



Australian Government

Department of Foreign Affairs and Trade

DFAT – Goods and Services Contract

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

and

**PALLADIUM INTERNATIONAL PTY. LTD. ABN 23 010 020 201
('Contractor')**

for

IMPLEMENTATION OF THE PACIFIC LABOUR FACILITY (PLF)

DFAT AGREEMENT NUMBER: 74040

CONTRACT made day of September 2018.

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

AND

PALLADIUM INTERNATIONAL PTY. LTD., ABN 23 010 020 201, Level 7, 307 Queen Street, Brisbane QLD 4000 (the "Contractor").

RECITALS:

- A. DFAT requires the provision of certain Goods and/or Services for the purposes of the **Implementation of the Pacific Labour Facility** (PLF) (the "Project").
- B. The Contractor has expertise in the provision of the Goods and/or Services and has offered to provide the Goods and/or Services to DFAT subject to the terms and conditions of this Contract.

OPERATIVE:

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

SIGNED for and on behalf of the

COMMONWEALTH OF AUSTRALIA

represented by the

Department of Foreign Affairs and Trade by:

in the presence of:

Signature of PGPA Delegate/authorised DFAT
representative

Signature of witness

Name of PGPA Delegate/authorised DFAT
representative
(*Print*)

Name of witness
(*Print*)

Date

Date

SIGNED for and on behalf of

PALLADIUM INTERNATIONAL PTY. LTD. by:

Signature of Director

Signature of Director/Company Secretary

Name of Director
(*Print*)

Name of Director/Company Secretary
(*Print*)

Date

Date

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CONTRACT DETAILS			
Parties:	DFAT and the Contractor		
DFAT:	The COMMONWEALTH OF AUSTRALIA represented by the Department Foreign Affairs and Trade (ABN 47 065 634 525)		
Address:	RG Casey Building, John McEwen Crescent, Barton, ACT 0221		
DFAT's (Management) Representative:	Assistant Director, Pacific Labour Mobility Section, Pacific Division Email: s. 22(a)(ii) @dfat.gov.au Phone: s. 22(a)(ii)		
DFAT Escalation Representative	Director, Pacific Labour Mobility Section, Pacific Division Email: s. 22(1)(a)(ii) @dfat.gov.au Phone: s. 22(1)(a)(ii)		
Contractor:	PALLADIUM INTERNATIONAL PTY. LTD. (ABN:23 010 020 201)		
	Acting as Trustee:	No	
	Small Business:	No	Registered for GST: Yes
Contractor's (Management) Representative:	Position	Director, Economic Growth	Telephone: s. 47F(1)
	Street address: Level 4, 64 Northbourne Avenue, Canberra ACT 2601		
	Postal address: As above		
	E-mail address s. 47F(1) @thepalladiumgroup.com		
Contractor's Escalation Representative:	Position: APAC Regional Business Partner	Telephone: s. 47F(1)	
	Street address: Level 7, 307 Queen Street Brisbane Qld 4000		
	Postal address: As above		
	E-mail address: s. 47F(1) @thepalladiumgroup.com		
Dates:	Commencement Date:	2 October 2018	
	Transition period:	2 October – 30 November 2018	
Term:	Initial Term:	2 October 2018 – 30 June 2023	

STANDARD CONTRACT CONDITIONS

PART 1 – COMMON PROVISIONS

1. DEFINITIONS

1.1 In this Contract:

APS Code of Conduct refers to the code of conduct of the Australian Public Service available at www.apsc.gov.au.

APS Values refers to the values of the Australian Public Service available at www.apsc.gov.au.

Adviser means an individual who provides advice (including technical, leadership/oversight) on the strategic direction or implementation of the Project/ Program and is engaged under this Contract by the Contractor, but does not include locally engaged staff employed in non-specialist roles associated with this Contract (including staff engaged in administrative or logistical roles, Contractor's head office staff or contractor representatives).

Adviser Remuneration Framework means the Framework that defines DFAT's policies and procedures for determining the remuneration of commercially contracted international aid advisers and outlines requirements for implementing and monitoring these policies. DFAT staff (and Contractors engaging Advisers on DFAT's behalf) must work within the Framework, as amended from time to time. It is available on DFAT's website at <http://dfat.gov.au/about-us/publications/Pages/adviser-remuneration-framework.aspx>.

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

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

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

Changed Tax means a new or existing 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.

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

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

Commonwealth Grant Rules and Guidelines means the guidelines issued by the Minister for Finance that govern granting activities by Commonwealth agencies and departments. Details are available at: <http://www.finance.gov.au>

Commonwealth Procurement Rules ('CPRs') means the Rules made in accordance with the Public Governance Performance and Accountability Act 2013 (Cth).

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

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

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

Contractor Confidential Information means information that is by its nature confidential and/or is designated as confidential in **Schedule 4** (Confidential Information) but does not include this Contract or information which is or becomes public knowledge other than by breach of this Contract or any other confidentiality obligation (Refer to Department of Finance's Confidentiality Test for more information:

<http://finance.gov.au/procurement/procurement-policy-and-guidance/buying/contract-issues/confidentiality-procurement-cycle/practice.html>).

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

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

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

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

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

Day/s means calendar days.

Dependent Child means a "child under 21 years of age who is a natural, step- or adopted child of the Adviser, a child of the Adviser's Partner or a child for whom the Adviser is a legal guardian."

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

DFAT Confidential Information means information that is by its nature confidential and/or is designated as confidential in **Schedule 4** (Confidential Information) but does not include this Contract or information which is or becomes public knowledge other than by breach of this Contract or any other confidentiality obligation (Refer to Department of Finance's Confidentiality Test for more information: <http://finance.gov.au/procurement/procurement-policy-and-guidance/buying/contract-issues/confidentiality-procurement-cycle/practice.html>).

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

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

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

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

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

Escalation Representative means the Representative appointed by either the Contractor or DFAT in accordance with **Clause 51** (Dispute Resolution).

Fees means the fees for the Services set out in **Schedule 2** (Pricing Schedule), not including 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 A person who was previously employed by or seconded to DFAT, whose employment ceased within the last **nine (9) months** and who was substantially involved in the design, preparation, appraisal, review, and or daily management of this Contract.

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

General Interest Charge Rate means the general interest charge rate defined in the *Taxation Administration Act 1953* (Cth) on the day payment is due, expressed as a decimal rate per day.

Goods means the parts, equipment, consumables or other items (if any) described in **Schedule 1** (Statement of Requirements).

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

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

Long Term Adviser or **LTA** means an Adviser working continuously for **six (6) months** or longer on the Project.

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.

Mobility Allowance means the supplemental payment payable to Long Term Advisers in addition to the Monthly Remuneration Rate in accordance with the Adviser Remuneration Framework.

Mobility Allowance Supplement means a fixed monthly allowance paid to long term advisers who have relocated in-country from their permanent country of residence and are accompanied by at least one Dependent Child who attends kindergarten (primary education) through to year 12 (secondary education).

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

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

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).

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

Party means DFAT or the Contractor or a Department or Agency that has signed **Schedule 9** (Department/Agency Access Form).

Payment Milestone means a milestone identified in **Annex 1 (Management Fees Payable by Milestone)** to **Schedule 2** (Pricing Schedule) for which the Contractor is entitled to receive a payment in accordance with the Contract.

Persistent Breach means **three (3)** or more breaches of the same Performance Standard as outlined in **Clause 9** of the Standard Conditions or any performance standards outlined in

Schedule 1 (Statement of Requirements) in any Australian calendar year.

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

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

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

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

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

Privacy Code means the *Australian Government Agencies Privacy Code* which came into effect 1 July 2018 to supplement the *Privacy Act*.

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

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

Project/Program means the **Implementation of the Pacific Labour Facility** (known as PLF)

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/Program.

Project Director means the specified person nominated in **Schedule 1** (Statement of Requirements)

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

Project Start Date means the date by which the Contractor must commence the Services in the Partner country.

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

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

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

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

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

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

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

Short Term Advisers or **STA** means Advisers working on the Project/Program for less than **six (6) months** continuously.

Small Business means an enterprise that employs less than the full time equivalent of **20** persons on the day that the Contract is entered into.

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

Special Location Allowance means the country specific income supplement that is payable to Long Term Advisers in accordance with the Adviser Remuneration Framework.

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

Standard means a document, approved by a recognised body such as Standards Australia, the International Organisation for Standardisation, the International Electro technical 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 provisions contained in **Parts 1-6** of the Contract.

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

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

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

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

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

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

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

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

2. INTERPRETATION

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

- (a) a reference to this Contract or another instrument includes any variation, amendment, novation, or replacement of any of them;
- (b) words in the singular include the plural and vice versa;
- (c) words denoting a gender include all genders;
- (d) a reference to a person includes a natural person and any type of body or entity whether incorporated or governmental, and any executor, administrator or successor in law of the person;
- (e) a reference to any legislation (including subordinate legislation) is to that legislation as amended, re-enacted or replaced, and includes any subordinate legislation issued under it;
- (f) "shall" and "must" denote an equivalent positive obligation;

- (g) if a period of time is specified and dates from a given day or the day of an act or event, it is to be calculated exclusive of that day;
 - (h) a reference to 'dollars', '\$' or AUD is a reference to Australian currency;
 - (i) a reference to any Party to this Contract includes a permitted substitute or a permitted assign; and
 - (j) if a word or phrase is defined, other parts of speech have a corresponding meaning.
- 2.2 No rule of construction shall apply in the interpretation of this Contract to the disadvantage of one Party on the basis that such Party put forward or drafted this Contract or drafted any provision of this Contract.

3. **INCONSISTENCY**

- 3.1 If there is any inconsistency (whether express or implied from the Contract or otherwise) between the Standard Contract Conditions (Parts 1 – 6 as applicable) and a Schedule to the Contract, the Schedules are to be read subject to the Standard Contract Conditions and the relevant provisions of Standard Contract Conditions of the Contract prevail to the extent of the inconsistency unless explicitly amended in the Project Specific Contract Conditions (Part 7).
- 3.2 If there is any inconsistency between Schedules, the following order of priority in interpretation applies:
- (a) the Statement of Requirements (**Schedule 1**);
 - (b) the Pricing Schedule (**Schedule 2**); and
 - (c) all other Schedules.
- 3.3 If there is any inconsistency between the contents of a Schedule in circumstances where the Schedule is made up of a number of sub-documents, the body of the Schedule will take priority over the sub-documents. The sub-documents have equal status.

4. **CONTRACT TERM**

- 4.1 This Contract commences upon execution by both Parties on the Commencement Date and continues for the Term as set out in the Contract Details or until all obligations under this Contract have been fulfilled, or this Contract is terminated, except for any clauses which survive termination.
- 4.2 The Contractor must commence provision of the Goods and/or Services on the Project Start Date of **2 October 2018** and complete the provision of Goods and/or Services by **30 June 2023** as set out in the Contract Details.
- 4.3 The Contractor grants to DFAT an option to extend the term of this Contract for a period of up to five (5) years up until 30 June 2028. DFAT may exercise the option by notifying the Contractor in writing at least ninety (90) days prior to the date of completion of the Services specified in **Clause 4.2**. If DFAT exercises the option, the Contractor must continue to provide the Services for the extended term on the terms and conditions contained in this Contract, except that this **Clause 4.3** shall no longer apply.
- 4.4 Except to the extent referred to in this Clause, each Party must bear and is responsible for its own costs in connection with the preparation, execution and carrying into effect of this Contract.

5. **SCOPE**

- 5.1 This Contract sets out the terms and conditions on which the Contractor agrees to provide the Goods and/or Services and to secure the aims and objectives of the Project/Program as applicable.

- 5.2 The Goods and/or Services to be provided by the Contractor are detailed in **Schedule 1** (Statement of Requirements).
- 5.3 Without limiting any other rights or remedies available to DFAT under this Contract, DFAT may reduce funding available under this Contract if there is a policy or funding decision which impacts upon Australia's overseas development assistance budget and associated programs.
- 5.4 Upon reasonable notice being given by DFAT to the Contractor of policy or funding decisions under Clause 5.3, the Contractor will negotiate with DFAT reasonably reduced management fees, personnel fees and operational costs to be paid under this Contract.
- 5.5 This Contract constitutes the sole and entire agreement between the Parties about its subject matter.

6. **CONTRACTOR OBLIGATIONS**

- 6.1 The Contractor must:
- (a) provide DFAT with the Good and/or Services as described in **Schedule 1** (Statement of Requirements) 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 6.1;
 - (e) assign all Advisers a Job Level and Professional Discipline Category in accordance with the Adviser Remuneration Framework and engage and remunerate Adviser's in accordance with the relevant classification specified in the Adviser Remuneration Framework;
 - (f) where an Australian Standard (or in its absence, international) is applicable for Goods and/or Services provide evidence of relevant certifications; and comply with periodic auditing by an independent assessor if requested by DFAT; and
 - (g) ensure that Advisers provide a written declaration prior to confirming their eligibility for allowances under the Adviser Remuneration Framework. The written declaration shall be substantially in accordance with the declaration at **Schedule 7** (Declaration of Status).
- 6.2 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.

7. **NON-EXCLUSIVITY AND VOLUME**

- 7.1 The Contractor acknowledges that:
- (a) DFAT has no obligation to acquire any minimum volume of Goods and/or Services from the Contractor; and
 - (b) The Contractor may not be the exclusive provider of Goods and/or Services to DFAT similar to those provided under this Contract.

8. **GOODS AND SERVICES TO OTHER AGENCIES**

- 8.1 The Contractor may provide Goods and/or Services to any other Commonwealth Agency at its request provided it completes **Schedule 9** (Department/Agency Access Form).
- 8.2 Where a Contractor enters into an arrangement in accordance with **Schedule 9** (Department/Agency Access Form), the terms and conditions of this Contract will apply to the Contract entered into by that Commonwealth Agency.

9. **PERFORMANCE STANDARDS**

- 9.1 Where delivering the Goods and/or Services, the Contractor must at all times meet the performance standards outlined in this **Clause 9** and any performance standards outlined in Schedule 1 (Statement of Requirements).
- 9.2 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.
- 9.3 Where this Contract is for Goods they must:
- (a) be reasonably fit for their intended purpose;
 - (b) be provided in compliance with all relevant Australian Standard (or if none apply, international) 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.

10. **WARRANTIES**

- 10.1 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.
- 10.2 If any judicial decision against the Contractor relating to employee entitlements occurs during the Term of the Contract, the Contractor must notify DFAT immediately.
- 10.3 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.
- 10.4 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 shall be duly and validly authorised by all necessary corporate action.
- 10.5 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

- 10.6 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 the applicable Australian (or international) Standards identified in Schedule 1 - Statement of Requirements.
 - (e) will not be adversely affected in any way by any date-related issue; and
 - (f) are free of any Encumbrances.
- 10.7 The Contractor must ensure that DFAT obtains the full benefit of any third party warranties available for the Goods.

Services

- 10.8 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;
 - (b) the Services or related products are free from defects in design, performance and workmanship and are safe and durable; and
 - (c) the services comply with the applicable Australian (or international) Standards identified in Schedule 1 Statement of Requirements.

DFAT Property

- 10.9 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 Goods and/or 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.

11. CONFLICT OF INTEREST

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

12. INSURANCES

- 12.1 The Contractor must arrange and maintain for the Term of the Contract unless otherwise specified:
- (a) Public Liability insurance with a limit of at least **AUD20 million** for each and every claim which covers Loss of, or damage to, or Loss of Use of any real or personal property and/or any personal injury to, illness or death of any person arising from the performance of the Contract;
 - (b) Motor vehicle third party property damage insurance;
 - (c) Workers' Compensation insurance in accordance with **Clause 6.1 (c)** which:
 - (i) fully insures the Contractor for any amount it becomes liable to pay under any statute relating to workers' or accident compensation or for employer's liability at common law;

- (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.
 - (iv) 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;
 - (v) adequate Professional Indemnity insurance to cover the Contractor's obligations under this Contract. The Contractor must maintain the necessary insurance each year until the expiration of **three (3)** years after the full Term of the Contract or earlier termination of the Contract;
 - (vi) adequate medical and dental insurance for its Personnel who are engaged to operate outside their country of permanent residence; and
 - (vii) adequate insurance for medical evacuation and evacuation resulting from an insured event for all its Personnel.
- 12.2 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 the Contract.
- 12.3 The Contractor must, within fourteen (**14**) **Business Days** after a request by DFAT, provide for any insurance policy: a certificate of currency, a list of exclusions; and the amount of excess payable.
- 12.4 Where any policy is to be cancelled, or the level of cover reduced, the Contractor must give DFAT at least fourteen (**14**) **Business Days** prior notice of the cancellation.
- 12.5 Neither the arrangement and maintenance of insurance nor any failure to arrange and maintain such insurance shall in any way limit, reduce or otherwise affect any of the obligations, responsibilities and liabilities of the Contractor under the other provisions of this Contract or at law.
- 12.6 Failure by the Contractor to maintain all necessary insurances will entitle DFAT to terminate this Contract immediately in accordance with **Clause 53** (Termination for Breach).
- 12.7 In the event of an insurance claim any deductible or excess payable will be the responsibility of the Contractor.

13. INTELLECTUAL PROPERTY RIGHTS

- 13.1 This **Clause 13** does not affect the ownership of the Intellectual Property Rights in any Pre-existing Contractor Material or Third Party Material.
- 13.2 The Contractor must obtain all necessary copyright and other Intellectual Property Rights permissions before making any Pre-Existing Contractor Material or Third Party Material available as a part of the Services.
- 13.3 All Intellectual Property Rights in the Contract Material vest in DFAT on creation.
- 13.4 To the extent that:
- (a) DFAT needs to use any of the Pre-Existing Contractor Material or Third Party Material to receive the full benefit of the Services, the Contractor grants to, or must obtain for, DFAT, a perpetual, world-wide, royalty free, non-exclusive licence to use for the purpose of receiving services under the Contract; 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.
- 13.5 The licence granted to DFAT under **Clause 13.4 (a)** does not include a right to exploit the Pre-Existing Contractor Material or Third Party Material for DFAT's commercial purposes.
- 13.6 The Contractor must deliver all Contract Material to DFAT or to the Partner Government counterpart agency as may be directed in writing by DFAT.
- 13.7 The Contractor warrants that:
 - (a) the warranted Materials and DFAT's use of those warranted Materials, will not infringe the Intellectual Property Rights or Moral Rights of any person, and
 - (b) it has the necessary rights to vest the Intellectual Property Rights and grant the licences as provided in this **Clause 13**.
- 13.8 If a third party claims, or DFAT reasonably believes that a third party is likely to claim, that all or part of the warranted Materials infringe their Intellectual Property Rights or Moral Rights the Contractor must, in addition to the Contractor's obligation under **Clause 14** (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.
- 13.9 The Contractor warrants or undertakes that the author of any Contract Material, other than Prior Material, has given or will give written consent to the Specified Acts (whether those Specified Acts occur before or after the consent is given) and that such consent extends directly or indirectly to DFAT.

14. **INDEMNITIES**

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

- 14.2 The indemnity in this **Clause 14** is reduced to the extent that the Loss or liability is directly caused by DFAT, its employees or contractors (except the Contractor) as substantiated by the Contractor.
- 14.3 DFAT must take any reasonable action to mitigate any Loss arising out of **clause 14.1**.
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15. BRANDING

- 15.1 The Contractor must:
- (a) identify, and with prior DFAT approval, implement appropriate opportunities for publicising the Project/Program (including signage at each Project/Program site that acknowledges the funding of the Project/Program) in accordance with "DFAT Guidelines for Contractors (or NGOs or multilateral agencies) on the use of logos and other forms of acknowledgement" 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
- promptly remove Contractor signs at the completion of the Project/Program unless otherwise instructed by DFAT.
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16. PUBLICITY

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

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

- 18.1 The Contractor must not do anything that amounts to a variation of this Contract in whole or in part otherwise than in accordance with this Clause.
- 18.2 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.
-

19. WAIVER

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

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

- 21.1 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
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Contractor must execute a Deed of Novation substantially in the form of **Schedule 5** (Deed of Novation and Substitution).

22. SURVIVAL

22.1 The following clauses survive termination and expiry of this Contract:

Clause 10 (Warranties), **Clause 12** (Insurances), **Clause 13** (Intellectual Property), **Clause 14** (Indemnities), **Clause 25** (Investigation by the Ombudsman), **Clause 27** (Fraud), **Clause 32** (Confidentiality), **Clause 33** (Privacy), **Clause 39** (Recordkeeping), **Clause 42** (Audit) and any other clause, which by their nature, survive the expiry or termination of this Contract.

22.2 In addition to the survival of clauses outlined at **Clause 22.1**, 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.

23. GOVERNING LAW AND JURISDICTION

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

24. NOTICES

24.1 A notice given under this Contract:

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

24.2 The addresses and email addresses of the Parties are:

DFAT

Attention: PLF Activity Manager, Pacific Labour Mobility Section (PLM)

Address: Department of Foreign Affairs and Trade
R.G Casey Building
John McEwen Crescent
Barton ACT 0221

E-mail: s. 22(1)(a)(ii) @dfat.gov.au

Contractor

Attention: Director, Economic Growth

Address: Palladium International Pty. Ltd.
Level 4, 64 Northbourne Avenue,
Canberra ACT 2601

E-mail: s. 47F(1) @thepalladiumgroup.com

PART 2 - COMPLIANCE

25. INVESTIGATION BY THE OMBUDSMAN

- 25.1 In carrying out the Services, the Contractor, and an employee or sub-contractor of the Contractor, may be a "Commonwealth service provider" under Section 3BA of the *Ombudsman Act 1976* (Cth).
- 25.2 The Contractor must use its best endeavours, and must ensure that employees and sub-contractors of the Contractor use their best endeavours, in undertaking the Services, not to engage in conduct that:
- (a) would, if the Contractor or an employee or sub-contractor were an officer 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).
- 25.3 If the Commonwealth Ombudsman commences an investigation of conduct of the Contractor, as a Commonwealth service provider, the Contractor, at the cost of the Contractor, must cooperate with the investigator including:
- (a) providing all documentation required by the investigator;
 - (b) making Contractor Personnel available to assist the investigator; and
 - (c) allowing the investigator, at any reasonable time of the day, to enter a place occupied by the Contractor and carry on the investigation at that place.
- 25.4 If the Ombudsman brings evidence to the notice of DFAT concerning the conduct of the Contractor, or of an employee or sub-contractor of the Contractor, the Contractor must, at the cost of the Contractor, take whatever remedial action is required by DFAT or by the Ombudsman to rectify the situation.

26. COUNTER-TERRORISM

- 26.1 The Contractor must ensure that funds provided under this Contract (whether through a subcontract or not) do not provide direct or indirect support or resources to:
- (a) organisations and/or individuals associated with terrorism, and
 - (b) organisations and individuals for whom Australia has imposed sanctions under: the *Charter of the United Nations Act 1945* (Cth) and regulations made under that Act; the *Autonomous Sanctions Act 2011* (Cth) and regulations made under that Act or the World Bank List or a Relevant List.

27. FRAUD

- 27.1 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.
- 27.2 Within one month of the Project Start Date, the Contractor must conduct a Fraud risk assessment and produce a Fraud control strategy in compliance with the Commonwealth Fraud Control Framework available at www.ag.gov.au. The risk assessment and strategy must contain appropriate fraud prevention, detection, investigation and reporting processes and procedures.
- 27.3 The Contractor is responsible for preventing and detecting Fraud including Fraud within those functions outsourced / performed by a sub-contractor or under any other arrangement established by the Contractor relating to the performance of this Contract.
- 27.4 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.

- 27.5 If the Contractor becomes aware of a Fraud, it must report the matter to DFAT in writing within five (5) **Business Days**. The written report to DFAT must be signed by a Contractor authorised person and must include the following (where known):
- (a) the name of the Project under which DFAT funding is being provided;
 - (b) name of any Personnel (including any sub-contractors) involved;
 - (c) the allegation(s), including a chronological account of the facts giving rise to the allegation(s);
 - (d) the names of the suspected offender(s) (where known);
 - (e) details of witnesses;
 - (f) copies of relevant documents;
 - (g) references to any relevant legislation;
 - (h) a nominated contact officer;
 - (i) any other relevant information (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.
- 27.6 If a report has been made in accordance with **Clause 27.5** above, the Contractor must respond within five (5) **Business Days** to any further requests for information DFAT may make.
- 27.7 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.
- 27.8 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.
- 27.9 DFAT reserves the right to appoint its own investigator, conduct its own investigation or report Fraud to the appropriate law enforcement agencies or any other person or entity DFAT deems appropriate in Australia or in the Partner Country for investigation. If DFAT exercises its rights under this **Clause 27.9**, the Contractor must provide all reasonable assistance that may be required at its sole expense.
- 27.10 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.
- 27.11 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.
- 27.12 If the investigation finds that a person other than the Contractor or Personnel has

engaged in Fraud, the Contractor must, at the Contractor's cost, take all reasonable action to recover any DFAT funds or DFAT-funded property acquired or distributed through the Fraud, including taking recovery action in accordance with recovery procedures (including civil litigation) available in the Partner Country.

- 27.13 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.
- 27.14 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.
- 27.15 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 27.5**, 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.
- 27.16 Without limitation to DFAT's rights pursuant to **Clauses 53** and **27.15**, if the Contractor fails to comply with its obligations under this **Clause 27** 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.
- 27.17 If the Contractor does not comply with a notice issued pursuant to **Clause 27.16**, DFAT reserves the right to:
- (a) terminate this Contract in accordance with **Clause 53**; and / or
 - (b) exercise its rights pursuant to **Clause 27.15**; and / or
 - (c) withhold payments (or parts of payments) due to the Contractor under this Contract until the Contractor has complied with the notice.
- 27.18 This **Clause 27** 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.

28. **ANTI - CORRUPTION**

- 28.1 The Contractor warrants that neither it nor its Personnel will make or cause to be made, receive or seek to receive any offer, gift or payment, or benefit of any kind, which could be construed as an illegal or corrupt act, either directly or indirectly to any Party, in relation to the execution of this Contract.
- 28.2 Any breach of this **Clause 28** will entitle DFAT to issue a notice under **Clause 53** (Termination for Breach) to terminate this Contract immediately.

29. **COMPLIANCE WITH LAWS AND POLICIES**

- 29.1 The Contractor is responsible for ensuring that it and its Personnel comply with:
- (a) applicable laws 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.

- (b) applicable laws of any jurisdiction in which any part of the Contract is performed.
- 29.2 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.
- 29.3 In performing any part of this Contract outside Australia, the Contractor and its Personnel and Sub-Contractors must:
 - (a) not engage in any political activity in the relevant country during the 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).

30. **SECURITY**

- 30.1 The Contractor is responsible for the security of Contractor Personnel, ensuring that both the Contractor and its Personnel comply with this **Clause 30**.
- 30.2 If, during the Term of this Contract, the Contractor is required to access or otherwise gains access to Official Information or Security Classified Information, it agrees to comply with:
 - (a) all relevant security requirements specified in the Commonwealth Protective Security Policy Framework as minimum standards;
 - (b) the security requirements specified in this Contract; and
 - (c) any variations or additions to the security requirements under this Clause 30 that DFAT (in its absolute discretion) notifies the Contractor in writing. Such changes to the security requirements must be implemented by the Contractor from the date specified in the notice (or 5 Business Days after it receives the notice if no date is specified).
- 30.3 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.
- 30.4 If required by DFAT each of the Contractor's Personnel engaged by or on behalf of the Contractor, must meet all necessary security assessments and standards required by DFAT including:
 - (a) an identity check;
 - (b) a National Police Clearance check or equivalent;
 - (c) signing any forms notified to the Contractor by DFAT from time to time;
 - (d) holding Australian Government security clearances to the level requested by DFAT in accordance with the Commonwealth Protective Security Policy Framework, or as otherwise required by DFAT;
 - (e) attending and completing a DFAT Security Awareness Course prior to or as soon as possible after the Commencement Date at the Contractor's cost; and
 - (f) complying with any other security awareness requirements reasonably requested by DFAT.

- 30.5 DFAT will facilitate the obtaining of security clearances for Contractor Personnel. The Contractor must bear the cost of security clearances for its Personnel. If the security requirements are redefined, the Contractor is entitled to apply to DFAT for a price variation.
- 30.6 All Personnel, where DFAT considers this appropriate, must:
- (a) attend and complete a Departmental Security Awareness Course prior to or as soon as possible after the Commencement Date at the Contractor's cost; and
 - (b) comply with any other security awareness requirements reasonably requested by DFAT.
- 30.7 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.
- 30.8 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.

31. WORK HEALTH AND SAFETY

- 31.1 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 are able to 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.
- 31.2 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.
- 31.3 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.
- 31.4 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.

32. CONFIDENTIALITY

- 32.1 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 32.1**, a Party must use all reasonable endeavours to ensure that persons receiving the Confidential Information do not further disclose the information.

- 32.2 DFAT Data (including DFAT Confidential Information) must not be removed from Australia or the relevant Partner Country.
- 32.3 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.
- 32.4 The Contractor must obtain from any Personnel who will have access to DFAT Confidential Information, a written undertaking in the form set out at **Schedule 3** (Deed of Confidentiality) to this Contract relating to non-disclosure of that information.
- 32.5 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.
- 32.6 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).
- 32.7 The identity of the Contractor's Personnel is not Confidential Information, nor is this Contract with the exception of those items specified in **Schedule 4** (Confidential Information).
- 32.8 The Contractor must ensure that it obtains any necessary consent from its Personnel in relation to the requirements of this **Clause 32**.
- 32.9 Upon expiry or earlier termination of this Contract, the Contractor must either destroy or deliver to DFAT all DFAT Confidential Information.

33. **PRIVACY**

- 33.1 The Contractor is a 'Contracted Service Provider' within the meaning of the *Privacy Act 1988* (Cth) and, to the extent that it deals with personal information in the provision of Services, agrees to:
 - (a) comply with the Australian Privacy Principles as they apply to DFAT, including:
 - (i) to use or disclose personal information only for the purposes of this Contract;
 - (ii) take necessary steps to ensure adequate security measures are in place to protect personal information from misuse, interference and loss and from unauthorised access, modification or disclosure;
 - (iii) comply with the requirements of Australian Privacy Principle 8 regarding the disclosure of personal information to an overseas recipient;
 - (b) not do any act, or engage in any practice, that would – if done in or engaged in by DFAT – breach the Australian Privacy Principles;
 - (c) comply with any reasonable request or direction of DFAT or the Privacy Commissioner in relation to access to, or handling of, personal information;
 - (d) immediately notify DFAT if it becomes aware of a breach or possible breach of any obligations referred to in this clause, or the initiation of any action by the Privacy Commissioner relevant to this Contract; and

- (e) investigate any complaint arising out of a breach or possible breach of any obligations referred to in this clause, and notify DFAT of that investigation and outcome.
- 33.2 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 of any obligations referred to in this clause.

PART 3 - CONTRACT MANAGEMENT

34. CONTRACT MANAGEMENT GROUP

- 34.1 Each Party must identify one **(1)** Contract Management Representative to be responsible for operational coordination and contract management and one Escalation Representative to assist in any Dispute Resolution, both to be listed in the Contract Details, and to be changed in accordance with **Clause 24** (Notices).
- 34.2 If required by DFAT, this Contract Management Group may meet on a weekly basis for the first **three (3) months** from the Project Start Date of this Contract and then at a frequency (at least monthly) to be agreed between the Parties.
- 34.3 The Contractor must attend and participate in all Contract Management Group meetings as directed by DFAT and when required, consult, cooperate with, and promptly provide input, information and advice to the Contract Management Group on progress and performance of the Project/Program (including any matters, concerns, circumstances or events which may be affecting or may affect the Contractor's relationship with Stakeholders, DFAT or the Contract Management Group), and suggest actions to mitigate these, or assist in the prompt resolution of these.
- 34.4 A representative of the Contractor must take Minutes of all Contract Management Group Meetings and distribute copies of the Minutes to each member of the Contract Management Group within **ten (10) Business Days** after the relevant meeting.

35. REVIEW

- 35.1 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.
- 35.2 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.
- 35.3 Each Party must bear its own costs of any such reviews conducted by or on behalf of DFAT.

36. PERFORMANCE ASSESSMENT

- 36.1 The Contractor acknowledges and agrees that DFAT may issue in relation to this Contract:
 - (a) a Partner performance assessment;
 - (b) Adviser performance assessments;
 - (c) sub-contractor performance assessments; and
 - (d) sub-contractor key personnel performance assessments.
- 36.2 Performance assessments will be substantially in accordance with the assessment sheet in **Schedule 10** (Partner Performance Assessment). Within 15 days of receiving a performance assessment from DFAT, the Contractor must:
 - (a) sign and return to DFAT the Partner Performance Assessment together with any response; and
 - (b) ensure that all other performance assessments together with any response the

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

- 36.3 Contractor must undertake Adviser, sub-contractor and sub-contractor personnel assessments as required by DFAT.
- 36.4 The Contractor must insert clauses in any sub-contracts relating to the Contract that require the sub-contractor to agree that:
- (a) DFAT or the Contractor may issue:
 - (i) a sub-contractor performance assessment; or
 - (ii) sub-contractor key personnel performance assessments, in relation to the sub-contract;
 - (b) the performance assessments will be substantially in accordance with the assessment sheet in **Schedule 11** (Adviser Performance Assessment); and
 - (c) the sub-contractor will sign and return the sub-contractor performance assessment together with any response within 15 days of receipt and will ensure that sub-contractor personnel performance assessments together with any response any personnel wishes to include are signed and returned within 15 days of receipt.

37. **SPECIFIED PERSONNEL**

- 37.1 It is a material term of this Contract that where Specified Personnel are identified in **Schedule 1** (Statement of Requirements) the Services must be provided by them in their designated roles for the Term of the Contract. If any of them are unable to do so for a period of more than ten **(10) Business Days** the Contractor must not remove or replace them, but must notify DFAT in accordance with **Clause 24** (Notices) and seek DFAT's approval for proposed replacement personnel within ten **(10) Business Days** and at no additional cost to DFAT.
- 37.2 The Contractor must advise DFAT promptly in writing of any change in the circumstances of any Specified Personnel that would reasonably be considered likely to affect DFAT's assessment of the person under the Contract. In the event DFAT directs the Contractor to remove any Personnel as a result of notification under this Clause, the Contractor must identify replacement personnel within ten **(10) Business Days**.
- 37.3 The Contractor must only propose replacement personnel with suitable skills and qualifications to act as replacement Specified Personnel and able to commence providing the Goods and/or Services under the Contract immediately.
- 37.4 DFAT may give notice to the Contractor in accordance with **Clause 24** (Notices) requiring the Contractor to remove any Personnel from work in respect of the provision of the Goods and/or Services and propose new Personnel in accordance with **Clauses 37.1** and **37.2** above.
- 37.5 The Contractor must not engage a currently serving Commonwealth employee in any capacity in connection with the Goods and/or Services without DFAT's prior written approval.
- 37.6 The Contractor must not engage a **Former DFAT Employee** in any capacity in connection with the Goods and/or Services unless DFAT has approved the engagement.
- 37.7 When engaging Personnel for work in a 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.

38. SUBCONTRACTING

- 38.1 The Contractor may not sub-contract the provision of the whole of the Goods and/or Services and must not enter into a subcontract relating to the provision of the Goods and/or Services with a person who is or an entity which is listed on a World Bank List or a Relevant List.
- 38.2 The Contractor must obtain DFAT's prior written approval to sub-contract 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.
- 38.3 Where DFAT objects to the Contractor's preferred sub-contractor or DFAT nominates a particular sub-contractor in place of the Contractor's preferred sub-contractor, the Contractor must enter into an agreement with the sub-contractor as directed by DFAT on the basis of remuneration approved by DFAT and provide DFAT with a copy of the executed sub-contract.
- 38.4 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.
- 38.5 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) 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
 - (c) that give DFAT the right of substitution under **Schedule 5** (Deed of Novation and Substitution), to further novate the sub-contract to another contractor. The Contractor entering into a subcontract for the provision of parts or elements of the performance of the Services, or provision of the Goods, does not create any contractual relationship between DFAT and the subcontractor.

PART 4 – RECORDS, AUDIT AND REPORTS

39. RECORDKEEPING

- 39.1 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 27** (Fraud);
 - (c) keep accurate and up-to-date accounts and records which contain details of the disposition of Supplies as agreed to by DFAT, such as replacement, write-off or transfer to the Partner Country;
 - (d) comply with any standards prescribed by DFAT from time to time for the creation, care, access, storage, preservation and return or legal destruction of its accounts and records (including Contract Material) and any DFAT material;

- (e) provide all reasonable assistance requested by DFAT for any administrative or statutory review concerning this Contract; and
 - (f) retain copies of all accounts and records for a period of **seven (7) years** after termination or expiration of this Contract or completion of any legal action arising out of or in connection with this Contract, whichever occurs later.
- 39.2 DFAT retains legal ownership of all records created for the provision of the Goods and/or Services by the Contractor. Upon termination or completion 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.
- 39.3 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.
- 39.4 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.
- 39.5 The Contractor must maintain up to date records of the names of all sub-contractors engaged by the Contractor to perform part of the Services.
- 39.6 The Contractor may keep one (1) copy of all records created during the course of the provision of the Goods and/or Services for legitimate risk management and audit purposes.

40. **ADVISER INFORMATION**

- 40.1 In this **Clause 40**, "Adviser Information" means the information which the Contractor must give DFAT in accordance with **Clause 40.2** below, if requested to do so by DFAT. Adviser information may be Personal Information.
- 40.2 The Contractor must give DFAT the following information about each Adviser on **15 July** of each year:
- (a) position title;
 - (b) nature of engagement (short term/long term);
 - (c) ARF discipline category;
 - (d) ARF job level;
 - (e) gender;
 - (f) nationality;
 - (g) work location;
 - (h) contract start and end date;
 - (i) number of days/months worked in the time period specified by DFAT;
 - (j) monthly or Daily Remuneration Rate;
 - (k) Mobility Allowance, if any;
 - (l) Special Location Allowance, if any;
 - (m) Adviser Support Costs including Housing Costs, if any; and
 - (n) any other information regarding remuneration or costs associated with Advisers and identified by DFAT in the request.

- 40.3 In addition to the reporting requirements at **Clause 40.2** above, the Contractor must provide the information specified in **Clause 40.2 (a) – (n)** within **ten (10)** Business Days of receiving a written request from DFAT.
- 40.4 DFAT will use the Adviser Information to ensure that the Australian Government's official overseas aid program achieves value for money and to meet its reporting requirements.
- 40.5 DFAT may disclose Adviser Information in accordance with **Clause 32** (Confidentiality).
- 40.6 The Contractor must ensure that Advisers, before they are engaged consent in writing to DFAT using the Adviser Information which may be collected under this **Clause 40** for the purposes described in **Clause 40.4** and are aware that:
- (a) DFAT may request, and the Contractor may provide to DFAT, the Adviser Information;
 - (b) DFAT may disclose the Adviser Information to Commonwealth Government Departments and Agencies, Commonwealth Ministers and Parliamentary Secretaries, and to the Commonwealth Parliament; and
 - (c) They are entitled to access their own Personal Information which is held by DFAT, unless DFAT has a lawful right to refuse access.

41. ACCESS TO PREMISES AND RECORDS

- 41.1 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 sub-contract 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, agents or advisers 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.
- 41.2 In the exercise of the rights under this **Clause 41**, DFAT must use reasonable endeavours not to unreasonably interfere with the Contractor's performance under the Contract in any material respect.

42. AUDIT

- 42.1 DFAT has the inspection and audit rights described in **Clause 41** (Access to Premises and Records) and this **Clause 42** and subject to these provisions, each Party is to bear its own costs in relation to any audit.
- 42.2 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.
- 42.3 Where DFAT has reasonable concerns regarding the Contractor's financial management systems, DFAT must provide the Contractor with written notification of those concerns outlining the action to be undertaken by the Contractor. These actions include:
- (a) a request that the Contractor's Company Director provide a Statutory Declaration confirming that he/she has sighted the necessary supporting documentation and confirms the veracity of the claim for payment;
 - (b) the Contractor providing DFAT with additional documentation to support the claim for payment; and/or
 - (c) a direction that the Contractor engage an independent, suitable organisation to undertake an audit of those financial management systems, including its invoicing procedures and practices, with a copy of the audit report to be provided to DFAT.
- 42.4 The Contractor must respond to any notice received under **Clause 42.3** above within fourteen (14) **Business days**.
- 42.5 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.
- 42.6 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.
- 42.7 Where a direction has been made under **Clause 42.6** above, DFAT will not make any further payments owed to the Contractor pending certification of the reliability of the Contractor's financial management systems and the veracity of the invoicing procedures and practices.
- 42.8 This **Clause 42** applies for the term of this Contract and for a period of seven (7) **years** from the date of its expiration or termination.
- 42.9 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.

43. **REPORTS**

- 43.1 The Contractor must provide DFAT, and if applicable other Commonwealth agencies, at its own cost, the reports described in **Schedule 1** (Statement of Requirements).
- 43.2 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.
- 43.3 DFAT may reject and withhold payment of Fees for any report which does not, in the opinion of DFAT, meet the requirements or standards outlined in the Contract until the Contractor rectifies the report.

PART 5 - PAYMENT AND TAX

44. INVOICING

- 44.1 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).
- 44.2 For the purposes of this **Clause 44** (Invoicing) and **Schedule 2** (Pricing Schedule), an invoice is correctly rendered if:
- (a) it is in the form of a valid Tax Invoice under the GST Act (or, where the supply of the Goods and/or 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 Goods and 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 Goods and/or Services that have been delivered to DFAT in accordance with the Contract;
 - (e) reimbursable costs, and amounts owing to suppliers or sub-contractors have been paid before submission of the invoice to DFAT;
 - (f) the invoice details all Goods and/or 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 Goods and/or Services described in the Contract;
 - (g) the Fees claimed in the invoice are inclusive of all costs, expenses, disbursements, levies and taxes and the actual costs and expenses incurred by the Contractor in providing the Goods and/or Services;
 - (h) it is in Australian dollars or converted into Australian dollars at the exchange rate incurred by the Contractor at the time of making the payment; and
 - (i) a company Director of the Contractor or authorised representative of the Contractor has certified that the invoice is accurate and represents the Goods and/or Services provided.
- 44.3 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.
- 44.4 If an invoice is found to have been rendered incorrectly, any underpayment or overpayment shall be recoverable by or from the Contractor, as the case may be and, without limiting recourse to other available remedies may be offset against any amount subsequently due from DFAT to the Contractor.

45. PAYMENT

- 45.1 Subject to this Contract, DFAT agrees to pay the Contractor the Fees and/or Reimbursable Costs for the provision of the Goods and/or Services in accordance with **Schedule 2** (Pricing Schedule).
- 45.2 Without limiting **Clause 48** (Taxes), the amounts payable under **Schedule 2** (Pricing Schedule) are inclusive of all taxes and duties (including GST) payable in connection with the Goods and/or Services.
- 45.3 Subject to the Contract, DFAT must pay the Fees and Reimbursable Costs within **30 days** of:
- (a) receipt of a correctly rendered invoice in accordance with **Clause 44 (Invoicing)**; and

- (b) DFAT's acceptance of the satisfactory completion of the Services and/or delivery of the Goods or relevant Payment Milestone as specified in Schedule 2 (**Pricing Schedule**).

- 45.4 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.
- 45.5 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.
- 45.6 If **Clause 45.5** above is not complied with, DFAT will not be responsible for any costs incurred by the Contractor as a result of the change including bank charges or exchange rate variances.
- 45.7 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.

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

- 46.1 A payment by DFAT to the Contractor is not an admission of liability. If DFAT makes a payment and subsequently learns that performance specifications have not been met or that, on review, the amount is greater than the amount payable under the Contract, the payment shall be deemed an overpayment and recoverable from the Contractor.
- 46.2 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.
- 46.3 Where DFAT deducts the amount of a debt or payment in accordance with **Clause 46.2** above, it must advise the Contractor in writing that it has done so.
- 46.4 Unless approved in writing by DFAT, if the Contractor pays an Adviser more than the rate specified in the Adviser Remuneration Framework for the relevant Job Level and Professional Discipline Category:
- (a) the Contractor will not be entitled to seek reimbursement of the excess from DFAT; and
 - (b) if the Contractor discovers the excess payment after it has received reimbursement from DFAT, it must promptly advise DFAT of the excess and deduct the amount of the excess from its next invoice.

47. **DISPUTED INVOICES**

- 47.1 DFAT need not pay an amount to the Contractor that is disputed in good faith by DFAT until the dispute is resolved.
- 47.2 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 45.3** (Payment).
- 47.3 The Contractor must continue to comply with its obligations under this Contract, notwithstanding that there is a disputed invoice.

48. **TAXES**

- 48.1 Unless otherwise indicated, the amount payable under the Contract for each supply of Goods and/or Services under this Contract as listed in **Schedule 2** (Pricing

Schedule) is the value of that supply plus any GST imposed under the GST Act. Payment by DFAT to the Contractor of the GST shall be subject to the Contractor providing DFAT with a valid Tax Invoice issued in accordance with the relevant provisions of the GST Act and regulations.

- 48.2 The total amount of GST payable by the Contractor, and for which the Contractor seeks payment from DFAT in respect of the supply shall be shown as a separate item on the Contractor's Tax Invoice.
- 48.3 If the additional amount under **Clause 48.2** above differs from the amount of GST payable by the Contractor, the additional amount must be adjusted between the Parties.
- 48.4 If a Party is entitled to be reimbursed or indemnified under this Contract, the amount to be reimbursed or indemnified does not include any amount attributable to GST which the Party is entitled to claim back by way of an input tax credit or otherwise.
- 48.5 Except as provided by this **Clause 48**, all taxes, duties and charges imposed or levied in Australia or in the Partner Country in connection with:
- (a) the performance of this Contract (including any sub-contracts entered into for the performance of the Services and the obtaining of any approvals, consents or authorisations); and
 - (b) the sale, purchase, lease, assignment, licence or transfer of any property under this Contract shall be borne by the Contractor or its sub-contractor(s) as the case requires.
- 48.6 If a Changed Tax occurs which affects the cost to the Contractor of providing the Goods and/or Services, the Contractor must give DFAT:
- (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,
 - (d) as soon as practicable after the change in the Changed Tax is announced or the Contractor becomes aware of the increase, decrease or removal.

49. **SUPERANNUATION**

- 49.1 DFAT will, as the case requires and in accordance with legislative requirements, contribute to a complying Superannuation Fund, a pre-existing fund nominated by the Contractor or where none is nominated to the Australian Superannuation a sum equivalent to the level stipulated from time to time in the *Superannuation Guarantee (Administration) Act 1992* (Cth). The Contractor must include in its invoice for the Goods and/or Services the following information with regards to the superannuation guarantee contributions: superannuation guarantee contribution amount, full name and address of the Superannuation Fund and the Contractor's membership number.

PART 6 - REMEDIES, DISPUTES AND TERMINATION

50. **REMEDIES**

- 50.1 The Contractor must remedy at its own cost:
- (a) any failure to comply with the requirements of this Contract as soon as practicable after becoming aware of the failure; and
 - (b) if this is a Goods Contract, any errors or defects in the Goods notified to the Contractor by the DFAT Representative for the warranty period described in the Contract Details.

- 50.2 If the Contractor fails to rectify an error or a defect under **Clause 50.1** above within ten **(10) Business days** after notification by the DFAT Representative, DFAT may, without limiting the Contractor's warranties and obligations under this **Clause 50**, 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.

51. **DISPUTE RESOLUTION**

- 51.1 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 24** (Notices) setting out the nature of the dispute;
 - (b) within ten **(10) Business Days** following notice, attempt to resolve the dispute through direct negotiation between the Contractor Representative and the DFAT Representative;
 - (c) if still unresolved, refer the dispute to each Party's Escalation Representative as set out in the Contract Details, who must in good faith work to resolve the dispute within a further ten **(10) Business Days** or any other agreed period;
 - (d) if still unresolved, the Parties have thirty **(30) Business Days** from the receipt of the notice to reach a resolution or to agree that the dispute is to 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.
- 51.2 Subject to **Clause 45** (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.

52. **EARLY NOTIFICATION**

- 52.1 The Contractor must immediately notify DFAT if the Contractor (including Contractor Personnel) or a sub-contractor is:
- (a) undergoes a change in Control of the Contractor's legal entity;
 - (b) listed on a World Bank List or on a Relevant List;
 - (c) subject to any proceedings or an informal process which could lead to listing on a World Bank List or listing on a Relevant List;
 - (d) temporarily suspended from tendering for World Bank contracts by the World Bank, pending the outcome of a sanctions process;
 - (e) temporarily suspended from tendering by a donor of development funding other than the World Bank; and/or
 - (f) the subject of an investigation (whether formal or informal) by the World Bank or another donor of development funding.
- 52.2 If the Contractor becomes aware of any issue that may affect its performance of the Contract and in particular its compliance with any of the following clauses:
- Clause 9** (Performance Standards), **Clause 10** (Warranties), **Clause 11** (Conflict of Interest), **Clause 12** (Insurances), **Clause 26** (Counter-terrorism), **Clause 27** (Fraud), **Clause 28** (Anti-Corruption), **Clause 29** (Compliance with

Laws and Policies), **Clause 30** (Security), **Clause 32** (Confidentiality), **Clause 33** (Privacy) and **Clause 38** (Sub-contracting), (including the use or disclosure of Sensitive, Personal or Confidential Information, or any Security Incident that arises), it must inform DFAT immediately.

53. TERMINATION FOR BREACH

53.1 DFAT may terminate this Contract by notice to the Contractor in accordance with **Clause 24** (Notices) in any of the following circumstances:

- (c) the Contractor commits a material breach or breach which, in DFAT's opinion, is not capable of remedy;
- (d) 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;
- (e) the Contractor commits a Persistent Breach;
- (f) 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;
- (g) 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;
- (h) 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;
- (i) the Contractor fails to notify DFAT under **Clause 52** (Early Notification);
- (j) 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);
- (k) 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;
- (l) the Contractor is convicted of any offence during the Term of this Contract;
- (m) 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;
- (n) the Contractor, its Personnel or subcontractors are or become listed on a World Bank or Relevant List or are subject to any proceedings or an informal process that may lead to them becoming so listed;
- (o) 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
- (p) the Contractor commits a breach of **Clauses 29.1** (Compliance with Laws and Policies) or **61.1** (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.

- 53.2 For the avoidance of doubt, **Clauses 53.1 (g) to 53.1 (m)** do not limit the generality of **Clauses 53.1 (a) or 53.1 (b)**.

54. **TERMINATION FOR CONVENIENCE**

- 54.1 DFAT has an unfettered discretion to, by notice to the Contractor in accordance with **Clause 24** (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 54.1** 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.
- 54.2 If DFAT exercises its right in **Clause 54.1**, 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.
- 54.3 If DFAT terminates this Contract under this **Clause 54**, 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) for Goods and/or 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) the Contractor's finance termination costs required specifically and exclusively for performance of this Contract;
 - (d) 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
 - (e) and 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.
- 54.4 The Contractor must, in each subcontract, reserve a right of termination to take account of DFAT's right of termination under this **Clause 54** (Termination for Convenience) 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 54**.
- 54.5 Subject to this Contract, on expiry or termination:
- (a) the Parties are relieved from future performance of this Contract, without prejudice to any right of action that has accrued at the date of termination;
 - (b) all licences and authorisations granted to the Contractor by DFAT under this Contract terminate immediately; and
 - (c) the Contractor must provide DFAT with all reasonable assistance and information to assist DFAT in transitioning to DFAT's new provision of Goods and/or Services arrangements.

- 54.6 The Contractor's obligations under **Clause 54.5** above 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.
- 54.7 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 54.1** except as expressly provided under this **Clause 54**.

55. FORCE MAJEURE

- 55.1 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 55.2** below:
- (a) that obligation is suspended, but only so far and for so long as it is affected by the Force Majeure Event; and
 - (b) the affected Party will not be responsible for any loss or expense suffered or incurred by any other Party as a result of, and to the extent that, the affected Party is unable to perform, or is delayed in performing, its obligations because of the Force Majeure Event.
- 55.2 A Party affected by a Force Majeure Event must give the other Party a written notice which:
- (a) sets out details of the Force Majeure Event (including the effect of the Event on the Contract and details of insurance available to mitigate damage if any);
 - (b) estimates the likely period of time that the Party will not be able to perform, or the Party will be delayed in performing, its obligations; and
 - (c) provides details of the action that it has taken, or proposes to take, to remedy the situation.
- 55.3 The Contractor must:
- (a) arrange a meeting with DFAT within 24 hours' of a notice given under **Clause 55.2** above; and
 - (b) take all reasonable steps to avoid, remove or limit the effects of the Force Majeure Event on its performance of the suspended obligations as quickly as possible and re-commence performing them soon as possible.

56. EXTENSION OF TIME

- 56.1 Subject to **Clause 56.5** below neither DFAT nor the Contractor shall 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.
- 56.2 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 55** (Force Majeure) it must notify DFAT in accordance with **Clause 55.2** providing details of the delay and its likely impact on the performance of the Contract.
- 56.3 Where **Clause 55** (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 18** (Amendment).

- 56.4 DFAT must give consideration to the Contractor's recommendations and request for an extension of time as soon as practicable after receiving the request in accordance with **Clause 56.3** above and may grant approval subject to conditions.
- 56.5 If DFAT approves in writing a request by the Contractor for an extension of time under **Clause 56.3** above, any resultant changes to the Contract must be documented in a "Deed of Amendment".
- 56.6 Even if the Contractor has not given notice under **Clause 56.2** above, where DFAT considers that a delay has arisen, in whole or in part, because of an act or omission on the part of DFAT, its employees or agents, DFAT may, by notice in writing to the Contractor, extend the time for performance of the relevant obligation of the Contractor.
- 56.7 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.
- 56.8 In the event of suspension, deletion or termination of the Services or the Contract in accordance with this **Clause 56**, DFAT will be liable for Fees and Reimbursable Costs in accordance with **Clause 54.3** (Termination for Convenience).

57. **LIABILITY**

- 57.1 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.
- 57.2 Subject to any law to the Contrary, DFAT, its employees, agents and advisors, disclaim all liability for any loss or damage suffered by any other person acting on any part of the information made available to the Contractor, in respect of the Project, whether or not the Loss arises in connection with any negligence, default or lack of care on the part of DFAT, its employees, agents or advisors.

PART 7 - PROJECT SPECIFIC CONDITIONS

58. **DEFINITIONS**

- 58.1 For the purposes of this **Part 7** 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)
- Project Vehicles** means vehicles paid for by DFAT for an Australian Aid Program Project or Program and that are provided for Project/Program activities.

59. **HANDOVER**

- 59.1 The Contractor must within **twelve (12) months** of the Project Start Date draft and provide to DFAT a copy of, a Handover Plan which includes all the functions to be performed to hand over Contract Material, Supplies, information, documents and other materials to the Partner Country (or to DFAT where Goods and/or Services are provided in Australia) in a manner which ensures the Partner Country is able to benefit from the Project and in particular enables the Partner Country to manage ongoing maintenance requirements, as well as any other matters specified in **Schedule 1**.
- 59.2 The Contractor must make changes to the Handover Plan as reasonably requested by DFAT and update the Handover Plan as necessary during the Project but at least annually and **six (6) months** before the end of the Contract.
- 59.3 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.

59.4 The Contractor must:

- (a) bear the loss or damage in respect of the Supplies until handover of Supplies to the relevant Partner Government or back to DFAT;
- (b) establish and maintain a Register of Assets which shall record any non-consumable Supplies valued at **AUD2,000** or more, which at a minimum contains the following information: reference identification number (which may be for example, a serial number, engine number or chassis number); description of the asset; date of procurement; cost; location; current status; and disposal or handover details; and
- (c) submit to audit by or on behalf of DFAT its Register of Assets and associated documentation such as import documents, invoices and warranties at any time and from time to time.

59.5 On termination of the Contract, the Contractor must provide all reasonable assistance and cooperation necessary to facilitate the provision of further maintenance by DFAT or an alternative Contractor. In particular the Contractor must:

- (a) deliver to DFAT or its nominee complete copies of all the Data and Contract Material, in a form and on a media approved by DFAT, and any other DFAT property including the Supplies;
- (b) either destroy or deliver to DFAT all copies of DFAT Confidential Information as required by DFAT;
- (c) if requested by DFAT, facilitate the assignment to DFAT, DFAT's nominee or to the Partner Country of sub-contracts relating to Supplies, including for licensing and support of information technology and any construction work maintenance;
- (d) vacate the Project Office where this has been supplied by DFAT or the Partner Country; and
- (e) co-operate with DFAT and, if requested, DFAT's nominee, and provide reasonable assistance relating to the transfer of any contracts to DFAT, its nominee or the Partner Country.

60. **PROJECT VEHICLE CONTRIBUTION**

- 60.1 Project Vehicles remain the responsibility of the Contractor for the term of the Project/Program.
- 60.2 In consideration of the Contractor being entitled to use Project Vehicles for non-project use, the Contractor must contribute **AUD400.** for **each Project Vehicle for each month** of the Project. The contribution will be deducted by the Contractor and must be clearly identified on the Contractor's invoices.
- 60.3 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.
- 60.4 The Contractor is responsible for any costs incurred in the event of an accident while the Project Vehicle is being privately used.

61. **COMPLIANCE WITH DFAT POLICIES**

- 61.1 The Contractor must ensure that it and its Personnel comply with all DFAT policies including:
 - (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: www.dfat.gov.au;
- (c) the '*Family Planning and the Aid Program: Guiding Principles*' (2009) for the DFAT - Australian Aid Program, accessible on the DFAT website at: www.dfat.gov.au ;
- (d) information accessibility requirements contained in the '*Guidelines for preparing accessible content*' (2012) for the DFAT - Australian Aid Program, accessible on the DFAT website at: www.dfat.gov.au ;
- (e) the '*Environmental and Social Safeguards Policy for the Aid Program*' (2018), accessible on the DFAT website at: www.dfat.gov.au; and
- (f) '*Promoting Opportunities for All: Gender Equality and Women's Empowerment*' (November 2011), accessible on the DFAT website at: www.dfat.gov.au.

62. **INDIGENOUS PROCUREMENT POLICY**

- 62.1 It is Commonwealth policy to stimulate indigenous entrepreneurship and business development, providing indigenous Australians with more opportunities to participate in the economy.
- 62.2 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.
- 62.3 Purchases from Indigenous enterprises may be in the form of engagement of an Indigenous enterprise as a subcontractor, and use of indigenous suppliers in the Contractor's supply chain.
- 62.4 In this clause 62, "Indigenous enterprise" means an organisation that is 50 per cent or more indigenous owned that is operating a business.
- 62.5 The Contractor will notify the DFAT Representative when there is a purchase from an Indigenous enterprise as outlined in the clause 62.4 above.

63. **GENDER EQUALITY**

- 63.1 The Contractor must comply with its obligations, if any, to promote gender equality in the workplace under *the Workplace Gender Equality Act 2012* (Cth) ('WGE Act')
- 63.2 If the Contractor becomes non-compliant with the WGE Act during the Term of the Contract, the Contractor must notify the DFAT Officer nominated in **Clause 24** (Notices) and DFAT reserves the right to provide the Contractor with directions regarding compliance.
- 63.3 If the Term of the Contract exceeds **eighteen (18) months**, the Contractor must provide a current letter of compliance with the WGE Act within **18 months** from the Contract Commencement Date and following this, annually, to the DFAT Officer nominated in **Clause 24** (Notices).

64. **NOT USED**

65. **NOT USED**

66. **NOT USED**

67. **NOT USED**

68. NOT USED

69. PROCUREMENT AND GRANTS

69.1 In procuring all Supplies for the purposes of providing the Goods and/or 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 or the Public Governance, Performance and Accountability Act 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.

69.2 In administering any Grant activities, the Contractor must:

- (a) implement procedures so that grant administration is undertaken in a manner that is consistent with the Commonwealth Grants Rules and Guidelines, in particular the seven Key Principles for Grants Administration; and
- (b) maintain complete and accurate records documenting the procedures followed in selecting grant recipients.

70. NOT USED

71. ACCESSIBILITY REQUIREMENT FOR DFAT WEBSITES

71.1 If the Statement of Requirements 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.

SCHEDULE 1 - STATEMENT OF REQUIREMENTS

PART A: INTRODUCTION

(Preface: This Schedule 1: Statement of Requirements outlines the role of the Contractor in implementing the Pacific Labour Facility (PLF). In the event of any inconsistency between the Investment Design Document (IDD) and the Contract, the Contract will take precedence.)

1. BACKGROUND AND OVERVIEW

- 1.1 Australia's *Foreign Policy White Paper* (2017) emphasises the importance of stepping up engagement with Pacific island countries to improve economic resilience, security and stability of the Pacific region. Circular labour mobility from Pacific island countries and Timor-Leste (collectively 'Pacific countries') to Australia is a central pillar of this strategy. Increasing circular labour mobility will build people-to-people links and support increased economic growth, employment and investment across the region.
- 1.2 Australia will increase circular labour mobility with Pacific countries through the expansion of the Seasonal Worker Programme (SWP) and the creation of the Pacific Labour Scheme (PLS). The Pacific Labour Facility (PLF) will facilitate the expansion of circular labour mobility to Australia and support both the SWP and PLS.

The Pacific Labour Facility (PLF)

- 1.3 The PLF will facilitate seasonal and longer-term work opportunities for Pacific workers to Australia. It will connect Australian employers with Pacific workers, support the administration of the PLS and provide targeted support to SWP. The PLF will be delivered by the Contractor and provide the backbone of Australia's future support for circular labour mobility in the Pacific under the direction of the Department of Foreign Affairs and Trade (DFAT). The PLF will establish itself as a trusted intermediary in connecting Australian employers with Pacific workers and in its partnerships with PICs, the private sector and civil society stakeholders.

The Seasonal Worker Programme (SWP)

- 1.4 Under direction of the Department of Jobs and Small Business (DJSB), the SWP provides Australian employers in the agriculture industry nationwide, and in the accommodation sector and tourism sectors in selected locations, that are unable to find enough local Australian labour access to low-skilled and unskilled workers from nine Pacific Island countries and Timor-Leste. There is no cap placed on numbers of participants. Seasonal workers from Fiji, PNG, Samoa, Solomon Islands, Timor-Leste, Tonga and Vanuatu can work in Australia for a maximum period of six consecutive months. The seasonal workers may not return to Australia for a minimum of five months before coming back to Australia in the program. Seasonal workers from Kiribati, Nauru and Tuvalu may be employed for a maximum period of nine consecutive months and are not eligible to return to Australia for three months.

The Pacific Labour Scheme (PLS)

- 1.5 The PLS commenced on 1 July 2018. It enables citizens of Pacific countries to take up low- and semi-skilled work opportunities in rural and regional Australia for up to three years. There will be an initial cap of 2,000 workers 2018/19. The PLS will initially be available to Kiribati, Nauru and Tuvalu, with access to be progressively extended to other Pacific countries based on employer demand, need impact and progress against the Pacific Agreement on Closer Economic Relations - Plus (PACER Plus) regional trade agreement. Implementation of the PLS is open to all sectors but will focus on placing workers in sectors with projected employment growth in Australia and which match Pacific skill sets. In order to participate in the PLS, employers will apply, be assessed and approved by DFAT. Employers will be required to apply for 'Temporary Activities Sponsorship' through the Department of Home Affairs (DHA). Approved employers will complete a local labour market test to demonstrate that

employment vacancies are not able to be filled by Australians. This involves advertising the position(s) on the Australian Government's *jobactive* website or another medium that covers a local population base, for a minimum of two weeks.

2. GOAL AND OBJECTIVES

2.1 The goal of the PLF is to *facilitate expansion of Pacific circular labour mobility to Australia*. To contribute to this, the PLF has four end-of-program outcomes (EOPOs):

- a) **EOPO 1:** *Labour sending units and communities in participating Pacific countries ensure workers mobilised to Australia meet employer quality and supply needs.* This relates to a range of initiatives led by the PLF to not only increase the supply of Pacific seasonal and longer-term workers but also to improve the quality of the workers through a range of activities that will ensure workers are suitable and have access to relevant and appropriate skills development. Activities will be undertaken to target those previously under-represented within circular labour mobility (including women and people living with disability), with a particular emphasis on efforts to improve equity and inclusiveness. The outcome will be facilitated by brokering linkages between relevant Australian Pacific Technical College (APTC) graduates and Australian employers. In addition, efforts will be undertaken to ensure partner governments are better informed regarding Australian employer requirements and expectations.
- b) **EOPO 2:** *Australian employers increase their demand for Pacific seasonal and longer-term workers.* This relates to efforts to increase the uptake of workers by Australian employers, which include activities to enhance awareness amongst employers who have unmet labour needs. Activities will also be undertaken to improve the facilitation of the placement of workers with employers, ensuring that only those employers who are deemed of high quality continue to employ Pacific workers. High quality ratings will include an emphasis on support services to workers whilst they are in Australia.
- c) **EOPO 3:** *Australian and Pacific partner labour market actors regulate or manage circular labour mobility with the minimum transaction costs needed for effective management of risks and negative impacts.* Develop a supportive and conducive environment for both the supply side (workers) and the demand side (employers) to operate. For workers this includes support services as well as activities to promote financial literacy and financial planning, so that workers are better informed with respect to transferring savings and remittances, and effective reintegration of workers back into their communities on return home, including efforts to help workers become job creators through leveraging skills gained whilst in Australia. For Australian employers this includes as few additional transaction costs as possible relating to PLS or SWP and could include activities such as periodic rating of employer quality so that a risk-ranked approach to regulation can be used.
- d) **EOPO 4:** *Australia-Pacific labour market system actors use improved understanding of the social and economic impacts of circular labour mobility.* All actors have access to information about the benefits and costs of circular labour mobility, and use that information effectively. Activities will include research and will explore the benefits to Pacific workers, Australian employers and the effects of circular labour mobility on social and economic cohesion.

2.2 The Contractor will refine and finalise the Program Logic Model during the Mobilisation and Inception Phase. The Contractor will adopt a flexible and scalable approach so that PLF implementation can meet emerging labour mobility policy priorities and be responsive to evolving priorities, context and experience in order to create a coherent pathway to achieving the objectives.

PART B: PROGRAM GOVERNANCE

3. PRINCIPLES FOR ENGAGEMENT

3.1 The Contractor will provide the Services in a manner consistent with the following principles:

- (a) **Thinking and working politically:** The Contractor will:
 - (i) take account of the complex political economy of labour mobility in Australia and in Pacific countries; and
 - (ii) recognise the constraints to institutional performance and consider these realities when in dialogue with partners and in the delivery of activities.
- (b) **Responsive and solutions focused:** The Contractor will:
 - (i) be responsive to the needs of employers and employees;
 - (ii) work quickly to resolve problems and issues as they emerge; and
 - (iii) proactively manage issues and risks and provide solutions focused advice to DFAT in a timely manner.
- (c) **Flexible and scalable:** The Contractor will:
 - (i) adopt a flexible and scalable approach to PLF implementation so that it can meet emerging labour mobility policy priorities and respond to evolving priorities.
- (d) **Evidence based:** The Contractor will:
 - (i) support the collection and management of labour mobility data, analysis and research in order to enable informed decision-making; and
 - (ii) will share information, analysis and research findings in a timely manner to labour mobility stakeholders and decision makers.
- (e) **Experimentation and learning:** The Contractor will:
 - (i) build on previous experience and continually test and evaluate delivery models and embed experimentation in tight feedback loops for learning; and
 - (ii) recognise that not all activities will deliver positive results for replication or continuation but that it is an important part of the learning process.
- (f) **Brokering partnerships:** The Contractor will:
 - (i) broker and facilitate linkages with partners and programs relevant to advancing the objectives of PLF. (This includes Pacific countries, DFAT bilateral and regional programs including Posts, APTC, New Zealand, Australian whole-of-government and domestic stakeholders).
- (g) **Inclusiveness:** The Contractor will:
 - (i) model inclusive preparation, programming, engagement and activity delivery;
 - (ii) this is to be undertaken by facilitating input from all stakeholders, including assessment of potential impact on women and girls, people living with disabilities, and geographical inclusiveness in Pacific countries.
- (h) **Promotion of labour mobility:** The Contractor will:
 - (i) engage with a diverse range of Australian labour mobility stakeholders;
 - (ii) demonstrate success and use it to advocate for support amongst Pacific and Australian policy makers, industry and employers and Pacific communities; and
 - (iii) build employer demand and interest and protect the brand of the PLS and SWP.

4. **STAKEHOLDERS**

- 4.1 The Contractor will develop robust partnerships with relevant organisations and programs, both in sending countries and in Australia, to support workers at all stages of circular labour mobility. Key partnerships include:
- (a) *Pacific country partner governments.* The Contractor will work with Pacific country partner governments to support Labour Sending Units perform their functions efficiently and effectively. Within each country there will be a range of partners including, Australian bilateral and regional programs, multilateral development banks, civil society and the private sector
 - (b) *New Zealand.* The Contractor will identify and address areas of duplication between New Zealand's Strengthening Pacific Partnership where reasonable to increase efficiency, cost effectiveness and reduce unnecessary burden on Labour Sending Units. Indicative opportunities include joint annual planning; joint RSE/SWP/PLS websites in sending countries; functionally linked sending country databases; research into socio-economic impact; harmonising reintegration support; and delivering English-language training and other competencies to those in work ready pools. NZ stakeholders (including research organisations) will be invited to participate in relevant activities.
 - (c) *Australian employers.* DFAT, DJSB and DHA will maintain direct engagement with employer groups, industry associations and regional chambers of commerce and industry, however the Contractor will also work closely with these groups and approved Australian employers. Employers will be encouraged to actively contribute to annual planning, monitoring, reflection and learning to ensure that the SWP and PLS meet employer needs, transaction costs are minimised, and good practice employment and safety standards are maintained throughout the Pacific labour market system. Program information will be readily available and communicated transparently to support collaborative partnerships with the private sector.
 - (d) *Diverse Australian stakeholders.* The Contractor will identify and develop partnerships to support national dialogue on managing the risks of worker exploitation, and enhancing compliance as well as support services to workers. The Contractor will also communicate lessons from research and information from monitoring of the PLS and SWP. This will include participation in relevant forums as per Table 2 of this Schedule 1, and will require productive working relationships with industry groups, peak bodies, unions, community sector and research institutions.
 - (e) *Related programs.* The Contractor will establish constructive links with related programs including other donor initiatives implemented by multilateral organisations and non-government partners and other DFAT investments.

5. **GOVERNANCE OVERVIEW**

- 5.1 Governance arrangements provide strategic and operational oversight across a wide range of domestic and Pacific stakeholders. **Table 1** of Schedule 1 provides an overview of Pacific labour mobility governance arrangements, including the purpose and membership for each mechanism. The Contractor must elaborate on this through the development of terms of reference for each mechanism during the Inception Phase as outlined in **Clauses 20 and 46** of this Schedule 1.
- 5.2 **Table 1** below provides an overview of the sequencing of key PLF governance, management and performance arrangements. Timing of meetings and governance arrangements may change over time as notified by DFAT.

Table 1 – Pacific Labour Mobility Governance Arrangements

GOVERNANCE ARRANGEMENT	PURPOSE	MEMBERSHIP
Pacific Labour Mobility Strategic Oversight		
Pacific Labour Mobility Inter-Departmental Committee Meeting (PLM-IDC)	Quarterly Australian whole-of-government meeting overseeing Australian Pacific labour mobility policy settings, programs/schemes, visa arrangements, supporting programs, governance and risk.	Senior responsible officers and technical staff from DFAT, DJSB, DHA, FWO (Fair Work Ombudsman) and other Australian Government agencies. Contractor to provide support as required.
Pacific Labour Mobility Annual Meeting (PLMAM)	Annual regional Pacific forum to discuss labour mobility policy settings and priorities, labour mobility support programs, and analysis and research.	Australian, New Zealand and PIC officials (delegates). Observers including multilateral institutions, academics, employers, civil society and unions. Contractor to provide event management support as required.
Pacific Labour Mobility National Advisory Group (PLM-NAG)	Annual domestic forum to seek advice from Australian domestic stakeholders on the strategic direction and performance of Australia's labour mobility policy, priorities and implementation arrangements.	Operational and technical officers from DFAT, DJSB, DHA and FWO. Australian Employers and civil society groups. APTC. Contractor to provide secretariat functions.
Pacific Labour Facility Operational Oversight		
PLF Management Committee (PLF- MC)	Six-monthly meetings providing strategic direction and management oversight to PLF. The primary PLF management and governance mechanism. Meetings to be informed by annual plans, reports, evaluations and performance information.	Chaired by DFAT with representatives from labour mobility stakeholders as required. Contractor to participate and provide secretariat functions.
PLF Quality and Technical Assistance Group (QTAG)	A six-monthly report to DFAT in preparation for the PLF-MC providing advice and recommendations on the performance of PLF. The QTAG may also provide <i>ad-hoc</i> strategic support, analysis and advice to DFAT as required.	The QTAG will consist of up to four people with relevant experience. QTAG to be contracted by directly to DFAT.
Bilateral Meetings	Annual bilateral meetings in each Pacific country to discuss country specific policy, implementation, progress and performance. Supported by bilateral MOUs, Implementation Arrangements, regular engagement and fortnightly teleconference updates between DFAT and the PLF Contractor.	DFAT (Post and Canberra), LSU and their parent agency. Contractor to participate and provide secretariat functions.

6. PACIFIC LABOUR MOBILITY INTER-DEPARTMENTAL COMMITTEE (PLM-IDC)

- 6.1 DFAT and DJSB will establish and co-host a quarterly Pacific labour mobility inter-departmental committee (PLM-IDC) in partnership with relevant Government agencies to oversee Australia-Pacific labour mobility policy and implementation, including:
- (a) SWP policy and implementation issues (led by DJSB);

- (b) PLS policy and implementation issues (led by DFAT);
 - (c) A review of Pacific labour mobility governance and risk management;
 - (d) Communications and stakeholder engagement; and
 - (e) Review of progress towards Australia's Foreign Policy White Paper priorities and Pacific Step Up implementation.
- 6.2 PLM-IDCs hosted in early March and September each year will have a policy focus, supporting Government decision-making ahead of the Pacific Labour Mobility National Advisory Group (late March) and Pacific Labour Mobility Annual Meeting (October). PLM-IDC hosted in June and December will have a program and operational focus and will align with the Pacific Labour Facility Coordination Committee meetings. Informal working groups will be formed on a needs basis and will report to the IDC.
- 6.3 The Contractor must provide support as required by DFAT.
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- 7. PACIFIC LABOUR MOBILITY ANNUAL MEETING (PLMAM)**
- 7.1 The Pacific Labour Mobility Annual Meeting (PLMAM) is the primary regional governance forum established under the PACER Plus Labour Mobility Arrangement. PLMAM aims to advance the regional labour mobility agenda by increasing cooperation, connecting stakeholders, sharing research and lessons learnt, informing policy directions, supporting ongoing regional labour mobility initiatives and reviewing progress against key objectives of the Labour Mobility Arrangement.
- 7.2 The PLMAM is hosted annually on a rotating basis by Australia, New Zealand and a PIC, and will be co-financed by Australia and New Zealand. Representation at PLMAM includes PACER Plus signatory countries (trade and labour sending officials), observer countries/organisations, and a range of non-government participants.
- 7.3 The PLMAM will focus on:
- (a) Enhancing existing labour mobility schemes and facilitating other forms of temporary labour mobility, including facilitating circulation and visa and work permit arrangements;
 - (b) Communicating findings and discussing implications of the Pacific Labour Market Context Update;
 - (c) Supporting key institutions in sending and receiving countries; and
 - (d) Promoting linkages with TVET and other tertiary education, and facilitation of recognition of qualifications and registration of occupations.
 - (e) Annual PLMAM outcomes statements will be reported to the Pacific Islands Forum Trade Ministers' Meetings (FTMM) for their consideration and appropriate action.
- 7.4 The Contractor must provide event management support as required by DFAT.
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- 8. PACIFIC LABOUR MOBILITY NATIONAL ADVISORY GROUP (PLM-NAG)**
- 8.1 DFAT and DJSB will establish and co-host an annual Pacific labour mobility national advisory group (PLM-NAG). The focus of the PLM-NAG is on domestic demand-side issues such as employment conditions, labour demand, and worker protections. Representation will focus on SWP and PLS approved employers, industry and union representatives from focus sectors, civil society and Australian whole of Government officials and development programs (PLF and APTC3). Representation may also include research partners and Pacific High Commission staff/Pacific liaison officers.
- 8.2 The PLM-NAG is an advisory body only and does not have a direct governance role in PLF. It will provide advice on the strategic direction and performance of Pacific labour mobility initiatives and the PLF, including recommendations to Ministers on the setting of PLS annual intakes, meeting employer needs, minimising transaction costs,

maintaining employment safety standards, worker safeguards and protections, managing the risks of worker exploitation and enhancing compliance as well as support services to workers. The PLM-NAG will also play an important role in strengthening government, private sector and civil society partnerships on Pacific labour mobility.

- 8.3 The Contractor must provide secretariat services in support of PLM-NAG.

9. **PACIFIC LABOUR FACILITY MANAGEMENT COMMITTEE (PLF-MC)**

- 9.1 The primary management and governance mechanism for the PLF will be the PLF Management Committee (PLF-MC). The Committee is chaired by DFAT and held six-monthly. Stakeholders will be invited to participate on an as needs basis, including:

- (a) *Government*: DFAT country programs (desks/Posts) and relevant thematic areas, Australian whole-of-Government agencies, Pacific island countries and New Zealand officials.
- (b) *Contractors*: PLF Contractor team and relevant subcontractors, contractor representative, APTC;
- (c) *Private sector/civil society*: SWP and PLS approved employers, civil society, unions and other stakeholders as appropriate (regular rotations to ensure representation);
- (d) *Research partners*: Research partners, consultants, multilateral development banks and other relevant stakeholders as appropriate; and,
- (e) *Quality Technical Assistance Group*: members of the QTAG

- 9.2 The PLF-MC will:

- (a) Provide strategic direction and management advice for PLF;
- (b) Discuss program performance and contextual factors, based on monitoring and results measurement dashboard and the Pacific Labour Market Context Update;
- (c) Oversee the performance of the Contractor and assessing adequacy of progress of PLF and its component labour schemes; and
- (d) Review progress against annual plan and budget, and approve forward plans.

- 9.3 The Contractor must provide secretariat services in support of PLF-MC.

10. **QUALITY AND TECHNICAL ASSISTANCE GROUP (QTAG)**

- 10.1 The Quality and Technical Assistance Group (QTAG) will provide advice to improve the performance of the Pacific labour mobility system and the performance of the PLF from both a technical and political/relationships perspective. It will provide advice on issues including, but not limited to whether:

- (a) progress against the EOPOs is adequate;
- (b) there is sufficient interest and ownership of activities (domestically and from Pacific countries);
- (c) approaches adopted are technically appropriate and politically possible; and
- (d) alternative approaches to be recommended and tried.

- 10.2 DFAT will engage the QTAG directly and it will report to DFAT just prior to each PLF-MC. QTAG's role will be that of a critical friend rather than an independent evaluator. The QTAG will also have a role as a 'help desk', providing strategic support, analysis and advice to DFAT on an ad-hoc basis as required.

- 10.3 The Contractor will work with the QTAG and will:

- (a) attend and participate in QTAG meetings as directed by DFAT;

- (b) when required by DFAT, consult with the QTAG on matters related to the PLF including:
 - (i) Progress and performance of the Services;
 - (ii) Any matters, circumstances or events which may affect the PLF and if there are anticipated or contingent problems or difficulties, suggestions to avoid or counteract those problems or difficulties; and
 - (iii) Any other issues or concerns as relevant.
- (c) co-operate with and assist in any way requested by the QTAG in the performance of its monitoring and review;
- (d) co-operate with and assist the QTAG by providing all necessary information and ensuring its Contractor Personnel are available and willing to assist in answering inquiries or requests for information in respect of the performance of the Services; and
- (e) Provide to the QTAG copies of all reports, notices, information or other PLF material which the QTAG reasonably requires to fully and efficiently perform its monitoring and review as soon as practicable after such material is produced or received by the Contractor.

11. BILATERAL GOVERNANCE ARRANGEMENTS

- 11.1 **Memoranda of Understanding (MOUs).** Separate to this Contract, there will also be high-level arrangements which will outline Pacific labour mobility arrangements between the Government of Australia and each participating Pacific Island Country (PIC) Government. The arrangements will outline the high-level commitments by each country, including key principles and mutual accountabilities to facilitate successful expansion of labour mobility. DFAT will lead on negotiating any MOUs and/or Subsidiary Arrangements with the PICs. .
- 11.2 **Implementation Arrangements (IAs).** Implementation Arrangements will supplement the high level MOUs and Subsidiary Arrangements, by providing detailed guidance on issues such as:
 - (a) Supervision and resourcing of labour sending and labour receiving arrangements, including capacity building, recruitment approaches and relevant briefings;
 - (b) SWP/PLS eligibility requirements, including visa application requirements and processing arrangements and employment arrangements; and
 - (c) Monitoring and compliance for sending and receiving countries.
- 11.3 **Bilateral Governance Frameworks** - as set out, details on labour mobility governance frameworks between Australia and Pacific countries. This includes commitments for annual reviews of labour mobility arrangements. Steering committees or working groups will meet on an annual basis (at a minimum) in each Pacific country to discuss country specific progress, lessons and any issues with circular labour mobility to Australia. DFAT (Post and Canberra), LSU and their parent agency will be involved in these meetings. The Contractor will support Posts develop these bilateral governance arrangements on a country-by-country basis and provide secretariat services as necessary. These governance arrangements will be supported through annual high-level talks on country and aid partnership agreements. Every effort will be made to have a joined-up approach with New Zealand through these arrangements.
- 11.4 **Regular bilateral engagement.** DFAT's Pacific Posts will undertake regular bilateral engagement on operational labour mobility issues with PIC counterparts. The Contractor must support this engagement as required by DFAT.

- 11.5 **Fortnightly teleconference management discussions (Contractor, DFAT PLM Canberra and Post).** DFAT's Pacific Labour Mobility Section will also convene fortnightly teleconference updates with labour mobility focal points within each Post including relevant Contractor staff. The Contractor must provide support as required by DFAT.

12. **PACIFIC COUNTRIES**

- 12.1 Pacific country partner governments and any private-sector service providers will be supported by the Contractor to perform their Pacific labour market system functions efficiently and effectively.
- 12.2 The Contractor will take into account the role of the LSU and sending country government systems. The Contractor will not replace or duplicate existing resources or systems. Mutual contributions and accountability will be set out in agreements (MOUs, Subsidiary Arrangements and supporting Implementation Arrangements) between the Government of Australia and Partner Governments. The Contractor is to note the role of the LSUs will include some or all of the following:
- (a) Setting the strategic agenda around circular labour mobility (including participation and contributions to PLMAM and other regional meetings)
 - (b) Undertaking the day-to-day operational activities associated with the management of the SWP and PLS, including:
 - (i) Registration of potential workers
 - (ii) Screening of applicants
 - (iii) Shortlisting, interview preparation and support for selection of workers, including active communication to reduce the risk of rent seeking or opaque practices
 - (iv) Worker mobilisation including visa preparation including working with visa agents, health & character checks, and facilitation of signing of Letters of Offer, coordinating travel arrangements with employers, pre-departure briefings
 - (v) Point of contact for workers and employers throughout deployments
 - (vi) De-briefings for returning workers, and provision of information on potential re-integration pathways
 - (vii) Management of information around the work ready pool and deployments
 - (viii) Involvement in marketing activities to raise demand for workers from their country
 - (ix) Contributing to the ongoing annual planning of the PLF
 - (x) Actively participate in the design and implementation of country and regional activities
 - (xi) Setting aside adequate resources and staff time for capacity building activities
 - (xii) Assisting in the identification of opportunities for gender equality and inclusion
 - (xiii) Active data collection and country-level reporting
 - (xiv) Contributing to monitoring and results measurement activities.

13. **GOVERNMENT OF NEW ZEALAND**

- 13.1 Australian and New Zealand Governments have committed to close coordination in the design, implementation and evaluation of their respective labour mobility

arrangements with PICs, as part of our bilateral and Pacific Step up engagement and joint approaches to PACER Plus. DFAT and New Zealand's Ministry of Foreign Affairs and Trade (MFAT) and Ministry of Business, Innovation and Employment (MBIE) will support collaboration at a strategic level through joint annual planning between the PLF and New Zealand's aid programs. Strategic engagement will focus on coordination assistance and approaches to PICs and identification of priority interventions to undertake jointly.

- 13.2 Six-monthly strategic engagement will be aligned to support New Zealand's participation in the PLF-MC (and vice versa for DFAT representation in New Zealand governance arrangements). Operational collaboration meetings between DFAT, the PLF and New Zealand agencies and programs will occur monthly through teleconferences and coordination of in-country visits where possible.
- 13.3 The Contractor will identify areas of duplication between New Zealand's Strengthening Pacific Partnership and PLF capacity building support, in order to increase efficiency, cost effectiveness and reduce unnecessary burden on Labour Sending Units. Opportunities include joint annual planning; joint RSE/SWP/PLS websites in sending countries; functionally linked sending country databases; research into socio-economic impact; harmonising reintegration support; and delivering English-language and other competencies to those in work ready pools.
- 13.4 The Contractor must provide secretariat services in support of Australian and New Zealand engagements as required by DFAT.

14. **DOMESTIC STAKEHOLDERS**

- 14.1 The Contractor, with direction from DFAT and input from DJSB where relevant, will periodically engage with stakeholders as required to support effective management and governance of the SWP and PLS.

DFAT's State and Territory Offices (STOs)

- 14.2 The Contractor will engage with STOs in developing and undertaking outreach in each State and Territory to build demand for Pacific labour mobility and proactively manage risks of displacement of Australian job seekers, particularly young and unemployed Australians. These consultations will also provide the basis for DFAT to provide direction to the Contractor ensure it does not compete with job-active employment services providers.

Approved employer associations

- 14.3 The Contractor will facilitate and support the operation of a PLS 'approved employers' association, and engage with the existing SWP 'approved employers' association, to ensure common issues relevant to the PLF's mandate are proactively identified and addressed. The PLF will participate in relevant Government and industry-led roundtables (such as the national 'labour and skills' roundtable; Northern Australia White Paper governance processes) and engage with unions as part of pre-departure and on-arrival recruitment processes.

Pacific Country High Commissions

- 14.4 The Contractor, supported by DFAT, will engage with Pacific High Commissions and Timor-Leste Embassy representatives and liaison officers in Australia to provide information updates, and support their engagement in site visits and support services to workers. This includes providing support to foreign dignitaries and officials on labour mobility related visits to Australia.

15. **DOMESTIC GOVERNANCE**

- 15.1 The PLF will also intersect with a range of domestic governance arrangements covering issues such as temporary migration, integrated visa reform, foreign worker

exploitation, employment forecasts, workplace relations, labour hire licencing and registration requirements. **Table 2** below provides an example of initiatives related to foreign worker exploitation, highlighting the need for DFAT and the Contractor to engage and/or be sensitive to domestic policy issues of relevance to Pacific labour mobility.

15.2 To manage risks and ensure current good practice, the Contractor will:

- (a) identify and develop partnerships to support national dialogue on managing the risks of worker exploitation, and enhancing compliance as well as support services workers;
- (b) communicate and act on (where possible) lessons from research and information from monitoring of the PLS and SWP;
- (c) participate in relevant forums and develop productive working relationships with industry groups, peak bodies, unions, the community sector and research institutions; and
- (d) support this engagement as required by DFAT.

Table 2 – Examples of Initiatives to Address Foreign Worker Exploitation

INITIATIVES	PURPOSE
Migrant Worker Taskforce	Identify further proposals for improvements in law, law enforcement and investigation, and other practical measures to more quickly identify and rectify any cases of migrant worker exploitation and slavery like conditions.
Modern Slavery Act (proposed)	Ensure Government procurements assess and report annually on issues such as business structure, operations and supply chains; potential modern slavery risks; actions taken to address risks.
Taskforce Cadena	Target criminals organising visa fraud, illegal work and the exploitation of foreign workers. It investigates illegal practices in temporary visa programs, including labour hire companies.
Black Economy Taskforce	Develop whole-of-government policy response to combat the 'black' (cash) economy in Australia.
Phoenix Taskforce	Combat illegal 'phoenix' activity, where a new company is created to continue the business of a company that has been deliberately liquidated to avoid paying its debts.
The Freedom Partnership – End Slavery Project	Focus on empowering survivors of exploitation and slavery and engaging community, business, and Government to recognise and act to end modern slavery in Australia.
Growcom's Fair Farm's Initiative	Supports growers with tools and information to implement employment practices that comply with workplace relation laws and industry standards, and focuses on vulnerable workers.

16. AUSTRALIA PACIFIC TRAINING COALITION (APTC)

16.1 The PLF and APTC contractor's will support formal coordination and strategic interaction through participation in their respective governance mechanisms (PLF-MC and APTC Board), and informally through strong partnerships with the APTC's Regional Head Office and Country Offices. The Contractor may be represented in country-level coordination mechanisms such as Joint Steering Committees to ensure close linkages with all relevant skills development initiatives in each country.

16.2 PLF and APTC coordination will focus on:

- (a) Matching employer demand in priority sectors and occupations with the required supply of skills and qualifications for 'away' track graduates, based on occupation-level data;
- (b) Skills assessment and recognition processes for PLS participants to ensure they meet Australian standards;
- (c) Delivery of soft skills training, add on skills training, and other briefing and training;
- (d) Facilitating recruitment missions from Australian employers to APTC campuses in the Pacific, and ensuring a focus on PLS countries; and
- (e) Coordination on research, monitoring and evaluation, particularly tracer studies of graduates who have participated in Australian's labour mobility schemes, Pacific labour market information systems, and monitoring and managing risks of 'brain drain' in the region.

17. **DEVELOPMENT PARTNERS**

17.1 As well as brokering linkages between APTC and its relevant graduates with Australian employers to facilitate an increase in the quality of workers and the relevance of their skills to the demands of employers, the Contractor will develop robust partnerships with other partners outside its scope of services to maximise the impact of increased labour mobility.

17.2 The Contractor will prioritise coordination with the following programs:

- (a) **Gender equality.** Working with partners such as Pacific Women Shaping Pacific Development (PWSPD) and Women's Leadership Initiative to improve female access in labour mobility schemes, identify barriers, and to monitor the social and economic impacts on men and women, families and children;
- (b) **Labour mobility capacity building.** Such as Boost in the Solomon Islands, Workforce Development Program in Timor-Leste, World Bank Pathways for Tongan Youth Employment, World Bank labour mobility team and the Development Policy Centre,
- (c) **Promotion and business uptake.** Working with partners such as Pacific Islands Trade and Invest (PT&I) and Pacific Connect to promote labour mobility and support trade and recruitment missions to PICs;
- (d) **Financial management and literacy.** Working with partners such as Pacific Financial Inclusion Program (PFIP), Send Money Pacific (SMP), and multilateral development banks to address upfront costs for workers, and improve their access to superannuation benefits;
- (e) **Skills development.** DFAT's bilateral skills programs such as the Skills Partnership in Vanuatu to identify, select and train a pipeline of workers ready for the PLS and SWP;
- (f) **Private sector development.** Working with partners such as the Pacific Horticulture and Agriculture Market Access (PHAMA) Plus program, Market Development Facility and other agri-business and entrepreneurship programs (e.g. Strongim Bisnis) for returning workers; and
- (g) **Research, monitoring and evaluation.** Working with partners such as the World Bank, Development Policy Centre, Pacific Research Program, and the Centre for Global Development in undertake independent research and baseline studies on labour mobility in the region.

18. AUSTRALIAN GOVERNMENT MANAGEMENT ARRANGEMENTS

DFAT

- 18.1 DFAT's Pacific Labour Mobility Section (Canberra) will manage the PLF Contract. DFAT will set the strategic and policy direction for the PLF, in consultation with its whole-of-government partners and the Contractor. The PLM Section will be responsible for formal coordination with DFAT's in-country posts, DFAT regional and bilateral programs, DFAT's state and territory offices and foreign governments. In-country governance arrangements and associated relationships will be the responsibility of DFAT Posts. DFAT (Canberra and Posts) will also play a role in seeking to use diplomatic influence to encourage partner governments to prioritise adequate resourcing for the management and implementation of increased labour mobility.
- 18.2 DFAT's primary responsibilities are:
- (a) **Oversight** of PLF and provision of advice to DFAT (Posts and management) and other Commonwealth agencies;
 - (b) **Approving** the Annual Plan/Report;
 - (c) **Monitoring**, reviewing and evaluating the performance of the Contractor and PLF, including but not limited to managing the QTAG;
 - (d) **Leading negotiation** of MOUs and IAs with partner countries; and
 - (e) **Advocating** the role and focus of the PLF with Australian and Pacific government agencies, donors and regional and Australian industry bodies.

Department of Jobs and Small Business (DJSB)

- 18.3 DJSB will continue to manage the SWP. Where DJSB elects to use PLF resources to support targeted aspects of SWP implementation, they will liaise closely with DFAT to ensure clarity of expectations and suitable progress towards agreed goals.

Department of Home Affairs (DHA)

- 18.4 DHA manages the PLS visa within the existing subclass 403 Temporary Activity (International Relations). DHA will support DFAT in assessing prospective PLS employers including against Temporary Activity Sponsorship requirements. Australia Border Force will conduct visa compliance, intelligence analysis and sponsor monitoring – within the scope of its powers – to mitigate the risks of illegal work, overstay and criminality.

Fair Work Ombudsman (FWO)

- 18.5 The FWO will work with DFAT and the Contractor to promote and monitor compliance with Australian workplace laws by employers recruiting staff through the PLS. Clear processes will be in place for engagement between the Contractor and FWO, respecting the legislated responsibility that the FWO has to investigate alleged breaches of the Fair Work Act.
- 18.6 The Contractor will facilitate communication between employers, employees and the FWO, using educational material developed by the FWO, and refer to the FWO any matters relating explicitly to employer responsibilities under the Fair Work Act. The Fair Work Ombudsman's existing role in relation to the SWP will continue.

PART C: OPERATIONAL MANAGEMENT

19. SERVICES PROVIDED BY THE CONTRACTOR

- 19.1 The Contractor will provide the Services in accordance with the terms and conditions of the Contract and in accordance with DFAT approved plans.
- 19.2 In providing all Services, the Contractor will ensure the principles of this Schedule 1 are adhered to.

- 19.3 The Contractor will be accountable for the management, performance and operation of the PLF. The Contractor's team will support DFAT to manage and exercise accountability for whole-of-government relations at both the federal and state levels.
- 19.4 The PLF Team Leader will work closely with DFAT's Labour Mobility Section and will hold primary accountability for engagement with employers, industry groups and other demand-side stakeholders as well as supply-side safeguards stakeholders including unions and Australian national and state regulators.
- 19.5 In addition to the Services outlined in this Schedule 1 to be undertaken, the Contractor will deliver the services s. 45 [REDACTED] and their *Indigenous Participation Plan* (shown as **Schedule 11** of this Contract).

20. **MOBILISATION, INCEPTION AND IMPLEMENTATION PHASES**

- 20.1 The Mobilisation Phase is the first month after the Contract Start Date (2– 30 October 2018), whilst the Inception Phase is between 2 October 2018 - 30 June 2019. The Implementation Phase is between 1 July 2019 until the Contract End Date. Implementation will be guided by the rolling Annual Planning process detailed in **Clause 52** of this Schedule 1.

21. **PERSONNEL**

- 21.1 The Contractor will:

- (a) Establish a strong leadership and management team that possesses the skills and experience to manage the PLF.
- (b) Provide appropriately competent, gender balanced and inclusive, human resources to ensure effective and efficient implementation of the PLF;
- (c) Be responsible for the administration of the recruitment process, process of managing the deployment, contracts, fees and conditions of these staff; and
- (d) Use a recruitment strategy and networks to ensure that the best possible candidates for positions apply.

- 21.2 The Contractor will ensure that:

- (a) All positions have up-to-date terms of reference;
- (b) Ensure all Adviser engagements and costs are managed in accordance with the current Adviser Remuneration Framework (found at <http://dfat.gov.au/about-us/publications/Pages/adviser-remuneration-framework.aspx>)
- (c) All personnel nominated and engaged by the Contractor are selected under fair and transparent, competency-based recruitment processes;
- (d) All personnel nominated and engaged are suitably qualified and experienced to deliver the PLF functions described in their terms of reference or position descriptions, and possess cultural awareness and sensitivity; and, a clear understanding and acceptance of their employment entitlements.
- (e) All their personnel behave ethically and appropriately at all times including ensuring all personnel are briefed on and comply with DFAT's policies on cross-cutting issues including gender, disability, fraud and anti-corruption, child protection and environmental and social safeguards;
- (f) All personnel are adequately managed for performance, including being assigned individually tailored Key Performance Indicators, having appropriate probation periods, having regular performance appraisals, and being subject to appropriate remedies and support for any identified performance issues; and

- (g) Performance appraisals with all long-term technical advisers / personnel are conducted at least annually in consultation with DFAT using the DFAT Adviser Performance Assessment template.
- 21.3 The Contractor must ensure all Advisors and Personnel undergo appropriate background security and referee checks, including police checks (for positions identified as working with children), to ensure they are appropriate and of good character. The Contractor is also to ensure that integrity systems and measures are also applied downstream to partners and sub-contractors in-country and that semi-regular integrity reviews/checks are undertaken on staff, partners and sub-contractors. All checks are the responsibility of the Contractor with the cost borne by the Contractor and must be undertaken prior to the finalisation of advisor or personnel appointments.
- 21.4 The Contractor will ensure all Personnel undergo ongoing formal training in the systems and procedures set out in the Operations Manual, and ensure that staff comply with the Contractor Operations Manual.
- 21.5 The Contractor will organise an orientation package for new staff and advisers. The Contractor will also organise ongoing information sessions for Program personnel regularly throughout the year on labour mobility issues, key skills, and to promote informal networking and contribute to team effectiveness.
- 21.6 The Contractor will conduct periodic reviews of the PLF organisational structure to assess the extent to which it is meeting the needs of the program and discuss proposed changes with DFAT. At a minimum, each Annual Plan will reflect the findings of the most recent review and recommended responses to lessons learned, particularly where opportunities to increase efficiency are identified.
- 21.7 The Contractor will provide Specified Personnel as outlined in **Table 3** below.

Table 3 – Specified Personnel

Position	ARF
Team Leader	D4
Deputy Team Leader	D3

22. OFFICE OPERATIONS

- 22.1 The Contractor will locate in Australia and as necessary in-sending countries, based on operational requirements and value for money considerations. Office locations and operations will be agreed with DFAT in writing.

23. FINANCIAL MANAGEMENT

- 23.1 The Contractor will establish and consistently use a financial management system and procedures required to enable these functions to be performed, including, at a minimum:
- (a) Financial acquittal procedures for all activities that enable reporting in a format and at a time acceptable to DFAT;
 - (b) Clear responsibilities of all parties in relation to financial management;
 - (c) Mechanisms and procedures to ensure the timely and efficient provision of funds to partners, and for monitoring their use;
 - (d) A program of financial and compliance audits of recipients of PLF funding, where appropriate;
 - (e) Fraud control procedures, including: a fraud control strategy, ensuring all personnel are aware of fraud reporting procedures and are actively encouraged to report suspected fraud through the appropriate channels, due diligence checks on downstream partners, providing fraud awareness training for all personnel;

- (f) An independent financial audit every two years and otherwise where DFAT has reasonable concerns regarding the Contractor's financial management systems; and
- (g) Provision of briefings, information and training for all relevant stakeholders in the application of the Contractor's financial management procedures and accounting, reporting and audit requirements.

24. RISK MANAGEMENT

- 24.1 The Contractor will comply with all DFAT policies and reporting requirements relating to the management of risks and safeguards. This will include developing and maintaining the Risk Register, as well as managing delivery of mitigation measures to reduce risks.
- 24.2 The Contractor will use the DFAT *Environmental and Social Safeguards Policy* and related guidelines to assess and manage five safeguards: (1) Environmental protection; (2) Children, vulnerable and disadvantaged groups; (3) Displacement and resettlement; (4) Indigenous peoples; and (5) Health and safety.
- 24.3 The Contractor will:
 - (a) Undertake ongoing environmental scanning to proactively identify emerging risks to the extent possible;
 - (b) Prepare and regularly update a PLF Risk Management Plan;
 - (c) Implement risk mitigation actions in a timely manner;
 - (d) Keep DFAT regularly informed of any risk escalation or emerging risks;
 - (e) Request any support that may be required from DFAT or other GOA agencies to help manage / mitigate these risks; and,
 - (f) Immediately notify the appropriate authorities and DFAT of all events or issues that might involve child protection safeguards.

25. PROGRAM MANAGEMENT

- 25.1 The Contractor will deliver effective program management functions to the satisfaction of DFAT. The Contractor will:
 - (a) Establish a strong leadership and management team that have previous experience in successfully leading and managing complex multi-country programs and has the appropriate mix of skills, including:
 - (i) Labour mobility related systems strengthening, institutional strengthening and capacity building;
 - (i) Skills assessments and training;
 - (ii) Migration services;
 - (iii) Employment, workplace relations and legal services;
 - (iv) Worker support services;
 - (v) Economic and labour market analysis;
 - (vi) Private sector development, financial sector and remittance advice;
 - (vii) Political economy analysis / thinking and working politically;
 - (viii) Social inclusion expertise (gender and disability);
 - (ix) Performance, monitoring, evaluation, research and learning;
 - (x) Strategic communications, public affairs and public diplomacy advice; and

- (xi) Project and contract, finance, risk, procurement, recruitment, information management and reporting.
 - (b) Implement transparent quality management and administrative systems and processes that ensure:
 - (i) Achievement of PLF EOPOs; and
 - (ii) Responsive and flexible program delivery, based on ongoing assessment of needs, continuous learning and innovation.
- 25.2 The Contractor will provide all corporate functions necessary for good practice program management including but not limited to record keeping, human resources, quality assurance, child protection, anti-corruption and anti-fraud compliance, information and knowledge management, anti-discrimination, bullying and harassment policies, WHS, security and financial management. These will be detailed in the Contractor's Operations Manual as detailed in **Clause 47** of this Schedule 1.

26. SECRETARIAT SERVICES

- 26.1 The Contractor will provide secretariat services for the following meetings:
- (a) Pacific Labour Mobility Inter-Departmental Committee Meeting (PLM-IDC);
 - (b) Pacific Labour Mobility Annual Meeting (PLMAM);
 - (c) Pacific Labour Mobility National Advisory Meeting (PLM-NAG);
 - (d) PLF Coordinating Committee Meeting;
 - (e) Bilateral country dialogues and/o bilateral governance mechanisms;
 - (f) Australia-New Zealand engagement;
 - (g) Bi-monthly teleconference updates between the Contractor, PLM and Post; and
 - (h) Any other meetings at the request of DFAT.
- 26.2 The Contractor will provide the following secretariat services:
- (a) Support annual work plans and keep an overview of progress towards the plans;
 - (b) Draft agendas in consultation with chair;
 - (c) Distribute clear and concise meeting papers at least 10 working days (where possible) before each meeting;
 - (d) Produce and disseminate accurate minutes to meeting participants to agreed standards and timeframes (within 10 working days);
 - (e) Manage all administrative tasks including arrange venues, catering, equipment, travel and accommodation for meeting attendees
 - (f) Regular consultation and communication with stakeholders as required; and
 - (g) Any other support as required by the meeting chair.

27. MEETINGS

- 27.1 The Team Leader and others from the Contractor's team as requested by DFAT will attend a range of program meetings with DFAT during implementation to review or discuss this Contract.

PART D: PROGRAM MANAGEMENT

28. CONTRACTOR FUNCTIONS

- 28.1 The Contractor will undertake Services that fulfil three core functions, designed to complement the regulatory and security functions of other Australian agencies, especially DJSB, DHA and FWO to ensure efficient and effective, whole-of-

government support to the Pacific labour mobility system. These are detailed in **Table 4** of this Schedule 1 and include:

- (a) Provide support services for the implementation of circular labour mobility arrangements, including the PLS and the SWP, in partnership with APTC. Examples of activities include:
 - (i) Roll-out and implementation of the PLS;
 - (ii) Targeted support to DJSB in implementing SWP;
 - (iii) Supporting labour sending arrangements to recruit and prepare workers for placements in Australia;
 - (iv) Promoting the participation of Australian employers in SWP and PLS;
 - (v) Support the re-establishment and development of a formally-brokered partnership with an Approved Employer (AE) Association, promoting a common set of expectations for employers to allow timely feedback from employers to the Program.
 - (vi) Supporting and facilitating the delivery of training;
 - (vii) Monitoring and reporting on progress; and
 - (viii) Providing support services to workers, including prior to departure, while in Australia and on the return home.
- (b) Provide a focal point for Pacific labour mobility innovation, research and analysis. Examples of activities include:
 - (i) Supporting research and analysis regarding the social and economic impacts of circular labour mobility to improve policy and program outcomes;
 - (ii) Developing information management systems to facilitate DFAT and whole of government administration of circular labour mobility programs;
 - (iii) Providing information about the effectiveness, progress and impact of Pacific labour mobility and developing monitoring, evaluation and learning systems;
 - (iv) Developing a communication strategy focussed on promoting the benefits and achievements of Pacific labour mobility to Australia; and
 - (v) Provide an initial Private Sector Feasibility Concept Paper (refer to **Clause 59** of this Schedule) to identify the long-term functions and incentives for all key actors, including AEs in a sustainable labour market system.

Table 4 – Contractor Functions

Functions undertaken by the PLF	General support to labour mobility	Support to PLS	Support to SWP
1. Program implementation support services			
Industry/employer engagement – <i>promoting the PLS & SWP among potential employers and supporting employers to participate in the Pacific labour market system.</i>	-	Yes	In part, DJSB function
LSU performance – <i>strengthening partner Pacific government agency performance of immigration, skills and health check functions in the Pacific labour market system.</i>	-	Yes	Yes

Recruitment – facilitating timely recruitment systems that respond to Australian employer needs, minimise transaction costs, and eliminate fraud.	-	Yes	In part, supporting DJSB & DHA
Worker support services – facilitating provision of a range of pre-departure training and support services to workers in the Pacific labour market system, including briefings, provision of support services and supporting re-integration.	-	Yes	In part, supporting DJSB & DHA
Skills development – facilitating skills assessment/ recognition and APTC linkages (linking TVET graduates with Australian employers to support recruitment) and provision of add-on-skills training for workers.	-	Yes	Yes, DJSB function moves to PLF
Employer/employee relationship – monitoring & facilitating effective relationships among Pacific labour market system actors.	-	Yes	No
2. Pacific labour mobility innovation, research and analysis			
Research & analysis – undertaking research and evaluative studies of the Pacific labour market system to inform policy and program management decisions.	Yes	Yes	Yes, supporting DHA/DJSB/FWO
Communications and public affairs – communications capabilities to generate written and multimedia content and the ability to implement communications strategy to promote and inform the Pacific labour market system	Yes	Yes	In part, supporting core DJSB functions
Information management – using information management systems to inform Pacific labour market system actors & ensure DFAT & DJSD have required data.	Yes	Yes	Yes
3. Program and facility management			
Program management – providing robust financial and risk management, and effective operations to deliver PLF.	-	Yes	No, DJSB function

29. EMPLOYER ENGAGEMENT

- 29.1 The Contractor will take a proactive approach to promoting the PLS among potential employers in order to create and expand a pool of quality, approved employers.
- 29.2 The Contractor will promote the PLS to potential employers primarily through direct, face-to-face engagement with industry, and existing and potential new approved employers, in regional and rural locations. The Contractor will also use social and traditional media to promote the opportunity to employ Pacific workers and will share positive stories from existing employers, who will be a key resource in building private sector and community interest in and support for the program.
- 29.3 For the PLS, the Contractor will support a resource intensive process to assess potential employers, including whole-of-Government integrity checks. The Contractor will negotiate and manage Approved Employer agreements, however, DFAT will formally approve all employers for participating in the scheme. The PLS employer application process will encourage an initial self-assessment and then a close working relationship between the Contractor and prospective employers to ensure the formal assessment process and contractual arrangements are managed and negotiated smoothly.

- 29.4 Key Contractor considerations through these processes will be:
- (a) Employers have a strong and functional understanding of Australian workplace conditions, workers' rights and safety, and Pacific workers will enjoy the same rights and entitlements as Australian workers; and
 - (b) Employers have an appreciation of the Australian aid program's commitment to gender equality and social inclusion.
- 29.5 Through the assessment and negotiation phases, the Contractor will look for opportunities to draw on existing employers and their experience, potentially through a 'network' or 'working group' arrangement. By the time an employer is engaged in the PLS, the Contractor will have established a close relationship that will be the basis of ongoing, regular contact and identification of issues.
- 29.6 For the SWP, DJSB retains the lead role in supporting employers to participate in the program and vetting and approving employers. However, the Contractor may play a supporting role in promoting SWP among potential employers.

30. **AUSTRALIAN JOB SEEKERS FIRST**

- 30.1 The PLS and SWP operate in the context of an Australian Government commitment to prioritise increasing the workforce participation of local workers in rural and regional parts of Australia and to address youth unemployment. Accordingly, workers will only be deployed under the PLS and SWP where there is a demonstrated lack of availability of Australian workers.
- 30.2 The Contractor will ensure all employers provide evidence they have undertaken a local labour market test prior to recruiting workers under the PLS. This evidence will include proof the role was advertised on the Australian Government's *jobactive* website, or another medium that covers a local population base for a minimum of two weeks and no suitable Australian candidate could be found to fill the role. Employers will be required to repeat the labour market test requirements if they wish to employ additional PLS workers, or promote existing PLS workers. Recruitment practices and job vacancies must satisfy Australian equal opportunity and non-discrimination laws.
- 30.3 Where there are sensitivities to utilising the PLS in certain regions or industries, including the incidence of high youth unemployment, DFAT will undertake consultations with Commonwealth agencies, State/Territory and Local Governments, and affected communities to help determine the appropriateness of using the PLS in that location and/or industry.

31. **CAPACITY BUILDING**

- 31.1 The Contractor will enhance and expand on work undertaken to-date to build the capacity and performance of Labour Sending Units (LSU) and wider ministries (as well as non-government actors such as labour agents) to perform their roles in the labour migration process. This will support the operation of both PLS and SWP. The Contractor will also complement work undertaken by DFAT bilateral programs, such as the Workforce Development Program in Timor-Leste and Solomon Islands Boost.
- 31.2 The Contractor will continue to address, to different extents, in different countries, challenges such as:
- (a) Staff turnover;
 - (b) Labour mobility activities being split across or shifted between ministries;
 - (c) Limited engagement of or resourcing by sending country governments;
 - (d) Technology challenges ; and
 - (e) Integrity measures to combat fraud and corruption.

32. RECRUITMENT OF WORKERS

- 32.1 The Contractor will support sending countries to develop processes for worker recruitment that respond to employer needs, are linked to national development objectives and workforce plans, and minimise opportunities for unscrupulous behaviour.
- 32.2 The Contractor will recognise partner governments' preferred structure of recruitment systems, and how these will need to evolve, including through increased engagement of the private sector, as the SWP continues to steadily grow and the PLS develops.
- 32.3 The Contractor will also work with Pacific countries and stakeholders to develop fit-for-purpose and sustainable recruitment methods.
- 32.4 The Contractor will also provide capacity building assistance and support the design and implementation of appropriate systems and processes at each step of the recruitment process:
- (a) *Anticipate short and long-term recruitment needs:* LSUs have to-date been recruiting to the work ready pool based on largely a perception of need, information obtained during marketing visits to Australia and past and immediate employer requests. The Contractor will provide a steady flow of labour market information on future need, or encourage the direct involvement of employers in identifying and communicating their needs (including hard and soft skills) in advance.
 - (b) *Strengthen systems for registration, screening and selection:* To provide a supply of suitable workers and build employer confidence, the Contractor must ensure systems are relevant, robust and transparent. This includes processes for testing soft skills, and where relevant fitness testing and English language testing, on the basis of which worker profiles can be created and shared with employers. Employers may take an active role in selection, either travelling to countries or using video conferencing to undertake face-to-face interviews. In countries where primary or secondary recruitment is carried out by non-government actors (e.g. agents), the PLF will continue to support strengthening of the regulatory and monitoring arrangements.
 - (c) *Identify a pipeline of quality workers:* The Contractor will support countries to identify and develop pipelines of appropriately trained workers for the PLS, such as through APTC's labour mobility track. There are other existing programs such as the SPC-run Youth@Work that could provide a pipeline of young people who have demonstrated their capacity and readiness for work. The Contractor will play an active role in brokering relevant relationships, as well as working with LSUs to develop and implement pro-poor recruitment strategies that specifically focus on people from remote communities, with a focus on disability and women.
 - (d) *Worker readiness:* Considerable work is underway, through LMAP and NAWPP Pastoral Care Services, to prepare workers for eventual recruitment, and through pre-departure briefing. The Contractor will continue to support work readiness preparation, including potentially for example English language training, soft skills and communication, team work, work ethic, as well as interview skills training.
 - (e) *Migration assistance:* The Contractor must provide assistance for workers to navigate visa and related migration requirements and work closely with appointed visa agents (where employers may have choose to use one) to ensure the prompt preparation of visas.
 - (f) *Advance facility:* The Contractor will also finance upfront costs to assist PLS workers to cover the costs of arrival in Australia (such as access to mobiles and appropriate clothing for work), with arrangements in place to recover these costs

within the first six months of the worker's employment in Australia. This builds on the arrangements piloted under the NAWPP.

- (g) *Recruitment feedback mechanism:* The Contractor will support employers to articulate and communicate their needs, both in terms of hard (e.g. vocational certification) and soft skills (e.g. work ethic, communication, punctuality, problem solving, team work, etc.), as well as create a feedback channel on the strength of recruitment, demonstrated by the suitability of the worker.

32.5 As part of its employer engagement function, the Contractor will facilitate employer recruitment missions to sending countries where this fits within the needs of the participating country and the employer.

33. HEALTH, SAFETY AND WELFARE OF WORKERS

33.1 The Contractor will ensure the health, safety and welfare of workers under the PLS and SWP is a high priority for approved employers and for the PLF, particularly for those who may face specific vulnerabilities, including women and people with disability. Contractor's approach to these matters will involve:

- (a) *Access to justice.* Ensuring that interim visa arrangements are available for the purpose of legal or administrative proceedings in cases where workers claim to have been exploited or wrongly dismissed (to prevent them being deported due to the cancellation of their employment-linked visa) and, in cases of proven exploitation, facilitating a shift to another employer.
- (b) *Information and transparency.* Maximising the availability of information for workers, including clear and authoritative sources of advice, and maximising the transparency of processes such as worker recruitment.
- (c) *Focus on quality of employers.* An emphasis on support services to workers and systematic attention to health, safety and wellbeing of staff.
- (d) *Minimising worker indebtedness.* In particular by supporting new temporary workers with financial literacy and information about saving and remittances as well as proactively mitigating against fraudulent practises that see workers paying illegitimate 'fees' to unscrupulous agents, officials or employers. The Contractor will work with DFAT to develop a strategy to reduce the cost of transferring remittances.
- (e) *Worker support services.* This will include facilitating access to financial services (such as banks, digital financial service providers and information about the lowest cost of remitting funds to their Pacific homes), churches and local community-based organisations, unions, the Fair Work Ombudsman, clear grievance procedures, and a supportive local community.

34. SUPPORT SERVICES FOR WORKERS

34.1 The Contractor will provide a number of services to support workers' transition into Australian working and community environments, to ensure their wellbeing throughout, and to maximise the benefit workers gain ('support services'). These support services will support both PLS and SWP to varying extents. The services implementation will be based on the following principles:

- (a) *Information empowers.* The Contractor will provide relevant, reliable, accessible and culturally appropriate information that will help ensure workers know their rights, have access to the services available, and are able to access appropriate recourse, if needed. To this end, information briefings will be provided on an ongoing basis in addition to more formal sessions such as pre-departure briefings. Contractor will give careful consideration to the information provided in pre-departure briefings in particular, to facilitate the involvement of the families of departing workers. Contractor will establish a single authoritative source of advice through a 24-hour advice line.

- (b) *Responsibility is shared.* Responsibility for worker welfare and provision of worker support services will be shared among the worker themselves, fellow workers, employers, local communities and the Contractor, among others.
- (c) *Worker needs and service levels will vary over time.* The Contractor will adjust the trajectory of worker support service provision over time to incorporate worker feedback and lessons learned.
- (d) *Equity and inclusion are vital.* The Contractor will ensure that worker support services account for the different needs of women and men, and of people with a disability.
- (e) *The role of employers will vary somewhat according to circumstances.* In particular, the role employers play in responding to medical incidents, and in the provision of accommodation, will be greater for employers located in remote locations.

34.2 The primary worker support services required and examples of the types of activities required to provide support service are summarised in **Table 5** of this Schedule 1. This allocates responsibility for those support services to the Contractor and others. It also indicates the applicability of the stated arrangements to the PLS and the SWP.

34.3 The Contractor may sub-contract community organisations and other organisations to deliver on worker support services where relevant.

Table 5 – Worker support services and allocation of responsibility under PLS and SWP

Support	Examples	Responsibility	
		PLS	SWP
Self-care	<ul style="list-style-type: none"> ▪ Looking after personal health and hygiene ▪ Maintaining contact with family ▪ Occupational health and safety ▪ Engaging in healthy social interaction 	Worker	Worker
Personal guidance and oversight	<ul style="list-style-type: none"> ▪ Advice on where to seek support ▪ Avenue for asking questions 	Cohort team leader + Experienced workers	Cohort team leader + Experienced workers
Pre-departure briefing	<ul style="list-style-type: none"> ▪ Pay and workplace issues ▪ Logistics and travel ▪ Support services, health, insurance, safety ▪ Living in Australia, including laws ▪ Budgets, goal-setting, saving plans with family 	PLF and LSU	PLF and LSU
On-arrival briefing – living and working in Australia	<ul style="list-style-type: none"> ▪ Living in Australia ▪ Visa conditions ▪ Pay and workplace issues ▪ Accessing banking & remittance services ▪ Living in the local community (local transport options, church, sporting club etc.) ▪ Accessing health and emergency services ▪ Grievance procedures, incl. role of unions and Fair Work Ombudsman (FWO) 	PLF supported by government agencies (DHA, FWO), unions	Employer supported by government agencies (DJSB, DHA, FWO), unions
Workplace orientation	<ul style="list-style-type: none"> ▪ As per employers orientation/new employee engagement policies and procedures ▪ Occupational health and safety 	Employer	Employer
Accommodation assistance	<ul style="list-style-type: none"> ▪ Pre-arrange temporary accommodation (up to 3 months) ▪ Securing long-term accommodation ▪ Utilities connection (education + cash assist.) ▪ Rent (education and cash assistance) ▪ Property obligations 	PLF (in consultation with the employer)	Employer
Support services	<ul style="list-style-type: none"> ▪ Local area orientation ▪ Fellowship ▪ Personal guidance (e.g. homesickness) ▪ Advice on where and how to seek support 	Diaspora/local communities (introductions facilitated by PLF)	Employer
Incident management	<ul style="list-style-type: none"> ▪ Urgent assistance (e.g. to see a doctor) ▪ Death of worker ▪ Serious illness/injury 	Employer/PLF	Employer/DJSB

Support	Examples	Responsibility	
		PLS	SWP
Site/educational visits (with DHA/ FWO)	<ul style="list-style-type: none"> Revisiting topics covered in earlier briefings Answering questions 	PLF	DJSB
Site visits by Liaison Officers	<ul style="list-style-type: none"> Consular and welfare visits 	Partner governments (with PLF)	Partner governments (in consultation with DJSB)
24 hour advice line (i.e. primary forum for trusted and authoritative advice)	<ul style="list-style-type: none"> Advice on pay, superannuation + remittances Advice on living in Australia Advice on immigration law Avenue for grievance complaints Referral to other services 	PLF	PLF
Preparation for return	<ul style="list-style-type: none"> Support to access superannuation Goal-setting and planning Dealing with reintegration Up-skilling 	PLF	PLF
Return	<ul style="list-style-type: none"> Post-return event (recognise achievement) Follow-up to offer encouragement re: goals, planning, wellbeing 	PLF (in consultation with DFAT and LSU)	PLF (in consultation with DFAT and LSU)

35. SKILLS ASSESSMENT AND DEVELOPMENT

- 35.1 The Contractor, working closely with Australian employers, relevant Australia assessment authorities and skills assessment entities such as the APTC and Pacific island country TVET training providers to support well-defined, country-based skills assessment processes in place to ensure workers have skills (qualifications and experience) equivalent to the Australian standard. A well-defined, quality-assured skills assessment process must also address the need for skills assessment for workers in industry areas with specific standards and regulations, for example, health care and social assistance industry.
- 35.2 The Contractor will facilitate a robust skills assessment process which will be crucial to employer confidence that country based job-ready pools of potential PLS workers provide a sound basis for recruitment. The skills assessment process itself will need flexibility. Not all employers see the need for formal skills assessment and recognition for PLS workers as they may be more concerned about the aptitude and attitude required to do the job rather than any formal skills assessment under the auspices of a qualifications authority. Formal qualifications are also not invariably necessary for every business and some employers prefer to train their own workers in specific operating standards, procedures and enterprise requirements.
- 35.3 Flexibility in skills assessment processes during the recruitment process will help overcome some of the challenges potential PLS workers face in gaining access to the 'work ready pool' as a result of, for instance, low educational attainment rates. The Contractor will consider assessments where applicants can provide oral evidence together with technical assessments where applicants can demonstrate skills. Flexible skills assessment, skills assessment conducted in community and rural settings, and skills assessment conducted outside business hours are all options for increasing participation by people disadvantaged by gender, disability and geography.
- 35.4 The Contractor will develop new arrangements for add-on skills training for the PLS and SWP in 2018 in line with the DJSB Review on add-on skills training (2016) recommendations. These arrangements will be based on a Needs Analysis commissioned by DFAT in 2018. Training arrangements will include, but not limited to:
- (a) *Pre-employment skills.* As part of the pre-departure (and ongoing) briefings provided to workers, the Contractor may provide limited training in work-related skills such as Australian driving rules and regulations, Australian occupational health and safety, and first aid training. The Contractor will also provide training

in financial literacy, including topics such as personal finance, setting goals for saving and remitting funds. As with the English language framework, financial literacy training needs to be delivered within a numeracy framework that builds both generic and specific numeracy skills.

- (b) *Industry-specific skills.* The Contractor will encourage and support employers to provide training specifically related to the work carried out, especially where these skills are highly relevant to economic opportunities upon return to workers' home countries. This may be carried out before or during employment, and may include skills such as forklift driving, responsible service of alcohol, equipment handling.
- (c) *Soft skills.* The Contractor will develop skills training programs that embed soft skills with delivery of technical skills that workers too are known to support a better transition from training to employment.
- (D) *Reintegration skills.* The Contractor will provide targeted assistance to use their savings and skills for productive activities as one way to maximise the benefit gained by workers and their families and communities on their return home. This support will commence before workers depart Australia, with training focused on helping them to set goals and identify opportunities for employment or self-employment. Delivery of targeted skills training when workers return home that leverages the skills gained in Australia is another opportunity to benefit them during re-integration.

36. **EMPLOYER AND WORKER RELATIONSHIP MANAGEMENT**

- 36.1 DJSB will continue to hold responsibility for management of relationships with employers and workers under the SWP.
- 36.2 The Contractor's monitoring role for the PLS will not involve a 'compliance' aspect. At all times the Contractor's role will be distinctly separate from the role of the Fair Work Ombudsman and the Australian Border Force in investigating alleged breaches of the Fair Work and Migration Acts. Rather, the focus of the Contractor will be on building connections and maintaining positive relationships, and using those to function as an early warning system, including raising any issues that require further investigation by the Government agencies.
- 36.3 The Contractor's team will visit and engage effectively with PLS employers and workers, wherever they are located in Australia. A regular program of structured visits to PLS work sites will be a feature of the PLF, through which Contractor team members will monitor worker participation through observation and informal but targeted interaction with employers and workers. These visits will be used to identify examples of best practise and case studies for learning and communication purposes. The Contractor's role in monitoring will also ensure the team has its 'finger on the pulse' and will pick up early signs of issues with workers and employers, their participation and their satisfaction. Through strong relationships with employers and workers, the Contractor will ensure early identification of issues and a commitment to resolve any issues quickly and satisfactorily.
- 36.4 The Contractor team will maintain close relationships with unions and industry and employer groups and have early discussions, if and when potential issues or concerns are identified. Through monitoring visits, the Contractor will also develop and maintain contact with churches, community groups, service clubs, business chambers and diaspora, and monitor the extent to which workers are making connections with such groups during the period of their work in Australia. Through this, the Contractor will monitor issues of gender equality and social inclusion, as they relate to the broader community – in particular, to find out early about any misunderstandings about social interaction in Australia that might require education.

37. MONITORING, EVALUATION, RESEARCH AND LEARNING

37.1 In providing MERL services the Contractor will:

- (a) Engage specialists to provide high-quality evaluation (data collection design, analysis and reporting) capacity;
- (b) Prepare a MERL Strategy;
- (c) Further develop and update, as necessary, the program-level theory of change;
- (d) Conduct ongoing M&E of the program to ensure progress can be tracked and results evaluated, including the collection and analysis of information to help answer the key evaluation questions (KEQs):
 - (i) Provide technical support to governance and management processes to promote use of M&E information in learning and decision making processes;
 - (i) Establish, maintain and update as required, a PLF Management Information System that can generate timely and useful reports for DFAT and other bodies as required;
 - (ii) Develop and use knowledge products and high quality communication materials;
 - (iii) Ensure staff members have MERL skills necessary to design and implement the MERL system, including design of MERL activities, MERL processes and MERL tools;
 - (iv) Define and implement appropriate staff incentive regimes to support effective MERL and its use in decision-making;
 - (v) Analyse data and complete six-monthly reporting (as well as exception reporting) in line with DFAT requirements;
 - (vi) Collaborate with all external evaluation/review and research processes as required; and
 - (vii) Routinely engage with DFAT and other key stakeholders / partners to review and discuss performance information and risks.

37.2 The Contractor's MERL system will be lean, efficient and fit-for-purpose, align with DFAT and international standards, inclusive, responsive and conducted in partnership, support national processes and involving partners in analysis and findings. The MERL will be reviewed at least annually by the Contractor, and be adapted as required by changes in context, as well as in response to any assessment findings.

38. RESEARCH AND EVALUATIVE STUDIES

38.1 The Contractor will plan and coordinate research activities and evaluative studies to build evidence of the social and economic impacts of seasonal and longer-term labour migration from the Pacific.

38.2 Building on any existing research and evidence base, research and study outputs will largely be delivered by the stakeholder for example, implemented under independent research initiatives such as through the World Bank, the Pacific Research Program or the NZ Institute for Pacific Research, as agreed in advance by DFAT, Lessons learned and information from these studies will be used as a shared evidence base to inform policy dialogue and system management. Corrective action identified in response to research and evaluative study findings will be discussed with DFAT and other partners as part of the PLF governance arrangements.

38.3 PLF research and evaluative studies will explore:

- (a) The drivers, constraints and transaction costs affecting the efficiency and effectiveness of the Pacific labour mobility system;
- (b) Sending country socio-economic, gender, inclusive development, and industry sector impacts;
- (c) Benefits and costs for Australian employers;
- (d) Root causes of barriers to gender inequality in both labour sending countries and in targeted employment sectors and how these barriers could be addressed in practical ways;
- (e) Risks and unintended consequences for both workers and employers;
- (f) The integrity of labour supply systems and institutional reform to optimise system performance;
- (g) Remittance systems and related transaction and opportunity costs;
- (h) Worker reintegration;
- (i) People to people links and regional economic integration;
- (j) Bilateral governance of Pacific labour supply;
- (k) Value for money of PLS approach and options for private sector take up of PLS; and
- (l) Receiving community and industry sector impacts.

38.4 Planned research will be presented in the Contractor's Annual Plans and approved by DFAT to ensure relevance and value for money. Research will inform Australia policy-making and help to build understanding of the impacts of labour mobility amongst sending and receiving country stakeholders: workers, families, communities, employers, industry groups and governments. Each research or evaluative study plan from the Contractor must also include a plan for communicating findings.

38.5 *Pacific Labour Mobility Research Symposium*. The Contractor must support Pacific Labour Mobility Research Symposium to provide an opportunity for key stakeholders from within and outside of government to engage in the PLF's work, share experiences and promote local solutions.

39. **COMMUNICATIONS AND PUBLIC DIPLOMACY**

39.1 DJSB will continue to hold responsibility for communications and public affairs with regard to SWP.

39.2 The Contractor will ensure, in discussion with DFAT, suitable communication products are regularly produced in order to:

- (a) Communicate learning and good practice examples to DFAT Posts, other relevant Australian government agencies, employers, and partner governments;
- (b) Share relevant technical information pertinent to labour mobility to partners as appropriate (which could, for instance, be based on targeted research related to the socio-economic impacts of labour mobility); and
- (c) Provide evidence-based input to briefs, speeches and reports.

39.3 The Contractor will work in close collaboration with DFAT (and in consultation with DJSB) to develop content and actively identify new opportunities to achieve communication goals addressing both the demand side and supply side actors in the Pacific labour mobility system. This will include innovative approaches to promote PLS opportunities for women, people with disabilities and those from remote communities.

- 39.4 The Contractor will support DFAT briefing and reporting needs. The Contractor will also work with LSUs to build their communication campaign and marketing skills. The support will include assisting with the arrangements for awareness-raising and promotional roadshows, and development of marketing collateral.
- 39.5 The Contractor will identify opportunities for public diplomacy. Public diplomacy opportunities may include participating in public events linked to program or policy developments that have been supported by Australian aid investments - such as launches at Posts by Ministers or HOMs, ministerial visits, and stories or photos being provided for publication. Case studies drawn from monitoring and evaluation reporting can highlight aid achievements. In addition, carefully managed social media activity—Facebook posts; shared articles on relevant topics; tweets and use of Twitter hashtags; and retweets from stakeholders and partners—can amplify public awareness and engagement with the aid program.

40. **MANAGEMENT INFORMATION SYSTEMS**

- 40.1 The Contractor will develop or implement existing good practice Management Information Systems (MIS) to facilitate analysis and dissemination of Pacific Labour market systems data by DFAT and other key stakeholders. The purpose of the Management Information System is to:
- (a) Facilitate the administration of the PLS;
 - (b) Provide accurate and up-to-date data for DFAT's and DJSB's reporting purposes;
 - (c) Provide information to stakeholders about the effectiveness, progress and impact of Australia's Pacific labour mobility programs more broadly; and
 - (d) Provide LSUs, Australian and Pacific partners and research institutions with interactive platforms for real time tracking of workers' journeys from recruitment to reintegration.
- 40.2 The systems established by the Contractor will be tailored to the information needs of each user group (Australian Government, LSUs, and approved employers), as well as consider the diverse contexts (e.g. user capacity and local connectivity), development context (e.g. appropriate 'Offline First' user interface), data ownership, privacy and commercial confidentiality (for both workers and employers) and asset ownership, operation and maintenance. Where appropriate to do so, the Contractor will introduce new technology for data collection (e.g. mobile data platforms) and information entry points (e.g. closed Facebook alumni groups) as appropriate.
- 40.3 Information management by the Contractor will be undertaken at two levels:
- (a) Operational (in labour sending countries) and
 - (b) Management (for the PLF).

Operational Level

- 40.4 Labour Sending Units currently manage significant data flows for both the Australian and New Zealand labour mobility programs. The Contractor will build on the work of LMAP in reviewing and considering options for data management in sending countries, including working with the New Zealand Government to ensure data management is complementary with New Zealand's database, while at the same time engendering local ownership by working with country-level databases, and recognising the technological and connectivity challenges faced by Pacific countries. Operational level information management systems implemented by the Contractor will support:
- (a) Improved Work Ready Pool management by LSUs (and non-government agents) through establishment of worker criteria and profiles;
 - (b) Improved worker selection by LSUs (and potentially employers) through timely

and consistent information on employer satisfaction;

- (c) Streamlined visa application and submission process as a 'value proposition' for LSUs, encouraging usage;
- (d) Early identification of potential socio-economic impacts to inform mitigation actions, and sharing lessons learned and good practice responses; and
- (e) Country-level reporting in relation to Work Ready Pools, worker mobilisations, and returned workers.

Management level

- 40.5 Management level information management systems implemented by the Contractor will support:
- (a) Centralised collection and management of information about Pacific labour mobility, including longitudinal information tracking to understand impact in sending country and Australia;
 - (b) Active communication with and enhanced information flow between stakeholders to inform national and regional policy dialogue and development; and
 - (c) Complementarity with other Australian Government (e.g. DJSB and HA) systems for their own internal management workflows around the SWP and New Zealand Government for the RSE.
- 40.6 The Contractor must deliver and use an MIS that complies with the Australian Government Protective Security Policy Framework (PSPF) and Information Security Manual (ISM). DFAT requires the system to meet the security standards required for handling of information up to the level of Sensitive: Personal/For Official Use Only. The current standards are at:
- https://www.asd.gov.au/publications/Information_Security_Manual_2017_Controls.pdf
- 40.7 The Contractor must novate any contracts DFAT holds on labour mobility market research, communications strategy and content development. The Contractor will be provided with these details during the Inception Phase.

41. **GENDER**

- 41.1 The Contractor will proactively pursue women's economic empowerment and gender equality through careful consideration of the gender dimensions of women and men as participants or potential participants in circular labour mobility. One area of focus particularly for seasonal workers is the consequences for women and men left behind when others in families and communities participate in circular labour mobility schemes; and disaggregating the development impacts for women and men.

Women and men as participants or potential participants in a Pacific labour market system

- 41.2 Using information from recent studies and monitoring, research and evaluative studies it conducts, the Contractor will actively work to increase women's participation in the Pacific labour market system.
- 41.3 In sending countries, this is anticipated to include:
- (a) high-level dialogue with government on policies and practices
 - (b) researching why more men than women decide to engage in temporary labour migration
 - (c) identifying what the root causes of gender inequality in labour schemes are in each labour sending country
 - (d) seeking opportunities and mechanisms for women who return from seasonal and longer-term work in Australia to act as role models and advocates to

encourage other women to participate.

(e) Trailing approaches to increase women's participation in the PLS.

41.4 In Australia, the Contractor will work to increase women's participation by:

- (a) exploring why agricultural employment favours men
- (b) identifying the root causes of barriers to gender equality in each employment sector
- (c) researching why women earn less than men in some sectors engaged in the Pacific labour market system
- (d) training, mentoring and ongoing support for Australian employers, LSUs, agents and others key to selection and recruitment processes to raise awareness of the importance and benefits of women's increased participation, and to develop and implement strategies to increase their participation.

41.5 The Contractor will identify sectors, locations and job families where there is an overlap between unmet domestic demand for workers and realistic opportunities for Pacific women. In those identified areas of opportunity PLF will promote recruitment of women Pacific workers among employers; ensure training opportunities in Australia are accessible, attractive and useful to women; and raise awareness of, and develop and implement strategies to address any vulnerabilities that women workers may face. The LMAP Women in Agriculture pilot will be extended so lessons can be evaluated, reported, communicated and used to develop strategies for enhanced women's participation. Lessons on barriers to women's participation from the World Bank SWP analysis will be communicated to employers and industry groups so it can be used to inform operations.

41.6 There are consequences for women and men left behind when others in families and communities participate in circular labour mobility schemes. Recognising women bear a significant burden of household and community labour when either men or other women in their families mobilise to work overseas, the Contractor will seek ways to extend support to families and communities left behind. This are anticipated to include:

- (a) Trialling ways to involve whole families in financial planning, goal setting and skills building at pre-departure and reintegration (e.g. linking to existing PFIP activities)
- (b) Identifying and supporting mechanisms of mutual support between families of absent workers, particularly women
- (c) Raising awareness and accountability among male seasonal and longer-term workers and their families of rights and obligations in regard to equal sharing of economic benefits, men's responsibility to maintain nurturing relationships with partners and children while away, and of women's rights including the right to live free from violence
- (d) Ensuring women left behind know of referral pathways to violence against women response services.

Optimising the development impacts for women and men from labour mobility.

41.7 The mandate and strategic intent of investment in the PLF focuses on facilitating performance of an efficient and effective Pacific labour market system. One demand-side driver is additional income and remittances participating families use for their development. This indirectly contributes to economic and social development of their country and community and also supports people-to-people links between Australian and Pacific communities. Thus, labour mobility provides indirect development impacts for women and men – relating in particular to how workers and their families choose to spend or invest additional income or savings earned from short-term work in Australia.

- 41.8 The Contractor will actively work to optimise development impacts for women and men working in Australia, and to ensure any negative impacts of absence or changes in income are identified, monitored and minimised. This is anticipated to include:
- (a) Understanding how workers and their families choose to spend or invest additional income or savings;
 - (b) Ensuring workers and their families have relevant and reliable information on the sort of savings that are possible after deducting costs of working in Australia as well as examples from other workers of how additional income or savings were used by families;
 - (c) Researching, monitoring and managing any negative impacts on men and women, their families and children; and
 - (d) Working with central banks in sending-countries to monitor the macro-economic impacts of citizens engaging in the Pacific labour market system.
-

42. DISABILITY INCLUSION

- 42.1 The Contractor must support efforts to increase access by people with disability to the benefits of circular labour mobility both as participating workers and as family members of workers.
- 42.2 In addition to using “disability inclusion” language, the Contractor will focus initially on how families supporting people with disabilities can participate in or benefit from PLF. Opportunities for people with disabilities will also be explored by the Contractor, with approved employers whose needs include skills or tasks that people with some disability would be able to do. The Contractor’s in-country, pre-departure training, including that provided by APTC, will be disability inclusive. The performance assessment system will include disability data and, where appropriate, will use the Washington Group questions. Research and evaluative studies will include topics relating to how people with disabilities benefit from or could better benefit from PLF.
- 42.3 The LMAP *Benefiting People with Disability*, SWP Vanuatu pilot will be evaluated by the Contractor with findings fed into shaping an approach to disability under PLF. The Contractor will absorb and extend the pilot for a period of six months to allow time for the first cohort of workers with disabilities to complete their placements and for follow-up evaluation. Issues of support for participating people with disability whilst in Australia will need to be carefully researched by the Contractor.
-

43. INNOVATION

- 43.1 In consultation with DFAT, the Contractor will introduce a range of specific innovations to include:
- (a) Transformational shared value partnerships with Australian industry;
 - (b) A plan for long-term sustainability, a ‘Pacific Labour Company’ for example;
 - (c) Ensuring the PLF is strategically aligned with DFAT bilateral and regional objectives;
 - (d) Building people-to-people linkages;
 - (e) Improving worker welfare support; and
 - (f) Any others as opportunities arise.
-

PART E: PROGRAM REPORTS

44. REPORTING, PLANS AND MANUALS

- 44.1 The Contractor will provide reports as outlined in **Clauses 44 to 63** of this Schedule 1 and summarised in **Tables 6 and 7** of this **Schedule 1**.

44.2 All reports must:

- (a) Be accurate and not misleading in any respect;
- (b) Be prepared in accordance with directions provided by DFAT including page limits where applicable;
- (c) Incorporate sufficient information to allow DFAT to monitor and assess the success of the Services in achieving DFAT's objectives;
- (d) Be concise, well formatted and incorporate sufficient information to allow DFAT to monitor and assess the success of the Services in achieving DFAT's objectives;
- (e) Comply with DFAT's Guidelines for Preparing Accessible Content (available from DFAT's website at: www.dfat.gov.au);
- (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; and
- (h) Be provided at the time specified in this **Schedule 1**.

44.3 DFAT may request changes to reports and their resubmission as required. DFAT will notify the Contractor within two weeks of receipt if a report requires resubmission.

44.4 Once approved in writing by DFAT, any changes / amendments to the Inception Plan will need to be agreed with DFAT in writing.

44.5 The Contractor will maintain electronic copies of all reports, technical papers and publications produced by the PLF for, and on behalf of, DFAT. Please refer to **Clause 39** (Record keeping) of the Standard Contract Conditions.

Table 6 – Strategic Reporting

REPORT	DUE DATE
Transition Plan	Within two weeks of contract commencement
Operations Manual	Within one month of contract commencement
Inception Plan	Within six weeks of contract commencement
Communications and Marketing Strategy	By 30 January 2019
Annual Report	By 30 January each year (First Annual Report due by 30 January 2020)
Six Monthly Progress Reports (SMPR)	By 31 January and 31 July each year
Monitoring, Evaluation, Research and Learning Strategy (and contributions to AIP and AQC processes)	By 31 March 2019
Capacity Building Strategy	By 30 April 2019 (Annex to the first Annual Plan)
Gender, Disability and Social Inclusion Strategy	By 30 April 2019 (Annex to the first Annual Plan)
Private Sector Feasibility Concept Paper	By 30 April 2019 (Annex to the first Annual Plan)
Annual Plan	By 30 April each year
APTC Skills Strategy	By 30 June 2019
Private Sector Feasibility Report	By 30 June 2020
Completion Report	One month prior to contract end date

Table 7 – Management and Governance Indicative Calendar of Events

KEY EVENTS	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC
PLF Annual Report 31 January												
Pacific Labour Mobility Context Update January and July												
QTAG & PLF Coordination Committee (PLF-MC) February and August												
PLM Inter-Departmental Committee (PLM-IDC) Early March, June, September and December												
PLM National Advisory Group (PLM-NAG) Late March												
APTC Board Meeting March and September												
DFAT Aid Quality Check (AQC) 30 April												
DFAT Partner Performance Appraisal (PPA) 30 April - discussions March and September												
PLF Annual Plan 31 May												
Australia-New Zealand PLM engagement June and December												
Six-Monthly PLF Progress Report 10 July												
DFAT Annual Program Performance Review (APPR) 31 August												
Pacific Labour Mobility Annual Meeting (PLMAM) October												
PLM Bilateral Country Dialogue Varies by country												
GoA / GoNZ Labour Mobility Monthly-Fortnightly meetings (the Contractor may be included as/if appropriate)												
PLF Monthly Dashboard Progress Report 10th day of each month												

45. TRANSITION PLAN

- 45.1 The Contractor will provide a Transition Plan to DFAT within **two (2) weeks** of the Contract commencement. The plan will outline the process for the successful and smooth transition of activities from two (2) contracts, the *Pacific Microstates – Northern Australia Worker Program* and the *Labour Mobility Assistance Program (LMAP)* to the Contractor. Transition arrangements minimise any disruption to Pacific workers or their employers and ensure that employers and workers are appropriately consulted and informed of changes.
- 45.2 The Transition Plan will cover the period from 2 October - 30 November 2018.
- 45.3 The Transition Plan will include:
- (a) Details for the handover of all relevant labour mobility information, data, systems, processes, subcontracts, assets and other resources (including building on elements from related contractor handover plans to be provided to the Contractor);
 - (b) Details to novate existing contracts and activities to PLF;

- (c) A stakeholder engagement plan including introductory and transition workshops in all Pacific countries, Canberra and Wellington; and
- (d) Any other relevant matters.

46. **INCEPTION PLAN**

- 46.1 The Contractor will update its draft Inception Plan (submitted to DFAT via the tender process) and submit this to DFAT **within six weeks** of commencement. The Inception Plan will cover the period from 12 November 2018 to end of 30 June 2019. It will provide a forward plan on how PLF resources will be mobilised and rolled out during the Inception Phase of the Contract. During Inception Phase, the Contractor will need to rigorously prioritise its activities to ensure it gets up to operating speed quickly and focuses on the right priorities.
- 46.2 The **Inception Plan** will include, but is not limited to:
- (a) An Interim Annual Plan covering the period 12 November 2018 to 30 June 2019 as outlined in **Clause 52** of this Schedule 1 (note, a revised Annual Plan for the period 1 July 2019 to 30 June 2020 must be provided to DFAT by 30 April 2019). This will include, but not be limited to:
 - (i) an outline of PLF strategic priorities;
 - (ii) an outline of PLF investments and activities;
 - (iii) an outline of PLF outputs;
 - (iv) a detailed budget;
 - (v) a calendar of events;
 - (vi) a risk matrix and risk management plan;
 - (vii) an annual strategic communications and marketing strategy (aligning with DFAT's work on communications for Pacific Labour Mobility); and
 - (viii) an annual stakeholder engagement strategy (outlining the strategy and process for engaging with PLF stakeholders).
- 46.3 The Contractor will make changes to the Inception Plan as requested by DFAT.

47. **OPERATIONS MANUAL**

- 47.1 The Contractor will provide an Operations Manual (OM) to DFAT within **one (1) month** of Contract commencement. The OM will detail effective and efficient administrative and management systems including, but not limited to:
- (a) The establishment of communication channels / processes with DFAT (Canberra and Posts) and Stakeholders;
 - (b) Systems for the effective recruitment, management and performance monitoring of all Contractor personnel, including terms of reference and key performance indicators for all Contractor positions;
 - (c) Details of the Contractor's procurement processes, including contracting, due diligence and co-financing with private sector partners;
 - (d) Details of the Contractor's Financial Information Management Systems;
 - (e) Details of the Contractor's Management Information Systems;
 - (f) Systems for asset management (physical facilities and equipment);
 - (g) Details of the Contractor's Fraud Control Strategy;

- (h) Details of the Contractor's Anti-Corruption Strategy;
- (i) A safeguards assessment and safeguards management plan - this is to include the Contractor's Child Protection Policy and other DFAT safeguard policies along with arrangements for their active implementation and use;
- (j) Compliance with relevant GoA policies on Gender Equity, Disability Inclusiveness.
- (k) Details of the Contractor's Work Health and Safety (WHS) Management Plan. As a minimum, the Contractor's Plan must demonstrate compliance with all the duties of a person/organisation with a business or undertaking (PCBU) as specified under WHS legislation;
- (l) Details of the Contractor's Project Vehicle Management Plan – Not applicable. *(Should the Contractor choose to purchase a project vehicle, it will be required to submit a vehicle management plan within one month of the initial purchase).*
- (m) An updated SWP and PLS Operations Manual outlining effective and efficient administration and management - the SWP ops manual will be drafted by DJSB, whilst the PLS ops manual will be drafted by DFAT. The Contractor is to review both of the documents and incorporate them into the PLF Ops Manual;
- (n) A Recruitment Strategy outlining the strategy and process for recruiting Contractor personnel;
- (o) A Management and Governance Plan further outlining arrangements including Terms of Reference for each of the governing mechanisms outlined; and,
- (p) The establishment of all other management and administration requirements for effective and efficient implementation of the PLF, including record keeping, logistics and travel.

48. **MONITORING, EVALUATION, RESEARCH AND LEARNING (MERL) STRATEGY**

48.1 The Contractor will provide the Monitoring, Evaluation, Research and Learning (MERL) Strategy to DFAT by 31 March 2019. The MERL Strategy will include, but not be limited to:

- (a) A finalised **Program Logic Model**. The Contractor will review and revise the Program Logic Model and key evaluation questions. This will be informed by a Theory of Change Workshop the Contractor will conduct during the Inception Phase. The workshop will include DFAT and key labour mobility stakeholders and will review key evaluation questions, refine the program logic and theory of change, establish MERL tools and processes, and outline a program to establish key and verifiable indicators and a good project baseline.
- (b) A description of the **MERL methodology/ies** the Contractor will apply and its practical implementation, including a schedule, budget and resources for MERL activities;
- (c) A **sub-plan for each country** and a detailed set of indicators linked directly to outputs and outcomes;
- (d) An assessment of the capacity of local partners to participate in the design and/or conduct of MERL activities; and
- (q) An identification of reporting requirements, and a strategy for dissemination of findings to key stakeholders; and
- (r) A Research Coordination Strategy;

48.2 The MERL Strategy will be internally reviewed and refined each year as part of the Annual Plan to ensure its ongoing relevance, and to verify the rigor and efficiency of the methods employed.

48.3 The MERL system must:

- (a) Be embedded in tight feedback loops for learning and ensure findings are credible, timely and utilised;
- (b) Be able to feed into higher-level reporting frameworks;
- (c) Provide robust evidence that enables decision makers to continually adapt the PLF and its activities to maximise the extent to which it facilitates the changes in behaviour of critical actors;
- (d) Enable the Contractor, key stakeholders and DFAT to learn which activities are most likely to influence;
- (e) Regularly measure the Program's progress towards the EOPOs;
- (f) Provide accountability for the fund spent;
- (g) Utilise existing partner government and other system wherever practicable and possible; and
- (h) Focus on collecting and reporting information at three levels:
 - (i) Performance monitoring – progress towards the EOPOs, DFAT Aggregate Development Results (ADRs) and periodic monitoring of changes in knowledge, attitudes and practices relating to the Pacific labour market system in targeted individuals, groups and agencies in Australia (demand-side) and each participating country (supply-side) as well as changes in performance that can be quantified either directly (e.g. net attributable income change) or indirectly (e.g. perceptions of benefits and costs associated with Pacific labour mobility to Australia).
 - (ii) Progress monitoring – semi-annual measurement of actual delivery of outputs (e.g. deliverables and other program products) and intermediate outcomes (e.g. adoption of new practices and early behaviour changes) actually delivered by PLF.
 - (iii) Management monitoring – as a normal part of good project management delivery, inputs (e.g. people and costs); activities (e.g. trainings, coaching events, knowledge exchanges); and outputs will be measured and reported monthly in simple variance from plan metrics for each country and the program as a whole.

48.4 The Contractor will work closely with other M&E efforts, such as the Pacific Research Program and the Australia-Pacific Technical Coalition, and contribute to higher-level reporting as needed.

49. **CAPACITY BUILDING STRATEGY**

49.1 The Contractor will provide a Capacity Building Strategy to DFAT by **30 April 2019** (as an annex to the first Annual Plan).

49.2 The delivery of capacity building support under the Contract will need to focus at a number of levels, including individual skills development, team systems and processes, and higher-level policy dialogue and wider institutional reform. This Strategy will cover at a minimum:

- (a) A partnership approach involving mutual accountability with partner governments;
- (b) Collaboration with New Zealand Government to minimise duplication of efforts and build efficiency;
- (c) Targeted, multi-tiered support across governance, institutional, and administrative areas;

- (d) A range of activities, including for example, skills development, the design and implementation of information management systems, or policy advice and development;
- (e) Country-specific approaches, cognisant of country socio-political barriers, and with frequent opportunities for reflection and adaptation;
- (f) A focus on sustainability by embedding procedures and systems, and securing management ownership;
- (g) Assessment to consider participation and benefit for women, people with disability and others, marginalised from employment opportunities generally, and seasonal and longer-term labour migration, specifically; and
- (h) Initial high levels of support and monitoring, with the level of capacity building support tapering as processes, practices and behaviours become embedded.

50. GENDER, DISABILITY AND SOCIAL INCLUSION STRATEGY

50.1 The Contractor will provide a Gender, Disability and Social Inclusion Strategy to DFAT by **30 April 2019** (as an annex the first Annual Plan). This will include, but not be limited to:

- (a) The Contractor's proposed approach to gender and disability analysis;
- (b) Corporate efforts to address social inclusion within the Program office;
- (c) Actions needed at country and program levels to increase the proportion of women participating in the PLS and SWP;
- (d) The potential impact of circular labour mobility on women as well as their families; and building on lessons learned from the Vanuatu pilot; and
- (e) An Indigenous Workforce Development Strategy (to be developed in conjunction with i2i) to assist with the recruitment of Indigenous Australians to PLF roles.

50.2 Gender dimensions exist in in three areas of PLF strategy and delivery:

- (a) Women and men as participants or potential participants in labour mobility
- (b) Consequences for women and men left behind when others in families and communities participate in labour mobility schemes
- (C) Development impacts for women and men from labour mobility.

51. COMMUNICATION AND MARKETING STRATEGY

51.1 The Contractor will design and deliver a Communication and Marketing Strategy by **30 January 2019** that maximises the exposure of Pacific labour mobility and builds PLS brand awareness and reputation across the Pacific region. The Strategy will be focused on promoting the benefits and achievements of labour mobility from the Pacific to Australia. This will include:

- (a) In Australia, engaging in enhanced positive marketing of the Pacific as a quality labour source, showcasing the broader benefits for both sending countries and Australia, and reinforcing that a higher-level scrutiny of worker rights is resulting in a reliable labour stream option.
- (b) In sending countries, working with the Labour Sending Unit and Post clarifying myths and misconceptions around the PLS and SWP to better prepare workers, including family members or dependants remaining at home, and adding to transparency around selection and recruitment processes.

51.2 The Communication Strategy will involve (but not be limited to):

- (a) Ongoing media monitoring and social listening;

- (b) A one-stop-shop website;
- (c) On-line forums to discuss, listen and respond to issues before they are escalated to the wider media; and
- (d) Consideration of the use of industry events. The role of diaspora in Australia, as well as worker alumni groups, will be part of the content distribution ecosystem.

52. **ANNUAL PLAN**

52.1 The Contractor will develop concise (no more than five (5) pages plus annexes) Annual Plans, which will be submitted to DFAT by **30 April each year** covering the upcoming (Australian) financial year. Annual Plans will retain flexibility for emerging issues, and DFAT may refer proposals to the Contractor for consideration at any time during the year. The format of the Annual Plans will be agreed with DFAT.

52.2 Annual Plans shall include, but not be limited to:

- (a) An overview of strategic direction for the next Australian financial year, which takes into account:
 - (i) research studies or changes in, and influence of, the broader policy and institutional context/environment on implementation (including political economy), including in response to changes to PLS and SWP policy setting agreed by Government;
 - (ii) advice from the Steering Committee and lessons from evaluative studies, research and continuous learning; and
 - (iii) the adequacy of progress against the last annual plan and towards PLF end-of-program outcomes as well as the status of arrangements and partnerships with key stakeholders.
- (b) The Contractor's plan for the performance of the Services for the next calendar year with an outline of planned activities that will contribute to each EOPO. This will include a change frame that summarises changes in interventions from the previous reporting period together with costs estimate and resource implications of the proposed changes.

52.3 The Plan will also:

- (a) Address program learning and innovation;
- (b) Demonstrate that administrative costs are minimised;
- (c) Demonstrate that management processes (including procurement procedures) are designed to maximise cost effectiveness; and
- (d) Demonstrate that commercial risks are managed; and that funds are allocated based on evidence of results to ensure the greatest impact.

52.4 Where new activities are proposed, a business case (as per template agreed with DFAT) will be provided rating activities against the investment criteria and explaining how they meet DFAT's requirements. These will include reporting, budget, timeframes, gender considerations, monitoring and result measurement for each intervention.

52.5 Annexes to each Annual Plan will include, but not be limited to:

- (a) A detailed budget (variance from previous annual plan budget, expenditure to date and forecast expenditure) for each Annual Plan;
- (b) A calendar of events, activities and outputs for each Annual Plan;
- (c) An updated risk matrix and risk management plan in subsequent years (if any changes);

- (d) An updated safeguards assessment and safeguards management plan (if any changes); and
- (e) An updated strategic communications plan, incorporating a stakeholder engagement plan (targeting DFAT, and other Stakeholders and global audiences).

53. **ANNUAL REPORT**

- 53.1 The Annual Report will be submitted to DFAT by the Contractor by **30 January each year**, (covering January to December of the previous year) commencing with the first report due in January 2020. The Annual Report will meet DFAT M&E Standard 3 and include:
- (a) Progress against the Annual Plan (and its updates) including a summary of interventions undertaken in the previous period and their progress reported against the monitoring and results measurement framework that includes an examination of results, insights and failures;
 - (b) Progress against each output, outcome, and towards the EOPO (see **Clause 2** of this Schedule 1), with supporting data and analysis included;
 - (c) An updated risk register and safeguards assessment;
 - (d) Results and insights gained during the annual reflection process;
 - (e) Financial reports and budget forecast; and,
 - (f) Any other relevant issues including operational updates.
- 53.2 The format and outline of the Annual Report will be agreed with DFAT prior to submission.

54. **REPORTING PROGRESS AND PERFORMANCE**

- 54.1 The Contractor will report progress and performance using information from the MERL system, evaluative studies and research. The following evidence-based reports are required:
- (a) **Monthly Dashboard Progress Reports.** The exact format will be determined in consultation with DFAT through the Inception Phase. It will include basic labour mobility data for the month, in addition to a summary of income and expenditure status for the contract.
 - (b) **Six Monthly Progress Reports (SMPR)** will be submitted by **31 January each year** together with the Annual Report (covering the period July to December); and including a calendar year annual report) and by **15 July each year** (covering the period of January to June). The Six Monthly Progress Report will be no longer than four (4) pages (excluding annexes) and meet the quality requirements set out in DFAT M&E Standard 3. They will include:
 - (i) An update to the Annual Plan;
 - (ii) Completion of milestones supported by clear means of verification;
 - (iii) Monitoring progress of different functions performed by the PLF;
 - (iv) Deliverables completed in relation to the work plan and budget;
 - (v) Relevant labour mobility data; and
 - (vi) Any relevant information pertaining to achievements and risk mitigation.
 - (c) **Six Monthly Progress Report Annexes:**
 - (i) Six Monthly Finance Reports, including, but not be limited to: approved annual budget allocation; quarterly expenditure to date and estimates of future expenditure by quarter including firm commitments; overall

expenditure to date; estimated forecast of overall annual expenditure; and estimated forecast of variance of actual expenditure to approved budget;

- (ii) The July to December Six Monthly Progress Reports will include the Contractor's self-assessment, with supporting evidence, against DFAT's Aid Quality Check criteria (DFAT to provide Aid Quality Check criteria prior to the Contractor drafting the report); and
 - (iii) the first draft of the APPR to DFAT (Aid Program Performance Report) providing an evidence-based assessment of progress against the Australian aid objectives set out in the Aid Investment Plan, and including agreed management actions); and
 - (iv) Any other annexes as required.
- (d) **Pacific Labour Mobility Context Update.** A semi-annual (**January and July**) analysis of change in key contextual drivers of Pacific labour mobility including labour market conditions, , availability of financial sector innovations, labour market regulations and country public service budgets and staffing.

54.2 All data will be disaggregated by sex, geography (both supply-side [where workers come from] and demand-side [where workers are employed]), and industry or sector.

55. **AID QUALITY CHECK (AQC)**

- 55.1 The DFAT Aid Quality Check (AQC) assesses how well aid investments have performed against six aid quality criteria. Information from AQCs is primarily used for DFAT investment management and decision-making.
- 55.2 A Final Aid Quality Check (FACQ) is completed for investments that have ended, or will end before. An FAQC reflects on investment performance over its lifetime.
- 55.3 The Contractor will support DFAT draft the AQC in **March of each year**.

56. **AID INVESTMENT PLAN (AIP)**

- 56.1 The DFAT Aid Investment Plan (AIP) is a public document that details Australia's development-related objectives in a partner country or region, how they will be achieved and how success will be measured.
- 56.2 The Contractor will support DFAT draft the AIP in line with Australia's objective of stepping up engagement with Pacific island countries through increased circular labour mobility. The AIP will be developed simultaneously with the MERL Strategy in **March** and will be finalised by **30 June 2019**.

57. **PARTNER PERFORMANCE ASSESSMENT (PPA)**

- 57.1 The Partner Performance Assessment (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.
- 57.2 Contractor performance criteria will be approved during the Inception Phase of the contract and be informed by the development of the MERL Strategy and Annual Planning process. Criteria may be reviewed and revised as appropriate by agreement between DFAT and the Contractor on an annual basis as a contract amendment.
- 57.3 DFAT and the Contractor will meet every **six months (March and September)** to discuss the Partner Performance Assessment (PPA) in preparation for the finalisation of the annual PPA by **30 April each year**.

58. **PRIVATE SECTOR FEASIBILITY REPORTS**

- 58.1 The Contractor will provide a Private Sector Feasibility Concept Report (PSFCR) to DFAT by **30 April 2019** and the more substantive Private Sector Feasibility Report (PSFR) to DFAT by **30 June 2020**. The reports are to look at the feasibility of transitioning delivery functions to the private sector, including possible cost-sharing

arrangements; as well as also providing options around sustainability, timing and sequencing.

59. **INDEPENDENT EVALUATION**

- 59.1 Independent evaluations contribute to performance information to support management, accountability and learning.
- 59.2 An Independent Evaluation of PLF will be commissioned by DFAT at an appropriate point during implementation, indicatively in the third year of the Contract.
- 59.3 The Contractor will provide support services for any Review, as reasonably required by DFAT.

60. **EXCEPTION REPORTS**

- 60.1 The Contractor will use Exception Reports to report immediately, and in any event **within one (1) day**, to DFAT on any actual, perceived or anticipated problems or risks that may have a significant effect on the achievement of the aims and objectives of the Program:
- (a) on the cost to DFAT,
 - (b) on the delivery or operation of the Services, or
 - (c) on the reputation of the Government of Australia.
- 60.2 If the report is first given verbally, the Contractor will confirm the report in writing to DFAT **within three (3) days**. The Contractor will recommend to DFAT options to prevent or mitigate the impact of any problems or risks.

61. **HANDOVER PLAN**

- 61.1 As per **Clause 59** of the Standard Contract Conditions, the Contractor must within twelve (12) months of the Contract Start Date draft provide to DFAT a copy of a Handover Plan. The plan must be **updated at least annually** and **six (6) months prior** to the Contract end date.

62. **COMPLETION REPORT**

- 62.1 The Contractor will prepare a Completion Report, with a draft due **three (3) months prior** to the Contract End Date, and final report due one (1) month prior to the end date. This report will include, but not be limited to:
- (a) Confirmation that the Program has been implemented according to the processes specified;
 - (b) Examining actual Program achievements and milestones against objectives;
 - (c) Quantifying progress towards the Statement of Requirement which has been identified for completion under the Program;
 - (d) Providing a reconciliation and acquittal of Program funds;
 - (e) Documenting lessons learned from the Program;
 - (f) Identifying any obstacles to implementation;
 - (g) Advising of any implications from this Program for future similar activities in Solomon Islands; and
 - (h) Providing a comprehensive Asset Register for any further phase of the Program, or recommendations for asset handover to partner country agencies.

63. **ANNEXES**

Annex 1: Terms of Reference for Specified Personnel; and
Annex 2: Inception Phase Work Plan (submitted during the tender process).

Annex 1: Terms of Reference for Specified Personnel (these may change with written DFAT approval)

Team Leader

Long Term/Short Term: Long Term

ARF Classification: D4

Position Location: Brisbane

Reports to: Contractor Representative

Job Specification

The Team Leader will:

- Lead the delivery of all aspects of the PLF, including management of team activities, program finances, sub-contracting and management of consortium partners.
- Lead, guide and mentor PLF staff to ensure a flexible and dynamic learning culture that promotes teamwork, exchange of ideas and a style of working that is congruent with PLF partners in Industry and Government.
- Develop and foster relationships with key public and private institutions and individuals involved in Labour Mobility in the Pacific and Australia as required.
- Develop and execute PLF strategies that are likely to yield results in accordance with the PLF's objectives and DFAT policies.
- Maintain strong working relationships with DFAT, DJSB and Home Affairs Canberra along with participating Posts; and build and maintain excellent relations with participating Pacific government partners and private sector business partners.
- Oversee a smooth transition, including contract and staff transition, to ensure the continued delivery of services at a high level.
- Act as a trusted intermediary, and coordinate engagement between multiple stakeholders, including employers, workers, DFAT, other government agencies, LSUs in Pacific Countries, the APTC, industry groups and unions.
- Act as direct line manager for senior staff members, including SWP and PLS leads.
- Attend a range of program meetings with DFAT during implementation to review and discuss progress, proposed amendments, contract performance, accuracy of invoices, and any other matters that arise.
- Provide leadership and advice on the principles, practical strategies, tools and networks for the promotion and interrogation of gender equality and social inclusion throughout the delivery of the PLF, including incorporation of Indigenous approaches into PLF activities.
- Oversee the implementation of all worker support services, along with quality assurance and advice to ensure that all services are effective, efficient and transparent.
- Maintain a thorough understanding of social, cultural, political and institutional factors affecting education, training and employment in participating countries.
- Oversee communication and engagement of PLF externally, developing networks, promoting and sharing the Facility's work and achievements, and sustaining and expanding collaboration with DFAT and other key stakeholders.
- Oversee the PLF's support to Post's Economic Diplomacy agenda.

Reporting Requirements

The Team Leader will be ultimately responsible for delivery of:

- A six-monthly report to DFAT in preparation for the PLF-MC, providing advice and recommendations on the PLF's performance.
- Annual reports and annual plans, along with monthly dashboard progress reports
- A Pacific Labour Mobility context update semi-annually
- The transition plan, inception plan, operations manual, communications and marketing strategy, capacity building strategy, gender and disability strategy, APTC Skills strategy, and private sector sustainability feasibility report by the dates outlined in Schedule 1, Table 3 of the Contract.
- Secretariat services for the fortnightly teleconference updates between DFAT and Palladium
- Six-monthly M&E reporting, and the timely provision of accurate and up-to-date data within the PLF's MIS to DFAT and DJSB.

Deputy Team Leader

Long Term/Short Term: Long Term

ARF Classification: C3

Position Location: Brisbane

Reports to: Team Leader

Job Specification

The Deputy Team Leader will:

- Support program-wide functions and processes which exceed the capacity of a single Core Team member, taking the lead as requested by the Team Leader.
- Support the Team Leader in implementing recruitment strategies which ensure a strong leadership and program management team, which includes a diverse range of people.
- Oversee the operational management and implementation of the PLF and its services, supporting financial and governance success.
- Lead capacity building of PLF staff on use of Palladium and PLF specific systems and processes.
- Coordinate regular Core Team Meetings and internal communications.
- Promote a workplace culture of diversity and inclusion, and demonstrate practices which support these principles.
- Regularly review core PLF processes, including pre-departure and briefing programs, to ensure optimum attention to gender equality and social inclusion.
- Work with the Team Leader and the Communications Lead to ensure the PLF's communications strategy and materials meet DFAT requirements, and promote labour mobility and the triple-win benefits of the PLF for stakeholders.
- Coordinate the secretariat support and/or participating alongside the Team Leader in any regular, annual or six-monthly meetings outlined within the Contract.
- Provide oversight of program-wide expenditure and ensuring timely and accurate reporting to DFAT.
- Oversee the development, implementation, and monitoring of the PLF's risk management strategy.
- Work with the Operations Manager in areas of operational support, ensuring processes are aligned with Program-wide and country-specific needs.
- Oversee program Human Resources Development, HR planning, approving staff TORs, and guide capacity development processes.

Reporting Requirements

The Deputy Team Leader will:

- Coordinate the delivery of all reports in line with the requirements outlined in the Contract, and any additional requirements which may be agreed to by DFAT and Palladium.
- Assist the Team Leader with the development of all reports as required, including leading on the development of regular reports.
- Coordinate the development of case studies and communicating progress from monitoring and evaluation reporting.
- Assist with the preparation for the Pacific Labour Mobility context update semi-annually.
- Provide inputs to the six-monthly M&E reporting, and the timely provision of accurate and up-to-date data for the PLF's MIS.

SCHEDULE 2 – PRICING SCHEDULE

1. TOTAL AMOUNT PAYABLE

1.1 The maximum amount payable by DFAT to the Contractor for the provision of the Goods and/or Services shall not exceed the sum of **AUD 50,000,000** plus GST if any up to a maximum amount of AUD 5,000,000. DFAT shall not be liable for any Costs or expenditure incurred by the Contractor in excess of this amount.

1.2 s. 47E(d) and 47G

[REDACTED]

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██████████

11

1. **Identify the main components of the system.**
 2. **Define the scope and objectives of the project.**
 3. **Conduct a thorough literature review.**
 4. **Develop a detailed project plan.**
 5. **Implement the system and monitor performance.**
 6. **Evaluate the results and make necessary adjustments.**
 7. **Document the findings and conclusions.**
 8. **Present the results to the relevant stakeholders.**
 9. **Conduct a final review and evaluation.**
 10. **Disseminate the findings to the wider community.**

[REDACTED]

[REDACTED]

██████████

SCHEDULE 3 - DEED OF CONFIDENTIALITY

THIS DEED POLL is made on the day of

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

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

RECITALS

1. DFAT and Contractor's Name (the "Contractor") have entered into a Contract for the purpose of a project in [Country].
2. The Recipient has been engaged by the Contractor to work on the project.
3. The Recipient, in carrying out that work, be given access to Confidential Information.
4. DFAT requires the Recipient to enter into this Deed in relation to use of Confidential Information.

THE RECIPIENT DECLARES AS FOLLOWS:

1 INTERPRETATION

- 1.1 In this Deed, unless the contrary intention appears:

'Confidential Information' means information that:

- (a) is designated by DFAT as confidential; or
- (b) the Recipient knows or ought to know is confidential, but does not include information which:

is or becomes public knowledge other than by breach of this Deed or other obligation of confidentiality.

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

2 CONFIDENTIAL INFORMATION

- 2.1 The Recipient acknowledges and agrees that:

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

3. Article 1. RESTRICTIONS ON USE

- 3.1 The Recipient must:

- (a) keep the Confidential Information, and all documents containing, or referring to, any Confidential Information, under effective control of the Recipient;

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

4. **Article 2. PERSONAL INFORMATION**

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

5. **SURVIVAL OF OBLIGATIONS**

5.1 The obligations in this Deed are perpetual.

EXECUTED as a deed poll.

SIGNED, by the Individual in the presence
of:

.....

Signature of Individual

.....

Name of Individual (Print)

.....

Date

.....

Signature of witness

.....

Name of witness (Print)

.....

Date

SCHEDULE 4 – CONFIDENTIAL INFORMATION

Confidential Information identified by DFAT

Description	Period of Confidentiality
Nothing at this time	

Confidential Information identified by the Contractor

Description	Period of Confidentiality
s. 45 [REDACTED]	Refer to Clause 32.1 of the Contract Conditions
s. 45 [REDACTED]	Refer to Clause 32.1 of the Contract Conditions
s. 45 [REDACTED]	Refer to Clause 32.1 of the Contract Conditions

** Please note that confidential information is also covered under the **Clause 32** (Confidentiality) of the Standard Contracts Conditions.*

SCHEDULE 5 – NOT USED

SCHEDULE 6 – NOT USED

SCHEDULE 7 – DECLARATION OF STATUS

THIS DEED POLL is made on the day of

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

BY [Insert name and address of Adviser] (the “Adviser”).

RECITALS

- A. DFAT and Contractor’s Name (the “Contractor”) have entered into a Contract for the purpose of a project in [insert Country].
- B. The Adviser has been engaged by the Contractor to work on the project.
- C. DFAT requires the Adviser to enter into this Deed in order to confirm their eligibility to receive allowances under the Adviser Remuneration Framework for the DFAT - Australian Aid Program.

THE ADVISER DECLARES AS FOLLOWS:

1. INTERPRETATION

In this Deed:

“**Partner**” means a person who:

- (a) has a close personal relationship with an Adviser;
- (a) shares accommodation or housing with an Adviser; and
- (b) who provides the Adviser with financial or domestic support.

“**Dependant**” means a person who:

- (a) has a close personal relationship with an Adviser;
- (b) shares accommodation or housing with an Adviser; and
- (c) who is provided with financial or domestic support by the Adviser.

“**Dependent Child**” means a child under 21 years of age who is a natural, step- or adopted child of the Adviser, a child of the Adviser’s Partner or a child for whom the Adviser is a legal guardian.

2. ADVISER STATUS

- 2.1 The Adviser [has/has not] relocated in-country from their permanent country of residence.
- 2.2 The Adviser [is/is not] accompanied by dependants.
- 2.3 The Adviser’s dependants and/or partner [are/are not] in receipt of an expatriate housing allowance from the Commonwealth of Australia or any other employer.
- 2.4 The Adviser’s dependants and/or partner:
 - (a) [are/are not] currently employed by DFAT or on an DFAT funded project; and

- (b) [are/are not] in receipt of an allowance that recognises their accompanied status from the Commonwealth of Australia.
- 2.5 The Adviser [is/is not] accompanied by a Dependent Child/ren.
- 2.6 The Dependant Child/ren [is/is not] attends kindergarten through to year 12.
- 2.7 The Adviser acknowledges that he/she must provide proof of enrolment in a primary or secondary school for each Dependent Child in order to be eligible to receive the Mobility Allowance Supplement.
- 2.8 The Adviser must inform DFAT or the Contractor promptly if their status as described in this Clause 2 changes.

3. PROOF OF STATUS

- 3.1 DFAT may at any time, request the Adviser to give DFAT reasonable evidence to confirm the Adviser's status as described in Clause 2.
- 3.2 If DFAT makes a request under Clause 3.1, the Adviser must promptly comply with the request.

EXECUTED as a deed poll.

SIGNED, by the Adviser	In the presence of:
.....
Signature of Adviser	Signature of witness
.....
Name (Print)	Name of witness (Print)
.....
Date	Date

SCHEDULE 8 – DEPARTMENT/AGENCY ACCESS FORM

The Contractor has entered into a Contract with the Commonwealth of Australia as represented by the Department of Foreign Affairs and Trade (the “Contract”). Under that Contract, the Contractor offers to provide the Goods and Services to other Commonwealth Departments and Agencies.

The Commonwealth entity specified in Item 3 below accepts this offer on the terms and conditions set out in the Contract and in this Agency Access Form. If there is an inconsistency between this Agency Access Form and any other provisions of the Contract, the terms and conditions in this Agency Access Form Contractor prevail to the extent of the inconsistency.

1	Contract description	
2	Names of Parties to the Contract	
3	Customer	[Insert Department/Agency name] A reference to [insert name of the contracting Department /Agency] or the Customer in the Contract Contractor be taken as a reference to [the Agency]
4	Commencement Date	
5	Customer Representative	Title: Name: Postal Address: Fax number: Email:
6	Customer's details for Notices	Postal address: Physical address: Facsimile number:
7	Contractor Specified Personnel	[insert names]
8	Goods and/ or Services required	[itemise the specifics required in a separate Attachment A to this Schedule 9]
9	Any other changes	[insert any additional commercial requirements, insurances,]

<p>SIGNED by</p> <p>.....</p> <p>(Signature)</p> <p>.....</p> <p>(Name of authorised [INSERT NAME OF DEPARTMENT/ AGENCY REPRESENTATIVE] in block letters)</p> <p>.....</p> <p>Date</p> <p>as authorised representative for [INSERT NAME OF DEPARTMENT/AGENCY] in the presence of:</p> <p>.....</p> <p>(Signature of witness)</p> <p>.....</p> <p>(Name of witness in block letters)</p> <p>.....</p> <p>Date</p>		<p>.....</p> <p>(Signature of authorised DFAT representative)</p> <p>.....</p> <p>(Name of authorised DFAT representative)</p> <p>.....</p> <p>Date</p> <p>By executing this Agreement the signatory for [insert] warrants that the signatory is duly authorised to execute this Agreement on behalf of [INSERT NAME OF AGENCY]</p>
<p>EXECUTED by the (insert Contractor name) in accordance with section 127(1) of the Corporations Act by authority of its directors:</p> <p>.....</p> <p>(Signature of director / company secretary*)</p> <p>*delete whichever is not applicable</p> <p>.....</p> <p>(Name of director/company secretary* in block letters)</p> <p>*delete whichever is not applicable</p> <p>.....</p> <p>Date</p>		<p>In the presence of</p> <p>.....</p> <p>(Signature of witness)</p> <p>.....</p> <p>(Name of witness in block letters)</p> <p>.....</p> <p>Date</p>

SCHEDULE 9 – PARTNER PERFORMANCE ASSESSMENT

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

If you have any questions, please contact the relevant partner area:
for NGOs contact ngoengagement@dfat.gov.au,
for multilateral organisations contact aidriskmanagement@dfat.gov.au,
for commercial suppliers contact contractor.performance@dfat.gov.au.

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

Australian Aid – Rated Performance Criteria

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

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

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

a) Results focused and delivers on time, ensuring deliverables are of high quality, accurate and meet the defined requirements	1 5	2 6	3	4
b) Undertakes sound monitoring and evaluation reporting that includes quantitative and qualitative evidence of progress against objectives	1 5	2 6	3	4
c) Promotes sustainability and where applicable, is prepared for transition in/out of the activity	1 5	2 6	3	4
Overall rating:				

Assessment (no more than 300 words)

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

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

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

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

Assessment (no more than 300 words)

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

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

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

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

Assessment (no more than 300 words)

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

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

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

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

Assessment (no more than 300 words)

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

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

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

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

Assessment (no more than 300 words)

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

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

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

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

Assessment (no more than 300 words)

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

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

7) General Comments (no more than 500 words)

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

Partner Acknowledgement

- ☐ I/we endorse this Partner Performance Assessment

Name:	
Position:	
Date:	

OR

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

Name:	
Position:	
Date:	

SCHEDULE 10 – ADVISER PERFORMANCE ASSESSMENT

NOTES FOR COMPLETING:

1. This form is to be used by DFAT and/or its implementing Partners for assessing Adviser performance.
2. An Adviser Performance Assessment (APA) is undertaken on completion of an adviser contract, or annually for engagements longer than one year in duration.
3. DFAT or the relevant MC may seek the views of Partner Government officials involved in the activity when completing the APA.
4. Where underperformance is identified in an APA, practical steps to rectify the performance issues must be put in place. Where underperformance is not sufficiently rectified, there must be practical consequences.
5. In all cases, Advisers must be given 15 working days to review and sign the APA.
6. Completed APAs must be emailed to contractor.performance@dfat.gov.au.

NOTES FOR ADVISERS:

1. Advisers are required to sign completed APAs within 15 working days of receipt.
2. Advisers may include a written response with the APA to address any issues raised.
3. Responses must be returned to the party conducting the APA (i.e. DFAT or Managing Contractor)
4. Failure to respond within 15 working days of receipt is deemed as acceptance of the APA.
5. Completed APAs are placed on DFAT's performance register and remain valid for five (5) years.
6. APAs, including written responses from Advisers, can be used by DFAT as part of a future adviser selection process.
7. APAs may be provided by DFAT to other partner (government, multilateral etc.) procurement processes which involve DFAT funds.

Summary

Adviser Name	Adviser Name	Agreement Name	Agreement Name
Managing Contractor	Name of Commercial Partner	Agreement Number	Agreement Number
Agreement Start Date	Start Date of Agreement	Agreement End Date	End Date of Agreement
Reporting period start date	Start Date of the Reporting Period covered in this APA	Reporting period end date	End Date of the Reporting Period covered in this APA
Total Value	AUD	Country/Region	Country / Region Name
Report drafted by	Name	ARF Classification	Professional Discipline/Job Category
Approved by	Counsellor / Director Name	Date approved	Date Approved

Australian Aid – Rated Performance Criteria

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

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

1) Deliver Lasting Results and Impact – Is the adviser achieving the agreed deliverables?

a) Achieves results and delivers on time; ensuring deliverables are of high quality, accurate and meet the defined requirements.	1 5	2 6	3	4
b) Progress in capacity building and knowledge transfer to key counterpart(s), as per the defined requirements	1 5	2 6	3	4
c) Demonstrates effective leadership and management, as per the defined requirements	1 5	2 6	3	4
Supporting evidence is <u>required</u> if a rating of 3 or below or 6 is given (no more than 300 words).				

2) Demonstrated effective, ethical, efficient and economical use of resources – Does the adviser demonstrate Value for Money principles in their approach to the defined requirements?

a) Delivers defined services within budget.	1 5	2 6	3	4
b) Applies lessons learnt to enhance value for money.	1 5	2 6	3	4
Supporting evidence is <u>required</u> if a rating of 3 or below or 6 is given (no more than 300 words).				

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

a) Demonstrates professional conduct and cultural sensitivity by communicating effectively, working collaboratively and building effective relationships.	1 5	2 6	3	4
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b) Demonstrates appropriate flexibility and responsiveness to DFAT (and/or its implementing partner) and the Partner Government's requests.	1 5	2 6	3	4
c) Addresses problems/issues openly and constructively.	1 5	2 6	3	4
Supporting evidence is <u>required</u> if a rating of 3 or below or 6 is given (no more than 300 words).				

4) Risk Management – Does the adviser effectively manage risk and operate in a manner consistent with DFAT policies?

a) Effectively manages risks and informs DFAT of any risks or issues that may adversely affect timing, cost or quality of services.	1 5	2 6	3	4
b) Takes appropriate account of DFAT policies including on Child protection, Environmental and Social safeguards; Gender Equality and Disability Inclusive Development.	1 5	2 6	3	4
Supporting evidence is <u>required</u> if a rating of 3 or below or 6 is given (no more than 300 words).				

5) Other Contract Specific Measurable(s)

[Add as required]		1 5	2 6	3	4
Supporting evidence is required if a rating of 3 or below or 6 is given (no more than 300 words).					
DFAT Representative	DFAT Partner Representative	Adviser			
Name:	Name:	Name:			
Signature:	Signature:	Signature:			
Date:	Date:	Date:			

SCHEDULE 11 – INDIGENOUS PARTICIPATION PLAN

The Contractor will implement the following Indigenous Participation Plan:

- s. 47E(d) and 47G
[REDACTED]
[REDACTED]
- [REDACTED]
[REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]
[REDACTED]
- [REDACTED]
[REDACTED]
- [REDACTED]
[REDACTED]
- [REDACTED]
[REDACTED]

- [REDACTED]
 ■ [REDACTED]
 ■ [REDACTED]
 [REDACTED]
 [REDACTED]
 ■ [REDACTED]
 ■ [REDACTED]
 [REDACTED]
 ■ [REDACTED]
 [REDACTED]
 ■ [REDACTED]
 [REDACTED]

[REDACTED]

FOI**Subject:** PLF Management Information System

From: s. 22(a)(ii)@dfat.gov.au>
Sent: Wednesday, 28 November 2018 9:59 AM
To: s. 47F@thepalladiumgroup.com>
Cc: s. 47F@thepalladiumgroup.com>
Subject: PLF Management Information System [SEC=UNCLASSIFIED]

UNCLASSIFIED**H** s. 22(a)(ii)

As discussed last week, DFAT needs to more fully understand the information needs of PLF and how best to capture and represent these through a management information system. I understand that Palladium has a relationship with Evalstars through work under NAWPP and had intended to ask Evalstars to undertake scoping work on this. However, given the size and scope of the PLF and in order to ensure value for money is achieved, we require Palladium to go to market to recruit suitable expertise to undertake a scoping study for the PLF MIS needs. We would like to be on the selection committee for this recruitment. Can you please prepare a terms of reference to go to market to undertake the needs analysis for PLF MIS and share with DFAT.

Separately DFAT would like Palladium to go through a separate competitive tender process for the PLF MERL work. DFAT would also like to be on the selection committee for this recruitment. I will get back to you in more detail on this issue in a separate email.

Kind regards

s. 22(a)(ii)

s. 22(a)(ii)

Assistant Director | Pacific Labour Mobility Section
Pacific Regional Economic Branch | Pacific Division
Department of Foreign Affairs and Trade
T s. 22(a)(ii) M s. 22(a)(ii)
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