

SCHEDULE 3 OFFICIAL ORDER

Official Order number CD008776

1. Context

This Official Order is issued and agreed pursuant to and subject to the terms and conditions of the Deed between and McKinsey Pacific Rim dated 11 November 2015.

2. Ordered Services

The APS review secretariat, within the Department of the Prime Minister and Cabinet are seeking to engage the professional services of McKinsey to deliver business advisory services as per their proposal provided 21 December 2018, including:

- Build a robust fact base – Under direction of the Independent Review of the APS secretariat, test and refine the evidence base for potential areas for reform, for the Panel's consideration and further direction in early February. Following direction from the panel, this work will continue to mid-March.
- Assess current state of the APS and identify shifts over time – Using data provided by the secretariat, utilise their proprietary Future of Work (FoW) analytical model to understand likely growing/declining job categories and implications for future skills needs.
- Maximise the impact of the secretariats work – Support other activities of the secretariat in stakeholder management, including testing of reform priorities and assessing transformation readiness.
- Provide international experience – Drawing on their network of expertise provide access to insights and knowledge related to public sector transformation.

3. Policies, Standards and Guidelines

The Supplier must ensure that requested documents provided by the Supplier as part of the Services comply with the Web Content Accessibility Guidelines 2.0 as developed by the World Wide Web Consortium (WC3) and endorsed by the Commonwealth's Web Accessibility National Transition Strategy.

4. Required Contract Material

The Supplier will be required to:

Work collaboratively in a cross-disciplinary team, utilising the APS review secretariat's project management and planning approaches, to develop a joint work plan.

Draw on existing data sources and international experience to provide an integrated evidence base.

Provide data analytics capability to combine the evidence base the suppliers proprietary benchmarks and research.

Any products produced for publication online must comply with the stated policies, standards and guidelines.

5. Commencement and Time frame

Contract Commencement Date:

The Parties acknowledge that the Supplier commenced undertaking the Services on 17 December 2018. The Parties agree that the terms of the Work Order and Deed of Standing Offer apply on and from that date.


Time frame:

Phase 2 will conclude on 28 January 2019. Consistent with the proposal and risk treatment strategy, a mid-point review will be undertaken to assess whether there is value in proceeding with Phase 3.

If a decision to proceed with Phase 3 is taken, it is expected that the work will conclude on 15 March 2019.

6. Specified Personnel

s.47F(1)



7. Fees, allowances and costs

Total Cost \$1,425,600 (incl. GST)

s 47G(1)



s 47G(1)

8. Existing Material

None specified

9. Commonwealth Material

None specified

10. Security and privacy

None specified

11. Service Provider's Confidential Information

(a) Contract Provisions/Schedules/Attachments

Item	Period of Confidentiality
'none specified'	

(b) Contract-related material

Item	Period of Confidentiality
'none specified'	

12. Special Conditions

Condition	Clause of Deed Affected (if any)
<p>1. Limitation of Liability:</p> <p>1.1 Subject to clause 1.2 below, the liability of the Service Provider in respect of each occurrence giving rise to a cause of action under clause 5.2.1 of the Deed of Standing Offer shall be limited to the lesser of \$20 million or 10 times the fees payable under the Official Order.</p> <p>1.2 The limitation of the liability of the Service Provider in clause 1.1</p>	5.2

<p>above does not apply in relation to liability for:</p> <ul style="list-style-type: none"> (a) personal injury, including sickness or death; (b) loss of, or damage to, tangible property; (c) infringement of Intellectual Property Rights; (d) a breach of any obligation relating to confidentiality, security, protection of personal information or privacy; or (f) unlawful or illegal acts or conduct. <p>1.3 For the purposes of clause 1.1 above "occurrence" means either a single occurrence or a series of occurrences if these are linked or occur in connection with one another from one original cause as the case may be. The date of the occurrence in the case where there are a series of linked or connected occurrences shall be the date in which the first occurrence in the series of linked or connected occurrences took place.</p>	
<p>2. Licence to use Intellectual Property:</p> <p>2.1 <i>In this Special Condition 2, Service Provider Developed Material means the Intellectual Property (which might include knowledge of business principles, analytical concepts, approaches, methodologies, models, processes, formats and ideas) in that part of the Contract Material which were created or developed by the Service Provider in the course of performing the services.</i></p> <p>2.2 <i>Subject to clause 4 of the Contract Terms and Conditions and clause 2.3 of this Special Condition, the Department grants to the Service Provider a permanent, irrevocable, royalty-free, worldwide, non-exclusive licence (including a right of sub-licence) to use, reproduce, publish, and communicate the</i></p>	<p>4</p>

<p><i>Service Provider Developed Material.</i></p> <p>2.3 <i>The licence granted to the Service provider in cluse 2.2 of this Special Condition does not extend to Service Provider Developed Material to the extent that it contains any information that:</i></p> <p><i>(a) was at any time disclosed by any person (whether in writing or orally) to the Service Provider in performing the Services, that:</i></p> <p><i>(i) is by its nature confidential;</i></p> <p><i>(ii) is designated, or marked, or stipulated as confidential; or</i></p> <p><i>(iii) the Service Provider knows or ought to know is confidential; or</i></p> <p><i>(b) has not been de-identified to the extent that it is not reasonably possible for a third party to know or deduce that the relevant Service Provider Developed Material was developed for, or relates to, the Department or any third party involved in project</i></p> <p><i>unless in each case the Service Provider has obtained prior written consent from the Department for the relevant use or disclosure.</i></p>	
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Signed for and on behalf of the Commonwealth of Australia, represented by:

Will Story

PM&C Representative
s.22(1)(a)(ii)

Signature

15/01/19

Date

Signed for and on behalf of the Service Provider by:
s.47F(1)

Service Provider's Representative
s.47F(1)

✓ 15/01/19

Date