

**Commonwealth Contract – Services****Australian Government****Commonwealth Contract – Services**Reference ID: **s47G(1)****Customer**

Customer Name:

Department of Foreign Affairs and Trade (through the  
National Foundation for Australia-China Relations)

Customer ABN:

47 065 634 525

Address:

Suite 4502, Australia Square, 264 George Street, Sydney  
NSW 2000**Supplier**

Full Name of the Legal Entity:

China Policy Pty Ltd

Supplier ABN:

92 650 658 610

Address:

**s47F(1)**

**Commonwealth Contract – Services****Statement of Work****C.A.1 Key Events and Dates**

This Contract commences on the Contract Start Date or the date this Contract is executed, whichever is the latter, and continues for the Contract Term unless it is terminated earlier.

Event	Details
Contract Start Date:	11 June 2021
Contract Term:	This Contract will remain in force for a period of 12 months.
Contract Extension Option:	6 months.

**Output**

The Supplier's services have been procured to prepare written research reports and to deliver verbal briefings on s47G(1). The Supplier's program of work will be referred to as s47G(1).

Under this program of work, the Supplier will deliver three written reports. s47G(1)

The Supplier will use Chinese-language data, policies and other relevant primary sources for the research.

The Supplier will share the draft reports with the Customer prior to finalisation, giving the Customer the opportunity to review and comment on the content. The Customer may distribute the final reports with government and business stakeholders.

The Supplier will share insights from the research reports at up to four in-camera briefings with the Customer's business and government stakeholders. The in-camera briefings will be virtual or in-person/blended events exploring the topics of the reports. They will be delivered at or around the time of the release of each report. The briefing sessions will be arranged by the Customer, who will determine the topic and focus, identify and engage other relevant speakers and participants.

**Project deliverables and timeline**

a) Deliverable	b) Content focus	c) Date (approximate)
Planning	Scheduling, introductions	June-July 2021
Report discovery and consultations	Report 1 – Science and Technology Report 2 – Health Report 3 – Agriculture	August 2021
Report 1 – Scitech - delivery	s47G(1)	October 2021

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	s47G(1)	
Report 1 Briefing – Chatham House rules		November 2021
Report 2 – Health - delivery	s47G(1)	February 2022
Report 2 Briefing – Chatham House rules		March 2022
Report 3 – Agriculture/rural development - delivery	s47G(1)	June 2022
Report 3 – Briefing – Chatham House rules		June 2022

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### C.A.2 The Requirement

#### C.A.2(a) Standards

The Supplier must ensure that any goods and services provided under this Contract comply with all applicable Australian standards (or in its absence an international standard) including any requirements or standards specified in this Statement of Work. If requested by the Customer, the Supplier must enable the Customer, or an independent assessor, to conduct periodic audits to confirm compliance with all applicable Australian or international standards, including, but not limited to, those specified in this Statement of Work.

#### Web Content Accessibility

As applicable, the Supplier must ensure that any website, associated material and/or online publications (where applicable) complies with the Web Content Accessibility Guidelines available at:

<https://www.w3.org/WAI/intro/wcag>.

#### C.A.2(b) Security Requirements

None Specified

#### C.A.2(c) Work Health and Safety

Prior to commencement of this Contract, the Customer's Contract Manager and the Supplier's Contract Manager will identify any potential Work Health and Safety issues anticipated to arise during the term of this contract and assign management of each issue identified to the party best able to manage it. The Supplier will provide the Customer with a plan for approval.

Throughout the Contract Term, the Customer and the Supplier will proactively identify and cooperate to manage any Work Health and Safety issues that arise.

#### C.A.2(d) Delivery and Acceptance

Where the Customer rejects any deliverables under Clause C.C.11 [*Delivery and Acceptance*] the Customer will specify a timeframe in which the Supplier is required to rectify deficiencies, at the Supplier's cost, so that the deliverables meet the requirements of this Contract. The Supplier must comply with any such requirement. Rectified deliverables are subject to acceptance under Clause C.C.11 [*Delivery and Acceptance*].

The Supplier will refund all payments related to the rejected deliverables unless the relevant deliverables are rectified and accepted by the Customer.

If the Supplier is unable to meet the Customer's timeframe, the Customer may terminate this Contract in accordance with Clause C.C.16 [*Termination for Cause*].

Milestone Description	Contact for Delivery	Delivery Location/Email	Due Date
Commencement of work	s22(1)(a)(ii)	s22(1)(a)(ii)	11 June 2021
Delivery of final briefing for report number three	s22(1)(a)(ii)	s22(1)(a)(ii)	30 June 2022

#### C.A.2(e) Meetings

The Supplier is required to attend meetings as follows:

Meeting Type	Position Required	Frequency	Teleconference/ Onsite	Location
Status update	Managing Director	Monthly	Teleconference	n/a

#### C.A.2(f) Facilities and Assistance Offered by the Customer

Reference ID: test



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The Customer will not make any facilities or assistance available to the Supplier.

### C.A.2(g) Customer Material

The Customer will not provide any material.

### C.A.2(h) Conflicts of Interest

The Supplier has declared that it has no actual, perceived or potential conflicts of interest relevant to the performance of its obligations under this Contract.

### C.A.2(i) Public Interest Disclosure

Public officials (including service providers under a Commonwealth contract) who suspect wrongdoing within the Commonwealth public sector can raise their concerns under the *Public Interest Disclosure Act 2013* (PID Act). Prior to making a disclosure, refer to information available at: <http://www.ombudsman.gov.au/about/making-a-disclosure/information-for-disclosers>.

All Public Interest Disclosure matters (relating to this procurement) should be referred to:

Name/Position:	s22(1)(a)(ii)
Email Address:	s22(1)(a)(ii)
Telephone:	s22(1)(a)(ii)

### C.A.2(j) Complaints Handling

Any complaints relating to this procurement should be referred to:

Name/Position:	s22(1)(a)(ii)
Email Address:	s22(1)(a)(ii)
Telephone:	s22(1)(a)(ii)

**Commonwealth Contract – Services****C.A.3 Contract Price**

The maximum Contract Price inclusive of GST and all taxes and charges will not exceed **\$178,827.00** as set out below.

**Fixed Price (including all expenses)**

Due Date	Milestone Description	Total Price GST Exclusive	GST Component	Total Price GST Inclusive
11 June 2021	Commencement of work – research and discovery	\$130,000.00	\$13,000.00	\$143,000.00
1 June 2022	Delivery of report 3	\$32,570.00	\$3,257.00	\$35,827.00

**Total Fixed Price for Services \$178,827.00 GST Inclusive**

**C.A.3(a) Payment Schedule**

The Total Fixed Fees and Charges will be made as milestone payments as per the schedule listed in C.A.3

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### C.A.4 Contract Managers and Addresses for Notices

Contract Managers are responsible for issuing or accepting any written Notices under this Contract and are the contact points for general liaison.

#### C.A.4(a) Customer's Contract Manager:

The person occupying the position of: Business, Science and Technology Advisor  
Currently: s22(1)(a)(ii)  
Telephone:  
Mobile: s22(1)(a)(ii)  
Email Address: s22(1)(a)(ii)  
Postal Address: s22(1)(a)(ii)

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#### C.A.4(b) Customer's Address for Invoices:

Addressee Name/Position Title: s22(1)(a)(ii) Business, Science and Technology Advisor,  
National Foundation for Australia China Relations  
Telephone: s22(1)(a)(ii)  
Email Address: s22(1)(a)(ii)  
Postal Address: s22(1)(a)(ii)

*The Customer's preferred method of invoicing is by email.*

#### C.A.4(c) Supplier's Contract Manager:

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Name: s47F(1)  
Position Title:  
Telephone:  
Mobile: s22(1)(a)(ii)  
Email Address: s47F(1)  
Postal Address:

**C.A.4(d) Supplier's Address for Notices**

Name: s47F(1)  
Position Title:  
Email Address:  
Postal Address:



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### **C.A.5 Specified Personnel**

Not Applicable

### **C.A.6 Subcontractors**

None Specified

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### Additional Contract Terms

An executed contract will incorporate the Commonwealth Contract Terms and also the following Additional Contract Terms:

#### C.B.1 Intellectual Property

For the purposes of this clause, "Intellectual Property Rights" means all intellectual property rights which may subsist in Australia or elsewhere, whether or not they are current or future or registered or capable of being registered, including without limitation in relation to, copyright, designs, trade marks (including unregistered marks), business and company names, domain names, database, circuit layouts, patents, inventions, discoveries, know-how, trade secrets and confidential information, but excluding Moral Rights.

The Customer owns the Intellectual Property Rights in the Material created under this Contract.

To the extent the Supplier or a third party holds any Intellectual Property Rights in any existing Material, the Supplier hereby agrees to licence the Customer to enable the Customer to exercise full rights and interests in the Intellectual Property Rights in any Material provided under this Contract. The Supplier agrees to create, execute or sign any documents and perform all acts which may be necessary to allow the use of those rights by the Customer for any purpose.

The Customer grants to the Supplier a non-exclusive, non-transferable, irrevocable, royalty-free licence for this Contract Term to exercise the Intellectual Property Rights in the Material for the sole purpose of fulfilling its obligations under this Contract. The licence in this clause is subject to any conditions or limitations of third parties that the Customer notifies to the Supplier.

Intellectual Property Rights in Goods provided under this Contract or pre-existing Intellectual Property of the Supplier, set out below (if any), will not change as a result of this Contract.

#### Pre-Existing Intellectual Property of the Supplier

Not Applicable

#### C.B.2 Confidential Information of the Supplier

Not Applicable

#### C.B.3 Payment

The Customer must pay the amount of a Correctly Rendered Invoice to the Supplier within thirty (30) calendar days after receiving it, or if this day is not a business day, on the next business day.

#### C.B.4 Fraud

C.B.4.1 This clause replaces clause C.C.22.F [Fraud] of the Commonwealth Contract Terms. For the purposes of this clause, 'Fraud' means, in delivering the Goods and/or Services under the Contract, dishonestly obtaining a benefit, or causing a loss, by deception or other means, and includes suspected, alleged or attempted fraud.

C.B.4.2 The Supplier must take all reasonable steps to prevent and detect Fraud in relation to the performance of this Contract.

C.B.4.3 Subject to C.B.4.4, if the Supplier becomes aware of any Fraud, it must report the matter to the Customer in writing within five (5) business days.

C.B.4.4 If the Supplier is under a legal obligation not to report a Fraud to the Customer, but local police or other law enforcement agencies provide an exception to permit reporting, the Supplier must report a Fraud to the Customer within five (5) business days of the exception being granted.

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C.B.4.5 The Supplier must investigate all Fraud at the Supplier's expense and in accordance with any reasonable directions or standards required by the Customer. After the investigation is finished, the Supplier must promptly report full details of any Fraud to:

- (a) the Customer (unless the Supplier is under a legal obligation not to report a Fraud to the Customer); and
- (b) the local police and any other appropriate law enforcement agency in the country where the incident occurred, unless the Customer agrees otherwise in writing.

C.B.4.6 If the investigation finds Fraud by the Supplier or its officers, employees or agents, or the Supplier has failed to take reasonable steps to prevent Fraud by a subcontractor, the Supplier must, if directed by the Customer, promptly reimburse or compensate the Customer in full.

C.B.4.7 This clause is a material term of the Contract and survives the termination or expiry of the Contract.

### C.B.5 Prohibited dealings

C.B.5.1 The Supplier must ensure that it and its officers, employees, agents and subcontractors involved in delivering Goods and or Services under this Contract are not:

- (a) directly or indirectly engaged in preparing, planning, assisting or fostering a terrorist act;
- (b) listed terrorist organisations for the purposes of the Criminal Code Act 1995 (Cth) (details of listed terrorist organisations are available at: <https://www.nationalsecurity.gov.au/Listedterroristorganisations/Pages/default.aspx>);
- (c) subject to sanctions or similar measures under the Charter of the United Nations Act 1945 (Cth) or the Autonomous Sanctions Act 2011 (Cth) (details of individuals and entities are available at: <https://dfat.gov.au/international-relations/security/sanctions/Pages/consolidated-list.aspx>);
- (d) listed on the 'World Bank's Listing of Ineligible Firms and Individuals' posted at: <http://www.worldbank.org/en/projects-operations/procurement/debarred-firms>;
- (e) owned, controlled by, acting on behalf of, or at the direction of persons, or entities referred to in clauses C.B.5.1(a) to C.B.5.1(d) above; or
- (f) providing direct or indirect support, resources or assets (including any grant monies) to persons or entities referred to in clauses C.B.5.1(a) to C.B.5.1(e) above.

C.B.5.2 Where the Supplier becomes aware that there are reasonable grounds to suspect it or any of its officers, employees, agents and subcontractors has or may have contravened any part of clause C.B.5, the Supplier must:

- (a) notify the Customer and confirm that information in writing as soon as possible, which must be no later than within 24 hours;
- (b) immediately take all reasonable action to mitigate the risks; and
- (c) take any other action reasonably required by the Customer.

C.B.5.3 The Supplier must ensure that any subcontract entered into by the Supplier for the purposes of fulfilling its obligations under this Contract imposes on the Subcontractor the same obligations that the Supplier has under this clause C.B.5.

C.B.5.4 This clause is a material term of the Contract and survives the termination or expiry of the Contract.

### C.B.6 Anti-corruption

C.B.6.1 The Supplier warrants that the Supplier, its officers, employees, agents and subcontractors have not made or caused to be made, or received or sought to receive, any offer, gift or payment,



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consideration or benefit of any kind, which would or could be construed as an illegal or corrupt practice, either directly or indirectly to any party, as an inducement or reward in relation to the execution or performance of the Contract.

C.B.6.2 The Supplier must not, and must ensure that its officers, employees, agents and subcontractors, do not:

- (a) make or cause to be made, or receive or seek to receive, any offer, gift or payment, consideration or benefit of any kind, which would or could be construed as an illegal or corrupt practice, either directly or indirectly to any party, as an inducement or reward in relation to the performance of the Contract; and/or
- (b) engage in any practice that could constitute the Australian offence of bribing a foreign public official in relation to the performance of the Contract.

C.B.6.3 If the Supplier becomes aware of any practice, as described in C.B.6.2 (a) or (b), then it must report the matter to the Customer within five (5) business days.

C.B.6.4 This clause is a material term of the Contract and survives the termination or expiry of the Contract.

### C.B.7 Child Protection

C.B.7.1 The Supplier must comply, and must ensure that its officers, employees, agents and subcontractors comply with the Department of Foreign Affairs and Trade's Child Protection Policy, accessible at <http://www.dfat.gov.au/childprotection/>.

C.B.7.2 The Customer may conduct a review of the Supplier's compliance with the Child Protection Policy. The Customer will give reasonable notice to the Supplier and the Supplier must participate co-operatively in any such review.

C.B.7.3 If the Customer finds that the Supplier has failed to comply with the Child Protection Policy, the Supplier must promptly, and at the cost of the Supplier, take such actions as are required to ensure compliance with the Child Protection Policy.

C.B.7.4 If an individual, the Supplier must sign and return to the Customer the Child Protection Professional Behaviours at Attachment B to the Child Protection Policy.

C.B.7.5 This clause is a material term of the Contract and survives the termination or expiry of the Contract.

### C.B.8 Preventing Sexual Exploitation Abuse and Harassment

C.B.8.1 The Supplier must comply, and must ensure that its officers, employees, agents and subcontractors comply with the Department of Foreign Affairs and Trade's Preventing Sexual Exploitation Abuse and Harassment Policy, accessible at <https://dfat.gov.au/international-relations/themes/preventing-sexual-exploitation-abuse-and-harassment/Pages/default.aspx>

C.B.8.2 The Customer may conduct a review of the Supplier's compliance with the Preventing Sexual Exploitation, Abuse and Harassment Policy. The Customer will give reasonable notice to the Supplier and the Supplier must participate co-operatively in any such review.

C.B.8.3 If the Customer finds that the Supplier has failed to comply with the Preventing Sexual Exploitation, Abuse and Harassment Policy, the Supplier must promptly, and at the cost of the Supplier, take such actions as are required to ensure compliance with the Preventing Sexual Exploitation Abuse and Harassment Policy.

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C.B.8.4 This clause is a material term of the Contract and survives the termination or expiry of the Contract.

### C.B.9 Additional Terms

C.B.9.1 The Supplier warrants that goods and services provided, or to be provided, will be free of any third party influence. The Supplier must disclose to the Commonwealth promptly, and whenever requested by the Commonwealth, details of any third party seeking to influence the goods and services provided.

C.B.9.2 The Supplier should note that persons who undertake, or who have an arrangement to undertake certain activities on behalf of a foreign principal for the purpose of political or governmental influence are required to register under the Foreign Influence Transparency Scheme Act 2018 (Cth). It is an offence to not register if you are required to do so, and penalties apply. Further information about the scheme is accessible at [www.ag.gov.au/transparency](http://www.ag.gov.au/transparency).

C.B.9.3 The Supplier must promptly notify in writing and fully disclose to the Commonwealth any event or occurrence actual or threatened which may materially affect the Supplier's reputation or its ability to perform any of its obligations under this contract or to its business operations generally, including:

- (a) a change in the Supplier's ownership both legal or beneficial;
- (b) a change in the governing board of the Supplier's including, directors, partners (if a partnership);
- (c) a change in the senior management of the Supplier, including to its Chief Executive Officer, Chief Operating Officer; Chief Financial Officer or equivalent positions;
- (d) a change in the overall direction of the Supplier's business operations; or
- (e) an adoption, change, alignment or otherwise involvement with any political organisations or foreign government entities in the activities of the Supplier not previously disclosed to the Commonwealth.

C.B.9.4 The Commonwealth is prohibited from seeking to benefit from supplier practices that are dishonest, unethical or unsafe. Consequently, and without limiting any other obligation in this contract, the Supplier must not engage in any exploitative labour practice (including slavery, forced labour and human trafficking) regardless of whether or not that practice is unlawful in the relevant location. For the purpose of this, a 'modern slavery statement' is given the meaning in the Modern Slavery Act 2018 (Cth) as amended from time to time. Without limiting the Supplier's obligations under this agreement, where applicable, the Supplier must register a modern slavery statement in accordance with the Modern Slavery Act 2018 (Cth).



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### C.C.1 Background:

The Customer requires the provision of certain Goods and/or Services. The Supplier has fully informed itself on all aspects of the Customer's requirements and has responded representing that it is able to meet the Statement of Requirement.

Some terms used in these *Commonwealth Contract Terms* have been given a special meaning. Their meanings are set out either in the *Commonwealth Contracting Suite Glossary* or in the relevant *Commonwealth Contract*.

### C.C.2 Relationship of the Parties:

Neither party is the employee, agent, officer or partner of the other party nor, by virtue of this Contract, authorised to bind or represent the other party.

The Supplier must ensure that its officers, employees, agents or Subcontractors do not represent themselves as being an officer, employee, partner or agent of the Customer.

In all dealings related to the Contract, the parties agree to:

- (a) communicate openly with each other and cooperate in achieving the contractual objectives; and
- (b) act honestly and ethically; and
- (c) comply with reasonable commercial standards of fair conduct; and
- (d) consult, cooperate and coordinate activities to identify and address any overlapping work health and safety responsibilities aimed at ensuring the health and safety of workers and workplaces; and
- (e) comply with all reasonable directions and procedures relating to work health and safety, record keeping and security in operation at each other's premises or facilities whether specifically informed or as might reasonably be inferred from the circumstances.

### C.C.3 Conflict of Interest:

The Supplier has either declared any real or perceived conflicts of interest that might arise; or states that no conflicts of interest exist, or are anticipated, relevant to the performance of its obligations under the Contract.

If any conflict or potential conflict arises during the Contract Term, the Supplier will immediately notify the Customer and comply with any reasonable Notice given to the Supplier by the Customer in relation to the conflict. As soon as practicable, any verbal advice must be followed by written confirmation.

### C.C.4 Precedence of Documents:

The Contract is comprised of:

- (a) *Additional Contract Terms* (if any);
- (b) *Statement of Work*;
- (c) *Commonwealth Contract Terms*;
- (d) *Commonwealth Contracting Suite Glossary*; and
- (e) *Contract Annex 1 – Supplementary information* (if any),

unless otherwise agreed in writing between the parties.

If there is ambiguity or inconsistency between documents comprising the Contract, the document appearing higher in the list will have precedence.

The Contract may be signed and dated by the parties on separate, but identical, copies. All signed copies constitute one (1) Contract.

### C.C.5 Governing Law:

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

### C.C.6 Entire Agreement:

The Contract represents the Parties' entire agreement in relation to the subject matter, at the time this Contract was entered.

Anything that occurred before the making of this Contract shall be disregarded (unless incorporated into the Contract in writing). However, the Supplier represents that the claims made in its Response to the ATM were correct when made and remain correct.

The Parties agree that no agreement or understanding varying or extending the Contract will be legally binding upon either Party unless in writing and agreed by both Parties.

If either Party does not exercise (or delays in exercising) any of its contractual rights, that failure or delay will not prejudice those rights.

### C.C.7 Survival:

All Additional Contract Terms (if any), plus Clauses C.C.14 [*Liability of the Supplier*], C.C.17 [*Supplier Payments*], C.C.20 [*Transition Out*], C.C.22 [*Compliance with Commonwealth Laws and Policies*], C.C.22(A) [*Access to Supplier's Premises and Records*], C.C.22(F) [*Fraud*] survive termination or expiry of the Contract.

### C.C.8 Notices:

A Notice is deemed to be effected:

- (a) if delivered by hand - upon delivery to the relevant address;
- (b) if sent by registered post - upon delivery to the relevant address; or
- (c) if transmitted electronically - upon actual delivery as evidenced by an acknowledgement of receipt from the recipient's system by any means (including by means of delivery receipt).

A Notice received after 5.00 pm, or on a day that is not a working day in the place of receipt, is deemed to be effected on the next working day in that place.

### C.C.9 Assignment:

The Supplier may not assign any rights under the Contract without the Customer's written consent. To seek consent, the Supplier must provide the Customer with a Notice, which includes full details of the proposed assignee and the rights the Supplier proposes to assign.

To decline consent, the Customer must provide a Notice to the Supplier, setting out its reasons, within twenty-eight (28) calendar days of receiving the Notice seeking consent. Otherwise, the Customer is taken to have consented.

### C.C.10 Subcontracting:

Subcontracting any part of, or the entire Supplier's obligations under the Contract, will not relieve the Supplier from any of its obligations under the Contract.

The Supplier must ensure that Subcontractors specified in Item C.A.6 [*Subcontractors*] (if any) perform that part of the Services Specified in that item. Unless otherwise agreed by the Customer (in writing) the Supplier must not subcontract any part of its obligations under the Contract other than to Subcontractors named in Item C.A.6. The Supplier must ensure that specified Subcontractors (if any) are not replaced without the prior written consent of the Customer. The Customer's written consent will not be unreasonably withheld.

At the Customer's request, the Supplier, at no additional cost to the Customer, must promptly remove from involvement in the Contract any Subcontractor that the Customer reasonably considers should be removed.



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The Supplier must make available to the Customer the details of all Subcontractors engaged to provide the Goods and/or Services under the Contract. The Supplier acknowledges that the Customer may be required to publicly disclose such information.

The Supplier must ensure that any subcontract entered into by the Supplier, for the purpose of fulfilling the Supplier's obligations under the Contract, imposes on the Subcontractor the same obligations that the Supplier has under the Contract (including this requirement in relation to subcontracts).

### C.C.11 Delivery and Acceptance:

The Supplier must provide the Goods and/or Services as specified in the *Statement of Work* and meet any requirements and standard specified in the *Statement of Work*.

The Supplier must promptly notify the Customer if the Supplier becomes aware that it will be unable to provide all or part of the Goods and/or Services specified in the *Statement of Work* and advise the Customer when it will be able to so.

Any Goods must be delivered free from any security interest. Unless otherwise stated in the Contract, Goods must be new and unused. Any Services must be provided to the higher of the standard that would be expected of an experienced, professional supplier of similar services and any standard specified in the *Statement of Work*.

The Customer may reject the Goods and/or Services within fourteen (14) calendar days after delivery or such longer period specified in the Contract at Item C.A.2(d) [*Delivery and Acceptance*], if the Goods and/or Services do not comply with the requirements of the Contract ("Acceptance Period").

If during the Acceptance Period circumstances outside the Customer's reasonable control cause a delay in the Customer's evaluation of the compliance of the Goods and/or Services with the Contract, the Customer may give the Supplier a Notice before the end of the original Acceptance Period, setting out the reason for the delay and the revised Acceptance Period date (which must be reasonable having regard to the circumstances causing the delay).

If the Customer does not notify the Supplier of rejection within the Acceptance Period (as extended if applicable), the Customer will be taken to have accepted the Goods and/or Services, though the Customer may accept the Goods and/or Services sooner. Title to Goods transfers to the Customer only on acceptance.

If the Customer rejects the Goods and/or Services, the Customer must issue a Notice clearly stating the reason for rejection and the remedy the Customer requires. No payment will be due for rejected Goods and/or Services until their acceptance.

### C.C.12 Licences Approvals and Warranties:

At no cost to the Customer, the Supplier must obtain and maintain all Intellectual Property Rights, licences or other approvals required for the lawful provision of the Goods and/or Services and arrange any necessary customs entry for any Goods.

The Supplier must provide the Customer with all relevant third Party warranties in respect of Goods. If the Supplier is a manufacturer, the Supplier must provide the Customer with all standard manufacturer's warranties in respect of the Goods it has manufactured and supplied.

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

### C.C.13 Specified Personnel:

The Supplier must ensure that the Specified Personnel set out in Item C.A.5 (*Specified Personnel*) (if any) perform the part of the Services specified in that item. The Supplier must ensure that Specified Personnel (if any) are not replaced without the prior written consent of the Customer. The Customer's written consent will not be unreasonably withheld.

At the Customer's reasonable request, the Supplier, at no additional cost to the Customer, must as soon as reasonably practicable replace any Specified Personnel that the Customer reasonably considers:

- (a) is not performing the Supplier's obligations under the Contract to the standard or within the timeframe reasonably required by the Customer;
  - (b) is not a fit and proper person; or
  - (c) is not suitably qualified to perform the Services.
- Any Specified Personnel must be replaced with personnel that are acceptable to the Customer.

### C.C.14 Liability of the Supplier:

The Supplier will indemnify the Customer and its officials against any claim, loss or damage arising in connection with any negligent or wilful breach of the Supplier's obligations or representations under the Contract.

The Supplier's obligation to indemnify the Customer and its officials will reduce proportionally to the extent that any act or omission, on the part of the Customer or its officials contributed to the claim, loss or damage.

The Supplier's liability under this clause shall not exceed the maximum applicable amount that applies to the claim loss or damage under a scheme operating under Schedule 4 of the *Civil Law (Wrongs) Act 2002* (ACT), or any corresponding State, Territory or Commonwealth legislation, that limits the civil liability of members of particular professions arising from the performance of their professional services, where the Supplier is a member of that scheme, and where that scheme applies to the Goods and/or Services delivered under the Contract.

The Supplier will maintain adequate insurances for the Contract and provide the Customer with proof when reasonably requested.

### C.C.15 Termination or Reduction for Convenience:

In addition to any other rights either party has under the Contract,

- (a) the Customer acting in good faith, may at any time; or
- (b) the Supplier, acting in good faith, may notify that it wishes to, terminate the Contract or reduce the scope or quantity of the Goods and/or Services by providing a Notice to the other Party.

If the Supplier issues a Notice under this clause, the Supplier must comply with any reasonable directions given by the Customer. The Contract will terminate, or the scope will be reduced in accordance with the Notice, when the Supplier has complied with all of those directions.

If the Customer issues a Notice under this clause, the Supplier must stop or reduce work in accordance with the Notice and comply with any reasonable directions given by the Customer.



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In either case, the Supplier must mitigate all loss and expenses in connection with the termination or reduction in scope (including the costs of its compliance with any directions). The Customer will pay the Supplier for Goods and/or Services accepted in accordance with clause C.C.11 [Delivery and Acceptance] and item C.A.2(d) [Delivery and Acceptance] before the effective date of termination or reduction.

If the Customer issues a Notice under this clause, the Customer will also pay the Supplier for any reasonable costs the Supplier incurs that are directly attributable to the termination or reduction, provided the Supplier substantiates these costs to the satisfaction of the Customer.

Under no circumstances will the total of all payments to the Supplier exceed the Contract Price. The Supplier will not be entitled to loss of anticipated profit for any part of the Contract not performed.

### C.C.16 Termination for Cause:

The Customer may issue a Notice to immediately terminate or reduce the scope of the Contract if:

- (a) the Supplier does not deliver the Goods and/or Services as specified in the Contract, or notifies the Customer that the Supplier will be unable to deliver the Goods and/or Services as specified in the Contract;
- (b) the Customer rejects the Goods and/or Services in accordance with clause C.C.11 [Delivery and Acceptance] and the Goods and/or Services are not remedied as required by the Notice of rejection;
- (c) the Supplier breaches a material term of the Contract and the breach is not capable of remedy;
- (d) the Supplier does not remediate a material breach of the Contract which is capable of remediation within the period specified by the Customer in a Notice of default issued to the Supplier; or
- (e) subject to the Customer complying with any requirements in the *Corporations Act 2001* (Cth), the Supplier:
  - (i) is unable to pay all its debts when they become due;
  - (ii) if incorporated – has a liquidator, receiver, administrator or other controller appointed or an equivalent appointment is made under legislation other than the *Corporations Act 2001* (Cth); or
  - (iii) if an individual – becomes bankrupt or enters into an arrangement under *Part IX* or *Part X* of the *Bankruptcy Act 1966* (Cth).

Termination of the Contract under this clause does not change the Customer's obligation to pay any Correctly Rendered Invoice.

### C.C.17 Supplier Payments:

If the Supplier is required to submit an invoice to trigger payment, the invoice must be a Correctly Rendered Invoice.

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

Payment of any invoice is payment on account only, and does not substantiate performance of the Contract.

If the Supplier owes any amount to the Customer in connection with the Contract, the Customer may offset that amount, or part of it, against its obligation to pay any Correctly Rendered Invoice.

### C.C.18 Dispute Resolution:

For any dispute arising under the Contract both the Supplier and the Customer agree to comply with (a) to (d) of this clause sequentially:

- (a) both Contract Managers will try to settle the dispute by direct negotiation;
- (b) if unresolved, the Contract Manager claiming that there is a dispute will give the other Contract Manager a Notice setting out details of the dispute and proposing a solution;
- (c) if the proposed solution is not accepted by the other Contract Manager within five (5) business days, each Contract Manager will nominate a more senior representative, who has not had prior direct involvement in the dispute. These representatives will try to settle the dispute by direct negotiation;
- (d) failing settlement within a further ten (10) business days, the Customer will, without delay, refer the dispute to an appropriately qualified mediator selected by the Customer or, at the Customer's discretion, to the chairperson of an accredited mediation organisation to appoint a mediator, for mediation to commence within fifteen (15) business days of the request.

Representatives for the Supplier and the Customer must attend the mediation. The nominated representatives must have the authority to bind the relevant party and act in good faith to genuinely attempt to resolve the dispute.

The Customer and the Supplier will each bear their own costs for dispute resolution. The Customer will bear the costs of a mediator.

If the dispute is not resolved within thirty (30) business days after mediation commences, either the Supplier or the Customer may commence legal proceedings.

Despite the existence of a dispute, the Supplier will (unless requested in writing by the Customer not to do so) continue their performance under the Contract.

This procedure for dispute resolution does not apply to action relating to clause C.C.16 [Termination for Cause] or to legal proceedings for urgent interlocutory relief.

### C.C.19 Transition In:

The Supplier must perform all tasks reasonably required to facilitate the smooth transition of the provision of the Goods and/or Services from any outgoing supplier to the Supplier.

### C.C.20 Transition Out:

If the Contract expires or is terminated under clause C.C.16 [Termination for Cause] the Supplier must comply with any reasonable directions given by the Customer in order to facilitate the smooth transition of the provision of the Goods and/or Services to the Customer or to another supplier nominated by the Customer.

### C.C.21 Compliance with Laws:

The Supplier must comply with, and ensure its officers, employees, agents and subcontractors comply with the laws from time to time in force in any jurisdiction in which any part of the Contract is performed.



## Commonwealth Contract – Services

## Commonwealth Contract Terms

**C.C.22 Compliance with Commonwealth Laws and Policies:**

The Supplier must comply with, and ensure its officers, employees, agents and subcontractors comply with all Commonwealth laws and policies relevant to the Goods and/or Services and must provide such reports and other information regarding compliance as reasonably requested by the Customer or as otherwise required by a relevant law or policy.

If the Supplier becomes aware of any actual or suspected breach of the requirements set out in clauses A to G below, it must:

- (a) immediately report it to the Customer and provide a written report on the matter within five (5) business days; and
- (b) comply with any reasonable directions by the Customer in relation to any investigation or further reporting of the actual or suspected breach.

**A. Access to Supplier's Premises and Records:** The Supplier must maintain proper business and accounting records relating to the supply of the Goods and/or Services and performance of the Contract.

The Supplier agrees to provide to the Customer, or its nominee, access to the Supplier's, or its Subcontractor's premises, personnel, documents and other records, and all assistance reasonably requested, for any purpose associated with the Contract or any review of the Supplier's or the Customer's performance under the Contract, including (but not limited to) in connection with a request made under the *Freedom of Information Act 1982* (Cth) or audit or review by the Australian National Audit Office. Unless the access is required for the purpose of a criminal investigation into the Supplier, its employees or subcontractors, the Customer will reimburse the Supplier's substantiated reasonable cost for complying with the Customer's request.

The Supplier must not transfer, or permit the transfer of, custody or ownership, or allow the destruction, of any Commonwealth record (as defined in the *Archives Act 1983* (Cth)) without the prior written consent of the Customer. All Commonwealth records, including any held by Subcontractors, must be returned to the Customer at the conclusion of the Contract.

**B. Privacy Act 1988 (Cth) Requirements:** In providing the Goods and/or Services, the Supplier agrees to comply, and to ensure that its officers, employees, agents and subcontractors comply with the *Privacy Act 1988* (Cth) and not to do anything, which if done by the Customer would breach an Australian Privacy Principle as defined in that Act.**C. Confidential Information:** Other than information available in the public domain, the Supplier agrees not to disclose to any person, other than the Customer, any confidential information relating to the Contract or the Goods and/or Services, without prior written approval from the Customer. This obligation will not be breached where the Supplier is required by law or a stock exchange to disclose the relevant information or where the relevant information is publicly available (other than through breach of a confidentiality or non-disclosure obligation).

The Customer may at any time require the Supplier to arrange for its employees, agents or subcontractors to give a written undertaking relating to nondisclosure of the Customer's confidential information in a form acceptable to the Customer.

The Customer will keep any information in connection with the Contract confidential to the extent it has agreed in writing to keep such specified information confidential. The Customer will not be in breach of any confidentiality agreement if the Customer is required to disclose the information by law, a Minister or a House or Committee of Parliament.

**D. Security and Safety:** When accessing any Commonwealth place, area or facility, the Supplier must comply with any security and safety requirements notified to the Supplier by the Customer or of which the Supplier is, or should reasonably be aware. The Supplier must ensure that its officers, employees, agents and subcontractors are aware of, and comply with, such security and safety requirements.

The Supplier must ensure that all information, material and property provided by the Customer for the purposes of the Contract is protected at all times from unauthorised access, use by a third party, misuse, damage and destruction and is returned as directed by the Customer.

The Supplier acknowledges that unauthorised disclosure of security-classified information is an offence. Legislation (including, but not limited to, the *Criminal Code Act 1995* (Cth)) contains provisions relating to the protection of certain information and sets out the penalties for the unauthorised disclosure of that information.

**E. Criminal Code:** The Supplier acknowledges that the giving of false or misleading information to the Commonwealth is a serious offence under section 137.1 of the schedule to the *Criminal Code Act 1995* (Cth). The Supplier must ensure that any subcontractor engaged in connection with the Contract is aware of the information contained in this clause.**F. Fraud:** For the purposes of this clause, Fraud means dishonestly obtaining a benefit from the Commonwealth or causing a loss to the Commonwealth by deception or other means.

The Supplier must take all reasonable steps to prevent and detect Fraud in relation to the performance of this Contract. The Supplier acknowledges the occurrence of Fraud will constitute a breach of this Contract.

If an investigation finds that the Supplier or its employees have committed Fraud, or the Supplier has failed to take reasonable steps to prevent Fraud by an employee or subcontractor, the Supplier must reimburse or compensate the Customer in full.

**G. Taxation:** The Supplier agrees to comply, and to require its subcontractors to comply, with all applicable laws relating to taxation.

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## Commonwealth Contract – Services

### Commonwealth Contracting Suite (CCS) Glossary

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#### In the Commonwealth Contracting Suite:

A reference to:

- a) a clause in the form A.A.[x] – is a reference to a clause of the **Approach to Market**;
- b) a clause in the form A.B.[x] – is a reference to a clause of the **Commonwealth ATM Terms**;
- c) an item in the form C.A.[x] – is a reference to an item in the **Statement of Work**;
- d) a clause in the form C.B.[x] – is a reference to a clause in the **Additional Contract Terms**;
- e) a clause in the form C.C.[x] – is a reference to a clause of the **Commonwealth Contract Terms** or the **Commonwealth Purchase Order Terms**, as the case may be.

**“Additional Contract Terms”** means the terms and conditions set out in the section of the Contract with the heading ‘Additional Contract Terms’.

**“Approach to Market or ATM”** means the notice inviting potential suppliers to participate in the procurement.

**“Closing Time”** means the closing time specified in clause A.A.1 [*Key Events and Dates*].

**“Contract”** means the documentation specified in clause C.C.4 [*Precedence of Documents*].

**“Contract Extension Option”** means an option of a Customer to extend the term of a Contract for one or more additional time periods.

**“Contract Manager”** means the contract manager for the Customer and/or Supplier (as relevant) specified in the Contract.

**“Contract Price”** means the total contract price specified in the Contract, including any GST component payable, but does not include any simple interest payable on late payments.

**“Correctly Rendered Invoice”** means an invoice that:

- a) is correctly addressed and calculated in accordance with the Contract;
- b) relates only to Goods and/or Services that have been accepted by the Customer in accordance with the Contract;
- c) includes any purchase order number, and the name and phone number of the Customer’s Contract Manager;
- d) is for an amount which, together with all previously Correctly Rendered Invoices, does not exceed the Contract Price; and
- e) is a valid tax invoice in accordance with the GST Act.

**“Customer”** means a party specified in a Contract as a Customer.

**“Delivery and Acceptance”** means the process by which Goods and/or Services are delivered to a Customer and accepted by the Customer as meeting the terms specified in the Contract.

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

**“Goods and/or Services”** means:

- a) the Goods, Services, or Goods and Services and any Material specified in the Contract; and
- b) all such incidental Goods and Services that are reasonably required to achieve the purposes of the Customer as specified in the Contract.

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

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

**“Intellectual Property Rights”** means all intellectual property rights which may subsist in Australia or elsewhere, whether or not they are registered or capable of being registered.



## Commonwealth Contract – Services

### Commonwealth Contracting Suite (CCS) Glossary

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**“Material”** means any material brought into existence as a part of, or for the purpose of producing the Goods and/or Services, and includes but is not limited to documents, equipment, information or data stored by any means.

**“Moral Rights”** means the rights in *Part IX of the Copyright Act 1968 (Cth)*, including the right of attribution, the right against false attribution and the right of integrity.

**“Notice”** means an official notice or communication under the Contract in writing, from one Contract Manager and delivered to the other Contract Manager, at the postal address, or email address, or facsimile number set out in the Contract or as notified from time to time.

**“Requirement”** means the description of the Goods and Services described in:

- a) for the purposes of the Commonwealth ATM Terms the section of the Approach to Market with the heading ‘Requirement’;
- b) for the purposes of the Commonwealth Contract Terms the section of the Statement of Work with the heading ‘Requirement’;
- c) for the purposes of the Commonwealth Purchase Order Terms the document setting out the Goods and/or Services.

**“Specified Personnel”** means the personnel specified in the Contract or such other personnel who are accepted by the Customer in accordance with clause C.C-13 [*Specified Personnel*].

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**“Statement of Requirement”** means the section of the Approach to Market with the heading ‘Statement of Requirement’.

**“Statement of Work”** means the section of the Contract, as the case may be, with the heading ‘Statement of Work’.

**“Supplier”** means a party specified in a Contract as a Supplier.

## Commonwealth Contract – Services

## Contract Signing Page

The Parties agree that by signing this Commonwealth Contract – Services, they enter into a Contract comprising:

- a) Additional Contract Terms (if any);
- b) Statement of Work;
- c) Commonwealth Contract Terms;
- d) Commonwealth Contracting Suite Glossary; and
- e) Contract Annex 1 – Supplementary Information (if any).

EXECUTED as an Agreement

Signed for and on behalf of the **Commonwealth of Australia** as represented by Department of Foreign Affairs and Trade

ABN 47 065 634 525 by its duly authorised delegate in the presence of

Signature of witness  
s22(1)(a)(ii)

Signature of delegate  
s47F(1)

Name of witness (*print*)  
s22(1)(a)(ii)

Name of delegate (*print*)

GARETH WILLIAMS

Position of delegate (*print*)

DEPUTY CEO NATIONAL FOUNDATION FOR  
AUSTRALIA - CHINA RELATIONS

Date:

10 JUNE 2021

Executed by ABN 62 079 890 814 in accordance with Section 127 of the Corporations Act 2001

Signature of director  
s47F(1)

Signature of company secretary  
s47F(1)

Name of director

s47F(1)

Name company secretary

s47F(1)

Date 9 June 2021