



Australian Government
Department of Foreign Affairs and Trade

**DEED OF STANDING OFFER
FOR THE PROVISION OF THE PACIFIC AUSTRALIA SKILLS PLATFORM
(PASP)**

BETWEEN

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

AND

DT GLOBAL ASIA PACIFIC PTY LTD (ABN 23 006 170 869)
('Contractor')

DFAT AGREEMENT NUMBER: 80454



Australian Government
Department of Foreign Affairs and Trade

DETAILS SCHEDULE

PARTIES

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

DFAT Representative Director, Pacific Skills Section

Notice details: Address: Department of Foreign Affairs and Trade
R.G. Casey Building
John McEwen Crescent
Barton ACT 0221 Australia
Email: [s 22\(1\)\(a\)\(ii\)@dfat.gov.au](mailto:s 22(1)(a)(ii)@dfat.gov.au)

DFAT Escalation Representative: Assistant Secretary, - Integration and Education Branch

Notice details: Address: Department of Foreign Affairs and Trade
R.G. Casey Building
John McEwen Crescent
Barton ACT 0221 Australia
Email: [s 22\(1\)\(a\)\(ii\)@dfat.gov.au](mailto:s 22(1)(a)(ii)@dfat.gov.au)

DT GLOBAL ASIA PACIFIC PTY LTD ABN 23 006 170 869 (**Contractor**)

Contractor Representative [s 47F\(1\)](#)
Notice details: Address: Level 14, Tenancy 2, 501 Swanston Street
Melbourne VIC 3000
Email: [s 47F\(1\)@dt-global.com](mailto:s 47F(1)@dt-global.com)

Contractor Escalation Representative: [s 47F\(1\)](#)

Notice details: Address: Level 14, Tenancy 2, 501 Swanston Street
Melbourne VIC 3000
Email: [s 47F\(1\)@dt-global.com](mailto:s 47F(1)@dt-global.com)

INITIAL TERM

Initial Term: The period commencing on 9 March 2025 and ending on 31 December 2029

OPTION TERM

Option Period: Up to a further four years from the end of the Initial Term (1 January 2030 – 31 December 2033). Options can be taken in one or multiple periods at DFAT's discretion.

RECITALS:

- A. From time to time, DFAT may require provision of the Services under this Deed of Standing Offer.
- B. The Contractor has expertise in the provision of the Services and has agreed that, when a Services Order is signed by both parties, the Contractor will provide the Services to DFAT on the terms and conditions contained in this Deed. Other Agencies may also acquire Services from the Contractor by following the processes in clause 5.8 of this Deed of Standing Offer.

EXECUTED AS A DEED**SIGNED, SEALED AND DELIVERED BY****THE COMMONWEALTH OF AUSTRALIA**

represented by the Department of
Foreign Affairs and Trade by its
authorised delegate:

s 22(1)(a)(ii)

in the presence of:

s 22(1)(a)(ii)

Signature of PGPA Delegate



Name of Delegate

Signature of Witness

s 22(1)(a)(ii)

Name of Witness

Date:

7/3/25

SIGNED, SEALED AND DELIVERED BY

DT GLOBAL ASIA PACIFIC PTY LTD in accordance
with s. 127 of the *Corporations*
Act 2001 (Cth) by:

s 47F(1)

s 47F(1)

Signature of Director

s 47F(1)

Name of Director (*Print*)

Signature of Director/Company Secretary

s 47F(1)

Name of Director/Company Secretary (*Print*)

Date:

06 March 2025 | 6:12:51 PM AEDT

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AGREED TERMS**1. DEFINITIONS AND INTERPRETATION****1.1 Definitions**

In this Deed, unless the context otherwise requires:

Agency means any Commonwealth department or agency, which may require the provision of Services under this Deed.

Agreed Terms means **clauses 1 to 21** of this Deed, which set out the terms and conditions agreed by the Parties.

Attachment means an attachment to a Services Order.

Australian Privacy Principle(s) has the same meaning as it has in the Privacy Act.

Background IP means IP that is in existence at the Commencement Date or is subsequently brought into existence other than as a result of the performance of this Deed, and is embodied in, or attaches to, Deed Material or the Services or is otherwise necessarily related to the performance, functioning or operation of the Services.

Business Day means a day (not being a Saturday, Sunday or public holiday in the Australian Capital Territory) on which banks are open for general banking business in the Australian Capital Territory.

Change in Control means, in relation to a body corporate, where the power (whether formal or informal, whether or not having legal or equitable force, whether or not based on legal or equitable rights and whether direct or indirect, including through one or more entities):

- (a) to control more than half of the voting power of the body;
- (b) to control the composition of the board of directors of the body; or
- (c) to control more than half of the issued share capital of the body, excluding any part of it which carries no right to participate beyond a specified amount in the distribution of either profit or capital,

resides with persons other than those holding that power on the Commencement Date.

Commencement Date means the date of commencement of the Initial Term, as specified in Details Schedule.

Confidential Information means:

- (a) any information that is identified in **Schedule 9** (Confidential Information);
- (b) any information that is 'Confidential Information' within the meaning of the Standard Contract Conditions under any given Contract; and
- (c) any other information that:
 - (i) is by its nature confidential; or
 - (ii) is designated by a Party as confidential; or
 - (ii) a Party knows or ought to know is confidential,

but does not include information that:

- (d) is or becomes public knowledge other than by breach of this Deed; or
- (e) is in the possession of a party without restriction in relation to disclosure before the date of receipt; or
- (f) has been independently developed or acquired by the receiving party.

Contract means a contract formed under **clause 5.3**.

Contractor Personnel means an employee, officer or agent of the Contractor, and for avoidance of doubt, includes, where the context requires, Subcontractors and Subcontractor Personnel.

Contractor Escalation Representative means the person identified in the Details Schedule, or as may be notified in writing to DFAT from time to time.

Contractor Representative means the person identified in the Details Schedule, or as may be notified in writing to DFAT from time to time.

Corporations Act means the *Corporations Act 2001* (Cth).

Criminal Code Act List means the list of organisations that are specified as a 'terrorist organisation' through regulations made under the *Criminal Code Act 1995* as publicised on the Australian National Security website from time to time.

Deed of Standing Offer or **Deed** means this Deed of Standing Offer, between DFAT and the Contractor, as varied from time to time in accordance with **clause 21.1**, and includes the Deed Details, the Schedules, the attachments and any other document expressly incorporated as part of the Deed.

Deed Material means any Material created by the Contractor or any Contractor Personnel on or following the Commencement Date, for the purposes of or as a result of performing the Contractor's obligations under this Deed.

Deed Period means the Initial Term, plus any extension agreed in accordance with **clause 3**.

Deliverable means any item or element of a Service to be provided by the Contractor under a Contract.

DFAT Consolidated List means the list of all persons and entities subject to targeted financial sanctions or travel bans under Australian sanctions laws available on DFAT's website: <https://dfat.gov.au/international-relations/security/sanctions/Pages/consolidated-list.aspx>.

DFAT Data means any data and information relating to or concerning DFAT, and its operations, facilities, customers, DFAT Personnel, assets and programs (including Personal Information) in whatever form that information may exist and whether entered into, stored in, generated by or processed through software or equipment by or on behalf of DFAT.

DFAT Escalation Representative means the person identified in the Details Schedule, or as may be notified in writing to the Contractor from time to time.

DFAT Material means any material provided by DFAT to the Contractor for the purposes of this Deed, or which is copied or derived from material so provided.

DFAT Personnel means DFAT's officers, employees and agents.

DFAT Representative means the person identified in the Details Schedule, or as may be notified in writing to the Contractor from time to time.

Document includes:

- (a) any paper or other material on which there is writing, marks, figures, symbols or perforations having meaning for persons qualified to interpret them; and
- (b) any article or material from which sound, images, or writing is capable of being reproduced with or without the aid of any other article or device.

Eligible Data Breach has the same meaning it has under the Privacy Act.

Fees means the amount payable for the Services set out in the relevant Contract and calculated and determined by reference to **Schedule 2** (Pricing Schedule).

Goods means the goods described in **Schedule 1** (Statement of Requirements).

Initial Term means the period for which this Deed is intended to continue, as specified in the **Details Schedule**.

Instrument of Acceptance means the form set out in **Schedule 4** (Instrument of Acceptance).

Intellectual Property or **IP** means all present and future rights conferred by law in or in relation to any copyright (other than Moral Rights), trademarks, designs, patents, circuit layouts, plant varieties, business and domain names, inventions and Confidential Information, and other results of intellectual activity in the industrial, commercial, scientific, literary or artistic fields, whether or not registrable, registered or patentable.

These rights include:

- (a) all rights in all applications to register these rights;

- (b) all renewals and extensions of these rights; and
- (c) all rights in the nature of these rights, excluding Moral Rights.

Law means (as the context requires):

- (a) any applicable statute, regulation, by-law, ordinance or subordinate legislation in force from time to time in Australia (whether made by a State, Territory, the Commonwealth, or a local government, and includes the common law and rules of equity as applicable from time to time.); and
- (b) the applicable laws of any jurisdiction in which any part of the Services are performed.

Material includes documents, equipment, property, information, Software, goods, data stored by any means, and the subject matter of any category of Intellectual Property rights.

Moral Rights means rights of integrity of authorship, rights of attribution of authorship, rights not to have authorship falsely attributed, and rights of a similar nature conferred by statute in any jurisdiction in the world that may now exist or that may come to exist in relation to the work.

Notice means a notice, demand, consent, approval or communication issued under this Deed.

Option Term means the period of any extension to the Initial Term of this Deed under clause 3.2, as specified in the **Details Schedule**.

Partner Country has the same meaning as in clause 1.1 of the Standard Contract Conditions.

Party means DFAT or the Contractor.

Performance Assessment means the review to be conducted under **clause 6.2**.

Personal Information has the same meaning it has under the Privacy Act.

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

Professional Adviser means:

- (a) the financial or legal advisers of a Party; and
- (b) the respective officers and employees of those financial or legal advisers.

Project means an activity to be undertaken by the Contractor pursuant to a Contract.

Quotation means a response from the Contractor to a Request for Quotation.

Relevant List means any similar list to the World Bank List maintained by any other similar multilateral institution.

Request for Quotation means a request issued by DFAT to the Contractor substantially in the form of Schedule 3A and in accordance with **clause 5** (Standing Offer).

Schedule means a schedule to this Deed.

Services means the services described in **Schedule 1** (Statement of Requirements) and which are to be provided under a Services Order (including the provision of the Deliverables and any Goods).

Services Order means any order for Services substantially in the form of Schedule 3B (Services Order Template) and executed by the parties in accordance with **clause 5** (Standing Offer).

Specified Personnel means Contractor Personnel specified in **item 11** of a Services Order, as replaced (temporarily or permanently) from time to time.

Standard Contract Conditions means the contract conditions set out in **Schedule 10** (Standard Contract Conditions) of this Deed that will be incorporated into any Contract.

Subcontractor means any person, other than the Commonwealth, that for the purposes of a Contract, furnishes goods or services to the Contractor or indirectly to the Contractor through another person; and "Subcontract" has a corresponding meaning.

Subcontractor Personnel means any officers, employees or agents of a Subcontractor.

Subsidiary Arrangement means any form of arrangement (whether legally binding or not) that:

- (a) sits underneath an aid Memorandum of Understanding (MOU) or treaty between Australia and a Partner Country; and
- (b) operationalises the aid MOU or treaty specific to the program to which this Deed and any Contract relates.

Third Party IP means that IP which is owned by a party other than DFAT or the Contractor and is embodied in the Services, or attaches to the Services and to which DFAT only requires a licence to use in order to make full use of the Services as required by this Deed.

Warranted Materials has the meaning given in **clause 8.3**.

World Bank List means the list of organisations maintained by the World Bank in its "Listing of Ineligible Firms and Individuals" of firms and individuals who are ineligible to be awarded a World Bank-financed contract because they have been sanctioned under the Bank's fraud and corruption policy (this list is currently available at <https://www.worldbank.org/en/projects-operations/procurement/debarred-firms>).

1.2 Interpretation

In this Deed, except where the contrary intention is expressed:

- (a) headings are for the purpose of convenient reference only and do not form part of this Deed;
- (b) a word denoting the singular number includes the plural number and vice versa;
- (c) a word denoting an individual or person includes a corporation, firm, authority, body politic, government or governmental authority and vice versa;
- (d) a word denoting a gender includes all genders;
- (e) a reference to a recital, clause, Schedule or annexure is to a recital, clause, Schedule or annexure of or to this Deed.
- (f) where the last day of any period prescribed for the doing of an action falls on a day which is not a Business Day the action will be done no later than the first Business Day following that day;
- (g) a reference to an Act is a reference to an Act of the Commonwealth or a State or Territory of Australia as amended from time to time, and includes a reference to any subordinate legislation made under the Act;
- (h) a reference to a clause includes a reference to a sub-clause of that clause;
- (i) a reference to a "dollar" or "\$" means the Australian dollar unless otherwise stated;
- (j) a reference to a specification, publication, Commonwealth or DFAT policy or other document in relation to standards of work to be achieved during the performance of this Deed or a Contract will be construed as a reference to that specification, publication, Commonwealth or DFAT policy or document, as the case requires, in effect on the Commencement Date and provided (or made available) to the Contractor by DFAT (including via DFAT's website), or alternatively, a reference to another version of the document if agreed in writing between the parties;
- (k) the word "includes" in any form is not a form of limitation;
- (l) a reference to a Party includes that Party's administrators, successors, and permitted assigns, including any person to whom that Party novates any part of this Deed; and
- (m) a rule of construction does not apply to the disadvantage of a Party because the Party was responsible for the preparation of this Deed or any part of it.

2. PRIORITY OF DEED DOCUMENTS

2.1 If there is inconsistency between any of the documents forming part of this Deed, those documents will be interpreted in the following order of priority to the extent of any inconsistency:

- (a) Agreed Terms;
- (b) Schedules;
- (c) any attachments to the Schedules; and

(d) documents incorporated by reference in this Deed.

3. TERM

3.1 This Deed commences on the Commencement Date and continues for the Initial Term, unless terminated earlier in accordance with clause 18.

3.2 DFAT may, in its absolute discretion, extend the Initial Term for Options Terms by notifying the Contractor at least ninety (90) days before the end of the current Deed Period.

4. GENERAL OBLIGATIONS OF CONTRACTOR

4.1 The Contractor will, at all times:

- (a) act reasonably in performing its obligations and exercising its rights under this Deed; and
- (b) diligently perform its obligations under this Deed.

5. STANDING OFFER

5.1 Standing Offer

By this Deed, the Contractor makes an irrevocable standing offer to supply the Services as detailed in **Schedule 1** (Statement of Requirements) to DFAT on the terms and conditions set out in this Deed.

5.2 Issue of a Request for Quotation

- (a) DFAT may, during the Deed Period, require the Contractor to provide a Quotation prior to issuing an order for Services by issuing a Request for Quotation.
- (b) If DFAT issues the Contractor a Request for Quotation (RFQ) under **clause 5.2(a)**, the Contractor must, within the timeframe specified in the RFQ, provide a Quotation, or provide DFAT with a notice declining the invitation.
- (c) If the Contractor responds to the RFQ, it must base its quoted Contract price on the agreed Fees specified in **Schedule 2** (Pricing Schedule).
- (d) DFAT may, in its absolute discretion, withdraw a Request for Quotation at any time prior to signing a Services Order.

5.3 Issue of a Services Order

- (a) DFAT may complete and send to the Contractor a Services Order without issuing an RFQ under clause 5.2. If DFAT accepts the Contractor's Quotation, DFAT will complete and send to the Contractor a Services Order.
- (b) Upon receipt of a Services Order, the Contractor must execute the Services Order and return it to DFAT within five (5) Business Days for countersigning.
- (c) A Contract is formed when DFAT and the Contractor have signed the Services Order.
- (d) The Contractor must fulfil all Contracts entered into during the Deed Period on the conditions current at the time the Contract is made notwithstanding that completion of the Contract may occur after the date on which this Deed expires or is terminated.

5.4 Terms and Conditions

The terms and conditions of a Contract are:

- (a) the terms and conditions specified in the Services Order; and
- (b) the Standard Contract Conditions (**Schedule 10**).

5.5 Priority of Contract documents

To the extent of any inconsistency between two or more documents which form part of a Contract, those documents will be interpreted in the following (descending) order of priority:

- (a) the Agreed Terms of this Deed (to the extent incorporated by reference into the Contract);
- (b) Schedule 10 - Standard Contract Conditions;

- (c) the Services Order (excluding Schedules 1 and 2 of the Services Order);
- (d) Schedules 1 and 2 of the Services Order;
- (e) any other Schedule or attachment to:
 - (i) this Deed of Standing Offer (to the extent incorporated by reference into the Contract); or
 - (ii) the Contract; and
- (f) any other document incorporated by express reference as part of the Contract.

5.6 Completion of Services Order

To the extent that the parties have not completed items in a Services Order, unless otherwise stated in the Services Order, those items will be taken to be 'not applicable' for the purpose of this Deed and the relevant Contract.

5.7 Non-exclusivity and cooperation

- (a) The Contractor acknowledges and agrees that nothing in this Deed will operate to constitute the Contractor as the exclusive provider of the Services to DFAT, and DFAT may at its absolute discretion obtain the Services from any source it chooses.
- (b) Notwithstanding any other provision of this Deed, DFAT does not guarantee or make any assurance that any Services or any particular volume of Services or other business will be ordered from the Contractor under this Deed.
- (c) The Contractor must, within the Fees, cooperate with any other service provider or contractor appointed by DFAT to ensure the integrated and efficient provision of all Services and must provide reasonable assistance to other service providers / contractors as DFAT may request.

5.8 Services to another Agency

- (a) The Contractor may, subject to DFAT's prior agreement in writing, provide Services to another Agency during the Deed Period in accordance with the provisions of this Deed. The Services and Fees will accord with **Schedule 1** (Statement of Requirements) and **Schedule 2** (Pricing Schedule).
- (b) To accept the offer made by the Contractor pursuant to clause 5.8(a), an Agency will issue an Instrument of Acceptance (Schedule 4) to the Contractor.
- (c) Upon execution of the Instrument of Acceptance by both the Contractor and the Agency, a separate deed of standing offer will be created between the Contractor and the Agency on the terms of this Deed with the exception that:
 - (i) references to the Commonwealth of Australia as represented by the Department of Foreign Affairs and Trade as the contracting party and to DFAT will be references to the Agency as detailed in the Instrument of Acceptance;
 - (ii) any Services Order issued by DFAT pursuant to this Deed does not form part of the standing offer; and
 - (iii) references to relevant information in this Deed as set out in the Instrument of Acceptance will be varied as set out in the Instrument of Acceptance.
- (d) At no cost to DFAT, the Contractor must provide DFAT at the end of every six (6) months (starting from the Commencement Date) a report on all Services Order placed by DFAT and any other Agency as well as the status of each Services Order. The report must be provided in a form acceptable to DFAT within 10 Business Days of the end of the six (6) month period.

6. MONITORING PERFORMANCE

6.1 Performance meetings

The Parties will meet at the times and manner set out in Schedule 1 (or otherwise as agreed in writing between the parties) to discuss any issues in relation to this Deed or the provision of the Services. The Contractor must ensure that the Contractor Representative, and DFAT must ensure the DFAT Representative, is reasonably available to attend such meetings and answer any queries relating to the provision of the Services raised by either Party.

6.2 Performance Assessment

- (a) DFAT may, once per year during the Deed Period, conduct a partner performance assessment of the Contractor, or adviser performance assessment of an individual of Contractor Personnel (collectively, 'performance assessments'). Performance assessments will be substantially in accordance with the assessment sheet in Schedule 6 (Partner Performance Assessment) or Schedule 7 (Adviser Performance Assessment).
- (b) DFAT may instigate a performance assessment by giving the Contractor fifteen (15) Business Days written notice. Within fifteen (15) Business Days of receiving a performance assessment from DFAT, the Contractor must:
 - (i) sign and return to DFAT the relevant performance assessment together with any response; and
 - (ii) ensure that all other performance assessments the Contractor wishes to include are signed and returned to DFAT.

7. DFAT MATERIAL

DFAT may provide to the Contractor DFAT Material and the Contractor must ensure that DFAT Material is used strictly in accordance with any conditions or restrictions specified in **Schedule 1** (Statement of Requirements) and any direction by DFAT.

8. INTELLECTUAL PROPERTY RIGHTS

8.1 Background IP and Third Party IP

- (a) This **clause 8** does not affect the ownership of the Intellectual Property Rights in any Background IP or Third Party IP.
- (b) The Contractor must obtain all necessary copyright and other Intellectual Property rights permissions before making any Background IP or Third Party IP available under this Deed.
- (c) To the extent that DFAT needs to use any of the Contractor's Background IP or Third Party IP for the purposes of the Deed, the Contractor irrevocably grants to DFAT the right to use, reproduce, adapt, modify and communicate that Background IP and/or Third Party IP.

8.2 DFAT ownership of Intellectual Property Rights in Deed Material

- (a) Except where otherwise agreed in writing with DFAT, all Intellectual Property Rights in the Deed Material vest in DFAT on creation.
- (b) To the extent that the Contractor needs to use any of the Deed Material for the purposes of performing its obligations under the Deed, DFAT grants to the Contractor for the Deed Period, subject to any direction by the DFAT, a world-wide, royalty free, non-exclusive, non-transferable licence (including the right to sublicense) to use, reproduce, adapt, modify and communicate the Deed Material solely for the purposes of this Deed.

8.3 Warranty

The Contractor warrants that:

- (a) the Contractor's Background IP, any Third Party IP and the Deed Material (**Warranted Materials**) and DFAT's use of the Warranted Materials will not infringe the Intellectual Property Rights of any person; and
- (b) it has the necessary rights to vest the Intellectual Property Rights and grant the licences as provided for in this **clause 8**.

9. MORAL RIGHTS

9.1 Obtaining consents

- (a) To the extent permitted by applicable Laws and for the benefit of DFAT, the Contractor must:
 - (i) give, where the Contractor is an individual, in a form acceptable to DFAT; and
 - (ii) ensure that each author of the Deed Material gives, in a form acceptable to DFAT,

genuine consent in writing to the use of the Deed Material for the Specified Acts (whether those Specified Acts occur before or after the consent is given), even if such use would otherwise be an infringement of its or their Moral Rights.

- (b) The Contractor must promptly provide DFAT with an original of any consent referred to in clause 9.1(a) if requested by DFAT.

9.2 Specified Acts

- (a) In this **clause 9**, Specified Acts means:
 - (i) falsely attributing the authorship of any Deed Material, or any content in the Deed Material (including without limitation literary, dramatic, artistic works and cinematograph films within the meaning of the *Copyright Act 1968* (Cth));
 - (ii) materially altering the style, format, colours, content or layout of the Deed Material and dealing in any way with the altered Deed Material;
 - (iii) reproducing, communicating, adapting, publishing or exhibiting any Deed Material; and
 - (iv) adding any additional content or information to the Deed Material.
- (b) For the purposes of this **clause 9**, Deed Material includes any Background IP to the extent that it is included in, forms part of or is attached to the Deed Material.

10. INDEMNITY

10.1 Indemnity by the Contractor

- (a) The Contractor is liable for and indemnifies DFAT and DFAT Personnel against any liability, damage, loss, claim or expense (including the cost of any settlement and legal costs and expenses on a solicitor / own client basis) reasonably sustained or incurred by DFAT as a result of a claim made or threatened by a third party arising out of or in connection with:
 - (i) any negligent, unlawful or wilfully wrong act or omissions of the Contractor or its Subcontractors or Personnel; or
 - (ii) any allegation that any Deed Material, Third Party IP or Background IP provided to DFAT, or created or used for the purposes of this Deed, infringes the Intellectual Property rights or Moral Rights of the third party. For the purposes of this **clause 10.1(a)(ii)**, an infringement of Intellectual Property Rights includes unauthorised acts which would, but for the operation of section 163 of the *Patents Act 1990* (Cth), section 96 of the *Designs Act 2003* (Cth), section 183 of the *Copyright Act 1968* (Cth) and section 25 of the *Circuit Layouts Act 1989* (Cth), constitute an infringement.
- (b) The Contractor's liability to indemnify DFAT and DFAT Personnel will be reduced proportionally to the extent that any act or omission on the part of DFAT or any person through whom DFAT is acting (but not including the Contractor or Contractor Personnel, including Specified Personnel) contributed to the liability, loss, damage, costs or expenses.

10.2 Survival of Indemnities

Each indemnity in this Deed is a continuing obligation, separate and independent from the other obligations of the indemnifying Party and survives expiration or termination of this Deed.

10.3 Enforcement of Indemnities

It is not necessary for a Party to incur expense or make payment before enforcing a right of indemnity conferred by this Deed.

11. INSURANCE

11.1 Obligation to maintain insurance

The Contractor must affect and maintain:

- (a) for the Deed Period, valid and enforceable insurance policies and levels:
 - (i) Public liability: \$50 million per event, unlimited in aggregate;

- (ii) Property damage: \$20 million per event, \$20 million in aggregate;
s 47G(1)(b)

- (iv) Workers compensation: as required by Law.

- (b) for seven years after the expiration or termination of the Deed, valid and enforceable professional indemnity insurance.

11.2 Required insurance

In addition to the insurances specified in **clause 11.1**, the Contractor must take out and maintain throughout the term of the Deed (or such other period as required by DFAT) any other insurance required by Law.

11.3 Evidence of insurance

The Contractor must provide promptly upon the request of DFAT current relevant confirmation of insurance documentation from its insurers or insurance brokers certifying that it has insurance as required by **clause 11.1** and **clause 11.2**.

11.4 Avoid insurance voiding events

The Contractor must use all reasonable endeavours to prevent any insurance policy referred to in this **clause 11** from becoming void, invalid, vitiated or ineffective.

11.5 Termination on loss of insurance

If any insurance policy referred to in this **clause 11** becomes void, invalid, vitiated or otherwise ineffective, DFAT may terminate the Deed immediately by notice to the Contractor.

12. CONFIDENTIALITY – Not used (see clause 29 of the Standard Contract Conditions)

13. PRIVACY AND NOTIFIABLE DATA BREACHES

13.1 Compliance with Privacy Laws and policies

The Contractor must ensure that:

- (a) all its dealings with Personal Information in connection with this Deed meet its Privacy Law obligations and the requirements of DFAT's latest published DFAT privacy policy (<https://www.dfat.gov.au/about-us/corporate/privacy>);
- (b) the Contractor does not do an act, or engage in a practice, that would breach an Australian Privacy Principle if done or engaged in by DFAT; and
- (c) the Contractor Personnel dealing with Personal Information in connection with this Deed are aware of, are subject to, and comply with the Contractor's privacy-related obligations.

13.2 DFAT access and requests

The Contractor must:

- (a) give DFAT access, on request, to any Personal Information acquired from DFAT or collected or generated in connection with this Deed; and
- (b) comply with DFAT's reasonable requests to ensure that the Contractor complies with:
 - (i) clause 13.1; or
 - (ii) any applicable guideline, recommendation, direction or determination issued by the Office of the Australian Information Commissioner (or such other privacy authority with jurisdiction over either Party).

13.3 General Obligations of the Contractor

The Contractor must:

- (a) ensure that Contractor Personnel who deal with Personal Information in connection with this Deed are aware of and comply with the Contractor's obligations under this Deed in relation to such activities or practices; and
- (b) immediately notify DFAT if the Contractor becomes aware of a breach or possible breach of its obligations in relation to Personal Information under this Deed.

13.4 Notifiable Data Breaches

Context	How to react
a. If the Contractor SUSPECTS an Eligible Data Breach	The Contractor must: • immediately notify DFAT; • give DFAT a written report within 3 Business Days; and • carry out an assessment in line with the Privacy Act 1988 (Cth).
b. If the Contractor CONFIRMS the existence of an Eligible Data Breach	The Contractor must take: • all reasonable action to minimise the risk of the Eligible Data Breach causing serious harm to any individual to whom the Personal Information relates; • all necessary actions to comply with the Privacy Act 1988 (Cth); and • any other action DFAT reasonably requires.

13.5 Indemnity

Without limiting any other rights or obligations of the Parties, the Contractor agrees to indemnify DFAT in respect of any loss, liability or expense suffered or incurred by DFAT which arises directly or indirectly from a breach by the Contractor or any Subcontractor or other Contractor Personnel of any obligations referred to in this **clause 13**.

14. DFAT DATA

DFAT Data is and will remain the property of DFAT. The Contractor must not, and must use its best endeavours to ensure that Contractor Personnel, a Subcontractor or Subcontractor Personnel, do not:

- (a) use DFAT Data for any purpose other than directly in relation to the provision of the Services;
- (b) purport to sell, let for hire, assign rights in or otherwise dispose of any DFAT Data;
- (c) make any DFAT Data available to any third party other than an approved Subcontractor and then only to the extent necessary to enable the approved Subcontractor to provide its part of the Services;
- (d) remove any DFAT Data from DFAT's premises without the express written permission of the DFAT Representative; or
- (e) commercially exploit DFAT Data and ensure that neither approved Subcontractors nor any Contractor Personnel or Subcontractor Personnel commercially exploit any DFAT Data.

15. SECURITY**15.1 Responsibility for Security**

The Contractor is responsible for the security of Contractor Personnel and ensuring that both the Contractor and Contractor Personnel and Subcontractors comply with this **clause 15**.

15.2 Security Assessments

- (a) If required by DFAT, any Contractor Personnel must meet all security assessments and standards specified by DFAT including:
 - (i) an identity check;
 - (ii) a national police clearance check or equivalent;
 - (iii) signing any forms notified to the Contractor by DFAT from time to time;
 - (iv) holding Commonwealth security clearances to the level requested by DFAT in accordance with the Commonwealth Protective Security Policy Framework, or as otherwise required by DFAT;
 - (v) attending and completing a DFAT security awareness course as soon as possible after the Commencement Date at the Contractor's cost; and
 - (vi) complying with any other security awareness requirements reasonably requested by DFAT.
- (b) DFAT will facilitate the obtaining of security clearances for Contractor Personnel. The Contractor must bear the cost of security clearances for Contractor Personnel to obtain security clearances. The Contractor acknowledges that if any Contractor Personnel lose their security clearance or causes a security breach, DFAT may:
 - (i) after consultation with the Contractor, require the replacement of that personnel; or
 - (ii) terminate this Deed for breach.

15.3 Access to DFAT premises

The Contractor must ensure that all Contractor Personnel, when using DFAT premises or facilities, comply with all of DFAT's procedures and directions relating to security.

15.4 Access to information

- (a) If, during the performance of Deed, the Contractor is required to access or otherwise gains access to Official Information or Security Classified Information, it agrees to comply with:
 - (i) all relevant security requirements specified in the Commonwealth Protective Security Policy Framework as minimum standards;
 - (ii) the security requirements specified in this Deed; and
 - (iii) any variations or additions to the security requirements that DFAT (in its absolute discretion) notifies to the Contractor in writing. Such changes to the security requirements must be implemented by the Contractor from the date specified in the notice (or five (5) Business Days after it receives the notice if no date is specified).
- (b) The Contractor agrees to perform its security obligations to the highest professional standards described or indicated in the requirements of the Commonwealth Protective Security Policy Framework.
- (c) For the purposes of this Deed:
 - (i) "Official Information" means information of any kind whatsoever, whether in material form or not, regardless of its security classification, belonging to the Commonwealth or which the Commonwealth has agreed to protect. For avoidance of doubt, Official Information includes DFAT Confidential Information and DFAT Data; and
 - (ii) "Security Classified Information" means information that has been designated or marked with a national security classification by the Commonwealth in accordance with the Australian Government Protective Security Policy Framework (PSPF), the Australian Government Information Security Manual (ISM) or DFAT's security policies and procedures and must be protected accordingly.

15.5 Security breaches

The Contractor must notify DFAT immediately on becoming aware of any security breach and comply with all DFAT directions to rectify the security problem.

15.6 Cyber Security

- (a) The Contractor must take reasonable and prudent steps consistent with good industry practice to reduce the risk of a Security Incident or Cyber Attack on the Contractor's information technology systems that accesses, transmits or stores any DFAT Confidential Information or any other data connected with this Deed, including but not limited to, DFAT Data, Deed Material, a Services Order or Personal Information.
- (b) At DFAT's request in a notice, the Contractor must provide details of the Contractor's security measures in place to reduce the risk of a Security Incident or Cyber Attack on the Contractor's information technology systems.
- (c) If the Contractor becomes aware of a Security Incident or Cyber Attack on the Contractor's information technology systems, the Contractor must immediately notify:
 - (i) DFAT (and, if this notification is not done by notice, by notice within one (1) Business Day); and
 - (ii) if required by DFAT, advise the Australian Cyber Security Centre (ACSC).
- (d) The Contractor must ensure that its Subcontractors comply with the requirements of this **clause 15.6**.
- (e) For the purposes of this **clause 15.6**, the following definitions are used:

'Cyber Attack' means any action taken through the use of computer networks or any unauthorised access to or use of a computer system that is intended to have, is likely to have or does have an adverse effect on the security or reliability of data on the system or the accessibility of the system, and includes denial of service attacks.

'Security Incident' means a security breach, violation, contact or approach from those seeking unauthorised access to the Contractor's information technology systems, including:

 - (i) action taken using computer networks that result in an actual or potentially adverse effect on the Contractor's information technology system and/or DFAT Confidential Information, DFAT Data or DFAT Material residing on that system; or
 - (ii) any other unauthorised access or use by a third party or misuse, damage or destruction by any person.

15.7 Storage media

Contractor Personnel must not import or remove from any DFAT premises any storage media (whether owned by DFAT, Contractor Personnel or any other person) without the express written permission of the DFAT Representative.

15.8 Security reviews

The Contractor must participate in security reviews of its procedures at least annually as requested by DFAT and participate in any security audit in relation to this Deed, providing full co-operation to DFAT or its independent auditors, including the Australian National Audit Office.

16. CONFLICT OF INTEREST**16.1 Warranty of no conflict of interest**

The Contractor warrants that, to the best of its knowledge after making diligent inquiry, at the date of signing this Deed no conflict of interests exists or is likely to arise in the performance of its obligations under this Deed.

16.2 Notification of a conflict of interest

If, during the Deed Period, a conflict of interest arises, or appears likely to arise, the Contractor must:

- (a) notify DFAT immediately in writing;
- (b) make full disclosure of all relevant information relating to the conflict; and
- (c) take such steps as DFAT reasonably requires resolving, or otherwise deal, with the conflict.

17. RESOLUTION OF DISPUTES**17.1 Process**

If a dispute arises under this Deed, 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 19** (Notices) setting out the nature of the dispute;
- (b) within ten (10) Business Days following receipt of the written 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 the parties' Escalation Representative as set out in the Details Schedule, 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) calendar days to reach a resolution or to agree that the dispute is to 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) calendar days, then either Party may commence legal proceedings.

17.2 Contractor's Obligations not Affected

The Contractor must continue to comply with its obligations under this Deed, notwithstanding that there is a dispute between the Parties, or that other proceedings are pending or current.

17.3 No limit

Nothing in this **clause 17** limits, delays or prevents a Party from exercising any right that they have under this Deed.

18. TERMINATION**18.1 Termination or Reduction for Convenience**

- (a) DFAT has an unfettered discretion to, by notice to the Contractor in accordance with **clause 19** (Notices), terminate or reduce the scope of this Deed from the time specified in the notice. Without limiting the generality of the foregoing, DFAT's rights under this **clause 18.1(a)** include the discretion to do any of the following:
 - (i) reduce the scope of this Deed if DFAT considers that a Partner Country is for any reason unwilling or unable to support the delivery of any Goods or Services within that Partner Country; and
 - (ii) reduce the scope of this Deed such that the Contractor is not required to deliver any Goods or Services within one or more Partner Countries.
- (b) If DFAT exercises its right in this **clause 18**, the Contractor must comply with directions given by DFAT and immediately do everything possible to mitigate its losses, and all other losses, costs and expenses in connection from, or arising out of termination or reduction.
- (c) If DFAT terminates or reduces the Deed under this **clause 18**, DFAT will only be liable for reasonable costs incurred by the Contractor that are directly attributable to the termination or reduction if the Contractor substantiates these amounts to the satisfaction of DFAT.
- (d) The Contractor will not be entitled to compensation for loss of prospective profits if the Deed is terminated or reduced for convenience.

18.2 Termination for Breach or Insolvency

DFAT may, in addition to any other right or remedy it may have, terminate this Deed by notice to the Contractor in accordance with **clause 19** (Notices), if the Contractor:

- (a) commits a material breach or breach of this Deed which, in DFAT's opinion, is not capable of remedy;
- (b) commits a breach of this Deed 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;
- (c) where the Contractor 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;
- (d) where the Contractor is an individual – if it enters a scheme of arrangement with its creditors, commits any act of bankruptcy or becomes bankrupt, or becomes incapable of managing its own affairs;
- (e) where the Contractor has entered into this Deed 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 Deed;
- (f) ceases to hold any licence, qualification, approval, authority or consent required for the Contractor to comply with its obligations under this Deed (except to the extent that this is outside the Contractor's reasonable control);
- (g) made a statement or warranty in its Tender or failed to make a disclosure in its Tender Declaration leading to this Deed and DFAT is satisfied on reasonable grounds that the statement 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 Deed; or
- (h) the Contractor, its personnel and/or its Subcontractors are or become listed on the Criminal Code Act List, the DFAT Consolidated List, a World Bank List or Relevant List or are subject to an informal process that may lead to them becoming so listed.

18.3 After termination

On termination of this Deed, the Contractor must:

- (a) take all available steps to minimise loss resulting from that termination and to protect DFAT Material;
- (b) deal with DFAT Material as reasonably directed by DFAT; and
- (c) return all DFAT Confidential Information to DFAT.

18.4 Termination does not affect Contracts

Termination of this Deed does not affect the continuance of any Contract formed under this Deed unless DFAT terminates the Contract in accordance with its terms.

18.5 Preservation of Rights

The expiration or termination of this Deed will not extinguish or affect:

- (a) any rights of either Party against the other which:
 - (i) accrued prior to the time of the expiration or termination; or
 - (ii) otherwise relates to or may arise at any future time from any breach or non-observance of obligations under this Deed which arose prior to the time of the expiration or termination; or
- (b) any other provisions of this Deed which by their nature survive expiration or termination.

18.6 Transition out

On the expiration or termination of this Deed:

- (a) the Contractor must provide DFAT with all reasonable assistance and information to assist DFAT in transitioning to DFAT's new service arrangements; and
- (b) the Contractor must promptly return all DFAT Material and Deed Material to DFAT, provided that the Contractor may keep a single copy for its records.

19. NOTICES

- 19.1 Unless the contrary intention appears, any notice under the Deed (not including Services Order), will be effective if it is in writing and sent from and delivered to the DFAT Representative or the Contractor Representative, as the case may be, in accordance with the recipient's address for notices specified in the Notice Details of the Details Schedule.

A notice given in accordance with this **clause 19** is deemed to be delivered:

- (a) if sent by pre-paid post, in three (3) Business Days when sent within Australia and in eight (8) Business Days when sent by air mail from one country to another;
- (b) if hand delivered, when received at the address, or by the addressee if sooner; or
- (c) if sent as an email, when the email enters the recipient's information system, unless the sender's information system receives a message within one (1) Business Day that the email has not been delivered to the recipient, but if the receipt, transmission or entry into the information system is not on a Business Day or is after 5.00pm (recipient's local time) on a Business Day, the notice is deemed to be delivered at 9.00am (recipient's local time) on the next Business Day.

20. PERFORMANCE GUARANTEE – NOT USED**21. MISCELLANEOUS****21.1 Variation**

- (a) The provisions of this Deed may not be varied either at law or in equity, except in writing signed by both DFAT and the Contractor as set out in this **clause 21.1**.
- (b) Either Party may propose a change to the Deed. Any amendment to the Deed must be in the form of a formal Deed of Amendment.

21.2 Approvals and consents

Except where this Deed expressly states otherwise, a Party may, in its discretion, give conditionally or unconditionally or withhold any approval or consent under this Deed.

21.3 Assignment and novation

A Party may only assign its rights or novate its rights and obligations under this Deed with the prior written consent of the other Party.

21.4 Costs

Each Party must pay its own costs of negotiating, preparing and executing this Deed.

21.5 Counterparts

This Deed may be executed in counterparts. All executed counterparts constitute one document.

21.6 No merger

The rights and obligations of the Parties under this Deed do not merge on completion of any transaction contemplated by this Deed.

21.7 Entire agreement

This Deed constitutes the entire agreement between the Parties in connection with its subject matter and supersedes all previous agreements or understandings between the Parties in connection with its subject matter.

21.8 Further action

Each Party must do, at its own expense, everything reasonably necessary (including executing documents) to give full effect to this Deed and any transaction contemplated by it.

21.9 Severability

A term or part of a term of this Deed that is illegal or unenforceable may be severed from this Deed and the remaining terms or parts of the terms of this Deed continue in force.

21.10 Waiver

A waiver of any provision of or right under this Deed:

- (a) must be in writing signed by the Party entitled to the benefit of that provision or right; and
- (b) is effective only to the extent set out in any written waiver.

21.11 Relationship

- (a) The Parties must not represent themselves, and must ensure that their officers, employees, agents and Subcontractors do not represent themselves, as being an officer, employee, partner or agent of the other Party, or as otherwise able to bind or represent the other Party.
- (b) This Deed does not create a relationship of employment, agency or partnership between the Parties.

21.12 Announcements

- (a) Subject to clause 21.12(b), the Contractor must, before making a public announcement in connection with this Deed or any transaction contemplated by it, obtain DFAT's written agreement to the announcement, except if required by law or a regulatory body (including a relevant stock exchange).
- (b) If the Contractor is required by law or a regulatory body to make a public announcement in connection with this Deed or any transaction contemplated by this Deed, the Contractor must, to the extent practicable, first consult with and take into account the reasonable requirements of DFAT.

21.13 Trustee

The Contractor represents and warrants that if the Contractor is a trustee, it enters this Deed personally and in its capacity as trustee and has the power to perform its obligations under this Deed.

21.14 Governing law and jurisdiction

This Deed is governed by the law of the Australian Capital Territory and each Party irrevocably and unconditionally submits to the non-exclusive jurisdiction of the courts of the Australian Capital Territory.

SCHEDULE 1 – STATEMENT OF REQUIREMENTS

1. INTERPRETATION**1.1 Acronyms**

Table 1: List of Acronyms (applicable to Deed and all Services Orders)

Acronym	Acronym Meaning
AIFFP	Australian Infrastructure Financing Facility for the Pacific
APTC	Australia Pacific Training Coalition
CPR	Commonwealth Procurement Rules
EIB	Integration and Education Branch
EOPO	End of Program Outcome
GEDSI	Gender Equality, Disability and Social Inclusion
GESI	Gender Equality and Social Inclusion
IDD	Investment Design Document
IDP	International Development Policy
MC	Managing Contractor
MEL	Monitoring, Evaluation and Learning
NGO	Non-Government Organisation
OPD	Organisations of Persons with Disabilities
OTP	Office of the Pacific
PALM	Pacific Australia Labour Mobility
PASP	Pacific Australia skills platform
PEA	Political economy analysis
PSEAH	Prevention of Sexual Exploitation, Abuse and Harassment
TAFE	Technical and Further Education
TAG	Technical Advisory Group
TSP	Technical Skills Panel
TVET	Technical and Vocational Education and Training
VfM	Value for Money

1.1 Partner Countries

For the purposes of the definition of 'Partner Country' in the Standard Contract Conditions, the Partner Countries are those determined by written agreement between the parties from time to time.

2. BACKGROUND

- 2.1 Australia is a longstanding partner in skills and training across the Pacific and Timor-Leste. While Australia's contribution to training has evolved and expanded in response to regional priorities, its presence has been constant. PASP represents further evolution of this important partnership in skills and training.
- 2.2 New challenges and opportunities have emerged since the 2017 design of stage 3 of the Australia Pacific Training Coalition (APTC3). PASP is an enhanced regional skills investment that draws on lessons learned from previous programming to respond in a more calibrated fashion to country-level training needs. PASP also aims to reflect and support the priorities expressed in key regional strategies, plans, and forums.
- 2.3 The unifying focus for PASP is *quality training for employment*. This is enabled through skills systems reform and sector partnerships. Ultimately, the result should be enhanced livelihoods. In practice, this looks different in each participating country to enable Pacific and Timor-Leste skills systems to be more responsive to national and regional labour market priorities. PASP will leverage and deepen connections between Australia's skills development institutions and expertise, and by extension is well positioned to open regional dialogue on inclusive skills development. Alignment at the regional level allows variance at the country-level, demonstrating greater responsiveness to training needs.
- 2.4 DFAT's Office of the Pacific (OTP) in Canberra will manage the investment, working closely with DFAT's overseas network. 15 countries in the region are eligible to participate, with the level of activity in each country informed by data on skills system maturity, inclusivity structures and potential to build on the successes of other Australian skills and training investments.

3. GUIDING PRINCIPLES

- 3.1 The Contractor will:
 - a. actively consider and incorporate gender equality, disability equity and rights, and social inclusion (GEDSI), climate change resilience and locally led development principles in all activities, including monitoring, evaluation, and learning (MEL).
 - b. work in genuine partnership with Pacific island countries and Timor-Leste to strengthen their skills development systems to be more inclusive and responsive to national and regional labour market priorities.
 - c. contribute, regionally, to greater collaboration and cooperation among national education and training systems and regional institutions to promote authentic partnerships, test and scale new approaches and foster regional integration of skills development systems.
 - d. ensure the primacy of positive relationships governs all approaches and that PASP is seen and felt to be respectful and supportive of the unique needs, priorities, and contexts of each country.
 - e. adopt a 'one team' approach with DFAT, ensuring adaptability, responsiveness, and solutions-focused communication.

4. Goal and Objective

- 4.1 The goal is: *Inclusive skills development contributes to effective and sustainable economic and social growth for Pacific and Timor-Leste people.*
- 4.2 The objective is: *Australia, in partnership with Pacific island countries and Timor-Leste, supports the delivery of responsive and inclusive skills development which increases access to onshore and offshore labour market opportunities.*

5. End of Program Outcomes (EOPOs)

5.1 The Contractor will deliver the three EOPOs to deliver the goal and objective:

- a. EOPO 1: Increased numbers of Pacific and Timor-Leste youth and workers, in all their diversity, participate in quality, equitable, industry-relevant and demand-driven skills development.
- b. EOPO 2: Participants, in all their diversity, have enhanced pathways to employment, across Pacific and Timor-Leste domestic and regional labour markets.
- c. EOPO 3: More integrated Pacific, Timor-Leste and Australian skills and training systems.

6. Australian Development Priorities

6.1 The Australian Government's development priorities are set out in Australia's International Development Policy: for a peaceful, stable and prosperous Indo-Pacific. The Contractor will actively consider and identify approaches throughout the program lifecycle to ensure PASP is effective and responsive to priorities, including by:

- a. building genuine and respectful partnerships;
- b. seeking opportunities to embed the perspectives of First Nations Australians in programming;
- c. supporting all people to fulfil their potential, including by promoting gender equality and disability equity and rights;
- d. strengthening the identification and management of climate risks in programming;
- e. supporting local leadership and local actors; and
- f. ensuring appropriate safeguards are in place, including around child protection and prevention of sexual exploitation, abuse and harassment.

6.2 The Contractor will support active and meaningful participation of women, people with disabilities, indigenous peoples, and other marginalised groups, as well as the organisations that support them, within program planning, delivery, review, and adaptation processes.

6.3 The Contractor will recruit and subcontract such that its program personnel and program subcontractors are consistent with and advocate for the EOPOs and Australian development priorities.

6.4 The Contractor will ensure inclusion and safety principles of 'nothing about us without us', 'no one left behind', and 'do no harm' are integrated within program approaches.

Child Protection and Safeguarding

6.5 The Contractor will ensure that robust risk assessments, including mitigations, are undertaken for all PASP activities that may involve contact with children. With reference to DFAT's Child Protection Policy and minimum standards, these risk assessments will seek to ensure that appropriate safeguards are in place to protect children from potential harm.

6.6 The Contractor will ensure full compliance with DFAT's Prevention of Sexual Exploitation, Abuse and Harassment Policy, with application to staff, partners and activity design itself. This will include a comprehensive due diligence assessment, training, monitoring, and well published incident reporting protocols.

6.7 The Contractor will support program partners to strengthen their safeguards policies, protocols, and processes, including through training and monitoring on child protection, preventing sexual exploitation, abuse, and harassment, and do no harm approaches.

6.8 The Contractor will ensure activity designs consider potential effects program activities will have on children, including girls, boys, children with disabilities, indigenous children, and children with diverse sexual orientations and gender identities.

Climate Change

6.9 The Contractor will ensure that risks associated with climate change and disasters are captured and monitored in the risk register.

- 6.10 The Contractor will ensure organisational capacity assessments, activity design and delivery, and capacity development activities consider organisations' ability to manage disaster risks and maintain essential service delivery in the context of disasters and integrate measures to support strengthening the resiliency of service delivery.

Localisation

- 6.11 The Contractor will ensure program delivery approaches promote localisation and support influence and participation by government and non-government PASP partners in program decision-making.
- 6.12 In procuring technical assistance and other advisory services throughout program delivery, the Contractor must first explore available expertise within the region and Timor-Leste to provide the services and, where required, foster skills and professional development opportunities.

Gender Equality, disability and social inclusion

- 6.13 Gender equality will be a significant objective of PASP. Similarly, the inclusion of people living with disabilities will be considered in all activities. The program will take a twin track approach in relation to all three groups: promoting empowerment and inclusion through all activities, while also developing specific activities that target these groups.
- 6.14 At inception, the Contractor will develop an investment level GESI Strategy and a Disability Equity and Rights strategy.¹ The strategies will inform specific GEDSI activities. The strategies will outline implementation arrangements, support to be provided by specialised personnel, resourcing and activities including the formation of a GEDSI coordination mechanism.
- 6.15 In line with DFAT's good practice gender equality, disability and social inclusion (GEDSI) approaches in targeted reforms (Gender equality | Australian Government Department of Foreign Affairs and Trade (dfat.gov.au)), Do No Harm and gender and social inclusion mainstreaming will also be applied in all partnerships. A need for improved data on gender, disability and youth outcomes will also be integrated into all monitoring and evaluation framework design and products, including through disaggregated data wherever possible.

First Nations Engagement

- 6.16 The Contractor will ensure the First Nations Participation Plan prioritises the engagement and empowerment of First Nations businesses and connections throughout the duration of the Contract. The plan must outline specific, measurable deliverables and targets related to workforce employment and supply chain inclusion. It must also detail the strategies and actions the Contractor will take to achieve these objectives, ensuring that First Nations businesses (through Indigenous Procurement Process) are actively considered and integrated into the project's operations. The Plan will be included in the Inception Activity Plan and updated to form part of the Annual Plan.
- 6.17 The Contractor will recruit First Nations training providers to participate in PASP, supporting peer-to-peer learning opportunities with Pacific and Timorese providers, leveraging common experiences of skills delivery, and embedding First Nations engagement as a core element of implementation.

7. ROLE OF THE PARTIES AND OTHERS

7.1 DFAT will be responsible for:

- a. setting the Australian development policy in which this Contract operates.
- b. managing the relationships with government counterparts which may be affected by the Services in this Contract.
- c. providing strategic direction for PASP through the PASP Governance Committee, including on DFAT policies and the overarching public narrative.
- d. establishing governance arrangements with the Contractor.

¹ Note this may be developed as a GEDSI Strategy, incorporating gender equality and social inclusion.

- e. making key programming decisions (in line with governance arrangements).
- f. triaging throughput and support requests from DFAT bilateral and regional programs and liaising with relevant Australian Government agencies, with support from the Contractor as required.
- g. administering and managing PASP, consistent with DFAT's International Development Programming Guide and procurement and contract management frameworks.
- h. appointing and managing the Technical Advisory Group (TAG) in partnership with the Contractor guided by the agreed Ways of Working.
- i. appointing and managing independent evaluators with the Contractor for the mid-term review, design update and evaluation, unless otherwise agreed with the TAG.

7.2 The Role of the Contractor is to deliver the Services as specified in this Deed and each Contract. The Contractor will:

- a. provide design, implementation, management, risk management, financial management, strategic communication, reporting and monitoring and evaluation services for the program. This includes managing strategic and operational issues; navigating complex political and economic contexts in Pacific island countries and Timor-Leste drawing; and on extensive country-level and regional experience.
- b. report directly to DFAT on the Deed and each Contract. The Contractor is responsible for the day-to-day management and implementation of the Deed and each Contract and will do this in an economical, efficient, effective and ethical manner to achieve the Contract's EOPOs.
- c. provide one Contractor Representative to oversee the Deed and all related Services Orders. The Contractor Representative will work on PASP full time.
- d. provide all personnel, resources (including surge resourcing) and management services to undertake the planning, coordination, management, monitoring and evaluation, liaison, consultation, subcontracting and administration necessary to achieve the EOPOs.
- e. comply with DFAT policies and reporting requirements in delivering the Deed and each Contract. This includes, but is not limited to:
 - (i) delivering the Services Deed and each Contract in a manner that supports and advocates Australia's development outcomes and priorities.
 - (ii) keeping DFAT regularly informed of emerging risks and actively managing all risks as they arise.
- f. manage the transition phase (from the Commencement Date – 31 March 2025). This includes, but is not limited to:
 - (i) utilising appropriate change management approaches and expertise.
 - (ii) deliver an Inception Activity Plan, which will become the basis for the Annual Plan.
- g. contract key personnel from APTC and determine assets and leases to retain for PASP.
 - (i) establish clear roles and responsibilities between the Contractor, DFAT Canberra, DFAT Posts, subcontractors and other key decision makers.
 - (ii) utilise ways of working workshops and partnership check-in meetings to establish and adjust clear roles and responsibilities throughout the duration of the program, and establish guidelines on governance, strategy, project cycle management, communication lines, and accountability mechanisms.
- h. in partnership with DFAT, establish the TAG (future Services Order).
- i. procure and manage the Technical Skills Panel (future Services Order), including onboarding technical partners and ensuring standards and continuity.
 - (i) The Contractor will establish a panel of providers from Pacific island countries, Timor-Leste, and Australia to deliver skills and training, and provide relevant sector expertise. The Contractor will bring in providers as needed across the life of the investment to respond to planned and emerging skills as the investment matures.

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- (ii) The panel will be a flexible and demand-driven mechanism providing just in time purchasing. Also, the Contractor will establish strategic partnerships with selected panel providers over the duration of the investment.
 - j. manage the inception phase (from April 2025 – June 2026). This includes, but is not limited to:
 - (i) Commence delivery of PASP as agreed with, and under the direction of, DFAT in accordance with the relevant Contract(s).
 - (ii) Early inception, commence delivery of training and associated services, aligned to national and regional demand as captured in Country Plans, including short courses, micro credentials and (non-accredited) industry-based training.
 - (iii) Identify and respond to national and regional skills system requests, in close collaboration with DFAT Canberra and Posts.
 - (iv) In the second half of 2025, commence delivery of Australian-accredited qualifications (including certificate level where appropriate).
 - k. work with DFAT to manage and develop governance arrangements that enable Pacific island countries and Timor-Leste. Arrangements must include:
 - (i) developing, managing, and chairing sub-committees comprising representatives from Pacific island countries and Timor-Leste to provide country and activity level decision-making on each workstream.
 - (ii) providing secretariat services and actively participating in the PASP Governance Committee, Implementation Committee and Sub-Committees.
 - l. develop a comprehensive Operations Manual including standard operation procedures, as required, to facilitate the timely and efficient delivery of activities. The manual must include:
 - (i) a risk register.
 - (ii) a risk management and safeguards plan (including policies on child protection and preventing sexual exploitation, abuse, and harassment (PSEAH); environmental and social risk management; fraud prevention and control; work, health, and safety (WHS)).
 - (iii) Fraud Control Plan and a Corruption Control Plan (which details the Contractor's approach to delivering an up-front Fraud Risk Assessment, and fraud and anti-corruption training for staff, partners, and contractors).
 - (iv) a security and business continuity plan.
 - (v) a governance and management structure building on the diagram in Schedule 14.
 - (vi) Other priority processes and plans as agreed in writing with DFAT from time to time.
 - m. develop key strategies and activity plans, including:
 - (i) a Gender Equity and Social Inclusion Strategy.
 - (ii) a Disability Equity and Rights Strategy.
 - (iii) a Localisation Strategy.
 - (iv) Strategic Communications and Branding Strategy, including proposed approach or approaches for continuation of APTC branding for selected activities, as informed by research and analysis, and in consultation with DFAT.
 - n. develop Country Plans as the guiding document for country-level activities. The Country Plans must:
 - (i) be prioritised and developed in discussion with DFAT.
 - (ii) be developed in consultation with key stakeholders, including Partner Governments; Pacific and Timor-Leste training providers and national qualification authorities; industry and employer representatives; and civil society representative groups, including women's organisations and organisations of persons with disabilities (OPDs). Consider combining with program logic workshop and partnership workshops.
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- (iii) identify how the program contributes to partner countries' national policies, priorities, and development goals.
 - (iv) include an appropriately pitched executive summary to be shared with Government partners and stakeholders.
 - (v) include a Political Economy Analysis (PEA), country engagement strategy, policy dialogue matrix and partnership brokering plan.
 - (vi) map activities and budget to each of the EOPOs.
 - (vii) include GEDSI plans, budget and activities aligned to the GESI Strategy, Disability Equity and Rights Strategy and Program Logic.
 - (viii) outline country-specific MEL framework, plan, and budget, including for capacity development.
 - (ix) include a review/update schedule for the term of this Deed (each Country Plan must be reviewed and updated annually as part of the development of the Annual Plan and costings).
 - (x) incorporate a percentage of 'unallocated' program funds (to be pre-agreed with DFAT) for each country to respond to emerging priorities, Partner Government requests, or to build on and expand successful pilot initiatives.
 - o. scope and deliver potential "green shoots" pilot programs. The Contractor must:
 - (i) Plan with DFAT, and resource, the piloting of innovative skills development models.
 - (ii) provide opportunities for Pacific and Timor-Leste training providers to demonstrate capacity.
 - (iii) design and deliver, evaluate, and report on at least one pilot program by the end of the inception phase.
 - p. resource the risk management function, mitigation controls and treatments. It is expected that responsibility for risk management will rest with the Contractor. The Contractor will create and support a collaborative risk management environment where there is routine and proactive risk monitoring and clear processes to report and apply risk treatments.
 - q. develop and oversee contract management functions, including an annual plan, procurement, a MEL system (including MEL Framework and plan), management information system (MIS), in-house quality management systems, risk management matrix, compliance with DFAT policies and responding to DFAT reporting requests as required.
 - r. validate key documents (e.g. the whole-of-program logic and the MEL Framework). The Contractor must:
 - (i) organise and facilitate program logic, partnership, and inception workshops with DFAT, the PASP team, and stakeholders from participating countries.
 - (ii) manage the implementation phase (July 2026 – December 2029). This includes, but is not limited to:
 1. continuing activities from the inception phase.
 2. coordinating, collaborating, partnering, and sharing knowledge with national and regional stakeholders for the benefit and improvement of the investment.
 3. identifying opportunities and activities to improve national and regional labour market analysis and data collection.
 4. with DFAT, exploring opportunities to, and interest in development of, a regional skills forum and other regional activities (as identified and agreed with DFAT).
 - (iii) use an adaptive management approach, building on opportunities for reflection to make sense of new information and course correction as appropriate. This will include fostering a culture of learning, collaboration and evidence-based decision-making. This approach will be across four mutually supportive parts of the adaptive management system:
-

1. organisational systems
2. organisational culture
3. people and skills
4. the enabling environment.

(iv) build staff skills and an organisational culture focused on thinking and working politically.

8. DELIVERY APPROACH

- 8.1 The Contractor will deliver contract and program management of PASP, a flexible mechanism, with the ability to respond to current and future skills needs, as training providers demonstrate readiness and the investment matures.
- 8.2 The Contractor will undertake locally calibrated pathways to strengthen skills training capacity as participating countries are at different stages of skills development.
- 8.3 The Contractor will apply the design framework workstream approach to country-level activities.
- a. further planning will be undertaken at country-level during the investment's inception period to prioritise workstream selection with key stakeholders.
- 8.4 The Contractor will action the following workstreams in accordance with country priorities:
- a. *delivery of quality, industry-relevant and demand-driven skills development:*
 - i. broker partnerships with Pacific and Timor-Leste skills quality agencies/qualifications authorities and training providers to strengthen the management and coordination of national skills systems and improve the quality and relevance of local skills development offerings.
 - ii. support training providers to address skills system workforce constraints (particularly for trainers), including improving student information systems, student support management and facilities and resource management.
 - iii. partner with relevant ministries and agencies to support evidence-based skills sector decision-making.
 - b. *enhance pathways to employment in domestic and regional labour markets:*
 - i. in response to Pacific labour market needs and priorities, continue delivery of Australian qualifications where there is demand (building on the successes of APTC).
 - ii. enhance delivery of skills and training for workers seeking circular mobility opportunities.
 - iii. enhance delivery of skills and training that is industry-based, to promote upskilling or reskilling.
 - c. *enhance linkages between Pacific, Timor-Leste and Australian skills and training systems:*
 - i. broker regional partnerships between quality agencies / qualifications authorities and training providers.
 - ii. elevate people-to-people links across the region, including onshore and offshore skills and training opportunities.
 - iii. foster institutional engagement, including opportunities for twinning arrangements.

Ways of working

- 8.5 The Contractor and DFAT will focus on continuously strengthening the systems, processes, and governance mechanisms that underpin program delivery, through a commitment to a "one team" management approach.
- 8.6 Bi-annual or annual reflect and refocus processes will be undertaken to provide real time reflection on evidence of PASP's results and provide adaptive management opportunities.

8.7 An annual partnership check-in will ensure the continued efficiency this strategic partnership.

- a. a workshop to develop the initial approach to ways of working will be held during the transition phase.

Partnership

8.8 Partnerships are key to the success of PASP. The contractor will establish and maintain meaningful partnerships training providers, qualification authorities, industry and employer groups, and civil society networks including, for example, women's organisations and organisations of persons with disabilities (OPD). Guided by DFAT, the Contractor will support partnerships with Partner Governments at national and regional-level.

9. GOVERNANCE

- 9.1 Governance arrangements will be delivered and managed through a 3-tiered approach: a Governance Committee, an Implementation Committee, and national/thematic Sub-Committees. DFAT will determine the Terms of Reference, composition, membership, chair duties, constitution, and voting rules of these committees. The Contractor will participate in and provide secretariat responsibilities for all three committees.
- 9.2 The Governance Committee is responsible for setting the investment's strategic direction. It will maintain oversight, ensure progress and performance towards EOPOs, and endorse 'throughput' proposals. The Governance Committee will be chaired by DFAT and meet twice per year in February (to review planning) and September (to review progress and performance). It will also meet out of session as required.
- 9.3 The Implementation Committee will maintain activity level oversight, monitor delivery and achievement of the EOPOs, monitor key deliverables and milestones, and identify, manage, and mitigate risk. Implementation Committee meetings will be held fortnightly.
- 9.4 Sub-Committees will be established to provide country and activity level decision-making on each workstream. Sub-Committees may provide technical advice to the Governance and Implementation Committees as required and involve DFAT personnel from relevant investments (including the Pacific Australia Labour Mobility (PALM) scheme and the Australian Infrastructure Financing Facility for the Pacific (AIFFP)). Meetings will be held each month or every two months (depending on priority).

10. PROGRAM MONITORING, EVALUATION, AND LEARNING (MEL)

- 10.1 The approach to Monitoring, Evaluation, and Learning (MEL) will align with DFAT's MEL standards (as available on the DFAT website).
- 10.2 The Contractor must document the MEL system in its Monitoring, Evaluation, and Learning Framework. This must build on MEL outlined in the design framework, and draw on the existing MEL Framework to allow for continuity of data collection for key indicators, as relevant. The emphasis will be on clarity and usefulness, linking directly to DFAT decision making processes and reporting needs.
- 10.3 The Contractor must ensure the MEL system is designed to feed into decision making for the Annual Plan and inform ongoing management of the investment.
- 10.4 The MEL system must cover core services and all ad-hoc Services Orders. The Contractor's performance will be assessed across all core services and all Services Orders.
- 10.5 The Contractor is required to improve DFAT's visibility of the last mile (the appropriateness and safety of distribution to communities) over time. This may include research, agreements with distribution partners to provide last mile data if approved by DFAT, innovative and technological approaches to tracking HERS, post-distribution monitoring surveys and / or after-action reviews.
- 10.6 The Contractor is required to participate in any independent external reviews commissioned by DFAT, including providing relevant and necessary information about the Program.
- 10.7 The Contractor will be assessed annually in a DFAT the Partner Performance Assessment (PPA), or its successor equivalent.
- 10.8 DFAT will use the TAG or its own resources, assisted by independent advisors as needed, to maintain oversight of the activities of the Contractor. In addition to regular program management activities, two (2) evaluative reviews are likely to occur as follows:

Mid-Term Review

10.9 DFAT will conduct or commission a Mid-Term Review of PASP at time it determines in or about year 3, which will:

- a. examine program progress and impacts with regard to outcomes, through collecting data on immediate, basic changes that lead to longer, more transformative change
- b. review progress towards the milestones set out for the program
- c. provide an assessment of the Program's contribution to results achieved by that date
- d. evaluate the responsiveness and strategic coherence of the model, collaboration between APS agencies and the Contractor, how well monitoring and results management (MRM) and GEDSI have been strengthened, and to identify opportunities for improvement
- e. taking account of these and other indicators of performance and achievement, including the results of the PPA; and determine remedial actions in the event of unsatisfactory progress.

End-of-Program Evaluation

10.10 DFAT may, in its discretion, conduct or commission an End-of-Program Evaluation, which will either be at or about the end of the Initial Term or, if the option to extend the Deed Period is exercised, in year 7. The evaluation will provide an assessment of the program's performance, value, and achievement of outcomes.

Ad Hoc Reviews and obligation to co-operate with all reviews

10.11 DFAT may initiate ad hoc reviews of PASP. The Contractor must cooperate with, assist, and help to facilitate these, and all other reviews, as directed by DFAT.

TAG

10.12 In partnership with DFAT, the Contractor will establish an independent TAG to support DFAT with management, internal MEL processes, and quality assurance. The TAG will provide an additional level of technical robustness to the investment. Representatives will be determined during the transition phase and will include technical advisers from the Pacific and Timor-Leste in skills development, MEL, and GEDSI.

11. REPORTS

11.1 The Contractor must provide DFAT with reports by the dates as set out in Contract schedules and Services Orders. The format and content of each report must be discussed with DFAT prior to drafting and submission. Dates and reports may change with written agreement by DFAT and the Contractor.

11.2 All reports must:

- a. comply with DFAT's Monitoring and Evaluation and Learning Standards.
- b. be accurate and not misleading in any respect.
- c. comply with DFAT's Guidelines for Preparing Accessible Content.
- d. be prepared in accordance with directions provided by DFAT.
- e. be provided at the time specified in the Contract or as agreed in writing with DFAT.
- f. be prepared to be published on the DFAT or program website, ensuring any sensitive information is easily redacted (i.e included in annexes);
- g. be provided in both an appropriate editable and locked version such as in Microsoft Word and PDF, unless otherwise approved or requested by DFAT.

11.3 DFAT may 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. DFAT may reduce (either partially or entirely) payment of Fees for any report which materially does not, in the opinion of DFAT, meet the requirements or standards outlined in the Contract, or for repeated report submissions that, in the opinion of DFAT, do not meet the requirements or standards outlined in the Contract.

- 11.4 DFAT acceptance of a report does not constitute agreement as to information the Contractor has proposed as confidential. DFAT will make a determination as to what is and is not confidential at the point in time that a report or other information will be used for a purpose such as publishing or in a procurement process.

12. PROFILE, BRANDING, STRATEGIC COMMUNICATION AND PUBLIC DIPLOMACY

- 12.1 Ensuring that PASP makes a strong contribution to Australia's public diplomacy efforts in the Pacific and Timor-Leste is a priority for DFAT. The Contractor will develop a Strategic Communications and Branding Strategy during the inception phase that identifies substantial, creative, and well-targeted communications and marketing opportunities to profile the program.
- 12.2 Communications must be responsive to DFAT needs, focused on fostering positive relationships with all stakeholders, and support a range of public diplomacy initiatives.
- 12.3 The Contractor must ensure subcontractors for any physical merchandise procured is of an appropriate quality, having regard to its purpose, and ensure expenditure on merchandise is appropriate value for money.
- 12.4 PASP will enhance the visibility of the Australian Government's economic partnership investments in the Pacific and Timor-Leste. The Contractor must ensure Australia's partnership with businesses and Pacific and Timor-Leste governments is emphasised in all communications, activities and reports. The Contractor will confirm branding protocols in the Communications Strategy.

13. PERFORMANCE

- 13.1 The Contractor will cooperate with DFAT's evaluations of PASP including but not limited to Partner Performance Assessments (PPAs).

Partner Performance Assessment

- 13.2 The PPA assesses the performance of the Contractor. The objective of the PPA is to support achievement of the EOPOs, support continuous improvement and manage underperformance.
- 13.3 Where DFAT initiates a PPA under a Services Order, the Contractor must provide a self-assessment of its performance against PPA criteria, and against the Contractor performance criteria, to DFAT for the purposes of the PPA. DFAT and the Contractor will compare and discuss the results of DFAT's assessment and the Contractor's self-assessment to align expectations, identify areas of good performance or opportunities to improve performance, and agree actions.
- 13.4 This discussion will take place no later than fourteen (14) days after the Contractor receives the draft PPA report from DFAT. Subsequent to this discussion, DFAT will inform the Contractor of its final assessment. The Contractor will have the opportunity to place its response on record within fifteen (15) Business Days of receiving DFAT's assessment or such other timeframe DFAT may agree in writing.

Investment Monitoring Reports (IMRs)

- 13.5 IMRs assess how aid investments have performed against six aid quality criteria. Information from IMRs is primarily used for DFAT investment management and decision-making and is gathered from implementing partner reporting, monitoring visits, reviews and evaluations. An IMR process assesses the performance of an investment over the previous 12 months.
- 13.6 The Contractor will support DFAT to draft IMRs for PASP around March of each year.

Final IMR

- 13.7 The Final IMR (FIMR) is completed for investments that have ended. A FIMR evaluates the performance of an investment over its lifetime against planned outcomes not only in the preceding 12-month period. In the final year of an investment, a FIMR is conducted instead of an IMR.
- 13.8 The Contractor will support DFAT draft the FIMR for the PASP program in the final year of the Deed.

PERFORMS

- 13.9 The Contractor is to provide PASP specific data into PERFORMS, DFAT's on-line contractor reporting portal as advised and requested (The Contractor is to also provide program specific content for other documents as requested by DFAT).

SCHEDULE 2 – PRICING SCHEDULE

All amounts within are expressed in Australian Dollars (AUD). Unless expressly specified as being inclusive of GST, all prices and consideration for supplies of Services and materials are exclusive of GST.

1 MAXIMUM AMOUNT PAYABLE

- 1.1 All Services Order agreed between the Parties must be calculated and determined in accordance with the pricing set out in this Schedule 2.
- 1.2 The maximum amount payable by DFAT to the Contractor for the provision of the Goods and/or Services will not exceed the sum agreed in the form of individual Services Orders. DFAT will not be liable for any Costs or expenditure incurred by the Contractor in excess of this amount. s 47E(d)

2 MANAGEMENT FEES

- 2.1 The Management Fees to be charged by the Contractor for Services Orders issued under this Deed will be calculated in line with s 47G(1)(a)

s 47G(1)(a)

- 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
 - (c) costs of Contractor administrative and head office staff if any
- s 47G(1)(b)

- (f) costs of complying with the Contractor's reporting and liaison obligations under this Contract
- (g) costs associated with all personnel briefings in Australia or in-country

- (h) costs associated with any subcontracting and procurement of goods and services not including costs associated with recruitment, subcontracting and procurement of goods and services for Activities that are payable as Activity Costs
- (i) costs associated with the Contractor's consortium for this Contract
- (j) costs, including domestic and international travel, accommodation, per diems and local transport costs where required for Contractor Head Office personnel
- (k) any other overheads required to perform the Services in accordance with this Contract
- (l) all escalators for the management fees for the term of this Contract
- (m) any allowance for risks and contingencies.

3 DFAT shall pay the Management Fees on receipt of a correctly rendered invoice and subject to DFAT's acceptance of the satisfactory completion of the relevant Contract Milestones or Program Outcomes/Results and/or the average rating achieved as part of each Partner Performance Assessments (as applicable). The Management Fee amount payable under each category will be mutually agreed by both parties and included in Schedule 2 of an executed Services Order.

4 Payment by Contract Milestones

- 4.1 DFAT shall pay the Management Fees by Contract Milestones subject to the Contractor's satisfactory achievement of the relevant milestone(s) based on the verifiable indicators, as set out in Pricing Schedule of each Services Order on receipt of a correctly rendered invoice.
- 4.2 If a Milestone is DFAT's acceptance of a report, DFAT shall not be obliged to make the Milestone Payment until all of the outputs to be achieved by the Contractor in the period covered by the report have been achieved.

5 PROGRAM OUTCOME/RESULTS

s 47G(1)(b)

- 5.3 PBR payments will rely on the MEL systems for validation and any annual reviews and evaluations, including independent assessments DFAT agrees.
- 5.4 Where possible, the DFAT Representative will provide a response or approval for achievement of a result within twenty (20) Business Days of the due date agreed in writing by both parties.
- 5.5 If the total target is not achieved, no payment may be made or partial payments may be considered at DFAT's discretion. Alternatively, targets may be rolled over to the following reporting period, although a fee reduction may apply at DFAT's discretion.
- 5.6 In the event DFAT deems there to have been significant external events such as natural disasters, civil unrest etc., that are outside of DFAT and the Contractor's control, alternative milestones and indicators will be agreed.
- 5.7 DFAT shall pay the Management Fees by PBRs progressively, within one month of a correctly rendered invoice following satisfactory achievement of results as specified and agreed with DFAT.

6 PAYMENT BY PARTNER PERFORMANCE ASSESSMENT

- 6.1 Payment by Partner Performance Assessments is subject to the Partner Performance Assessments (PPA) to be conducted during the term of the relevant Contract with the applicable payable amount subject to **Table 2** below and the Pricing Schedule of each Services Order
- 6.2 The applicable payable amount is subject to the average PPA rating (up to two decimal points) that will be determined by calculating the sum of all performance ratings and dividing it by the total number of performance criteria forming part of the relevant PPA.

s 47G(1)(a)

8 PERSONNEL COSTS

- 8.1 DFAT will pay the Contractor for Personnel Costs at the end of each thirty (30) day period on a reimbursable basis in arrears subject to receipt of a correctly rendered invoice.
- 8.2 For Short Term Personnel DFAT will pay the Contractor the Adviser's daily remuneration rate, which may include but is not limited to:
- (a) base salary, plus any other entitlements in line with local labour laws (if applicable); and
 - (b) Superannuation Guarantee Contribution, if any.
- 8.3 For Long Term Personnel DFAT will pay the Contractor the person's monthly remuneration rate, which may include but is not limited to:
- (a) base salary and agreed allowances;
 - (b) Superannuation Guarantee Contribution, if any;
 - (c) agreed annual and personal leave;
 - (d) agreed public holidays;
 - (e) private transport costs; and
 - (f) all escalators for the term of the relevant Contract.

9 PERSONNEL SUPPORT COSTS

- 9.1 DFAT will pay the Contractor for Personnel Support Costs at the end of each thirty (30) day period on a reimbursable basis in arrears subject to receipt of a correctly rendered invoice.
- 9.2 Personnel Support Costs may include, but are not limited to the following:
- (a) economy class travel costs (return airfare, visa, travel to and from airport, transit costs, per diem, accommodation), including for any dependents;
 - (b) housing costs, including:

- i. expenses associated with accommodation for non- local Personnel. Personnel with partners who are already in receipt of an expatriate accommodation allowance will not be eligible for reimbursement of Housing Costs.
- ii. dependents: expenses associated with the costs of education for dependent children if applicable;
- (c) medical insurance and medical clearance;
- (d) quarantine costs, if applicable;
- (e) mobilisation and demobilisation costs - may include all reasonable one-off costs associated with mobilisation and demobilisation, such as any necessary medical clearances and inoculations; uplift of effects; storage; and the cost of one return international flight from home location for the Long Term Adviser/Personnel and dependents.
- (f) communication costs;
- (g) any expenses associated with any adaption adjustments for Personnel or dependents with a disability as agreed with DFAT; and
- (h) reasonable security costs, if any.

10 OPERATIONAL COSTS

- 10.1 DFAT will pay the Contractor for Operational Costs at the end of each thirty (30) day period on a reimbursable basis in arrears subject to receipt of a correctly rendered invoice.
- 10.2 The Contractor must retain all receipts for all expenditure items claimed for reimbursement for audit purposes.
- 10.3 The Operational Costs include, but are not limited to:
 - (a) office furniture;
 - (b) office fit-out costs / running costs / rent / utilities;
 - (c) IT equipment and running costs / communications;
 - (d) office consumables;
 - (e) recruitment costs (those directly attributable to the Project);
 - (f) staff meeting costs;
 - (g) staff career development costs (those directly attributable to the Project);
 - (h) vehicle and running costs for Services-related purposes (including program vehicle insurance as specified in clause 2.2(d)ii of this Schedule 2);
 - (i) medical clearances for locally engaged staff, if required;

s 47G(1)(b)

s 47G(1)(b)

(l) any other costs as agreed in writing with DFAT.

11 PROGRAM ACTIVITY COSTS

- 11.1 DFAT will pay the Contractor for Activity Costs at the end of each thirty (30) day period on a reimbursable basis in arrears subject to receipt of a correctly rendered invoice.
- 11.2 The Activities to be funded from this line-item will be determined in the Annual Work Plans. Amendments to the Annual Work Plans will be agreed by both parties in writing.

12 CLAIMS FOR PAYMENT

- 12.1 The Contractor's tax invoice must be submitted when due pursuant to Schedule 2 of a Services Order in a form identifiable with the Goods and/or Services and in accordance with that Services Order.
- 12.2 All claims for payment must be addressed to:
- Chief Finance Officer
Department of Foreign Affairs and Trade
RG Casey Building
John McEwen Crescent
Barton
- 12.3 Tax invoices will be sent to accounts.payable@dfat.gov.au with a copy to the DFAT Activity Manager. 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>

SCHEDULE 3A – REQUEST FOR QUOTATION TEMPLATE

This Request for Quotation (including any attachments) is issued by DFAT in accordance with **clause 5** of the Deed of Standing Offer for the provision of Services for PASP, executed between DFAT and DT Global Asia Pacific Pty Ltd (ABN 23 006 170 869) on [insert date] (the Deed). The Quotations must be sent via email to [insert relevant DFAT email address to receive quotes].

DRAFTING NOTE – YOU MUST CONSULT WITH THE DFAT PASP CONTRACT MANAGER PRIOR TO CONTACTING THE PASP CONTRACTOR. ALL SERVICES ORDERS MUST BE COORINDATED THROUGH THE DFAT PASP CONTRACT MANAGER.

RFQ number	[insert RFQ number]
RFQ closing date	[insert closing date of RFQ]
DFAT contact details for RFQ	[insert name and contact details]

DFAT requirements for this RFQ

Item number	Description	Details
1.	Proposed Initial Services Order Period	[DFAT to insert start date of Initial Services Order Period e.g. dd/mm/yy] to [insert end date of Initial Contract Period e.g. dd/mm/yyyy]
2.	Services Order Option Period	[DFAT to insert Services Order Option Period e.g., 2 periods each being 1 year in duration, including the start dates and end dates for each Contract Option Period (from dd/mm/yyyy to dd/mm/yyyy). Otherwise insert 'not applicable']
3.	Background	[[Insert background information to the Services Order that may be useful to the Contractor. The background should be limited to that information needed to acquaint the Contractor with the basic requirement. As this item is not intended to place additional obligations on the Contractor, mandatory statements (i.e. “must”, “will”) should <u>not</u> be used. Care must also be taken to ensure that statements made in this item do not conflict with other elements of the Services Order.]
4.	Services to be provided, including list of Deliverables and Goods to be delivered	Select from: (a) Program Implementation and Management; (b) Deployment Support and Logistics; and (c) Operations Management.
5.	Personnel category (skill set required)	[insert (e.g. Junior role or Senior role) or leave blank to be determined in Contractor’s quote]
6.	Performance Standards / Key Performance Indicators (KPIs)	[insert applicable Performance Standards / KPIs to be achieved – or attach Performance Standards / KPIs as an additional page]
7.	Fee structure (Note to Contractor: all pricing submitted in response to this RFQ must be in accordance with the Deed and must identify any applicable GST as a separate amount).	[insert details (i.e. how Contractor is to cost the RFQ – management fees, personnel costs, operational costs and program costs etc)].

8.	Insurance	<i>[DFAT to specify if it requires higher insurance amounts than those set out in the Deed or insert "As per Deed of Standing Offer and the Standard Contract Conditions"]</i>
9.	Proposed limitation of liability amount	<i>[specify the proposed amount to which the Contractor's liability will be limited – for example: "The total Contract price" or "three times the total Contract price"]</i>
10.	Reports	<i>Refer to Statement of Requirement attached</i>
11.	Partner Performance Assessment	<i>DFAT may issue a Partner Performance Assessment under any resultant Contract.</i> DRAFTING NOTE – SERVICES ORDERS THAT ARE \$3 MILLION OR MORE REQUIRE A SERVICES ORDER SPECIFIC PPA TO BE DONE. SERVICES ORDERS LESS THAN \$3 MILLION CAN DO A STAND ALONE PPA OR CAN CONTRIBUTE TO THE OVERALL PASP PPA CONDUCTD UNDER SERVICES ORDER 1. PLEASE CONTACT THE DFAT PASP CONTRACT MANAGER FOR ADVICE.
12.	Monitoring and evaluation	<i>Contractor will be required to undertake and participate in all relevant M&E activities specified in the Deed and Services Order 1 as relevant to the specific services provided under any resultant Contract</i>
13.	Meetings	<i>[DFAT to insert proposed meeting requirements]</i>
14.	Selection criteria Please note the importance of responding to this Selection Criteria.	<i>[if required, include selection criteria, including details of any mandatory/weighted qualifications and experience. Alternatively, insert "In accordance with clause 5.3 of the Deed, Quotations will be evaluated on the basis of best value for money consistent with Commonwealth procurement policies"]</i>
15.	Other requirements	<i>[insert any other requirements]</i>

SCHEDULE 3B – SERVICES ORDER TEMPLATE

Services Order number – XXXXXX/SO number [Insert]			
DT Global Asia Pacific Pty Ltd ABN 23 006 170 869 has offered under clause 5.1 of the Deed of Standing Offer specified at item 1 below to provide the Services to DFAT. DFAT accepts this offer on the terms and conditions set out in the Deed and issues this Services Order in accordance with clause 5.3 of the Deed. Any inconsistency between this Services Order and another document forming part of this Contract is to be resolved in accordance with clause 5.5 of the Deed. Terms used but not defined in this Services Order have the meaning given to them in Schedule 10 – Standard Contract Conditions to the Deed.			

DFAT Representative	<i>[insert name and contact details]</i>
Contractor Representative	<i>[insert name and contact details]</i>

Item number	Description	Standard Contract Conditions clause reference	Details
1.	Deed No. and description	1.1	The Deed of Standing Offer for the Provision of the Pacific Australia Skills Platform (PASP) between DFAT and DT Global Asia Pacific Pty Ltd (ABN 23 006 170 869), as executed on [insert date] (Deed Number 80454)
2.	Initial Contract Period	1.1 and 2.1	<i>[insert term of Initial Services Order Period including the start date of that period – e.g. “12 months from 1 July 2025 to 31 December 2029”]</i>
3.	Services Order Option Period	2.2	<i>[insert Services Order Option Period e.g., 2 periods each being 1 year in duration, including the start dates and end dates for each Services Order Option Period (from dd/mm/yyyy to dd/mm/yyyy). Otherwise insert 'not applicable']</i>
4.	Background	N/A	<i>[insert or As per Schedule 1 to this Services Order]</i>
5.	Services	1.1 and 4	<i>As per Schedule 1 to this Services Order</i>
6.	DFAT requirements	4	<i>As per Schedule 1 to this Services Order</i>
7.	Meetings		<i>As per Schedule 1 to this Services Order</i>
8.	Monitoring and Evaluation		<i>[insert as per Schedule 1 to this Services Order or Not applicable]</i>
9.	Reports	39	<i>As per Schedule 1 to this Services Order</i>
10.	Performance Standards / Key Performance Indicators	5	<i>As per Schedule 1 to this Services Order</i>
11.	Personnel / Specified Personnel	1.1 and 33	<i>[insert details of Personnel and Specified Personnel]</i>
12.	Subcontractors	34	<i>[insert names and ABNs of any Subcontractors. To avoid doubt, this will include any independent contractors engaged by the Contractor. Otherwise insert 'not applicable']</i>
13.	DFAT Material	1.1	<i>[insert specific Material to be provided to the Contractor by DFAT (if any) and any restrictions on</i>

Item number	Description	Standard Contract Conditions clause reference	Details																
			<i>the use of the Material. Otherwise insert 'not applicable']</i>																
14.	DFAT Supplied Items	1.1	<i>[insert a description of DFAT Supplied Items to be provided to the Contractor or which it is required to procure. Otherwise insert 'not applicable']</i>																
15.	Contractor Background IP	1.1 and 9.1	<i>[insert a description of any specific Contractor Background IP. Otherwise insert 'not applicable']</i>																
16.	Payment – Fees, including any Payment Milestones	41	<i>As per Schedule 2 to this Services Order</i>																
17.	Additional/higher level of Insurance	8.8	<i>[insert details or otherwise No additional insurances required]</i>																
18.	Confidential Information	1.1 and 29	DFAT Confidential Information: <table><tr><th>Item (insert or remove as required)</th><th>Period of Confidentiality</th></tr><tr><td>DFAT Data</td><td>Perpetual</td></tr><tr><td>DFAT Material</td><td>Perpetual</td></tr><tr><td>Personal Information acquired by the Contractor from DFAT</td><td>Perpetual</td></tr><tr><td>Official Information</td><td>Perpetual</td></tr></table> Contractor Confidential Information: <table><tr><th>Item</th><th>Period of Confidentiality</th></tr><tr><td><i>[insert relevant items]</i></td><td></td></tr><tr><td></td><td></td></tr></table>	Item (insert or remove as required)	Period of Confidentiality	DFAT Data	Perpetual	DFAT Material	Perpetual	Personal Information acquired by the Contractor from DFAT	Perpetual	Official Information	Perpetual	Item	Period of Confidentiality	<i>[insert relevant items]</i>			
Item (insert or remove as required)	Period of Confidentiality																		
DFAT Data	Perpetual																		
DFAT Material	Perpetual																		
Personal Information acquired by the Contractor from DFAT	Perpetual																		
Official Information	Perpetual																		
Item	Period of Confidentiality																		
<i>[insert relevant items]</i>																			
19.	Limitation of liability amount	11	<i>[insert details or otherwise insert 'not applicable']</i>																
20.	Additional security requirements; level of security clearances required; and police checks	27	<i>[insert details of:</i> (a) <i>any security requirements additional to those set out in clause 27;</i> (b) <i>security clearances to be held by Contractor Personnel; and</i> (c) <i>police checks (if required).]</i>																
21.	Address for invoices		<i>[insert name and position of person to receive invoices]</i> <i>[insert postal address]</i> <i>[insert physical address]</i>																

Item number	Description	Standard Contract Conditions clause reference	Details
			<i>or by email to: [insert email address if used, otherwise insert 'not applicable']</i>
22.	Notices	21	DFAT <i>[insert name and position of person to receive Notices]</i> <i>[insert postal address]</i> <i>[insert physical address]</i> <i>[insert facsimile number]</i> <i>[insert email address]</i> Contractor <i>[insert name and position of person to receive Notices]</i> <i>[insert postal address]</i> <i>[insert physical address]</i> <i>[insert facsimile number]</i> <i>[insert email address]</i>

SIGNED for and on behalf of the **Commonwealth**)
of Australia represented by the Department of)
 Foreign Affairs and Trade, ABN 47 065 634 525, by:)

(Signature of authorised DFAT representative)

(Name of witness in block letters)

Date:)

SIGNED for DT Global Asia Pacific Pty Ltd in)
accordance with section 127(1) of the *Corporations*)
Act 2001 (Cth) by:)

(Signature of director) _____)

(Signature of director/company secretary*
(*delete whichever is not applicable))

(Name of director in block letters))

(Name of director/company secretary* in block letters (*delete whichever is not applicable))

Date:

Date:

Schedule 1 to Services Order XXXXXX/# (Template) – Statement of Requirements

Note: this Schedule will provide an outline of the specific requirements of the Services Order. Amend template as may be necessary.

1. PROGRAM GOVERNANCE

Oversight Mechanism

1.1 [insert]

Committees

1.2 [insert]

2. SERVICES

2.1 The Contractor will deliver **ongoing activities** from the program core management services, as described in the Deed and further details outlined in this Statement of Requirements:

- a. Program Implementations and Management;
- b. Deployment Support and Logistics; and
- c. Operations Management.

2.2 [insert details of services as required]

3. PERSONNEL

3.1 Long Term Personnel

- a. Program Manager
- b. Adviser
- c. Adviser

Short Term Personnel

- a. Specialist

4. REPORTING

4.1 During the Contract Period, the Contractor must deliver the following Deliverables as electronic documents unless specified otherwise by DFAT in writing:

Table 1: Reports

REPORT TYPE	DESCRIPTION	DUE DATE
Inception Plan	Summary	
	Mobilisation tasks / Deliverables	

REPORT TYPE	DESCRIPTION	DUE DATE
	Key Issues and Solutions for DFAT's attention	
Handover Plan	Refer to Deed for details. Transition plan will include all the functions to be performed to hand over the contract	
Completion Report	Summary of the achievements of the program throughout its entire operation, including summaries of all Annual Reports and include lessons learned and recommendations	

4.2 All Deliverables 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 and program outcomes;
- d. Comply with the Digital Transformation Agency Accessibility and Inclusivity Content Guide;
- e. Be prepared to be published on the DFAT or program website, ensuring any sensitive information is easily redacted (i.e included in annexes);
- f. Be provided in Microsoft Word format (or Microsoft Excel format for spread sheets) unless otherwise approved or requested by DFAT;
- g. Not incorporate either DFAT or the Contractor's logo;
- h. Be provided at the time specified in this Schedule; and
- i. Be provided in accordance with the specification under the Deed.

4.3 The Contractor must submit each Deliverable in Table 1 of this Schedule to DFAT for DFAT's consideration by the due date specified in that Table. After receiving each Deliverable, DFAT may notify the Contractor either that DFAT approves or does not approve the Deliverable.

4.4 If DFAT does not approve a Deliverable under clause 4.3 of this Schedule, the Contractor must:

- a. promptly take all reasonable action to address DFAT's reasons for not approving the relevant Deliverable; and
- b. resubmit the Deliverable (or the relevant part of it) to DFAT for DFAT's consideration.

DFAT will then either approve or not approve the resubmitted Deliverable in accordance with clause 4.3 of this Schedule.

4.5 Except as otherwise specifically agreed in writing by DFAT, the Contractor must implement (and otherwise act in accordance with) all Deliverables as approved by DFAT under clause 4.3 of this Schedule. Nothing in this clause 4.5 limits any other obligation of the Contractor under this Contract or at Law.

4.6 Dates and Deliverables may change with written agreement by DFAT and the Contractor.

5. MEETINGS

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

Table 2: Meeting Attendance

MEETING TYPE	LOCATION	DATE

5.2 The above meeting schedule will be reviewed and may be amended with the written agreement of DFAT.

5.3 The Contractor must participate in ad hoc meetings as requested by DFAT.

6. CONTRACT MILESTONES

Table 3: Milestones

#	MILESTONE DESCRIPTION	MEANS OF VERIFICATION	DELIVERY DATE*
1.			
2.			
3.			

Schedule 2 to Services Order XXXXXX/# (Template) – Payment

Note: this Schedule will provide an outline of the specific costs associated with the Services Order. Amend template as may be necessary.

1 MAXIMUM AMOUNT PAYABLE

- 1.1 The maximum amount payable by DFAT to the Contractor for the provision of the Goods and/or Services under this Contract will not exceed the sum of **\$00** plus GST if applicable. DFAT will not be liable for any Costs or expenditure incurred by the Contractor in excess of this amount.
- 1.2 The maximum amount payable is comprised of the following items:

Table 1: Maximum Amount Payable (exclusive of GST)

Row	Cost Category	Maximum Amount Payable (AUD)
1	Management Fees	0
2	Personnel Costs including: i. Long term Personnel Costs; ii. Short Term Personnel Costs; and iii. Short Term Personnel Pool Costs.	0 0 0
4	Personnel Support Costs - Housing - Medical Insurance - Mobilisation and Demobilisation	0 0 0
5	Operational Costs	0
6	[insert any other reimbursable costs]	0
7	Maximum Amount Payable (= Row 1 + Row 6)	0

- 1.3 The Contractor may reallocate funds between the cost categories set out in **Table 1 (Maximum Amount Payable)** this Schedule 2, except for Management Fees which are subject to prior written approval from DFAT. Table 1 of Annex 1 provides an indicative year-by-year breakdown of these cost categories.

2 MANAGEMENT FEES

- 2.1 The maximum amount payable to the Contractor in Management Fees will not exceed an amount calculated at [to be inserted]% of the Maximum Amount Payable (ie % of total Services Order Value) in Table 1.

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
- (c) costs of Contractor administrative and head office staff if any

s 47G(1)(b)

- (g) costs of complying with the Contractor's reporting and liaison obligations under this Contract
- (h) costs associated with all personnel briefings in Australia or in-country

s 47G(1)(b)

- (j) costs associated with the Contractor's consortium for this Contract
- (k) costs, including domestic and international travel, accommodation, per diems and local transport costs where required for Contractor Head Office personnel
- (l) any other overheads required to perform the Services in accordance with this Contract
- (m) all escalators for the management fees for the term of this Contract
- (n) any allowance for risks and contingencies.

2.3 DFAT will pay the Management Fees on receipt of a correctly rendered invoice in line with (and subject to any relevant terms and conditions of) **Schedule 2** of the Deed (including clauses 3 to 6 of that Schedule) and **Annex 1 (Table 2)** of this **Schedule 2**.

3 PERSONNEL COSTS

3.1 DFAT will pay the Contractor for Personnel Costs at the end of each thirty (30) day period on a reimbursable basis in arrears subject to receipt of a correctly rendered invoice.

3.2 Personnel Costs includes fees for Short-term and Long-term personnel categorised as Contractor Costs in **Clause 1.2 – Table 2** of this Schedule.

3.3 For Short Term Personnel or the Short Term Personnel Pool, DFAT will pay the Contractor the Adviser's daily remuneration rate, which may include but is not limited to:

- (a) base salary, plus any other entitlements in line with local labour laws (if applicable); and
- (b) Superannuation Guarantee Contribution, if any.

3.4 If applicable, any proposed unallocated Short Term Personnel Pool of inputs must be approved for use through the Annual Plan. On exception, inputs may be approved with prior written agreement by DFAT. Costs shall be drawn down from the unallocated Short Term Personnel Pool of inputs listed in **Table 1**.

3.5 For Long Term Personnel, DFAT will pay the Contractor the person's monthly remuneration rate, which may include but is not limited to:

- (a) base salary and agreed allowances;

- (b) Superannuation Guarantee Contribution, if any;
- (c) agreed annual and personal leave;
- (d) agreed public holidays;
- (e) private transport costs; and
- (f) all escalators for the term of this Contract.

4 PERSONNEL SUPPORT COSTS

4.1 DFAT will pay the Contractor for Personnel Support Costs at the end of each thirty (30) day period on a reimbursable basis in arrears subject to receipt of a correctly rendered invoice.

4.2 Personnel Support Costs may include, but are not limited to the following:

- (a) economy class travel costs (return airfare, visa, travel to and from airport, transit costs, per diem, accommodation), including for any dependents;
- (b) housing costs, including:
 - iii. expenses associated with accommodation for non- local Personnel. Personnel with partners who are already in receipt of an expatriate accommodation allowance will not be eligible for reimbursement of Housing Costs.
 - iv. dependents: expenses associated with the costs of education for dependent children , if applicable;
- (c) medical insurance and medical clearance;
- (d) quarantine costs, if applicable;
- (e) mobilisation and demobilisation costs - may include all reasonable one-off costs associated with mobilisation and demobilisation, such as any necessary medical clearances and inoculations; uplift of effects; storage; and the cost of one return international flight from home location for the Long Term Adviser/Personnel and dependents.
- (f) communication costs;
- (g) any expenses associated with any adaption adjustments for Personnel or dependents with a disability as agreed with DFAT; and
- (h) reasonable security costs, if any.

5 OPERATIONAL COSTS

5.1 DFAT will pay the Contractor for Operational Costs at the end of each thirty (30) day period on a reimbursable basis in arrears subject to receipt of a correctly rendered invoice.

5.2 The Contractor must retain all receipts for all expenditure items claimed for reimbursement for audit purposes.

5.3 The Operational Costs include, but are not limited to:

- (a) office furniture;

- (b) office fit-out costs / running costs / rent / utilities;
- (c) IT equipment and running costs / communications;
- (d) office consumables;
- (e) recruitment costs (those directly attributable to the Project);
- (f) staff meeting costs;
- (g) staff career development costs (those directly attributable to the Project);
- (h) vehicle and running costs for Services-related purposes (including program vehicle insurance as specified in clause 2.2(d)ii of this Schedule 2);
- (i) medical clearances for locally engaged staff, if required;

s 47G(1)(b)

- (l) any other costs as agreed in writing with DFAT.

6 PROGRAM ACTIVITY COSTS

- 6.1 DFAT will pay the Contractor for Activity Costs at the end of each thirty (30) day period on a reimbursable basis in arrears subject to receipt of a correctly rendered invoice.
- 6.2 The Activities to be funded from this line-item will be determined in the Annual Work Plans. Amendments to the Annual Work Plans will be agreed by both parties in writing.

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 Goods and/or Services and in accordance with this Contract.
- 7.2 All claims for payment must be addressed to:

Chief Finance Officer
Department of Foreign Affairs and Trade
RG Casey Building
John McEwen Crescent
Barton
- 7.3 Tax invoices will be sent to accounts.payable@dfat.gov.au with a copy to the DFAT Activity Manager. 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>

Annex 1

Table 1 - [INSERT Pricing Fee Table]

Row	Cost Category	Insert Dates	Insert Dates	Insert Dates	Insert Dates	Insert Dates	Maximum Amount Payable (AUD)
1	Management Fees						
2	Long-Term Personnel Costs						
3	Personnel Support Costs						
4	Short-Term Personnel Costs						
5	Operational Costs						
6	Program Activity, MEL, GEDSI Costs						
	Maximum Amount Payable						

Table 2 – Management Fee Breakdown Table

Item	Insert Dates	Insert Dates	Insert Dates	Insert Dates	TOTAL
Total					

SCHEDULE 4 (INSTRUMENT OF ACCEPTANCE)

INSTRUMENT OF ACCEPTANCE in respect to the irrevocable offer to supply Services to another Agency pursuant to:

The Deed of Standing Offer for the provision of the Pacific Australia Skills Program between the Department of Foreign Affairs and Trade and DT Global Asia Pacific Pty Ltd ABN 23 006 170 869.

To:

[insert name of Contractor]

[Insert Contractor's address for notices under the Deed]

The offer to *[insert name of Agency]* to provide the Services under clause 5.8(a) of the Deed is accepted.

In accordance with clause 5.8 of the Deed the following modifications to the terms and conditions of the Deed apply to adapt it to the circumstances of *[insert name of Agency]*.

Note: The format of this Schedule is provided as an example only and may be amended to address particular Agency requirements.

1. REFERENCES TO DEPARTMENT

- 1.1 A reference to DFAT is to be taken as a reference to the:
- (a) Commonwealth of Australia represented by *[insert name of Agency]*; or
 - (b) *[insert name of Agency]*,
- as the case requires.

2. AMENDMENT OF DETAILS SCHEDULE**Agency details**

- 2.1 The contents in the Details Schedule making reference to DFAT are deleted and replaced with:
- [Insert name of Agency]*
- [Insert address of Agency]*
- [Insert ABN of Agency]*

Specification of Agency Representative

- 2.2 The contents in the Details Schedule making reference to the DFAT Representative and DFAT Escalation Representative are deleted and replaced with:
- [insert position and contact details of Agency Representative]*
- [insert position and contact details of Agency Escalation Representative]*

Specification of Commencement Date

- 2.3 For the purposes of the Commencement Date of the Deed, that date will be the date this Instrument of Acceptance is executed by the Parties, or if executed on separate days, the date of last execution.

Address for Notices

- 2.4 The address for Notices for DFAT specified in the Details Schedule are deleted and replaced with:

[Insert name of and position of person to receive Notices]

[Insert postal address of Agency]

[Insert physical address of Agency]

[Insert facsimile number]

Specification of Address for Invoices

- 2.5 The contents of Schedule 2 relating to the address for invoices (below the words 'All claims for payment should be sent to') is replaced with the following:

[Insert position and name of the Agency representative]

[Insert postal address]

3. SERVICE REQUIREMENTS

- 3.1 *[Additional requirements should be inserted here or attached to this Instrument of Acceptance. Alternatively, insert "As per Schedule 1 of the Deed"].*

SIGNED for and on behalf of the

COMMONWEALTH OF AUSTRALIA

represented by the [Agency]:

in the presence of:

Signature of PGPA Delegate

Signature of witness

Name of Delegate (*Print*)

Name of witness(*Print*)

Date: _____

SIGNED for and on behalf of
[Company] in accordance
with s. 127 of the *Corporations*
Act 2001 (Cth) by:

Signature of Director

Signature of Director/Company Secretary

Name of Director (*Print*)

Name of Director/Company Secretary (*Print*)

Date: _____

SCHEDULE 5 – PERFORMANCE GUARANTEE

Not used

SCHEDULE 6 – PARTNER PERFORMANCE ASSESSMENT

Note:

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 undertaken by the 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 Business Days to endorse the ratings. PPAs must be approved by a relevant DFAT EL2 officer or above and uploaded onto AidWorks. 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 for contractor.performance@dfat.gov.au.

The Partner Performance Assessment template is available from the DFAT agreement manager (via AidWorks)

SCHEDULE 7 – ADVISER PERFORMANCE ASSESSMENT

The Adviser Performance Assessment template is available on the DFAT website at

<https://dfat.gov.au/about-us/business-opportunities/Pages/resources.aspx>

SCHEDULE 8 – DEED OF CONFIDENTIALITY

THIS DEED POLL is made on the _____ day of _____ 20

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

BY [insert name of person making this Deed Poll], of [insert address],

RECITALS

- A. DFAT and [insert name of Contractor] (the "Contractor") have entered into a contract pursuant to **clause 5.4** of the Deed of Standing Offer for the provision of [insert title of Services] (Deed No. [insert]) by signing a Services Order (No. [insert number]) dated [insert date] for the provision of certain Services ('**Contract**').
- B. I will be engaged directly or indirectly by the Contractor in connection with the performance of the Contract.
- C. In the course of performing the Services to be provided under the Contract, I may have access to DFAT's Confidential Information.
- D. I understand that the improper use or disclosure of the DFAT's Confidential Information may damage DFAT and impair its ability to perform its functions.
- E. DFAT therefore requires me to execute this Deed Poll to ensure that the Confidential Information is protected by me.

OPERATIVE PART**1. DEFINITIONS**

In this Deed Poll, unless the contrary intention appears:

Confidential Information means information that:

- (a) is by its nature confidential;
 - (b) is designated by DFAT as confidential; or
 - (c) I know or ought to know is confidential,
and includes to the extent that it is confidential:
 - (d) information comprised in or relating to any Intellectual Property of DFAT or third parties where the third-party Intellectual Property is made available by or on behalf of DFAT;
 - (e) information relating to the internal management and structure of the Department of Foreign Affairs and Trade, DFAT or the Commonwealth of Australia;
 - (f) Data; and
 - (g) personal information under the *Privacy Act 1988*;
- but does not include information which:
- (h) is or becomes public knowledge other than by breach of this Deed or other obligation of confidentiality; or
 - (i) has been independently developed or acquired by the Recipient as established by written evidence.

Contract means the contract referred to in Recital A.

Data includes any information provided to the Contractor under the 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.

Deed of Standing Offer means the Deed of Standing Offer for the provision of [insert details] (Deed No. [insert]) dated [insert date].

Intellectual Property Rights means all intellectual property rights, including but not limited to, the following rights:

- (a) patents, copyright, rights in circuit layouts, designs, trade marks (including goodwill in those marks), domain names;
- (b) any application or right to apply for registration of any of the rights referred to in paragraph (a); and
- (c) all rights of a similar nature to any of the rights in paragraphs (a) and (b) which may subsist in Australia or elsewhere, whether or not such rights are registered or capable of being registered.

Services means the services to be performed by me under a Services Order.

Services Order means an order placed by DFAT with the Contractor in accordance with the Standing Offer Terms.

Standing Offer Terms means the terms of the Deed of Standing Offer.

2. INTERPRETATION

2.1 In this Deed Poll, unless the contrary intention appears:

- (a) words importing a gender include any other gender;
- (b) words in the singular include the plural and words in the plural include the singular;
- (c) clause headings are inserted for convenient reference only and have no effect in limiting or extending the language of provisions to which they refer;
- (d) words importing persons include a partnership and a body whether corporate or otherwise; and
- (e) where any word or phrase is given a defined meaning, any other part of speech or other grammatical form in respect of that word or phrase has a corresponding meaning.

3. NON DISCLOSURE

- 3.1 I have been notified, in writing, of all Confidential Information described in the Services Order.
- 3.2 I will treat as secret and confidential all Confidential Information to which I have access, or which is disclosed to me.
- 3.3 I will not disclose any Confidential Information to any person without the prior written consent of DFAT.
- 3.4 If DFAT grants its consent for me to disclose Confidential Information, it may impose conditions on that consent. In particular, DFAT may require that I obtain the execution of a Deed Poll in these terms by the person to whom I propose to disclose the Confidential Information.
- 3.5 My obligations under this Deed Poll will not be taken to have been breached where I am legally required to disclose the Confidential Information.

4. RESTRICTION ON USE

- 4.1 I will use the Confidential Information only for the purpose of my duties in respect of performance of the Contractor's obligations under the Contract.
- 4.2 I will not copy or record the Confidential Information without the approval of DFAT.
- 4.3 Subject to **clause 3.3**, I will not allow any other person other than DFAT access to the Confidential Information.
- 4.4 I will take all necessary precautions to prevent accidental disclosure or, unauthorised access to or copying of the Confidential Information in my control.
- 4.5 Despite **clause 3.5**, if I am required or anticipate or have cause to anticipate that I may be required by law, to disclose Confidential Information, I must immediately notify DFAT of the actual or anticipated requirement and

use my best endeavours (without breach of applicable law) to delay and withhold disclosure until DFAT has had a reasonable opportunity to oppose disclosure by lawful means.

5. POWERS OF DFAT

- 5.1 Immediately upon request by DFAT, I must deliver to DFAT all documents in my possession or control containing Confidential Information.
- 5.2 If at the time of such a request I am aware that documents containing Confidential Information are beyond my possession or control, then I must provide full details of the location of the documents and the identity of the person who has control of them.

6. ACKNOWLEDGEMENT

- 6.1 I acknowledge that any breach by me of this Deed Poll may damage DFAT and impair its ability to perform its functions.
- 6.2 Without limiting anything contained in this Deed Poll, I acknowledge that my attention has been drawn to the following legislative provisions which may have application to my handling of Confidential Information:
- (a) Part 5.6 (Secrecy of information) of the *Criminal Code Act 1995* (Cth);
 - (b) Part 10.7 of the *Criminal Code Act 1995* (Cth); and
 - (c) the *Privacy Act 1988* (Cth).

7. RELEASE IN RELATION TO INTELLECTUAL PROPERTY RIGHTS

- 7.1 I make no claim to Intellectual Property Rights in any material developed for DFAT under the Contract, and I acknowledge that such Intellectual Property Rights are dealt with, as between DFAT and the Contractor, as provided under the Contract.
- 7.2 I agree to join in and execute any further instrument which may be necessary to give effect to this **clause 7**.

8. CONSENT TO MORAL RIGHTS

- 8.1 In this **clause 8** 'Moral Rights' includes the following rights of an author of copyright material:
- (a) the right of attribution of authorship;
 - (b) the right of integrity of authorship; and
 - (c) the right not to have authorship falsely attributed.
- 8.2 In this **clause 8** 'Specified Acts' in relation to any copyright material, means the following classes or types of acts or omissions:
- (a) those which would, but for this clause, infringe the author's right of attribution of authorship; and
 - (b) those which would, but for this clause, infringe the author's right of integrity of authorship,
- but does not include:
- (c) those which would infringe the author's right not to have authorship falsely attributed.
- 8.3 I hereby consent to the Specified Acts (whether occurring before or after this consent is given) in relation to any copyright material developed under the Contract of which I am the author.

9. DECLARATION AS TO CONFLICT OF INTEREST

- 9.1 In this **clause 9**, 'Conflict of Interest' means any circumstances in which the interests or personal circumstances of myself could influence, or could appear to influence my performance of duties or functions assigned to me under a Services Order in a manner detrimental to DFAT.
- 9.2 I warrant that, to the best of my knowledge after making diligent inquiry, at the date of this Deed Poll no Conflict of Interest exists or is likely to arise in the performance of the Services.
- 9.3 If, during the period of the Contract a Conflict of Interest arises, or appears likely to arise, I must:
- (a) notify DFAT immediately;

- (b) make full disclosure of all relevant information relating to the Conflict of Interest; and
- (c) take any steps DFAT reasonably requires to resolve or otherwise deal with the Conflict of Interest.

10. CONDUCT ON DFAT PREMISES

- 10.1 When using DFAT's premises I will comply with all reasonable directions of DFAT, including but not limited to documented procedures relating to work health, safety and security in effect at those premises. This obligation extends to all procedures which are notified to me by DFAT or which might reasonably be inferred by me in the circumstances.
- 10.2 In addition to the requirements in the preceding paragraph, I agree that when working on DFAT's premises I will comply with all applicable Commonwealth, State and local government laws, regulations and procedures relating to work health and safety in connection with the performance of my duties in respect of the Contract.

11. NOTICES

- 11.1 A notice, request or other communication will be deemed to have been received by me if it is in writing, marked to my attention and delivered or posted to my address for notices set out in **clause 11.3** below.
- 11.2 A notice is deemed effective:
- (a) if delivered by hand, upon delivery;
 - (b) if posted by pre-paid ordinary post within Australia, upon the expiration of two business days following the date upon which it was posted;
 - (c) if posted by airmail from one country to another, upon the expiration of eight business days following the date upon which it was posted; and
 - (d) if transmitted electronically or by facsimile, on receipt by the sender of an electronic or facsimile acknowledgement that the Notice has been properly transmitted to the recipient.
- 11.3 My address for notices is set out below:

Physical address:	
Postal address:	
Fax number:	
Email address:	

12. MISCELLANEOUS

- 12.1 This Deed Poll records the entire agreement between the parties in relation to its subject matter.
- 12.2 No variation of this Deed Poll is binding unless it is agreed in writing between the parties.
- 12.3 Any reading down or severance of a particular provision of this Deed Poll does not affect the other provisions of this Deed Poll.
- 12.4 No failure by DFAT to exercise, or delay by DFAT in exercising, any right in respect of this Deed operates as a waiver of that right.
- 12.5 A single or partial exercise by DFAT of any right in respect of this Deed does not prevent the further exercise of that right or of any other right in respect of this Deed.

13. SURVIVAL OF OBLIGATIONS

- 13.1 The provisions of this Deed Poll (other than clause 9) will survive the expiration or earlier termination of the Contract.

14. APPLICABLE LAW

- 14.1 This Deed will be governed in accordance with the law in the Australian Capital Territory.

EXECUTED as a Deed Poll.

SIGNED, SEALED AND DELIVERED, by [insert name] in the presence of:

_____)
 _____) Signature of
 _____)

.....
Signature of witness

.....

Name of witness
(Print)

Date:

SCHEDULE 9 – CONFIDENTIAL INFORMATION**Confidential Information identified by DFAT**

Clause number (if applicable)	Clause description or details of information to be kept confidential	Reason for classification	Period of Confidentiality
<i>[Insert]</i>	<i>[insert clause title]</i>	<i>[insert reasons]</i>	<i>[insert period]</i>
	<i>[insert additional rows as required]</i>		

Confidential Information identified by the Contractor

Clause number (if applicable)	Clause description or details of information to be kept confidential	Reason for classification	Period of Confidentiality
<i>[Insert]</i>	<i>[insert clause title]</i>	<i>[insert reasons]</i>	<i>[insert period]</i>
	<i>[insert additional rows as required]</i>		

SCHEDULE 10 – STANDARD CONTRACT CONDITIONS**1. DEFINITIONS AND INTERPRETATION****1.1. Definitions**

In this Contract, except where the contrary intention is expressed, the following definitions are used:

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

Australian Privacy Principle(s) has the same meaning as it has in the Privacy Act.

Background IP means IP that is in existence at the Services Start Date or is subsequently brought into existence other than as a result of the performance of this Contract, and is embodied in, or attaches to, the Contract Material or the Services or is otherwise necessarily related to the performance, functioning or operation of the Services. Background IP includes any IP in Material specified in **item 15** of the Services Order.

Business Day any day that is not a Saturday, Sunday or a public holiday recognised in Canberra, Australian Capital Territory, Australia.

Change in Control means, in relation to a body corporate, where the power (whether formal or informal, whether or not having legal or equitable force, whether or not based on legal or equitable rights and whether direct or indirect, including through one or more entities):

- (a) to control more than half of the voting power of the body;
- (b) to control the composition of the board of directors of the body; or
- (c) to control more than half of the issued share capital of the body, excluding any part of it which carries no right to participate beyond a specified amount in the distribution of either profit or capital,

resides with persons other than those holding that power on the 'Commencement Date' (as defined in the Deed).

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.

Commonwealth means the Commonwealth of Australia.

Commonwealth Grant Rules and Principles means the principles made from time to time under section 105C of the PGPA Act.

Commonwealth Procurement Rules ('CPRs') means the Rules made from time to time under section 105B(1) of the PGPA Act.

Confidential Information means:

- (a) any information that is described in **item 18** (Confidential Information) of the Services Order;
- (b) any other information that:
 - (i) is by its nature confidential; or
 - (ii) is listed for a Party in Schedule 9 of the Deed; or
 - (iii) a Party knows or ought to know is confidential,

but does not include information that:

- (a) is or becomes public knowledge otherwise than by breach of this Contract;
- (b) is in possession of a Party without restriction in relation to disclosure before the date of receipt; or
- (c) has been independently developed or acquired by the receiving Party.

Contract means this agreement between DFAT and the Contractor, as varied from time to time in accordance with **clause 15** (Amendment).

Contract Material means all Material brought into existence in the course of the Contractor's performance of this Contract (whether by the Contractor or its Personnel), including documents, visual data, information, text and data stored by any means.

Contract Period means the Initial Contract Period plus any extension in accordance with **clause 2.2**.

Contractor Representative means the person identified in the Services Order or, if no person is identified in the Services Order, in the Details Schedule of the Deed.

Corporations Act means the *Corporations Act 2001* (Cth).

Criminal Code Act List means the list of organisations that are specified as a 'terrorist organisation' through regulations made under the *Criminal Code Act 1995* as publicised on the [Australian National Security](#) website from time to time.

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.

day means a calendar day.

Deed means the deed of standing offer between the DFAT and the Contractor pursuant to which the Parties have entered into this Contract.

Deliverable means any Contract Material or other item or element of a Service to be provided by the Contractor under this Contract.

DFAT means the Department of Foreign Affairs and Trade.

DFAT Consolidated List means the list of all persons and entities subject to targeted financial sanctions or travel bans under Australian sanctions laws available on DFAT's website: <https://dfat.gov.au/international-relations/security/sanctions/Pages/consolidated-list.aspx>.

DFAT Data means any data and information relating to or concerning DFAT, and its operations, facilities, customers, personnel, assets and programs (including Personal Information) in whatever form that information may exist and whether entered into, stored in, generated by or processed through software or equipment by or on behalf of DFAT.

DFAT Material means any Material provided to the Contractor by DFAT, including the Material (if any) specified in item 13 of the Services Order.

DFAT Representative means the person identified in the Services Order, or if no person is identified in the Services Order, in the Details Schedule of the Deed.

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, and includes any such items listed in item 14 of the Services Order.

Eligible Data Breach has the same meaning it has under the Privacy Act.

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

Fees means the fees for the Services set out in the Services Order, which may include Management Fees and Personnel Costs, Operational Costs, Program Activity Costs but does include Reimbursable Costs.

Force Majeure Event includes acts of god or war, 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 means a person who was previously employed by DFAT (or seconded to DFAT), whose employment ceased within the last nine (9) months and who, in the twelve (12) months prior to their separation from DFAT, was substantially involved in the design, preparation, appraisal, review, and or daily management of this Contract or a Contract relating to a predecessor program, such as the Australia Pacific Training Coalition (APTC).

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

General Obligations means the obligations in **clause 3.1**.

Goods means the parts, equipment, consumables or other items (if any) described in the Services Order or required to perform the Services.

Grant means a contribution or a grant-like arrangement for the provision of financial assistance provided by, or on behalf of, DFAT:

- (a) which is intended to help achieve the policy objectives of the Australian Government;
- (b) which assists and supports the achievement of the goals of the recipient; and
- (c) under which the recipient is required to act in accordance with specified terms and conditions.

Grant Recipient means the recipient of a Grant.

GST has the meaning that it has in the GST Act.

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

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

Initial Contract Period means the period for which this Contract is intended to continue, as specified in item 2 of the Services Order.

Intellectual Property or **IP** means all present and future rights conferred by law in or in relation to any copyright (other than Moral Rights), trademarks, designs, patents, circuit layouts, plant varieties, business and domain names, inventions and Confidential Information, and other results of intellectual activity in the industrial, commercial, scientific, literary or artistic fields, whether or not registrable, registered or patentable.

These rights include:

- (a) all rights in all applications to register these rights;
- (b) all renewals and extensions of these rights; and
- (c) all rights in the nature of these rights, excluding Moral Rights.

Law means (as the context requires):

- (a) any applicable statute, regulation, by-law, ordinance or subordinate legislation in force from time to time in Australia (whether made by a State, Territory, the Commonwealth, or a local government, and includes the common law and rules of equity as applicable from time to time); and
- (b) the applicable laws of any jurisdiction in which any part of the Services are performed.

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.

Moral Rights means rights of integrity of authorship, rights of attribution of authorship, rights not to have authorship falsely attributed, and rights of a similar nature conferred by statute in any jurisdiction in the world that may now exist or that may come to exist in relation to the work.

NAA means the National Archives of Australia.

Partner Country means the country/countries in which the Services are to be delivered as specified in **Schedule 1** (Statement of Requirements) of the Deed.

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

Party means DFAT or the Contractor.

Payment Milestone means a milestone identified in the Services Order for which the Contractor is entitled to receive a payment in accordance with this Contract.

Performance Standards means the performance standards in clause 5 and any standards specified in a Services Order.

Persistent Breach means three (3) or more breaches of the same Performance Standard as outlined in **clause 5** (Performance Standards) or any performance standards outlined in the Services Order in any Australian calendar year.

Personnel means the Contractor's officers, employees, agents and Subcontractors (including their respective personnel), and includes Specified Personnel and Associates other than Grant Recipients who receive Grants that are administered by the Contractor

Personal Information means has the same meaning it has under the Privacy Act.

PGPA Act means the *Public Governance, Performance and Accountability Act 2013* (Cth).

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 the same as in the *Taxation Administration Act 1953* (Cth).

Project means the activity to be undertaken by the Contractor pursuant to this Contract.

Project Administration and Equipment means goods and services (such as office furniture, computers, vehicles, communications, utilities and office rent) required by the Contractor for the day-to-day administration of the Project.

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

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 will reimburse the Contractor as specified in the Services Order. Reimbursable Costs may include Personnel Support Costs and Operational Costs.

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.

Satisfactory means meets the conditions set out in Part 6.b of the Shadow Economy Procurement Connected Policy or, if the circumstances in Part 6.c apply, the conditions set out in Part 8.b of the Shadow Economy Procurement Connected Policy.

Schedule means a schedule to the Deed.

Service Obligations means the obligations in clause 4.1.

Services means the services to be provided by the Contractor, as specified in item 5 of the Services Order and includes the provision of the Deliverables and any Goods.

Services Order means the Services Order substantially in the form of Schedule 3B (Services Order Template) and executed by the parties in accordance with **clause 5** (Standing Offer) of the Deed giving rise to the formation of this Contract.

Shadow Economy Procurement Connected Policy means the *Shadow Economy Procurement Connected Policy – increasing the integrity of government procurement* available at <https://treasury.gov.au/policy-topics/economy/shadow-economy/procurement-connected-policy>.

Services Start Date means the commencement date of the Initial Contract Period as specified in item 2 of the Services Order.

Specified Acts has the same meaning as in clause 9.2 of the Agreed Terms of the Deed.

Specified Personnel means the Personnel specified in item 11 of the Services Order, as replaced (temporarily or permanently) from time to time.

Standard means a document, approved by a recognised body such as Standards Australia, the International Organisation for Standardisation, the International Electrotechnical Commission or the International Telecommunication Union, that provides, for common and repeated use, rules, guidelines or characteristics for goods or services, or related processes and production methods, with which compliance is not mandatory, unless the goods or services are subject to regulation by government.

Statement of Tax Record means a statement of tax record issued by the Australian Taxation Office following an application made in accordance with the process set out at:

https://www.ato.gov.au/Business/Bus/Statement-of-tax-record/?page=1#Requesting_an_STR

Subcontractor means any person, other than the Commonwealth, that, for the purposes of this Contract, furnishes goods or services to the Contractor or indirectly to the Contractor through another person; and

Subcontract has a corresponding meaning.

Subcontractor Personnel means any officers, employees or agents of any Subcontractor.

Subsidiary Arrangement has the same meaning as in clause 1.1 of the Agreed Terms of the Deed.

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 GST Act.

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

Tender means the tender submitted by the Contractor together with accompanying documentation as an offer to undertake the Services.

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.

Valid means valid in accordance with Part 7.e of the Shadow Economy Procurement Connected Policy.

Wilful Default means 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.

World Bank List means the list of organisations maintained by the World Bank in its "Listing of Ineligible Firms and Individuals" of firms and individuals who are ineligible to be awarded a World Bank-financed contract because they have been sanctioned under the Bank's fraud and corruption policy (this list is currently available at) <https://www.worldbank.org/en/projects-operations/procurement/debarred-firms..>

Warranted Materials has the meaning given in **clause 9.9(a)**.

1.2. INTERPRETATION

In this Contract, except where the contrary intention is expressed:

- (a) the singular includes the plural and vice versa, and a gender includes other genders;
- (b) another grammatical form of a defined word or expression has a corresponding meaning;
- (c) a reference to a clause or paragraph is to a clause or paragraph of this Schedule 10;
- (d) a reference to a document or instrument includes the document or instrument as novated, altered, supplemented or replaced from time to time;
- (e) a reference to A\$, \$A, dollar or \$ is to Australian currency;
- (f) a reference to time is to Canberra, Australia time;

- (g) a reference to a party is to a Party to this Contract, and a reference to a Party to a document includes the Party's executors, administrators, successors and permitted assignees and substitutes;
- (h) a reference to a person includes a natural person, partnership, body corporate, association, governmental or local authority or agency or other entity;
- (i) a reference to a statute, ordinance, code or other law includes regulations and other instruments under it and consolidations, amendments, re-enactments or replacements of any of them;
- (j) the meaning of general words is not limited by specific examples introduced by including, for example or similar expressions;
- (k) any agreement, representation, warranty or indemnity by two or more parties (including where two or more persons are included in the same defined term) binds them jointly and severally;
- (l) any agreement, representation, warranty or indemnity in favour of two or more parties (including where two or more persons are included in the same defined term) is for the benefit of them jointly and severally;
- (m) a rule of construction does not apply to the disadvantage of a Party because the Party was responsible for the preparation of this Contract or any part of it;
- (n) if a day on or by which an obligation must be performed or an event must occur (other than Services) is not a Business Day, the obligation must be performed, or the event must occur on or by the next Business Day; and
- (o) headings are for ease of reference only and do not affect interpretation.

1.3. **COMPLETION OF SERVICES ORDER**

To the extent that the Parties have not completed items in the Services Order, unless otherwise stated in the Services Order, those items will be taken to be 'not applicable' for the purpose of this Contract.

2. **DURATION OF CONTRACT**

2.1. **Contract Period**

This Contract begins on the Services Start Date and continues for the duration of the Contract Period unless terminated in accordance with **clause 50 or 51**.

2.2. **Option to extend Contract Period**

- (a) The Contract Period may be extended by DFAT for further period(s), specified in **item 3** of the Services Order (each a **Contract Option Period**), on the terms and conditions then in effect, by giving written notice to the Contractor. Such notice must be given at least ninety (90) days before the end of the current Contract Period (**Contract Option Notice Period**).
- (b) Any extension in accordance with this **clause 2.2** takes effect from the end of the then current Contract Period.

3. **GENERAL OBLIGATIONS OF THE CONTRACTOR**

3.1. The Contractor will, at all times:

- (a) act reasonably in performing its obligations and exercising its rights under this Contract; and
- (b) diligently perform its obligations under this Contract.

4. **PROVISION OF SERVICES**

4.1. **Service obligations**

The Contractor must:

- (a) provide DFAT with the Services described in the Services Order, in addition to providing DFAT with any incidental Goods and/or 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 goods and/or services including the

provision of any reasonable assistance to third party providers of goods and/or services as DFAT may request;

- (c) ensure the adequacy and lawfulness of any workers' compensation insurance for its Personnel, both in Australia, and in any relevant Country it operates in;
- (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 4.1**;
- (e) where an international standard (or an Australian standard if specified in Schedule 1) is applicable for the Goods and/or Services, provide evidence of relevant certifications and comply with periodic auditing by an independent assessor if requested by DFAT.

- 4.2. The Contractor is responsible for all Goods (and the risk of loss or damage to such Goods) until DFAT accepts them and title passes to DFAT upon payment of the Contractor.

5. PERFORMANCE STANDARDS

- 5.1. Where delivering the Services, the Contractor must at all times meet the performance standards outlined in this **clause 5** and any performance standards outlined in the Services Order.
- 5.2. Where this Contract is for Services they must be performed:
- (a) with due skill, care and diligence;
 - (b) to a professional standard and in a timely manner; and
 - (c) in the most cost-effective manner and using suitable materials.
- 5.3. Where this Contract requires the purchase of Goods for the performance of Services they must:
- (a) be reasonably fit for their intended purpose;
 - (b) be provided in compliance with all relevant international standards (or if none apply, the relevant Australian standard) and Partner Country industry standards, best practice, guidelines and codes of practice;
 - (c) 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;
 - (d) be provided in a way that demonstrates the Contractor has sought to improve the quality, effectiveness and efficiency of the Goods at every opportunity; and
 - (f) where for construction, be provided in accordance with the design brief and/or functionality requirements and, using new materials unless otherwise specified.

6. WARRANTIES

- 6.1. The Contractor warrants that it does not have any judicial decision against it relating to employee entitlements (not including decisions under appeal), that has not been met in full by the Contractor.
- 6.2. If any judicial decision against the Contractor relating to employee entitlements occurs during the term of this Contract, the Contractor must notify DFAT immediately.
- 6.3. 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.
- 6.4. The Contractor warrants that it has full corporate power and authority to enter into, perform and observe its obligations under this Contract and that the execution, delivery and performance of this Contract will be duly and validly authorised by all necessary corporate action.
- 6.5. 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.

Goods

- 6.6. In relation to Goods provided to DFAT, the Contractor warrants that the Goods:
- (a) are of acceptable quality, are safe and durable;

- (b) are free from defects in: design, performance, materials and workmanship;
- (c) are fit for all the purposes for which goods of that kind are commonly supplied;
- (d) comply with international (or if none apply, Australian) standards;
- (e) will not be adversely affected in any way by any date-related issue; and
- (f) are free of any Encumbrances.

6.7. The Contractor must ensure that DFAT obtains the full benefit of any third party warranties available for the Goods.

Services

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

- (a) its Personnel have the necessary experience, 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 Property

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

- (a) use in a proper manner and maintain in good order all DFAT Supplied Items 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 upon completion of use or otherwise upon expiry or termination of this Contract.

7. CONFLICT OF INTEREST

7.1. The Contractor warrants that, at the date of signing the Services Order, no conflict of interest exists, or is likely to arise in the performance of its obligations under this Contract by itself or by any of its Personnel. If required by DFAT, the Contractor must:

- (a) produce a conflict of interest plan (**COI Plan**) that includes steps it will take to avoid and if necessary mitigate or deal with, conflicts;
- (b) give DFAT a copy of the COI Plan within five Business Days of receiving the request;
- (c) review and if necessary update the COI Plan at least annually; and
- (d) comply, and ensure that its Personnel comply, with the COI Plan.

7.2. If, during the performance of the Contract a conflict of interest arises, or appears likely to arise, the Contractor must:

- (a) notify DFAT immediately in writing;
- (b) make full disclosure of all relevant information relating to the conflict; and
- (c) take such steps as DFAT reasonably requires to resolve, or otherwise deal, with the conflict.

8. INSURANCES

8.1. In connection with the provision of the Services, the Contractor must have and maintain valid and enforceable insurance policies for those types of insurance described and the amounts specified in **clause 11** of the Deed.

8.2. In addition to the insurances required under **clause 8.1**, the Contractor must have and maintain valid and enforceable insurance policies for:

- (a) Motor vehicle third party property damage insurance;
- (b) Workers' Compensation insurance in accordance with **clause 4.1(c)** of this **Schedule 10** 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;

- (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; and
 - (iii) where possible at law, extends to indemnify DFAT as principal for DFAT's liability to persons engaged by the Contractor;
 - (c) 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;
 - (d) adequate medical and dental insurance for its Personnel who are engaged to operate outside their country of permanent residence; and
 - (e) adequate insurance for medical evacuation and evacuation resulting from an insured event for all its Personnel.
- 8.3. Where there is no workers compensation legislation in force in the Partner Country, the Contractor should arrange adequate personal accident and illness insurance (accidental death and weekly benefits) for any of its Personnel not otherwise covered for the term of this Contract.
- 8.4. The Contractor must, within **ten (10)** 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.
- 8.5. Where any policy is to be cancelled, or the level of cover reduced, the Contractor must give DFAT at least **twenty (20)** Business Days prior notice of the cancellation.
- 8.6. Neither the arrangement and maintenance of insurance nor any failure to arrange and maintain such insurance will 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.
- 8.7. Failure by the Contractor to maintain all necessary insurances will entitle DFAT to terminate this Contract immediately in accordance with **clause 50** (Termination for Breach).
- 8.8. In the event of an insurance claim any deductible or excess payable will be the responsibility of the Contractor.
- 8.9. Where DFAT requires the Contractor to take out any additional or higher level of insurance than those set out in **clause 11** of the Deed or this **clause 8** for the purposes of Services Order, such details will be set out in **item 18** of the Services Order.

9. INTELLECTUAL PROPERTY RIGHTS

- 9.1. This **clause 9** does not affect the ownership of the Intellectual Property Rights in any Background IP or Third Party Material.
- 9.2. The Contractor must obtain all necessary copyright and other Intellectual Property Rights permissions before making any Background IP or Third Party Material available as a part of the Services.
- 9.3. Except where otherwise agreed in writing with DFAT (including where agreed pursuant to **clause 9.4(c)**), all Intellectual Property Rights in the Contract Material vest in DFAT on creation.
- 9.4. To the extent that:
- (a) DFAT needs to use any of the Background IP or Third Party Material to receive the full benefit of the Services (including for the purposes of any program that may succeed or replace the program that is the subject of the Deed and this Contract or achieving any other policy objective of DFAT), the Contractor grants to, or must obtain for, DFAT, an irrevocable perpetual, world-wide, royalty free, non-exclusive licence (including the right to sublicense) to use, reproduce, adapt, modify and communicate that Background IP or Third Party Material in order to obtain the full benefit of the Services; or
 - (b) the Contractor needs to use any of the DFAT Material, or Contract Material, for the purpose of performing its obligations under this Contract, DFAT grants to the Contractor for the term of this Contract, subject to any conditions or restrictions specified by DFAT, a world-wide, royalty-free, non-exclusive, non-transferable licence (including the right to sublicense) to Use, reproduce, adapt, modify, distribute and communicate such Material solely for the purpose of providing the Services; or
 - (c) it is a condition for the creation of Contract Material that the Intellectual Property in that Contract Material vest in a third party, for example when the Contractor engages a university or private sector organisation to create the Contract Material, the Contractor must obtain the agreement of the DFAT Representative in writing in advance of accepting such a condition. Where agreement is given, the Contractor must obtain for DFAT, an irrevocable, perpetual, world-wide, royalty free, non-exclusive licence (including the right to sublicense) to use, reproduce, adapt, modify and communicate that Contract Material in order for DFAT to obtain the full benefit of the Services.

- 9.5. The licence granted to DFAT under **clause 9.4 (a)** and **clause 9.4 (c)** does not include a right to exploit the Background IP or Third Party Material for DFAT's commercial purposes.
- 9.6. The Contractor must deliver all Contract Material to DFAT or to the Partner Government counterpart agency as may be directed in writing by DFAT.
- 9.7. To the extent permitted by applicable Laws and for the benefit of DFAT, the Contractor must:
- (a) give, where the Contractor is an individual, in a form acceptable to DFAT; and
 - (b) ensure that each author of the Contract Material and Background IP gives, in a form acceptable to DFAT, genuine consent in writing to the use of the Contract Material and Background IP for the Specified Acts (whether those Specified Acts occur before or after the consent is given), even if such use would otherwise be an infringement of its or their Moral Rights.
- 9.8. The Contractor must promptly provide DFAT with an original of any consent referred to in clause 9.7 if requested by DFAT.
- 9.9. The Contractor warrants that:
- (a) the Background IP and Contract Material (**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 vest the Intellectual Property Rights and grant the licences as provided in this **clause 9**.
- 9.9. 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 10** (Indemnities) 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.

10. INDEMNITIES

- 10.1. The Contractor indemnifies DFAT (and its officers, employees, agents, and any relevant Partner Country) 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) any personal injury to, or death of, any person;
 - (b) a breach of the Contractor's performance of this Contract;
 - (c) an infringement, or an alleged infringement, of the Intellectual Property Rights or Moral Rights of any person, when the infringement or alleged infringement arises out of any activity permitted under any license or assignment in clause 9 or otherwise under the Contract or by reason of the performance of or use of the Services;
 - (d) an infringement or an alleged infringement of the provisions of the *Privacy Act 1988* (Cth), in connection with the Services;
 - (e) an investigation carried out by the Commonwealth Ombudsman which arises as a result of or due to the conduct of the Contractor or its Personnel;
 - (f) a breach of the Contractor's confidentiality or security obligations under this Contract; and
 - (g) any default or unlawful or negligent act or omission on the part of the Contractor or its Personnel in connection with this Contract.
- 10.2. The Contractor's liability to indemnify DFAT (and its officers, employees, agents, and any relevant Partner Country) will be reduced proportionally to the extent that any act or omission on the part of DFAT or any person through whom DFAT is acting (but not including the Contractor or Personnel) contributed to the relevant Loss or cost.

10.3. DFAT must take any reasonable action to mitigate any Loss referred to in **clause 10.1**.

11. LIABILITY

11.1. The liability of a Party for breach of this Contract, or in tort (including negligence), or for any other common law or statutory cause of action arising out of this Contract, will be determined under the relevant law of this Contract.

11.2. Subject to **clause 11.3**, the liability of each Party to the other as described in **clause 11** will be limited on a per event basis or for a series of related events to the amount specified in **item 19** the Services Order.

11.3. The limitation in **clause 11.2** does not apply to liability of the Contractor for:

- (a) personal injury, including sickness or death;
- (b) loss of, or damage to, tangible property;
- (c) the infringement or alleged infringement of any Intellectual Property Rights;
- (d) a breach of any obligation relating to confidentiality, security, protection of Personal Information or privacy;
- (e) Fraud or Wilful Default;
- (f) unlawful (not including breach of contract) or illegal acts; or
- (g) the IP indemnity provided by the Contractor under **clause 10.1(c)**.

11.4. The liability of either Party to the other for loss or damage of any kind arising out of this Contract is reduced to the extent (if any) that the other causes or contributes to the loss or damage. This reduction applies whether the liability is in contract, tort (including negligence), under any statute or otherwise.

11.5. Subject to **clause 11.3**, neither Party is liable to the other Party for loss or damage of the following types:

- (a) loss of goodwill; or
- (b) loss of business revenue, business opportunity or business profits.

12. BRANDING

12.1. 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's logo and style guides accessible on the internet at: <https://dfat.gov.au/about-us/corporate/pages/logos-and-style-guides.aspx> 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
- (c) promptly remove Contractor signs at the completion of the Project unless otherwise instructed by DFAT.

13. PUBLICITY

13.1. 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.

14. NO AGENCY

14.1. The Contractor, and its Personnel, 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.

14.2. The Contractor acknowledges that it has no authority to bind DFAT without DFAT's specific consent.

15. AMENDMENT

15.1. Neither Party may do anything that amounts to a variation of this Contract in whole or in part otherwise than in accordance with this **clause 15**.

15.2.	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.
16.	WAIVER
16.1.	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.
17.	SEVERANCE
17.1.	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.
18.	ASSIGNMENT
18.1.	The Contractor may not assign or transfer any of its rights or obligations under this Contract without DFAT's prior written approval, and where consent is given, the Contractor must execute a Deed of Novation in a form acceptable to DFAT.
19.	SURVIVAL
19.1.	The following clauses survive termination and expiry of this Contract: Clause 6 (Warranties), Clause 8 (Insurances), Clause 9 (Intellectual Property), Clause 10 (Indemnities), Clause 11 (Liability), Clause 22 (Investigation by the Ombudsman), Clause 24 (Fraud), Clause 29 (Confidentiality), Clause 30 (Privacy), Clause 35 (Recordkeeping), Clause 38 (Audit) and any other clause, which by their nature, survive the expiry or termination of this Contract.
19.2.	In addition to the survival of clauses outlined at clause 19.1 , 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.
20.	GOVERNING LAW AND JURISDICTION
20.1.	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 non-exclusive jurisdiction of the courts of the Australian Capital Territory.
21.	NOTICES
21.1.	Unless the contrary intention appears, any notice under the Contract will be effective if it is in writing and sent from and delivered to the DFAT Representative or the Contractor Representative, as the case may be, in accordance with the recipient's address for notices specified in item 22 of the Services Order . A notice given in accordance with this clause 21 is deemed to be delivered: (a) if sent by pre-paid post, in three (3) Business Days when sent within Australia and in eight (8) Business Days when sent by air mail from one country to another; (b) if hand delivered, when received at the address, or by the addressee if sooner; (c) if sent as an email, when the email enters the recipient's information system, unless the sender's information system receives a message within one (1) Business Day that the email has not been delivered to the recipient, but if the receipt, transmission or entry into the information system is not on a Business Day or is after 5.00pm (recipient's local time) on a Business Day, the notice is deemed to be delivered at 9.00am (recipient's local time) on the next Business Day.
PART 2 – COMPLIANCE	
22.	INVESTIGATION BY THE OMBUDSMAN
22.1.	In carrying out the Services, the Contractor, and an employee or Subcontractor of the Contractor, may be a 'Commonwealth service provider' under Section 3BA of the <i>Ombudsman Act 1976</i> (Cth).
22.2.	The Contractor must use its best endeavours, and must ensure that employees and Subcontractors of the Contractor use their best endeavours, in undertaking the Services, not to engage in conduct that:

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- (a) would, if the Contractor or an employee or Subcontractor were an officer 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).
- 22.3. If the Commonwealth Ombudsman commences an investigation of conduct of the Contractor (or an employee or Subcontractor 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.
- 22.4. If the Ombudsman brings evidence to the notice of DFAT concerning the conduct of the Contractor, or of an employee or Subcontractor 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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23. COUNTER-TERRORISM

- 23.1. 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
 - (c) organisations and/or individuals listed on the Criminal Code Act List, the DFAT Consolidated List, the World Bank List or a Relevant List.
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24. FRAUD

- 24.1. 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.
- 24.2. [Not used].
- 24.3. The Contractor is responsible for preventing and detecting Fraud including Fraud within those functions outsourced to or performed by a Subcontractor or under any other arrangement established by the Contractor relating to the performance of this Contract.
- 24.4. 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.
- 24.5. 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 Subcontractors) 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;
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- (i) any other relevant information (e.g., 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.
- 24.6. If a report has been made in accordance with **clause 24.5** above, the Contractor must respond within five (5) Business Days to any further requests for information DFAT may make.
- 24.7. 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.
- 24.8. 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.
- 24.9. 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 a Partner Country for investigation. If DFAT exercises its rights under this **clause 24.9**, the Contractor must provide all reasonable assistance that may be required at its sole expense.
- 24.10. 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.
- 24.11. 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.
- 24.12. 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 a relevant Partner Country.
- 24.13. 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.
- 24.14. 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.
- 24.15. 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 24.5**, 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 DFAT.
- 24.16. Without limitation to DFAT's rights pursuant to **clauses 50** (Termination for Breach) and **24.15**, if the Contractor fails to comply with its obligations under this **clause 24** 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
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(c) the date by which the Contractor must rectify the failure.

24.17. If the Contractor does not comply with a notice issued pursuant to **clause 24.16**, DFAT reserves the right to:

- (a) terminate this Contract in accordance with **clause 50** (Termination for Breach); and / or
- (b) exercise its rights pursuant to **clause 24.15**; and / or
- (c) withhold payments (or parts of payments) due to the Contractor under this Contract until the Contractor has complied with the notice.

24.18. This **clause 24** 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.

24A. FRAUD AND ANTI-CORRUPTION CONTROL PLAN

24A.1 Within one month of the Services Start Date, the Contractor must prepare a fraud and corruption control plan that is consistent with the Commonwealth Fraud and Corruption Control Framework 2024 and otherwise meets the requirements of this clause (**Fraud and Corruption Control Plan**).

24A.2 The Fraud and Corruption Control Plan must:

- (a) cover the entire Contract, including any part of the Contract being performed by any Subcontractor or other person or under any other arrangement established by the Contractor relating to the Contract; and
- (b) contain appropriate fraud and corruption prevention, detection, investigation, reporting and audit processes and procedures.

24A.3 At a minimum the Fraud and Corruption Control Plan must:

- (a) include a summary of fraud and corruption risks and vulnerabilities associated with the Contract;
- (b) propose treatment strategies and controls to manage each identified fraud and corruption risk and vulnerability;
- (c) provide information about how the Fraud and Corruption Control Plan has been, or will be, implemented within the Contractor, its Subcontractors and its supply chain;
- (d) propose strategies to ensure the Contractor meets its obligations set out in the Fraud and Corruption Control Plan;
- (e) include mechanisms and timeframes for collecting, analysing and reporting fraud and corruption incidents to DFAT;
- (f) provide details of how the Contractor will ensure the Fraud and Corruption Control Plan is working and remains in place for the duration of the Contract;
- (g) include protocols for detecting and handling fraud and corruption incidents;
- (h) include mechanisms on how the Contractor will ensure that its Personnel are made aware of what constitutes fraud and corruption, fraud and corruption risks and arrangements for handling fraud and corruption incidents relating to the Contract; and
- (i) outline key roles and responsibilities for fraud and corruption control within the Contractor's organisation.

24A.4 The Contractor must review and update the Fraud and Corruption Control Plan at least every six months over the Contract Period, or whenever there is a significant change in the structure or activities of the Contractor;

or in the event a fraud or corruption incident occurs. The Contractor must provide DFAT with details of any review and a copy of any update to the Fraud and Corruption Control Plan.

25. ANTI - CORRUPTION

- 25.1. In this **clause 25**, '**Corrupt Conduct**' means corrupt conduct as defined in the *National Anti-Corruption Commission Act 2022* (Cth) (**NACC Act**) or conduct that would satisfy that definition if any party involved in the conduct were a 'public official' as defined in that Act.
- 25.2. The Contractor warrants that, to the best of its knowledge, it has disclosed to DFAT:
- (a) all allegations of, or investigations in relation to, Corrupt Conduct involving it, or its Personnel, that may substantially impact on compliance with Commonwealth policy and legislation or the Commonwealth's reputation; and
 - (b) any substantiated instances of Corrupt Conduct in the past 3 years, involving it, or its Personnel, that may substantially impact on compliance with Commonwealth policy and legislation or the Commonwealth's reputation.
- 25.3. The Contractor must not, and must ensure that its Personnel do not, engage in Corrupt Conduct, or any practice that, if engaged in within Australia, could constitute the offence of bribing a foreign public official under the *Criminal Code Act 1995* (Cth) in relation to the performance of the Contract. If the Contractor becomes aware of any actual or potential Corrupt Conduct or relevant practice, it must report the matter to DFAT in writing within five (5) Business Days, investigate the matter at its own cost, and report on the progress and outcomes of the investigation.
- 25.4. Where Corrupt Conduct or the foreign bribery offence is found to have occurred in relation to this Contract, the Contractor must use reasonable efforts to recover any funds lost as a result of the conduct or practice, refer the matter to the appropriate governmental authorities, and reimburse to DFAT any funds misappropriated through the conduct or practice that are recovered by the Contractor.
- 25.5. The Contractor:
- (a) acknowledges that in providing the Services to DFAT under this Contract, it is a contracted service provider for the purposes of the NACC Act;
 - (b) must:
 - (i) comply with any reasonable request, policy or direction issued by DFAT for the purposes of the NACC Act; and
 - (ii) otherwise cooperate with DFAT, at the Contractor's own cost, in relation to any action taken by DFAT required or authorised by the NACC Act.
- 25.6. The Contractor must ensure that any subcontract entered into for the purpose of this Contract contains a substantially equivalent clause granting the rights specified in this **clause 25**.
- 25.7. This clause is an essential term of the Contract and survives the termination or expiry of the Contract. Nothing in this clause is intended to limit the Contractor's obligations under **clause 26A** Supplier Code of Conduct or any other clause of this Contract which imposes a reporting or notification requirement on the Contractor.

26. COMPLIANCE WITH LAWS AND POLICIES

- 26.1. The Contractor is responsible for ensuring that it and Personnel comply with:
- (a) applicable Laws, Treaties or MOUs of the Commonwealth, any State, Territory or local authority and applicable Commonwealth Government policies as set out in this Contract or as notified to the Contractor from time to time; and
 - (b) applicable Laws of any jurisdiction in which any part of the Contract is performed.
- 26.2. With respect to any monies payable either to DFAT by the Contractor or to the Contractor by DFAT, the Contractor must:
- (a) comply with all relevant provisions of Commonwealth legislation, financial regulations and directions, except to the extent that the relevant obligation is imposed on DFAT; and

- (b) if required by DFAT, comply with any recommendation by the Commonwealth Auditor-General concerning the handling of DFAT's money.

26.3. In performing any part of this Contract outside Australia, the Contractor and its Personnel must:

- (a) not engage in any political activity in the relevant country during the provision of the Goods and/or 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).

26A COMPLIANCE WITH THE COMMONWEALTH SUPPLIER CODE OF CONDUCT

26A.1 For the purposes of this clause, '**Commonwealth Supplier Code of Conduct**' or '**Code**' means the Commonwealth Supplier Code of Conduct, as published on 1 July 2024, as updated from time to time.

26A.2 The Contractor must comply with, and ensure that its Personnel comply with, the Code in connection with the performance of this Contract.

26A.3 The Contractor must:

- a. periodically monitor and assess its, and its Personnel's compliance with the Code; and
- b. on request from DFAT, promptly provide information regarding:
 - i. the policies, frameworks, or systems it has established to monitor and assess compliance with the Code, and
 - ii. the Contractor's compliance with **clause 26A.2**.

26A.4 The Contractor must immediately issue DFAT a notice on becoming aware of any breach of **clause 26A.2**. The notice must include a summary of the breach, the date that the breach occurred, and details of the Personnel involved.

26A.5 Where DFAT identifies a possible breach of **clause 26A.2**, it may issue the Contractor a notice, and the Contractor must, within three (3) Business Days of receiving the notice, either:

- a. where the Contractor considers a breach has not occurred: advise DFAT that there has not been a breach and provide information supporting that determination; or
- b. where the Contractor considers that a breach has occurred: issue a notice under **clause 26A.4** and otherwise comply with its obligations under this **clause 26A**.

26A.6 Notwithstanding **clause 26A.5**, DFAT may notify the Contractor in writing that it considers that the Contractor has breached **clause 26A.2**, in which case the Contractor must issue a notice under clause 26A.4 and otherwise comply with its obligations under this **clause 26A**.

26A.7 A failure by the Contractor to comply with its obligations under any part of this clause will be a material breach of this Contract.

26A.8 Nothing in this clause or the Code limits, reduces, or derogates from the Contractor's other obligations under this Contract. DFAT's rights under this clause are in addition to and do not otherwise limit any other rights DFAT may have under this Contract. The performance by the Contractor of its obligations under this clause will be at no additional cost to DFAT.

26A.9 The Contractor agrees that DFAT or any other Commonwealth agency may take into account the Contractor's compliance with the Code in any future approach to market or procurement process.

27. SECURITY

- 27.1. The Contractor is responsible for the security of its Personnel, and for ensuring that both the Contractor and its Personnel comply with this **clause 27**.
- 27.2. If, during the Contract Period, the Contractor is required to access or otherwise gains access to Official Information or Security Classified Information (as defined in clause 15.4(c) of the Deed), 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 27** 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 five (5) Business Days after it receives the notice if no date is specified).
- 27.3. 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.
- 27.4. If required by DFAT each of its 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 Services Start Date at the Contractor's cost; and
 - (f) complying with any other security awareness requirements reasonably requested by DFAT.
- 27.5. DFAT will facilitate the obtaining of security clearances for 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 (provided however that no such variation will take effect unless agreed in writing by the Parties).
- 27.6. 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 Services Start Date at the Contractor's cost; and
 - (b) comply with any other security awareness requirements reasonably requested by DFAT.
- 27.7. 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.
- 27.8. 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.
- 27.9. The Contractor must comply, and must ensure that its Personnel comply, with any additional security requirements specified in item 20 of the Services Order.

28. WORK HEALTH AND SAFETY

- 28.1. The Contractor must perform its, and must ensure that its Personnel, perform their, obligations under this Contract in strict compliance with the *Work Health and Safety Act 2011* (Cth) ('WHS Act') and participate in:
- (a) any necessary inspections of work in progress;
 - (b) any necessary consultation with DFAT regarding implementation of the WHS Act provisions; and
 - (c) tests and evaluations of the Goods and Services.
- 28.2. The Contractor agrees, when using DFAT's premises or facilities, to comply with all reasonable directions and procedures relating to work health and safety and security in effect at those premises or in regard to those facilities, as notified by DFAT or as might be inferred from the use to which the premises or facilities are being put.
- 28.3. Without limiting any other provision of this Contract, the Contractor agrees to, on request, give all reasonable assistance to DFAT, by way of provision of information and documents, to assist DFAT and its officers as defined in the WHS Act to comply with the duties imposed on them under the WHS Act.
- 28.4. The Contractor acknowledges that DFAT may direct it to take specified measures in connection with the Contractor's work under this Contract that DFAT considers reasonably necessary to deal with an event or circumstance that has or is likely to have, an adverse effect on the health or safety of persons. The Contractor must comply with the direction at its own cost. The Contractor may be entitled to reimbursement of costs associated with compliance under this Clause 28.4 where compliance with DFAT's reasonable direction materially impacts upon the costs of the Contractor. DFAT will only be liable for costs it approves in writing prior to their accrual.

Work Health and Safety Plan

- 28.5. The Contractor will prepare and implement a Work Health and Safety Plan in relation to the performance of this Contract. The Contractor will submit the Work Health and Safety Plan to DFAT within 6 months following the Services Start Date, for information only.
- 28.6. The Contractor will update the Work Health and Safety Plan at intervals of not more than twelve (12) months each to ensure that it remains relevant and will promptly submit the updated Work Health and Safety Plan to DFAT, for information only.
- 28.7. The Work Health and Safety Plan should, at a minimum, detail:
- (a) policies and procedures that are necessary to meet any applicable legislative or regulatory work health and safety requirements;
 - (b) potential work health and safety issues and how each is proposed to be managed, if it occurs;
 - (c) whether any of the WHS related policies and practices, including any of the WHS Codes of practice, that the Contractor's organisation has in place to ensure the safety and security of persons working at any site associated with the performance this Contract are applicable;
 - (d) a specific process and timetable for critical incident management; and
 - (e) the timing and content of work health and safety training.

29. CONFIDENTIALITY

- 29.1. 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 29.1**, a Party must use all reasonable endeavours to ensure that persons receiving the Confidential Information do not further disclose the information.
- 29.2. DFAT Data (including DFAT Confidential Information) must not be removed from Australia or the relevant Partner Country.

- 29.3. 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.
- 29.4. 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 8 (Deed of Confidentiality) to the Deed relating to non-disclosure of that information.
- 29.5. 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.
- 29.6. 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).
- 29.7. The identity of the Contractor's Personnel is not Confidential Information, nor is this Contract with the exception of those items specified in Schedule 9 (Confidential Information).
- 29.8. The Contractor must ensure that it obtains any necessary consent from its Personnel in relation to the requirements of this **clause 29**.
- 29.9. Upon expiry or earlier termination of this Contract, the Contractor must (as directed in writing by DFAT) either destroy or deliver to DFAT all DFAT Confidential Information.
- 29.10. The obligations on the parties under this **clause 29** will not be taken to have been breached to the extent that Confidential Information:
- (d) is disclosed by a Party to its advisers, employees or other personnel solely in order to comply with obligations, or to exercise rights, under this Contract;
 - (e) is disclosed to a Party's internal management personnel, solely to enable effective management or auditing of contract-related activities;
 - (f) is disclosed by any Commonwealth agency within the Commonwealth, for the purpose of administering this Contract;
 - (g) is disclosed by any Commonwealth agency of the Commonwealth to the responsible Minister;
 - (h) is disclosed by any agency of the Commonwealth in response to a request by a House or a Committee of the Parliament of the Commonwealth;
 - (i) is shared by DFAT within the Commonwealth, where this serves the Commonwealth's legitimate interests;
 - (j) is authorised or required by Law, including under this a Contract, under a licence or otherwise, to be disclosed; or
 - (k) is in the public domain otherwise than due to a breach of this **clause 29**.

30. PRIVACY AND NOTIFIABLE DATA BREACHES

30.1 Compliance with Privacy Laws and policies

The Contractor must ensure that:

- (a) all its dealings with Personal Information in connection with this Contract meet its Privacy Law obligations and the requirements of DFAT's latest published DFAT privacy policy (<https://www.dfat.gov.au/about-us/corporate/privacy>);
 - (b) the Contractor does not do an act, or engage in a practice, that would breach an Australian Privacy Principle if done or engaged in by DFAT; and
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- (c) the Contractor's Personnel dealing with Personal Information in connection with this Contract are aware of, are subject to, and comply with the Contractor's privacy-related obligations.

30.2 DFAT access and requests

The Contractor must:

- (a) give DFAT access, on request, to any Personal Information acquired from DFAT or collected or generated in connection with this Contract; and
- (b) comply with DFAT's reasonable requests to ensure that the Contractor and DFAT comply with:
 - (i) **clause 30.1**; or
 - (ii) any applicable guideline, recommendation, direction or determination issued by the Office of the Australian Information Commissioner (or such other privacy authority with jurisdiction over either Party).

30.3 General Obligations of the Contractor

The Contractor must:

- (a) ensure that its Personnel who deal with Personal Information in connection with this Contract are aware of and comply with the Contractor's obligations under this Contract in relation to such activities or practices; and
- (b) immediately notify DFAT if the Contractor becomes aware of a breach or possible breach of its obligations in relation to Personal Information under this Contract.

30.4 Notifiable Data Breaches

Context	How to react
a. If the Contractor SUSPECTS an Eligible Data Breach	The Contractor must: - immediately notify DFAT; - give DFAT a written report within 3 Business Days; and - carry out an assessment in line with the Privacy Act 1988 (Cth).
b. If the Contractor CONFIRMS the existence of an Eligible Data Breach	The Contractor must take: - all reasonable action to minimise the risk of the Eligible Data Breach causing serious harm to any individual to whom the Personal Information relates; - all necessary actions to comply with the Privacy Act 1988 (Cth); and - any other action DFAT reasonably requires.

30.5 Indemnity

Without limiting any other rights or obligations of the Parties, the Contractor agrees to indemnify DFAT in respect of any loss, liability or expense suffered or incurred by DFAT which arises directly or indirectly from a breach by the Contractor or any Subcontractor or other Personnel of any obligations referred to in this **clause 30**.

PART 3 – CONTRACT MANAGEMENT

31. REVIEW

- 31.1. 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.
- 31.2. 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.
- 31.3. Each Party must bear its own costs of any such reviews conducted by or on behalf of DFAT.

32. PERFORMANCE ASSESSMENT

- 32.1. The Contractor acknowledges and agrees that DFAT may issue in relation to this Contract:
- (a) a Partner Performance Assessment (PPA) of the Contractor substantially in accordance with the assessment sheet in **Schedule 6** (Partner Performance Assessment) to the Deed;
 - (b) Adviser Performance Assessments (APAs) of particular Personnel substantially in accordance with the assessment sheet in **Schedule 7** (Adviser Performance Assessment) to the Deed;
 - (c) Subcontractor performance assessments (based on the PPA); and
 - (d) Subcontractor key personnel performance assessments (based on the PPA).
- 32.2. Within 15 days of receiving a PPA from DFAT, the Contractor must:
- (a) sign and return to DFAT the PPA together with any response; and
 - (b) ensure that all other performance assessments together with any response the Subcontractor or any personnel wishes to include are signed and returned to DFAT.
- 32.3. The Contractor must undertake Personnel, Subcontractor and Subcontractor personnel assessments as required by DFAT.
- 32.4. DFAT may at any time request performance assessments to be done of any personnel engaged through the Services Order.
- 32.5. The Contractor must insert clauses in any Subcontracts relating to the Contract that require the Subcontractor to agree that:
- (a) DFAT or the Contractor may issue:
 - (i) a Subcontractor performance assessment; or
 - (ii) Subcontractor key personnel performance assessments,
 in relation to the Subcontract;
 - (b) the Subcontractor will sign and return the Subcontractor performance assessment together with any response within 15 days of receipt and will ensure that Subcontractor personnel performance assessments together with any response any personnel wishes to include are signed and returned within 15 days of receipt.

33. SPECIFIED PERSONNEL

- 33.1. It is a material term of this Contract that, where Specified Personnel are identified in the Services Order, the Services must be provided by them in their designated roles for the term of this 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 21** (Notices) and seek DFAT's approval for proposed replacement personnel within ten (10) Business Days and at no additional cost to DFAT.
- 33.2. The Contractor must advise DFAT promptly in writing of any change in the circumstances of any =- 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.
- 33.3. 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 this Contract immediately.
- 33.4. DFAT may give notice to the Contractor in accordance with **clause 21** (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 33.1 and 33.2**.
- 33.5. The Contractor must not engage a currently serving Commonwealth employee in any capacity in connection with the Services without DFAT's prior written approval.
- 33.6. The Contractor must not engage a Former DFAT Employee in any capacity in connection with the Services unless DFAT has approved the engagement.
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- 33.7. When engaging Personnel for work in a Partner Country (other than Personnel who DFAT accepts are locally engaged in that Partner Country), the Contractor will use its best endeavours to 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, including that on vaccinations and other preventive medical assistance allowing them to undertake work in-country in a safe manner.

34. SUBCONTRACTING

- 34.1. The Contractor must not:
- (a) subcontract the provision of the whole or any part of the Services to; or
 - (b) enter into or maintain a Subcontract relating to the provision of the Services with a person who is or an entity which is listed on the Criminal Code Act List, the DFAT Consolidated List, a World Bank List or a Relevant List.
- 34.2. The Contractor must obtain DFAT's prior written approval to subcontract with any third party, except Specified Personnel, to the value of AUD100,000 or more. In granting its approval, DFAT may impose any conditions it considers appropriate.
- 34.3. Where DFAT objects to the Contractor's preferred subcontractor or DFAT nominates a particular subcontractor in place of the Contractor's preferred subcontractor, the Contractor must enter into an agreement with the subcontractor as directed by DFAT on the basis of remuneration approved by DFAT and provide DFAT with a copy of the executed Subcontract.
- 34.4. 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.
- 34.5. 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;
 - (b) that reserve a right of termination to take account of DFAT's right of termination under **clause 51** (Termination for Convenience);
 - (c) 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; and
 - (d) that gives DFAT the right of substitution under a Deed of Novation and Substitution, to further novate the Subcontract to another contractor.
- 34.6. The Contractor entering into a Subcontract for the provision of parts or elements of the performance of the Services does not create any contractual relationship between DFAT and the Subcontractor.

PART 4 – RECORDS, AUDIT AND REPORTS

35. RECORDKEEPING

- 35.1. The Contractor must ensure that it and its Personnel at all times to the satisfaction of DFAT:
- (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 24** (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 a Partner Country;
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- (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.
- 35.2. DFAT retains legal ownership of all records created for the provision of the Goods and/or Services by the Contractor. Upon termination or expiration of this Contract, the Contractor must transfer all records created and maintained for Goods and/or 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.
- 35.3. 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.
- 35.4. 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.
- 35.5. The Contractor must maintain up to date records of the names of all Subcontractors engaged by the Contractor to perform part of the Services.
- 35.6. 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.

36. PAYMENT TIMES PROCUREMENT CONNECTED POLICY - CLAUSE NOT USED

37. ACCESS TO PREMISES AND RECORDS

- 37.1. The Contractor must:
- (a) produce records, books and accounts for inspection by DFAT immediately upon request (including where entering into a Subcontract and executing a Deed of Novation and Substitution) at the same time or within ten (10) Business Days of execution of the Subcontract by the Contractor.
 - (b) permit each of DFAT, the Commonwealth Auditor-General and the Information Privacy Commissioner or Privacy Commissioner as appropriate at reasonable times and on reasonable notice, through their officers, employees or agents authorised on their behalf, to:
 - (i) access the Contractor's premises;
 - (ii) examine, inspect, audit and copy any accounts and records relating to this Contract or the Goods and/or Services;
 - (iii) provide all necessary facilities for this purpose; and
 - (iv) 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.
- 37.2. In the exercise of the rights under this **clause 37**, DFAT must use reasonable endeavours not to unreasonably interfere with the Contractor's performance under the Contract in any material respect.

38. AUDIT

- 38.1. DFAT has the inspection and audit rights described in **clause 37** (Access to Premises and Records) and this **clause 38** and subject to these provisions, each Party is to bear its own costs in relation to any audit.
- 38.2. 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) project and financial management governance;

- (c) oversight practices and procedures;
- (d) invoices and reports;
- (e) Material (including records, books and accounts) in the possession of the Contractor; and/or
- (f) other matters determined by DFAT to be relevant to the performance of the Contractor's obligations under the Contract.

- 38.3. Where DFAT has reasonable concerns regarding the Contractor's financial management systems, DFAT will 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 each draft and the final audit report to be provided to DFAT.
- 38.4. The Contractor must respond to any notice received under **clause 38.3** within fourteen (14) Business Days.
- 38.5. 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.
- 38.6. 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.
- 38.7. Where a direction has been made under **clause 38.6**, 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.
- 38.8. This **clause 38** applies for the term of this Contract and for a period of seven (7) years from the date of its expiration or termination.
- 38.9. 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.

39. REPORTS

- 39.1. The Contractor must provide to DFAT, at its own cost, the reports described in the Services Order.
- 39.2. 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.
- 39.3. 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.
- 39.4. The Contractor must ensure that all reports:
- (a) are accurate and not misleading in any respect;
 - (b) are 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);
 - (e) be prepared to be published on the DFAT or program website, ensuring any sensitive information is easily redacted (i.e included in annexes);
 - (f) are provided in Microsoft Word format (or Microsoft Excel format for spread sheets) unless otherwise approved or requested by DFAT (e.g. online system);
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- (g) do not incorporate either DFAT or the Contractor's logo; and
- (h) are provided at the time specified in this Contract.

PART 5 – PAYMENT AND TAX

40. INVOICING

- 40.1. The Contractor must invoice DFAT for the provision of Goods and/or Services on a monthly basis, or as otherwise described in **Schedule 2** (Pricing Schedule) of the Deed.
- 40.2. For the purposes of this **clause 40** and **Schedule 2** (Pricing Schedule) of the Deed, 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;
 - (e) Reimbursable Costs, and amounts owing to suppliers or Subcontractors 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) 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
 - (h) an authorised representative of the Contractor has certified that the invoice is accurate and represents the Goods and/or Services provided.
- 40.3. Where the Contract is for Goods, the Contractor must ensure that the charges for, and GST applicable to, the supply of Goods are itemised separately on the relevant invoice.
- 40.4. If an invoice is found to have been rendered incorrectly, any underpayment or overpayment will 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.

41. PAYMENT

- 41.1. Subject to this Contract, DFAT agrees to pay the Contractor the Fees for the provision of the Services in accordance with the Services Order.
- 41.2. Without limiting **clause 45** (Taxes), the Fees:
 - (a) are fixed for the Contract Period (unless revised through an amendment to this Contract pursuant to **clause 15**);
 - (b) are inclusive of all taxes and duties (including GST) payable in connection with the Services; and
 - (c) represent the total consideration payable by DFAT for all matters relevant to this Contract.
- 41.3. Subject to this Contract, DFAT will pay the Fees within 20 days of:
 - (a) receipt of a correctly rendered invoice in accordance with **clause 40** (Invoicing); and
 - (b) DFAT's acceptance of the satisfactory completion of the Services or relevant Payment Milestone as specified in the Services Order.
- 41.4. 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.
- 41.5. 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.

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- 41.6. If **clause 41.5** 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.
- 41.7. 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.
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42. NOT USED

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 will 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**, 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 41.3** (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. 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 Subcontracts 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 Contract,
- will be borne by the Contractor or its Subcontractor(s) as the case requires.
- 45.2. Unless otherwise indicated, the amount payable under this Contract for each supply of Goods and/or Services under this Contract as set out in the Services Order is the value of that supply plus any GST imposed under the GST Act. Payment by DFAT to the Contractor of the GST will 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.
- 45.3. The total amount of GST payable by the Contractor, and for which the Contractor seeks payment from DFAT in respect of the supply will be shown as a separate item on the Contractor's Tax Invoice.
- 45.4. If the additional amount under **clause 45.2** differs from the amount of GST payable by the Contractor, the additional amount must be adjusted between the Parties.
- 45.5. 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.
- 45.6. If a Changed Tax occurs which affects the cost to the Contractor of providing the Goods and/or Services, the Contractor must give DFAT:
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- (a) written notice of the increase, decrease or removal;
- (b) written notice of the net effect of the Changed Tax on the cost of supplying the Goods and/or 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.

45A REIMBURSEMENT

45A.1 Except to the extent specifically agreed to the contrary by DFAT in writing, any reimbursement by DFAT to the Contractor under this Contract will only be made:

- (a) at Cost only;
- (b) where written approval of DFAT has been obtained for the Contractor to incur the relevant Costs through the Inception Plan, Annual Plans and budgets (as described and approved by DFAT in writing under Schedule 1 of the Services Order); and
- (c) if (on request by DFAT) the Contractor has provided DFAT with full and legible copies of receipts and other relevant material reasonably required by DFAT to substantiate that the relevant Costs have been paid and their actual amount; and
- (d) if the claim for reimbursement complies with relevant limits, policies, processes and procedures advised to the Contractor prior to the relevant expense being incurred.

45A.2 In this **clause 45A**, 'Cost' means the actual cost payable after taking into account all discounts, allowances, adjustments, rebates, waivers, offsets, conditions or other mechanisms or benefits of any kind to the Contractor, that reduces (or has, or may have, the effect of reducing) the invoiced or ostensible cost payable or incurred.

46. NOT USED

PART 6 – REMEDIES, DISPUTES AND TERMINATION

47. REMEDIES

- 47.1. The Contractor must remedy at its own cost any failure to comply with the requirements of this Contract as soon as practicable after becoming aware of the failure.
- 47.2. If the Contractor fails to rectify an error, defect or other non-compliance under **clause 47.1** within ten (10) Business days after notification by the DFAT Representative, DFAT may, without limiting any other right or remedy of DFAT pursuant to this Contract or at Law and without limiting the Contractor's obligations under this **clause 47**, do any one or more of the following:
- (a) itself perform the relevant Services, or engage a third party to perform the Services or provide the relevant Goods (in which case, the Contractor will not be entitled to receive any Fees that relate to such Services or Goods);
 - (b) perform or have performed any other necessary remedial work;
 - (c) offset the expense of any action pursuant to **clauses 47.2(a)** or **47.2(b)** against any amount otherwise payable to the Contractor or recover such expense as a debt due to DFAT payable by the Contractor on demand; and
 - (d) suspend payment of any amount due to the Contractor until DFAT is reasonably satisfied that the Contractor has taken all reasonable steps to ensure that the relevant error, defect or other non-compliance will not arise or occur again.

48. DISPUTE RESOLUTION

- 48.1. 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 21** (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 nominated senior representative, 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 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.
- 48.2. Subject to **clause 41** (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.

49. EARLY NOTIFICATION

- 49.1. The Contractor must immediately notify DFAT if the Contractor (including Contractor Personnel) or a Subcontractor:
- (a) undergoes a Change in Control of the Contractor's legal entity;
 - (b) where the Contractor:
 - (i) is a company – there is appointed or, steps are taken to appoint, a liquidator, receiver, manager, controller or an administrator over the whole or any part of its affairs;
 - (ii) is an individual – it enters into a scheme of arrangement with its creditors, commits any act of bankruptcy or becomes bankrupt, or becomes incapable of managing its own affairs;
 - (c) is listed on the Criminal Code Act List, the DFAT Consolidated list, a World Bank List or on a Relevant List;
 - (d) is subject to any proceedings or an informal process which could lead to listing on the Criminal Code Act List, the DFAT Consolidated List, a World Bank List or listing on a Relevant List;
 - (e) is temporarily suspended from tendering for World Bank contracts by the World Bank, pending the outcome of a sanctions process;
 - (f) is temporarily suspended from tendering by a donor of development funding other than the World Bank; and/or
 - (g) is the subject of an investigation (whether formal or informal) by the World Bank or another donor of development funding.
- 49.2. 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: in this Schedule: **Clause 5** (Performance Standards), **Clause 6** (Warranties), **Clause 7** (Conflict of Interest), **Clause 8** (Insurances), **Clause 23** (Counter-terrorism), **Clause 24** (Fraud), **Clause 24A** (Fraud and Anti-corruption Plan), **Clause 25** (Anti-Corruption), **Clause 26** (Compliance with Laws and Policies), **Clause 26A** (Compliance with Commonwealth Supplier Code of Conduct), **Clause 27** (Security), **Clause 29** (Confidentiality), **Clause 30** (Privacy and Notification of Data Breaches) and **Clause 34** (Subcontracting), (including the use or disclosure of Sensitive, Personal or Confidential Information, or any Security Incident that arises), it must inform DFAT immediately.

50. TERMINATION FOR BREACH

- 50.1. DFAT may terminate this Contract by notice to the Contractor in accordance with **clause 21** (Notices) in any of the following circumstances:

- (a) the Contractor commits a material breach or breach which, in DFAT's opinion, is not capable of remedy;
- (b) the Contractor 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 and requiring the Contractor to remedy the breach;
- (c) the Contractor commits a Persistent Breach;
- (d) where the Contractor 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) where the Contractor is an individual – if it enters into a scheme of arrangement with its creditors, commits any act of bankruptcy or becomes bankrupt, or becomes incapable of managing its own affairs;
- (f) where the Contractor 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) the Contractor undergoes a Change in Control of the Contractor's legal entity, which in DFAT's reasonable opinion, may adversely affect the Contractor's ability to perform the Services under this Contract;
- (h) the Contractor fails to notify DFAT under **clause 49** (Early Notification);
- (i) the Contractor 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);
- (j) the Contractor made a statement or warranty in its Tender or failed to make a disclosure in its Tender Declaration leading to this Contract and DFAT is satisfied on reasonable grounds that the statement 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 a Contract;
- (k) the Contractor is convicted of any offence during the term of this Contract;
- (l) the Contractor, its Personnel or Subcontractors are or become listed on the Criminal Code Act list, the DFAT consolidated list, a World Bank or Relevant List or are subject to any proceedings or an informal process that may lead to them becoming so listed;
- (m) the Contractor 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; and/or
- (n) the Contractor commits a breach of **Clauses 26.1** (Compliance with Laws and Policies) or 59.1 (Compliance with DFAT Policies) and does not remedy the breach within ten (10) Business Days (or such longer period as DFAT may specify in the notice) of receipt of a notice from DFAT specifying the breach and requiring the Contractor to remedy the breach.

50.2. For the avoidance of doubt, **clauses 50.1(h) to (n)** do not limit the generality of **clauses 50.1(a) to (c)**.

51. TERMINATION FOR CONVENIENCE

51.1. DFAT has an unfettered discretion to, by notice to the Contractor in accordance with **clause 21** (Notices), terminate or reduce the scope of this Contract from the time specified in the notice. Without limiting the foregoing or DFAT's rights under this Contract, at law or in equity, DFAT's rights under this **clause 51.1** includes the discretion to do any of the following:

- (a) terminate or reduce the scope of this Contract if DFAT determines that the continuation of this Contract, or the continuation of a program or initiative for the purposes of which this Contract was entered into, does not support the achievement of value for money by DFAT;
- (b) reduce the scope of this Contract if DFAT considers that a Partner Country is for any reason unwilling or unable to support the delivery of any Goods or Services within that Partner Country; and
- (c) reduce the scope of this Contract such that the Contractor is not required to deliver any Goods or Services within one or more Partner Countries.

The Parties acknowledge and agree that such a determination by DFAT may be made in the absence of a breach of this Contract by the Contractor and due to circumstances beyond the Contractor's control.

- 51.2. If DFAT exercises its right in **clause 51.1**, the Contractor must comply with directions given by DFAT, cease or reduce (as applicable) 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, including novate any Subcontracts to DFAT or its nominee, if required by DFAT.
- 51.3. If DFAT terminates or reduces the Contract under this **clause 51**, DFAT will only be liable to the Contractor for the following loss or damage incurred as a direct consequence of termination of this Contract to the extent that they can be reasonably substantiated and are unable to be avoided or mitigated:
- (a) Fees and any Reimbursable Costs, as payable under **Schedule 2** (Pricing Schedule) of the Deed for Services provided before the effective date of termination (on a pro-rata basis, if applicable);
 - (b) lease termination costs for early termination of leases required specifically and exclusively for the performance of the Contract; and
 - (c) payments made to Subcontractors which are not related entities of the Contractor and which were paid prior to the date of notice of termination of this Contract by DFAT,
- and:
- (d) excluding all other loss or damage, including the cost of redundancies, the costs of terminating any Subcontracts, loss of profits and all other forms of expectation loss; and
 - (e) provided that total amount payable by DFAT cannot in any event exceed the amount that would have been payable by DFAT during the expected remaining Contract Period (not counting any extension options) had this Contract not been terminated or reduced.
- 51.4. The Contractor must, in each Subcontract, reserve a right of termination to take account of DFAT's right of termination under this **clause 51** and the Contractor must make use of such rights to mitigate losses in the event of termination by DFAT under the provisions of this **clause 51**.
- 51.5. Subject to this Contract, on expiry or termination (whether under this clause 51 or any other provision of this Contract):
- (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 goods and/or services arrangements.
- 51.6. The Contractor's obligations under **clause 51.5** include, at DFAT's request, continuing for a period of up to three (3) months to supply the Goods and/or 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.
- 51.7. DFAT is not obliged to make any further payments to the Contractor (whether under this Contract, at law or in equity) if DFAT exercises its rights in **clause 51.1** except as expressly provided under this **Clause 51**.

52. FORCE MAJEURE

- 52.1. 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 52.2**:
- (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.
- 52.2. A Party affected by a Force Majeure Event must give the other Party a written notice which:
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- (a) sets out details of the Force Majeure Event (including the effect of the Force Majeure 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.

52.3. The Contractor must:

- (a) arrange a meeting with DFAT within 24 hours' of a notice given under **clause 52.2**; and
- (d) 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.

53. EXTENSION OF TIME

- 53.1. Subject to **clause 53.5** neither DFAT nor the Contractor will be in breach of the Contract to the extent that performance of their Contract obligations is prevented due to any significant change in circumstances (including change in Partner Country Laws, and industrial disputes) that are beyond the control of the Contractor.
- 53.2. 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 due to **clause 52** (Force Majeure) it must notify DFAT in accordance with **clause 52** providing details of the delay and its likely impact on the performance of this Contract.
- 53.3. Where **clause 52** (Force Majeure) has been triggered, 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 15** (Amendment).
- 53.4. DFAT must consider the Contractor's recommendations and request for an extension of time as soon as practicable after receiving the request in accordance with **clause 53.3** and may grant approval subject to conditions.
- 53.5. If DFAT approves in writing a request by the Contractor for an extension of time under **clause 53.3**, any resultant changes to the Contract must be documented in a Deed of Amendment.
- 53.6. Even if the Contractor has not given notice under **clause 53.2**, 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.
- 53.7. Where an extension of time has been granted and the Contractor has been unable to perform its obligations for forty-five (45) Business Days or more, DFAT may suspend the Contract, reduce the scope or terminate the Contract by notice in writing.
- 53.8. In the event of suspension, deletion or termination of the Services or the Contract in accordance with this **clause 53**, DFAT will be liable for Fees and Reimbursable Costs in accordance with **Clause 50.3** (Termination for Convenience).

54. LIABILITY

- 54.1. 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.
- 54.2. 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.

55. EXPORT APPROVALS AND IMPORTED SUPPLIES

- 55.1. The Contractor must obtain all necessary valid export licences or other licences and approvals to provide the Services in accordance with this Contract. The Contractor must provide, on request by DFAT, a copy of any such licence or other approval, or proof that such licence or approval has been obtained.
- 55.2. The Contractor must notify DFAT in writing within **five (5)** Business Days of becoming aware of the refusal, revocation, or any qualification of an export licence or other licence or approval required for the provision of the Services under this Contract.

PART 7 – PROJECT SPECIFIC CONDITIONS

56. DEFINITIONS

- 56.1. For the purposes of this Part 7, and unless a contrary intention appears, the following definitions apply:

Director of Workplace Gender Equality means the person so named in Section 9 of the *Workplace Gender Equality Act 2012* (Cth).

Diversity and Inclusion Plan means the plan set out as an attachment to this Contract as **Schedule 11** of the Deed.

Indigenous Enterprise means an organisation that is 50 per cent or more Indigenous owned that is operating a business.

Localisation Strategy means the plan set out as an attachment to this Deed as **Schedule 13** of the Deed.

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

57. HANDOVER AND ASSETS

- 57.1. Within twelve (12) months of the Services Start Date, the Contractor must draft and provide to DFAT a Handover Plan that includes all the functions to be performed to hand over Contract Material, Supplies, information, documents and other materials to each Partner Country (or to DFAT where Goods and/or Services are provided in Australia) in a manner that ensures each Partner Country is able to benefit from the Project and can manage ongoing maintenance requirements, as well as any other matters specified in this Contract.
- 57.2. The Contractor must make changes to the Handover Plan as reasonably requested by DFAT and update the Handover Plan as necessary during the term of the Project, but at least annually and not less than six (6) months before the end of the Contract Period.
- 57.3. 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, or as otherwise agreed in writing by DFAT.
- 57.4. The Contractor must:
- (a) bear the loss or damage in respect of the Supplies until handover of Supplies to DFAT or to a third party as directed by DFAT;
 - (b) establish and maintain a Register of Assets which will 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 associated documentation such as import documents, invoices and warranties at any time and from time to time.
- 57.5. On the expiry or termination of this Contract, the Contractor must provide all reasonable assistance and cooperation necessary to facilitate the provision of services similar to the Services 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 in writing by DFAT;

- (c) if requested by DFAT, facilitate the assignment to DFAT, DFAT's nominee or to any relevant Partner Country of Subcontracts 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 any relevant Partner Country.

58. PROJECT VEHICLE CONTRIBUTION

- 58.1. Project Vehicles remain the responsibility of the Contractor for the term of the Project.
- 58.2. In consideration of the Contractor being entitled to use Project Vehicles for non-project use, the Contractor must contribute **AUD400.00** for each Project Vehicle for each month the Project Vehicle is used for non-project purposes. The contribution must be deducted by the Contractor and must be clearly identified on the Contractor's invoices.
- 58.3. The Contractor must prioritise Project use over private use of vehicles, ensure Personnel have relevant licences, ensure vehicles are appropriately insured and serviced at regular intervals and have seat belts fitted.
- 58.4. The Contractor is responsible for any costs incurred in the event of an accident while the Project Vehicle is being privately used.

59. COMPLIANCE WITH DFAT POLICIES

- 59.1. In performing its obligations under the Contract, the Contractor must comply with, and must ensure that its Personnel comply with, all DFAT policies including (accessible on the DFAT website at: www.dfat.gov.au):
 - (a) the disability inclusive strategy: '*Development for All 2015-2020: Strategy for strengthening disability-inclusive development in Australia's aid program*', accessible on the DFAT website at: <http://dfat.gov.au/about-us/publications/Pages/development-for-all-2015-2020.aspx>. Particular attention must be directed towards the Strategy's guiding principles;
 - (b) the 'Child Protection Policy', accessible on the DFAT website at: <https://dfat.gov.au/about-us/publications/Pages/child-protection-policy.aspx>;
 - (c) the 'Preventing Sexual Exploitation, Abuse and Harassment Policy', accessible on the DFAT website at: <https://dfat.gov.au/international-relations/themes/preventing-sexual-exploitation-abuse-and-harassment/Pages/default.aspx>;
 - (d) the 'Family Planning and the Aid Program: Guiding Principles' (2009) for the DFAT - Australian Aid Program, accessible on the DFAT website at: <https://dfat.gov.au/about-us/publications/Pages/family-planning-and-the-aid-program-guiding-principles.aspx>;
 - (e) information accessibility requirements contained in the 'Guidelines for preparing accessible content' (2012) for the DFAT - Australian Aid Program, accessible on the DFAT website at: <https://dfat.gov.au/about-us/about-this-website/Pages/accessibility.aspx>;
 - (f) the 'Environmental and Social Safeguard Policy for the Aid Program', accessible on the DFAT website at: <https://www.dfat.gov.au/sites/default/files/environmental-social-safeguard-policy.pdf>.
 - (g) 'Australia's International Gender Equality Strategy', accessible on the DFAT website at: [Australia's International Gender Equality Strategy | Australian Government Department of Foreign Affairs and Trade](https://www.dfat.gov.au/international-relations/themes/preventing-sexual-exploitation-abuse-and-harassment/Pages/default.aspx)
 - 59.2. DFAT may, at any time, conduct a review of the Contractor's compliance with DFAT's Child Protection Policy or Preventing Sexual Exploitation, Abuse and Harassment Policy. DFAT will give reasonable notice (at least 14 calendar days) to the Contractor and the Contractor must participate co-operatively in any such review.
 - 59.3. If DFAT finds that the Contractor has failed to comply with DFAT's Child Protection Policy or Preventing Sexual Exploitation, Abuse and Harassment Policy, the Contractor must promptly, and at the cost of the Contractor, take such actions as are required to ensure compliance with the policy.
 - 59.4. The Contractor must report:
 - (a) any suspected or alleged case of sexual exploitation, abuse and harassment that relates to the Project/Program to seah.reports@dfat.gov.au within 48 hours of becoming aware of the case;
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- (b) any suspected or alleged case of child exploitation to childwelfare@dfat.gov.au within 48 hours of becoming aware of the case;
- (c) any alleged incidents of non-compliance with DFAT's Preventing Sexual Exploitation, Abuse and Harassment Policy to seah.reports@dfat.gov.au within 5 Business Days of becoming aware of the incident; and
- (d) any alleged incidents of non-compliance with DFAT's Child Protection Policy to childwelfare@dfat.gov.au within 5 Business Days of becoming aware of the incident.

60. GENDER EQUALITY

- 60.1. This clause 60 applies only to the extent that the Contractor is a 'relevant employer' for the purposes of the *Workplace Gender Equality Act 2012 (Cth)* (the **WGE Act**).
- 60.2. 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').
- 60.3. Subject to **clause 60.2**, if the Contractor becomes non-compliant with the WGE Act during the Contract Period, the Contractor must promptly notify the DFAT Officer nominated in **clause 21** (Notices) and DFAT reserves the right to provide the Contractor with directions regarding compliance.
- 60.4. If the Contract Period exceeds eighteen (18) months, the Contractor must provide a current letter of compliance with the WGE Act from the Workplace Gender Equality Agency within 18 months from the Services Start Date and following this, annually, to the DFAT Officer nominated in **clause 21** (Notices).
- 60.5. Compliance with the WGE Act does not relieve the Contractor from its responsibility to comply with its other obligations under the Contract.

61. MODERN SLAVERY

- 61.1. In this **clause 61.1**:

Guiding Principles on Business and Human Rights means the United Nations' Guiding Principles on Business and Human Rights: Implementing the United Nations "Protect, Respect and Remedy" Framework available at https://www.ohchr.org/documents/publications/guidingprinciplesbusinesshr_en.pdf.

Modern Slavery has the same meaning as it has in the *Modern Slavery Act 2018 (Cth)*.

- 61.2. The Contractor must take reasonable steps to identify, assess and address risks of Modern Slavery practices in the operations and supply chains used in the provision of the Goods and/or Services.
- 61.3. If at any time the Contractor becomes aware of Modern Slavery practices in the operations and supply chains used in the performance of this Contract, the Contractor must as soon as reasonably practicable take all reasonable action to address or remove these practices, including where relevant by addressing any practices of other entities in its supply chains.

62. PROCUREMENT AND GRANTS

- 62.1. In procuring all Supplies 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) implement procedures that are consistent with the principles of the Commonwealth Procurement Rules and the *Public Governance, Performance and Accountability Rule 2014 (Cth)* in particular, observing the core principles of achieving value for money and the supporting principles;
 - (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;
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- (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.

62.2. In administering any Grant activities, the Contractor must:

- (a) implement procedures so that administration of the Grant is undertaken in a manner that is consistent with the principles of the Commonwealth Grants Rules and Principles, in particular the key principles for Grants Administration; and
- (b) maintain complete and accurate records documenting the procedures followed in selecting Grant Recipients.

63. ACCESSIBILITY REQUIREMENT FOR DFAT WEBSITES

- 63.1. If the Statement of Requirement or the Services Order requires the Contractor to develop or maintain a website on behalf of DFAT, the Contractor must ensure that the website complies with the Web Content Accessibility Guidelines (WCAG) Version 2.0, Level AA.

64. INDIGENOUS PROCUREMENT POLICY

- 64.1. It is Commonwealth policy to stimulate indigenous entrepreneurship and business development, providing Indigenous Australians with more opportunities to participate in the economy (see Indigenous Procurement Policy for further information).
- 64.2. The Contractor must use its reasonable endeavours to increase its purchasing from Indigenous Enterprises and employment of Indigenous Australians, in the delivery of the Goods and/or Services.
- 64.3. Purchasing from Indigenous Enterprises may include engagement of an Indigenous Enterprise as a subcontractor and/or use of Indigenous suppliers in the Contractor's supply chain.
- 64.4. The Contractor must promptly provide written reports and evidence of its compliance with this clause 64 if requested by DFAT during the Contract Period.
- 64.5. In this clause 64, **Indigenous Procurement Policy** means the Indigenous Procurement Policy of the Commonwealth, details of which are available at <https://www.niaa.gov.au/resource-centre/indigenous-affairs/indigenous-procurement-policy>.

65. SHADOW ECONOMY

- 65.1. It is Commonwealth Policy to increase the integrity of government procurement, as listed in the procurement connected policy guidelines: *Shadow economy – increasing the integrity of government procurement: Procurement connected policy guidelines October 2024* available at <https://treasury.gov.au/publication/p2019-t369466>
- 65.2. The Contractor warrants in relation to any first-tier subcontractor it has engaged to deliver goods and/or services with an estimated value of over AUD4 million (GST inclusive) that the Contractor either:
- (a) at the time of responding to the approach to market that resulted in the entry of this Contract, obtained all Valid and Satisfactory Statements of Tax Record required for the Subcontractor's entity type under Part 10 of the Shadow Economy Procurement Connected Policy ; or
 - (b) obtained at the time of entry into the subcontract, all Valid and Satisfactory Statements of Tax Record required for the Subcontractor's entity type under Part 10 of the Shadow Economy Procurement Connected Policy .

The Contractor must, on request by DFAT, provide to DFAT a copy of any such Statement of Tax Record.

- 65.3. If the Contractor is a partnership, the Contractor will ensure that if a new partner joins the partnership that a Valid and Satisfactory Statement of Tax Record for the partner is provided to DFAT as soon as possible after they become a partner to the partnership.

- 65.4. The Contractor warrants that at the Services Start Date it holds all Valid and Satisfactory Statements of Tax Record required for its entity type under Part 10 of the Shadow Economy Procurement Connected Policy.
- 65.5. The Contractor must hold all Valid and Satisfactory Statements of Tax Record required for its entity type under Part 10 of the Shadow Economy Procurement Connected Policy at all times during the Contract Period and, on request by DFAT, provide to DFAT a copy of any such Statement of Tax Record.
- 65.6. Without limiting its other rights under this contract or at law, any failure by the Contractor to comply with the requirements outlined in this clause will be a breach of this Contract.

SCHEDULE 11 – DIVERSITY AND INCLUSION PLAN

Not Used

SCHEDULE 12 – INDIGENOUS PARTICIPATION PLAN

Not used (may be requested in individual Services Orders)

SCHEDULE 13 – LOCALISATION STRATEGY

Not used (may be requested in individual Services Orders)

SCHEDULE 14 – PASP GOVERNANCE STRUCTURE

PASP Governance Structure

PASP Governance Structure		
Strategic Level	PASP Governance Committee To maintain oversight of PASP To ensure progress and performance towards EOPOs To endorse “throughput mechanism” proposals • Chair: DFAT OTP EIB Band 1 • Representatives: EIB, relevant OTP representatives, the managing contractor representative and PASP Lead/Director and other agencies (e.g. Department of Employment and Workplace Relations). AIFFP, the PALM scheme and Pacific and Timor-Leste representatives invited to present or observe as needed. • Secretariat: Managing contractor • Meetings: February (to review planning) September (to review progress and performance), additional as needed.	PASP Technical Advisory Group To help DFAT with management, internal MEL processes and quality assurance. • Responsibilities: Mitigate against DFAT staff turnover Provide technical robustness to PASP • Composition: To be needs driven but would likely include technical advisers in skills development, MEL and GEDSI from the Pacific and Timor-Leste.
	PASP Implementation Committee To maintain activity level oversight of PASP To monitor delivery and achievement of EOPOs To monitor key deliverables and milestones To manage risk mitigations • Chair: EIB Investment Manager. • Representatives: EIB, the managing contractor representative, PASP Lead/Director and relevant PASP personnel. • Secretariat: Managing contractor. • Meetings: fortnightly.	
Regional Level		
Country Level	PASP Sub-Committees Country and activity level decision-making on each workstream • Chair: Relevant PASP personnel per workstream. • Representatives: EIB (one per committee), relevant posts (one per committee if needed) and Pacific and Timor-Leste representatives. • Meetings: each month or every two months (depending on priority).	
Governance principles: Transparency and accountability Clear articulation and understanding of responsibilities Proactive risk management and mitigation Continuous improvement		

SERVICES ORDER

Services Order number – 80454/2 Technical Skills Panel (Pacific Australia Skills)
DT Global Asia Pacific Pty Ltd ABN 23 006 170 869 has offered under clause 5.1 of the Deed of Standing Offer specified at item 1 below to provide the Services to DFAT. DFAT accepts this offer on the terms and conditions set out in the Deed and issues this Services Order in accordance with clause 5.3 of the Deed. Any inconsistency between this Services Order and another document forming part of this Contract is to be resolved in accordance with clause 5.5 of the Deed. Terms used but not defined in this Services Order have the meaning given to them in Schedule 10 – Standard Contract Conditions to the Deed.

DFAT Representative	Pacific Australia Skills Agreement Manager, being the individual nominated by DFAT by notice to the Contractor from time to time (Agreement Manager)
Contractor	DT Global Asia Pacific Pty Ltd (ABN 23 006 170 869)
Contractor Representative	s 47F(1) @dt-global.com

Item number	Description	Standard Contract Conditions clause reference	Details
1.	Deed No. and description	1.1	The Deed of Standing Offer for the Provision of the Pacific Australia Skills Platform between DFAT and DT Global Asia Pacific Pty Ltd (ABN 23 006 170 869), as executed on 7 March 2025 (Deed number 80454).
2.	Initial Contract Period	1.1 and 2.1	The period of 3 years and 7 months commencing 3 June 2026 and ending 31 December 2029.
3.	Services Order Option Period	2.2	4 years from 1 January 2030 to 31 December 2033. Options can be taken at DFAT's discretion.
4.	Background	N/A	As per the Deed of Standing Offer
5.	Services	1.1 and 4	As per Schedule 1 to this Services Order
6.	DFAT requirements	4	As per Schedule 1 to this Services Order
7.	Meetings		As per Schedule 1 to this Services Order
8.	Monitoring and Evaluation		As per Schedule 1 to this Services Order
9.	Reports	39	As per Schedule 1 to this Services Order
10.	Performance Standards / Key Performance Indicators	5	As per Schedule 1 to this Services Order
11.	Personnel / Specified Personnel	1.1 and 33	As per Schedule 1 to this Services Order
12.	Subcontractors	34	To be agreed in writing between the Contractor and DFAT.
13.	DFAT Material	1.1	Not applicable
14.	DFAT Supplied Items	1.1	Not applicable

s 22(1)(a)(ii)

Services Order number 2 / Deed no. 80454

Item number	Description	Standard Contract Conditions clause reference	Details										
15.	Contractor Background IP	1.1 and 9.1	Not applicable										
16.	Payment – Fees, including any Payment Milestones	41	As per Schedule 2 to this Services Order										
17.	Additional/higher level of Insurance	8.8	No additional insurances required.										
18.	Confidential Information	1.1 and 29	DFAT Confidential Information:<table><tr><th>Item</th><th>Period of Confidentiality</th></tr><tr><td>DFAT Data</td><td>Perpetual</td></tr><tr><td>DFAT Material</td><td>Perpetual</td></tr><tr><td>Personal Information acquired by the Contractor from DFAT</td><td>Perpetual</td></tr><tr><td>Official Information</td><td>Perpetual</td></tr></table> Contractor Confidential Information: Not applicable	Item	Period of Confidentiality	DFAT Data	Perpetual	DFAT Material	Perpetual	Personal Information acquired by the Contractor from DFAT	Perpetual	Official Information	Perpetual
Item	Period of Confidentiality												
DFAT Data	Perpetual												
DFAT Material	Perpetual												
Personal Information acquired by the Contractor from DFAT	Perpetual												
Official Information	Perpetual												
19.	Limitation of liability amount	11	Not applicable										
20.	Additional security requirements; level of security clearances required; and police checks	27	No additional										
21.	Address for invoices		Director, Pacific Skills Section, Department of Foreign Affairs and Trade (DFAT) RG Casey Building, John McEwen Crescent Barton ACT 0221 Email: s 22(1)(a)(ii);@dfat.gov.au										
22.	Notices	21	DFAT Director, Pacific Skills Section, Department of Foreign Affairs and Trade RG Casey Building, John McEwen Crescent Barton ACT 0221 Email: s 22(1)(a)(ii);@dfat.gov.au Contractor Contractor Representative DT Global Asia Pacific Pty Ltd Level 14, Tenancy 2, 501 Swanston Street Melbourne VIC 3000 Australia Email: s 47F(1) @dt-global.com										

s 22(1)(a)(ii)

Services Order number 2 / Deed no. 80454

EXECUTED as a CONTRACT

SIGNED for and on behalf of the Commonwealth of Australia represented by the Department of Foreign Affairs and Trade, ABN 47 065 634 525, by:

Jan Hutton

(Name of authorised DFAT representative in block letters)

as authorised representative for DFAT in the presence of:

s 22(1)(a)(ii)

(Signature of authorised DFAT representative)

s 22(1)(a)(ii)

(Signature of witness)

s 22(1)(a)(ii)

(Name of witness in block letters)

Date: *3/6/2026*

SIGNED for DT Global Asia Pacific Pty Ltd in accordance with section 127(1) of the Corporations Act 2001 (Cth) by:

s 47F(1)

(Signature of director)

s 47F(1)

(Name of director in block letters)

s 47F(1)

(Signature of director/company secretary*
(*delete whichever is not applicable))

s 47F(1)

(Name of director/company secretary* in block letters (*delete whichever is not applicable))

Date: 26 MAY 2026

Date: 26 MAY 2026

Schedule 1 to Services Order 80454/2 – Statement of Requirements**1A. ACRONYMS**

- 1A.1 Any acronyms used in this Schedule which are defined in Schedule 1 of the Deed but not in this Schedule have the same meaning as in Schedule 1 of the Deed.

1. PROGRAM GOVERNANCE

- 1.1 Delivery and activities outlined in this Services Order will be included in the overarching governance arrangements outlined in the Deed.

2. SERVICES

- 2.1 The Contractor will deliver ongoing activities from the program core management services, as described in the Deed and further details outlined in this Statement of Requirements:
- 2.2 The Contractor will procure and manage the scalable Technical Skills Panel (TSP), complying with Clause 62 of the Deed with regards to procurement and grants, including onboarding technical partners and ensuring compliance with TSP standards, as described in the Deed and further outlined in this Statement of Requirements.
- 2.3 The Contractor will establish a TSP of providers to deliver quality skills and training and provide relevant sector expertise. The TSP will be a flexible and on-demand mechanism. It will bring in providers as needed across the life of the investment and will be able to respond to planned and emerging skills needs as the investment matures. The Contractor and DFAT will agree on activities delivered under the TSP in writing through an annual work plan, as per section 7.2(q) of Schedule 1 of the Deed of Standing Offer No. 80454 and Table 1 (Deliverables and Reports) of Services Order no. 80454/1 or as otherwise agreed in writing.
- 2.4 The Contractor must ensure the TSP operates in a manner which reflects the Guiding Principles and Australian Development Priorities outlined in the Deed. In particular, the Contractor must work in genuine partnership with Pacific island countries and Timor-Leste through the TSP, and actively consider locally led development principles, gender equality, disability equity and rights, and social inclusion (GEDSI), First Nations participation, and climate change resilience in the establishment and management of the TSP. Collaboration amongst TSP members will be encouraged.
- 2.5 The Contractor must establish a TSP which includes Pacific and Timor-Leste training providers, large Australian registered training organisations (RTOs), smaller RTOs, and specialised or non-registered training providers, and individual skills advisers. With a focus on quality and expertise, the Contractor must procure:
- a. Pacific and Timor-Leste providers and institutions from the inception phase (April 2025 to June 2026) as required to support implementation of agreed work plans and work with them to build capability and capacity as providers as required.
 - b. First Nations training providers with expertise aligned to national and regional demand who can deliver training (where there is capacity to do so) or provide capacity strengthening support to Pacific and Timor-Leste providers.

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- c. selected individuals for the TSP who bring a combination of skills and development expertise, with a preference for Pacific Islander or Timorese professionals where viable.
 - d. specialised training providers (including Australian RTOs and other vocational learning providers) that meet training requirements identified through country consultations and country planning processes.
- 2.6 The Contractor must develop processes to procure new providers to the TSP, throughout the Contract Period, to address emerging skills and training priorities, with the aim of ensuring the TSP is reviewed and refreshed over time, maintaining a mix of quality providers on the panel, reducing administrative burden where possible, while balancing probity and due process.
- 2.7 The Contractor must:
- a. recruit organisations and individuals to the TSP through fair, transparent, and open procurement processes, noting that DT Global will be excluded from participating in the TSP as a provider.
 - b. develop comprehensive selection criteria for organisations and individuals, in consultation with DFAT, to ensure the quality of services and capacity to deliver under the TSP.
 - c. target recruitment of individuals and organisations whose services best meet country-specific needs to ensure the TSP remains flexible, adaptable, responsive, and scalable.
 - d. undertake due diligence of the selected organisations and individuals to ensure their capability to deliver.
 - e. negotiate agreements with organisations and individuals participating in the TSP.
 - f. develop mechanisms to respond to ad hoc DFAT requests for additional TSP providers to address urgent priorities and deliver priority services.
- 2.8 The Contractor must provide administrative and capacity building support to Pacific and Timorese organisations and individuals in the TSP to enhance their capability to deliver key services, where required.
- 2.9 The Contractor must:
- a. support providers to navigate registration with qualifications authorities across the Pacific and Timor-Leste, where relevant.
 - b. provide capacity building support to Pacific and Timor-Leste TSP members, where necessary. This may include facilitating twinning arrangements between institutions, supporting short-term staff exchanges and placements, facilitating a Community of Practice for knowledge exchange, supporting peer-to-peer trainer shadowing and coaching, and facilitating on-the-job capacity strengthening by other providers on specific aspects of the training cycle.
 - c. hold an annual workshop, or other regular or ad hoc fora as agreed through approved work plans, that brings together TSP members to: enable panel members to maintain trusted and effective working relationships with the program team, provide opportunities for shared
-

learning, and provide specific capacity strengthening support, particularly for local panel members.

- d. induct new TSP members, provide training and support where required, and develop comprehensive guidance on key information TSP members need to be aware of (as outlined in the 'Induction Plan for new TSP members' deliverable in Table 1). Provide introductory guidance on working with DFAT (both Canberra and Posts) and emphasise the importance of a proactive and solutions-focused approach to the relationship.
- e. monitor performance and outputs of TSP members over the life of their engagement to ensure delivery of quality training and services that are culturally appropriate for the Pacific and Timor-Leste, compliance with key policies and processes, and achievement of program outcomes.
- f. support TSP members to understand key development principles, the Pacific and Timor-Leste operating context, and the importance of cultural competency.

3. MANAGING SUB-CONTRACTED PANEL MEMBERS

- 3.1 The Contractor must use reasonable endeavours to ensure the capability of all panel members to deliver the procured services, foster an inclusive and diverse team, and draw on capabilities from within the Pacific and Timor-Leste wherever possible to reflect the locally led intentions of the program.
- 3.2 The Contractor will establish a strong leadership and management culture and ensure all panel members have a clear understanding and acceptance of their role and how it contributes to delivering the Services and EOPOs.
- 3.3 The Contractor will be responsible for administering fair, transparent, and competency-based selections processes for panel members.
- 3.4 The Contractor will comply with Clause 28 of the Deed of Standing Offer No. 80454 with regards to work health and safety obligations.
- 3.5 The Contractor must implement systems and processes to oversee delivery by panel members, ensuring they :
 - a. are managed and monitored to ensure all outputs are delivered on time and to a high standard as specified in the relevant statement of requirements and in accordance with best practice.
 - b. are performance managed as required (in proportionate ways and allowing for due process) and responses to under performance are brought to DFAT's attention.
 - c. behave ethically and appropriately at all times, consistent with the intent of DFAT's Ethics, Integrity and Professional Standards Policy Manual (and any later versions of this policy).
 - d. comply with, and advocate for, DFAT's policies on cross-cutting issues, including gender, disability, fraud and anti-corruption, PSEAH, child protection, and environmental and social safeguards.

4. PROCUREMENT

- 4.1 Procurement and expenditure undertaken by the Contractor must comply with the principles of the Australian Government's Commonwealth Procurement Rules. In consultation with DFAT, the Contractor will negotiate agreements with organisations participating in the TSP, including on objectives, activities, and target locations for activities. The Contractor must undertake appropriate due diligence of downstream partners and Subcontractors.
- 4.2 Once agreements are in place, the Contractor will manage funds to subcontractors as required by DFAT. This will include reviewing proposals and annual work plans, as applicable, monitoring of performance, reporting, financial management, and communications by TSP members relevant to their participation in Pacific Australia Skills are consistent with the Pacific Australia Skills branding and communications strategy.
- 4.3 The Contractor will make available to DFAT, on request, the names of subcontractors engaged by the Contractor in respect of a procurement arrangement.

5. MONITORING, EVALUATION AND LEARNING

- 5.1 The Contractor will incorporate relevant aspects of the TSP into their MEL plan developed under DFAT Services Order No. 80454/1. Focus will be on the extent to which TSP contributes to Pacific Australia Skills' intermediate outcomes, EOPOs and value for money. Likely monitoring data includes graduate numbers, graduate employment rates (disaggregated by gender, age group, disability status), number of Pacific and Timor-Leste institutions which become part of the TSP, and changes in organisational capacity of Pacific and Timor-Leste institutions on the TSP. The Contractor must incorporate TSP data collection into the Management Information System (MIS) developed under DFAT Services Order No. 80454/1.
- 5.2 Two measurement approaches will be taken:
- a. The collection of ongoing monitoring data, such as: graduate satisfaction with training; time between training being requested and training implementation commencing; costs to run training (including Pacific Australia Skills overheads); whether there is genuine competition between TSP providers; and whether the TSP approach is contributing to building capacity of Pacific and Timor-Leste training institutions.
 - b. An independent review into the effectiveness of the delivery modality around the two-year mark, the exact date to be agreed in writing with DFAT during Year 1. This would include the collection of qualitative data from students, employers and partner governments and will include recommendations for increasing efficacy of the TSP, including whether a refresh of TSP membership is required.

6. DELIVERABLES AND REPORTING

- 6.1 During the Contract Period, the Contractor must deliver the Deliverables and Reports, and meet the milestones and timeframes, set out in Table 1. Dates and Deliverables may change with written agreement by DFAT and the Contractor. DFAT and the Contractor will meet prior to drafting Deliverables and Reports to discuss expectations for the content required. DFAT may provide templates or certain documents when available, and the Contractor must use such templates as the basis for any relevant Deliverables.

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- 6.2 All Deliverables 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 and program outcomes.
 - d. comply with the Digital Transformation Agency Accessibility and Inclusivity Content Guide.
 - e. be prepared to be published on the DFAT or program website, ensuring any sensitive information is easily redacted (i.e included in annexes).
 - f. be provided in Microsoft Word format (or Microsoft Excel format for spread sheets) unless otherwise approved or requested by DFAT.
 - g. not incorporate either DFAT or the Contractor's logo.
 - h. be provided at the time specified in this Schedule.
 - i. be provided in accordance with the specification under the Deed.
- 6.3 The Contractor must submit each Deliverable in Table 1 of this Schedule to DFAT for DFAT's consideration, and otherwise perform any activities specified in that Table, by the due date specified in that Table.
- 6.4 After receiving each Deliverable, DFAT may notify the Contractor either that DFAT approves or does not approve the Deliverable within 15 working days.
- 6.5 If DFAT does not approve a Deliverable under clause 6.4 of this Schedule, the Contractor must:
- a. promptly take all reasonable action to address DFAT's reasons for not approving the relevant Deliverable; and
 - b. resubmit the Deliverable (or the relevant part of it) to DFAT for DFAT's consideration.
- DFAT will then either approve or not approve the resubmitted Deliverable in accordance with clause 6.4 of this Schedule.
- 6.6 Except as otherwise specifically agreed in writing by DFAT, the Contractor must implement (and otherwise act in accordance with) all Deliverables as approved by DFAT under clause 6.3 of this Schedule. Nothing in this clause 6.6 limits any other obligation of the Contractor under this Contract or at Law.
- 6.7 Notwithstanding any provision of the Deed to the contrary, where a Deliverable under this Services Order 2 is embedded within a Services Order 1 Deliverable, DFAT must assess and verify the relevant Services Order 2 component of that Deliverable independently.
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Table 1: Deliverables and Reports

DELIVERABLE / REPORT TYPE	DESCRIPTION	DUE DATE	MILESTONE
TSP Mobilisation and Management Plan	The Contractor must develop a TSP Mobilisation and Management Plan that outlines the approach to delivering the TSP. The TSP Mobilisation and Management Plan must include: - information on how the Contractor will operationalise and manage the TSP throughout the life of the investment including: communications and outreach activities to attract capable providers to the TSP; tailored approaches to engaging Pacific and Timor-Leste providers; and tailored approaches to engaging First Nations providers. - approach to monitoring, evaluation, and learning to ensure value for money and inform changes to the TSP through the life of the investment. - approach to ensuring adaptive and flexible management is embedded in operations. - identify TSP risks and outline approach to risk management and mitigation (to feed into the overarching Risk Register).	Within 8 weeks of Services Order Start Date	Yes (M1)
TSP Standard Operating Procedure	The Contractor must develop an external-facing Standard Operating Procedure for the TSP. The document should be targeted towards potential TSP members and provide information on how the TSP will work and the role of members within it. The Standard Operating Procedure will outline: - the approach to how TSP members will be appraised of opportunities and how they can register their interest. - how TSP members will be selected, including requirements to demonstrate relevant cross-cultural capability and culturally appropriate skills and training delivery methodologies. - how TSP members will be contracted. - the approach of Pacific Australia Skills to institutional and locally led development. - reporting requirements for members, including provision of data or	Within 16 weeks of Services Start Date	Yes (M2)

DELIVERABLE / REPORT TYPE	DESCRIPTION	DUE DATE	MILESTONE
	information required by Pacific Australia Skills MEL systems. - rules for branding and external communications regarding any services provided for Pacific Australia Skills. - quality assurance frameworks for the delivery of all services by TSP members, how quality will be monitored and consequences for failure to meet quality standards. - risk management, with a particular focus on fraud, SEAH and Child Protection - insurance requirements.		
TSP Selection Criteria	The Contractor must develop comprehensive selection criteria for organisations and individuals applying to the TSP, in consultation with DFAT. The selection criteria will: - be transparent, merit-based, and equitable. - provide clear guidance on the services, capabilities, accreditation, and obligations a successful applicant will need to deliver. - tailored to the type of provider being recruited and the services provided (i.e. selection criteria may be different for a large RTO and specialised training provider). - include understanding of development principles and DFAT policies.	Within 16 weeks of Services Start Date	Yes (M3)
TSP operationalised	The Contractor must establish and operationalise the TSP and have a diverse range of organisations able to meet the needs of the program admitted to the TSP. This will include at least: 1 Pacific and/or Timorese-organisational provider. 1 First Nations provider.	Within 20 weeks of Services Start Date, to be reported during program Implementation Meetings and documented in the Pacific Australia Skills Annual Report	Yes (M4)
TSP Progress Report	TSP reports on the progress of the TSP and its contribution to Pacific Australia Skills' performance against EOPOs and IOs will be embedded within the Pacific Australia Skills Progress Report. Reports must align with DFAT MEL standards.	August every year during the Contract Period (included in the Progress Report for Services Order 1)	Y (M5)

DELIVERABLE / REPORT TYPE	DESCRIPTION	DUE DATE	MILESTONE
	TSP progress reports will include: - information on the composition of the TSP and changes to membership since the previous report. - a breakdown of the type of providers represented in the TSP (i.e. Pacific or Timor-Leste provider, Australian RTO). - data on the frequency of provider's being engaged and the types of training they are delivering through the TSP. - key issues, risks or incidents relating to the TSP that have been addressed throughout the reporting period (include details on response and lessons learn to mitigate future issues, risks or incidents).		
TSP Annual Report	DFAT will confirm the content and requirements of the Annual Reports with the Contractor prior to drafting. At a minimum, TSP Annual Reports must: - Provide a valid and reliable evidence-based assessment of progress against the EOPOs, Annual Plan and Budget, in alignment with the MEL Framework. - Inform DFAT's annual Investment Quality Reporting processes, including Investment Monitoring Reports (IMRs), Tier 2 and 3 indicators, and Partner Performance Assessments. - Align with DFAT MEL Standards. - Provide a summary of key achievements over the preceding calendar year, including case studies of specific activities. - Provide a summary of key GEDSI achievements, including a case study in each of gender equality and disability inclusion. - Measure performance and progress using the MEL Framework and against any baseline data, including lessons learned (log of feedback, lessons and actions) to support DFAT performance monitoring requirements. - Assess management and implementation systems, including	15 February every year during the contract period, included in the Annual Report for Services Order 1	Y (M6)

DELIVERABLE / REPORT TYPE	DESCRIPTION	DUE DATE	MILESTONE
	key risks and mitigation measures and its contributions to overall portfolio functioning. - Outline lessons learned over the preceding calendar year. - Include a financial statement showing funds spent over the preceding calendar year. - Include the status of previous year's management actions and recommendations.		
Handover/Transition Plan	The TSP should be included in the overarching Pacific Australia Skills Handover/Transition Plan (Clause 7.1).	As outlined in Services Order 1 (Clause 7.1)	N
TSP Completion Report	A summary of the achievements of the TSP should be included in the Pacific Australia Skills overarching completion report (Clause 7.1).	Embedded in the Completion Report (outlined in Services Order 1, Clause 7.1)	Y (M7)

7. MEETINGS

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

Table 2: Meeting attendance

MEETING TYPE	LOCATION	DATE
Workshop TSP Members	Virtual or in person, as agreed through annual plans	At least annually, as agreed through annual plans with DFAT
Regular meetings with DFAT – as part of governance framework / implementation committee	Virtual or in person, as agreed with DFAT	At least monthly
Other meetings as required	As agreed with DFAT	As required

7.2 The meeting schedule will be reviewed and may be amended with the written agreement of DFAT.

7.3 The Contractor must participate in ad hoc meetings as requested by DFAT.

8. CONTRACT MILESTONES

Refer to Table 1 (Deliverables and Reports) in this Schedule 1 for the relevant milestones

Schedule 2 to Services Order 80454/2 - Payment

All amounts within are expressed in Australian Dollars (AUD). Unless expressly specified as being inclusive of GST, all prices and consideration for supplies of Services and materials are exclusive of GST.

1. MAXIMUM AMOUNT PAYABLE

1.1 The maximum amount payable by DFAT to the Contractor for the provision of the Goods and/or Services will not exceed s 47G(1)(a) plus GST if applicable. DFAT will not be liable for any Costs or expenditure incurred by the Contractor in excess of this amount.

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

s 47G(1)(a)

1.3 The Contractor may reallocate funds between the cost categories set out in Table 1 (Maximum Amount Payable) of this Schedule 2 with DFAT approval, except for Management Fees which are subject to both prior written approval from DFAT and an amendment. Table 2 of Annex 1 provides an indicative year-by-year breakdown of these cost categories.

2 MANAGEMENT FEES

s 47G(1)(a)

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.
- c) costs of Contractor administrative and head office staff if any.

s 47G(1)(b)

s 47G(1)(b)

- g) costs of complying with the Contractor's reporting and liaison obligations under this Contract.
- h) costs associated with all personnel briefings in Australia or in-country.

s 47G(1)(b)

- j) costs associated with the Contractor's consortium for this Contract.
 - k) costs, including domestic and international travel, accommodation, per diems and local transport costs where required for Contractor Head Office personnel.
 - l) any other overheads required to perform the Services in accordance with this Contract.
 - m) all escalators for the management fees for the term of this Contract.
 - n) any allowance for risks and contingencies.
- 2.3 DFAT will pay the Management Fees on receipt of a correctly rendered invoice in line with (and subject to any relevant terms and conditions of) Schedule 2 of the Deed (including clauses 3 to 6 of that Schedule) and Table 1 of Annex 1 of this Schedule 2.
- 3 PERSONNEL COSTS**
- 3.1 DFAT will pay the Contractor for Personnel Costs at the end of each thirty (30) day period on a reimbursable basis in arrears subject to receipt of a correctly rendered invoice.
- 3.2 Personnel Costs includes fees for Short-term and Long-term personnel categorised as Contractor Costs in Clause 1.2 – Table 2 of this Schedule.
- 3.3 For Short Term Personnel, DFAT will pay the Contractor the person's daily remuneration rate, which may include but is not limited to:
- a) base salary, plus any other entitlements in line with local labour laws (if applicable).
 - b) Superannuation Guarantee Contribution, if any.
- 3.4 For Long Term Personnel, DFAT will pay the Contractor the person's monthly remuneration rate, which may include but is not limited to:
- a) base salary and agreed allowances.
 - b) superannuation Guarantee Contribution, if any.

- c) agreed annual and personal leave.
- d) agreed public holidays.
- e) private transport costs.
- f) all escalators for the term of this Contract.

4 LONG TERM PERSONNEL SUPPORT COSTS

- 4.1 DFAT will pay the Contractor for Long Term Personnel Support Costs at the end of each thirty (30) day period on a reimbursable basis in arrears subject to receipt of a correctly rendered invoice.
- 4.2 Long Term Personnel Support Costs may include, but are not limited to the following:
- a) economy class travel costs (return airfare, visa, travel to and from airport, transit costs, per diem, accommodation), including for any dependents.
 - b) housing costs, including:
 - i. expenses associated with accommodation for non- local Personnel. Personnel with partners who are already in receipt of an expatriate accommodation allowance will not be eligible for reimbursement of Housing Costs.
 - ii. dependents: expenses associated with the costs of education for dependent children, if applicable.
 - c) medical insurance and medical clearance.
 - d) quarantine costs, if applicable.
 - e) mobilisation and demobilisation costs - may include all reasonable one-off costs associated with mobilisation and demobilisation, such as any necessary medical clearances and inoculations; uplift of effects; storage; and the cost of one return international flight from home location for the Long Term Adviser/Personnel and dependents.
 - f) communication costs;
 - g) any expenses associated with any adaption adjustments for Personnel or dependents with a disability as agreed with DFAT and
 - h) reasonable security costs, if any.

5 OPERATIONAL COSTS

- 5.1 DFAT will pay the Contractor for Operational Costs at the end of each thirty (30) day period on a reimbursable basis in arrears subject to receipt of a correctly rendered invoice.
- 5.2 The Contractor must retain all receipts for all expenditure items claimed for reimbursement for audit purposes.
- 5.3 The Operational Costs include, but are not limited to:
- a) office furniture.

- b) office fit-out costs / running costs / rent / utilities.
- c) IT equipment and running costs / communications.
- d) office consumables.
- e) recruitment costs (those directly attributable to the Project).
- f) staff meeting costs.
- g) staff career development costs (those directly attributable to the Project and agreed with DFAT in writing prior to costs being incurred);
- h) vehicle and running costs for Services-related purposes (including program vehicle insurance as specified in clause 2.2d) of this Schedule 2).
- i) medical clearances for locally engaged staff, if required

s 47G(1)(b)

- l) transportation and travel costs
- m) website and maintenance costs and Management Information System (**MIS**) establishment and
- n) any other costs as agreed in writing with DFAT where not already covered by the other cost categories specified in this clause 5.3.

6 PROGRAM ACTIVITY COSTS

- 6.1 DFAT will pay the Contractor for Program Activity Costs at the end of each thirty (30) day period on a reimbursable basis in arrears subject to receipt of a correctly rendered invoice.
- 6.2 The Program Activities, MEL and GEDSI Costs to be funded from this line-item will be determined in the Inception Plan and/or Annual Plan (as approved by DFAT pursuant to Schedule 1 of this Services Order) or as otherwise agreed in writing by DFAT including costings. Such costs may include:
 - a) delivering demand-driven skills training for national and regional economic priorities (including Australian qualifications, accredited courses, non-accredited courses, and micro credentials).
 - b) working with national training providers to improve the quality and relevance of local skills and training.

- c) supporting national training providers to address workforce needs (including for trainers).
- d) facilitating appropriately targeted and supported institutional engagement, such as twinning arrangements, between Australian and Pacific and Timor-Leste skills and training agencies and providers.

6.3 Amendments to the Annual Plan including costings will be agreed by both parties in writing.

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 Goods and/or Services and in accordance with this Services Order and Deed.

7.2 All claims for payment must be addressed to:

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

7.3 Tax invoices will be sent to accounts.payable@dfat.gov.au with a copy to the DFAT Activity Manager. Invalid invoices will be returned to the Contractor. Information on what constitutes a valid tax invoice can be found at <https://www.ato.gov.au/businesses-and-organisations/gst-excise-and-indirect-taxes/gst/tax-invoices>



Australian Government
Department of Foreign Affairs and Trade

DEED OF STANDING OFFER
FOR THE PROVISION OF SERVICES RELATED TO THE
PARTNERSHIPS FOR INFRASTRUCTURE PROGRAM PHASE 2

BETWEEN

COMMONWEALTH OF AUSTRALIA
represented by the DEPARTMENT OF FOREIGN AFFAIRS AND TRADE
(ABN 47 065 634 525) ('**DFAT**')

AND

DT GLOBAL ASIA PACIFIC PTY LTD
(ABN 23 006 170 869) ('**Contractor**')



Australian Government
Department of Foreign Affairs and Trade

DFAT AGREEMENT NUMBER: 81997

DETAILS SCHEDULE

PARTIES

COMMONWEALTH OF AUSTRALIA represented by the Department of Foreign Affairs and Trade ABN 47 065 634 525 (DFAT)		
DFAT Representative:	s 22(1)(a)(ii) , Director, Southeast Asia Infrastructure, Energy and Climate Change Section	
Notice details:	Address:	Department of Foreign Affairs and Trade R.G. Casey Building John McEwen Crescent Barton ACT 0221 Australia
	Email:	s 22(1)(a)(ii) @dfat.gov.au
DFAT Escalation Representative:	Bill Costello, Assistant Secretary, Southeast Asia Development Policy and Programs Branch	
Notice details:	Address:	Department of Foreign Affairs and Trade R.G. Casey Building John McEwen Crescent Barton ACT 0221 Australia
	Email:	bill.costello@dfat.gov.au
DT GLOBAL ASIA PACIFIC PTY LTD ABN 23 006 170 869 (Contractor)		
Contractor Representative:	s 47F(1)	
Notice details:	Address:	Level 14, Tenancy 2, 501 Swanston Street, Melbourne VIC 3000
	Email:	s 47F(1) @dt-global.com
Contractor Escalation Representative:	s 47F(1)	
Notice details:	Address:	Level 14, Tenancy 2, 501 Swanston Street, Melbourne VIC 3000
	Email:	s 47F(1) @dt-global.com

INITIAL TERM

Initial Term: Five (5) years commencing on the Commencement Date

OPTION TERM

Option Period/s: Up to a further five 5 years from the end of the Initial Term.

RECITALS:

- A. From time to time, DFAT may require provision of the Services under this Deed of Standing Offer.
- B. The Contractor has expertise in the provision of the Services and has agreed that, when a Services Order is signed by both Parties, the Contractor will provide the Services to DFAT on the terms and conditions contained in this Deed.

EXECUTED AS A DEED**SIGNED, SEALED AND DELIVERED BY**

THE COMMONWEALTH OF AUSTRALIA
represented by the DEPARTMENT OF
FOREIGN AFFAIRS AND TRADE by its
authorised delegate:

s 22(1)(a)(ii)

in the presence of:
s 22(1)(a)(ii)

Signature of PGPA Delegate

Michelle Chan

Name of Delegate

8/5/26

Date

Signature of Witness

s 22(1)(a)(ii)

Name of Witness8/5/26

Date

SIGNED, SEALED AND DELIVERED BY

DT GLOBAL ASIA PACIFIC PTY LTD in accordance
with s. 127 of the *Corporations*
Act 2001 (Cth) by:

s 47F(1)

Signature of Director

s 47F(1)

Signature of Director

s 47F(1)

11 May 2026 | 12:45 PM AEST

Date

s 47F(1)

11 May 2026 | 1:10 PM AEST

Date

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AGREED TERMS**1. DEFINITIONS AND INTERPRETATION****1.1 Definitions**

In this Deed, unless the context otherwise requires:

Agency means any Commonwealth department or agency, which may require the provision of Services under this Deed.

Agreed Terms means **clauses 1 to 21** of this Deed, which set out the terms and conditions agreed by the Parties.

AI System means the machine-based system that, for explicit or implicit objectives, infers, from the input it receives, how to generate outputs such as predictions, content, recommendations, or decisions that can influence physical or virtual environments. Different AI Systems vary in their levels of autonomy and adaptiveness after deployment.

Attachment means an attachment to a Services Order.

Australian Privacy Principle(s) has the same meaning as it has in the Privacy Act.

Background IP means Material (whether owned by the Contractor or a third party) that is in existence at the Commencement Date or is subsequently brought into existence other than as a result of the performance of this Deed, and is embodied in, or attaches to, Deed Material or the Services or is otherwise necessarily related to the performance, functioning or operation of the Services.

Banned AI System has the meaning given in **clause 14A.4.1** of this Deed.

Business Day means a day (not being a Saturday, Sunday or public holiday in the Australian Capital Territory) on which banks are open for general banking business in the Australian Capital Territory.

Change in Control means, in relation to a body corporate, where the power (whether formal or informal, whether or not having legal or equitable force, whether or not based on legal or equitable rights and whether direct or indirect, including through one or more entities):

- (a) to control more than half of the voting power of the body;
- (b) to control the composition of the board of directors of the body; or
- (c) to control more than half of the issued share capital of the body, excluding any part of it which carries no right to participate beyond a specified amount in the distribution of either profit or capital,

resides with persons other than those holding that power on the Commencement Date.

Commencement Date means the date the Deed is executed by the Parties, or if executed on separate days, the date of last execution.

Confidential Information means:

- (a) any information that is identified in **Schedule 9** (Confidential Information);
- (b) any information that is 'Confidential Information' within the meaning of the Standard Contract Conditions under any given Contract; and
- (c) any other information that:
 - (i) is by its nature confidential; or
 - (ii) is designated by a Party as confidential; or
 - (ii) a Party knows or ought to know is confidential,

but does not include information that:

- (d) is or becomes public knowledge other than by breach of this Deed; or
- (e) is in the possession of a Party without restriction in relation to disclosure before the date of receipt; or
- (f) has been independently developed or acquired by the receiving Party.

Contract means a contract formed under **clause 5.4**.

Contract Period means the Contract Period of each Contract as defined in clause 1.1 of the Standard Contract Conditions.

Contractor Personnel means an employee, officer or agent of the Contractor, and for avoidance of doubt, includes, where the context requires, Subcontractors and Subcontractor Personnel.

Contractor Escalation Representative means the person identified in the Details Schedule, or as may be notified in writing to DFAT from time to time.

Contractor Representative means the person identified in the Details Schedule, or as may be notified in writing to DFAT from time to time.

Corporations Act means the *Corporations Act 2001* (Cth).

Criminal Code Act List means the lists of organisations that are specified as a 'terrorist organisation' or 'state sponsor of terrorism' through regulations made under the *Criminal Code Act 1995* as published on the Australian National Security website from time to time: <https://www.nationalsecurity.gov.au/what-australia-is-doing/terrorist-organisations/listed-terrorist-organisations> and <https://www.nationalsecurity.gov.au/what-australia-is-doing/state-sponsors-of-terrorism/listed-state-sponsors-of-terrorism>.

Deed of Standing Offer or **Deed** means this Deed of Standing Offer, between DFAT and the Contractor, as varied from time to time in accordance with **clause 20.1**, and includes the Deed Details, the Schedules, the attachments and any other document expressly incorporated as part of the Deed.

Deed Material means any Material created by the Contractor or any Contractor Personnel on or following the Commencement Date, for the purposes of or as a result of performing the Contractor's obligations under this Deed.

Deed Period means the Initial Term, plus any extension agreed in accordance with **clause 3**.

Deliverable means any item or element of a Service to be provided by the Contractor under a Contract.

DFAT Consolidated List means the list of all persons and entities subject to targeted financial sanctions or travel bans under Australian sanctions laws available on DFAT's website: <https://dfat.gov.au/international-relations/security/sanctions/Pages/consolidated-list.aspx>.

DFAT Data means any data and information relating to or concerning DFAT, and its operations, facilities, customers, DFAT Personnel, assets and programs (including Personal Information) in whatever form that information may exist and whether entered into, stored in, generated by or processed through software or equipment by or on behalf of DFAT.

DFAT Escalation Representative means the person identified in the Details Schedule, or as may be notified in writing to the Contractor from time to time.

DFAT Material means any Material provided by DFAT to the Contractor for the purposes of this Deed, or which is copied or derived from Material so provided.

DFAT Personnel means DFAT's officers, employees and agents.

DFAT Representative means the person identified in the Details Schedule, or as may be notified in writing to the Contractor from time to time.

Document includes:

- (a) any paper or other material on which there is writing, marks, figures, symbols or perforations having meaning for persons qualified to interpret them; and
- (b) any article or material from which sound, images, or writing is capable of being reproduced with or without the aid of any other article or device.

Eligible Data Breach has the same meaning it has under the Privacy Act.

Fees means the amount payable for the Services set out in the relevant Contract and calculated and determined by reference to **Schedule 2** (Pricing Schedule).

Foreign Country means a Partner Country other than Australia.

Foreign VAT means any goods and services tax or value added tax imposed under the laws of a Foreign Country, but does not include any related fines, interest or penalties.

Goods means the goods described in **Schedule 1** (Statement of Requirements).

Initial Term means the period for which this Deed is intended to continue, as specified in the **Details Schedule**.

Intellectual Property or **IP** means all present and future rights conferred by law in or in relation to any copyright (other than Moral Rights), trademarks, designs, patents, circuit layouts, plant varieties, business and domain names, inventions and Confidential Information, and other results of intellectual activity in the industrial, commercial, scientific, literary or artistic fields, whether or not registrable, registered or patentable.

These rights include:

- (a) all rights in all applications to register these rights;
- (b) all renewals and extensions of these rights; and
- (c) all rights in the nature of these rights, excluding Moral Rights

Law means (as the context requires):

- (a) any applicable statute, regulation, by-law, ordinance or subordinate legislation in force from time to time in Australia (whether made by a State, Territory, the Commonwealth, or a local government, and includes the common law and rules of equity as applicable from time to time); and
- (b) the applicable laws of any jurisdiction in which any part of the Services are performed.

Material includes documents, equipment, property, information, software, goods, data stored by any means, and the subject matter of any category of Intellectual Property.

Moral Rights means rights of integrity of authorship, rights of attribution of authorship, rights not to have authorship falsely attributed, and rights of a similar nature conferred by statute in any jurisdiction in the world that may now exist or that may come to exist in relation to the work

Notice means a notice, demand, consent, approval or communication issued under this Deed.

Option Term means the period of any extension to the Initial Term of this Deed under **clause 3.2**, as specified in the **Details Schedule**.

Partner Country has the same meaning as in clause 1.1 of the Standard Contract Conditions.

Partner Government has the same meaning as in clause 1.1 of the Standard Contract Conditions.

Party means DFAT or the Contractor.

Performance Assessment means the review to be conducted under **clause 6.2**.

Personal Information has the same meaning it has under the Privacy Act.

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

Professional Adviser means:

- (a) the financial or legal advisers of a Party; and
- (b) the respective officers and employees of those financial or legal advisers.

Project means an activity to be undertaken by the Contractor pursuant to a Contract.

Quotation means a response from the Contractor to a Request for Quotation.

Relevant List means any similar list to the World Bank List maintained by any other similar multilateral institution.

Request for Quotation means a request issued by DFAT to the Contractor:

- (a) substantially in the form of **Schedule 3A** or such other form as DFAT may approve in writing from time to time; and
- (b) in accordance with **clause 5** (Standing Offer).

Schedule means a schedule to this Deed.

Services means the services described in **Schedule 1** (Statement of Requirements) and which are to be provided under a Services Order and includes the Deliverables and any Goods.

Services Order means any order for Services substantially in the form of **Schedule 3B** (Services Order Template) and executed by the Parties in accordance with **clause 5** (Standing Offer).

Standard Contract Conditions means the contract conditions set out in **Schedule 10** (Standard Contract Conditions) of this Deed that will be incorporated into any Contract.

Subcontractor means any person, other than the Commonwealth, that for the purposes of a Contract, furnishes goods or services to the Contractor or indirectly to the Contractor through another person; and "Subcontract" has a corresponding meaning.

Subcontractor Personnel means any officers, employees or agents of a Subcontractor.

Superannuation Guarantee Contribution means the minimum superannuation contributions required to be made by employers under the Superannuation Guarantee legislation, comprising *the Superannuation Guarantee (Administration) Act 1992* (Cth) and the *Superannuation Guarantee Charge Act 1992* (Cth).

Warranted Materials has the meaning given in **clause 8.3**.

World Bank List means the list of organisations maintained by the World Bank in its "Listing of Ineligible Firms and Individuals" of firms and individuals who are ineligible to be awarded a World Bank-financed contract because they have been sanctioned under the Bank's fraud and corruption policy (this list is currently available at <https://www.worldbank.org/en/projects-operations/procurement/debarred-firms>).

1.2 Interpretation

In this Deed, except where the contrary intention is expressed:

- (a) headings are for the purpose of convenient reference only and do not form part of this Deed;
- (b) a word denoting the singular number includes the plural number and vice versa;
- (c) a word denoting an individual or person includes a corporation, firm, authority, body politic, government or governmental authority and vice versa;
- (d) a word denoting a gender includes all genders;
- (e) a reference to a recital, clause, Schedule or annexure is to a recital, clause, Schedule or annexure of or to this Deed.
- (f) where the last day of any period prescribed for the doing of an action falls on a day which is not a Business Day the action will be done no later than the first Business Day following that day;
- (g) a reference to an Act is a reference to an Act of the Commonwealth or a State or Territory of Australia as amended from time to time, and includes a reference to any subordinate legislation made under the Act;
- (h) a reference to a clause includes a reference to a sub-clause of that clause;
- (i) a reference to a "dollar" or "\$" means the Australian dollar unless otherwise stated;
- (j) a reference to a specification, publication, Commonwealth or DFAT policy or other document in relation to standards of work to be achieved during the performance of this Deed or a Contract will be construed as a reference to that specification, publication, Commonwealth or DFAT policy or document, as the case requires, in effect on the Commencement Date, or alternatively, a reference to another version of the document if agreed in writing between the Parties;
- (k) the word "includes" in any form is not a form of limitation;
- (l) a reference to a Party includes that Party's administrators, successors, and permitted assigns, including any person to whom that Party novates any part of this Deed; and
- (m) a rule of construction does not apply to the disadvantage of a Party because the Party was responsible for the preparation of this Deed or any part of it.

2. PRIORITY OF DEED DOCUMENTS

2.1 If there is inconsistency between any of the documents forming part of this Deed, those documents will be interpreted in the following order of priority to the extent of any inconsistency:

- (a) Agreed Terms;
- (b) Schedules;
- (c) any attachments to the Schedules; and

(d) documents incorporated by reference in this Deed.

3. TERM

3.1 This Deed commences on the Commencement Date and continues for the Initial Term, unless terminated earlier in accordance with clause 18.

3.2 DFAT may, in its absolute discretion, extend the Initial Term for the Option Terms by notifying the Contractor at least sixty (60) days before the end of the current Deed Period.

4. GENERAL OBLIGATIONS OF CONTRACTOR

4.1 The Contractor will, at all times:

- (a) act reasonably in performing its obligations and exercising its rights under this Deed; and
- (b) diligently perform its obligations under this Deed.

5. STANDING OFFER

5.1 Standing Offer

By this Deed, the Contractor makes an irrevocable standing offer to supply the Services as detailed in **Schedule 1** (Statement of Requirements) to DFAT on the terms and conditions set out in this Deed.

5.2 Issue of a Request for Quotation

- (a) DFAT may, during the Deed Period, require the Contractor to provide a Quotation prior to issuing an order for Services by issuing a Request for Quotation.
- (b) If DFAT issues the Contractor a Request for Quotation (RFQ) under **clause 5.2(a)**, the Contractor must, within the timeframe specified in the RFQ, provide a Quotation, or provide DFAT with a notice declining the invitation.
- (c) If the Contractor responds to the RFQ, it must base its quoted Contract price on the agreed Fees specified in **Schedule 2** (Pricing Schedule).
- (d) DFAT may, in its absolute discretion, withdraw a Request for Quotation at any time prior to signing a Services Order.

5.3 Issue of a Services Order

- (a) DFAT may complete and send to the Contractor a Services Order without issuing an RFQ under **clause 5.2**.
- (b) If DFAT accepts a Quotation submitted by the Contractor under **clause 5.2**, DFAT will complete and send to the Contractor a Services Order.
- (c) Upon receipt of a Services Order, the Contractor must execute the Services Order and return it to DFAT within five (5) Business Days for countersigning. The Contractor is not obligated to execute any Services Order if the scope of the Service Order conflicts with the Deed's Statement of Requirements.
- (d) A Contract is formed when DFAT and the Contractor have signed the Services Order.
- (d) The Contractor must fulfil all Contracts entered into during the Deed Period on the conditions current at the time the Contract is made notwithstanding that completion of the Contract may occur after the date on which this Deed expires or is terminated.

5.4 Terms and Conditions

The terms and conditions of a Contract are:

- (a) the terms and conditions specified in the Services Order; and
- (b) the Standard Contract Conditions (**Schedule 10**).

5.5 **Priority of Contract documents**

To the extent of any inconsistency between two or more documents which form part of a Contract, those documents will be interpreted in the following (descending) order of priority:

- (a) the Agreed Terms of this Deed (to the extent incorporated by reference into the Contract);
- (b) **Schedule 10** – Standard Contract Conditions;
- (c) the Services Order (excluding **Schedule 1** and **Schedule 2** of the Services Order);
- (d) **Schedule 1** and **Schedule 2** of the Services Order;
- (e) any other Schedule or attachment to:
 - (i) this Deed of Standing Offer (to the extent incorporated by reference into the Contract); or
 - (ii) the Contract; and
- (f) any other document incorporated by express reference as part of the Contract.

5.6 **Completion of Services Order**

To the extent that the Parties have not completed items in a Services Order, unless otherwise stated in the Services Order, those items will be taken to be 'not applicable' for the purpose of this Deed and the relevant Contract.

5.7 **Non-exclusivity and cooperation**

- (a) The Contractor acknowledges and agrees that nothing in this Deed will operate to constitute the Contractor as the exclusive provider of the Services to DFAT, and DFAT may at its absolute discretion obtain the Services from any source it chooses.
- (b) Notwithstanding any other provision of this Deed, DFAT does not guarantee or make any assurance that any Services or any particular volume of Services or other business will be ordered from the Contractor under this Deed.
- (c) The Contractor must, within the Fees, cooperate with any other service provider or contractor appointed by DFAT to ensure the integrated and efficient provision of all Services and must provide reasonable assistance to other service providers / contractors as DFAT may request.

6. **MONITORING PERFORMANCE**

6.1 **Performance meetings**

The Parties will meet at the times and manner set out in **Schedule 1** (or otherwise as agreed in writing between the Parties) to discuss any issues in relation to this Deed or the provision of the Services. The Contractor must ensure that the Contractor Representative, and DFAT must ensure the DFAT Representative, is reasonably available to attend such meetings and answer any queries relating to the provision of the Services raised by either Party.

6.2 **Performance Assessment**

- (a) DFAT may, once per year per Service Order during the term of the relevant Service Order, conduct a partner performance assessment of the Contractor, or adviser performance assessment of an individual Contractor Personnel (collectively, 'performance assessments'). Performance assessments will be substantially in accordance with the assessment sheet in **Schedule 6** (Partner Performance Assessment) or **Schedule 7** (Adviser Performance Assessment).
- (b) DFAT may instigate a performance assessment by giving the Contractor fifteen (15) Business Days written notice. Within fifteen (15) Business Days of receiving a performance assessment from DFAT, the Contractor must:
 - (i) sign and return to DFAT the relevant performance assessment together with any response; and
 - (ii) ensure that all other performance assessments the Contractor wishes to include are signed and returned to DFAT.

7. Not used**8. INTELLECTUAL PROPERTY RIGHTS****8.1 Background IP**

- (a) This **clause 8** does not affect the ownership of the Intellectual Property in any Background IP or any DFAT Material.
- (b) The Contractor must obtain all necessary copyright and other Intellectual Property permissions before making any Background IP available under this Deed.
- (c) The Contractor irrevocably grants to (or must procure for) DFAT an irrevocable perpetual, world-wide, royalty free, non-exclusive licence (including the right to sublicense) to use, reproduce, adapt, modify and communicate the Background IP for any purpose.

8.2 DFAT ownership of Intellectual Property in Deed Material and use of DFAT Material

- (a) Except where otherwise agreed in writing with DFAT, all Intellectual Property in the Deed Material vest in DFAT on creation.
- (b) To the extent that the Contractor needs to use any of the DFAT Material or Deed Material for the purpose of performing its obligations under this Deed, DFAT grants to the Contractor for the Deed Period, subject to any conditions or restrictions specified in **Schedule 1** or otherwise specified by DFAT in writing, a world-wide, royalty free, non-exclusive, non-transferable licence (including the right to sublicense) to use, reproduce, adapt, modify and communicate such Material solely for that purpose.

8.3 Warranty

The Contractor warrants that:

- (a) the Background IP and the Deed Material (**Warranted Materials**) and DFAT's use of the Warranted Materials will not infringe the Intellectual Property or Moral Rights of any person; and
- (b) it has the necessary rights to vest the Intellectual Property and grant the licences as provided for in this **clause 8**.

9. MORAL RIGHTS**9.1 Obtaining consents**

- (a) To the extent permitted by applicable Laws and for the benefit of DFAT, the Contractor must:
 - (i) give, where the Contractor is an individual, in a form acceptable to DFAT; and
 - (ii) ensure that each author of the Deed Material gives, in a form acceptable to DFAT, genuine consent in writing to the use of the Deed Material for the Specified Acts (whether those Specified Acts occur before or after the consent is given), even if such use would otherwise be an infringement of its or their Moral Rights.
- (b) The Contractor must promptly provide DFAT with an original of any consent referred to in **clause 9.1(a)** if requested by DFAT.

9.2 Specified Acts

- (a) In this **clause 9**, Specified Acts means:
 - (i) falsely attributing the authorship of any Deed Material, or any content in the Deed Material (including without limitation literary, dramatic, artistic works and cinematograph films within the meaning of the *Copyright Act 1968* (Cth);
 - (ii) materially altering the style, format, colours, content or layout of the Deed Material and dealing in any way with the altered Deed Material;
 - (iii) reproducing, communicating, adapting, publishing or exhibiting any Deed Material; and
 - (iv) adding any additional content or information to the Deed Material.

- (b) For the purposes of this **clause 9**, Deed Material includes any Background IP to the extent that it is included in, forms part of or is attached to the Deed Material.

10. INDEMNITY

10.1 Indemnity by the Contractor

- (a) The Contractor is liable for and indemnifies DFAT and DFAT Personnel against any liability, damage, loss, claim or expense (including the cost of any settlement and legal costs and expenses on a solicitor / own client basis) reasonably sustained or incurred by DFAT as a result of a claim made or threatened by a third party arising out of or in connection with:
- (i) any negligent, unlawful or wilfully wrong act or omission of the Contractor or its Subcontractors or Personnel; or
 - (ii) any allegation that any Deed Material or Background IP provided to DFAT, or created or used for the purposes of this Deed, infringes the Intellectual Property or Moral Rights of any person. For the purposes of this **clause 10.1(a)(ii)**, an infringement of Intellectual Property includes unauthorised acts which would, but for the operation of section 163 of the *Patents Act 1990* (Cth), section 96 of the *Designs Act 2003* (Cth), section 183 of the *Copyright Act 1968* (Cth) and section 25 of the *Circuit Layouts Act 1989* (Cth), constitute an infringement.
- (b) The Contractor's liability to indemnify DFAT and DFAT Personnel will be reduced proportionally to the extent that any act or omission on the part of DFAT or any person through whom DFAT is acting (but not including the Contractor or Contractor Personnel) contributed to the liability, loss, damage, costs or expenses.

10.2 Survival of Indemnities

Each indemnity in this Deed is a continuing obligation, separate and independent from the other obligations of the indemnifying Party and survives expiration or termination of this Deed.

10.3 Enforcement of Indemnities

It is not necessary for a Party to incur expense or make payment before enforcing a right of indemnity conferred by this Deed.

11. INSURANCE

11.1 Obligation to maintain insurance

The Contractor must affect and maintain:

- (a) for the Deed Period, valid and enforceable insurance policies and levels:
- (i) Public liability: \$20 million per event, unlimited in aggregate;
 - (ii) Property damage: \$10 million per event, \$10 million in aggregate;
- s 47G(1)(b)
- (iv) Workers' compensation: as required by Law; and,
- (b) for seven years after the expiration or termination of the Deed, valid and enforceable professional indemnity insurance.

11.2 Required insurance

In addition to the insurances specified in **clause 11.1**, the Contractor must take out and maintain throughout the term of the Deed (or such other period as required by DFAT) any other insurance required by Law.

11.3 Evidence of insurance

The Contractor must provide promptly upon the request of DFAT current relevant confirmation of insurance documentation from its insurers or insurance brokers certifying that it has insurance as required by **clause 11.1** and **clause 11.2**.

11.4 Avoid insurance voiding events

The Contractor must use all reasonable endeavours to prevent any insurance policy referred to in this **clause 11** from becoming void, invalid, vitiated or ineffective.

11.5 Termination on loss of insurance

If any insurance policy referred to in this **clause 11** becomes void, invalid, vitiated or otherwise ineffective, DFAT may terminate the Deed immediately by notice to the Contractor.

12. CONFIDENTIALITY

- 12.1 Neither Party nor their personnel (including any Contractor 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 this Deed or a Contract. If the Confidential Information is required to be disclosed under this **clause 12**, a Party must use all reasonable endeavours to ensure that persons receiving the Confidential Information do not further disclose the information.
- 12.2 DFAT Data (including DFAT Confidential Information) must not be removed from Australia or the relevant Partner Country.
- 12.3 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.
- 12.4 If requested by DFAT in writing, the Contractor must obtain from any Contractor Personnel who will have access to DFAT Confidential Information, a written undertaking in a form reasonably required by DFAT relating to non-disclosure of that information. Without limiting the foregoing, the Parties agree that it is reasonable for DFAT to require a written undertaking under this **clause 12.4** in a form similar to **Schedule 8** (Deed of Confidentiality).
- 12.5 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.
- 12.6 The Contractor acknowledges and agrees to allow DFAT to periodically publish detailed information about work under this Deed and any Contracts 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).
- 12.7 The identity of the Contractor Personnel is not Confidential Information, nor is this Deed or any Contract with the exception of those items specified in **Schedule 9** (Confidential Information).
- 12.8 The Contractor must ensure that it obtains any necessary consent from Contractor Personnel in relation to the requirements of this **clause 12**.
- 12.9 Upon expiry or earlier termination of this Deed, the Contractor must (as directed in writing by DFAT) either destroy or deliver to DFAT all DFAT Confidential Information. Notwithstanding this obligation, the Contractor may retain a copy of DFAT Confidential Information to the extent required by law, regulation, or for legitimate tax or audit purposes, subject to any retained copies continuing to be kept confidential, only being used for compliance purposes and the retention of such copies shall be no longer than necessary for the permitted purposes. This subclause 12.9 survives expiry or termination of the Contract.
- 12.10 The obligations on the Parties under this **clause 12** will not be taken to have been breached to the extent that Confidential Information is:
- (a) disclosed by a Party to its advisers, employees or other personnel solely in order to comply with obligations, or to exercise rights, under this Deed or a Contract;
 - (b) disclosed to a Party's internal management personnel, solely to enable effective management or auditing of Deed or Contract-related activities;
 - (c) disclosed by any Agency within the Commonwealth, for the purpose of administering this Deed or a Contract;
 - (d) disclosed by any Agency to the responsible Minister;
 - (e) disclosed by any Agency in response to a request by a House or a Committee of the Parliament of the Commonwealth;
 - (f) shared by DFAT within the Australian Government, where this serves the Commonwealth's legitimate interests;

- (g) authorised or required by Law, including under this Deed or a Contract, under a licence or otherwise, to be disclosed; or
- (h) in the public domain otherwise than due to a breach of this **clause 12**.

13. PRIVACY AND NOTIFIABLE DATA BREACHES

13.1 Compliance with Privacy Laws and policies

The Contractor must ensure that:

- (a) in providing the Services, the Contractor and all Contractor Personnel comply with the *Privacy Act 1988* (Cth) and the Australian Privacy Principles as if they were DFAT;
- (b) all its dealings with Personal Information in connection with this Deed meet its privacy-related obligations and the requirements of DFAT's latest published DFAT privacy policy (<https://www.dfat.gov.au/about-us/corporate/privacy>);
- (c) neither the Contractor nor any Contractor Personnel do an act, or engage in a practice, that would breach an Australian Privacy Principle if done or engaged in by DFAT; and
- (d) the Contractor Personnel dealing with Personal Information in connection with this Deed are aware of, are subject to, and comply with the Contractor's privacy-related obligations.

13.2 DFAT access and requests

The Contractor must:

- (a) give DFAT access, on request, to any Personal Information acquired from DFAT or collected or generated in connection with this Deed; and
- (b) comply with DFAT's reasonable requests to ensure that the Contractor and DFAT comply with:
 - (i) **clause 13.1**; or
 - (ii) any applicable guideline, recommendation, direction or determination issued by the Office of the Australian Information Commissioner (or such other privacy authority with jurisdiction over either Party).

13.3 General Obligations of the Contractor

The Contractor must:

- (a) ensure that its Contractor Personnel who deal with Personal Information in connection with this Deed are aware of and comply with the Contractor's obligations under this Deed in relation to such activities or practices; and
- (b) immediately notify DFAT if the Contractor becomes aware of a breach or possible breach of its obligations in relation to Personal Information under this Deed.

13.4 Notifiable Data Breaches

Context	How to react
a. If the Contractor SUSPECTS an Eligible Data Breach	The Contractor must: - immediately notify DFAT; - give DFAT a written report within three (3) Business Days; and - carry out an assessment in line with the Privacy Act 1988 (Cth).
b. If the Contractor CONFIRMS the existence of, or DFAT notifies the Contractor that there has been, an Eligible Data Breach	The Contractor must take: - all reasonable action to minimise the risk of the Eligible Data Breach causing serious harm to any individual to whom the Personal Information relates; - all necessary actions to comply with the Privacy Act 1988 (Cth); and - any other action DFAT reasonably requires.

13.5 Indemnity

Without limiting any other rights or obligations of the Parties, the Contractor agrees to indemnify DFAT in respect of any loss, liability or expense suffered or incurred by DFAT which arises directly or indirectly from a

breach by the Contractor or any Subcontractor or other Contractor Personnel of any obligations referred to in this **clause 13**.

14. DFAT DATA

14.1 DFAT Data is and will remain the property of DFAT. The Contractor must not, and must use its best endeavours to ensure that Contractor Personnel, a Subcontractor or Subcontractor Personnel, do not:

- (a) use DFAT Data for any purpose other than directly in relation to the provision of the Services;
- (b) purport to sell, let for hire, assign rights in or otherwise dispose of any DFAT Data;
- (c) make any DFAT Data available to any third party other than an approved Subcontractor and then only to the extent necessary to enable the approved Subcontractor to provide its part of the Services;
- (d) remove any DFAT Data from DFAT's premises without the express written permission of the DFAT Representative; or
- (e) commercially exploit DFAT Data and ensure that neither approved Subcontractors nor any Contractor Personnel or Subcontractor Personnel commercially exploit any DFAT Data.

14A. USE OF ARTIFICIAL INTELLIGENCE (AI)

14A.1 Use of AI must be approved by DFAT

- (a) Where the Contractor (or any Subcontractor) intends to use an AI System for the provision of the Services, it must:
 - (i) notify DFAT beforehand with details of the proposed AI System technology and functionality relevant to the provision of the Services; and

s 47G(1)(b)

- (c) The Contractor must only use an AI System in accordance with:
 - (i) DFAT's approval and any conditions to the approval, if given;
 - (ii) the terms of this Deed, including those in relation to Intellectual Property, confidentiality, Official Information (as defined in **clause 15.4(c)** of this Deed), security, privacy and data usage; and
 - (iii) any relevant requirements specified in the latest version of the Program Manual that has been approved by DFAT under the first Services Order entered into under the Deed.
- (d) The Contractor is fully responsible for the performance of its obligations under this Deed regardless of any use of an AI System in the supply chain used to deliver the Services (including any use by Contractor Personnel). This includes where the use is approved by the DFAT.

s 47G(1)(b)

s 47G(1)(b)

- (ii) is not used to produce or contribute to any:
 - (A) Deliverable; or
 - (B) Material to be provided by the Contractor under this Deed; and
 - (iii) is not a Banned AI System.
- (f) Any approval of the use of an AI System granted by DFAT under this **clause 14A** and any associated conditions apply for the purposes of **clause 26C** of the Standard Contract Conditions in each Contract, unless DFAT specifies otherwise in writing at the time of granting the approval or within 10 Business Days of entering into the relevant Contract.

14A.2 Contractor to confirm accuracy of AI

Where the Contractor (or any Subcontractor) uses an AI System for the provision of the Services, it must conduct quality assurance checks on the AI System outputs to ensure they are accurate and reliable.

14A.3 Record keeping requirements for AI use

- (a) Where DFAT approves the use of an AI System, the Contractor must ensure that it retains detailed records of:
 - (i) the AI System used;
 - (ii) the scope of the AI System's use in providing the Services;
 - (iii) any data collected, processed and stored by the AI System; and
 - (iv) any systems that the AI System interacts with in connection with the provision of the Services.
- (b) The Contractor must promptly provide these records if asked by DFAT.

14A.4 Banned AI systems

- (a) The Contractor must ensure that a Banned AI System is not used in the provision of the Services, including that it is not:
 - (i) used in any part of the supply chain used to provide the Services (including by the Contractor's Personnel);
 - (ii) accessed, used, or installed on any Commonwealth system; or
 - (iii) used in any web services or applications to be provided by the Contractor under this Deed.
- (b) If the Contractor discovers that a Banned AI System has been used in breach of **clause 14A.4(a)**, the Contractor must immediately notify DFAT and remove the Banned AI System from use.
- (c) In this **clause 14A.4**, Banned AI System means each of the following:
 - (i) DeepSeek products, applications and web services in accordance with Protective Security Direction 001-2025 DeepSeek Products, Applications and Web Services (available at Direction 001-2025 on DeepSeek Products, Applications and Web Services | Protective Security Policy Framework);

- (ii) Kaspersky Lab, Inc. products and web services in accordance with PSPF Direction 002-2025 Kaspersky Lab, Inc. Products and Web Services (available at Direction 002-2025 on Kaspersky Lab, Inc. Products and Web Services | Protective Security Policy Framework);
 - (iii) any other AI System which the Commonwealth prevents the access, use, or installation of on Commonwealth systems in accordance with any Commonwealth law or policy (including a Protective Security Direction issued by the Department of Home Affairs); and
- s 47G(1)(b)

14A.5 Material term and survival

- (a) DFAT may immediately terminate this Deed under **clause 18.2(a)** if the Contractor does not fully comply with this **clause 14A**.
- (b) This **clause 14A** survives expiration or termination of this Deed.

15. SECURITY

15.1 Responsibility for Security

The Contractor is responsible for the security of Contractor Personnel and ensuring that both the Contractor and Contractor Personnel and Subcontractors comply with this **clause 15**.

15.2 Security Assessments

- (a) If required by DFAT, any Contractor Personnel must meet all security assessments and standards specified by DFAT including:
 - (i) an identity check;
 - (ii) a national police clearance check or equivalent;
 - (iii) signing any forms notified to the Contractor by DFAT from time to time;
 - (iv) holding Commonwealth security clearances to the level requested by DFAT in accordance with the Commonwealth Protective Security Policy Framework, or as otherwise required by DFAT;
 - (v) attending and completing a DFAT security awareness course as soon as possible after the Commencement Date at the Contractor's cost; and
 - (vi) complying with any other security awareness requirements reasonably requested by DFAT.
- (b) DFAT will facilitate the obtaining of security clearances for Contractor Personnel. The Contractor must bear the cost of security clearances for Contractor Personnel to obtain security clearances. The Contractor acknowledges that if any Contractor Personnel lose their security clearance or causes a security breach, DFAT may:
 - (i) after consultation with the Contractor, require the replacement of that Contractor Personnel; or
 - (ii) terminate this Deed for breach.

15.3 Access to DFAT premises

The Contractor must ensure that all Contractor Personnel, when using DFAT premises or facilities, comply with all of DFAT's procedures and directions relating to security.

15.4 Access to information

- (a) If, during the performance of Deed, the Contractor is required to access or otherwise gains access to Official Information or Security Classified Information, it agrees to comply with:
 - (i) all relevant security requirements specified in the Commonwealth Protective Security Policy Framework as minimum standards;
 - (ii) the security requirements, including **clause 14A (Use of Artificial Intelligence (AI))** specified in this Deed; and
 - (iii) any variations or additions to the security requirements that DFAT (in its absolute discretion) notifies to the Contractor in writing. Such changes to the security requirements must be implemented by the Contractor from the date specified in the notice (or five (5) Business Days after it receives the notice if no date is specified).
- (b) The Contractor agrees to perform its security obligations to the highest professional standards described or indicated in the requirements of the Commonwealth Protective Security Policy Framework.
- (c) For the purposes of this Deed:

“Official Information” means information of any kind whatsoever, whether in material form or not, regardless of its security classification, developed, received, or collected, by or on behalf of the Commonwealth or which the Commonwealth has agreed to protect to which the Contractor gains access and includes any Material contained in an AI System and the terms of this Deed. For avoidance of doubt, Official Information includes DFAT Confidential Information, DFAT Material and DFAT Data; and

“Security Classified Information” means information that has been designated or marked with a national security classification by the Commonwealth in accordance with the Australian Government Protective Security Policy Framework; the Australian Government Information Security Manual (ISM) or DFAT’s security policies and procedures and must be protected accordingly.

15.5 Security breaches

The Contractor must notify DFAT immediately on becoming aware of any security breach and comply with all DFAT directions to rectify the security problem.

15.6 Cyber Security

- (a) The Contractor must take reasonable and prudent steps consistent with good industry practice to reduce the risk of a Security Incident or Cyber Attack on the Contractor’s information technology systems that accesses, transmits or stores any DFAT Confidential Information or any other data connected with this Deed, including but not limited to, DFAT Data, Deed Material, a Services Order or Personal Information.
- (b) At DFAT’s request in a notice, the Contractor must provide details of the Contractor’s security measures in place to reduce the risk of a Security Incident or Cyber Attack on the Contractor’s information technology systems.
- (c) If the Contractor becomes aware of a Security Incident or Cyber Attack on the Contractor’s information technology systems, the Contractor must immediately notify:
 - (i) DFAT (and, if this notification is not done by notice, by notice within one (1) Business Day); and
 - (ii) if required by DFAT, advise the Australian Cyber Security Centre (ACSC).
- (d) The Contractor must ensure that its Subcontractors comply with the requirements of this **clause 15.6**.
- (e) For the purposes of this **clause 15.6**, the following definitions are used:

‘Cyber Attack’ means any action taken through the use of computer networks or any unauthorised access to or use of a computer system that is intended to have, is likely to have or does have an adverse effect on the security or reliability of data on the system or the accessibility of the system, and includes denial of service attacks.

‘Security Incident’ means a security breach, violation, contact or approach from those seeking unauthorised access to the Contractor’s information technology systems, including:

 - (i) action taken using computer networks that result in an actual or potentially adverse effect on the Contractor’s information technology system and/or DFAT Confidential Information, DFAT Data or DFAT Material residing on that system; or

- (ii) any other unauthorised access or use by a third party or misuse, damage or destruction by any person.

15.7 **Storage media**

Contractor Personnel must not import or remove from any DFAT premises any storage media (whether owned by DFAT, Contractor Personnel or any other person) without the express written permission of the DFAT Representative.

15.8 **Security reviews**

The Contractor must participate in security reviews of its procedures at least annually as requested by DFAT and participate in any security audit in relation to this Deed, providing full co-operation to DFAT or its independent auditors, including the Australian National Audit Office.

16. **CONFLICT OF INTEREST**

16.1 **Warranty of no conflict of interest**

The Contractor warrants that, to the best of its knowledge after making diligent inquiry, at the date of signing this Deed no conflict of interests exists or is likely to arise in the performance of its obligations under this Deed.

16.2 **Notification of a conflict of interest**

If, during the Deed Period, a conflict of interest arises, or appears likely to arise, the Contractor must:

- (a) notify DFAT immediately in writing;
- (b) make full disclosure of all relevant information relating to the conflict; and
- (c) take such steps as DFAT reasonably requires resolving, or otherwise deal, with the conflict.

17. **RESOLUTION OF DISPUTES**

17.1 **Process**

If a dispute arises under this Deed, 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 19** (Notices) setting out the nature of the dispute;
- (b) within ten (10) Business Days following receipt of the written 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 the Parties' Escalation Representative as set out in the Details Schedule, 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) calendar days to reach a resolution or to agree that the dispute is to 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) calendar days, then either Party may commence legal proceedings.

17.2 **Contractor's Obligations not Affected**

The Contractor must continue to comply with its obligations under this Deed, notwithstanding that there is a dispute between the Parties, or that other proceedings are pending or current.

17.3 **No limit**

Nothing in this **clause 17** limits, delays or prevents a Party from exercising any right that they have under this Deed.

18. **TERMINATION**

18.1 **Termination or Reduction for Convenience**

- (a) DFAT has an unfettered discretion to, by notice to the Contractor in accordance with **clause 19** (Notices), terminate or reduce the scope of this Deed from the time specified in the notice.
- (b) If DFAT exercises its right in this **clause 18**, the Contractor must comply with directions given by DFAT and immediately do everything possible to mitigate its losses, and all other losses, costs and expenses in connection from, or arising out of termination or reduction.
- (c) If DFAT terminates or reduces the Deed under this **clause 18**, DFAT will only be liable for reasonable costs incurred by the Contractor that are directly attributable to the termination or reduction if the Contractor substantiates these amounts to the satisfaction of DFAT.
- (d) The Contractor will not be entitled to compensation for loss of prospective profits if the Deed is terminated or reduced for convenience.

18.2 Termination for Breach or Insolvency

DFAT may, in addition to any other right or remedy it may have, terminate this Deed by notice to the Contractor in accordance with **clause 19** (Notices), if the Contractor:

- (a) commits a material breach or breach of this Deed which, in DFAT's opinion, is not capable of remedy;
- (b) commits a breach of this Deed 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;
- (c) where the Contractor 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;
- (d) where the Contractor is an individual – if it enters a scheme of arrangement with its creditors, commits any act of bankruptcy or becomes bankrupt, or becomes incapable of managing its own affairs;
- (e) where the Contractor has entered into this Deed 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 Deed;
- (f) ceases to hold any licence, qualification, approval, authority or consent required for the Contractor to comply with its obligations under this Deed (except to the extent that this is outside the Contractor's reasonable control);
- (g) made a statement or warranty in its Tender or failed to make a disclosure in its Tender Declaration leading to this Deed and DFAT is satisfied on reasonable grounds that the statement 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 Deed;
- (h) undergoes a Change in Control of the Contractor's legal entity, which in DFAT's reasonable opinion, may adversely affect the Contractor's ability to perform the Services; or
- (i) the Contractor, its personnel and/or its Subcontractors are or become listed on the Criminal Code Act List, the DFAT Consolidated List, a World Bank List or Relevant List or are subject to an informal process that may lead to them becoming so listed.

18.3 After termination

On termination of this Deed, the Contractor must:

- (a) take all available steps to minimise loss resulting from that termination and to protect DFAT Material;
- (b) deal with DFAT Material as reasonably directed by DFAT; and
- (c) return all DFAT Confidential Information to DFAT.

18.4 Termination does not affect Contracts

Termination of this Deed does not affect the continuance of any Contract formed under this Deed unless DFAT terminates the Contract in accordance with its terms.

18.5 Preservation of Rights

The expiration or termination of this Deed will not extinguish or affect:

- (a) any rights of either Party against the other which:
 - (i) accrued prior to the time of the expiration or termination; or

- (ii) otherwise relates to or may arise at any future time from any breach or non-observance of obligations under this Deed which arose prior to the time of the expiration or termination; or

- (b) any other provisions of this Deed which by their nature survive expiration or termination.

18.6 Transition out

On the expiration or termination of this Deed:

- (a) the Contractor must provide DFAT with all reasonable assistance and information to assist DFAT in transitioning to DFAT's new service arrangements; and
- (b) the Contractor must promptly return all DFAT Material and Deed Material to DFAT, provided that the Contractor may keep a single copy for its records.

19. NOTICES

- 19.1 Unless the contrary intention appears, any notice under the Deed (not including Services Order), will be effective if it is in writing and sent from and delivered to the DFAT Representative or the Contractor Representative, as the case may be, in accordance with the recipient's address for notices specified in the Notice Details of the Details Schedule.

A notice given in accordance with this **clause 19** is deemed to be delivered:

- (a) if sent by pre-paid post, in three (3) Business Days when sent within Australia and in eight (8) Business Days when sent by air mail from one country to another;
- (b) if hand delivered, when received at the address, or by the addressee if sooner; or
- (c) if sent as an email, when the email enters the recipient's information system, unless the sender's information system receives a message within one (1) Business Day that the email has not been delivered to the recipient, but if the receipt, transmission or entry into the information system is not on a Business Day or is after 5.00pm (recipient's local time) on a Business Day, the notice is deemed to be delivered at 9.00am (recipient's local time) on the next Business Day.

20. MISCELLANEOUS

20.1 Variation

- (a) The provisions of this Deed may not be varied either at law or in equity, except in writing signed by both DFAT and the Contractor as set out in this **clause 20.1**.
- (b) Either Party may propose a change to the Deed. Any amendment to the Deed must be in the form of a formal Deed of Amendment.

20.2 Approvals and consents

Except where this Deed expressly states otherwise, a Party may, in its discretion, give conditionally or unconditionally or withhold any approval or consent under this Deed.

20.3 Assignment and novation

A Party may only assign its rights or novate its rights and obligations under this Deed with the prior written consent of the other Party.

20.4 Costs

Each Party must pay its own costs of negotiating, preparing and executing this Deed.

20.5 Counterparts

This Deed may be executed in counterparts. All executed counterparts constitute one document.

20.6 No merger

The rights and obligations of the Parties under this Deed do not merge on completion of any transaction contemplated by this Deed.

20.7 Entire agreement

This Deed constitutes the entire agreement between the Parties in connection with its subject matter and supersedes all previous agreements or understandings between the Parties in connection with its subject matter.

20.8 Further action

Each Party must do, at its own expense, everything reasonably necessary (including executing documents) to give full effect to this Deed and any transaction contemplated by it.

20.9 Severability

A term or part of a term of this Deed that is illegal or unenforceable may be severed from this Deed and the remaining terms or parts of the terms of this Deed continue in force.

20.10 Waiver

A waiver of any provision of or right under this Deed:

- (a) must be in writing signed by the Party entitled to the benefit of that provision or right; and
- (b) is effective only to the extent set out in any written waiver.

20.11 Relationship

- (a) The Parties must not represent themselves, and must ensure that their officers, employees, agents and Subcontractors do not represent themselves, as being an officer, employee, partner or agent of the other Party, or as otherwise able to bind or represent the other Party.
- (b) This Deed does not create a relationship of employment, agency or partnership between the Parties.

20.12 Announcements

- (a) Subject to **clause 21.12(b)**, the Contractor must, before making a public announcement in connection with this Deed or any transaction contemplated by it, obtain DFAT's written agreement to the announcement, except if required by law or a regulatory body (including a relevant stock exchange).
- (b) If the Contractor is required by law or a regulatory body to make a public announcement in connection with this Deed or any transaction contemplated by this Deed, the Contractor must, to the extent practicable, first consult with and take into account the reasonable requirements of DFAT.

20.13 Trustee

The Contractor represents and warrants that if the Contractor is a trustee, it enters this Deed personally and in its capacity as trustee and has the power to perform its obligations under this Deed.

20.14 Governing law and jurisdiction

This Deed is governed by the law of the Australian Capital Territory and each Party irrevocably and unconditionally submits to the non-exclusive jurisdiction of the courts of the Australian Capital Territory.

SCHEDULE 1 – STATEMENT OF REQUIREMENTS

1. INTRODUCTION

- 1.1 This Statement of Requirements describes the overall role, requirements and Services to be provided by the Contractor to implement the Partnerships for Infrastructure Phase 2 (P4I-2) under this Deed and any Services Orders. During the Deed Period, the Contractor may not be the exclusive provider of services to DFAT similar to those provided by the Contractor under this Deed and any Services Orders. The Contractor must cooperate with and provide reasonable assistance to any other service provider appointed by DFAT to ensure the integrated and efficient carrying out of DFAT's development assistance and broader engagement across Southeast Asia.

2. BACKGROUND

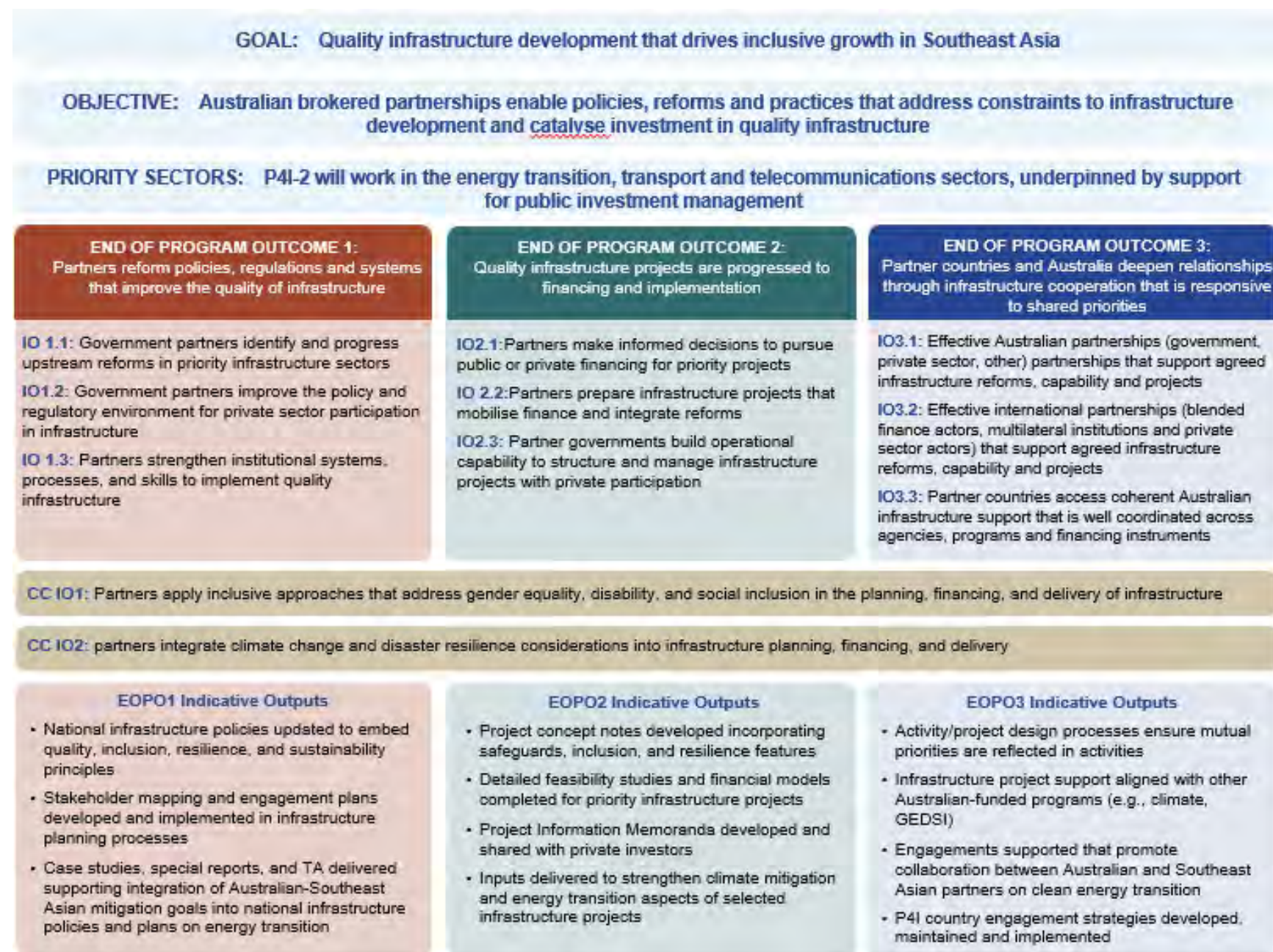
- 2.1 Quality infrastructure is critical to Southeast Asia's ambition of becoming the fourth largest economy by 2040. *'Invested: Australia's Southeast Asia Economic Strategy to 2040'* (*'Invested'*) notes that Southeast Asia needs US\$3 trillion in infrastructure investment by 2040 to keep pace with economic and demographic changes, the growing digitalisation of economies and the challenges of climate change. Investment is needed in transport to connect the region, in energy to meet the region's energy security and clean energy transition needs, and telecommunications and digital infrastructure to enable future industries and support inclusive and sustainable growth.
- 2.2 Supporting quality infrastructure development is a priority for the Australian Government. It features strongly in *'Invested'*, in Australia's International Development Policy and in DFAT's Southeast Asia Development Partnership Plans. At the 2024 ASEAN-Australia Special Summit, the Government announced an extension of P4I as recommended in *'Invested'*.
- 2.3 Australia does not have the financing or construction contractor scale in Southeast Asia of others, but our policy and regulatory expertise, flexible technical assistance, gender lens investing and early-stage project support sets Australia apart from the offerings of others. It positions Australia as a reliable and influential partner in the region.
- 2.4 Under P4I Phase 1 (P4I-1), the program established its credentials and brand for improving Partner Government decision-making on infrastructure development, particularly the enabling environment for infrastructure investment. P4I-1 led Australia's engagement on Southeast Asia's energy transition; improved Partner Country infrastructure financing strategies; initiated support in the sensitive telecommunications sector; helped accelerate the development of transport infrastructure projects; and leveraged expertise from Australian public and private sector organisations.
- 2.5 Key lessons from P4I-1 adopted in the P4I-2 design include: differentiating P4I's engagement across countries accounting for local context; a clear sectoral (and sub-sector) focus; a diversified approach to accessing the required highly specialised expertise and ensuring value for money; a delineation between a strategic leadership role for DFAT officers embedded in the program complemented by a delivery partner team leader responsible for implementation; the importance of regular engagement with DFAT Posts at working and senior levels; and the value of a more coherent approach to the deployment of Australia's infrastructure initiatives in the region.

3. GOAL, OBJECTIVE AND END OF PROGRAM OUTCOMES

- 3.1 The objective of P4I-2 is 'Australian brokered partnerships enable policies, reforms and practices that address constraints to infrastructure development and catalyse investment in quality infrastructure'. To achieve this, P4I-2 will work across the three End-of-Program Outcomes (EOPOs) with dedicated cross-cutting intermediate outcomes on gender equality, disability and social inclusion (GEDSI) and disaster risk reduction and climate change (DRRCC).

Figure 1: P4I-2 Program Logic

DFAT Deed of Standing Offer No. 81997



- 3.2 The Program Logic at Figure 1 and outlined in further detail in the P4I-2 Investment Design Document (to be provided by DFAT to the Contractor) will apply at commencement of P4I-2, but may be amended from time to time as agreed between DFAT and the Contractor, with any changes to the End of Program Outcomes requiring a Contract Amendment. Any updates will be reflected in relevant P4I-2 strategies and plans to be developed by the Contractor in consultation with DFAT as part of any Services Order as well as the Contractor's P4I-2 Monitoring, Evaluation and Learning (MEL) system and performance reporting. The Contractor will also be responsible for developing more detailed theories of change and strategies/plans for P4I-2 sectoral/focus areas as required by DFAT.

4. CO-FUNDING AND NON-ODA

- 4.1 Under this Deed, the Contractor must ensure it has the flexibility and capability to:
- a) accept and manage co-funding from other DFAT programs to undertake or scale priority agreed activities
 - b) support the delivery of emerging Australian Government priorities, including through accepting and managing additional funding
 - c) deploy non-ODA funding to undertake or scale priority agreed activities.

5. DELIVERY PRINCIPLES

- 5.1 The Contractor must ensure that the following delivery principles are followed in its management and implementation of P4I-2 Services:
- a) **Alignment with DFAT bilateral, regional, sectoral and other priorities**, including 'Invested' and its four categories of action (raising awareness, building capability, removing blockages, deepening investment)
 - b) **Close coordination and consultation with DFAT Posts**, including through strong P4I-2 country engagement capability, and utilising and supporting the network of P4I-funded DFAT Post Local Engaged Staff
 - c) **Close coordination and collaboration with other DFAT programs and initiatives** (and with like-minded and other partners) to avoid duplication and pursue complementarity and coherence as a part of delivering on EOPO3
 - d) **A differentiated approach to country engagement** informed by local context, sector strategies and factors like maturity of the market and enabling environment, alignment with Australian value-add and interests, and existence of other DFAT investments
 - e) **An expansive partnerships approach to support program delivery** including: a continued focus on integrating government-to-government (G2G) engagement into the program; broadening G2G partners and the program's partnerships with Australian private sector and other organisations; stronger links with blended finance platforms and likeminded partners; and capability to coordinate this work effectively, including with Australia's Investment Deal Teams
 - f) **Making more of P4I's advantage as a multi-country program** including by developing portfolios of work across countries at the sub-sector level, building on emerging P4I-1 results in the areas of maritime decarbonisation, grid integration of renewable energy, infrastructure resilience and 'national broadband' approaches
 - g) **Supporting effective working relationships**. The Contractor will establish and maintain open, collegial and professional working relationships and proactive communication with DFAT (including Posts), P4I personnel and relevant Partner Governments, stakeholders and other P4I delivery partners.
- 5.2 P4I-2 will encompass a portfolio of activities implemented by the Contractor (including its Subcontractors) in collaboration with other partners, working in an integrated and coherent manner. Partnership implementation will be guided by the following key principles:
- a) **Trust and mutual interest**: Positioning Australia as a trusted, credible partner, working toward mutual objectives. This includes demonstrating commitment to locally-led development and joint planning with other P4I-2 partners through effective governance mechanisms
 - b) **Adaptive**: Embracing complexity and appropriately managing risk and being adaptive and flexible to respond to emerging issues and priorities

- c) **Long term perspective:** Adopting a long-term perspective, because deep lasting change takes time, the project life cycle can be protracted to see results, and Australia will continue to have long term strategic interests regardless of short-term ODA constraints and policy priorities
- d) **Sustainability:** Considering sustainability as central to programming approaches
- e) **Leveraging capability:** Leveraging all of Australia's relevant capability and tools, including working with regional and global investments, mechanisms and resources.

6. AUSTRALIAN DEVELOPMENT PRIORITIES

- 6.1 The Australian Government's development priorities are set out in [Australia's International Development Policy: for a peaceful, stable and prosperous Indo-Pacific](https://www.dfat.gov.au/sites/default/files/international-development-policy.pdf) (available on the DFAT website at: <https://www.dfat.gov.au/sites/default/files/international-development-policy.pdf>) including:
- gender equality
 - disability inclusion
 - Inclusion of vulnerable groups including indigenous people
 - climate change
 - child protection
 - prevention of sexual exploitation, abuse and harassment (PSEAH)
 - and locally led development.
- 6.2 The Contractor must actively consider and identify approaches throughout the P4I-2 program lifecycle to ensure that P4I-2 is effective and responsive to these priorities, including by:
- building genuine and respectful partnerships
 - seeking opportunities to embed the perspectives of First Nations Australians
 - supporting all people to fulfil their potential, including by promoting gender equality and disability equity and rights
 - strengthening the identification and management of climate risks
 - supporting local leadership and local actors
 - ensuring appropriate safeguards are in place, including around child protection and prevention of sexual exploitation, abuse and harassment.
- 6.3 The Contractor must support active and meaningful participation of women, people with disabilities, indigenous peoples, and other marginalised groups, as well as the organisations that support them, within the full P4I-2 program cycle.
- 6.4 The Contractor must ensure its Personnel and Subcontractors understand their responsibility to deliver on and advocate for the EOPOs and Australian development priorities.
- 6.5 The Contractor must ensure the principles of 'nothing about us without us', 'no one left behind', and 'do no harm' are integrated within the full P4I-2 program cycle.

7. ROLES AND RESPONSIBILITIES OF THE PARTIES

- 7.1 The role of DFAT is to:
- set the Australian development policy and frameworks in which this Deed and its Services Orders operates
 - provide strategic oversight and direction for P4I-2
 - including through the embedded DFAT personnel (the P4I Strategic Director and Deputy Director) in the Bangkok program office and the First Secretary (Infrastructure) in DFAT's ASEAN Mission
 - convene and participate in agreed P4I-2 governance mechanisms
 - manage the relationships with relevant DFAT Posts, with DFAT Canberra teams (e.g. geographic and thematic areas), and with Partner Government (or other) counterparts
 - work with the Contractor in identifying, developing and managing partnerships with Australian (government, private sector and other) organisations
 - manage the performance of the Contractor in delivering Services under this Deed and its Services Orders.

- 7.2 The Role of the Contractor is to deliver the Services to support and enable the P4I-2 activities in accordance with this Deed and each Services Order, informed by the P4I-2 Investment Design Document and other requirements as may be agreed from time to time in writing between the Contractor and DFAT.
- 7.3 Reporting directly to DFAT, the Contractor must:
- engage proactively and work with DFAT to ensure DFAT's strategic direction is understood and implemented in all aspects of P4I-2 implementation
 - be responsible for the day-to-day management and implementation each Services Order entered into during the Deed Period and do this in an economical, efficient, effective and ethical manner to achieve P4I-2's EOPOs, consistent with the Commonwealth Supplier Code of Conduct
 - provide all project management functions, including any design, implementation, management, risk management, reporting (also financial), and monitoring evaluation and learning (MEL) Services under each Services Order
 - provide all Contractor Personnel, resources and management services for the planning, coordination, subcontracting and administration necessary to achieve P4I-2's outcomes, activities and outputs (including EOPOs)
 - all Contractor Personnel and Subcontractors must be selected and managed in accordance with fair, transparent and competency-based processes
 - establish and maintain fit for purpose systems and platforms for program, financial and information management and MEL requirements to support achievement of P4I-2's EOPOs and timely decision making
 - comply with DFAT policies and reporting requirements in delivering the Services . This includes, but is not limited to:
 - delivering the Services in a manner that supports and advocates Australia's development outcomes and priorities
 - actively managing and mitigating risk, keeping DFAT regularly informed of emerging risks and risk escalation
 - notifying DFAT of any actual or potential breaches of the Commonwealth Supplier Code of Conduct and cooperate with any investigations or remedial actions as required
 - support management of relationships with relevant DFAT Posts, with DFAT Canberra teams (e.g. geographic and thematic areas), and with Partner Government (or other) counterparts
 - including ensuring a structured, strategic approach to coordinating and collaborating with other relevant DFAT investments
 - support DFAT in identifying, developing and managing partnerships with Australian (government, private sector and other) organisations
 - including support for activity scoping and design, logistics and activity implementation, technical and policy advice (including on cross-cutting issues), and MEL and reporting
 - integrating these partners into delivery of P4I-2 EOPOs
 - ensuring Services provided by the Contractor enable and do not substitute or duplicate partner engagement
 - develop other necessary partnerships to support the delivery of P4I-2 activities and achievement of P4I-2 EOPOs.
- 7.4 Southeast Asia Governments and DFAT Posts are key partners in P4I-2 and engaging with them is a key component of the requirements for the delivery of the Services to be performed under this Deed and its Services Orders. All contact between the Contractor and Partner Governments will be as directed by DFAT. The Contractor must ensure that DFAT has visibility of such engagement. The Contractor will follow DFAT directions when engaging with Partner Government and other critical counterparts.
- 8. PROGRAM MONITORING, EVALUATION AND LEARNING (MEL)**
- 8.1 The Contractor must develop and maintain a comprehensive MEL system, including a MEL framework, plan and information management system (collectively MEL System).
- 8.2 The Contractor must ensure the MEL System is designed to support best practice adaptive learning and program management, and feed into strategy, work-planning and program and activity governance processes.

- 8.3 The Contractor must ensure that sufficient resources are allocated to MEL activities in accordance with DFAT Design and Monitoring, Evaluation and Learning Standards (<https://www.dfat.gov.au/about-us/publications/dfat-design-monitoring-evaluation-learning-standards>), and that well-qualified and experienced MEL expertise is recruited and resourced to implement the MEL System.
- 8.4 The Contractor must update the MEL System annually or as required to ensure it remains relevant and responsive, while seeking to preserve comparability of results from year to year.

9. ASSESSMENT OF PERFORMANCE

- 9.1 The Contractor must participate in and support, as required, the performance assessments as specified in each Services Order. The Contractor will further participate in and support any other review or evaluations commissioned by DFAT relating to the P4I-2 program, as notified to the Contractor.
- 9.2 The Contractor must meet at the times and manner set out in each Services Order (or otherwise as agreed in writing between the Parties) to discuss any issues in relation to this Deed or the provision of the Services under a Services Order.

10. STRATEGIC COMMUNICATIONS

- 10.1 The strategic communications work of P4I-2 will be tightly focussed on highlighting P4I-2 impact and sharing P4I-2 lessons to:
- demonstrate Australia's value as an infrastructure partner to Southeast Asian stakeholders
 - demonstrate the benefits flowing from improved approaches to infrastructure development to Southeast Asian decision makers, including to inform Partner Government and ASEAN policy processes
 - share successful approaches and lessons with other DFAT and likeminded programs, and
 - demonstrate the impact and value of P4I-2 to DFAT and Australian Government decision makers.
- 10.2 The Contractor will develop a P4I-2 communications strategy, to be agreed by DFAT, in accordance with the requirements set out in the first Services Order entered into under this Deed.

SCHEDULE 2 – DEED PRICING SCHEDULE

All amounts within are expressed in Australian Dollars (AUD). Unless expressly specified as being inclusive of GST, all prices and consideration for supplies of Services and materials are exclusive of GST.

1 MAXIMUM AMOUNT PAYABLE

- 1.1 All Services Orders agreed between the Parties must be calculated and determined in accordance with the pricing set out in this **Schedule 2**.
- 1.2 The maximum amount payable by DFAT to the Contractor for the provision of the Services and performing the Contractor's obligations will not exceed the sum agreed in the form of individual Services Orders. DFAT will not be liable for any Costs or expenditure incurred by the Contractor in excess of this amount. **s 47E(d)**

2 MANAGEMENT FEES

- 2.1 The management fees for each Services Order will be negotiated on a case-by-case basis as either a fixed fee or as a percentage of the maximum amount payable to the Contractor for the provision of the Services under the given Services Order.

- 2.2 The management fee is comprised of the following:

s 47G(1)(b)

- (b) financial management costs, including the cost of financial charges (e.g. bank charges, transaction fees, currency conversion costs, and any other financial service fees);

s 47G(1)(b)

- (f) costs of complying with the Contractor's reporting and liaison obligations under each Contract;

- (g) costs associated with all Contractor Personnel briefings, capacity development and training in Australia or in-country;

s 47G(1)(b)

- (i) costs associated with the Contractor's consortium for each Contract;

- (j) costs, including domestic and international travel, accommodation, per diems and local transport costs where required for Contractor Personnel located in the Contractor's head office (including such costs for the Contractor Representative for each Services Order);

- (k) any other overheads required to provide the Services in accordance with the Contract (except to the extent that they are covered by any other costs payable by DFAT under this Schedule 2);

- (l) all escalators for the management fees for each Contract Period; and

- (m) any allowance for risks and contingencies.

- 2.3 DFAT shall pay the Management Fees in accordance with each Services Order on receipt of a correctly rendered invoice and subject to the terms of the relevant Services Order as follows:

- (a) Management Fees paid by achievement of Milestones; and
- (b) Management Fees subject to agreed Payment By Results (PBR); and/or
- (c) Management Fees paid by Partner Performance Assessments (PPAs).

PAYMENT BY CONTRACT MILESTONES

- 2.4 DFAT will pay the management fees by Contract Milestones subject to the Contractor's satisfactory achievement of the relevant milestone(s) based on the verifiable indicators, as set out in **Table 2 of Schedule 2** of each Service Order on receipt of a correctly rendered invoice.
- 2.5 If a Milestone is DFAT's acceptance of a report, DFAT shall not be obliged to make the Milestone Payment until all of the outputs to be achieved by the Contractor in the period covered by the report have been achieved.

PAYMENT BY PROGRAM OUTCOME/RESULTS

- 2.6 The Program Outcome/Results will build on those identified by the Contractor listed in **Table 2 of Schedule 2** of each Service Order and as agreed to by DFAT. These shall be documented in the relevant Annual Work Plan, as well as outlining the indicator based on DFAT's Monitoring and Evaluation Standards, the process for determining achievement of the result, the due date for achievement of the result, payment amount and threshold for partial payments, if applicable.
- 2.7 Payment by Program Outcomes/Results will rely on the Monitoring and Results Measurement System for validation, and any annual reviews, audits, evaluations including independent assessments DFAT agrees.
- 2.8 In the event DFAT deems there to have been significant external events that are outside of DFAT's and the Contractor's control, alternative milestones and indicators will be agreed.
- 2.9 DFAT will pay the Management Fees by Program Outcome/Results progressively, within one month of a correctly rendered invoice following satisfactory achievement of the relevant results as documented in the relevant Annual Work Plan.

PAYMENT BY PARTNER PERFORMANCE ASSESSMENTS

- 2.10 Payment by Partner Performance Assessments (PPA) is subject to the PAAs to be conducted during the Contract Period with the applicable payable amount subject to **Table 3 of Schedule 2** of each Service Order.
- 2.11 The applicable payable amount is subject to the average PPA rating that will be determined by calculating the sum of all performance ratings and dividing it by the total number of performance criteria.

s 47G(1)(a)

2.12 DFAT will pay the management fees in accordance with each Services Order on receipt of a correctly rendered invoice and subject to the terms of the relevant Services Order.

3 PERSONNEL COSTS

- 3.1 "Personnel Costs" refer to salaries, wages, superannuation, leave entitlements (for Long-term Personnel), and other employment-related expenses for staff employed by the Contractor or its subcontractors.
- 3.2 Contractor Personnel rates must be exclusive of:
- (a) any profit, overheads, administration or management fee, or any other mark-up
 - (b) /margins by the Contractor; and
 - (c) any Foreign VAT.
- 3.3 Annual leave accrued by Contractor Personnel during the Contract Period shall be deemed to be taken in the twelve (12) month period it falls due and cannot be accumulated or paid out unless local labour law requires otherwise. Personal leave may be accrued over the Contract Period; however, will not be paid out unless local labour law requires. The Contractor will manage its resourcing, including Personnel and its leave, so as to not affect the delivery of the Services.
- 3.4 Contractor Personnel rates are based on a working day of at least eight (8) hours. The Contractor is not entitled to claim for additional Contractor Personnel Costs if they work more than eight (8) hours per working day, unless prior written agreement is provided by DFAT.
- 3.5 DFAT will pay the Contractor for Personnel Costs at the end of each one (1) month period during the Contract Period under each Services Order on a reimbursable basis in arrears subject to receipt of a correctly rendered invoice.
- 3.6 The Contractor shall be paid for the lesser of actual number of days/months' work undertaken by its Contractor Personnel or the maximum values specified in **Table 1** of **Schedule 2** for each Services Order. The Contractor must keep verifiable records to enable verification of actual time spent providing the Services.
- 3.7 Personnel Costs includes fees for Short-term and Long-term Personnel.

SHORT TERM PERSONNEL

- 3.8 For Short-term Personnel, DFAT will pay the Contractor under each Services Order the person's daily remuneration rate, which may include but is not limited to:
- (a) base salary, plus any other entitlements in line with local labour laws (if applicable);
 - (b) Superannuation Guarantee Contribution or equivalent local contribution, in line with any local labour law; and
 - (c) all agreed salary increases for the Contract Period (where agreed in writing by DFAT as at the commencement of the Contract Period).

LONG TERM PERSONNEL

- 3.9 For Long-term Personnel, DFAT will pay the Contractor under each Services Order the person's monthly remuneration rate, which may include but is not limited to:
- (a) base salary and agreed allowances;
 - (b) Superannuation Guarantee Contribution or equivalent local contribution, in line with any local labour law, if any;
- s 47G(1)(b)
- (d) agreed public holidays;
 - (e) private transport costs; and
 - (f) all agreed salary increases for the Contract Period (where agreed in writing by DFAT as at the commencement of the Contract Period).

4 LONG TERM PERSONNEL SUPPORT COSTS

- 4.1 DFAT will pay the Contractor under each Services Order Long Term Personnel support costs for Contractor Personnel (and their dependants) at the end of each one (1) month period on a reimbursable basis in arrears subject to receipt of a correctly rendered invoice.
- 4.2 Long Term Personnel support costs may include, but are not limited to the following:
- (a) all reasonable one-off mobilisation and demobilisation costs or expenses in line with the United Nations Daily Subsistence (<https://icsc.un.org/Home/DailySubsistence>) (unless otherwise agreed by the Parties in writing), including any necessary medical clearances and inoculations; medical insurance, visas, uplift of effects, quarantine costs, storage; and one return economy class flight from and to the same 'home' location and associated travel costs (to and from airport, transit costs, per diem, accommodation), including for any dependants;
 - (b) pre-approved travel and related costs associated with visa runs or visa arrangements;
 - (c) housing costs, including expenses associated with rental accommodation for long-term, non-local Contractor Personnel (Contractor Personnel with partners who are already in receipt of an expatriate accommodation allowance will not be eligible for reimbursement of housing costs). Housing costs for local Contractor Personnel who are required to relocate in-country would be subject to DFAT approval and be agreed on a case by case basis
 - (d) dependants: pre-approved expenses associated with the costs of dependant children including education, if applicable;
 - (e) reasonable security costs, if any;
 - (f) associated costs such as medical insurances costs for locally engaged Contractor Personnel as agreed with DFAT and other expenses related to any adaption adjustments for Contractor Personnel or dependants with disabilities;

s 47G(1)(b)

5 OPERATIONAL COSTS

- 5.1 DFAT will pay the Contractor under each Services Order for operational costs relating to the provision of Services specified in **Table 1 of Schedule 2** for each Services Order at the end of each one (1) month period on a reimbursable basis in arrears subject to receipt of a correctly rendered invoice.
- 5.2 The Contractor must retain all receipts for all expenditure items claimed for reimbursement for audit purposes.
- 5.3 Operational costs include, but are not limited to:
- (a) office furniture;
 - (b) office fit-out costs / running costs / office rent / utilities;

- (c) IT equipment and running costs (including management information systems) / communications, including reasonable work-related communication costs for Contractor Personnel;
- (d) office consumables;
- (e) recruitment costs;
- (f) staff meeting costs;
- (g) any necessary medical clearances for locally engaged Contractor Personnel;
- (h) Economy class travel costs for LTAs and STAs relating solely to the provision of Services (airfare, visa, travel to and from airport, transit costs, per diem, accommodation) in line with the United Nations Daily Subsistence (<https://icsc.un.org/Home/DailySubsistence>), unless otherwise agreed by the Parties in writing (but excludes travel costs for Contractor Personnel located in the Contractor's head office covered by clause 2.2(j) under this Schedule 2);

s 47G(1)(b)

- (j) any other costs as agreed in writing with DFAT.

6 PROGRAM ACTIVITY COSTS

- 6.1 The maximum amount payable by DFAT for Activity Costs will be specified in **Table 1** of **Schedule 2** of each Services Order.
- 6.2 DFAT will reimburse the Contractor at actual cost for Activity costs at the end of each one (1) month period on a reimbursable basis in arrears subject to a correctly rendered invoice
- 6.3 Activity Costs refers to direct expenses incurred in the execution of approved P4I-2 activities. All costs must be reasonable, appropriately documented, and directly attributable to the delivery of the activity as outlined in the approved activity scope of work. Eligible Activity Costs may include, but are not limited to:
- (a) Travel and accommodation expenses directly related to implementing the activities (but excludes travel costs for Contractor Personnel located in the Contractor's head office covered by clause 2.2(j) under this Schedule 2);
 - (b) Venue hire, catering, and equipment rental for events, workshops, or training sessions;
 - (c) Materials, equipment, supplies, and consumables used exclusively for activity delivery;
 - (d) Professional services and Contractor Personnel (e.g., consultants, facilitators) engaged for activity-specific tasks;
 - (e) Communication and promotional costs directly associated with the activity;
 - (f) Technology and software required for activity implementation;
 - (g) Evaluation and reporting costs directly linked to activity outcomes;
 - (h) The delivery of Grants (excluding Contractor Personnel hired to manage Grants); and
- s 47G(1)(b)
- 6.4 The Contractor must ensure all Subcontracts, Grants and associated tasking notes relevant to activities delivered under this Contract identify deliverables and payment milestones (including acceptance criteria, due dates, and evidence requirements). For each Subcontracted Deliverable/Milestone:
- (a) The Contractor must review evidence provided by the Subcontractor sufficient to demonstrate completion in accordance with the acceptance criteria, which may include: technical artefacts, reports, implementation records, beneficiary or stakeholder feedback, or any other agreed evidence.
 - (b) The Contractor must assess and verify such evidence in writing, confirming whether acceptance criteria have been met.
 - (c) The Contractor must not approve any Subcontractor invoice unless the verification in the above (b) is complete and supports acceptance.
- 6.5 The activities to be funded from this line-item will be determined in the P4I-2 work plans under each Services Order and in accordance with the P4I-2 governance and management arrangements set out in the first Services Order entered into under this Deed. Any required amendments to a work plan under a relevant Services Order will be agreed by both Parties in writing.

7 FOREIGN TAX

- 7.1 Except as expressly stated otherwise in this **Schedule 2**, the Contractor acknowledges and agrees that nothing in this **Schedule 2** entitles the Contractor to claim from DFAT any value added tax, goods and services tax or other tax incurred in any Partner Country (whether paid directly to the Partner Country or to any Contractor Personnel).

8 CLAIMS FOR PAYMENT

- 8.1 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 the Contract.
- 8.2 If requested by DFAT, for payment verification purposes, the Contractor must provide DFAT with appropriate documentation (as reasonably required by DFAT) to support each claim under this **Schedule 2**.
- 8.3 All claims for payment must be addressed to:
- Chief Finance Officer
Department of Foreign Affairs and Trade
RG Casey Building
John McEwen Crescent
Barton ACT 0221
- 8.4 Tax invoices will be sent to accounts.payable@dfat.gov.au with a copy to the DFAT Activity Manager. 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>

SCHEDULE 3A – REQUEST FOR QUOTATION TEMPLATE (DFAT OFFICER TO COMPLETE AND SEND TO CONTRACTOR)

This Request for Quotation (including any attachments) is issued by DFAT in accordance with **clause 5** of the Deed of Standing Offer for the provision of Services for the provision of the *[insert name/description of program]*, executed between DFAT and DT Global Asia Pacific Pty Ltd on *[insert date]* (the Deed). The Quotations must be sent via email to *[insert relevant DFAT email address to receive quotes]*.

DRAFTING NOTE – YOU MUST CONSULT WITH THE RELEVANT DFAT DEED MANAGER PRIOR TO CONTACTING THE CONTRACTOR. DRAFTING NOTE – YOU MUST CONSULT WITH THE RELEVANT DFAT DEED MANAGER PRIOR TO CONTACTING THE CONTRACTOR. ALL SERVICES ORDERS MUST BE COORINDATED THROUGH THE DFAT DEED MANAGER.

RFQ number	<i>[insert RFQ number]</i>
RFQ closing date	<i>[insert closing date of RFQ]</i>
DFAT contact details for RFQ	<i>[insert name and contact details]</i>

DFAT requirements for this RFQ

Item number	Description	Details
1.	Proposed Contract Period	<i>[DFAT to insert start date of Initial Contract Period e.g. dd/mm/yy] to [insert end date of Initial Contract Period e.g. dd/mm/yyyy]</i> DRAFTING NOTE – SERVICES ORDERS SHOULD NOT EXTEND MORE THAN 6 MONTHS BEYOND THE END DATE OF THE DEED. PLEASE CONTACT THE RELEVANT DFAT DEED MANAGER FOR ADVICE.
2.	Services Order Option Period	<i>[DFAT to insert Services Order Option Period e.g., 2 periods each being 1 year in duration, including the start dates and end dates for each Contract Option Period (from dd/mm/yyyy to dd/mm/yyyy). Otherwise insert 'not applicable']</i> DRAFTING NOTE – SERVICES ORDERS SHOULD NOT EXTEND MORE THAN 6 MONTHS BEYOND THE END DATE OF THE DEED. PLEASE CONTACT THE RELEVANT DFAT DEED MANAGER FOR ADVICE.
3.	Background	<i>[[Insert background information to the Services Order that may be useful to the Contractor. The background should be limited to that information needed to acquaint the Contractor with the basic requirement.</i> <i>As this item is not intended to place additional obligations on the Contractor, mandatory statements (i.e. “must”, “will”) should <u>not</u> be used. Care must also be taken to ensure that statements made in this item do not conflict with other elements of the Services Order.]</i>
4.	Services to be provided, including list of Deliverables and Goods to be delivered	Select from: (a) Program Implementation and Management; (b) Deployment Support and Logistics; and (c) Operations Management.
5.	Personnel category (skill set required)	<i>[insert (e.g. Junior role or Senior role) or leave blank to be determined in Contractor’s quote]</i>

6.	Performance Standards / Key Performance Indicators (KPIs)	<i>[insert applicable Performance Standards / KPIs to be achieved – or attach Performance Standards / KPIs as an additional page]</i>
7.	Fee structure <i>(Note to Contractor: all pricing submitted in response to this RFQ must be in accordance with the Deed and must identify any applicable GST or Foreign VAT as a separate amount).</i>	<i>[insert details (i.e. how Contractor is to cost the RFQ – management fees, personnel costs, operational costs and program costs etc)].</i>
8.	Insurance	<i>[DFAT to specify if it requires higher insurance amounts than those set out in the Deed or insert “As per Deed of Standing Offer and the Standard Contract Conditions”]</i>
9.	Proposed limitation of liability amount	<i>[specify the proposed amount to which the Contractor’s liability will be limited – for example: “The total Contract price” or “three times the total Contract price”]</i>
10.	Reports	<i>[insert reports to be provided, including format, number of copies and due dates] – OR - Refer to Statement of Requirement attached</i>
11.	Partner Performance Assessment	<i>[insert details or “DFAT may issue a Partner Performance Assessment under any resultant Contract”]</i> DRAFTING NOTE – SERVICES ORDERS THAT ARE \$3 MILLION OR MORE REQUIRE A SERVICES ORDER SPECIFIC PPA TO BE DONE. SERVICES ORDERS LESS THAN \$3 MILLION CAN DO A STAND ALONE PPA OR CAN CONTRIBUTE TO THE OVERALL PPA FOR THE RELEVANT PROGRAM. PLEASE CONTACT THE RELEVANT DFAT DEED MANAGER FOR ADVICE.
12.	Monitoring and evaluation	<i>[insert details or “Contractor will be required to undertake and participate in all relevant M&E activities specified in the Deed and Services Order 1 as relevant to the specific services provided under any resultant Contract”]</i>
13.	Meetings	<i>[DFAT to insert proposed meeting requirements]</i>
14.	Selection criteria Please note the importance of responding to this Selection Criteria.	<i>[if required, include selection criteria, including details of any mandatory/weighted qualifications and experience. Alternatively, insert “Quotations will be evaluated on the basis of best value for money consistent with Commonwealth procurement policies”]</i>
15.	Other requirements	<i>[insert any other requirements]</i>

SCHEDULE 3B – SERVICES ORDER TEMPLATE**Services Order number – 81997/SO number [Insert]**

DT Global Asia Pacific Pty. Ltd. has offered under **clause 5** of the Deed of Standing Offer (the Deed) specified at item 1 below to provide the Services to DFAT. DFAT accepts this offer on the terms and conditions set out in the Deed and issues this Services Order in accordance with **clause 5** of the Deed. Any inconsistency between this Services Order and another document forming part of this Contract is to be resolved in accordance with **clause 5.5** of the Deed. Terms used but not defined in this Services Order have the meaning given to them in **Schedule 10** – Standard Contract Conditions to the Deed.

DFAT Representative	<i>[insert name and contact details]</i>
Contractor Representative	<i>[insert name and contact details]</i>

Item number	Description	Standard Contract Conditions clause reference	Details
1.	Deed No. and description	1.1	Deed of Standing Offer no. 81997 for the Partnerships for Infrastructure Program Phase 2
2.	<i>Not Used</i>		
3.	Initial Contract Period	1.1 and 2.1	<i>[insert term of Initial Services Order Period including the start date of that period – e.g. “12 months from [insert date]”]</i>
4.	Services Order Option Period	2.2	<i>[insert Services Order Option Period e.g., 2 periods each being 1 year in duration, including the start dates and end dates for each Services Order Option Period (from dd/mm/yyyy to dd/mm/yyyy). Otherwise insert 'not applicable']</i>
5.	Background	N/A	<i>[insert or As per Schedule 1 to this Services Order]</i>
6.	Services	1.1 and 4	<i>As per Schedule 1 to this Services Order</i>
7.	DFAT requirements	4	<i>As per Schedule 1 to this Services Order</i>
8.	Meetings		<i>As per Schedule 1 to this Services Order</i>
9.	Monitoring and Evaluation		<i>[insert as per Schedule 1 to this Services Order or Not applicable]</i>
10.	Reports	39	<i>As per Schedule 1 to this Services Order</i>
11.	Performance Standards / Key Performance Indicators	5	<i>As per Schedule 1 to this Services Order</i>
12.	Personnel	1.1 and 33	<i>[insert details of Personnel]</i>
13.	Subcontractors	34	<i>[insert names and ABNs of any Subcontractors. To avoid doubt, this will include any independent contractors engaged by the Contractor. Otherwise insert 'not applicable']</i>
14.	DFAT Material	1.1	<i>[insert specific Material to be provided to the Contractor by DFAT (if any) and any restrictions on the use of the Material. Otherwise insert 'not applicable']</i>
15.	DFAT Supplied Items	1.1	<i>[insert a description of DFAT Supplied Items to be provided to the Contractor or which it is required to procure. Otherwise insert 'not applicable']</i>

Item number	Description	Standard Contract Conditions clause reference	Details								
16.	Background IP	1.1 and 9.1	[insert a description of any specific Background IP. Otherwise insert 'not applicable']								
17.	Payment – Fees, including any Payment Milestones	41	As per Schedule 2 to this Services Order								
18.	Additional/higher level of Insurance	8.9	[insert details or otherwise No additional insurances required]								
19.	Confidential Information	1.1 and 29	DFAT Confidential Information:<table><tr><th>Item</th><th>Period of Confidentiality</th></tr><tr><td>DFAT Data</td><td>Perpetual</td></tr></table> Contractor Confidential Information:<table><tr><th>Item</th><th>Period of Confidentiality</th></tr><tr><td>[insert relevant items]</td><td></td></tr></table>	Item	Period of Confidentiality	DFAT Data	Perpetual	Item	Period of Confidentiality	[insert relevant items]	
Item	Period of Confidentiality										
DFAT Data	Perpetual										
Item	Period of Confidentiality										
[insert relevant items]											
20.	Limitation of liability amount	11	[insert details or otherwise insert 'not applicable']								
21.	Additional security requirements; level of security clearances required; and police checks	27	All security requirements set out in the latest version of the Security Plan as approved by DFAT from time to time pursuant to the first Service Order to be entered into under the Deed. [insert details of: (a) any other security requirements additional to those set out in clause 27; (b) security clearances to be held by Contractor Personnel; and (c) police checks (if required).]								
22.	Address for invoices		[insert name and position of person to receive invoices] [insert postal address] [insert physical address] or by email to: [insert email address if used, otherwise insert 'not applicable']								
23.	Notices	21	DFAT [insert name and position of person to receive Notices] [insert postal address] [insert physical address] [insert email address] Contractor [insert name and position of person to receive Notices] [insert postal address] [insert physical address] [insert email address]								

EXECUTED as a CONTRACT

SIGNED for and on behalf of the
COMMONWEALTH OF AUSTRALIA represented by
the Department of Foreign Affairs and Trade, ABN
47 065 634 525, by:

.....
*(Name of authorised DFAT representative in block
letters)*
as authorised representative for **DFAT** in the
presence of:

.....
(Signature of witness)

.....
(Name of witness in block letters)

Date:

SIGNED for the **DT GLOBAL ASIA PACIFIC PTY. LTD.**
in accordance with section 127(1) of the
Corporations Act 2001 (Cth) by:

.....
(Signature of director)

.....
(Name of director in block letters)

Date:

.....
(Signature of authorised DFAT representative)

.....
*(Signature of director/company secretary**
*(*delete whichever is not applicable))*

.....
(Name of director/company secretary in block
letters (*delete whichever is not applicable))*

Date:

Schedule 1 to Services Order 81997/# (Template) – Statement of Requirements

Note: this Schedule will provide an outline of the specific requirements of the Services Order. Amend template as may be necessary.

1. STAKEHOLDERS

1.1 [insert]

2. PROGRAM GOVERNANCE**Oversight Mechanism**

2.1 [insert]

Committees

2.2 [insert]

3. SERVICES

3.1 The Contractor will deliver **ongoing activities** from the program core management services, as described in the Deed and further details outlined in this Statement of Requirements:

a. *[insert details of services as required]*

4. PERSONNEL**4.1 Long Term Personnel**

- a. Program Manager
- b. Adviser
- c. Adviser

Short Term Personnel

- a. Specialist

5. REPORTING

5.1 During the Contract Period, the Contractor must deliver the following Deliverables as electronic documents unless specified otherwise by DFAT in writing:

Table 1: Reports

REPORT TYPE	DESCRIPTION	DUE DATE
Inception Plan	Summary Mobilisation tasks / Deliverables Key Issues and Solutions for DFAT's attention	
Handover Plan	Refer to Deed for details. Transition plan will include all the functions to be performed to hand over the contract	
Completion Report	Summary of the achievements of the program throughout its entire operation, including summaries of all Annual Reports and include lessons learned and recommendations	

REPORT TYPE	DESCRIPTION	DUE DATE

5.2 All Deliverables 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 and program outcomes;
- (d) comply with the Digital Transformation Agency Accessibility and Inclusivity Content Guide;
- (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 prepared to be published on the DFAT or program website, ensuring any sensitive information is easily redacted (i.e. included in annexes);
- (h) be provided at the time specified in this Schedule; and
- (i) be provided in accordance with the specification under the Deed.

5.3 The Contractor must submit each Deliverable in Table 1 to DFAT for DFAT's consideration by the due date specified in that Table. After receiving each Deliverable, DFAT may notify the Contractor either that DFAT:

- (a) approves; or
- (b) does not approve

the relevant Deliverable.

5.4 If DFAT gives notice under **clause 5.3(b)** of this schedule, then DFAT will provide reasonable details of why it does not approve the relevant Deliverable, and the Contractor must promptly take all reasonable action to address those reasons and resubmit the Deliverable (or the relevant part of it) in accordance with **clause 5.3** of this Schedule.

5.5 Except as otherwise specifically agreed in writing by DFAT, the Contractor must comply (and otherwise act in accordance) with all Deliverables as approved by DFAT under **clause 5.3** of this Schedule. Nothing in this **clause 5.5** limits any other obligation of the Contractor under this Contract or at Law.

5.6 Dates and Deliverables may change by written agreement between the Parties.

6 MEETINGS

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

Table 2: Meeting Attendance

MEETING TYPE	LOCATION	DATE

MEETING TYPE	LOCATION	DATE

6.2 The above meeting schedule will be reviewed and may be amended with the written agreement of DFAT.

6.3 The Contractor must participate in ad hoc meetings as requested by DFAT.

7 CONTRACT MILESTONES

Table 3: Milestones

#	MILESTONE DESCRIPTION	MEANS OF VERIFICATION	DELIVERY DATE
1.			
2.			
3.			

Schedule 2 to Services Order 81997/# (Template) – Payment

Note: this Schedule will provide an outline of the specific costs associated with the Services Order. Amend template as may be necessary.

1 MAXIMUM AMOUNT PAYABLE

- 1.1 The maximum amount payable by DFAT to the Contractor for the provision of the Services under this Contract will not exceed the sum of **\$XX plus GST** if any up to a maximum amount of **\$XX**. DFAT will not be liable for any Costs or expenditure incurred by the Contractor in excess of this amount.
- 1.2 The maximum amount payable is comprised of the following items:

Table 1: Maximum Amount Payable (exclusive of GST)

Row	Cost Category	Totals (AUD)
1	Management Fees	0
2	Personnel Costs including: i. Long Term Personnel Costs; ii. Short Term Personnel Costs	0 0
3	Long Term Personnel Support Costs	0
4	Operational Costs	0
5	Program Activity Costs	0
	Maximum Amount Payable	0

- 1.3 Funds may be moved between cost categories 2 to 5 in Table 1 of this Schedule 2 with DFAT's prior written approval. For clarity, any approved movement of funds under this paragraph changes the maximum amounts payable for the relevant cost categories.
- 1.4 Any increase to the management fee in Table 1 and Table 2 of this Schedule 2 will require:
- (a) The Contractor to provide DFAT with reasonable evidence of an unforeseen change in circumstances since the Services Start Date;
 - (b) DFAT delegate's approval; and
 - (c) Contract amendment under clause 15 of Schedule 10 – Standard Contract Conditions.

2 MANAGEMENT FEES

- 2.1 **The maximum amount payable to the Contractor in management fees will not exceed the sum of AUD \$XX plus GST.**

[DRAFTING NOTE: The management fees for each Services Order will be negotiated on a case-by-case basis as either a fixed fee or as a percentage of the maximum amount payable to the Contractor for the provision of the Services under the given Services Order.]

- 2.2 The management fee is comprised of the following:

s 47G(1)(b)

- (b) financial management costs, including the cost of financial charges (e.g. bank charges, transaction fees, currency conversion costs, and any other financial service fees);
s 47G(1)(b)

- (f) costs of complying with the Contractor's reporting and liaison obligations under this Contract;
(g) costs associated with all Contractor Personnel briefings, capacity development and training in Australia or in-country;

s 47G(1)(b)

- (i) costs associated with the Contractor's consortium for this Contract;
(j) costs, including domestic and international travel, accommodation, per diems and local transport costs where required for Contractor Personnel located in the Contractor's head office (including such costs for the Contractor Representative);
(k) any other overheads required to provide the Services in accordance with the Contract (except to the extent that they are covered by any other costs payable by DFAT under this Schedule 2);
(l) all escalators for the management fees for the term of the Contract Period; and
(m) any allowance for risks and contingencies.

2.12 DFAT will pay the management fees as per **Table 2** of this **Schedule 2** on receipt of a correctly rendered invoice:

Table 2: Payment Types for Management Fee (AUD, excluding GST)

Payment Type	Item	Year 1 xx to xx [x months] (AUD)	Year 2 xx to xx [x months] (AUD)	Year 3 xx to xx [x months] (AUD)	Columns to be added as required	Maximum Amount Payable (AUD)
Milestone	<i>(Milestone 1 description)</i>					
	<i>(Milestone 2 description etc)</i>					
Payment by Results (if any)	<i>(PBR item 1)</i>					
	<i>(PBR item 2)</i>					
Partner Performance Assessment (PPA)	<i>PPA based payment*</i>					
TOTAL						

*Table 2 Note: in accordance with **Schedule 2, clause 2.11** of this Services Order, PPA payments will be paid in accordance with the percentage (%) payable based on the overall PPA rating for that eligible period.

PAYMENT BY CONTRACT MILESTONES

- 2.13 DFAT will pay the management fees by Contract Milestones subject to the Contractor's satisfactory achievement of the relevant milestone(s) based on the verifiable indicators, as set out in **Table 2** of this **Schedule 2** on receipt of a correctly rendered invoice.
- 2.14 If a Milestone is DFAT's acceptance of a report, DFAT shall not be obliged to make the Milestone Payment until all of the outputs to be achieved by the Contractor in the period covered by the report have been achieved.

PAYMENT BY PROGRAM OUTCOME/RESULTS

- 2.15 The Program Outcome/Results will build on those identified by the Contractor listed in **Table 2** of this **Schedule 2** and as agreed to by DFAT. These shall be documented in the relevant Annual Work Plan, as well as outlining the indicator based on DFAT's *Monitoring Evaluation and Learning Standards*, the process for determining achievement of the result, the due date for achievement of the result, payment amount and threshold for partial payments, if applicable.
- 2.16 Payment by Program Outcomes/Results will rely on the Monitoring and Results Measurement System for validation, and any annual reviews, audits, evaluations including independent assessments DFAT agrees.
- 2.17 In the event DFAT deems there to have been significant external events that are outside of DFAT's and the Contractor's control, alternative milestones and indicators will be agreed.
- 2.18 DFAT will pay the Management Fees by Program Outcome/Results progressively, within one month of a correctly rendered invoice following satisfactory achievement of the relevant results as documented in the relevant Annual Work Plan.

PAYMENT BY PARTNER PERFORMANCE ASSESSMENTS

- 2.19 Payment by Partner Performance Assessments (PAA) is subject to the PAAs to be conducted during the Contract Period with the applicable payable amount subject to **Table 2** of this **Schedule 2**.
- 2.20 The applicable payable amount is subject to the average PPA rating that will be determined by calculating the sum of all performance ratings and dividing it by the total number of performance criteria.

s 47G(1)(a)

3 PERSONNEL COSTS

- 3.1 Personnel Costs, refer to salaries, wages, superannuation, leave entitlements (for Long-term Personnel), and other employment-related expenses for staff employed by the Contractor Personnel or its Subcontractors.
- 3.2 Contractor Personnel rates must be exclusive of:
- (a) any profit, overheads, administration or management fee, or any other mark-up/margins by the Contractor; and
 - (b) any Foreign VAT.
- 3.3 Annual leave accrued by Contractor Personnel during the Project shall be deemed to be taken in the twelve (12) month period it falls due and cannot be accumulated or paid out unless local labour law requires otherwise. Personal Leave may be accrued over the Contract Period; however, will not be paid out unless local labour law requires. The Contractor will manage its resourcing, including personnel and its leave, so as to not affect the delivery of the Services.
- 3.4 Personnel Rates are based on a working day of at least eight (8) hours. The Contractor is not entitled to claim for additional Personnel Costs if they work more than eight (8) hours per working day, unless prior written agreement is provided by DFAT.
- 3.5 The Contractor shall be paid for the lesser of actual number of days/months' work undertaken by its Personnel or the maximum values specified in **Table 1** to this **Schedule 2**. The Contractor must keep verifiable records to enable verification of actual time spent providing the Services.
- 3.6 Personnel Costs in **Table 1** to this **Schedule 2** may be reallocated between positions and across years within the maximum amount payable limit with prior written approval from DFAT.

- 3.7 DFAT will pay the Contractor for Personnel Costs at the end of each one (1) month period on a reimbursable basis in arrears subject to receipt of a correctly rendered invoice.
- 3.8 Personnel costs includes fees for Short-term and Long-term personnel categorised as Contractor Costs in **Clause 1.2 – Table 1** of this **Schedule 2**.

s 47G(1)(b)

SHORT TERM PERSONNEL

- 3.10 For Short-term Personnel, DFAT will pay the Contractor under this Services Order the person's daily remuneration rate, which may include but is not limited to:
- (a) base salary, plus any other entitlements in line with local labour laws (if applicable);
 - (b) Superannuation Guarantee Contribution or equivalent local contribution, in line with any local labour law; and
 - (c) all agreed salary increases for the Contract Period (in accordance with 3.9 above).

LONG TERM PERSONNEL

- 3.11 For Long-term Personnel, DFAT will pay the Contractor the person's monthly remuneration rate, which may include but is not limited to:
- (a) base salary and agreed allowances;
 - (b) Superannuation Guarantee Contribution or equivalent local contribution, in line with any local labour law, if any;
- s 47G(1)(b)**
- (d) agreed annual and personal leave;
 - (e) agreed public holidays;
 - (f) private transport costs; and
 - (g) all agreed salary increases for the Contract Period (in accordance with 3.9 above).

4 LONG TERM PERSONNEL SUPPORT COSTS

- 4.1 DFAT will pay the Contractor Long Term Personnel support costs for Contractor Personnel (and their dependants) at the end of each one (1) month period on a reimbursable basis in arrears subject to receipt of a correctly rendered invoice.
- 4.2 Long Term Personnel support costs may include, but are not limited to the following:
- (a) all reasonable one-off mobilisation and demobilisation costs or expenses in line with the United Nations Daily Subsistence (<https://icsc.un.org/Home/DailySubsistence>) (unless otherwise agreed by the Parties in writing), including any necessary medical clearances and inoculations; medical insurance, visas, uplift of effects, quarantine costs, storage; and one return economy class flight from and to the same 'home' location and associated travel costs (to and from airport, transit costs, per diem, accommodation), including for any dependants;
 - (b) pre-approved travel and related costs associated with visa runs or visa arrangements;
 - (c) housing costs, including expenses associated with rental accommodation for long-term, non-local Contractor Personnel (Contractor Personnel with partners who are already in receipt of an expatriate accommodation allowance will not be eligible for reimbursement of housing costs). Housing costs for local Personnel who are required to relocate in-country would be subject to DFAT approval and be agreed on a case by case basis;
 - (d) dependants: expenses associated with the costs of dependent children including education, if applicable;

- (e) reasonable security costs, if any;
- (f) associated costs such as medical insurances costs for locally engaged Contractor Personnel as agreed with DFAT and other expenses related to any adaption adjustments for Contractor Personnel or dependants with disabilities;

s 47G(1)(b)

5 OPERATIONAL COSTS

- 5.1 DFAT will pay the Contractor under each Services Order for operational costs specified in **Table 1 of Schedule 2** for each Services Order at the end of each one (1) month period on a reimbursable basis in arrears subject to receipt of a correctly rendered invoice.
- 5.2 The Contractor must retain all receipts for all expenditure items claimed for reimbursement for audit purposes.
- 5.3 Operational costs include, but are not limited to:
- (a) office furniture;
 - (b) office fit-out costs / running costs / office rent / utilities;
 - (c) IT equipment and running costs (including management information systems) / communications including reasonable work-related communication costs for Contractor Personnel;
 - (d) office consumables;
 - (e) recruitment costs;
 - (f) staff meeting costs;
 - (g) any necessary medical clearances for locally engaged Contractor Personnel;
 - (h) Economy class travel costs relating solely to the provision of the Services (airfare, visa, travel to and from airport, transit costs, per diem, accommodation) in line with the United Nations Daily Subsistence (<https://icsc.un.org/Home/DailySubsistence>), unless otherwise agreed by the Parties in writing (but excludes travel costs for Contractor Personnel located in the Contractor's head office covered by clause 2.2(j) under this Schedule 2);

s 47G(1)(b)

- (j) any other costs as agreed in writing with DFAT.

6 PROGRAM ACTIVITY COSTS

- 6.1 Activity Costs refers to direct expenses incurred in the execution of approved P4I-2 activities. All costs must be reasonable, appropriately documented, and directly attributable to the delivery of the activity as outlined in the approved activity scope of work. Eligible Activity Costs may include, but are not limited to:
- (a) Travel and accommodation expenses directly related to implementing the activities (but excludes travel costs for Contractor Personnel located in the Contractor's head office covered by clause 2.2(j) under this Schedule 2;
 - (b) Venue hire, catering, and equipment rental for events, workshops, or training sessions;
 - (c) Materials, equipment, supplies, and consumables used exclusively for activity delivery
 - (d) Professional services and Contractor Personnel (e.g., consultants, facilitators) engaged for activity-specific tasks;
 - (e) Communication and promotional costs directly associated with the activity;

- (f) Technology and software required for activity implementation;
 - (g) Evaluation and reporting costs directly linked to activity outcomes;
 - (h) The delivery of Grants (excluding Contractor Personnel hired to manage the Grants rounds); and
- s 47G(1)(b)

- 6.2 The Contractor must ensure all Subcontracts, Grants and associated tasking notes relevant to activities delivered under this Contract identify deliverables and payment milestones (including acceptance criteria, due dates, and evidence requirements). For each Subcontracted Deliverable/Milestone:
- (a) The Contractor must review evidence provided by the Subcontractor sufficient to demonstrate completion in accordance with the acceptance criteria, which may include: technical artefacts, reports, implementation records, beneficiary or stakeholder feedback, or any other agreed evidence.
 - (b) The Contractor must assess and verify such evidence in writing, confirming whether acceptance criteria have been met.
 - (c) The Contractor must not approve any Subcontractor invoice unless the verification in the above 6.2(b) is complete and supports acceptance.
- 6.3 The maximum amount payable by DFAT for activity costs is specified in **Table 1** of this **Schedule 2**.
- 6.4 DFAT will reimburse the Contractor at actual cost for Program Activity costs at the end of each one (1) month period on a reimbursable basis in arrears subject to receipt of a correctly rendered invoice.
- 6.5 The activities to be funded from this line-item will be determined in the P4I-2 work plans under this Services Order and in accordance with the P4I-2 governance and management arrangements set out in the first Services Orders entered into under the Deed. Any required amendments to a work plan under this Services Order will be agreed by both Parties in writing.

7 FOREIGN TAX

- 7.1 Except as expressly stated otherwise in this **Schedule 2**, the Contractor acknowledges and agrees that nothing in this **Schedule 2** entitles the Contractor to claim from DFAT any value added tax, goods and services tax or other tax incurred in any Partner Country (whether paid directly to the Partner Country or to any Contractor Personnel).

8 CLAIMS FOR PAYMENT

- 8.1 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 this Contract.
- 8.2 If requested by DFAT, for payment verification purposes, the Contractor must provide DFAT with appropriate documentation (as reasonably required by DFAT) to support each claim under this **Schedule 2**.
- 8.3 All claims for payment must be addressed to:
- Chief Finance Officer
Department of Foreign Affairs and Trade
RG Casey Building
John McEwen Crescent
Barton ACT 0221

- 8.4 Tax invoices will be sent to accounts.payable@dfat.gov.au with a copy to the DFAT Activity Manager. 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>.

SCHEDULE 4 – NOT USED

SCHEDULE 5 – PERFORMANCE GUARANTEE

Not Used

SCHEDULE 6 – PARTNER PERFORMANCE ASSESSMENT

Note:

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 Business Days to endorse the ratings. PPAs must be approved by a relevant DFAT EL2 officer or above and uploaded onto AidWorks. This Smart PDF form can be directly uploaded into AidWorks. If you have any questions, please contact for contractor.performance@dfat.gov.au.

The Partner Performance Assessment template is available on the DFAT website at

<https://dfat.gov.au/about-us/business-opportunities/Pages/resources.aspx>

SCHEDULE 7 – ADVISER PERFORMANCE ASSESSMENT

The Adviser Performance Assessment template is available on the DFAT website at

<https://dfat.gov.au/about-us/business-opportunities/Pages/resources.aspx>

SCHEDULE 8 – DEED OF CONFIDENTIALITY

Australian Government
Department of Foreign Affairs and Trade

THIS DEED POLL is made on the _____ day of _____ 20____

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

BY [insert name of person making this Deed Poll], of [insert address],

RECITALS

- A. DFAT and [insert name of Contractor] (the "Contractor") have entered into a contract pursuant to **clause 5.4** of the Deed of Standing Offer for the provision of services relating to the Partnerships for Infrastructure Program Phase 2 (Deed No.81997 by signing a Services Order (No. [insert number]) dated [insert date] for the provision of certain Services ("**Contract**").
- B. I will be engaged directly or indirectly by the Contractor in connection with the performance of the Contract and may be delivering Services at DFAT's premises.
- C. In the course of performing the Services to be provided under the Contract, I may have access to DFAT's Confidential Information.
- D. I understand that the improper use or disclosure of the DFAT's Confidential Information may damage DFAT and impair its ability to perform its functions.
- E. DFAT therefore requires me to execute this Deed Poll to ensure that the Confidential Information is protected by me.

OPERATIVE PART**1. DEFINITIONS**

In this Deed Poll, unless the contrary intention appears:

Business Day means any day that is not a Saturday, Sunday or a public holiday recognised in the place of receipt of the relevant notice.

Confidential Information means information that:

- (a) is by its nature confidential;
 - (b) is designated by DFAT as confidential; or
 - (c) I know or ought to know is confidential,
and includes to the extent that it is confidential:
 - (d) information comprised in or relating to any Intellectual Property of DFAT or third parties where the third-party Intellectual Property is made available by or on behalf of DFAT;
 - (e) information relating to the internal management and structure of the Department of Foreign Affairs and Trade, DFAT or the Commonwealth of Australia;
 - (f) Data; and
 - (g) personal information under the *Privacy Act 1988*;
- but does not include information which:

- (h) is or becomes public knowledge other than by breach of this Deed or other obligation of confidentiality; or
- (i) has been independently developed or acquired by the Recipient as established by written evidence.

Contract means the contract referred to in Recital A.

Data includes any information provided to the Contractor under the 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.

Deed of Standing Offer means the Deed of Standing Offer for the provision of [insert details] (Deed No. [insert]) dated [insert date].

Intellectual Property Rights means all intellectual property rights, including but not limited to, the following rights:

- (a) patents, copyright, rights in circuit layouts, designs, trade marks (including goodwill in those marks), domain names;
- (b) any application or right to apply for registration of any of the rights referred to in paragraph (a); and
- (c) all rights of a similar nature to any of the rights in paragraphs (a) and (b) which may subsist in Australia or elsewhere, whether or not such rights are registered or capable of being registered.

Services means the services to be performed by me under a Services Order.

Services Order means an order placed by DFAT with the Contractor in accordance with the Standing Offer Terms.

Standing Offer Terms means the terms of the Deed of Standing Offer.

2. INTERPRETATION

2.1 In this Deed Poll, unless the contrary intention appears:

- (a) words importing a gender include any other gender;
- (b) words in the singular include the plural and words in the plural include the singular;
- (c) clause headings are inserted for convenient reference only and have no effect in limiting or extending the language of provisions to which they refer;
- (d) words importing persons include a partnership and a body whether corporate or otherwise; and
- (e) where any word or phrase is given a defined meaning, any other part of speech or other grammatical form in respect of that word or phrase has a corresponding meaning.

3. NON DISCLOSURE

- 3.1 I have been notified, in writing, of all Confidential Information described in the Services Order.
- 3.2 I will treat as secret and confidential all Confidential Information to which I have access, or which is disclosed to me.
- 3.3 I will not disclose any Confidential Information to any person without the prior written consent of DFAT.
- 3.4 If DFAT grants its consent for me to disclose Confidential Information, it may impose conditions on that consent. In particular, DFAT may require that I obtain the execution of a Deed Poll in these terms by the person to whom I propose to disclose the Confidential Information.
- 3.5 My obligations under this Deed Poll will not be taken to have been breached where I am legally required to disclose the Confidential Information.

4. RESTRICTION ON USE

- 4.1 I will use the Confidential Information only for the purpose of my duties in respect of performance of the Contractor's obligations under the Contract.
- 4.2 I will not copy or record the Confidential Information without the approval of DFAT.
- 4.3 Subject to **clause 3.3**, I will not allow any other person other than DFAT access to the Confidential Information.
- 4.4 I will take all necessary precautions to prevent accidental disclosure or, unauthorised access to or copying of the Confidential Information in my control.
- 4.5 Despite **clause 3.5**, if I am required or anticipate or have cause to anticipate that I may be required by law, to disclose Confidential Information, I must immediately notify DFAT of the actual or anticipated requirement and use my best endeavours (without breach of applicable law) to delay and withhold disclosure until DFAT has had a reasonable opportunity to oppose disclosure by lawful means.

5. POWERS OF DFAT

- 5.1 Immediately upon request by DFAT, I must deliver to DFAT all documents in my possession or control containing Confidential Information.
- 5.2 If at the time of such a request I am aware that documents containing Confidential Information are beyond my possession or control, then I must provide full details of the location of the documents and the identity of the person who has control of them.

6. ACKNOWLEDGEMENT

- 6.1 I acknowledge that any breach by me of this Deed Poll may damage DFAT and impair its ability to perform its functions.
- 6.2 Without limiting anything contained in this Deed Poll, I acknowledge that my attention has been drawn to the following legislative provisions which may have application to my handling of Confidential Information:
- (a) Part 5.6 (Secrecy of information) of the *Criminal Code Act 1995* (Cth);
 - (b) Part 10.7 of the *Criminal Code Act 1995* (Cth); and
 - (c) the *Privacy Act 1988* (Cth).

7. RELEASE IN RELATION TO INTELLECTUAL PROPERTY RIGHTS

- 7.1 I make no claim to Intellectual Property Rights in any material developed for DFAT under the Contract, and I acknowledge that such Intellectual Property Rights are dealt with, as between DFAT and the Contractor, as provided under the Contract.
- 7.2 I agree to join in and execute any further instrument which may be necessary to give effect to this **clause 7**.

8. CONSENT TO MORAL RIGHTS

- 8.1 In this **clause 8** 'Moral Rights' includes the following rights of an author of copyright material:
- (a) the right of attribution of authorship;
 - (b) the right of integrity of authorship; and
 - (c) the right not to have authorship falsely attributed.
- 8.2 In this **clause 8** 'Specified Acts' in relation to any copyright material, means the following classes or types of acts or omissions:
- (a) those which would, but for this clause, infringe the author's right of attribution of authorship; and
 - (b) those which would, but for this clause, infringe the author's right of integrity of authorship,
- but does not include:
- (c) those which would infringe the author's right not to have authorship falsely attributed.
-

8.3 I hereby consent to the Specified Acts (whether occurring before or after this consent is given) in relation to any copyright material developed under the Contract of which I am the author.

9. **DECLARATION AS TO CONFLICT OF INTEREST**

9.1 In this **clause 9**, 'Conflict of Interest' means any circumstances in which the interests or personal circumstances of myself could influence, or could appear to influence my performance of duties or functions assigned to me under a Services Order in a manner detrimental to DFAT.

9.2 I warrant that, to the best of my knowledge after making diligent inquiry, at the date of this Deed Poll no Conflict of Interest exists or is likely to arise in the performance of the Services.

9.3 If, during the period of the Contract a Conflict of Interest arises, or appears likely to arise, I must:

- (a) notify DFAT immediately;
- (b) make full disclosure of all relevant information relating to the Conflict of Interest; and
- (c) take any steps DFAT reasonably requires to resolve or otherwise deal with the Conflict of Interest.

10. **CONDUCT ON DFAT PREMISES**

10.1 When using DFAT's premises I will comply with all reasonable directions of DFAT, including but not limited to documented procedures relating to work health, safety and security in effect at those premises. This obligation extends to all procedures which are notified to me by DFAT or which might reasonably be inferred by me in the circumstances.

10.2 In addition to the requirements in the preceding paragraph, I agree that when working on DFAT's premises I will comply with all applicable Commonwealth, State and local government laws, regulations and procedures relating to work health and safety in connection with the performance of my duties in respect of the Contract.

11. **NOTICES**

11.1 A notice, request or other communication will be deemed to have been received by me if it is in writing, marked to my attention and delivered or posted to my address for notices set out in **clause 11.3** below.

11.2 A notice is deemed effective:

- (a) if delivered by hand, upon delivery;
- (b) if posted by pre-paid ordinary post within Australia, upon the expiration of two (2) Business Days following the date upon which it was posted;
- (c) if posted by airmail from one country to another, upon the expiration of eight (8) Business Days following the date upon which it was posted; and
- (d) if transmitted electronically or by facsimile, on receipt by the sender of an electronic or facsimile acknowledgement that the Notice has been properly transmitted to the recipient.

11.3 My address for notices is set out below:

Physical address:	
Postal address:	
Fax number:	
Email address:	

12. **MISCELLANEOUS**

12.1 This Deed Poll records the entire agreement between the parties in relation to its subject matter.

12.2 No variation of this Deed Poll is binding unless it is agreed in writing between the parties.

12.3 Any reading down or severance of a particular provision of this Deed Poll does not affect the other provisions of this Deed Poll.

- 12.4 No failure by DFAT to exercise, or delay by DFAT in exercising, any right in respect of this Deed operates as a waiver of that right.
- 12.5 A single or partial exercise by DFAT of any right in respect of this Deed does not prevent the further exercise of that right or of any other right in respect of this Deed.
13. **SURVIVAL OF OBLIGATIONS**
- 13.1 The provisions of this Deed Poll (other than clause 9) will survive the expiration or earlier termination of the Contract.
14. **APPLICABLE LAW**
- 14.1 This Deed will be governed in accordance with the law in the Australian Capital Territory.

EXECUTED as a Deed Poll.

SIGNED, SEALED AND DELIVERED, by [insert name] in the presence of:)
) Signature of
)

.....
 Signature of witness

.....
 Name of witness
(Print)

Date:

SCHEDULE 9 – CONFIDENTIAL INFORMATION

Not used

SCHEDULE 10 – STANDARD CONTRACT CONDITIONS**1. DEFINITIONS AND INTERPRETATION****1.1. Definitions**

In this Contract, except where the contrary intention is expressed, the following definitions are used:

AI System means the machine-based system that, for explicit or implicit objectives, infers, from the input it receives, how to generate outputs such as predictions, content, recommendations, or decisions that can influence physical or virtual environments. Different AI Systems vary in their levels of autonomy and adaptiveness after deployment.

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

Australian Privacy Principle(s) has the same meaning as it has in the Privacy Act.

Background IP means Material (whether owned by the Contractor or a third party) that is in existence at the Services Start Date or is subsequently brought into existence other than as a result of the performance of this Contract, and is embodied in, or attaches to, the Contract Material or Services or is otherwise necessarily related to the performance, functioning or operation of the Services. Background IP includes any IP in Material specified in **item 16** of the Services Order.

Banned AI System has the meaning given in **clause 26C.8**.

Business Day any day that is not a Saturday, Sunday or a public holiday recognised in Canberra, Australian Capital Territory, Australia.

Change in Control means, in relation to a body corporate, where the power (whether formal or informal, whether or not having legal or equitable force, whether or not based on legal or equitable rights and whether direct or indirect, including through one or more entities):

- (a) to control more than half of the voting power of the body;
- (b) to control the composition of the board of directors of the body; or
- (c) to control more than half of the issued share capital of the body, excluding any part of it which carries no right to participate beyond a specified amount in the distribution of either profit or capital,

resides with persons other than those holding that power on the Services Start Date.

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.

Commonwealth means the Commonwealth of Australia.

Commonwealth Grant Rules and Principles means the principles made from time to time under section 105C of the PGPA Act.

Commonwealth Procurement Rules ('CPRs') means the Rules made from time to time under section 105B(1) of the PGPA Act.

Confidential Information means:

- (a) any information that is described in **item 19** (Confidential Information) of the Services Order; or
- (b) any other information that:
 - (i) is by its nature confidential; or
 - (ii) is listed for a Party in **Schedule 9** of the Deed; or
 - (iii) a Party knows or ought to know is confidential,

but does not include information that:

- (c) is or becomes public knowledge otherwise than by breach of this Contract;

(d) is in possession of a Party without restriction in relation to disclosure before the date of receipt; or

(e) has been independently developed or acquired by the receiving Party.

Contract means this agreement between DFAT and the Contractor, as varied from time to time in accordance with **clause 15** (Amendment).

Contract Material means all Material brought into existence in the course of the Contractor's performance of this Contract (whether by the Contractor or its Personnel), including documents, visual data, information, text and data stored by any means.

Contract Period means the Initial Contract Period plus any extension in accordance with **clause 2.2**.

Contractor Representative means the person identified in the Services Order or, if no person is identified in the Services Order, in the Details Schedule of the Deed.

Corporations Act means the *Corporations Act 2001* (Cth).

Criminal Code Act List means the lists of organisations that are specified as a 'terrorist organisation' or 'state sponsor of terrorism' through regulations made under the *Criminal Code Act 1995* as publicised on the Australian National Security website from time to time: <https://www.nationalsecurity.gov.au/what-australia-is-doing/terrorist-organisations/listed-terrorist-organisations> and <https://www.nationalsecurity.gov.au/what-australia-is-doing/state-sponsors-of-terrorism/listed-state-sponsors-of-terrorism>.

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.

day means a calendar day.

Deed means the deed of standing offer between the DFAT and the Contractor pursuant to which the Parties have entered into this Contract.

Deliverable means any Contract Material or other item or element of a Service to be provided by the Contractor under this Contract.

DFAT means the Department of Foreign Affairs and Trade.

DFAT Consolidated List means the list of all persons and entities subject to targeted financial sanctions or travel bans under Australian sanctions laws available on DFAT's website: <https://dfat.gov.au/international-relations/security/sanctions/Pages/consolidated-list.aspx>.

DFAT Data means any data and information relating to or concerning DFAT, and its operations, facilities, customers, personnel, assets and programs (including Personal Information) in whatever form that information may exist and whether entered into, stored in, generated by or processed through software or equipment by or on behalf of DFAT.

DFAT Material means any Material provided to the Contractor by DFAT, including the Material (if any) specified in **item 14** of the Services Order.

DFAT Representative means the person identified in the Services Order, or if no person is identified in the Services Order, in the Details Schedule of the Deed.

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, and includes any such items listed in **item 15** of the Services Order.

Eligible Data Breach has the same meaning it has under the Privacy Act.

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

Fees means the fees for the Services set out in **Schedule 2** of the Services Order, which include management fees, Personnel Costs and other Reimbursable Costs.

Force Majeure Event includes acts of god or war, 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.

Foreign Country means a Partner Country other than Australia.

Foreign VAT means any goods and services tax or value added tax imposed under the laws of a Foreign Country, but does not include any related fines, interest or penalties.

Former DFAT Employee. Upon termination of employment, former DFAT officers should refrain from working on or advising in relation to a contract or grant agreement to which DFAT is, or is proposed to be, a party:

- (a) in which they were substantially involved in the design, preparation, appraisal, review, and or daily management while at DFAT; or
- (b) which substantially involves any employee of DFAT with whom they had significant contact or connection in the course of their employment within the 12 months prior to their separation from DFAT,

for a period of nine (9) months after their separation from DFAT (or any other maximum period contained under the terms and conditions of their engagement), unless DFAT has approved the engagement.

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

Fraud and Corruption Control Framework means the framework available on the Attorney-General's Department's website: <https://www.counterfraud.gov.au/learn-about-fraud-and-corruption-control-framework>.

General Obligations means the obligations in **clause 3.1**.

Goods means the parts, equipment, consumables or other items (if any) described in the Services Order or required to provide the Services.

Grant means an arrangement for the provision of financial assistance by, or on behalf of, the Contractor:

- (a) under which Relevant Money is to be paid to a grantee other than the Commonwealth; and
- (b) that is intended to help address one or more of DFAT's policy outcomes while assisting the grantee to achieve its objectives.

For the purposes of this definition, 'Relevant Money' means any money that DFAT has paid to the Contractor under this Contract.

Grant Recipient means the recipient of a Grant.

GST has the meaning that it has in the GST Act.

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

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

Initial Contract Period means the period for which this Contract is intended to continue, as specified in item 3 of the Services Order.

Intellectual Property Rights or IP means all present and future rights conferred by law in or in relation to any copyright (other than Moral Rights), trademarks, designs, patents, circuit layouts, plant varieties, business and domain names, inventions and Confidential Information, and other results of intellectual activity in the industrial, commercial, scientific, literary or artistic fields, whether or not registrable, registered or patentable.

These rights include:

- (a) all rights in all applications to register these rights;
- (b) all renewals and extensions of these rights; and
- (c) all rights in the nature of these rights, excluding Moral Rights.

Law means (as the context requires):

- (a) any applicable statute, regulation, by-law, ordinance or subordinate legislation in force from time to time in Australia (whether made by a State, Territory, the Commonwealth, or a local government, and includes the common law and rules of equity as applicable from time to time.); and
- (b) the applicable laws of any jurisdiction in which any part of the Services are performed.

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.

Moral Rights means rights of integrity of authorship, rights of attribution of authorship, rights not to have authorship falsely attributed, and rights of a similar nature conferred by statute in any jurisdiction in the world that may now exist or that may come to exist in relation to the work.

NAA means the National Archives of Australia.

Partner Country means the country/countries in which the Services are to be delivered as specified in **Schedule 1** (Statement of Requirements) of the Deed.

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

Party means DFAT or the Contractor.

PAYG means the same as in the *Taxation Administration Act 1953* (Cth).

Payment Milestone means a milestone identified in the Services Order for which the Contractor is entitled to receive a payment in accordance with this Contract.

Performance Standards means the performance standards in clause 5 and any standards specified in a Services Order.

Persistent Breach means three (3) or more breaches of the same Performance Standard as outlined in **clause 5** (Performance Standards) or any performance standards outlined in the Services Order in any Australian calendar year.

Personnel / Contractor Personnel means the Contractor's officers, employees, agents and Subcontractors (including their respective personnel), and includes Associates.

Personal Information means has the same meaning it has under the Privacy Act.

PGPA Act means the *Public Governance, Performance and Accountability Act 2013* (Cth).

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

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

Program Manual means the Program Manual to be developed by the Contractor under the first Services Order entered into under the Deed.

Project means the activity to be undertaken by the Contractor pursuant to this Contract.

Project Administration and Equipment means goods and services (such as office furniture, computers, vehicles, communications, utilities and office rent) required by the Contractor for the day-to-day administration of the Project.

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

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 will reimburse the Contractor as specified in **Schedule 2** of the Services Order. Reimbursable Costs consist of Personnel Costs, Personnel support costs, operational costs and program activity costs (Contractor's management fees are not included).

Relevant Employer has the meaning given to the term in the WGE Act.

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

RMG 411 refers to the Australian Government's Resource Management Guide on 'Grants, Procurements and other financial arrangements' found at <https://www.finance.gov.au/publications/resource-management-guides/grants-procurements-and-other-financial-arrangements-rmg-411>.

Satisfactory means meets the conditions set out in Part 6.b of the Shadow Economy Procurement Connected Policy or, if the circumstances in Part 6.c apply, the conditions set out in Part 8.b of the Shadow Economy Procurement Connected Policy.

Schedule means a schedule to the Deed.

Service Obligations means the obligations in **clause 4.1**.

Services means the services to be provided by the Contractor, as specified in item 6 of the Services Order and includes the Deliverables and any Goods.

Services Order means the Services Order substantially in the form of **Schedule 3B** (Services Order Template) and executed by the Parties in accordance with **clause 5** (Standing Offer) of the Deed giving rise to the formation of this Contract.

Services Start Date means the commencement date of the Initial Contract Period as specified in item 3 of the Services Order.

Shadow Economy Procurement Connected Policy means the *Shadow Economy Procurement Connected Policy – increasing the integrity of government procurement* available at <https://treasury.gov.au/policy-topics/economy/shadow-economy/procurement-connected-policy>.

Specified Acts has the same meaning as in **clause 9.2** of the Agreed Terms of the Deed.

Standard means a document, approved by a recognised body such as Standards Australia, the International Organisation for Standardisation, the International Electrotechnical Commission or the International Telecommunication Union, that provides, for common and repeated use, rules, guidelines or characteristics for goods or services, or related processes and production methods, with which compliance is not mandatory, unless the goods or services are subject to regulation by government.

Standard Contract Conditions means the contract conditions set out in this **Schedule 10** (Standard Contract Conditions) of this Deed that will be incorporated into any Contract.

Statement of Tax Record means a statement of tax record issued by the Australian Taxation Office following an application made in accordance with the process set out at: https://www.ato.gov.au/Business/Bus/Statement-of-tax-record/?page=1#Requesting_an_STR.

Subcontractor means any person, other than the Commonwealth, that, for the purposes of this Contract, furnishes goods or services to the Contractor or indirectly to the Contractor through another person; and **Subcontract** has a corresponding meaning.

Subcontractor Personnel means any officers, employees or agents of any Subcontractor.

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 GST Act.

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

Tender means the tender submitted by the Contractor together with accompanying documentation as an offer to provide the Services.

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.

Valid means valid in accordance with Part 7.e of the Shadow Economy Procurement Connected Policy.

WGE Act means *Workplace Gender Equality Act 2012* (Cth).

Wilful Default means 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.

World Bank List means the list of organisations maintained by the World Bank in its "Listing of Ineligible Firms and Individuals" of firms and individuals who are ineligible to be awarded a World Bank-financed contract because they have been sanctioned under the Bank's fraud and corruption policy (this list is currently available at) <https://www.worldbank.org/en/projects-operations/procurement/debarred-firms>.

Warranted Materials has the meaning given in **clause 9.8(a)**.

1.2. INTERPRETATION

In this Contract, except where the contrary intention is expressed:

- (a) the singular includes the plural and vice versa, and a gender includes other genders;
- (b) another grammatical form of a defined word or expression has a corresponding meaning;
- (c) a reference to a clause or paragraph is to a clause or paragraph of this Schedule 10;
- (d) a reference to a document or instrument includes the document or instrument as novated, altered, supplemented or replaced from time to time;
- (e) a reference to A\$, \$A, dollar or \$ is to Australian currency;
- (f) a reference to time is to Canberra, Australia time;
- (g) a reference to a party is to a Party to this Contract, and a reference to a Party to a document includes the Party's executors, administrators, successors and permitted assignees and substitutes;
- (h) a reference to a person includes a natural person, partnership, body corporate, association, governmental or local authority or agency or other entity;
- (i) a reference to a statute, ordinance, code or other law includes regulations and other instruments under it and consolidations, amendments, re-enactments or replacements of any of them;
- (j) the meaning of general words is not limited by specific examples introduced by including, for example or similar expressions;
- (k) any agreement, representation, warranty or indemnity by two or more parties (including where two or more persons are included in the same defined term) binds them jointly and severally;
- (l) any agreement, representation, warranty or indemnity in favour of two or more parties (including where two or more persons are included in the same defined term) is for the benefit of them jointly and severally;
- (m) a rule of construction does not apply to the disadvantage of a Party because the Party was responsible for the preparation of this Contract or any part of it;
- (n) if a day on or by which an obligation must be performed or an event must occur (other than Services) is not a Business Day, the obligation must be performed, or the event must occur on or by the next Business Day; and
- (o) headings are for ease of reference only and do not affect interpretation.

1.3. COMPLETION OF SERVICES ORDER

To the extent that the Parties have not completed items in the Services Order, unless otherwise stated in the Services Order, those items will be taken to be 'not applicable' for the purpose of this Contract.

2. DURATION OF CONTRACT

2.1. Contract Period

This Contract begins on the Services Start Date and continues for the duration of the Contract Period unless terminated in accordance with **clause 50 or 51**.

2.2. Option to extend Contract Period

- (a) The Contract Period may be extended by DFAT for further period(s), specified in **item 4** of the Services Order (each a **Contract Option Period**), on the terms and conditions then in effect, by giving written notice to the Contractor. Such notice must be given at least 60 days before the end of the current Contract Period (**Contract Option Notice Period**).
- (b) Any extension in accordance with this **clause 2.2** takes effect from the end of the then current Contract Period.

3. GENERAL OBLIGATIONS OF THE CONTRACTOR**3.1. The Contractor will, at all times:**

- (a) act reasonably in performing its obligations and exercising its rights under this Contract; and
- (b) diligently perform its obligations under this Contract.

4. PROVISION OF SERVICES**4.1. Service obligations**

The Contractor must:

- (a) provide DFAT with the Services described in the Services Order, 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 goods and/or services as DFAT may request;
- (c) ensure the adequacy and lawfulness of any workers' compensation insurance for its Personnel, both in Australia, and in any relevant Country it operates in;
- (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 4.1**; and
- (e) where an international standard (or an Australian standard if specified in Schedule 1) is applicable for the Services, provide evidence of relevant certifications; and comply with periodic auditing by an independent assessor if requested by DFAT.

4.2. The Contractor is responsible for all Goods (and the risk of loss or damage to such Goods) until DFAT accepts them and title passes to DFAT upon payment of the Contractor.

5. PERFORMANCE STANDARDS**5.1. Where delivering the Services, the Contractor must at all times meet the performance standards outlined in this **clause 5** and any performance standards outlined in the Services Order.****5.2. Where this Contract is for Services they must be performed:**

- (a) with due skill, care and diligence;
- (b) to a professional standard and in a timely manner; and
- (c) in the most cost-effective manner and using suitable materials.

5.3. Where this Contract requires the purchase of Goods for the performance of Services they must:

- (a) be reasonably fit for their intended purpose;
 - (b) be provided in compliance with all relevant international standards (or if none apply, the relevant Australian standard) and Partner Country industry standards, best practice, guidelines and codes of practice;
-

- (c) 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;
- (d) be provided in a way that demonstrates the Contractor has sought to improve the quality, effectiveness and efficiency of the Goods at every opportunity; and
- (e) where for construction, be provided in accordance with the design brief and/or functionality requirements and, using new materials unless otherwise specified.

6. WARRANTIES

- 6.1. The Contractor warrants that it does not have any judicial decision against it relating to employee entitlements (not including decisions under appeal), that has not been met in full by the Contractor.
- 6.2. If any judicial decision against the Contractor relating to employee entitlements occurs during the term of this Contract, the Contractor must notify DFAT immediately.
- 6.3. 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.
- 6.4. The Contractor warrants that it has full corporate power and authority to enter into, perform and observe its obligations under this Contract and that the execution, delivery and performance of this Contract will be duly and validly authorised by all necessary corporate action.
- 6.5. 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.

Goods

- 6.6. In relation to Goods provided to DFAT, the Contractor warrants that the Goods:
 - (a) are of acceptable quality, are safe and durable;
 - (b) are free from defects in design, performance, materials and workmanship;
 - (c) are fit for all the purposes for which goods of that kind are commonly supplied;
 - (d) comply with international (or if none apply, Australian) standards;
 - (e) will not be adversely affected in any way by any date-related issue; and
 - (f) are free of any Encumbrances.
- 6.7. The Contractor must ensure that DFAT obtains the full benefit of any third party warranties available for the Goods.

Services

- 6.8. In relation to the Services provided to DFAT by the Contractor under this Contract, the Contractor represents and warrants that:
 - (a) its Personnel have the necessary experience, skill, knowledge, expertise and competence to provide the Services; and
 - (b) the Services or related products are free from defects in design, performance and workmanship and are safe and durable.

DFAT Property

- 6.9. The Contractor warrants that it and its Personnel will:
 - (a) use in a proper manner and maintain in good order all DFAT Supplied Items 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 upon completion of use or otherwise upon expiry or termination of this Contract.

7. CONFLICT OF INTEREST

- 7.1. The Contractor warrants that, at the date of signing the Services Order, no conflict of interest exists, or is likely to arise in the performance of its obligations under this Contract by itself or by any of its Personnel. If required by the Services Order or at the request of DFAT, the Contractor must:
- (a) produce a conflict of interest plan (**COI Plan**) that includes:
 - (i) steps it will take to avoid and if necessary mitigate or deal with, conflicts; and
 - (ii) requirements for developing and maintaining a COI register of all personnel and as new partnerships arise;
 - (b) give DFAT a copy of the COI Plan no less frequently than every three (3) months during the Contract Term or within five (5) Business Days of receiving the request;
 - (c) review and if necessary update the COI Plan at least every three (3) months; and
 - (d) comply, and ensure that its Personnel comply, with the COI Plan.
- 7.2. If, during the performance of the Contract a conflict of interest arises, or appears likely to arise, the Contractor must:
- (a) notify DFAT immediately in writing;
 - (b) make full disclosure of all relevant information relating to the conflict; and
 - (c) take such steps as DFAT reasonably requires to resolve, or otherwise deal, with the conflict.

8. INSURANCES

- 8.1. In connection with the provision of the Services, the Contractor must have and maintain valid and enforceable insurance policies for those types of insurance described and the amounts specified in **clause 11** of the Deed.
- 8.2. In addition to the insurances required under clause 8.1, the Contractor must have and maintain valid and enforceable insurance policies for:
- (a) Motor vehicle third party property damage insurance;
 - (b) Workers' Compensation insurance in accordance with **clause 4.1(c)** of this **Schedule 10** 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;
 - (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; and
 - (iii) where possible at law, extends to indemnify DFAT as principal for DFAT's liability to persons engaged by the Contractor;
 - (c) 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;
 - (d) adequate medical and dental insurance for its Personnel who are engaged to operate outside their country of permanent residence; and
 - (e) adequate insurance for medical evacuation and evacuation resulting from an insured event for all its Personnel.
- 8.3. Where there is no workers compensation legislation in force in the Partner Country, the Contractor should arrange adequate personal accident and illness insurance (accidental death and weekly benefits) for any of its Personnel not otherwise covered for the Contract Period.
- 8.4. The Contractor must, within ten (10) 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.
- 8.5. Where any policy is to be cancelled, or the level of cover reduced, the Contractor must give DFAT at least twenty (20) Business Days prior notice of the cancellation.
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- 8.6. Neither the arrangement and maintenance of insurance nor any failure to arrange and maintain such insurance will 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.
- 8.7. Failure by the Contractor to maintain all necessary insurances will entitle DFAT to terminate this Contract immediately in accordance with **clause 50** (Termination for Breach).
- 8.8. In the event of an insurance claim any deductible or excess payable will be the responsibility of the Contractor.
- 8.9. Where DFAT requires the Contractor to take out any additional or higher level of insurance than those set out in **clause 11** of the Deed or this **clause 8** for the purposes of Services Order, such details will be set out in **item 18** of the Services Order.

9. INTELLECTUAL PROPERTY RIGHTS

- 9.1. This **clause 9** does not affect the ownership of the Intellectual Property Rights in any Background IP or any DFAT Material.
 - 9.2. The Contractor must obtain all necessary copyright and other Intellectual Property Rights permissions before making any Background IP available as a part of the Services.
 - 9.3. Except where otherwise agreed in writing by DFAT (including where agreed pursuant to **clause 9.5(b)**), all Intellectual Property Rights in the Contract Material vest in DFAT on creation.
 - 9.4. The Contractor grants to, or must procure for, DFAT an irrevocable perpetual, world-wide, royalty free, non-exclusive licence (including the right to sublicense) to use, reproduce, adapt, modify and communicate the Background IP for any purpose.
 - 9.5. To the extent that:
 - (a) the Contractor needs to use any of the DFAT Material or Contract Material for the purpose of performing its obligations under this Contract, DFAT grants to the Contractor for Contract Period, subject to any conditions or restrictions specified in the Services Order or otherwise specified by DFAT in writing, a world-wide, royalty-free, non-exclusive, non-transferable licence (including the right to sublicense) to use, reproduce, adapt, modify and communicate such Material solely for the purpose of providing the Services; or
 - (b) it is a condition for the creation of Contract Material that the Intellectual Property Rights in that Contract Material vest in a third party, for example when the Contractor engages a university or private sector organisation to create the Contract Material, the Contractor must obtain the agreement of the DFAT Representative in writing in advance of accepting such a condition. Where agreement is given, the Contractor must obtain for DFAT an irrevocable, perpetual, world-wide, royalty free, non-exclusive licence (including the right to sublicense) to use, reproduce, adapt, modify and communicate that Contract Material for any purpose (except any commercial purpose).
 - 9.6. The Contractor must deliver all Contract Material to DFAT or to the Partner Government counterpart agency as may be directed in writing by DFAT.
 - 9.7. To the extent permitted by applicable Laws and for the benefit of DFAT, the Contractor must:
 - (a) give, where the Contractor is an individual, in a form acceptable to DFAT; and
 - (b) ensure that each author of the Contract Material and Background IP gives, in a form acceptable to DFAT, genuine consent in writing to the use of the Contract Material and Background IP for the Specified Acts (whether those Specified Acts occur before or after the consent is given), even if such use would otherwise be an infringement of its or their Moral Rights.
 - 9.8. The Contractor must promptly provide DFAT with an original of any consent referred to in **clause 9.7** if requested by DFAT.
 - 9.9. The Contractor warrants that:
 - (a) the Background IP and Contract Material (**Warranted Materials**) and DFAT's use of those Warranted Materials, will not infringe the Intellectual Property Rights or Moral Rights of any person, and
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- (b) it has the necessary rights to vest the Intellectual Property Rights and grant the licences as provided in this **clause 9**.

9.10. 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 10 (Indemnities)** 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.

10. INDEMNITIES

10.1. The Contractor indemnifies DFAT (and its officers, employees, agents, and any relevant Partner Country) 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) any personal injury to, or death of, any person;
- (b) a breach of the Contractor's performance of this Contract;
- (c) an infringement, or an alleged infringement, of the Intellectual Property Rights or Moral Rights of any person, when the infringement or alleged infringement arises out of any activity permitted under any license or assignment in **clause 9** or otherwise under the Contract or by reason of the performance of or use of the Services;
- (d) an infringement or an alleged infringement of the provisions of the *Privacy Act 1988* (Cth), in connection with the Services;
- (e) an investigation carried out by the Ombudsman which arises as a result of or due to the conduct of the Contractor or its Personnel;
- (f) a breach of the Contractor's confidentiality or security obligations under this Contract; and
- (g) any default or unlawful or negligent act or omission on the part of the Contractor or its Personnel in connection with this Contract.

10.2. The indemnity in this **clause 10** is reduced to the extent that any act or omission involving fault on the part of DFAT contributing to the claim, loss or damage is directly caused by DFAT, its employees or contractors (except the Contractor or its Personnel) as substantiated by the Contractor.

10.3. DFAT must take any reasonable action to mitigate any Loss referred to in **clause 10.1**.

11. LIABILITY

11.1 The liability of a Party for breach of this Contract, or in tort (including negligence), or for any other common law or statutory cause of action arising out of this Contract, will be determined under the relevant law of this Contract.

11.2 Subject to **clause 11.3**, the liability of each Party to the other as described in **clause 11.1** will be limited on a per event basis or for a series of related events to the amount specified in **item 20** of the Services Order.

11.3 The limitation in **clause 11.2** does not apply to liability of the Contractor for:

- (a) personal injury, including sickness or death;
- (b) loss of, or damage to, tangible property;
- (c) the infringement or alleged infringement of any Intellectual Property Rights;
- (d) a breach of any obligation relating to confidentiality, security, protection of Personal Information or privacy;
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	(e) Fraud or Wilful Default;
	(f) unlawful (not including breach of contract) or illegal acts; or
	(g) the IP indemnity provided by the Contractor under clause 10.1(c) .
11.4	The liability of either Party to the other for loss or damage of any kind arising out of this Contract is reduced to the extent (if any) that the other causes or contributes to the loss or damage. This reduction applies whether the liability is in contract, tort (including negligence), under any statute or otherwise.
11.5	Subject to clause 11.3 , neither Party is liable to the other Party for loss or damage of the following types:
	(a) loss of goodwill; or
	(b) loss of business revenue, business opportunity or business profits.
12.	BRANDING
12.1.	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's logo and style guides accessible on the internet at: https://dfat.gov.au/about-us/corporate/pages/logos-and-style-guides.aspx 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
	(c) promptly remove Contractor signs at the completion of the Project unless otherwise instructed by DFAT.
13.	PUBLICITY
13.1.	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.
14.	NO AGENCY
14.1.	The Contractor, and its Personnel, 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.
14.2.	The Contractor acknowledges that it has no authority to bind DFAT without DFAT's specific consent.
15.	AMENDMENT
15.1.	Neither Party must not do anything that amounts to a variation of this Contract in whole or in part otherwise than in accordance with this clause 15 .
15.2.	The provisions of this Contract may not be amended either in Law or in equity except in the form of a Deed of Amendment signed by both DFAT and the Contractor.
16.	WAIVER
16.1.	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.
17.	SEVERANCE
17.1.	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.
18.	ASSIGNMENT
18.1.	The Contractor may not assign or transfer any of its rights or obligations under this Contract without DFAT's prior written approval, and where consent is given, the Contractor must execute a Deed of Novation in a form acceptable to DFAT.

19. SURVIVAL

19.1. The following clauses survive termination and expiry of this Contract:

Clause 6 (Warranties), **Clause 8** (Insurances), **Clause 9** (Intellectual Property), **Clause 10** (Indemnities), **Clause 11** (Liability), **Clause 22** (Investigation by the Ombudsman), **Clause 24** (Fraud), **Clause 26C** (Use of Artificial Intelligence (AI)), **Clause 29** (Confidentiality), **Clause 30** (Privacy), **Clause 35** (Recordkeeping), **Clause 38** (Audit) and any other clause, which by their nature, survive the expiry or termination of this Contract.

19.2. In addition to the survival of clauses outlined at **clause 19.1**, 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.

20. GOVERNING LAW AND JURISDICTION

20.1. 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 non-exclusive jurisdiction of the courts of the Australian Capital Territory.

21. NOTICES

21.1. Unless the contrary intention appears, any notice under the Contract, will be effective if it is in writing and sent from and delivered to the DFAT Representative or the Contractor Representative, as the case may be, in accordance with the recipient's address for notices specified in **item 23** of the Services Order.

A notice given in accordance with this **clause 21** is deemed to be delivered:

- (a) if sent by pre-paid post, in three (3) Business Days when sent within Australia and in eight (8) Business Days when sent by air mail from one country to another;
- (b) if hand delivered, when received at the address, or by the addressee if sooner;
- (c) if sent as an email, when the email enters the recipient's information system, unless the sender's information system receives a message within one (1) Business Day that the email has not been delivered to the recipient, but if the receipt, transmission or entry into the information system is not on a Business Day or is after 5.00pm (recipient's local time) on a Business Day, the notice is deemed to be delivered at 9.00am (recipient's local time) on the next Business Day.

PART 2 – COMPLIANCE

22. INVESTIGATION BY THE OMBUDSMAN

22.1. In carrying out the Services, the Contractor, and an employee or Subcontractor of the Contractor, may be a 'Commonwealth service provider' under Section 3BA of the *Ombudsman Act 1976* (Cth).

22.2. The Contractor must use its best endeavours, and must ensure that employees and Subcontractors of the Contractor use their best endeavours, in providing the Services, not to engage in conduct that:

- (a) would, if the Contractor or an employee or Subcontractor were an officer 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).

22.3. If the Commonwealth Ombudsman commences an investigation of conduct of the Contractor (or an employee or Subcontractor 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.

22.4. If the Ombudsman brings evidence to the notice of DFAT concerning the conduct of the Contractor, or of an employee or Subcontractor 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.

23. COUNTER-TERRORISM

- 23.1. 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
 - (c) organisations and/or individuals listed on the Criminal Code Act List, the DFAT Consolidated List, the World Bank List or a Relevant List.

24. FRAUD

- 24.1. 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.
- 24.2. Within one month of the Services Start Date, the Contractor must conduct a Fraud risk assessment and produce a Fraud control plan in compliance with the Commonwealth Fraud and Corruption Control Framework available at www.counterfraud.gov.au/library/framework-2024. The risk assessment and plan must contain appropriate fraud prevention, detection, investigation and reporting processes and procedures. If the terms of the Services Order include any requirements to update the Fraud risk assessment and Fraud control plan, then the Contractor must comply with all such requirements.
- 24.3. The Contractor is responsible for preventing and detecting Fraud including Fraud within those functions outsourced to/or performed by a Subcontractor or under any other arrangement established by the Contractor relating to the performance of this Contract.
- 24.4. 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.
- 24.5. 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 Subcontractors) 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 (e.g., 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.
- 24.6. If a report has been made in accordance with **clause 24.5** above, the Contractor must respond within five (5) Business Days to any further requests for information DFAT may make.
- 24.7. 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.
- 24.8. The Contractor must investigate any Fraud at the Contractor's cost and in accordance with any directions or
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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.

- 24.9. 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 a Partner Country for investigation. If DFAT exercises its rights under this **clause 24.9**, the Contractor must provide all reasonable assistance that may be required at its sole expense.
- 24.10. 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.
- 24.11. 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.
- 24.12. 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 a relevant Partner Country.
- 24.13. 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.
- 24.14. 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.
- 24.15. 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 24.5**, 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 DFAT.
- 24.16. Without limitation to DFAT's rights pursuant to **clauses 50** (Termination for Breach) and **24.15**, if the Contractor fails to comply with its obligations under this **clause 24** 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.
- 24.17. If the Contractor does not comply with a notice issued pursuant to **clause 24.16**, DFAT reserves the right to:
- (a) terminate this Contract in accordance with **clause 50** (Termination for Breach); and / or
 - (b) exercise its rights pursuant to **clause 24.15**; and / or
 - (c) withhold payments (or parts of payments) due to the Contractor under this Contract until the Contractor has complied with the notice.
- 24.18. This **clause 24** 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.

25. ANTI - CORRUPTION

- 25.1. In this **clause 25**, '**Corrupt Conduct**' means corrupt conduct as defined in the *National Anti-Corruption Commission Act 2022* (Cth) or conduct that would satisfy that definition if any party involved in the conduct were a 'public official' as defined in that Act.
- 25.2. The Contractor warrants that, to the best of its knowledge, it has disclosed to DFAT:
- (a) all allegations of, or investigations in relation to, Corrupt Conduct involving it, or its Personnel, that may substantially impact on compliance with Commonwealth policy and legislation or the Commonwealth's reputation; and
 - (b) any substantiated instances of Corrupt Conduct in the past three (3) years, involving it, or its Personnel, that may substantially impact on compliance with Commonwealth policy and legislation or the Commonwealth's reputation.
- 25.3. The Contractor must not, and must ensure that its Personnel do not:
- (a) engage in Corrupt Conduct;
 - (b) engage in any practice that, if engaged in within Australia, could constitute the offence of bribing a foreign public official under s 70.2 of the *Criminal Code Act 1995* (Cth) in relation to the performance of this Contract; or
 - (c) engage in any other conduct which could actually or potentially compromise the integrity, accountability or probity of the administration of, or delivery of, this Contract.
- The Contractor must also not engage in any practice that could constitute the offence of failing to prevent bribery of a foreign public official under s 70.5A of the *Criminal Code Act 1995* (Cth) in relation to the performance of this Contract.
- 25.4. The Contractor acknowledges that it is responsible for preventing and detecting Corrupt Conduct.
- 25.5. The Contractor must comply with any reasonable request, policy or direction issued by DFAT, and cooperate with DFAT, at its own cost, in relation to any action taken by DFAT required or authorised by the *National Anti-Corruption Commission Act 2022* (Cth).
- 25.6. If the Contractor knows or suspects any practice to have occurred, as described in **clause 25.3**, then it must:
- (a) report the matter and provide all relevant information to DFAT within five (5) Business Days;
 - (b) within 10 Business Days develop a strategy to investigate the relevant practice, for DFAT's approval, based on the principles set out in the Australian Government Investigations Standards (<https://www.ag.gov.au/sites/default/files/2022-12/Australian-Government-Investigations-Standard-2022.pdf>);
 - (c) undertake the investigation in accordance with the approved strategy at the Contractor's own cost; and
 - (d) report to DFAT on the progress and outcome of the investigation.
- 25.7. In addition to the investigation carried out by the Contractor under **clause 25.6** above, DFAT or its nominee may conduct its own investigation. If DFAT exercises its rights under this **clause 25.7**, the Contractor must provide all reasonable assistance and information as requested at the Contractor's expense.
- 25.8. Following the conclusion of any investigation in connection with the performance of this Contract that finds that the Contractor or its Personnel, or a third party, have engaged in any practice, as described in **clause 25.3** in connection with this Contract, the Contractor must, at its own cost:
- (a) make every effort to recover any relevant funds or assets acquired or distributed through the relevant practice in accordance with recovery procedures, including civil litigation, available in the Partner Country;

- (b) refer the matter to the Partner Country police or other authorities responsible for prosecution of the relevant practice, unless an exemption has been sought and granted by the relevant DFAT delegate;
 - (c) keep DFAT informed, in writing, on a monthly basis, of the progress of the investigation and recovery action; and
 - (d) reimburse or return to DFAT any funds or assets misappropriated through the relevant practice that are recovered by the Contractor.
- 25.9. If the Contractor considers that after all reasonable action has been taken under **clause 25.8** to recover the funds or assets and full recovery has not been achieved or recovery has only been achieved in part, the Contractor:
- (a) may seek approval from DFAT that no further recovery action be taken; and
 - (b) must provide to DFAT all information, records and documents required by DFAT to enable DFAT to make a decision on whether or not to approve non-recovery of losses arising from the relevant practice, or misappropriated funds or assets.
- 25.10. The Contractor must ensure that any Subcontract entered into for the purpose of this Contract contains a substantially equivalent clause granting the rights specified in this **clause 25**.
- 25.11. This **clause 25** is an essential term of this Contract and survives the termination or expiry of this Contract. Nothing in this clause is intended to limit the Contractor's obligations under **clause 26A** – Supplier Code of Conduct or **clause 26B** – Significant Events or any other clause of this Contract which imposes a reporting or notification requirement on the Contractor.

26. COMPLIANCE WITH LAWS AND POLICIES

- 26.1. The Contractor is responsible for ensuring that it and Personnel comply with:
- (a) applicable Laws, Treaties or MOUs of the Commonwealth, any State, Territory or local authority and applicable Commonwealth Government policies as set out in this Contract or as notified to the Contractor from time to time; and
 - (b) applicable Laws of any jurisdiction in which any part of the Contract is performed.
- 26.2. With respect to any monies payable either to DFAT by the Contractor or to the Contractor by DFAT, the Contractor must:
- (a) comply with all relevant provisions of Commonwealth legislation, financial regulations and directions, except to the extent that the relevant obligation is imposed on DFAT; and
 - (b) if required by DFAT, comply with any recommendation by the Commonwealth Auditor-General concerning the handling of DFAT's money.
- 26.3. In performing any part of this Contract outside Australia, the Contractor and its Personnel must:
- (a) not engage in any political activity in the relevant country during the provision of the Services; and
 - (b) observe all Laws and respect all religions and customs of that country.
- 26.4. In performing any part of this Contract, the Contractor and its Personnel must 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).

26A COMPLIANCE WITH THE COMMONWEALTH SUPPLIER CODE OF CONDUCT

- 26A.1 For the purposes of this clause, 'Commonwealth Supplier Code of Conduct' or 'Code' means the Commonwealth Supplier Code of Conduct, as published on 1 July 2024, as updated from time to time.
- 26A.2 The Contractor must comply with, and ensure that its Personnel comply with, the Code in connection with the performance of this Contract.
- 26A.3 The Contractor must:
- a. periodically monitor and assess its, and its Personnel's compliance with the Code; and

- b. on request from DFAT, promptly provide information regarding:
 - i. the policies, frameworks, or systems it has established to monitor and assess compliance with the Code, and
 - ii. the Contractor's compliance with **clause 26A.2**.

- 26A.4 The Contractor must immediately issue DFAT a notice on becoming aware of any breach of **clause 26A.2**. The notice must include a summary of the breach, the date that the breach occurred, and details of the Personnel involved.
- 26A.5 Where DFAT identifies a possible breach of **clause 26A.2**, it may issue the Contractor a notice, and the Contractor must, within three (3) Business Days of receiving the notice, either:
- a. where the Contractor considers a breach has not occurred: advise DFAT that there has not been a breach and provide information supporting that determination; or
 - b. where the Contractor considers that a breach has occurred: issue a notice under clause 26A.4 and otherwise comply with its obligations under this **clause 26A**.
- 26A.6 Notwithstanding **clause 26A.5**, DFAT may notify the Contractor in writing that it considers that the Contractor has breached **clause 26A.2**, in which case the Contractor must issue a notice under **clause 26A.4** and otherwise comply with its obligations under this **clause 26A**.
- 26A.7 A failure by the Contractor to comply with its obligations under any part of this clause will be a material breach of this Contract.
- 26A.8 Nothing in this clause or the Code limits, reduces, or derogates from the Contractor's other obligations under this Contract. DFAT's rights under this clause are in addition to and do not otherwise limit any other rights the DFAT may have under this Contract. The performance by the Contractor of its obligations under this clause will be at no additional cost to DFAT.
- 26A.9 The Contractor agrees that DFAT or any other Commonwealth agency may take into account the Contractor's compliance with the Code in any future approach to market or procurement process.

26B SIGNIFICANT EVENTS

- 26B.1 In this **clause 26B**, **Significant Event** means:
- (a) any adverse comments or findings made by a court, commission, tribunal or other statutory or professional body regarding the conduct or performance of the Contractor or its Personnel that impacts or could be reasonably perceived to impact on their professional capacity, capability, fitness or reputation; or
 - (b) any other significant matters, including the commencement of legal, regulatory or disciplinary action involving the Contractor or its Personnel that may adversely impact on compliance with Commonwealth policy and legislation or the Commonwealth's reputation.
- 26B.2 The Contractor must immediately issue DFAT a notice on becoming aware of a Significant Event.
- 26B.3 The notice issued under **clause 26B.2** must provide a summary of the Significant Event, including the date that it occurred and whether any Personnel engaged in connection with the Services were involved.
- 26B.4 DFAT may notify the Contractor in writing that an event is to be considered a Significant Event for the purposes of this **clause 26B**, and where this occurs the Contractor must issue a notice under **clause 26B.2** in relation to the event within three (3) Business Days of being notified by DFAT.
- 26B.5 Where reasonably requested by DFAT, the Contractor must provide DFAT with any additional information regarding the Significant Event within three (3) Business Days of the request.
- 26B.6 If requested by DFAT, the Contractor must prepare a draft remediation plan and submit that draft plan to the DFAT Representative for approval within ten (10) Business Days of the request.
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- 26B.7 A draft remediation plan prepared by the Contractor under **clause 26B.6** must include the following information:
- (a) how the Contractor will address the Significant Event in the context of the Services, including confirmation that the implementation of the remediation plan will not in any way impact on the delivery of the Services or compliance by the Contractor with its other obligations under this Contract; and
 - (b) how the Contractor will ensure events similar to the Significant Event do not occur again; and
 - (c) any other matter reasonably requested by DFAT.
- 26B.8 DFAT will review the draft remediation plan and either approve the draft remediation plan or provide the Contractor with the details of any changes that are required. The Contractor must make any changes to the draft remediation plan reasonably requested by DFAT and resubmit the draft remediation plan to DFAT for approval within three (3) Business Days of the request unless a different timeframe is agreed in writing by DFAT. This **clause 26B.8** will apply to any resubmitted draft remediation plan.
- 26B.9 Without limiting its other obligations under this Contract, the Contractor must comply with the remediation plan as approved by DFAT. The Contractor agrees to provide reports and other information about the Contractor's progress in implementing the remediation plan as reasonably requested by DFAT.
- 26B.10 A failure by the Contractor to comply with its obligations under this **clause 26B** will be a material breach of this Contract. DFAT's rights under this **clause 26B** are in addition to and do not otherwise limit any other rights DFAT may have under this Contract. The performance by the Contractor of its obligations under this **clause 26B** will be at no additional cost to DFAT.

26C. USE OF ARTIFICIAL INTELLIGENCE (AI)

s 47G(1)(b)

- 26C.3 The Contractor must only use an AI System in accordance with:
- (a) DFAT's approval and any conditions to the approval, if given;
 - (b) the terms of this Contract, including those in relation to Intellectual Property, confidentiality, Official Information (as defined in **clause 15.4(c)** of the Deed), security, privacy and data usage; and
 - (c) any relevant requirements specified in the latest version of the Program Manual that has been approved by DFAT under the Services Order One entered into under the Deed.

- 26C.4 The Contractor is fully responsible for the performance of its obligations under this Contract regardless of any use of an AI System in the supply chain used to deliver the Services (including any use by Contractor Personnel). This includes where the use is approved by the DFAT.
- s 47G(1)(b)
- 26C.6 Where the Contractor (or any Subcontractor) uses an AI System for the provision of the Services, it must conduct quality assurance checks on the AI System outputs to ensure they are accurate and reliable.
- 26C.7 Where DFAT approves the use of an AI System, the Contractor must ensure that it retains detailed records of:
- (a) the AI System used;
 - (b) the scope of the AI System's use in providing the Services;
 - (c) any data collected, processed and stored by the AI System; and
 - (d) any systems that the AI System interacts with in connection with the provision of the Services.
- The Contractor must promptly provide these records if asked by DFAT.
- 26C.8 The Contractor must ensure that a Banned AI System is not used in the provision of the Services, including that it is not:
- (a) used in any part of the supply chain used to provide the Services (including by Contractor's Personnel);
 - (b) accessed, used, or installed on any Commonwealth system; or
 - (c) used in any web services or applications to be provided by the Contractor under this Contract.
- 26C.9 If the Contractor discovers that a Banned AI System has been used in breach of **clause 26C.8**, the Contractor must immediately notify DFAT and remove the Banned AI System from use.
- 26C.10 For the purposes of **clauses 26C.8 and 26C.9**, Banned AI System means each of the following:
-

- (a) DeepSeek products, applications and web services in accordance with Protective Security Direction 001-2025 DeepSeek Products, Applications and Web Services (available at Direction 001-2025 on DeepSeek Products, Applications and Web Services | Protective Security Policy Framework);
- (b) Kaspersky Lab, Inc. products and web services in accordance with PSPF Direction 002-2025 Kaspersky Lab, Inc. Products and Web Services (available at Direction 002-2025 on Kaspersky Lab, Inc. Products and Web Services | Protective Security Policy Framework);
- (c) any other AI System which the Commonwealth prevents the access, use, or installation of on Commonwealth systems in accordance with any Commonwealth law or policy (including a Protective Security Direction issued by the Department of Home Affairs); and
- (d) any other AI System nominated by DFAT in writing, provided that any AI System nominated by DFAT under this **clause 26C.10(d)** will only become a Banned AI System from:
 - (i) the date specified by DFAT when nominating the relevant AI System in writing; or
 - (ii) if DFAT does not specify any date under clause 26C.10(d)(i), then the date that is five (5) Business Days after the date that the Contractor receives DFAT's written nomination of the relevant AI System.

26C.11 A failure by the Contractor to comply with its obligations under any part of this **clause 26C** will be a material breach of this Contract. DFAT's rights under this **clause 26C** are in addition to and do not otherwise limit any other rights DFAT may have under this Contract. The performance by the Contractor of its obligations under this **clause 26C** will be at no additional cost to DFAT.

27. SECURITY

- 27.1. The Contractor is responsible for the security of its Personnel and for ensuring that both the Contractor and its Personnel comply with this **clause 27**.
- 27.2. If, during the Contract Period, the Contractor is required to access or otherwise gains access to Official Information or Security Classified Information (as defined in **clause 15.4(c)** of the Deed), 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, including **clause 26C (Use of Artificial Intelligence (AI))**, specified in this Contract; and
 - (c) any variations or additions to the security requirements under this **clause 27** 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 five (5) Business Days after it receives the notice if no date is specified).
- 27.3. 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.
- 27.4. If required by DFAT each of its 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 Services Start Date at the Contractor's cost; and
 - (f) complying with any other security awareness requirements reasonably requested by DFAT

- 27.5. DFAT will facilitate the obtaining of security clearances for 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 (provided however that no such variation will take effect unless agreed in writing by the Parties).
- 27.6. 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 Services Start Date at the Contractor's cost; and
 - (b) comply with any other security awareness requirements reasonably requested by DFAT.
- 27.7. 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.
- 27.8. 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.

Cyber Security

- 27.9. The Contractor must take reasonable and prudent steps consistent with good industry practice to reduce the risk of a Security Incident or Cyber Attack on the Contractor's information technology systems that accesses, transmits or stores any DFAT Confidential Information or any other data connected with this Contract, including but not limited to DFAT Data, Contract Material, the Services Order or Personal Information.
- 27.10. At DFAT's request in a notice, the Contractor must provide details of the Contractor's security measures in place to reduce the risk of a Security Incident or Cyber Attack on the Contractor's information technology systems.
- 27.11. If the Contractor becomes aware of a Security Incident or Cyber Attack on the Contractor's information technology systems, the Contractor must immediately notify:
- (a) DFAT (and, if this notification is not done by notice, by notice within one (1) Business Day); and
 - (b) if required by DFAT, advise the Australian Cyber Security Centre (ACSC).
- 27.12. The Contractor must ensure that its Subcontractors comply with the requirements of **clauses 27.9 to 27.11**.
- 27.13. For the purposes of **clauses 27.9 to 27.11**, the following definitions are used:

'Cyber Attack' means any action taken through the use of computer networks or any unauthorised access to or use of a computer system that is intended to have, is likely to have or does have an adverse effect on the security or reliability of data on the system or the accessibility of the system, and includes denial of service attacks.

'Security Incident' means a security breach, violation, contact or approach from those seeking unauthorised access to the Contractor's information technology systems, including:

- (a) action taken using computer networks that result in an actual or potentially adverse effect on the Contractor's information technology system and/or DFAT Confidential Information, DFAT Data or DFAT Material residing on that system; or
- (b) any other unauthorised access or use by a third party or misuse, damage or destruction by any person.

Storage media

- 27.14. Contractor Personnel must not import or remove from any DFAT premises any storage media (whether

owned by DFAT, Contractor Personnel or any other person) without the express written permission of the DFAT Representative.

Additional Security Requirements

- 27.15. The Contractor must comply, and must ensure that its Personnel comply, with any additional security requirements specified in item 21 of the Services Order.

28. WORK HEALTH AND SAFETY

- 28.1. The Contractor must perform its, and must ensure that its Personnel perform their, obligations under this Contract in strict compliance with the *Work Health and Safety Act 2011* (Cth) ('WHS Act') and participate in:
- (a) any necessary inspections of work in progress;
 - (b) any necessary consultation with DFAT regarding implementation of the WHS Act provisions; and
 - (c) tests and evaluations of the Services.
- 28.2. The Contractor agrees, when using DFAT's premises or facilities, to comply with all reasonable directions and procedures relating to work health and safety and security in effect at those premises or in regard to those facilities, as notified by DFAT or as might be inferred from the use to which the premises or facilities are being put.
- 28.3. Without limiting any other provision of this Contract, the Contractor agrees to, on request, give all reasonable assistance to DFAT, by way of provision of information and documents, to assist DFAT and its officers as defined in the WHS Act to comply with the duties imposed on them under the WHS Act.
- 28.4. The Contractor acknowledges that DFAT may direct it to take specified measures in connection with the Contractor's work under this Contract that DFAT considers reasonably necessary to deal with an event or circumstance that has or is likely to have, an adverse effect on the health or safety of persons. The Contractor must comply with the direction at its own cost. The Contractor may be entitled to reimbursement of costs associated with compliance under this Clause 28.4 where compliance with DFAT's reasonable direction materially impacts upon the costs of the Contractor. DFAT will only be liable for costs it approves in writing prior to their accrual.

Work Health and Safety Plan

- 28.5. The Contractor will prepare and implement a Work Health and Safety Plan in relation to the performance of this Contract. The Contractor will submit the Work Health and Safety Plan to DFAT within 6 months following the Services Start Date, for information only.
- 28.6. The Contractor will update the Work Health and Safety Plan at intervals of not more than twelve (12) months each to ensure that it remains relevant and will promptly submit the updated Work Health and Safety Plan to DFAT, for information only.
- 28.7. The Work Health and Safety Plan should, at a minimum, detail:
- (a) policies and procedures that are necessary to meet any applicable legislative or regulatory work health and safety requirements;
 - (b) potential work health and safety issues and how each is proposed to be managed, if it occurs;
 - (c) whether any of the WHS related policies and practices, including any of the WHS Codes of practice, that the Contractor's organisation has in place to ensure the safety and security of persons working at any site associated with the performance this Contract are applicable;
 - (d) a specific process and timetable for critical incident management; and
 - (e) the timing and content of work health and safety training.

29. CONFIDENTIALITY

- 29.1. Neither Party nor their personnel (including any 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 29.1**, a Party must use all reasonable endeavours to ensure that persons receiving the Confidential Information do not further disclose the information.

- 29.2. DFAT Data (including DFAT Confidential Information) must not be removed from Australia or the relevant Partner Country.
- 29.3. 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.
- 29.4. 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 8** (Deed of Confidentiality) to the Deed relating to non-disclosure of that information.
- 29.5. 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.
- 29.6. 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).
- 29.7. The identity of the Contractor's Personnel is not Confidential Information, nor is this Contract with the exception of those items specified in **Schedule 9** (Confidential Information).
- 29.8. The Contractor must ensure that it obtains any necessary consent from its Personnel in relation to the requirements of this **clause 29**.
- 29.9. Upon expiry or earlier termination of this Contract, the Contractor must (as directed in writing by DFAT) either destroy or deliver to DFAT all DFAT Confidential Information.
- 29.10. The obligations on the Parties under this **clause 29** will not be taken to have been breached to the extent that Confidential Information
 - (a) is disclosed by a Party to its advisers, employees or other personnel solely in order to comply with obligations, or to exercise rights, under this Contract;
 - (b) is disclosed to a Party's internal management personnel, solely to enable effective management or auditing of contract-related activities;
 - (c) is disclosed by any agency within the Commonwealth, for the purpose of administering this Contract;
 - (d) is disclosed by any Commonwealth agency to the responsible Minister;
 - (e) is disclosed by any Commonwealth agency in response to a request by a House or a Committee of the Parliament of the Commonwealth;
 - (f) is shared by DFAT within the Commonwealth, where this serves the Commonwealth's legitimate interests;
 - (g) is authorised or required by Law, including under this a Contract, under a licence or otherwise, to be disclosed; or
 - (h) is in the public domain otherwise than due to a breach of this clause 29.

30. PRIVACY AND NOTIFIABLE DATA BREACHES

30.1. Compliance with Privacy Laws and policies

The Contractor must ensure that:

- (a) in providing the Services, the Contractor and all Personnel comply with the *Privacy Act 1988* (Cth) and the Australian Privacy Principles as if they were DFAT;
- (b) all its dealings with Personal Information in connection with this Contract meet its privacy-related obligations and the requirements of DFAT's latest published DFAT privacy policy (<https://www.dfat.gov.au/about-us/corporate/privacy>);
- (c) neither the Contractor nor any Personnel do an act, or engage in a practice, that would breach an Australian Privacy Principle if done or engaged in by DFAT; and
- (d) the Contractor's Personnel dealing with Personal Information in connection with this Contract are aware of, are subject to, and comply with the Contractor's privacy-related obligations.

30.2. DFAT access and requests

The Contractor must:

- (a) give DFAT access, on request, to any Personal Information acquired from DFAT or collected or generated in connection with this Contract; and
- (b) comply with DFAT's reasonable requests to ensure that the Contractor and DFAT comply with:
 - (i) **clause 30.1**; or
 - (ii) any applicable guideline, recommendation, direction or determination issued by the Office of the Australian Information Commissioner (or such other privacy authority with jurisdiction over either Party).

30.3. General Obligations of the Contractor

The Contractor must:

- (a) ensure that its Personnel who deal with Personal Information in connection with this Contract are aware of and comply with the Contractor's obligations under this Contract in relation to such activities or practices; and
- (b) immediately notify DFAT if the Contractor becomes aware of a breach or possible breach of its obligations in relation to Personal Information under this Contract.

30.4. Notifiable Data Breaches

Context	How to react
a. If the Contractor SUSPECTS an Eligible Data Breach	The Contractor must: • immediately notify DFAT; • give DFAT a written report within three (3) Business Days; and • carry out an assessment in line with the Privacy Act 1988 (Cth).
b. If the Contractor CONFIRMS the existence of, or DFAT notifies the Contractor that there has been, an Eligible Data Breach	The Contractor must take: • all reasonable action to minimise the risk of the Eligible Data Breach causing serious harm to any individual to whom the Personal Information relates; • all necessary actions to comply with the Privacy Act 1988 (Cth); and • any other action DFAT reasonably requires.

30.5. Indemnity

Without limiting any other rights or obligations of the Parties, the Contractor agrees to indemnify DFAT in respect of any loss, liability or expense suffered or incurred by DFAT which arises directly or indirectly from a breach by the Contractor or any Subcontractor or other Personnel of any obligations referred to in this clause 30.

PART 3 – CONTRACT MANAGEMENT

31. REVIEW

- 31.1. 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.
- 31.2. 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 twenty-eight (28) Business Days after the date of receipt by the Contractor of the draft report.
- 31.3. Each Party must bear its own costs of any such reviews conducted by or on behalf of DFAT.
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32. PERFORMANCE ASSESSMENT

- 32.1. The Contractor acknowledges and agrees that DFAT may issue in relation to this Contract:
- (a) a Partner Performance Assessment (PPA) of the Contractor substantially in accordance with the assessment sheet in **Schedule 6** (Partner Performance Assessment) to the Deed and otherwise in accordance with clause 6.2(a) of the Deed;
 - (b) Advisor Performance Assessments (APAs) of particular Personnel substantially in accordance with the assessment sheet in **Schedule 7** (Adviser Performance Assessment) to the Deed and otherwise in accordance with clause 6.2(a) of the Deed;
 - (c) Subcontractor performance assessments (based on the PPA); and
 - (d) Subcontractor key personnel performance assessments (based on the APA).
- 32.2. Within 15 days of receiving a PPA from DFAT, the Contractor must:
- (a) sign and return to DFAT the PPA together with any response; and
 - (b) ensure that all other performance assessments together with any response the Subcontractor or any personnel wishes to include are signed and returned to DFAT.
- 32.3. The Contractor must undertake Personnel, Subcontractor and Subcontractor personnel assessments as required by DFAT.
- 32.4. DFAT may at any time request performance assessments to be done of any personnel engaged through the Services Orders.
- 32.5. The Contractor must insert clauses in any Subcontracts relating to the Contract that require the Subcontractor to agree that:
- (a) DFAT or the Contractor may issue:
 - (i) a Subcontractor performance assessment; or
 - (ii) Subcontractor key personnel performance assessments,in relation to the Subcontract;
 - (b) the Subcontractor will sign and return the Subcontractor performance assessment together with any response within 15 days of receipt and will ensure that Subcontractor personnel performance assessments together with any response any personnel wishes to include are signed and returned within 15 days of receipt.
-

33. PERSONNEL

- 33.1. DFAT may give notice to the Contractor in accordance with **clause 21** 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 33.2** and **33.3** below.
- 33.2. The Contractor must not, without DFAT's prior written approval, engage:
- (a) a currently serving Commonwealth employee; or
 - (b) a Former DFAT Employee within the timeframes specified in the definition of Former DFAT Employee in clause 1.1, Schedule 10, in any capacity in connection with the Services. The Contractor
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acknowledges that it is an offence under Division 122 of the Criminal Code Act 1995 for 'Commonwealth officers' (which for the purposes of Division 122 includes APS employees, and contractors) to publish or communicate without authorisation, official information which comes to their knowledge or possession by virtue of employment or engagement with DFAT. The Contractor also acknowledges it is an offence for former APS employees and contractors to publish or communicate without authorisation, official information which came to their knowledge or possession by virtue of employment or engagement with DFAT.

33.3. When engaging Personnel for work in a Partner Country, the Contractor will (except as otherwise stated in the latest version of the Program Manual that has been approved by DFAT under Services Order One entered into under the Deed) use its best endeavours to ensure they are:

- (a) certified as fit and healthy by a legally qualified medical practitioner to work; and
- (b) have received the necessary medical advice, including that on vaccinations and other preventive medical assistance allowing them to undertake work in a safe manner.

34. SUBCONTRACTING

34.1. The Contractor must not:

- (a) subcontract the provision of the whole or any part of the Services to; or
- (b) enter into or maintain a Subcontract relating to the provision of the Services with

a person who is or an entity which is listed on the Criminal Code Act List, the DFAT Consolidated List, a World Bank List or a Relevant List.

34.2. The Contractor must obtain DFAT's prior written approval to subcontract with any third party to the value of AUD100,000 or more. In granting its approval, DFAT may impose any conditions it considers appropriate.

34.3. Where DFAT objects to the Contractor's preferred subcontractor or DFAT nominates a particular subcontractor in place of the Contractor's preferred subcontractor, the Contractor must enter into an agreement with the subcontractor as directed by DFAT on the basis of remuneration approved by DFAT and provide DFAT with a copy of the executed Subcontract.

34.4. 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.

34.5. 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;
- (b) that reserve a right of termination to take account of DFAT's right of termination under **clause 51** (Termination for Convenience);
- (c) 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; and
- (d) that gives DFAT the right of substitution under a Deed of Novation and Substitution, to further novate the Subcontract to another contractor.

34.6. The Contractor entering into a Subcontract for the provision of parts or elements of the performance of the

Services does not create any contractual relationship between DFAT and the Subcontractor.

PART 4 – RECORDS, AUDIT AND REPORTS

35. RECORDKEEPING

- 35.1. The Contractor must ensure that it and its Personnel at all times to the satisfaction of DFAT:
- (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 24** (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 a 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.
- 35.2. DFAT retains legal ownership of all records created for the provision of the Services by the Contractor. Upon termination or expiration 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.
- 35.3. 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.
- 35.4. 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.
- 35.5. The Contractor must maintain up to date records of the names of all Subcontractors engaged by the Contractor to provide part of the Services.
- 35.6. 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.

36. PAYMENT TIMES PROCUREMENT CONNECTED POLICY

Definitions

- 36.1. In this **clause 36**:

Commonwealth Entity has the meaning given to this term in the *Public Governance, Performance and Accountability Act 2013* (Cth).

Entrusted Person has the meaning given to this term in the PTR Act.

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.

PT PCP means the Commonwealth's 'Payment Times Procurement Connected Policy'.

PT PCP Evaluation Questionnaire means a questionnaire in substantially the form of Appendix C of the PT PCP.

PT PCP Policy Team means the relevant Minister, department or authority that administers or otherwise deals

with the PT PCP on the relevant day.

PT PCP Purpose means:

- (a) the review, evaluation, monitoring, assessment and reporting on the PT PCP, including the compliance by those DFAT suppliers and their subcontractors that are Reporting Entities; or
- (b) improving payment times to PT PCP Subcontractors.

PT PCP Remediation Plan means a written remediation plan substantially in the form of Appendix D of the PT PCP.

PT PCP Subcontract means a subcontract between a Reporting Entity and another party (**Other Party**) where:

- (a) the subcontract is (wholly or in part) for the provision of goods or services for the purposes of this Contract;
- (b) both parties are carrying on business in Australia; and
- (c) the component of the subcontract for the provision of goods or services for the purposes of this Contract has a total value of less than (or is reasonably estimated will not exceed) \$1,000,000 (GST inclusive) during the period of the subcontract, not including any options, extensions, renewals or other mechanisms that may be executed over the life of the subcontract (but including work/official orders entered into that are valued up to \$1 million (GST inclusive) under standing offer (panel) arrangements),

but does not include the following subcontracts:

- (d) subcontracts entered into prior to the Reporting Entities' tender response for this Contract;
- (e) subcontracts which contain standard terms and conditions put forward by the Other Party and which cannot reasonably be negotiated by the Reporting Entity; or
- (f) subcontracts for the purposes of:
 - (i) procuring and consuming goods or services overseas; or
 - (ii) procuring real property, including leases and licences.

PT PCP Subcontractor means the party that is entitled to receive payment for the provision of goods or services under a PT PCP Subcontract.

PTR Act means the *Payment Times Reporting Act 2020* (Cth), as amended from time to time, and includes a reference to any subordinate legislation made under the Act.

Reporting Entity has the meaning given to this term in the PTR Act.

Reporting Entity Subcontractor means any person that:

- (a) is a Reporting Entity; and
- (b) provides goods or services directly or indirectly to the Contractor for the purposes of this Contract where the value of such goods or services are estimated to exceed \$4,000,000 (GST inclusive),

and '**Reporting Entity Subcontract**' has a corresponding meaning.

PT PCP Subcontracts

36.2. The Contractor must comply with the PT PCP.

36.3. If the Contractor enters into a PT PCP Subcontract, the Contractor must include in that subcontract:

- (a) a requirement for the Contractor to pay the PT PCP Subcontractor:
 - (i) subject to **clause 36.5**, within 20 calendar days after the acknowledgement of the satisfactory delivery of the goods or services and receipt of a correctly rendered invoice. If this period ends on a day that is not a Business Day, payment is due on the next Business Day; and
 - (ii) subject to **clause 36.6**, for payments made by the Contractor after the payment is due, the unpaid amount plus interest on the unpaid amount calculated in accordance with **clause 36.7**;
- (b) a statement that the PT PCP applies to that subcontract; and

- (c) a statement that the subcontractor may make a complaint to the PT PCP Policy Team or to DFAT in accordance with the PT PCP if there has been non-compliance with the requirements of this **clause 36.3**.
- 36.4. If the Contractor enters into a Reporting Entity Subcontract in anticipation of (or after) entering this Contract, the Contractor must use reasonable endeavours to include in that subcontract:
- (a) obligations equivalent to those in **clause 36.3**; and
- (b) a requirement that if the Reporting Entity Subcontractor in turn enters into a Reporting Entity Subcontract, then that subcontract will include:
- (i) obligations equivalent to those in **clause 36.3**; and
- (ii) obligations equivalent to this **clause 36.4(b)** (such that the obligations in this **clause 36.4(b)** are to continue to be flowed down the supply chain to all Reporting Entity Subcontractors).
- 36.5. **Clause 36.3(a)(i)** does not limit any obligation to comply with applicable legislation that provides for a shorter payment period than the period in **clause 36.3(a)(i)**.
- 36.6. The Contractor is not required to pay interest in accordance with **clause 36.3(a)(ii)** if either:
- (a) DFAT has failed to pay the Contractor in accordance with the timeframes and requirements under this Contract; or
- (b) the amount of the interest payable is less than \$100 (GST inclusive).
- 36.7. Interest payable under **clause 36.3(a)(ii)** will be simple interest calculated in respect of each calendar day from the day after the amount was due and payable, up to and including the day that the Contractor effects payment as represented by the following formula:

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

Where:

SI = simple interest amount;

UA = the unpaid amount;

GIC = General Interest Charge Rate daily rate; and

D = the number of days from the day after payment was due up to and including the day that payment is made.

PT PCP Evaluation Questionnaire

- 36.8. If requested in writing by DFAT, the Contractor must properly complete and return a PT PCP Evaluation Questionnaire within 30 calendar days of the request.

Non-compliance and Remediation

- 36.9. If DFAT considers or becomes aware that the Contractor has not or may not have complied with:
- (a) the requirements of **clauses 36.2 to 36.7**; or
- (b) the payment requirements of a PT PCP Subcontract,
- DFAT may direct the Contractor to provide to DFAT either or both of the following within the timeframes specified by DFAT:
- (c) information to enable DFAT to review the Contractor's compliance; or
- (d) a properly completed PT PCP Remediation Plan.
- 36.10. The Contractor must complete all of the steps and activities contained in the PT PCP Remediation Plan provided under **clause 36.9(d)**.
- 36.11. If DFAT considers that the Contractor has failed to comply with any of its obligations under this **clause 36**, without limiting DFAT's rights and remedies at Law or otherwise under this Contract, DFAT may do either or both of the following:
- (a) take the failure or non-compliance into account as part of DFAT's monitoring of the Contractor's

performance under this Contract; or

- (b) report the non-compliance (and provide a copy of the completed PT PCP Remediation Plan) to the PT PCP Policy Team.

36.12. The Contractor agrees that if it is the subject of a complaint in relation to its compliance with **clauses 36.2 to 36.7** or the associated payment provisions of a PT PCP Subcontract:

- (a) it will not take any prejudicial action against the complainant due to the complaint or any investigation or inquiry in relation to the complaint; and
- (b) it will cooperate in good faith with DFAT in connection with any investigation or inquiry and any attempt to resolve the complaint.

Consent

36.13. For any PT PCP Purpose, the Contractor consents to DFAT:

- (a) using and sharing with any other Commonwealth Entity the information provided by the Contractor as part of a PT PCP Evaluation Questionnaire, a PT PCP Remediation Plan, or otherwise received or obtained by DFAT in connection with this Contract or a PT PCP Subcontract; and
- (b) receiving information obtained under, or in accordance with, the PTR Act ('**Protected Information**') from an Entrusted Person and using such Protected Information.

36.14. By submitting a PT PCP Evaluation Questionnaire or a PT PCP Remediation Plan or other document in connection with the PT PCP that includes any personal information within the meaning of the Privacy Act, the Contractor warrants and represents that it has obtained all necessary consents in accordance with relevant privacy laws to the collection, use and disclosure of such information in the manner contemplated by **clause 36.13**. The Contractor will provide evidence of such consents to DFAT on request.

Interpretation

36.15. A reference to DFAT in **clauses 36.8, 36.9, 36.12(b), 36.13** and **36.14** includes the PT PCP Policy Team.

37. ACCESS TO PREMISES AND RECORDS

37.1. The Contractor must:

- (a) produce records, books and accounts for inspection by DFAT immediately upon request (including where entering into a Subcontract and executing a Deed of Novation and Substitution) at the same time or within ten (10) Business Days of execution of the Subcontract by the Contractor.
- (b) permit each of DFAT, the Commonwealth Auditor-General and the Information Privacy Commissioner or Privacy Commissioner as appropriate at reasonable times and on reasonable notice, through their officers, employees or agents authorised on their behalf, to:
 - (i) access the Contractor's premises;
 - (ii) examine, inspect, audit and copy any accounts and records relating to this Contract or the Services;
 - (iii) provide all necessary facilities for this purpose; and
 - (iv) 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.

37.2. In the exercise of the rights under this **clause 37**, DFAT must use reasonable endeavours not to unreasonably interfere with the Contractor's performance under the Contract in any material respect.

38. AUDIT

38.1. DFAT has the inspection and audit rights described in **clause 37** (Access to Premises and Records) and this **clause 38** and subject to these provisions, each Party is to bear its own costs in relation to any audit.

38.2. 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;
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- (b) project and financial management governance;
- (c) oversight practices and procedures;
- (d) invoices and reports;
- (e) Material (including records, books and accounts) in the possession of the Contractor; and/or
- (f) other matters determined by DFAT to be relevant to the performance of the Contractor's obligations under the Contract.

38.3 Where DFAT has reasonable concerns regarding the Contractor's financial management systems, DFAT will provide the Contractor with written notification of those concerns outlining the action to be undertaken by the Contractor. These actions include:

- (b) 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;
- (c) the Contractor providing DFAT with additional documentation to support the claim for payment; and/or
- (d) 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 each draft and the final audit report to be provided to DFAT.

38.4 The Contractor must respond to any notice received under **clause 38.3** within fourteen (14) Business Days.

38.5 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.

38.6 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.

38.7 Where a direction has been made under **clause 38.6**, 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.

38.8 This **clause 38** applies for the Contract Period and for a period of seven (7) years from the date of its expiration or termination.

38.9 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.

39 REPORTS

39.1 The Contractor must provide to DFAT, at its own cost, the reports described in item 10 of the Services Order.

39.2 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.

39.3 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.

39.4 The Contractor must ensure that all reports:

- (a) are accurate and not misleading in any respect;
 - (b) are 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);
 - (e) are provided in Microsoft Word format (or Microsoft Excel format for spread sheets) unless otherwise approved or requested by DFAT (e.g. online system);
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- (f) are prepared to be published on the DFAT or program website, ensuring any sensitive information is easily redacted (i.e. included in annexes);
- (g) do not incorporate either DFAT or the Contractor's logo; and
- (h) are provided at the time specified in this Contract.

PART 5 – PAYMENT AND TAX

40 INVOICING

- 40.1 The Contractor must invoice DFAT for the provision of Services on a monthly basis, or as otherwise described in **Schedule 2** (Pricing Schedule) of the Deed. The Contractor must use its best efforts to invoice within 90 days of costs being incurred.
- 40.2 For the purposes of this **clause 40** and **Schedule 2** (Pricing Schedule) of the Deed, 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;
 - (e) Reimbursable Costs, and amounts owing to suppliers or Subcontractors 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) 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;
- s 47G(1)(b)
- (i) an authorised representative of the Contractor has certified that the invoice is accurate and represents the Services provided.
- 40.3 Where the Contract is for Goods, the Contractor must ensure that the charges for, and GST applicable to, the supply of Goods are itemised separately on the relevant invoice.
- 40.4 If an invoice is found to have been rendered incorrectly, any underpayment or overpayment will 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.

41 PAYMENT

- 41.1 Subject to this Contract, DFAT agrees to pay the Contractor the Fees for the provision of the Services in accordance with the Services Order.
- 41.2 Without limiting **clause 45** (Taxes) and except to the extent expressly stated otherwise in this Contract, the Fees:
- (a) are inclusive of all taxes and duties (including GST) payable in connection with the Services; and
 - (b) represent the total consideration payable by DFAT for all matters relevant to this Contract.
- 41.3 Subject to this Contract, DFAT will pay the Fees within 20 days of:
- (a) receipt of a correctly rendered invoice in accordance with **clause 40** (Invoicing); and
 - (b) DFAT's acceptance of the satisfactory completion of the Services or relevant Payment Milestone as specified in the Services Order.

- 41.4 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.
- 41.5 Any requests by the Contractor to change the bank account for payments under this Contract must be provided to DFAT with thirty (30) Business Days written notice.
- 41.6 If **clause 41.5** 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.
- 41.7 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 NOT USED

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 will 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**, it must advise the Contractor in writing that it has done so.

44 DISPUTED INVOICES AND FAILURES TO MEET PERFORMANCE STANDARDS

- 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 41.3** (Payment).
- 44.3 The Contractor must continue to comply with its obligations under this Contract, notwithstanding that there is a disputed invoice.
- 44.4 If the Contractor fails to provide the Services in accordance with the General Obligations, the Service Obligations or the Performance Standards, DFAT may, without prejudice to any other rights it may have under this Contract or at Law:
- (a) itself perform the relevant Services, or engage a third party to provide the Services; and
 - (b) suspend payment of any amount due to the Contractor until DFAT is reasonably satisfied that the Contractor has taken all reasonable steps to ensure that the relevant General Obligation, Service Obligation or Performance Standard will not be breached again.
- 44.5 If DFAT or its nominee provides the Services in accordance with **clause 44.4(a)** the Contractor will not be entitled to receive any fees that relate to the Services provided by DFAT or its nominee and will be responsible for meeting the reasonable costs DFAT incurs in procuring any replacement services or goods (as applicable).
- 44.6 Where DFAT becomes obliged to pay a third party to provide the Services as a result of the exercise of its rights under this **clause 44**, the Contractor agrees that DFAT may recover the difference between the substantiated reasonable fees paid to the third party for the Services and the fees that would otherwise have been payable by DFAT to the Contractor for those Services.
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45 TAXES

- 45.1 Except as expressly provided by this **clause 45**, or by **Schedule 2**, 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 Subcontracts entered into for the provision 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 Contract,
- will be borne by the Contractor or its Subcontractor(s) as the case requires.
- 45.2 Unless otherwise indicated, the amount payable under this Contract for each supply of Services under this Contract as set out in the Services Order is the value of that supply plus any GST imposed under the GST Act. Payment by DFAT to the Contractor of the GST will 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.
- 45.3 The total amount of GST payable by the Contractor, and for which the Contractor seeks payment from DFAT in respect of the supply will be shown as a separate item on the Contractor's Tax Invoice.
- 45.4 If the additional amount under **clause 45.2** differs from the amount of GST payable by the Contractor, the additional amount must be adjusted between the Parties.
- 45.5 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.
- 45.6 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;
 - (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.

s 47G(1)(b)

s 47G(1)(b)

45A REIMBURSEMENT

- 45A.1 Except to the extent specifically agreed to the contrary by DFAT in writing, any reimbursement by DFAT to the Contractor under this Contract will only be made:
- (a) at Cost only;
 - (b) if specific prior written approval of DFAT has been obtained for the Contractor to incur the relevant Costs;
 - (c) if (on request by DFAT) the Contractor has provided DFAT with full and legible copies of receipts and other relevant material reasonably required by DFAT to substantiate that the relevant Costs have been paid and their actual amount; and
 - (d) if the claim for reimbursement complies with relevant limits, policies, processes and procedures advised to the Contractor prior to the relevant expense being incurred.
- 45A.2 In this **clause 45A**, 'Cost' means the actual cost payable after taking into account all discounts, allowances, adjustments, rebates, waivers, offsets, conditions or other mechanisms or benefits of any kind to the Contractor, that reduces (or has, or may have, the effect of reducing) the invoiced or ostensible cost payable or incurred.

46 NOT USED

PART 6 – REMEDIES, DISPUTES AND TERMINATION

47 REMEDIES

- 47.1 The Contractor must remedy at its own cost any failure to comply with the requirements of this Contract as soon as practicable after becoming aware of the failure.
- 47.2 If the Contractor fails to rectify an error or a defect under **clause 47.1** within ten (10) Business days after notification by the DFAT Representative, DFAT may, without limiting the Contractor's warranties and obligations under this **clause 47**, 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.

48 DISPUTE RESOLUTION

- 48.1 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 21** (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 nominated senior representative, 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 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.

48.2 Subject to **clause 41** (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.

49 EARLY NOTIFICATION

49.1 The Contractor must immediately notify DFAT if the Contractor (including Contractor Personnel) or a Subcontractor:

- (a) undergoes a Change in Control of the Contractor's legal entity;
- (b) where the Contractor:
 - (iii) is a company – there is appointed or, steps are taken to appoint, a liquidator, receiver, manager, controller or an administrator over the whole or any part of its affairs;
 - (iv) is an individual – it enters into a scheme of arrangement with its creditors, commits any act of bankruptcy or becomes bankrupt, or becomes incapable of managing its own affairs;
- (c) is listed on the Criminal Code Act List, the DFAT Consolidated List, a World Bank List or on a Relevant List;
- (d) is subject to any proceedings or an informal process which could lead to listing on the Criminal Code Act List, the DFAT Consolidated List, a World Bank List or listing on a Relevant List;
- (e) is temporarily suspended from tendering for World Bank contracts by the World Bank, pending the outcome of a sanctions process;
- (f) is temporarily suspended from tendering by a donor of development funding other than the World Bank; and/or
- (g) is the subject of an investigation (whether formal or informal) by the World Bank or another donor of development funding.

49.2 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: in this Schedule: **clause 5** (Performance Standards), **clause 6** (Warranties), **clause 7** (Conflict of Interest), **clause 8** (Insurances), **clause 23** (Counter-terrorism), **clause 24** (Fraud), **clause 25** (Anti-Corruption), **clause 26** (Compliance with Laws and Policies), **clause 26A** (Compliance with Commonwealth Supplier Code of Conduct), **clause 26B** (Significant Events), **clause 26C** (Use of Artificial Intelligence (AI)), **clause 27** (Security), **clause 29** (Confidentiality), **clause 30** (Privacy and Notification of Data Breaches) and **clause 34** (Subcontracting), (including the use or disclosure of Sensitive, Personal or Confidential Information, or any Security Incident that arises), it must inform DFAT immediately.

50 TERMINATION FOR BREACH

50.1 DFAT may terminate this Contract by notice to the Contractor in accordance with **clause 21** (Notices) in any of the following circumstances:

- (a) the Contractor commits a material breach or breach which, in DFAT's opinion, is not capable of remedy;
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- (b) the Contractor 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 and requiring the Contractor to remedy the breach;
- (c) the Contractor commits a Persistent Breach;
- (d) where the Contractor 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) where the Contractor is an individual – if it enters into a scheme of arrangement with its creditors, commits any act of bankruptcy or becomes bankrupt, or becomes incapable of managing its own affairs;
- (f) where the Contractor 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) the Contractor undergoes a Change in Control of the Contractor's legal entity, which in DFAT's reasonable opinion, may adversely affect the Contractor's ability to perform the Services under this Contract;
- (h) the Contractor fails to notify DFAT under **clause 49** (Early Notification);
- (i) the Contractor 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);
- (j) the Contractor made a statement or warranty in its Tender or failed to make a disclosure in its Tender Declaration leading to this Contract and DFAT is satisfied on reasonable grounds that the statement 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 a Contract;
- (k) the Contractor is convicted of any offence during the Contract Period;
- (l) the Contractor, its Personnel or Subcontractors are or become listed on the Criminal Code Act list, the DFAT Consolidated List, a World Bank or Relevant List or are subject to any proceedings or an informal process that may lead to them becoming so listed;
- (m) the Contractor does not take appropriate steps to manage child protection risks and respond to an allegation or suspicion of child harm with respect to this Contract, including a failure to inform DFAT immediately of any allegation or suspicion of child exploitation, abuse and harm in accordance with DFAT's Child Protection Policy;
- (n) the Contractor does not take appropriate steps to manage sexual exploitation, abuse and harassment risks and respond to an allegation of sexual exploitation, abuse or harassment with respect to this Contract, including a failure to report to DFAT within 24 hours of any allegation of sexual exploitation, abuse or harassment in accordance with DFAT's Protection from Sexual Exploitation, Abuse and Harassment Policy; and/or
- (o) the Contractor commits a breach of **Clauses 26.1** (Compliance with Laws and Policies) or 59.1 (Compliance with DFAT Policies) and does not remedy the breach within ten (10) Business Days (or such longer period as DFAT may specify in the notice) of receipt of a notice from DFAT specifying the breach and requiring the Contractor to remedy the breach.

50.2 For the avoidance of doubt, **clauses 50.1(h) to (n)** do not limit the generality of **clauses 50.1(a) to (c)**.

51 TERMINATION FOR CONVENIENCE

51.1 DFAT has an unfettered discretion to, by notice to the Contractor in accordance with **clause 21** (Notices), terminate or reduce the scope of this Contract from the time specified in the notice. Without limiting DFAT's rights under this Contract, at law or in equity, DFAT's rights under this **clause 51.1** include the discretion to terminate or reduce the scope of this Contract if DFAT determines that the continuation of this Contract, or the continuation of a program or initiative for the purposes of which this Contract was entered into, does not support the achievement of value for money by DFAT. The Parties acknowledge and agree that such a determination by DFAT may be made in the absence of a breach of this Contract by the Contractor and due to circumstances beyond the Contractor's control.

- 51.2 If DFAT exercises its right in **clause 51.1**, the Contractor must comply with directions given by DFAT, cease or reduce (as applicable) 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, including novate any Subcontracts to DFAT or its nominee, if required by DFAT.
- 51.3 If DFAT terminates or reduces the Contract under this **clause 51**, DFAT will only be liable to the Contractor for the following loss or damage incurred as a direct consequence of termination of this Contract to the extent that they can be reasonably substantiated and are unable to be avoided or mitigated:
- (a) Fees as payable under **Schedule 2** (Pricing Schedule) of the Deed for Services provided before the effective date of termination (on a pro-rata basis, if applicable);
 - (b) lease termination costs for early termination of leases required specifically and exclusively for the performance of the Contract;
 - (c) to the extent not captured by paragraph a), payments made or owing to Subcontractors procured in accordance with this Contract which were incurred by provision of Services prior to the date of notice of termination of this Contract by DFAT; and
- s 47G(1)(b)
- (f) provided that DFAT will not be liable to pay any amount under this **clause 51.3** which, when added to any Fees already paid to the Contractor under this Contract, would together exceed the maximum amount payable by DFAT to the Contractor under this Contract, as specified in **clause 1** of **Schedule 2** to the Services Order.
- 51.4 The Contractor must, in each Subcontract, reserve a right of termination to take account of DFAT's right of termination under this **clause 51** and the Contractor must make use of such rights to mitigate losses in the event of termination by DFAT under the provisions of this **clause 51**.
- 51.5 Subject to this Contract, on expiry or termination (whether under this clause 51 or any other provision of this Contract):
- (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 goods and/or services arrangements.
- 51.6 The Contractor's obligations under **clause 51.5** 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.
- 51.7 DFAT is not obliged to make any further payments to the Contractor (whether under this Contract, at law or in equity) if DFAT exercises its rights in **clause 51.1** except as expressly provided under this **Clause 51**.

52 FORCE MAJEURE

- 52.1 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 52.2**:
- (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.

52.2 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 Force Majeure 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.

52.3 The Contractor must:

- (a) arrange a meeting with DFAT within 24 hours' of a notice given under **clause 52.2**; 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.

53 EXTENSION OF TIME

- 53.1 Subject to **clause 53.5** neither DFAT nor the Contractor will be in breach of the Contract to the extent that performance of their Contract obligations is prevented due to any significant change in circumstances (including change in Partner Country Laws, and industrial disputes) that are beyond the control of the Contractor.
- 53.2 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 due to **clause 52** (Force Majeure) it must notify DFAT in accordance with **clause 52** providing details of the delay and its likely impact on the performance of this Contract.
- 53.3 Where **clause 52** (Force Majeure) has been triggered, 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 15** (Amendment).
- 53.4 DFAT must consider the Contractor's recommendations and request for an extension of time as soon as practicable after receiving the request in accordance with **clause 53.3** and may grant approval subject to conditions.
- 53.5 If DFAT approves in writing a request by the Contractor for an extension of time under **clause 53.3**, any resultant changes to the Contract must be documented in a Deed of Amendment.
- 53.6 Even if the Contractor has not given notice under **clause 53.2**, 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.
- 53.7 Where an extension of time has been granted and the Contractor has been unable to perform its obligations for forty-five (45) Business Days or more, DFAT may suspend the Contract, reduce the scope or terminate the Contract by notice in writing.
- 53.8 In the event of suspension, deletion or termination of the Services or the Contract in accordance with this **clause 53**, DFAT will be liable for Fees in accordance with **Clause 50.3** (Termination for Convenience).

54 LIABILITY

- 54.1 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.
 - 54.2 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,
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in respect of the Project, whether or not the Loss arises in connection with any negligence, default or lack or care on the part of DFAT, its employees, agents or advisors.

55 EXPORT APPROVALS AND IMPORTED SUPPLIES

- 55.1 The Contractor must obtain all necessary valid export licences or other licences and approvals to provide the Services in accordance with the Deed and this Contract. The Contractor must provide, on request by DFAT, a copy of any such licence or other approval, or proof that such licence or approval has been obtained.
- 55.2 The Contractor must notify DFAT in writing within five (5) Business Days of becoming aware of the refusal, revocation, or any qualification of an export licence or other licence or approval required for the provision of the Services under this Contract.

PART 7 – PROJECT SPECIFIC CONDITIONS

56 DEFINITIONS

- 56.1 For the purposes of this Part 7, and unless a contrary intention appears, the following definitions apply:

Director of Workplace Gender Equality means the person so named in Section 9 of the *Workplace Gender Equality Act 2012* (Cth).

Indigenous Enterprise means an organisation that is 50 per cent or more Indigenous owned that is operating a business.

57 HANDOVER AND ASSETS

- 57.1 Within twelve (12) months of the Services Start Date, the Contractor must draft and provide to DFAT a Handover Plan that includes all the functions to be performed to hand over Contract Material, Supplies, information, documents and other materials to the Partner Country (or to DFAT where Services are provided in Australia) in a manner that ensures the Partner Country is able to benefit from the Project and can manage ongoing maintenance requirements, as well as any other matters specified in this Contract.
- 57.2 The Contractor must make changes to the Handover Plan as reasonably requested by DFAT and update the Handover Plan as necessary during the Contract Period, but at least annually and not less than six (6) months before the end of the Contract Period.
- 57.3 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, or as otherwise agreed in writing by DFAT.
- 57.4 The Contractor must:
- (a) bear the loss or damage in respect of the Supplies until handover of Supplies to DFAT or to a third party as directed by DFAT;
 - (b) establish and maintain a Register of Assets which will 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
 - (b) submit to audit by or on behalf of DFAT its Register of Assets and associated documentation such as import documents, invoices and warranties at any time and from time to time.
- 57.5 On the expiry or termination of this Contract, the Contractor must provide all reasonable assistance and cooperation necessary to facilitate the provision of services similar to the Services 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 in writing by DFAT;
-

- (c) if requested by DFAT, facilitate the assignment to DFAT, DFAT's nominee or to the Partner Country of Subcontracts 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.

58 NOT USED

59 COMPLIANCE WITH DFAT POLICIES

General

- 59.1 In performing its obligations under the Contract, the Contractor must comply with, and must ensure that its Personnel comply with, all DFAT policies as updated from time to time including (accessible on the DFAT website at: www.dfat.gov.au):
- (a) 'Australia's International Disability Equity and Rights Strategy, accessible on the DFAT website at: [Australia's International Disability Equity and Rights Strategy: Advancing equity to transform lives | Australian Government Department of Foreign Affairs and Trade](http://www.dfat.gov.au/publications/Pages/child-protection-policy.aspx). Particular attention must be directed towards the Strategy's guiding principles;
 - (b) the 'Child Protection Policy', accessible on the DFAT website at: <https://dfat.gov.au/about-us/publications/Pages/child-protection-policy.aspx>;
 - (c) DFAT's 'Protection from Sexual Exploitation, Abuse and Harassment Policy', accessible on the DFAT website at: <http://www.dfat.gov.au/pseah>;
 - (d) information accessibility requirements contained in the 'Creating documents that meet accessibility guidelines' accessible on the DFAT website at: <https://www.dfat.gov.au/about-us/about-this-website/accessible-documents/creating-documents-meet-accessibility-guidelines>;
 - (e) the 'Environmental and Social Safeguard Policy for the Aid Program', accessible on the DFAT website at: <https://www.dfat.gov.au/sites/default/files/environmental-social-safeguard-policy.pdf>;
 - (f) 'Australia's International Gender Equality Strategy', accessible on the DFAT website at: [Australia's International Gender Equality Strategy | Australian Government Department of Foreign Affairs and Trade](http://www.dfat.gov.au/publications/development/dfat-guidance-note-locally-led-development);
 - (g) the 'Fraud and Corruption Control Framework', accessible on the DFAT website at [Fraud and Corruption Control in DFAT | Australian Government Department of Foreign Affairs and Trade](http://www.dfat.gov.au/publications/development/dfat-guidance-note-locally-led-development);
 - (h) 'DFAT's Ethics, Integrity and Professional Standards Policy Manual', accessible on the DFAT website at: [Ethics, Integrity and Professional Standards Policy Manual | Australian Government Department of Foreign Affairs and Trade](http://www.dfat.gov.au/publications/development/dfat-guidance-note-locally-led-development); and
 - (i) the 'Locally Led Development Guidance Note', accessible on the DFAT website at: <https://www.dfat.gov.au/publications/development/dfat-guidance-note-locally-led-development>.

Child protection

- 59.2 In providing the Goods or Services to DFAT, the Contractor must comply with, and ensure that its Personnel, contractors and subcontractors comply with, DFAT's Child Protection Policy, accessible on the DFAT website at: www.dfat.gov.au/childprotection.
- 59.3 DFAT may conduct a review of the Contractor's compliance with DFAT's Child Protection Policy. DFAT will give reasonable notice (at least 14 calendar days) to the Contractor and the Contractor must at its own cost participate co-operatively in any such review.
- 59.4 In accordance with DFAT's Child Protection Policy, the Contractor must immediately (within 24 hours) report any suspected or alleged case of child exploitation, abuse, harm or policy non-compliance by anyone within scope of the policy with official duties or business to childprotection@dfat.gov.au.
-

- 59.5 In reporting to DFAT as required pursuant to this clause 59.5, the Contractor must comply with the Privacy Act 1988 (Cth) and the privacy provisions in the Child Protection Incident Notification Form, accessible at: www.dfat.gov.au/childprotection.
- 59.6 **Clauses 59.2** to Error! Reference source not found. are material terms of this Contract.
- Protection from Sexual Exploitation, Abuse and Harassment (PSEAH)**
- 59.7 In providing the Goods or Services to DFAT, the Contractor must comply with, and ensure that its Personnel, contractors and subcontractors comply with, DFAT's 'Protection from Sexual Exploitation, Abuse and Harassment Policy', accessible on the DFAT website at: <http://www.dfat.gov.au/pseah>.
- 59.8 In accordance with DFAT's Protection from Sexual Exploitation, Abuse and Harassment Policy, the Contractor must immediately (within 24 hours) report any suspected or alleged case of sexual exploitation, abuse or harassment by anyone within scope of the policy in connection with official duties or business to seah.reports@dfat.gov.au
- 59.9 In reporting to DFAT as required pursuant to **clause 59.8**, the Contractor must comply with the Privacy Act 1988 (Cth), and the privacy provisions in the DFAT Incident Notification Form, accessible at <http://www.dfat.gov.au/pseah>.
- 59.10 DFAT may conduct a review of the Contractor's compliance with DFAT's Protection from Sexual Exploitation, Abuse and Harassment Policy. DFAT will give reasonable notice (at least 14 calendar days) to the Contractor and the Contractor must at its own cost participate co-operatively in any such review.
- 59.11 If DFAT finds that the Contractor has failed to comply with DFAT's Protection from Sexual Exploitation, Abuse and Harassment Policy, the Contractor must promptly, and at the cost of the Contractor, take such actions as are required to ensure compliance with DFAT's Protection from Sexual Exploitation, Abuse and Harassment Policy.
- 59.12 **Clauses 59.1** to **59.11** are material terms of this Contract.
- Environmental and Social Safeguards**
- 59.13 In providing Goods or Services to DFAT, the Contractor must comply with, and must ensure that its Personnel, contractors and subcontractors comply with, DFAT's 'Environmental and Social Safeguards (ESS) Policy, including any associated plans or reporting requirements (accessible at www.dfat.gov.au/about-us/publications/Pages/environmental-social-safeguard-policy).
- 59.14 DFAT may conduct a review of the Contractor's compliance with the ESS Policy or associated plans. DFAT will give reasonable notice to the Contractor and the Contractor must at its own cost participate co-operatively in any such review.
- 59.15 The Contractor must report any non-compliance with ESS Policy or associated plans and provide details of proposed remediation plans or activities within five (5) Business Days of becoming aware of the non-compliance.
- 59.16 **Clauses 59.13** to **59.15** are material terms of this Contract.

60 GENDER EQUALITY

- 60.1 This clause 60 applies only to the extent that the Contractor is a 'relevant employer' for the purposes of the WGE Act.
- 60.2 The Contractor must comply with its obligations, if any, to promote gender equality in the workplace under the WGE Act.
- 60.3 Subject to **clause 57.1**, if the Contractor becomes non-compliant with the WGE Act during the Contract Period, the Contractor must promptly notify the DFAT Officer nominated in **clause 21** (Notices) and DFAT reserves the right to provide the Contractor with directions regarding compliance.
- 60.4 If the Contract Period exceeds eighteen (18) months, the Contractor must provide a current letter of compliance from the Workplace Gender Equality Agency within 18 months from the Services Start Date and following this, annually, to the DFAT Officer nominated in **clause 21** (Notices).
-

60.5 Compliance with the WGE Act does not relieve the Contractor from its responsibility to comply with its other obligations under the Contract.

61 MODERN SLAVERY

61.1 In this **clause 61.1**:

Guiding Principles on Business and Human Rights means the United Nations' Guiding Principles on Business and Human Rights: Implementing the United Nations "Protect, Respect and Remedy" Framework available at https://www.ohchr.org/documents/publications/guidingprinciplesbusinesshr_en.pdf.

Modern Slavery has the same meaning as it has in the *Modern Slavery Act 2018 (Cth)*.

61.2 The Contractor must take reasonable steps to identify, assess and address risks of Modern Slavery practices in the operations and supply chains used in the provision of the Services.

61.3 If at any time the Contractor becomes aware of Modern Slavery practices in the operations and supply chains used in the performance of this Contract, the Contractor must as soon as reasonably practicable:

- (a) promptly notify DFAT of the Modern Slavery practices and provide any relevant information requested by DFAT;
- (b) take all reasonable action to address or remove these practices, including where relevant by addressing any practices of other entities in its supply chains;
- (c) take all reasonable steps to remediate any adverse impacts caused or contributed to by the Contractor from these practices in accordance with the Guiding Principles on Business and Human Rights;
- (d) consult with DFAT about its actions and steps under **clauses 61.3(b) and 61.3(c)**; and
- (e) provide updates to DFAT of its progress to address or remove these practices and remediate the adverse impacts on a regular basis and as otherwise requested by DFAT.

62 PROCUREMENT AND GRANTS

62.1 In procuring all Supplies 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) implement procedures that are consistent with the principles of the Commonwealth Procurement Rules and the Public Governance, Performance and Accountability Act 2013 (Cth) in particular, observing the core principles of achieving value for money and the supporting principles;
- (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.

62.2 If, in the performance of the Services, the Contractor undertakes the administration of Grants, the Contractor must:

- (a) implement procedures so that the administration of the Grants is undertaken in a manner that is consistent with the Commonwealth Grants Rules and Principles and RMG411;
 - (b) maintain complete and accurate records documenting the procedures followed in selecting Grant Recipients;
-

- (c) ensure that no Grants are provided to any person or organisation:
 - (i) on the DFAT Consolidated List, the Criminal Code Act List, the World Bank List or a Relevant List; or
 - (ii) directly or indirectly engaged in any terrorism-related activities; and
- (d) unless otherwise agreed in writing by DFAT, grant DFAT an irrevocable, perpetual, non-exclusive, world-wide, royalty-free licence (including the right to sublicense) to use, reproduce, adapt, exploit and modify for any purpose, any Intellectual Property created by the Grant Recipient under the relevant Grant agreement.

62.3 The Contractor will not be liable to DFAT for the acts, defaults and omissions of Grant Recipients in acquitting their Grants, except where such acts, defaults and omissions of Grant Recipients are due to:

- (a) the Contractor's failure to exercise due diligence when issuing Grants; or
- (b) any other failure of the Contractor to provide its Services with respect to Grant Recipients in accordance with this Contract.

62.4 Any agreement entered into by the Contractor for the provision of Grants to Grant Recipients must contain clauses:

- (a) that authorise DFAT to publish details of the name of the Grant Recipient and the nature of the Grant that the Grant Recipient has received;
- (b) in respect of Intellectual Property, that:
 - (i) vest in the Grant Recipient all Intellectual Property created under the Grant agreement immediately upon its creation; and
 - (ii) unless otherwise agreed in writing by DFAT, require the Grant Recipient to grant the Contractor an irrevocable, perpetual, non-exclusive, world-wide, royalty-free licence (including the right to sublicense to the Commonwealth) to use, reproduce, adapt, exploit and modify the Intellectual Property for any purpose; and
 - (iii) under which the Grant Recipient is required to comply with the obligations imposed under **clause 26** (Compliance with Laws and Policies), **clause 35** (Recordkeeping), **clause 37** (Access to premises and records), **clause 38** (Audit) and **clause 50** (Termination for breach) and **clause 51** (Termination for convenience).

62.5 Nothing in this **clause 62** limits, reduces or derogates from the Contractor's other obligations under this Contract.

63 ACCESSIBILITY REQUIREMENT FOR DFAT WEBSITES

63.1 If the Statement of Requirement or the Services Order requires the Contractor to develop or maintain a website on behalf of DFAT, the Contractor must ensure that the website complies with the Web Content Accessibility Guidelines (WCAG) Version 2.0, Level AA.

64 INDIGENOUS PROCUREMENT POLICY

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

64.2 The Contractor must use its reasonable endeavours to increase its:

- (a) purchasing from Indigenous Enterprises; and
- (b) employment of Indigenous Australians,

in the delivery of the Services.

64.3 Purchasing from Indigenous Enterprises may include engagement of an Indigenous Enterprise as a subcontractor and/or use of Indigenous suppliers in the Contractor's supply chain.

- 64.4 Within one month of any written request from DFAT, the Contractor must provide written reports and evidence of its compliance with this **clause 64**.
- 64.5 In this **clause 64, Indigenous Procurement Policy** means the Indigenous Procurement Policy of the Commonwealth, details of which are available at <https://www.niaa.gov.au/our-work/employment-and-economic-development/indigenous-procurement-policy-ipp>.

65 SHADOW ECONOMY

- 65.1 It is Commonwealth Policy to increase the integrity of government procurement, as listed in the procurement connected policy guidelines: *Shadow Economy – increasing the integrity of government procurement: Procurement connected policy guidelines October 2024* available at <https://treasury.gov.au/publication/p2019-t369466>.
- 65.2 The Contractor warrants in relation to any first-tier Subcontractor it has engaged to deliver goods and/or services as part of a contract resulting from a procurement with an estimated value of over AUD4 million (GST inclusive) that the Contractor either:
- (a) at the time of responding to the approach to market that resulted in the entry of this Contract, obtained all Valid and Satisfactory Statements of Tax Record required for the Subcontractor's entity type under Part 10 of the Shadow Economy Procurement Connected Policy; or
 - (b) obtained at the time of entry into the Subcontract, all Valid and Satisfactory Statements of Tax Record required for the Subcontractor's entity type under Part 10 of the Shadow Economy Procurement Connected Policy.

The Contractor must, on request by DFAT, provide to DFAT a copy of any such Statement of Tax Record.

- 65.3 If the Contractor is a partnership, the Contractor will ensure that if a new partner joins the partnership that a Valid and Satisfactory Statement of Tax Record for the partner is provided to DFAT as soon as possible after they become a partner to the partnership.
- 65.4 The Contractor warrants that at the Services Start Date it holds all Valid and Satisfactory Statements of Tax Record required for its entity type under Part 10 of the Shadow Economy Procurement Connected Policy.
- 65.5 The Contractor must hold all Valid and Satisfactory Statements of Tax Record required for its entity type under Part 10 of the Shadow Economy Procurement Connected Policy at all times during the Contract Period and, on request by DFAT, provide to DFAT a copy of any such Statement of Tax Record.
- 65.6 Without limiting its other rights under this contract or at law, any failure by the Contractor to comply with the requirements outlined in this clause will be a breach of this Contract.
- 65.7 The Contractor must ensure that any first tier Subcontractor engaged under this Contract that delivers goods and/or services with an estimated value of \$4 million or more (GST inclusive) holds all Valid and Satisfactory Statements of Tax Record required for its entity type under Part 10 of the Shadow Economy Procurement Connected Policy at all times during the Contract Period.
- 65.8 The Contractor must retain a copy of any Statement of Tax Record held by any first tier Subcontractor in accordance with **clause 65.7** and must, on request by DFAT, provide to DFAT a copy of any such Statement of Tax Record.

66 RISK MANAGEMENT PLAN

- 66.1 The Contractor will prepare a Risk Management Plan in relation to the performance of this Contract. The Contractor will submit the Risk Management Plan to DFAT within time specified in the Services Order for review, but no later than one (1) month from Services Start Date.
- 66.2 The Risk Management Plan should at a minimum detail the:
- (a) risk assessment process including risk identification, risk rating methodology, consequence ratings, methods for risk treatment/control; risk monitoring and consultation undertaken;
 - (b) requirements for developing and maintaining a risk register to record and review risks related to the Contract; and

(c) risk management processes including who within the Contractor's organisation will be responsible for management and reporting of the relevant risks.

66.3 DFAT may suggest amendments to the Risk Management Plan, and the Contractor will promptly make any amendments required by DFAT and promptly resubmit the revised Risk Management Plan to DFAT for its further review.

66.4 The Contractor must comply with the Risk Management Plan in its performance of this Contract. For the avoidance of doubt, nothing in this clause derogates from the Contractor's other obligations arising under this Contract or otherwise in relation to the provision of the Services.

66.5 The Contractor will review and if appropriate, update the Risk Management Plan and risk register no less frequently than every three (3) months during the Contract Period to ensure that it remains relevant. The Contractor will promptly provide a copy of each updated Risk Management Plan and risk register to DFAT.

Services Order 81997/1 Partnerships for Infrastructure Phase 2: Core Services

Services Order number – 81997/1
DT Global Asia Pacific Pty Ltd has offered under clause 5 of the Deed of Standing Offer (the Deed) specified at item 1 below to provide the Services to DFAT. DFAT accepts this offer on the terms and conditions set out in the Deed and issues this Services Order in accordance with clause 5 of the Deed. Any inconsistency between this Services Order and another document forming part of this Contract is to be resolved in accordance with clause 5.5 of the Deed. Terms used but not defined in this Services Order have the meaning given to them in Schedule 10 – Standard Contract Conditions to the Deed.

DFAT Representative	Director, Southeast Asia Infrastructure, Energy and Climate Change Section s 22(1)(a)(ii) @dfat.gov.au)
Contractor Representative	s 47F(1) @dt-global.com)

Item number	Description	Standard Contract Conditions clause reference	Details
1.	Deed No. and description	1.1	Deed no. 81997, Partnerships for Infrastructure Phase 2
2.	<i>Not Used</i>		
3.	Initial Contract Period	1.1 and 2.1	Five (5) years commencing on the Commencement Date
4.	Services Order Option Period	2.2	Up to a further five [5] years from the end of the Initial Term.
5.	Background	N/A	As per Schedule 1 to this Services Order
6.	Services	1.1 and 4	As per Schedule 1 to this Services Order
7.	DFAT requirements	4	As per Schedule 1 to this Services Order
8.	Meetings		As per Schedule 1 to this Services Order
9.	Monitoring and Evaluation		As per Schedule 1 to this Services Order
10.	Reports	39	As per Schedule 1 to this Services Order
11.	Performance Standards / Key Performance Indicators	5	As per Schedule 1 to this Services Order
12.	Personnel	1.1 and 33	Not applicable
13.	Subcontractors	34	Not applicable
14.	DFAT Material	1.1	Not applicable
15.	DFAT Supplied Items	1.1	Not applicable
16.	Background IP	1.1 and 9.1	Not applicable

Item number	Description	Standard Contract Conditions clause reference	Details								
17.	Payment – Fees, including any Payment Milestones	41	As per Schedule 2 to this Services Order								
18.	Additional/higher level of Insurance	Error! Reference source not found.	No additional insurances required								
19.	Confidential Information	1.1 and 29	DFAT Confidential Information:<table><tr><th>Item</th><th>Period of Confidentiality</th></tr><tr><td>DFAT Data</td><td>Perpetual</td></tr></table> Contractor Confidential Information:<table><tr><th>Item</th><th>Period of Confidentiality</th></tr><tr><td>[insert relevant items]</td><td></td></tr></table>	Item	Period of Confidentiality	DFAT Data	Perpetual	Item	Period of Confidentiality	[insert relevant items]	
Item	Period of Confidentiality										
DFAT Data	Perpetual										
Item	Period of Confidentiality										
[insert relevant items]											
20.	Limitation of liability amount	11	Not applicable								
21.	Additional security requirements; level of security clearances required; and police checks	27	All security requirements set out in the latest version of the Security Plan as approved by DFAT from time to time pursuant to the first Service Order to be entered into under the Deed.								
22.	Address for invoices		P4I Program Manager, Southeast Asia Infrastructure, Energy and Climate Change Section Department of Foreign Affairs and Trade R.G. Casey Building John McEwen Crescent Barton ACT 0221 Australia DFAT accepts and prefers electronic tax invoices. These can be sent to accounts@dfat.gov.au and a copy to s 22(1)(a)(ii) @dfat.gov.au								
23.	Notices	21	DFAT Director, Southeast Asia Infrastructure, Energy and Climate Change Section Department of Foreign Affairs and Trade R.G. Casey Building John McEwen Crescent Barton ACT 0221 Australia s 22(1)(a)(ii) @dfat.gov.au Contractor @s 47F(1) DT Global Asia Pacific Pty Ltd								

Item number	Description	Standard Contract Conditions clause reference	Details
			Level 14, Tenancy 2, 501 Swanston Street Melbourne, VIC 3000 s 47F(1) @dt-global.com

EXECUTED as a CONTRACT

SIGNED for and on behalf of the
COMMONWEALTH OF AUSTRALIA represented by
the Department of Foreign Affairs and Trade, ABN
47 065 634 525, by:

s 22(1)(a)(ii)

.....
MICHELLE CHAN
.....
(Name of authorised DFAT representative in block
letters)

.....
.....
.....
(Signature of authorised DFAT representative)

as authorised representative for DFAT in the
presence of:
s 22(1)(a)(ii)

.....
(Signature of witness)

s 22(1)(a)(ii)

.....
(Name of witness in block letters)

Date: *8/4/20*

SIGNED for the DT GLOBAL ASIA PACIFIC PTY. LTD.
in accordance with section 127(1) of the
Corporations Act 2001 (Cth) by:

s 47F(1)

s 47F(1)

.....
s 47F(1)
Director

.....
s 47F(1)
Director

Date: 11 May 2026 | 12:45 PM AEST

Date: 11 May 2026 | 1:10 PM AEST

Schedule 1 – Statement of Requirements

This is the first Services Order entered into under Deed 81997 to deliver the core services of Partnerships for Infrastructure Phase 2 (P4I-2).

1. FOCUS OF P4I-2

- 1.1 As outlined in the Deed and P4I-2 Investment Design Document (to be provided by DFAT to the Contractor), the objective P4I-2 is 'Australian brokered partnerships enable policies, reforms and practices that address constraints to infrastructure development and catalyse investment in quality infrastructure'. To achieve this, the Contractor must support P4I-2 to work across the three End-of-Program Outcomes (EOPOs) and related intermediate outcomes (IOs), including dedicated cross-cutting IOs on gender equality, disability and social inclusion (GEDSI) and disaster risk reduction and climate change (DRRCC).

EOPO 1: partners reform policies, regulations and systems that improve the quality of infrastructure.

EOPO 2: quality infrastructure projects are progressed to financing and implementation.

EOPO 3: partner countries and Australia deepen relationships through infrastructure cooperation that is responsive to shared priorities.

Cross-cutting IO 1: GEDSI Integration: Partners apply inclusive approaches that address gender equality, disability and social inclusion in the planning, financing and delivery of infrastructure.

Cross-cutting IO 2: Climate Change and Disaster Resilience: Partners integrate climate change and disaster resilience considerations into infrastructure planning, financing and delivery.

Sectors

- 1.2 The Contractor must ensure that P4I-2 strengthens its focus on the economic infrastructure sectors of energy (particularly the clean energy transition), transport (particularly land and maritime connectivity) and telecommunications (including telecommunications cables, other digital infrastructure and policy and regulatory settings to attract investment). These remain areas of need where Australia can add value. They are sectors that align with the Australian Government's '*Invested: Australia's Southeast Asia Economic Strategy to 2040*' ('*Invested*') objectives and connect with Australia's blended finance platforms and likeminded partners. *Invested* is accessible on the DFAT website at <https://www.dfat.gov.au/southeastasiaeconomicstrategy>.
- 1.3 This focus will be underpinned by work on public investment management (PIM), which is key to influencing the effective use of large public infrastructure budgets, as well as attracting quality private investment.
- 1.4 The Contractor must also ensure that P4I-2 makes more of its advantage as a multi-country program, further developing portfolios of work across countries at the sub-sector level including to cross-pollinate knowledge among partners. This will build on work in P4I-1 on maritime decarbonisation, grid integration of renewable energy, infrastructure resilience and national broadband approaches. Sector strategies to be developed by the Contractor, which will inform P4I-2's rolling three-year workplan, will further detail P4I-2's sectoral approach. Sector strategies will also cover the approach to GEDSI, DRRCC and PIM within each sector.

Geographic Focus

- 1.5 A comparative advantage for P4I-2 is supporting both country-led reforms and regional issues related to quality infrastructure. This helps bring scale to P4I-2 so it can maintain key technical capabilities and take lessons and successful approaches from one market to another.
- 1.6 The Contractor must support P4I-2 work across ODA-eligible ASEAN member states with a differentiated approach to engagement informed by factors like maturity of the market and enabling environment, alignment with Australian value-add and interests, and existence of other DFAT investments. The Contractor must ensure these differentiated approaches are captured in country engagement strategies (see **clause 2.12 to 2.14** in this **Schedule 1**) and reflected in the P4I-2 rolling three-year workplan (see **clause 2.18 to 2.21** in this **Schedule 1**).

- 1.7 P4I-2 will prioritise six countries: Cambodia, Laos, Malaysia, the Philippines, Thailand and Vietnam. It will support ASEAN on its infrastructure priorities aligned with P4I-2's sectoral focus, led by DFAT's P4I officer based in Australia's ASEAN mission. P4I-2 will grow engagement with Timor-Leste given its strategic importance, and retain flexibility for priority, niche activities in Indonesia. While P4I-2 does not currently engage in Myanmar, this will continue to be reviewed.

Anticipated focus of P4I-2 engagement across partner countries

Countries	Focus
Cambodia Laos Timor-Leste	Focus on capability development and upstream policy and regulatory reform, supported by Government-to-Government (G2G) engagement. Explore opportunities to link this work to identified project development or financing constraints. Expect limited opportunities for specific project development support. Sector focus: Cambodia (transport and telecommunications); Laos (energy and transport); Timor-Leste (TBD – current work is in the energy sector).
Malaysia Philippines Thailand Vietnam	A mix of capability development, G2G and other exchanges, and upstream policy and regulatory reform work. Stronger focus on working with partners to address identified blockages or other issues constraining project development and financing. Likely greater opportunity to provide specific project development support. Sector focus: Malaysia (energy and transport); Philippines (transport and telecommunications); Thailand (energy and transport); Vietnam (energy and transport).
Indonesia	Retain 5 to 10 per cent budget flexibility to provide niche support to meet high priority needs that bilateral programs are not able to cover and/or which P4I is better placed to deliver. No active programming.
ASEAN	Retain 5 to 10 per cent budget flexibility to support ASEAN-related work. Focus on: 1. using P4I in-country work to support ASEAN priorities where relevant (e.g. transport connectivity work in Laos under P4I-1 which the first example of Australian support to implement one of the 19 priority projects identified in ASEAN's infrastructure project pipeline; and 2. using P4I's in-country work and G2G partners to inform and support Australia's ASEAN engagement on key ASEAN infrastructure policy initiatives, including the ASEAN Power Grid.

2. GOVERNANCE AND MANAGEMENT ARRANGEMENTS

- 2.1 Building on arrangements developed in P4I-1, the governance and management arrangements for P4I-2 are as follows:

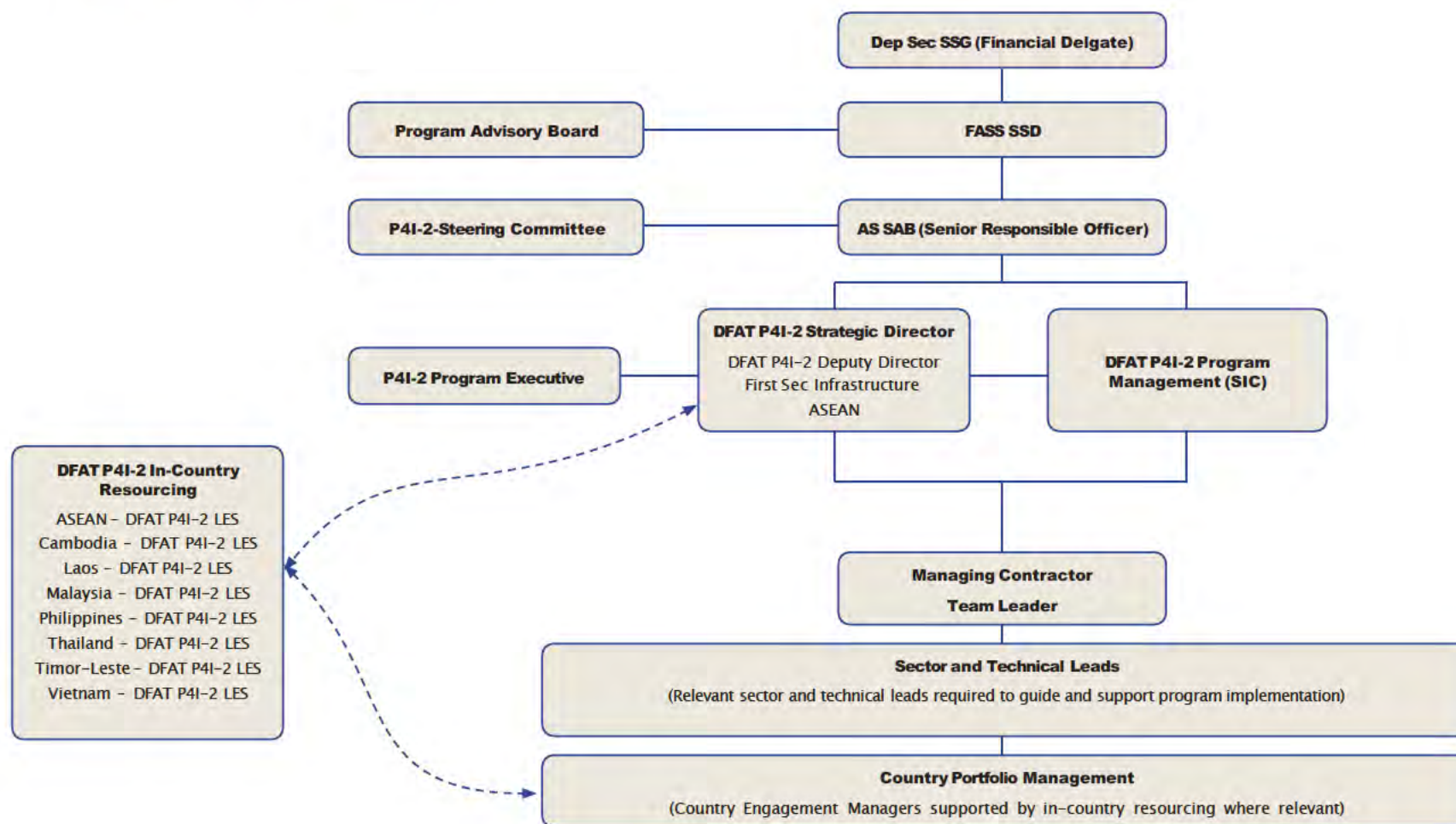
Program Advisory Board

- 2.2 A P4I Program Advisory Board, managed by DFAT, will be a key tool for DFAT to engage with Australian and in-region infrastructure industry experts about P4I-2. The Board will meet at least once per year, chaired by First Assistant Secretary, Southeast Asia Strategy and Development Division, DFAT.
- 2.3 The Board will:
- provide market intelligence and a sounding board for overall P4I-2 strategic direction
 - advise on the P4I-2 approach to engaging and partnering with the private sector and within Partner Countries in the infrastructure finance space
 - advise on options to help incubate Australian private sector interest in investing in Southeast Asia in coordination with 'Invested' initiatives
 - advise on the P4I-2 approach to project development support and other downstream engagement

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- where requested, advise on risks pertaining to specific project development activities.

P4I-2 Governance



P4I Steering Committee

- 2.4 A P4I Steering Committee will be led by DFAT's Senior Responsible Officer for P4I (Assistant Secretary, Southeast Asia Development Policy & Programs Branch). It will ensure buy-in and endorsement of P4I-2 strategy and work-planning by senior management from DFAT Posts and select Canberra areas and will support coordination with Australia's other infrastructure-related initiatives. The P4I Steering Committee will meet biannually around May (to discuss workplan updates, broader strategy and P4I-2 delivery risks) and November (to discuss P4I-2 progress and risk) each year.
- 2.5 If requested by DFAT, the Contractor must provide secretariat, policy and advisory support for the operation of the P4I Program Advisory Board and P4I Steering Committee, including but not limited to:
- drafting agendas, background papers and minutes
 - facilitating briefing processes for co-chairs and board/committee members
 - preparing outcome summaries and policy briefs
 - managing logistics (including flights, accommodation, travel insurance etc if required) and follow-up for meetings.

DFAT P4I Strategic Director

- 2.6 A DFAT P4I Strategic Director will be embedded in the P4I-2 Program Office established by the Contractor in accordance with Section 5 of this Schedule 1. The Strategic Director will be supported by a DFAT Deputy Director in the P4I-2 Program Office, and DFAT First Secretary (Infrastructure) based in Australia's ASEAN mission in Jakarta.
- 2.7 Reporting to the DFAT P4I Senior Responsible Officer, the Strategic Director will:
- set day-to-day strategic direction for P4I-2;
 - build high-level relationships with Partner Governments, regional bodies, DFAT Posts, likeminded partners and other stakeholders;
 - provide leadership on cross-cutting themes; and
 - consider risks for P4I-2 implementation.

Contractor Team Leader

- 2.8 A Contractor Team Leader based in the P4I-2 Program Office must:
- manage day-to-day implementation of P4I-2 operations;
 - undertake P4I-2 team coordination and performance management;
 - ensure delivery quality and compliance, including contract oversight of the contract services, budget management and risk reporting to DFAT; and
 - lead internal coordination between workstreams (policy, projects, partnerships) and across countries and regions.

P4I Program Executive

- 2.9 A P4I Program Executive headed by the DFAT Strategic Director, and comprising the Contractor Team Leader and key sector and technical leads, will:
- oversee the development and implementation of work-planning (see **clauses 2.18 to 2.21** in this **Schedule 1**) and country and sector strategies (see **clauses 2.12 to 2.17** in this **Schedule 1**); and
 - day-to-day implementation of P4I-2, including consideration of program risks and consideration and endorsement of proposed P4I-2 activities.
- 2.10 DFAT activity-level investment decision-making will rest with the Strategic Director based in the P4I-2 Program Office (subject to DFAT financial delegation rules).

DFAT P4I-2 Program Management – Southeast Asia Infrastructure, Energy and Climate Change Section (SIC)

- 2.11 The DFAT Southeast Asia Infrastructure, Energy and Climate Change Section (SIC) (or such other part of DFAT as DFAT may nominate from time to time) is responsible for oversight of the Contractor's management of P4I-2 (including the management of this Contract). SIC (or other area nominated by DFAT) will facilitate DFAT's internal engagement and coordination with P4I-2 and the Contractor, provide strategic analysis and advice to DFAT management, and support G2G outreach, contracting and engagement.

Country Engagement Strategies

- 2.12 Under the guidance of the P4I Strategic Director, the Contractor must develop country engagement strategies in consultation with DFAT Posts for each P4I-2 Partner Country of focus and for ASEAN. The Contractor must review the strategies annually to inform updating of the P4I-2 rolling three-year workplan.
- 2.13 Country engagement strategies will capture P4I's differentiated approach to programming and inform the size and shape of engagement in each Partner Country. This will include weight of effort across sectors (and subsectors) and across the infrastructure lifecycle, and associated risks. They will be a key vehicle for policy engagement with P4I-2 partners in each country. These strategies will also capture country specific context regarding cross cutting themes, including GEDSI, DRRCC, and PIM.
- 2.14 The strategies will initially follow the format developed in P4I-1, with any format changes to be agreed with DFAT. Copies of relevant templates will be provided by DFAT.

Sector Strategies

- 2.15 Under the guidance of the P4I Strategic Director, the Contractor must develop and maintain sector and/or subsector strategies, as directed by DFAT. At inception this will include an energy transition sector strategy, maritime transport sector strategy (particularly decarbonisation), land transport sector strategy and telecommunications sector strategy.
- 2.16 These strategies must be used by the Contractor to inform work-planning and P4I-2 activity development and are to outline:
- overarching objectives for P4I's engagement in each sector;
 - a coherent, programmatic approach for P4I-2's work in each sector;
 - the approach to developing portfolios of work across Partner Countries at the subsector level;
 - sector-specific approaches to GEDSI, DRRCC, PIM and other relevant cross-cutting issues;
 - the role of current and proposed delivery partners (including G2G partners); and
 - coordination opportunities with other DFAT programs and with likeminded partners.
- 2.17 The Contractor must review the strategies annually to inform updating of the P4I-2 rolling three-year workplan.

Work-Planning

- 2.18 Under the guidance of the P4I Strategic Director, the Contractor must develop and maintain a rolling three-year P4I-2 work plan (and budget). Work plans will cover the three-year period commencing 1 July each year, aligned with the Australian financial year. These work plans must identify the Services to be provided to achieve each EOPO and be fully costed and aligned with P4I-2 activity requirements and budgets for the period in which they cover.
- 2.19 The work plan will be considered by the P4I Steering Committee and Program Advisory Board for feedback and endorsement, with final approval by the DFAT P4I Senior Responsible Officer. The rolling three-year P4I-2 work plan is intended to present a detailed, costed plan for year one, followed by an indicative plan and costs for years two and three.

- 2.20 The work plan must reflect the approaches outlined in the country engagement and sector strategies, and supported by the Monitoring, Evaluation and Learning (MEL) plan (see **clause 8** of this **Schedule 1**), will provide programming structure and certainty. The content and structure of the work plan must be agreed in writing between DFAT and the Contractor and may include:
- financial year budgets with break-downs for each budget category, including activity costs
 - key P4I-2 Milestones and Deliverables, including timelines and budgets (including for activity costs)
 - description of planned P4I-2 activities, including approved or indicative budgets (including for activity costs), aligned with country engagement and sector strategies
 - Personnel staffing and resource plan, including strategies to monitor and assess performance
 - partnerships engagement (including G2G partnerships) approach and activities
 - current MEL system activities
 - communications activities (in line with the Communications and Public Diplomacy Strategy at **clause 11** of this **Schedule 1**)
 - activities to further GEDSI, DRRCC, PIM and locally led development to meet the Locally Led Development and Sustainability Plan objectives
 - activities to support quality assurance and risk management, including fraud control and anti-corruption
 - activities to update P4I-2 plans and documentation, including the Program Manual and other P4I-2 guidance documents
 - updates to the Risk Management Plan, if required
 - updates to the Contractor's security plan, if required.
- 2.21 The Contractor must implement the work plan according to the activities, resources and timeframes agreed with DFAT, subject to mutually agreed revisions in response to changing circumstances and responding to information generated by the finance, program management and MEL systems. Any changes to the work plan must be agreed between DFAT and the Contractor and formally documented.

Activity Development, Implementation and Governance

- 2.22 The Contractor must implement a transparent, robust approach to activity governance, building on approaches developed in P4I-1. To support this, the Contractor must develop guidelines (for approval by DFAT) for activity design, structure, selection and approvals to promote a common minimum standard for activities across the P4I-2 program, including those implemented by Subcontractors and other partners.
- 2.23 The activity guidelines will be outlined in the Program Manual (that will be updated by the Contractor from time to time in accordance with this Schedule 1). They will ensure that P4I-2 activity outputs and results have internal design integrity with a clear program logic that: can be linked to the P4I-2 IOs and EOPOs; provides data sets that can be disaggregated by gender and disability; and links to priority sectors.
- 2.24 The activity guidelines will include delegation and approval pathways that are aligned with best practice adaptive program management and risk management, including tailored approaches for high value and/or high-risk activities.
- 2.25 The activity guidelines will continue (and refine as necessary) the two-step activity development and approval processes and templates developed in P4I-1:
- an Activity Development Budget Request (ADBR) for approval of resourcing required to undertake any early-stage activity scoping work and to develop a detailed Activity Proposal - including early-stage consideration of risk and cross-cutting issues like GEDSI and DRRCC.
 - an Activity Proposal (AP) for approval of detailed activity design and implementation arrangements including the approach to resourcing, approach to cross-cutting issues, delivery partnerships, Post coordination and risks. Activity resourcing approaches must demonstrate how these will deliver quality assurance of outputs and outcomes, provide consistency across sector and country engagement portfolios, support stakeholder relationships and demonstrate value for money.
- 2.26 The activity guidelines will also include a set of 'investment criteria' to guide P4I-2's decision making on proposed P4I-2 activities (and partnerships). The criteria will be based on the following, to be refined and tailored to different stages of the P4I-2 lifecycle.

Investment criteria to guide P4I-2 decision making

Criterion	Assessment
Strategic Relevance: The extent to which the proposed activity or partnership aligns with priorities of DFAT, Southeast Asian partner governments, and regional strategies (e.g., ASEAN Master Plan on Connectivity, national infrastructure plans).	› Does the activity or partnership support Australia's foreign policy, development policy, climate change and disaster resilience, and GEDSI goals? › Does the activity or partnership support objectives of <i>'Invested: Australia's Southeast Asia Economic Strategy to 2040'</i> ○ Are risks of supporting the commercial or strategic interests of a competitor identified and mitigated? ○ Are the risks of supporting one Australian stakeholder over another identified and mitigated? › Is the activity or partnership clearly linked to a country engagement strategy? › Is the activity or partnership in an area of Australian comparative advantage / strength?
Development Impact and Inclusivity: The potential of the activity or partnership to deliver measurable improvements in infrastructure quality, access, and inclusion.	› Are there clear pathways to improved service delivery or institutional capacity? › Will the activity or partnership help deliver an outcome that would not otherwise occur (additionality)? › How will the activity or partnership support GEDSI, Indigenous engagement, and locally-led development?
Value for Money: The optimal use of resources to achieve the desired development outcomes, balancing economy, efficiency, effectiveness, and equity.	› Are costs proportionate to expected results? › Reflective of market rates? › Are delivery models and partnerships: ○ able to address the identified problem, issue, or project? ○ bringing added value and complementarity – e.g., expertise that P4I-2 is not able to otherwise effectively access? ○ efficient and leveraging (or have potential to leverage) other funding or financing? ○ assist our profile and relationships in the region (e.g. because they are Australian, and/or because they are well recognised in the region; and/or because of their commitment to profiling the partnership).
Implementation Feasibility and Risk: The practicality of delivering the activity or partnership given the local context, available resources, timelines, and identified risks.	› Is there a clear and realistic delivery plan? › Are political economy, fiduciary, safeguard, and climate change and disaster reduction risks well understood and accounted for?
Contribution to Sustainability and Systems Change: The extent to which the activity or partnership will lead to lasting reforms, improved policy frameworks, or strengthened	› Will the activity or partnership help embed environmental, social, and governance frameworks or inclusive planning standards? › Is there potential for scaling, replication, or integration into national systems?

Criterion	Assessment
institutions and infrastructure systems.	

2.27 While the P4I-2 Program Executive will play a key role in quality assurance, value for money assessments, endorsing resourcing and procurement methods, and endorsing proposed P4I-2 activities, final approval will rest with the DFAT P4I Strategic Director (subject to DFAT financial delegation rules).

2.28 The Contractor must ensure all Subcontracts and Grants and associated tasking notes relevant to activities delivered under this Contract identify deliverables and related payment milestones (including acceptance criteria, due dates, and evidence requirements). For each Subcontracted Deliverable/Milestone:

- The Contractor must review evidence provided by the Subcontractor sufficient to demonstrate completion in accordance with the acceptance criteria, which may include: technical artefacts, reports, implementation records, beneficiary or stakeholder feedback, or any other agreed evidence.
- The Contractor must assess and verify such evidence in writing, confirming whether acceptance criteria have been met.

The Contractor must not approve any Subcontractor invoice unless the verification in the above is complete and supports acceptance.

Quality Assurance

2.29 The Contractor must quality assure including for technical and value for money review of: P4I-2 Deliverables, outputs, reporting and activity proposals (including on GEDSI, DRRCC, locally-led development and safeguards).

Program Manual

2.30 The Contractor must develop a comprehensive Program Manual covering P4I-2 activity and operational guidance, policies, processes and templates to guide implementation of the P4I-2 program. This P4I-2 Program Manual will build on the P4I-1 Service Delivery Framework and Program Operations Manual.

2.31 The structure and format of the P4I-2 Program Manual will be agreed in writing between the Contractor and DFAT. It will cover issues such as:

- P4I-2's governance and management arrangements, including roles, responsibilities, approval delegations, and lines of accountability and reporting (see **clauses 2.1 to 2.11** of this **Schedule 1**)
- activity guidelines covering activity development and approval processes, templates and guidance (see **clauses 2.22 to 2.28** of this **Schedule 1**)
- 'ways of working' arrangements (see **clause 4.16** of this **Schedule 1**)
- corporate policies, process and templates covering:
 - travel (Personnel, other partners and Partner Government counterparts)
 - financial management guidelines (see **clause 5.20** of this **Schedule 1**)
 - approaches to procurement and Grants management
 - human resource management and induction
 - management information systems, including MEL and other required corporate, financial, program management systems
 - a business continuity plan to ensure critical functions continue during disruptions
 - management and disposal of assets
- any steps that the Contractor must take to obtain an exemption from paying Foreign VAT in each Foreign Country (see **clause 45AA.3** of the **Standard Contract Conditions**)
- use of AI (see **clause 26C** of the **Standard Contract Conditions**).
- the process for revising the Program Manual and maintaining a change log of revisions.

2.32 The Program Manual must also incorporate the P4I-2:

- Fraud control plan (see **clause 24** of the **Standard Contract Conditions**)

- Work Health and Safety (WHS) Plan (see in **clause 28** of the **Standard Contract Conditions**)
- Risk Management Plan and risk register (see **clause 66** of **Standard Contract Conditions**)
- Conflict of Interest Plan and register (see **clause 7** of **Standard Contract Conditions**)
- Contractor's security plan relating to safety and security of human resources, data and information (see **clause 15** of the **Deed** and **clause 27** of **Standard Contract Conditions**)
- GEDSI Plan (see **clause 4.27** of this **Schedule 1**)
- DRRCC Plan (see **clauses 4.38** and **4.39** of this **Schedule 1**)
- Environmental and Social Safeguards Framework (see **clauses 4.47** to **4.50** of this **Schedule 1**)
- Indigenous Engagement Plan (see **clauses 4.33** to **4.36** of this **Schedule 1**)
- Locally Led Development and Sustainability Plan (see **clause 4.44** of this **Schedule 1**)
- Handover Plan (see **clause 5.21** of this **Schedule 1**)
- MEL plan (see **clause 8.8** of this **Schedule 1**)
- Communications and Public Diplomacy Strategy (see **clauses 11.1** to **11.6** of this **Schedule 1**).

- 2.33 An initial draft of the Program Manual will be due during the mobilisation, inception and transition phase of this Services Order, and is to be updated to include key strategies and plans outlined in **clause 2.31**, in accordance with **Table 1** (see **clause 12** of this **Schedule 1**). The Program Manual will thereafter be reviewed annually and updated as required during the Contract Period.

3. SERVICES ORDER PHASES

- 3.1 The Contractor must deliver Services under this Services Order in two phases: a six-month mobilisation, inception and transition period (Phase 1) followed by a four and a half-year implementation period (Phase 2).

Phase 1: Mobilisation, Inception and Transition (Six months from the Services Start Date)

- 3.2 During the mobilisation, inception and transition phase of this Services Order the Contractor must establish efficient and effective implementation arrangements for P4I-2, building on P4I-1 approaches and informed by a P4I-1 handover plan and P4I-2 'start-up portfolio' (SUP) of activities from P4I-1 that will be provided by DFAT within ten (10) Business Days of the Services Start Date. This must include but not be limited to the following key elements:
- (a) establish the P4I-2 Program Office in Bangkok as early as possible including recruitment and mobilisation of Contractor Personnel and novate the office lease before 30 June 2026 subject to necessary due diligence and approval by the Contractor;
 - (b) develop the key operational plans, strategies, policies and frameworks as per **Table 1** in **clause 12** of this **Schedule 1**;
 - (c) establish the required corporate, financial, program and information management systems, including the MEL system to support implementation of Services;
 - (d) establish the subcontracting and other procurement and partnership arrangements required to deliver P4I-2's specialist functions and capabilities;
 - (e) undertake introductions with key P4I-2 stakeholders and bridge existing P4I-1 relationships, and
 - (f) deliver the SUP and commence implementation of other activities in accordance with the initial work plan.
- 3.3 The Contractor must provide DFAT with all necessary assistance to ensure that mobilisation, inception and transition arrangements are conducted in a manner that ensures a smooth continuation of transitioned P4I-1 activities and services, and prioritises activities identified in the P4I-1 handover plan (to be provided by DFAT) to which disruption of support poses significant risks.
- 3.4 In consultation with DFAT, the Contractor must develop and submit, within five weeks of the Services Start Date, a P4I-2 Inception Plan outlining the proposed approach to ensuring a smooth mobilisation of Services, including in relation to the implementation of SUP activities being transitioned from P4I-1 to P4I-2 and the delivery of other Deliverables as set out in **Table 1** at **clause 12** of this **Schedule 1**.

Phase 2: Implementation (From end of 'Phase 1 (Mobilisation, Inception and Transition)')

3.5 During the implementation phase of this Services Order, the Contractor must:

- (a) deliver against the approved rolling three-year work plan, aligning activities to IOs and EOPOs
- (b) manage technical inputs, grants, and support across all workstreams
- (c) ensure MEL, GEDSI, DRRCC, PIM and other program strategies are operationalised across all activities
- (d) develop and/or update the operational plans, strategies, policies and frameworks as per **Table 1** in **clause 12** of this **Schedule 1**.
- (e) support major reviews (e.g., Mid-Term Review, Final Evaluation) and DFAT internal performance reporting (e.g. DFAT Investment Monitoring Reports, Partner Performance Assessments, Advisor Performance Assessments).
- (f) conduct periodic reviews of the P4I-2's organisational structure and processes, discussing any proposed changes with DFAT
- (g) maintain close coordination with other relevant DFAT-funded programs and development partners working in related areas
- (h) operationalise the P4I-2 MEL system
- (i) implement the Communications and Public Diplomacy Strategy (see **clause 11** of this **Schedule 1**) to showcase Australia's support and program achievements
- (j) continuously monitor the P4I-2's risk environment and modify controls and treatments as required.

4. SERVICES

4.1 The Contractor shall provide the following Services in accordance with the terms and conditions of this Contract, informed by the P4I-2 Investment Design Document and other requirements as may be agreed from time to time between the Contractor and DFAT:

EOPO 1 (Partners reform policies, regulations and systems that improve the quality of infrastructure)

- 4.2 To support achievement of EOPO 1, the Contractor must continue P4I-1's 'upstream' work to improve the policies, regulations, systems and institutional settings that govern infrastructure development. Effective policy and regulatory environments are key to influence large public budgets as well as attracting quality private investment. Australia is recognised for its expertise in this area.
- 4.3 The Contractor must ensure that P4I-2 supports Partner Country-led reforms that reflect local priorities, helping partner governments adopt or update infrastructure plans, regulations, standards and practices that promote quality, inclusivity, and climate change and disaster resilience. Activities under this EOPO will improve the investment climate by supporting reforms to legal and regulatory frameworks that encourage private sector participation in infrastructure, while ensuring diverse stakeholder engagement in planning processes. Strengthening institutional capability will be central. P4I-2 will help build systems and skills to plan and deliver infrastructure more effectively, more sustainably, and more inclusively.

EOPO 2 (Quality infrastructure projects are progressed to financing and implementation)

- 4.4 To support achievement of EOPO 2, the Contractor must provide targeted 'midstream' support in priority sectors to help progress infrastructure projects to financing and implementation – particularly where P4I-2 assistance can pilot, demonstrate or integrate the application of policy, regulatory, systems or capability work that it is supporting.
- 4.5 Activities under this EOPO will assist partners to prepare projects in ways that mobilise public and private finance (with a strong focus on private finance) and support efficient and effective operations and maintenance. P4I-2 project development work will help build partners' capability to screen, prioritise, design, prepare and manage projects that meet technical, financial, environmental, and social standards, are structured to enable private sector participation, and have a strong emphasis on climate change, including the clean energy transition, and disaster resilience, environmental and social safeguards, and inclusion.
- 4.6 The source of finance for infrastructure projects will determine how P4I-2 should engage. For example:
 - a purely publicly-funded and owned project could see P4I-2 supporting a partner government (probably in partnership with a Multilateral Development Bank (MDB)) to prepare a project.

- a solicited Public Private Partnership (PPP) project could see P4I-2 supporting a PPP unit and/or line ministry of a partner government to do project development for a PPP that will be tendered to the market. This kind of support could 'accompany' the Partner Government right through to transaction advisory and financial close.
- An unsolicited PPP project (USP) proposed to a partner government by a private entity would likely see P4I-2 work through an intermediary to support a project sponsor. In this scenario the Contractor should look to use an intermediary, such as the Private Infrastructure Development Group, who has the expertise, systems, resourcing and reputation to work effectively in this space.

4.7 To provide project development support in the absence of an intermediary, the Contractor must ensure it has access to highly technical engineering, legal, financial, environmental and social advisory services – either insourced by Contractor Personnel or outsourced to Subcontractors – and it will need to have in place mechanisms to manage the liabilities and risks that working directly with partners in this way will incur. Supervision and quality control will be critical. Over time, P4I could develop as a 'centre of excellence' for such services, for use by other DFAT programs.

EOPO 3 (Partner Countries and Australia deepen relationships through infrastructure cooperation that is responsive to shared priorities)

- 4.8 To support achievement of EOPO 3, the Contractor must contribute to deepening relationships with Australia by ensuring P4I-2 provides reliable support that is responsive to shared priorities, and which facilitates effective problem-driven Australian government and private sector partnerships. The Contractor must also ensure that P4I-2 supports Southeast Asian Partner Countries to engage with a broader set of likeminded actors, and that P4I-2 supports a more coordinated and coherent package of ODA and non-ODA Australian support for infrastructure development in the region.
- 4.9 The Contractor must support achievement of these EOPOs by providing the following core functions and capabilities (including through its Subcontractors and other partners):
- strong sectoral and technical infrastructure expertise, covering energy transition, maritime and land transport, telecommunications, infrastructure finance, G2G engagement, project and program management, and cross-cutting issues including GEDSI and DRRCC
 - highly technical engineering, legal, financial, commercial and transaction advisory services to be deployed for targeted project development activities
 - strong country and sector portfolio and relationship management, including private sector engagement, and expertise to oversee project development support across different stages of an infrastructure project's lifecycle (delivered via a mix of P4I-2 Program Office and in-country resourcing)
 - strong networks and technical capability, including in the infrastructure finance space, to drive engagement and coordination with private sector and blended finance stakeholders, like-minded and MDBs
 - program management functions to support implementation including strong financial, activity, information, monitoring, reporting and risk management systems
 - strong procurement, identification, selection, risk management and contracting capabilities
 - strong Australian networks and relationships, and on-ground capacity, to support G2G and other partnerships, including the capability to support incoming delegations, visits and workshops.
- 4.10 The Contractor must ensure that through the MEL system, the amount of infrastructure investment leveraged by P4I-2 is tracked - i.e. progression of infrastructure through the various stages of the activity lifecycle, and ultimately, the value of infrastructure delivered where P4I has provided upstream or midstream support.

Government to Government (G2G) and other Partnerships

- 4.11 The Contractor must work closely with DFAT to implement and support an expansive partnerships approach. This will include a mix of direct DFAT-to-partner funding arrangements, arrangements managed by the Contractor, and less formal partnerships. DFAT Personnel (Canberra or P4I-2 Program Office based) will in most cases play a relationship management role.
- 4.12 The aim of an expansive partnerships approach is to enable rapid, flexible access to a broad set of specialist skills and delivery partners. It will help establish meaningful, long-term, problem-driven and sustainable G2G and broader relationships between Australian organisations and counterparts in Southeast Asia.

- 4.13 This approach will be outlined in the P4I-2 work plans and in the sector and country engagement strategies (and other relevant program plans and strategies), and include:
- blending the expertise of the Contractor and P4I-2 Program Office with external expertise of partners;
 - integrating G2G engagement into P4I-2, and further broadening G2G partners, for example to include Australian State and Territory government and quasi-government agencies;
 - expanding partnerships with Australian private sector and other (e.g. academic and research) organisations to enable a broader set of not only G2G but also P2G (private sector to government) and P2P (private sector to private sector) partnerships;
 - supporting P4I-2 to develop stronger links with blended finance platforms and likeminded partners;
 - supporting DFAT to identify and engage with prospective G2G, P2G, P2P and other partners;
 - actively looking for opportunities to embed G2G, P2G, P2P partnership activity across the P4I-2 works, including leveraging the P4I-2 pipeline of forward activities to strengthen such partnerships and match partners to specific opportunities; and
 - supporting a wide range of partnership activities in Australia, regionally and in-country such as workshops, policy dialogues, training, study tours, long-term capacity building, exchanges, twinning arrangements, mentoring, secondments and long-term deployments to organisations in Partner Countries.
- 4.14 The Contractor must support P4I-2 to engage with partners in a coherent way across the three EOPOs. For example, where possible:
- upstream reform activities under EOPO1 will be informed by project development activities under EOPO2 (for example, regulatory constraints identified by project development partners could be addressed through EOPO1 activities);
 - under EOPO2, activities will be chosen that operationalise and demonstrate the value of reforms supported under EOPO1 (e.g. where P4I-2 assistance can pilot, demonstrate or integrate the application of policy, regulatory, systems or capability work that it is supporting under EOPO1).
- 4.15 The Contractor must ensure as part of its Services that P4I-2 is resourced to support and coordinate this work effectively. This will include Personnel support capability within the P4I-2 Program Office and, in Australia, and bolstering P4I-2 infrastructure finance capability to better engage with the finance ecosystem based in Singapore (see **clause 5.5** of this **Schedule 1**).
- 4.16 Roles, responsibilities and 'ways of working' between the Contractor and DFAT on G2G and other partnerships work will be developed during the mobilisation, inception and transition phase of this Services Order and documented in the Program Manual.

Support to G2G and other Partners

- 4.17 Acknowledging that different P4I-2 partners will require different types and levels of assistance, the Contractor must ensure P4I-2 can provide a range of support for G2G and other P4I-2 partnership activities. This will take the form of both Deployment Support Services (DSS) in the case of secondments and long-term deployments, and Logistics Support Provision (LSP) for all P4I-2 G2G, P2G, P2P and other partners as required.
- 4.18 DSS will include supporting:
- pre-deployment preparations for the secondees/employees and the organisations which employ or otherwise engage the secondees/employees;
 - host organisations to prepare to receive secondees/employees; and
 - secondee/employee mobilisation, travel and visas.
- 4.19 For Australian secondees/employees to the region, the Contractor must support secondees/employees in accordance with the DFAT Overseas Conditions of Service (to be provided by DFAT), with accommodation both residential and office, arrival assistance, briefings and introductions, support for communications and IT resources, management for health, safety and security.
- 4.20 For Southeast Asian secondees/employees to Australia, the Contractor must determine conditions in close consultation with DFAT, the Australian host organisation and the Partner Country employer of the secondees/employees.

4.21 LSP will include, amongst other things:

- preparatory activities (e.g. stakeholder mapping, partnership and activity scoping and design; political economy analysis)
- logistical and implementation support (e.g. travel arrangements for Australian and Partner Country organisations; arranging and managing study tours, supporting design and delivery of workshops and meetings; undertaking supportive research and analysis; managing Subcontracts; briefing on local context)
- technical, policy and project management advice (e.g. supporting Australian government agencies with complementary technical advice as part of activity implementation; providing advice on key cross-cutting issues such as MEL, GEDSI, DRRCC and locally led development)
- reporting (e.g. undertaking detailed monitoring, evaluation and reporting on behalf of G2G partners).

Working with other Programs

4.22 The Contractor must promote collaboration and coordination between P4I-2 and other DFAT programs, including Investment Deal Teams.

4.23 The Contractor must develop and implement specific tools to ensure coordination, alignment and collaboration, which will include:

- a clear pathway for measuring and monitoring alignment efforts into the MEL system
- requirements and incentives to coordinate and collaborate among DFAT programs in Terms of Reference for Contractor Personnel, in Advisor Performance Assessments, and in Subcontracting
- participation in, and support to, as required, DFAT brokered program-to-program collaboration.

Gender Equality, Disability and Social Inclusion (GEDSI)

4.24 GEDSI is a significant objective of P4I-2 with a dedicated, cross-cutting IO. The Contractor must ensure that P4I-2 maintains a twin-track approach and the target of 70 per cent of activities having a principal or significant GEDSI objective. Under the twin-track approach, the Contractor must ensure P4I-2 designs and delivers interventions that simultaneously deliver results that benefit gender equality, disability equity, and social inclusion (safety, equal work opportunities) and interventions tailored to address issues for specific groups (e.g. accessible design for people with disabilities, women engineers in leadership).

4.25 The Contractor must tailor P4I-2's GEDSI approach to Partner Country and sector contexts and capability, guided by robust political economy analysis (PEA). PEA is critical to identifying the individual and institutional political and economic incentives for change. P4I-2 will promote the economic benefits of inclusive infrastructure and highlight how GEDSI objectives align with Partner Country development priorities and inclusive economic growth goals.

4.26 In line with DFAT's good practice gender equality, disability and social inclusion (GEDSI) approaches in targeted reforms (accessible on the DFAT website at: <https://www.dfat.gov.au/international-relations/themes/gender-equality/>), the Contractor must apply 'Do No Harm' and gender and social inclusion mainstreaming through the full P4I-2 cycle.

4.27 To capture this approach to GEDSI, the Contractor must develop and maintain a P4I-2 GEDSI Plan, building on the P4I-1 GEDSI Strategy. The GEDSI Plan will be included as a part of the Program Manual. The structure of the GEDSI Plan will be agreed in writing between the Contractor and DFAT during the mobilisation, inception and transition phase of the Services Order. It must include the Contractor's own systems and practices to integrate GEDSI into P4I-2 using the 'Gender at Work Framework' (accessible at: <https://genderatwork.org/resources/gender-at-work-framework/>) as a guide.

4.28 The Contractor must also develop sector-specific approaches to GEDSI which will be outlined in the sector strategies (see **clauses 2.15 to 2.17** of this **Schedule 1**).

4.29 The following additional GEDSI approaches must be adopted by the Contractor:

Gender Equality

- 4.30 To reduce the gender gap in infrastructure policy, plans and development the Contractor must:
- include gender and disability sensitive indicators, and ensure sex and disability disaggregated data is gathered, used and reported on across each activity and P4I-2 at program level (using Washington Group Short Set where feasible)
 - deliver practical and evidence-based solutions to integrate gender equality into infrastructure plans and project development, leveraging existing toolkits and frameworks used globally
 - identify opportunities to go beyond a gender-sensitive and gender-responsive approach to push for transformative change over time (e.g. women in leadership)
 - engage reform-minded male Partner Government and industry leaders as champions of change to support policy reform and improvements to the enabling environment for women's leadership
 - identify and engage Australian and regional engineering and infrastructure platforms and partnerships (e.g. Engineers Australia, women's chapters of national engineering organisations in each Partner Country, and the Women Engineers of the ASEAN Federation of Engineering Organisations)
 - support a just transition to net zero (e.g. in renewable energy) integrating attention to gender equality and climate issues, aligned with Australia's Outcomes at the Nexus Handbook (accessible on the DFAT website at: <https://www.dfat.gov.au/sites/default/files/outcomes-nexus.pdf>)
 - ensure that the P4I-2 MEL system and reporting products include reporting on gender equality, including through disaggregated data.

Disability Equity and Rights

- 4.31 Acknowledging the challenges that P4I-2 will face in advocating for disability equity and rights in its work, the Contractor must:
- adopt a 'nothing about us without us' approach identifying opportunities, where possible, to involve people with disabilities and Partner Country's organisations of persons with disabilities (OPDs) in P4I-2 work. For example, Contractor Personnel with disabilities or expertise in accessibility design to provide technical inputs to activity design and provide advice on the application of universal design principles for accessibility
 - provide technical support to influence infrastructure project development for equitable and climate-resilient urban design and environments, integrating accessibility from the outset. This may include piloting innovations such as training a cadre of accredited experts with disabilities to advise Partner Government contracting agencies so that designs and plans meet accessibility standards
 - promote practical, evidence-based solutions to integrate disability equity into infrastructure plans and preparation, leveraging Australian and international frameworks (e.g. universal design principles for accessibility)
 - where feasible, look for opportunities to involve people with disabilities and OPDs in upstream (reform) work as experts to shift attitudes and build commitment for inclusive infrastructure
 - ensure the P4I-2 MEL system and reporting products include reporting on disability equity and rights, including through disaggregated data.

Social Inclusion and Indigenous Engagement

- 4.32 P4I-2's approach to addressing social inclusion will be embedded within the Contractor's Services to strengthen the establishment and application of policies, frameworks and capability to meet Environmental, Social, and Governance (ESG) requirements, and effectively address social and environmental safeguards during activity development.
- 4.33 The Contractor must develop and maintain a P4I-2 Indigenous Engagement Plan, building on P4I-1 approaches and documentation, and aligned with the DFAT guidance note '[Our development cooperation is enhanced by First Nations Australians' perspectives](https://www.dfat.gov.au/publications/international-relations/guidance-note-our-development-cooperation-enhanced-first-nations-australians-perspectives)' (accessible on the DFAT website at: <https://www.dfat.gov.au/publications/international-relations/guidance-note-our-development-cooperation-enhanced-first-nations-australians-perspectives>).
- 4.34 Without limiting **clause 64** of the of **Standard Contract Conditions**, the Contractor must ensure the Indigenous Engagement Plan prioritises the engagement and empowerment of First Nations Australian businesses where

possible. To the extent possible, the Plan will include specific, measurable deliverables and targets related to P4I-2 workforce and supply chain inclusion. The Indigenous Engagement Plan will detail the strategies and actions to achieve these objectives, ensuring to the extent possible that First Nations businesses are actively considered and integrated into the Contractor's P4I-2's operations and delivery of Services.

- 4.35 The Indigenous Engagement Plan will be included as a part of the Program Manual. The structure of the Indigenous Engagement Plan will be agreed in writing between the Contractor and DFAT during the mobilisation, inception and transition phase of this Services Order.
- 4.36 In implementing the Indigenous Engagement Plan the Contractor must:
- develop sector-specific approaches to indigenous engagement which will be outlined in the P4I-2 sector strategies (see **clauses 2.15 to 2.17** of this **Schedule 1**).
 - screen activity proposals to identify opportunities for Indigenous participation and engagement and to deliver practical solutions to integrate social inclusion into infrastructure plans and activity development
 - where relevant, showcase Indigenous communities' experiences in planning and developing infrastructure for partners in Southeast Asia, including from Australia
 - be cognisant of the risks and opportunities and proactively factor these into activity development, implementation, MEL and reporting
 - ensure that P4I-2 has access to indigenous technical advice and guidance that will maximise the quality of its engagement with Partner Governments on the needs of Indigenous communities
 - ensure the P4I-2 MEL system and reporting products include reporting on social inclusion and indigenous engagement, including through disaggregated data.

Disaster Risk Reduction and Climate Change (DRRCC)

- 4.37 Although DRRCC is not P4I-2's main objective, it is an important secondary objective, with a dedicated, cross-cutting IO.
- 4.38 To capture P4I-2's approach to integrating DRRCC across the program, the Contractor must develop and maintain a P4I-2 DRRCC Plan. The DRRCC Plan will build on the P4I-1 DRRCC Strategy and achievements which focussed on mainstreaming DRRCC into infrastructure policy, planning and investments. The DRRCC Plan will be included as a part of the Program Manual. The structure of the DRRCC Plan will be agreed in writing between the Contractor and DFAT during the mobilisation, inception and transition phase of this Services Order.
- 4.39 In implementing the DRRCC Plan, the Contractor must promote climate and disaster resilient infrastructure by:
- integrating DRRCC outcomes across all three of its EOPOs
 - embedding DRRCC into both Contractor MEL systems and P4I-2 activities
 - ensuring DRRCC screening is conducted at the activity level to identify and address risks
 - allocating budget for, and ensuring access to, DRRCC technical assistance inputs
 - developing sector-specific approaches to DRRCC which will be outlined in the P4I-2 sector strategies (see **clauses 2.15 to 2.17** of this **Schedule 1**)
 - ensuring that risks associated with climate change and disasters are captured and monitored in the P4I-2 risk register (see **clauses 6.1 to 6.4** of this **Schedule 1**)
 - ensuring organisational capacity assessments, activity design and delivery, and capacity development activities consider Partner Countries' ability to manage disaster risks and maintain essential service delivery in the context of disasters, and integrate measures to support strengthening Partner Countries' resilience.

Sustainability

- 4.40 The Contractor must promote sustainability in the implementation of P4I-2 by:
- building the capability of Partner Government agencies through technical assistance that supports long-term infrastructure-related institutional strengthening, including mentoring and on-the-job training
 - applying a Partner Country politically informed and demand-driven approach to the design and delivery of technical support, ensuring that short-term advisory inputs are aligned with Partner Government national priorities and embedded within any existing reform processes

- maintaining flexibility and responsiveness to changes in Partner Country context, demand, and Australian Government policy settings
- using short-term and catalytic activities as pathways into more sustained partnerships, by identifying opportunities to transition successful pilots or policy engagement into scalable, longer-term investments
- leveraging strategic partnerships with Australian and regional institutions, development finance institutions and multilateral platforms to promote knowledge exchange and collaboration
- mainstreaming DRRCC (and GEDSI) throughout infrastructure programming, by supporting partners to adopt policy and regulatory frameworks that deliver equitable services, enhance environmental sustainability, and strengthen institutions that are accountable and inclusive.

Locally Led Development

- 4.41 The Australian Government 2023 International Development Policy (accessible on the DFAT website at: <https://www.dfat.gov.au/sites/default/files/international-development-policy.pdf>) includes commitments to shift power to local actors, take a 'partner first' approach to respond to priorities of Partner Countries, build long-term partnerships, strengthen Partner Country systems, and use local capacity and national institutions.
- 4.42 The Contractor must ensure the full P4I-2 activity cycle delivers and promotes locally led development and supports influence and participation by Partner Government and Partner Country non-government stakeholders in decision-making.
- 4.43 The Contractor must consider opportunities for broader capability and institutional development that can contribute to locally led development beyond an individual activity or Subcontract.
- 4.44 In engaging or procuring Personnel, the Contractor is to first explore available expertise locally to provide the Services and, where required, twin these with additional expertise for professional development.
- 4.45 The Contractor must develop and implement a Locally Led Development and Sustainability Plan within the Program Manual, drawing on [DFAT Guidance Note: Locally Led Development](https://www.dfat.gov.au/publications/development/dfat-guidance-note-locally-led-development) (accessible on the DFAT website at: <https://www.dfat.gov.au/publications/development/dfat-guidance-note-locally-led-development>) and including appropriate performance indicators.
- 4.46 Relevant principles will be embedded in the development of country engagement strategies, the three-year rolling P4I-2 work plan and activity proposals; in the staffing of P4I Program Office and in-country resources; and in the composition of partnerships and activity teams.

Safeguards

- 4.47 The Contractor must comply with, and must ensure that its Personnel comply with, all DFAT policies (as updated from time to time) in performing the Services under this Services Order, including DFAT's mandatory safeguarding policies: Protection from Sexual Exploitation, Abuse and Harassment (PSEAH) Policy, Child Protection (CP) Policy and Environmental and Social Safeguards (ESS) Policy. This must include the Contractor implementing comprehensive due diligence assessments, training, monitoring, and incident reporting protocols.
- 4.48 The Contractor must support P4I-2 partners to strengthen their safeguards policies, protocols, and processes, including through training and monitoring on CP, PSEAH and ESS and 'do no harm' approaches.
- 4.49 The Contractor must ensure activity designs and proposals consider potential effects activities will have on all children, including children with disabilities, indigenous children, and children with diverse sexual orientations and gender identities.
- 4.50 The Contractor must develop a comprehensive ESS Framework for P4I-2 in accordance with the DFAT Environmental and Social Safeguard Policy for the Aid Program (accessible on the DFAT website at: <https://www.dfat.gov.au/about-us/publications/Pages/environmental-social-safeguard-policy>) which describes the approach, resources and responsibilities for the assessment of ESS risks for all P4I-2 activities at each stage of activity development. Safeguard identification, mitigation and management must be the collective responsibility of all Contractor P4I-2 teams. The structure and format of the ESS Framework will be agreed in writing between DFAT and the Contractor during the mobilisation, inception and transition phase of this Services Order and will be included as part of the Program Manual.

5. THE CONTRACTOR'S OPERATIONS

P4I-2 Program Office

- 5.1 The Contractor must establish and maintain a P4I-2 Program Office in Bangkok from where core P4I-2 personnel will work, including Contractor Personnel and the DFAT P4I Strategic Director and Deputy.
- 5.2 In considering the location of the P4I-2 Program Office, the Contractor must give due consideration to taking over the lease for the existing P4I-1 Program Office space in Exchange Tower, Bangkok (Level 25, Exchange Tower, 388 Sukhumvit Road, Klongtoey, Bangkok, 10110). Locating the P4I-2 Program Office elsewhere must represent value for money and be approved by DFAT.
- 5.3 The Contractor must ensure that the resourcing model and Contractor Personnel provide the skills and capabilities necessary to deliver P4I-2 and its EOPOs, including the following skills and capabilities in relation to the provision of the Services:
 - sectoral and technical infrastructure expertise covering energy transition, maritime and land transport, telecommunications, infrastructure finance, G2G and private sector engagement, activity and program management, and cross-cutting issues including GEDSI and DRRCC
 - capability to access, procure and deploy high quality, technical, and context-specific infrastructure policy, financing and development expertise
 - capability to manage a portfolio of P4I-2 activity development support across different stages of the activity lifecycle
 - country portfolio and relationship management expertise
 - capability to coordinate effectively with other DFAT programs and with key partners
 - MEL and strategic communications expertise
 - program and corporate management capability including financial, human resources, information, risk management and PSEAH, CP and ESS safeguards management expertise.
- 5.4 The Contractor must ensure P4I-2 is resourced to develop, support, manage and coordinate a diverse set of G2G and other delivery partnerships. This will involve G2G capability within the P4I-2 Program Office and in Australia, including sufficient sectoral expertise to engage with partners.
- 5.5 As a part of this partnerships approach, the Contractor must also engage a Singapore-based infrastructure finance expert to support the engagement and coordination with blended and other finance platforms, likeminded partners, MDBs and the Australian Government's Investment Deal Team hub in Singapore.
- 5.6 The Contractor must conduct periodic reviews of the P4I-2 organisational structure to assess the extent to which it is meeting the needs of P4I-2 and discuss any proposed changes with DFAT. The rolling three-year P4I-2 work plan will reflect the findings of such reviews and recommended responses to lessons learned, particularly where opportunities to increase efficiency are identified.

Personnel (including Subcontractors)

- 5.7 The Contractor must identify, recruit, mobilise, induct, support and manage its Personnel with the required competencies and capabilities to deliver the P4I-2 and its EOPOs effectively and responsively, ensuring technical excellence, operational efficiency and alignment with DFAT's priorities.
- 5.8 The Contractor must foster an inclusive and diverse P4I-2 team drawing on capabilities from within the region wherever possible and as outlined in the Locally Led Development and Sustainability Plan (see **clause 4.40 to 4.46** of this **Schedule 1**).
- 5.9 The Contractor must establish a strong leadership, management and performance culture and ensure all Personnel have a clear understanding and acceptance of their contract/employment and how it contributes to delivering the Services and EOPOs. This includes annual completion of Advisor Performance Assessments (APAs) for core Personnel using DFAT's APA template (see **clause 32** of the **Standard Contract Conditions**) and involving DFAT in the APA process as requested and providing completed APAs to DFAT if requested.
- 5.10 The Contractor must act in accordance with relevant standards such as ISO 30405:2016 (Human Resource management – Guidelines on Recruitment) and ISO 30408: 2016 (Human Resource Management – Guidelines on Human Governance) as updated from time to time.

- 5.11 The Contractor must seek DFAT endorsement for Terms of Reference / position descriptions, remuneration rates and selection outcomes for all Contractor Personnel (including Subcontractors). The Contractor may invite DFAT participation in the selection of all senior Contractor Personnel positions or appointment of expert advisors.
- 5.12 Recruitment of Personnel must be carried out via rigorous, fair and transparent processes that take advantage of a range of strategies and avenues to attract high quality expertise from diverse backgrounds (international, regional, local). This could include though formal or informal arrangements between the Contractor and institutions, organisations, communities of practice and networks with demonstrated skills in P4I-2 priority areas of focus (including GEDSI, DRRCC, PIM and MEL).
- 5.13 The Contractor is responsible for:
- mobilising Personnel and securing necessary travel/visas
 - providing Personnel pre-deployment briefings on WHS, security, P4I-2 objectives and procedures, and ensuring WHS, insurances, and security protocols are in place
 - managing and monitoring Personnel to ensure outputs are delivered on time, and to a high standard with under-performance rapidly brought to DFAT's attention. This includes having appropriate probation periods, regular performance appraisals, and being subject to appropriate remedies and support for any identified performance issues
 - engaging Personnel in accordance with market remuneration rates (where required, remuneration and conditions must conform to relevant local labour market conditions) with a representation of value for money.
 - the completion of appropriate security, medical and referee checks prior to engagement of Personnel to ensure that all Personnel are appropriate and of good character
 - providing Personnel with required training on DFAT policies, procedures, standards and tools
 - providing Personnel safety and security support, including briefings, advice and event preparedness
 - ensuring Personnel comply with, and advocate for, DFAT's policies on cross-cutting issues, including GEDSI, fraud control and anti-corruption, PSEAH, child protection and ESS
 - ensuring Personnel behave ethically and appropriately at all times consistent with DFAT's Ethics, Integrity and Professional Standards Policy Manual (<https://www.dfat.gov.au/about-us/publications/corporate/ethics-integrity-and-professional-standards-policy-manual>)
 - having robust processes in place for Personnel to declare and manage conflicts of interest in connection with the delivery of Services under P4I-2. Where actual, potential, or perceived conflicts of interest are identified, they must be declared, managed, recorded appropriately in the conflict of interest register (to be maintained by the Contractor in accordance with **clause 7** of the **Standard Contract Conditions**) and immediately reported to DFAT.
- 5.14 If requested by DFAT, the Contractor must provide Services through Specified Personnel as embedded advisors at premises nominated by DFAT. In addition to the Contractor's obligations in respect of its Personnel, the Contractor must ensure its embedded adviser Personnel:
- i. comply with all reasonable directions and procedures relating to work, health and safety, confidentiality and DFAT's security requirements and standards when using DFAT premises and facilities;
 - ii. hold (and maintain) Australian Government security clearances to the level requested by DFAT; and attend and complete any DFAT Security Awareness Course requirements, at the Contractor's cost
 - iii. have appropriate competencies and capabilities to perform the work in relation to the Services being performed as an embedded advisor.
- 5.15 The Contractor agrees, at the request of DFAT acting in its absolute discretion, to remove any embedded advisers from work in relation to Services and where required by DFAT to promptly provide a replacement embedded adviser acceptable to DFAT in accordance with **clause 33** of **Standard Contract Conditions**.

Financial Management

- 5.16 The Contractor must establish a financial management system, including digital tools and dashboards, capable of covering all Services under this Contract and all services undertaken under any other contracts entered into under the Deed, and which enables accurate, reliable and timely (ideally real time) reporting and analysis. Expenditure information in the financial management system should not be more than two weeks out of date.

- 5.17 As part of implementing the financial management system, the Contractor must:
- conduct regular audits, ensure the necessary controls, including segregation of duties, and apply robust risk mitigation
 - provide financial and compliance training to Personnel and other relevant partners as needed.
- 5.18 The Contractor must provide monthly program financial reports covering both activity expenditure and expenditure across the P4I-2 program against various budget categories described in Schedule 2 of this Services Order. The structure and format of reports will be agreed in writing between DFAT and the Contractor during the mobilisation, inception and transition period of this Services Order, and will cover items such as:
- P4I-2 activity budgets (including approved amendments to budgets), expenditure-to-date, expenditure forecasts and variances against budgets
 - total and disaggregated P4I-2 expenditure identifying all categories of expenditure including management fee and Reimbursable Costs (expenditure to date, expenditure for the month, forecast expenditure, variances against budgets). This will refer to budget expenditure against the budget categories described in Schedule 2 of this Services Order.
- 5.19 Any potential anomalies or budget overruns must be reported by the Contractor to DFAT immediately.
- 5.20 The Contractor must ensure the Program Manual sets out, at a minimum, financial management guidelines and processes related to:
- approval thresholds and delegations
 - bank accounts
 - petty cash
 - internal controls and mitigation measures
 - funds received
 - purchases
 - payments
 - record keeping
 - recovery of private expenses and gifts; and
 - financial reporting.

Handover Plan

- 5.21 The Contractor must develop and maintain a Handover Plan in accordance with **clause 57** of the **Standard Contract Conditions** using the DFAT handover plan template (accessible on the DFAT website at: <https://www.dfat.gov.au/sites/default/files/dfat-handover-plan-template.pdf>). The Handover Plan will include all functions to be performed to hand Contract Material, Supplies, information, documents and other materials to DFAT or another organisation as directed by DFAT. The Handover Plan will be included as a part of the Program Manual.

6. RISK MANAGEMENT

- 6.1 The risk profile for P4I-2 is high, reflecting its financial value and ambition. The Contractor must ensure that approaches to risk identification and management build on the robust approaches developed for P4I-1 and comply with DFAT risk management policies (see **clause 59** of the **Standard Contract Conditions**) and consistent with the DFAT guidance on development risk management provided in the DFAT [International Development Programming Guide](https://www.dfat.gov.au/about-us/publications/international-development-programming-guide) (accessible on the DFAT website at: <https://www.dfat.gov.au/about-us/publications/international-development-programming-guide>). With P4I-2 expanding its midstream support, the Contractor must ensure additional attention is paid to activity development risks such as environmental and social safeguards, child protection, PSEAH, terrorism resourcing and anti-corruption and fraud control.
- 6.2 The Contractor must develop a Risk Management Plan and risk register in accordance with **clause 66** of the **Standard Contract Conditions** during the mobilisation, inception and transition phase of this Services Order and to be included in the Program Manual. The structure and format of the risk register will be agreed in writing between DFAT and the Contractor. The Contractor must conduct quarterly updates of the Risk Management Plan and risk register with DFAT and the P4I Program Executive.

- 6.3 The Contractor must incorporate robust risk management considerations, processes, policies and procedures into all relevant P4I-2 documentation, including the rolling three-year P4I-2 work plans, country engagement strategies, sector strategies, standing agendas for key governance mechanisms such as the P4I-2 Program Executive, activity governance processes, and position descriptions for Personnel.
- 6.4 The Contractor must submit exception reports where significant issues arise that require consideration by DFAT and/or any of the P4I-2 stakeholders.

7. PROCUREMENT AND GRANTS MANAGEMENT

- 7.1 The Contractor must undertake procurements, selection, contracting and management of Subcontractors (including Subcontracted personnel, experts and other Service delivery partners) as required to implement the P4I-2 program in accordance with **clauses 34 and 62** of the **Standard Contract Conditions**.
- 7.2 The Contractor must ensure that any procurements and Grants undertaken by the Contractor comply with the terms of this Contract (including **clause 62** of the **Standard Contract Conditions**), all relevant DFAT policies and guidelines (see **clause 59** of the **Standard Contract Conditions**), and with a clear justification of value for money.
- 7.3 Approaches to procurement and Grants management under P4I-2 will be outlined by the Contractor in the Program Manual, including approval delegations and processes, procurement and grant pathways and value for money assessment criteria.
- 7.4 Where required, the Contractor must support management of other P4I-2 related DFAT contracts and Grant arrangements. This will include reviewing proposals and annual work plans, monitoring of performance, reporting, financial management and payment of funds, and any communications consistent with the P4I-2 Communications and Public Diplomacy Strategy (see **clause 11** of this **Schedule 1**).
- 7.5 The Contractor must actively identify and recommend innovative approaches to procurement, Grant and partnership arrangements, consistent with P4I-2's focus on an expansive partnerships approach to support P4I-2 delivery and achievement of the P4I-2 EOPOs.

8. PROGRAM MONITORING, EVALUATION, AND LEARNING (MEL)

- 8.1 During the mobilisation, inception and transition period of this Services Order, the Contractor must develop a comprehensive MEL system, including a MEL framework, MEL plan and MEL information management system. The Contractor must update the MEL system annually or as required by DFAT to ensure it remains relevant and responsive, while seeking to preserve comparability of results from year to year.
- 8.2 The MEL framework must be applied across P4I-2, including by Subcontractors and other Service delivery partners. The MEL framework will:
 - build on the approach to MEL in P4I-1 and the MEL framework outlined in the P4I-2 Investment Design Document;
 - be linked to the P4I-2 rolling three-year work plan; align with DFAT's MEL standards (accessible on the DFAT website at: <https://www.dfat.gov.au/sites/default/files/dfat-design-monitoring-evaluation-learning-standards.pdf>); and
 - link to relevant indicators (Tier 2 and 3) in Australia's International Development Performance and Delivery Framework at the investment level (accessible on the DFAT website at: <https://www.dfat.gov.au/publications/development/australias-development-policy-performance-and-delivery-framework>) and Southeast Asia Regional Development Partnership Plan (2024-2028) (accessible on the DFAT website at: <https://www.dfat.gov.au/publications/development/australia-southeast-asia-regional-development-partnership-plan-2024-2028>).
- 8.3 The Contractor must arrange for the MEL framework to be independently reviewed before seeking final approval of the MEL framework and plan from DFAT.
- 8.4 Building on P4I-1 approaches and data, the MEL system must draw on a mix of monitoring data (e.g. activity records, partner reports), evaluative methods (e.g., contribution analysis, outcome mapping), and regular P4I-2 partner engagement to drive performance and support timely decision making.

- 8.5 MEL system data is expected to be drawn from P4I-2 records and, where possible, P4I-2 partner systems (including planning documents, institutional reporting, and feedback mechanisms). Data must be disaggregated by sex, disability, geography, and institutional level and where feasible use the Washington Group Short Set of Questions on Disability. Intersectional approaches must inform data analysis and evaluation design. Limitations, such as gaps in sex or disability-disaggregated partner data, must be identified and addressed through supplementary data collection or support to systems strengthening (if feasible, cost effective, and within program scope).
- 8.6 The MEL framework must track performance achieved by P4I-2 in efficient provision of centralised services, levels of support to DFAT governance arrangements and recruitment, deployment and support of appropriately qualified Personnel to achieve Partner Country and sector priorities and cross-cutting EOPO outcomes. It will also enable reporting on the way in which the collection, collation and analysis of performance information has informed decision making and continuous improvement.
- 8.7 The P4I Program Executive will test the P4I-2 program logic through annual strategy testing performance discussions, with results informing the P4I-2 annual Program Progress Reports (see **clauses 9.2 to 9.5** of this **Schedule 1**) and the Investment Monitoring Reports (see **clauses 9.9 to 9.12** of this **Schedule 1**).
- 8.8 The MEL plan must outline the schedule of MEL activities (and budget), showing when key MEL activities will be carried out and information available.
- 8.9 Where relevant, DFAT may commission thematic studies to explore issues like infrastructure financing, GEDSI, or DRRCC, aligned with MEL priorities.

Reviews and Evaluations

- 8.10 To ensure accountability and learning, DFAT may undertake or commission evaluations and reviews (including independent evaluations or third-party reviews) at key points in the P4I-2 program cycle.
- 8.11 The Contractor must participate in and support (as required) any reviews or evaluations that are required and notified by DFAT relevant to P4I-2, and respond constructively to review findings. The Contractor is expected to maintain high standards of transparency, integrity, and responsiveness in all such engagements.
- 8.12 A Mid-Term Review of P4I-2 is expected to be conducted by DFAT in Year 4 (2029) to assess program progress, validate assumptions, inform program refinements and inform decisions on a possible extension beyond this Service Order's five-year period.
- 8.13 An End-of-Program Evaluation may be conducted by DFAT to assess the P4I-2 program's overall performance, sustainability of outcomes, and value for money.
- 8.14 Based on these reviews (or any significant change in circumstances for P4I-2), DFAT acting its sole discretion may instigate a design update of P4I-2 which may necessitate an update to the EOPOs, P4I-2 program logic, governance, budget, or implementation arrangements.

9. PERFORMANCE REPORTING

- 9.1 The Contractor must ensure that P4I-2's progress reporting (i.e. Program Progress Reports) is timed to inform DFAT's annual Investment Monitoring Report (IRR) and Partner Performance Assessment (PPA) processes.

Program Progress Reports (PPRs)

- 9.2 The Contractor must develop and provide to DFAT annual PPRs. The PPRs will inform updates to the P4I-2 work plan and relevant other P4I-2 strategies and plans, including country engagement strategies. They will also feed into DFAT's own government reporting including Investment Monitoring Reports, PPAs and inputs into DFAT's Development Partnership Plans for Partner Countries and DFAT's International Development Performance and Delivery Framework (Tier 2 and Tier 3 results).
- 9.3 Amongst other things, the PPR must:
- report on progress against P4I-2 IOs and EOPOs from Services Start Date to date of the report, including DFAT-managed partnerships
 - report on progress against the relevant work plan, country engagement strategies, sector/subsector strategies and other relevant P4I-2 strategies and plans

- report on delivery of required Services under this Services Order, including the Contractors operations and human, financial, procurement and Grants management
- report on key ongoing risks and management and mitigation measures in place or proposed.

- 9.4 A mid-year PPR presentation must be provided by the Contractor to DFAT in PowerPoint form, with a particular focus on progress against the work plan and budget.
- 9.5 The structure of the annual and mid-year PPRs will build on the formats used in P4I-1 and will be agreed in writing between the Contractor and DFAT.

Program Completion Report (PCR)

- 9.6 In the final year of this Contract, in addition to a PPR, the Contractor must complete a PCR.
- 9.7 Amongst other things, the PCR must:
- report on achievements against EOPOs across the entirety of P4I-2, including DFAT-managed partnerships
 - report on achievements against the P4I work plan, country engagement strategies, sector/subsector strategies and P4I-2 strategies and plans
 - report on delivery of required Services under this Services Order, including the Contractors operations and human, financial, procurement and grants management
 - report on key risks that arose and management and mitigation measures that were put in place.
 - include reference to any independent reviews conducted during the Contract Period and provide an analysis of P4I-2 strengths and weaknesses.
- 9.8 The structure of the PCR will be agreed in writing between the Contractor and DFAT.

Investment Monitoring Reports (IMRs)

- 9.9 IMRs are a DFAT-mandated process to assess how international development programs have performed against specified quality criteria. IMRs inform DFAT program management and decision-making and are based on information gathered from implementing partner reporting, monitoring visits, reviews and evaluations. IMRs will serve as a key mechanism for DFAT to assess P4I-2's performance and contribution to IOs and EOPOs.
- 9.10 The Contractor must support DFAT to prepare an annual P4I-2 IMR in March each year of the Contract Period, capturing the breadth of the P4I-2 work, with sub-reports addressing individual components, activities, partnerships and/or Services as notified by DFAT.

Final IMR

- 9.11 A Final IMR (FIMR) is completed by DFAT for international development programs that are coming to an end or have ended. The FIMR evaluates the performance of a development program over its lifetime against planned EOPOs. In the final year of an international development program, a FIMR is conducted instead of an IMR.
- 9.12 The Contractor must support DFAT to prepare a FIMR in the final year of P4I-2 addressing criteria notified by DFAT, including through development of the PCR which will inform the FIMR.

Partner Performance Assessments (PPAs)

- 9.13 PPAs are an annual, DFAT-mandated process used to assess the Contractor's performance and aimed to support continuous improvements in the delivery of the Services. The Contractor must undertake an annual PPA in March each year in accordance with **clause 32** of the **Standard Contract Conditions**.
- 9.14 To inform the PPA process, the Contractor must prepare and provide to DFAT a structured self-assessment in advance of each PPA, reflecting on progress, challenges, learning, and areas for improvement against PPA criteria.
- 9.15 DFAT and the Contractor will engage in a collaborative performance dialogue during each PPA process, aimed at reinforcing mutual accountability, surfacing learning and identifying opportunities to strengthen implementation and impact.

Advisor Performance Assessments (APAs)

- 9.16 APAs are a mandatory DFAT requirement for all aid advisers and must be completed in accordance with **clause 32** of the **Standard Contract Conditions**. APAs are to be completed annually by the Contractor for its

Contractor Personnel (including key Subcontractor personnel, where a partner/organisation performance assessment of the subcontracted entity is not the applicable form of assessment) and on completion of their employment or subcontract. The Contractor should hold performance discussions with its Personnel at least biannually - the APA may form part of that process. APAs and any written statements from Personnel in response to APAs are valid for five years.

PERFORMS

- 9.17 The Contractor must provide P4I-2-specific Personnel and financial data into DFAT's Project Electronic Recording of Financial and Operating Reports Management System (PERFORMS), as requested by DFAT through an annual questionnaire provided to the Contractor. PERFORMS is a DFAT's on-line contractor reporting portal.

AusCONNECT

- 9.18 AusConnect is designed to consolidate all opportunities for personnel/consultants/sub-contractors/grantees ("searchers") for the Australian Development Program in a central location. The Contractor must advertise all opportunities for "searchers" that are to be funded through P4I-2 on AusConnect <https://ausconnect.dfat.gov.au/>.

10. MANAGEMENT AND INFORMATION SYSTEM

- 10.1 Upon DFAT approval of an MIS performance specification and budget, the Contractor must establish a fit-for-purpose data management and information system (MIS), including digital tools and dashboards, that will enable it to generate needed performance, management and financial data to support implementation of the P4I-2 program, respond to DFAT reporting needs and other requests, and otherwise meet the Contractor's reporting obligations under this Contract.
- 10.2 The Contractor must ensure the MIS enables data (including financial data) reporting on all P4I-2 activities (ideally in real time) that can be disaggregated by sector, gender, disability, activity type, implementing partners, and location; and alignment to the P4I-2 program logic outputs and IO reporting.
- 10.3 The Contractor must regularly monitor data flows, generate reports for decision-making, track performance metrics and financial transactions, and submit to DFAT data and information, when required or as requested by DFAT.
- 10.4 The Contractor must ensure accurate data collection, aggregation, and validation, and secure data storage compliant with Australia's data protection and privacy laws and regulations.
- 10.5 The Contractor must put in place procedures against privacy and data breaches, and have procedures in place for data backup and recovery procedures, and regular updates and maintenance.
- 10.6 The Contractor must maintain records in accordance with **clause 35** of the **Standard Contract Conditions** and any other recordkeeping-related obligations under this Contract.

11. STRATEGIC COMMUNICATIONS AND BRANDING

- 11.1 The Contractor acknowledges that P4I-2 will be required to make a significant contribution to Australia's strategic communications efforts in Southeast Asia.
- 11.2 During the mobilisation, inception and transition phase of this Services Order, the Contractor must develop a P4I-2 Communications and Public Diplomacy Strategy for approval by DFAT building on the P4I-1 strategy. The strategy will be updated annually and will:
- set out key strategic messages for the P4I-2 aligned with DFAT's development and economic priorities (as outlined in 'Invested' – see **clause 1.2** of this **Schedule 1**)
 - incorporate the use of high quality communication products (case studies, success stories, data visualisations)
 - establish protocols for media engagement, branding and approvals (maintaining P4I-2 branding from P4I-1 where possible to ensure continuity - P4I-1 branding to be provided by DFAT)
 - include guidelines on how the Contractor will support P4I-2 partners to promote P4I-2 activities

- set out approval processes to ensure communications activities represent value for money, have a defined target audience and are informed by clear objectives aligned with the strategy.
- 11.3 In implementing the Communications and Public Diplomacy Strategy, the Contractor must identify substantive, creative and well-targeted communications opportunities to profile P4I-2 and showcase Australia's support.
- 11.4 The Contractor must ensure Australia's role in the implementation of the P4I-2 is appropriately reflected in all communications, activities and reports, including by Subcontractors and other Service delivery partners, as well as identifying opportunities to promote local leadership and delivery of the P4I-2 activities.
- 11.5 The Contractor must take over administration and maintenance of the existing P4I-1 website and other social media platforms for dissemination and sharing of research, lessons learnt, case studies and P4I-2 outcomes for use by internal and external stakeholders.
- 11.6 The Contractor must confirm branding protocols in the Communications and Public Diplomacy Strategy, in line with DFAT's Logos and Style Guide (available on the DFAT website at: <https://www.dfat.gov.au/about-us/corporate/logos-and-style-guides>).

12. REPORTS

- 12.1 The Contractor must provide DFAT with the reports and other Deliverables set out in **Table 1** of this **Schedule 1** by the date(s) outlined in that Table. The format and content of each report or Deliverable is to be discussed with DFAT prior to drafting and submission. Dates, Deliverables and reporting formats may change with written agreement between DFAT and the Contractor.

Table 1: List of Deliverables and Timeframes

Deliverable or Report	Minimum Content	Due Date for submission of initial draft to DFAT	Milestone/Due Date for final version
<i>PHASE 1: MOBILISATION, INCEPTION AND TRANSITION PERIOD (Six months from Services Start Date)</i>			
Recruitment Strategy	In consultation with DFAT, develop a Recruitment Strategy.	Four (4) weeks after Services Start Date	Final within 10 business days of receiving DFAT comments on draft
Inception Plan	In consultation with DFAT, develop an Inception Plan in accordance with clause 3.4 of this Schedule 1 outlining the activities to be completed during the mobilisation, inception and transition period (to 30 June 2026) including delivery of the start-up portfolio (SUP). Inception plan will include: • approach to mobilisation and staffing resources (Recruitment Strategy) • procurement framework/approach • approach to introductions with key P4I-2 stakeholders approach and timing for key Deliverables during mobilisation, inception and transition period including timing for security plan, Environment and Social Safeguards Framework, Conflict of Interest Plan, Indigenous Engagement Plan, Locally Led Development and Sustainability Plan, Communications and Public Diplomacy Strategy, GEDSI plan and DRRCC plan.	Five (5) weeks after Services Start Date	Final within 10 business days of receiving DFAT comments on draft
Security plan	Develop and implement a security plan outlining the Contractor's approach to safety and security of human resources, data and information and cyber security measures consistent with the Contractor requirements set out in clause 15 of the Deed and clause 27 of the Standard Contract Conditions. Once agreed, to be included in the Program Manual.	Timing to be agreed via the Inception Plan and updated annually with annual work plan thereafter for the Contract Period (security plan also to be updated as part of annual Program Manual updates)	Final within 10 business days of receiving DFAT comments on draft
Environment	Develop and maintain an ESS Framework in	Timing to be agreed	Final within 10

Deliverable or Report	Minimum Content	Due Date for submission of initial draft to DFAT	Milestone/Due Date for final version
and Social Safeguards (ESS) Framework	accordance with clauses 4.47 to 4.50 of this Schedule 1 . Once agreed, to be included in the Program Manual.	via the Inception Plan and updated annually (as part of Program Manual updates) thereafter if required for the Contract Period.	business days of receiving DFAT comments on draft
Work Health & Safety (WHS) Plan	Develop and implement a WHS Plan in accordance with clause 28 of the Standard Contract Conditions that includes: • policies and procedures that are necessary to meet any applicable legislative or regulatory work health and safety requirements; • potential work health and safety issues and how each is proposed to be managed, if it occurs; • whether any of the WHS related policies and practices, including any of the WHS Codes of practice, that the Contractor's organisation has in place to ensure the safety and security of persons working at any site associated with the performance this Contract are applicable; • a specific process and timetable for critical incident management; and • the timing and content of work health and safety training. Once agreed, to be included in the Program Manual.	Within six (6) months of Services Start Date and updated annually (as part of Program Manual updates) thereafter if required for the Contract Period	Final within 10 business days of receiving DFAT comments on draft
Conflict of Interest Plan and register	Development of a Conflict of Interest (COI) Plan and COI register in accordance with clause 7 of the Standard Contract Conditions. Once agreed, to be included in the Program Manual. The COI Plan must include: • the steps the Contractor must take to avoid and if necessary, mitigate or deal with, conflicts; and • requirements for developing and maintaining a COI register of all Personnel and as new partnerships arise.	Timing to be agreed via the Inception Plan and the plan and register updated every 3 months thereafter (The COI register will also be updated on all new Personnel and as new partnerships arise)	Final within 10 business days of receiving DFAT comments on draft
Risk Management	Development of a Risk Management Plan and risk register in accordance with clause	Within one (1) month of the	Final within 10 business days of

Deliverable or Report	Minimum Content	Due Date for submission of initial draft to DFAT	Milestone/Due Date for final version
Plan and risk register	66 of the Standard Contract Conditions and for purposes set out in clause 6 of this Schedule 1. Once agreed, to be included in the Program Manual. The Risk Management Plan should at a minimum detail the: • risk assessment process including risk identification, risk rating methodology, consequence ratings, methods for risk treatment/control; risk monitoring and consultation undertaken; • requirements for developing and maintaining a risk register to record and review risks related to the Services; and • risk management processes including who within the Contractor's organisation will be responsible for management and reporting of the relevant risks.	Services Start Date and the plan and register updated every 3 months thereafter (the Risk Management Plan will also be updated with the annual work plan, if required)	receiving DFAT comments on draft
Fraud Control Plan	Undertake a Fraud risk assessment and develop a Fraud control plan in accordance with clause 24 of the Standard Contract Conditions . Once agreed, to be included in the Program Manual.	Within one (1) month of the Services Start Date and updated annually (as part of Program Manual updates) thereafter if required for the Contract Period	Final within 10 business days of receiving DFAT comments on draft
Indigenous Engagement Plan	Develop an Indigenous Engagement Plan in accordance with clauses 4.33 to 4.36 of this Schedule 1 . Once agreed, to be included in the Program Manual.	Timing to be agreed via the Inception Plan and updated annually (as part of Program Manual updates) thereafter if required for the Contract Period.	Final within 10 business days of receiving DFAT comments on draft
Locally Led Development and Sustainability Plan	Develop and implement a Locally Led Development and Sustainability Plan in accordance with clause 4.45 of this Schedule 1 that covers the Contractor's approach to activity planning and implementation, including design, contracting and delivery arrangements, and monitoring and evaluation approaches that increases participation from local actors in accordance with DFAT locally led development guidance note: DFAT Guidance Note: Locally Led	Timing to be agreed via the Inception Plan and updated annually (as part of Program Manual updates) thereafter if required for the Contract Period.	Final within 10 business days of receiving DFAT comments on draft

Deliverable or Report	Minimum Content	Due Date for submission of initial draft to DFAT	Milestone/Due Date for final version
	Development Australian Government Department of Foreign Affairs and Trade Once agreed, to be included in the Program Manual.		
Communications and Public Diplomacy Strategy	Develop and implement a Communications and Public Diplomacy Strategy in accordance with clause 11 of this Schedule 1. Once agreed, to be included in the Program Manual.	Timing to be agreed via the Inception Plan and updated annually (as part of Program Manual updates) thereafter if required for the Contract Period	Final within 10 business days of receiving DFAT comments on draft
GEDSI Plan	Develop and maintain a P4I-2 GEDSI Plan in accordance with clause 4.27 of this Schedule 1. The GEDSI Plan will set out how GEDSI will be incorporated into sector and country strategies, what tools and guidance will be developed etc. Once agreed, to be included in the Program Manual.	Timing to be agreed via the Inception Plan and updated annually (as part of Program Manual updates) thereafter if required for the Contract Period	Final within 10 business days of receiving DFAT comments on draft
Disaster risk reduction and climate change (DRRCC) plan	Develop and maintain a DRRCC plan in accordance with clauses 4.38 and 4.39 of this Schedule 1. Once agreed, to be included in the Program Manual.	Timing to be agreed via the Inception Plan and updated annually (as part of Program Manual updates) thereafter if required for the Contract Period	Final within 10 business days of receiving DFAT comments on draft
Inception Phase Program Manual	Develop an Inception Phase Program Manual which includes indicative activity and operational guidance and processes to support inception. The Inception Phase Program Manual will cover key operational items including general program administration, travel and logistics, HR and recruitment, contracting, procurement and finance. The Inception Phase Manual will not include those plans set out in 2.32. Updated Program Manual: Develop a Program Manual which includes: activity and operational guidance, policies, processes and templates as set out in clause 2.31 of this Schedule 1; and approved key strategies and plans as set	First draft of the Inception Phase Program Manual within six (6) weeks from Services Start Date, updated Program Manual draft within six (6) months from Services Start Date and updated annually thereafter or as needed for the Contract Period.	Final within 10 business days of receiving DFAT comments on draft

Deliverable or Report	Minimum Content	Due Date for submission of initial draft to DFAT	Milestone/Due Date for final version
	out in clause 2.32 of this Schedule 1 (their inclusion will be subject to their agreed individual completion timeframes).		
Country Engagement Strategies	Develop country engagement strategies in consultation with DFAT Posts for each P4I-2 country of focus and for ASEAN in accordance with clauses 2.12 to 2.14 of this Schedule 1 .	Timing to be agreed via the Inception Plan	Final within 10 business days of receiving DFAT comments on draft
Sector Strategies	Develop sector and/or subsector strategies on energy transition, maritime transport, land transport and telecommunications in accordance with clauses 2.15 to 2.17 of this Schedule 1 .	Timing to be agreed via the Inception Plan	Final within 10 business days of receiving DFAT comments on draft
First Work plan	This initial work plan will not fully cover the range of activities to be delivered in year 1. This work plan will include a table of the agreed start-up period (SUP) activities and associated budgets to ensure continuation of Services for the transitioned SUP identified in the P4I-1 handover plan.	1 June 2026	Final within 10 business days of receiving DFAT comments on draft
Monthly Financial reports and activity dashboards	Develop and commence provision of monthly financial and activity dashboards in accordance with clauses 5.16 to 5.20 of this Schedule 1 to provide monthly updates on implementation and budget position.	On the 15th of each month for the Contract Period	Final within 10 business days of receiving DFAT comments on draft
MEL Framework and Plan	Develop and implement MEL Framework and Plan in accordance with clauses 8.1 to 8.8 of this Schedule 1 as part of establishing a comprehensive MEL system. Once agreed, to be included in the Program Manual.	Within five (5) months from Services Start Date	Final within 10 business days of receiving DFAT comments on draft
<i>Phase 2: Implementation (End of Phase 1 (Mobilisation, Transition and Inception) – 31 March 2031)</i>			
Quarterly updates to risk and conflict Plans and registers	Undertake formal quarterly updates of the risk and COI Plans and registers to inform Program Executive discussions and subsequent submission.	July, October, January, April of each year of the Contract Period	Final within 10 business days of receiving DFAT comments on draft
Monthly Financial and activity dashboards	Provision of monthly financial and activity dashboards in accordance with clauses 5.16 to 5.20 of this Schedule 1 .	On the 15th of each month for the Contract Period	Final within 10 business days of receiving DFAT comments on draft

Deliverable or Report	Minimum Content	Due Date for submission of initial draft to DFAT	Milestone/Due Date for final version
Handover Plan	Develop and maintain a P4I-2 Handover Plan in accordance with clause 57 of the Standard Contract Conditions .	Draft of Handover Plan to be provided to DFAT within twelve (12) months of the Services Start Date and update thereafter as necessary, but at least annually (as part of Program Manual updates) and not less than six (6) months before the end of the Contract Period	Final within 10 business days of receiving DFAT comments on draft
Program Manual Updates	The Program Manual will be updated to include the following: - any activity and operational guidance, policies, processes and templates updates from first Program Manual (as set out in clause 2.30 of this Schedule 1); and - all approved key strategies and plans integrated in the Program Manual as set out in clause 2.31 of this Schedule 1.	Within twelve (12) months of the initial Program Manual submission and acceptance. Program Manual is thereafter to be updated annually, or as otherwise required by DFAT in writing each year of the Contract Period.	Final within 10 business days of receiving DFAT comments on draft
Monthly Financial and activity dashboards	Provision of monthly financial and activity dashboards in accordance with clauses 5.16 to 5.20 of this Schedule 1 .	On the 15th of each month for the Contract Period	Final within 10 business days of receiving DFAT comments on draft
Annual Advisor Performance Assessments (APAs)	To be completed annually in accordance with clause 9.16 of Schedule 1 and DFAT guidance	1 August each year for the Contract period	Final within 10 business days of receiving DFAT comments on draft
Program Progress Reports (PPRs)	To be completed annually in accordance with clauses 9.2 to 9.5 of Schedule 1 . Mid-year PPR presentation to DFAT in PowerPoint form in accordance with clause 9.4 of this Schedule 1 will be undertaken on 1 April each year of the Contract Period	Annual PPRs by 1 September each year of the Contract Period and mid-year PPR presentation by 1 April each year	Annual PPR Yr 25-26 Annual PPR Yr 26-27 Annual PPR Yr 27-28 Annual PPR Yr 28-29 Annual PPR Yr 29-30 Final within 10 business days of

Deliverable or Report	Minimum Content	Due Date for submission of initial draft to DFAT	Milestone/Due Date for final version
			receiving DFAT comments on draft
Exception Reports	Exception reports (see clause 6.4 of this Schedule 1) will be provided to DFAT as soon as possible, and at least within seven (7) days, on any actual, perceived or anticipated problems or risks that may have a significant effect on the achievement of P4I-2 outcomes. Exception reports should include details on the impact of the event on: • program costs • the delivery or operations of the program • on the reputation of the Government of Australia. If an exception report is first given verbally, the Contractor must confirm the report in writing to DFAT within seven (7) days.	Within 7 days of event.	Final within 10 business days of receiving DFAT comments on draft
Country Engagement and Sector Strategies Update	Annual updates of country engagement and sector strategies in consultation with DFAT Posts.	1 April 2027 1 April 2028 1 April 2029 1 April 2030	Final within 10 business days of receiving DFAT comments on draft
Work plan	Develop a rolling three-year P4I-2 work plan (and budget) for delivery of P4I-2 in accordance with the requirements in clauses 2.18 to 2.21 of this Schedule 1 . Provision of updates to the rolling three-year P4I-2 work plan (and budget) to occur by 1 May each year, covering the forward years.	1 May 2027 and annually thereafter by 1 May for the Contract Period	Yr 27-28 Workplan Yr 28-29 Workplan Yr 29-30 Workplan Yr 30-31 Workplan Final within 10 business days of receiving DFAT comments on draft
Partner Performance Assessment (PPAs)	PPA self-assessment to be completed annually in accordance with clauses 9.14 of Schedule 1 to inform the PAA.	15 February 2027 15 February 2028 15 February 2029 15 February 2030	
Program Completion Report	The draft and final PCR to be completed in accordance with clauses 9.6 to 9.8 of this Schedule 1 . The structure of the PCR will be notified by DFAT.	Draft to be submitted at least three (3) months prior to end of Contract Period. The final report must be submitted	(final PCR report) Final within 10 business days of receiving DFAT comments on draft

Deliverable or Report	Minimum Content	Due Date for submission of initial draft to DFAT	Milestone/Due Date for final version
		to DFAT for approval at least one (1) month before end of the Contract Period.	

12.2 All reports must:

- comply with DFAT's Monitoring, Evaluation and Learning Standards (available on the DFAT website at: <https://www.dfat.gov.au/about-us/publications/dfat-design-monitoring-evaluation-learning-standards>)
- be accurate and not misleading in any respect
- comply with DFAT's Guidelines for Preparing Accessible Content (accessible on the DFAT website at: <https://www.dfat.gov.au/about-us/about-this-website/accessible-documents/creating-documents-meet-accessibility-guidelines>)
- be prepared in accordance with directions provided by DFAT
- incorporate sufficient information to allow DFAT to monitor and assess the success of the Services in achieving DFAT's objectives and P4I-2 outcomes
- incorporate on the first page: "© Copyright Department of Foreign Affairs and Trade insert year contract started to current year, i.e. 2026-2029"
- not incorporate the name of the Contractor, its logo or other identifiable information. If required, the Contractor can be referred to as the 'Contractor'
- be provided at the time specified in this Contract or as agreed in writing with DFAT
- be provided in both an appropriate editable and a locked version such as in Microsoft Word and in PDF, unless otherwise approved or requested by DFAT
- be submitted ready to be released to third parties or online by DFAT with Confidential Information (if any and as agreed by DFAT) and other information to not be published (such as sensitive or Personal Information) to be contained in a clearly marked annex(es). The main body of the report must include relevant non-Confidential Information and reference the appropriate confidential or sensitive annex.

12.3 After receiving the final draft of each report and other Deliverable under **clause 12.1** of this **Schedule 1**, DFAT may notify the Contractor either that DFAT:

- approves; or
- does not approve

the relevant report or other Deliverable.

12.4 If DFAT gives notice under **clause 12.3ii** of this **Schedule 1**, then DFAT will provide reasonable details of why it does not approve the relevant report or other Deliverable, and the Contractor must promptly take all reasonable action to address those reasons and resubmit the report or other Deliverable (or the relevant part of it) to DFAT within [10 Business Days] of receiving DFAT's notice or such other period as DFAT may agree in writing. **Clause 12.3** and this **clause 12.4** will apply in respect of the resubmitted report or other Deliverable.

12.5 DFAT may withhold payment of Fees for any report or other Deliverable which does not, in the reasonable opinion of DFAT, meet the requirements or standards outlined above or as set out in this Contract until the Contractor rectifies the report or other Deliverable. DFAT may reduce payment of Fees for any report or other Deliverable which materially does not, in the reasonable opinion of DFAT, meet the requirements or standards outlined above or as set out in the Contract, or for repeated report or other Deliverable submissions that, in the reasonable opinion of DFAT, do not meet the requirements or standards outlined above or as set out in the Contract.

12.6 DFAT acceptance of a report or other Deliverable does not constitute agreement as to information the Contractor has proposed is Confidential Information. DFAT will decide what is and is not Confidential

Information at the point in time that a report or other information will be used for a purpose such as publishing or in a procurement process.

- 12.7 Except as otherwise specifically agreed in writing by DFAT, the Contractor must comply (and otherwise act in accordance) with all reports and other Deliverables as approved by DFAT under **clause 12.3** of this **Schedule 1**. Nothing in this **clause 12.7** limits any other obligation of the Contractor under this Contract or at Law.

13. MEETINGS

13.1 The Contractor must attend the following meetings during the Contract Period:

Table 3: Draft Meeting Attendance

Meeting type	Agenda	Participants
Operational Coordination (weekly or fortnightly as required)	- Progress on implementing the inception plan and workplan thereafter - Financial and budget management - Resourcing and relationship management - Specific risk and ESS identification and management - Resourcing and personnel issues - Other issues as required	DFAT Contract Manager Contractor As required by DFAT
Finance and Budget Meeting (monthly)	- Expenditure and forecasting against agreed budgets - Discussion of invoice details and queries	DFAT Operations Manager Deputy Strategic Director Contractor As required by DFAT
Program Advisory Board	- Provide market intelligence and a sounding board for overall P4I-2 strategic direction, - Advise on P4I-2's approach to engaging and partnering with the private sector and with partners in the infrastructure finance space, - Advise on options to help incubate Australian private sector interest in investing in Southeast Asia in coordination with 'Invested' initiatives, - Advise on the program's approach to project development support and other downstream engagement, and - Where requested, advise on risks pertaining to specific project development activities.	As advised / required by DFAT.
6-monthly check in	- Mid-year Program Progress Report (PPR) presentation - Discussion of performance and progress of the work plan, including key achievements, risks and budget - Strategic direction of P4I-2	DFAT Strategic Director Deputy Strategic Director Director, SIC Contract Manager Contractor As required by DFAT
Annual program performance discussion	Annual Program Progress Report (PPR) presentation and discussion to inform final PPR for each year of the Contract Period.	DFAT Strategic Director Deputy Strategic Director Director, SIC Contract Manager Contractor As required by DFAT

13.2 The above meeting schedule and agendas may be amended with the written agreement of DFAT.

13.3 The Contractor must participate in ad hoc meetings as requested by DFAT.

Schedule 2– Payment**1. MAXIMUM AMOUNT PAYABLE**

1.1 The maximum amount payable by DFAT to the Contractor for the provision of the Services under this Contract will not exceed the sum of s 47G(1)(a) plus GST if any up to a maximum amount of s 47G(1)(a) . DFAT will not be liable for any Costs or expenditure incurred by the Contractor in excess of this amount.

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

s 47G(1)(a)

1.3 Funds may be moved between cost categories 2 to 5 in **Table 1** of this **Schedule 2** with DFAT's prior written approval. For clarity, any approved movement of funds under this paragraph changes the maximum amounts payable for the relevant cost categories.

s 47G(1)(b)

2. MANAGEMENT FEES

2.1 The maximum amount payable to the Contractor in management fees will not exceed the sum of s 47G(1)(a) plus GST.

2.2 The management fee is comprised of the following:

s 47G(1)(b)

(b) financial management costs, including the cost of financial charges (e.g. bank charges, transaction fees, currency conversion costs, and any other financial service fees);

s 47G(1)(b)

if required, property and content insurance for in-country program offices and exclusive of all insurances required for construction activities;

s 47G(1)(b)

- (f) costs of complying with the Contractor's reporting and liaison obligations under this Contract;
- (g) costs associated with all Contractor Personnel briefings, capacity development and training in Australia or in-country;

s 47G(1)(b)

- (i) costs associated with the Contractor's consortium for this Contract;
- (j) costs, including domestic and international travel, accommodation, per diems and local transport costs where required for Contractor Personnel located in the Contractor's head office (including such costs for the Contractor Representative);
- (k) any other overheads required to provide the Services in accordance with the Contract (except to the extent that they are covered by any other costs payable by DFAT under this Schedule 2);
- (l) all escalators for the management fees for the term of the Contract Period; and
- (m) any allowance for risks and contingencies.

2.3 DFAT will pay the management fees as per **s 47G(1)(a)** of this **Schedule 2** on receipt of a correctly rendered invoice:
s 47G(1)(a)

s 47G(1)(a)

Payment by Contract Milestones

- 2.3 DFAT will pay the management fees by Contract Milestones subject to the Contractor's satisfactory achievement of the relevant milestone(s) based on the verifiable indicators, as set out in **Table 2** of this **Schedule 2** on receipt of a correctly rendered invoice.
- 2.4 If a Milestone is DFAT's acceptance of a report, DFAT shall not be obliged to make the Milestone Payment until all of the outputs to be achieved by the Contractor in the period covered by the report have been achieved.

Payment by Partner Performance Assessments

- 2.5 Payment by Partner Performance Assessments (PAA) is subject to the PAAs to be conducted during the Contract Period with the applicable payable amount subject to s 47G(1)(a) of this **Schedule 2**.
- 2.6 The applicable payable amount is subject to the average PPA rating that will be determined by calculating the sum of all performance ratings and dividing it by the total number of performance criteria.

s 47G(1)(a)

3. PERSONNEL COSTS

- 3.1 Personnel Costs, refer to salaries, wages, superannuation, leave entitlements (for Long-term Personnel), and other employment-related expenses for staff employed by the Contractor or its Subcontractors.
- 3.2 Contractor Personnel rates must be exclusive of:
- (a) any profit, overheads, administration or management fee, or any other mark-up/margins by the Contractor; and
 - (b) Foreign VAT.
- 3.3 Annual leave accrued by Contractor Personnel during the Project shall be deemed to be taken in the twelve (12) month period it falls due and cannot be accumulated or paid out unless local labour law requires otherwise. Personal Leave may be accrued over the Contract Period; however, will not be paid out unless

local labour law requires. The Contractor will manage its resourcing, including personnel and its leave, so as to not affect the delivery of the Services.

- 3.4 Personnel Rates are based on a working day of at least eight (8) hours. The Contractor is not entitled to claim for additional Personnel costs if they work more than eight (8) hours per working day, unless prior written agreement is provided by DFAT.
- 3.5 The Contractor shall be paid for the lesser of actual number of days/months' work undertaken by its Personnel or the maximum values specified in **Table 1** to this **Schedule 2**. The Contractor must keep verifiable records to enable verification of actual time spent providing the Services.
- 3.6 Personnel Costs in **Table 1** to this **Schedule 2** may be reallocated between positions and across years within the maximum amount payable limit with prior written approval from DFAT.
- 3.7 DFAT will pay the Contractor for Personnel costs at the end of each one (1) month period on a reimbursable basis in arrears subject to receipt of a correctly rendered invoice.
- 3.8 Personnel costs includes fees for Short-term and Long-term personnel categorised as Contractor Costs in Clause 1.2 – **Table 1** of this **Schedule 2**.

s 47G(1)(b)

Short Term Personnel

- 3.10 For Short-term Personnel, DFAT will pay the Contractor under this Services Order the person's daily remuneration rate, which may include but is not limited to:
 - (a) base salary, plus any other entitlements in line with local labour laws (if applicable);
 - (b) Superannuation Guarantee Contribution or equivalent local contribution, in line with any local labour law; and
 - (c) all agreed salary increases for the Contract Period (in accordance with 3.8 above).

Long Term Personnel

- 3.11 For Long-term Personnel, DFAT will pay the Contractor the person's monthly remuneration rate, which may include but is not limited to:
 - (a) base salary and agreed allowances;
 - (b) Superannuation Guarantee Contribution or equivalent local contribution, in line with any local labour law, if any;
 - (d) agreed annual and personal leave;
 - (e) agreed public holidays;
 - (f) private transport costs; and
 - (g) all agreed salary increases for the Contract Period (in accordance with 3.8 above).

s 47G(1)(b)

4. LONG TERM PERSONNEL SUPPORT COSTS

- 4.1 DFAT will pay the Contractor Long Term Personnel support costs for Contractor Personnel (and their dependants) at the end of each one (1) month period on a reimbursable basis in arrears subject to receipt of a correctly rendered invoice.
- 4.2 Long Term Personnel support costs may include, but are not limited to the following:
 - (a) all reasonable one-off mobilisation and demobilisation costs or expenses in line with the United Nations Daily Subsistence (<https://icsc.un.org/Home/DailySubsistence>) (unless otherwise agreed by the Parties in writing), including any necessary medical clearances and inoculations; medical insurance, visas, uplift of effects, quarantine costs, storage; and one return economy class flight from and to the same 'home' location and associated travel costs (to and from airport, transit costs, per diem, accommodation), including for any dependants;
 - (b) pre-approved travel and related costs associated with visa runs or visa arrangements

- (c) housing costs, including expenses associated with rental accommodation for long-term, non-local Contractor Personnel (Contractor Personnel with partners who are already in receipt of an expatriate accommodation allowance will not be eligible for reimbursement of housing costs). Housing costs for local Personnel who are required to relocate in-country would be subject to DFAT approval and be agreed on a case by case basis;
- (d) dependants: expenses associated with the costs of dependent children including education, if applicable;
- (e) reasonable security costs, if any;
- (f) associated costs such as medical insurances costs for locally engaged Contractor Personnel as agreed with DFAT and other expenses related to any adaption adjustments for Contractor Personnel or dependants with disabilities;

s 47G(1)(b)

5. OPERATIONAL COSTS

- 5.1 DFAT will pay the Contractor under each Services Order for operational costs specified in **Table 1 of Schedule 2** for each Services Order at the end of each one (1) month period on a reimbursable basis in arrears subject to receipt of a correctly rendered invoice.
- 5.2 The Contractor must retain all receipts for all expenditure items claimed for reimbursement for audit purposes.
- 5.3 Operational costs include, but are not limited to:
 - (a) office furniture;
 - (b) office fit-out costs / running costs / office rent / utilities;
 - (c) IT equipment and running costs (including management information systems) / communications including reasonable work-related communication costs for Contractor Personnel;
 - (d) office consumables;
 - (e) recruitment costs;
 - (f) staff meeting costs;
 - (g) any necessary medical clearances for locally engaged Contractor Personnel;
 - (h) Economy class travel costs relating solely to the provision of the Services (airfare, visa, travel to and from airport, transit costs, per diem, accommodation) in line with the United Nations Daily Subsistence (<https://icsc.un.org/Home/DailySubsistence>), unless otherwise agreed by the Parties in writing (but excludes travel costs for Contractor Personnel located in the Contractor's head office covered by **clause 2.2(j)** under this **Schedule 2**);
- (j) any other costs as agreed in writing with DFAT.

s 47G(1)(b)

6. PROGRAM ACTIVITY COSTS

- 6.1 Activity Costs refers to direct expenses incurred in the execution of approved P4I-2 activities. All costs must be reasonable, appropriately documented, and directly attributable to the delivery of the activity as outlined in the approved activity scope of work. Eligible Activity Costs may include, but are not limited to:
- (a) Travel and accommodation expenses directly related to implementing the activity (but excludes travel costs for Contractor Personnel located in the Contractor's head office covered by **clause 2.2(j)** under this **Schedule 2**);
 - (b) Venue hire, catering, and equipment rental for events, workshops, or training sessions;
 - (c) Materials, equipment, supplies, and consumables used exclusively for activity delivery
 - (d) Professional services and Contractor Personnel (e.g., consultants, facilitators) engaged for activity-specific tasks;
 - (e) Communication and promotional costs directly associated with the activity;
 - (f) Technology and software required for activity implementation;
 - (g) Evaluation and reporting costs directly linked to activity outcomes;
 - (h) The delivery of Grants (excluding Personnel hired to manage the Grants rounds); and
- s 47G(1)(b)
- 6.2 The Contractor must ensure all Subcontracts, Grants and associated tasking notes relevant to activities delivered under this Contract identify deliverables and payment milestones (including acceptance criteria, due dates, and evidence requirements). For each Subcontracted Deliverable/Milestone:
- (a) The Contractor must review evidence provided by the Subcontractor sufficient to demonstrate completion in accordance with the acceptance criteria, which may include: technical artefacts, reports, implementation records, beneficiary or stakeholder feedback, or any other agreed evidence.
 - (b) The Contractor must assess and verify such evidence in writing, confirming whether acceptance criteria have been met.
 - (c) The Contractor must not approve any Subcontractor invoice unless the verification in the above (b) is complete and supports acceptance.
- 6.3 The maximum amount payable by DFAT for activity costs is specified in **Table 1** of this **Schedule 2**.
- 6.4 DFAT will reimburse the Contractor at actual cost for Program Activity costs at the end of each one (1) month period on a reimbursable basis in arrears subject to receipt of a correctly rendered invoice.
- 6.5 The activities to be funded from this line-item will be determined in the P4I-2 work plans under this Services Order and in accordance with the P4I-2 governance and management arrangements set out in the first Services Orders entered into under the Deed. Any required amendments to a work plan under this Services Order will be agreed by both Parties in writing.

7. FOREIGN TAX

- 7.1 Except as expressly stated otherwise in this **Schedule 2**, the Contractor acknowledges and agrees that nothing in this Schedule 2 entitles the Contractor to claim from DFAT any value added tax, goods and services tax or other tax incurred in any Partner Country (whether paid directly to the Partner Country or to any Contractor Personnel).

8. CLAIMS FOR PAYMENT

- 8.1 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 this Contract.
- 8.2 If requested by DFAT, for payment verification purposes, the Contractor must provide DFAT with appropriate

documentation (as reasonably required by DFAT) to support each claim under this **Schedule 2**.

- 8.3 All claims for payment must be addressed to:
- 8.4 Chief Finance Officer
Department of Foreign Affairs and Trade
RG Casey Building
John McEwen Crescent
Barton ACT 0221
- 8.5 Tax invoices will be sent to accounts@dfat.gov.au with a copy to the DFAT Activity Manager. 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>