

s 22(1)(a)(ii)

s 22(1)(a)(ii)

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22/06/2004 11:44 AM

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cc: s 22(1)(a)(ii)

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Subject: Iraq Unit: Variation to Contracts?

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22(1)(a)(ii)

This is to alert you to changes in the legal status of AusAID-funded advisers and security personnel in Iraq, following the transition of governmental authority from the Coalition Provincial Authority (CPA) to the Iraqi Interim Government (IIG) on 30 June.

It looks likely that AusAID-funded advisers and security personnel in Iraq will be accredited to the Australian embassy as 'members of the administrative and technical staff', as per the Vienna Convention on Diplomatic Relations (1961). s 47E(d)

The length of this accreditation has not been determined as yet and is dependent on how other legal arrangements play out.

Your advice on whether this change in legal status requires a change in our contracts with s 22(1)(a)(ii) and Control Risks Group (CRG) - security personnel (CON 11937) is appreciated.

Situation is rather pressing given the 30 June transition is approaching. Appreciate if we can get together to discuss this week.

Many thanks

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Iraq, Middle East and Afghanistan Section

Australian Agency for International Development (AusAID)

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**VARIATION ORDER NO. 4
FOR CONTRACT 11937**

between

COMMONWEALTH OF AUSTRALIA

represented by

**The Australian Agency for International Development
(AusAID)**

and

**Control Risks Group Pty Ltd
ABN 27 006 633 781**

in relation to

Iraq: Provision of Security Support Services

VARIATION ORDER No. 4 UNDER PART B CLAUSE 12 OF CONTRACT 11937

TO: CONTRACTOR - Control Risk Group Pty Ltd

FROM: AusAID

1. This Variation Order is given pursuant to Standard Condition clause headed **Amendments and Variation** in the Contract.
2. The Contract **Schedule 1** is varied as follows:
3. **SERVICES**
 - 3.1 In addition to the services outlined in Clause 2 of Schedule 1, the Contractor shall provide the following services:
 - 3.2 **Code of Conduct**
 - 3.3 Contractor Personnel accredited to the Australian Embassy in Baghdad as "members of the administrative and technical staff" shall enjoy privileges and immunities, as defined in the Vienna Convention on Diplomatic Relations of 1961. Notwithstanding any provisions in this Convention, Contractor Personnel must:
 - (a) Not extend to acts performed outside the course of providing Services in accordance with the terms and conditions of this Contract.
 - (b) Realise that the purpose of such privileges and immunities is not for personal benefit but to ensure that Services are provided.
 - (c) Respect and comply with the relevant laws, regulations and policies, in force within the Partner Government.
 - (d) Not participate in or associate with any conduct contrary to relevant Commonwealth laws, regulations and policies, including the APS Code of Conduct, the Criminal Code Act, the Crimes (Overseas) Act, and the Crimes (Torture) Act.
 - 3.4 Contractor Personnel who have, or may have, breached the conditions outlined in this code of conduct, as determined by the Commonwealth, may be removed from duty and/or have their privileges and immunities waived.
4. In all other regards you are required to carry out the Services as described in the Contract.