

Prime Minister and Cabinet	National Australia Day Council Limited (Board)
Prime Minister and Cabinet	National Australia Day Council Limited (Board)
Prime Minister and Cabinet	National Australia Day Council Limited (Board)

150	Robert Isaacs	Dr.
150	Stepan Kerkyasharian	Dr.
150	Richard Rolfe	Mr.

Robert	Isaacs	AM, OAM
Stepan	Kerkyasharian	AO
Richard	Rolfe	OAM

Director/Non-Executive Director	9/10/2019
Deputy Chair	16/10/2019
Director/Non-Executive Director	4/05/2016

0	15/05/2020	31/03/2022
0	27/08/2021	31/03/2022
2	15/05/2020	31/03/2022

0	6437
0	0
0	0

0		WA
409		NSW
409		ACT

Male	No	No
Male	No	Yes
Male	No	Yes



	No	Ministerial
Department of the Prime Minister and Cabinet	No	Ministerial
Department of the Prime Minister and Cabinet	No	Ministerial

Minister, Prime Minister or Cabinet	Between 3 and 6 months
Minister, Prime Minister or Cabinet	Between 3 and 6 months
Minister, Prime Minister or Cabinet	Between 3 and 6 months

	Department of the Prime Minister and Cabinet	Government Division
	Department of the Prime Minister and Cabinet	Government Division

25/05/2021	160	Tim Ayres
25/05/2021	161	Tim Ayres

National Australia Day Council review - AusTender notice

National Australia Day Council review - scoping document

Senator AYRES: Did the government announce the review, or is there a media statement about the review?

Mr Rush: No, there is not.

Senator AYRES: Why is that?

Mr Rush: It's an internal review of the composition of the board of the National Australia Day Council. It's not the sort of review that I would have expected would warrant a media statement.

Senator AYRES: It was a secret review?

Mr Rush: It's not secret, no.

Senator AYRES: It's being conducted by Ms Beauchamp—that's correct?

Mr Rush: Glenys Beauchamp, the former secretary, has been engaged by the department to conduct the review, that's correct.

Senator AYRES: How much is she being paid to undertake that review?

Mr Rush: The original contract was for approximately \$24,200. However, the task has taken longer than we had expected and we anticipate that the costs will be slightly higher than that original estimate.

Senator AYRES: Is there an AusTender contract notice?

Mr Rush: I believe it is registered on AusTender, but I'd have to confirm that and take it on notice for you.

[...]

Senator AYRES: Is there anybody here

on your team who can provide us with the AusTender number?

Senator AYRES: Can you table the review's terms of reference?

Mr Rush: The best description of the objective of the review is in a letter from the minister, the Assistant Minister to the Prime Minister and Cabinet, Mr Morton, to the chair of the board of the National Australia Day Council and copied to all the other directors of the organisation. That effectively contains what might be the terms of reference for the review.

Senator AYRES: Can you table that letter for me now?

Mr Rush: I don't have a copy of the letter with me, but I'd be happy to take on notice tabling that letter. [...]

Mr Rush: As I said, there is no document called 'terms of reference'. There is a contract between the department and Ms Beauchamp, which includes—

Senator WONG: Objectives.

Mr Rush: A scoping document.

Senator WONG: Okay. Can you table

Hansard	129	16/07/2021
Hansard	129-130	16/07/2021

## NATIONAL AUSTRALIA DAY COUNCIL (INC AUSTRALIA DAY)

### FACTS AND TIMELINE

- The National Australia Day Council (NADC) is a Commonwealth company within the Prime Minister and Cabinet portfolio. It is governed by a Board of Directors.
- The NADC is responsible for coordinating the celebration of Australia Day nationally and the Australian of the Year Awards.
- The Government committed \$4.219 million for the NADC's core annual 2020-21 funding plus an additional \$15.5 million for COVIDSafe Australia Day 2021 activities, managed through a grant program administered by the NADC. An additional \$11.3 million was allocated in the 2020-21 Budget to further develop the Australia Day Communications Campaign.
- A review of the composition and operations of the NADC Board was conducted in April 2021 to help inform future appointments to the Board, noting it is currently carrying several vacancies.

Date	Action
24 March 2021	PM&C provided a draft proposal for a review of the NADC Board's operations and composition in light of vacancies to Assistant Minister Morton's office for consideration
30 March 2021	Assistant Minister Morton wrote to the NADC Board Chair and Directors informing them of the review
1 April 2021	PM&C provided a scoping document to Ms Glenys Beauchamp PSM at Proximity Consulting
7 April 2021	Proximity provided a quote for Ms Beauchamp to conduct the review
13 April 2021	Ms Beauchamp was engaged via limited tender to conduct the review
14 April 2021	PM&C provided Ms Beauchamp with background materials to support her in undertaking the review, including: <ul style="list-style-type: none"> <li>• NADC Constitution</li> <li>• NADC Annual Report 2019-20</li> <li>• NADC Board Membership as at 1 April 2021</li> <li>• NADC Corporate Plan 2020-2024</li> <li>• NADC Statement of Expectations – Minister to the Chair</li> <li>• NADC Statement of Intent – Chair Response</li> <li>• Key Contact List</li> </ul>
19 April 2021	Contract commencement date
30 April 2021	Contract extended to 7 May 2021 at Ms Beauchamp's request
TBC	Ms Beauchamp provided the final report to PM&C
TBC	PM&C shared the report with Assistant Minister Morton as the Minister responsible for the NADC
TBC	Assistant Minister Morton wrote to the NADC Board with the outcomes of the review



**NATIONAL AUSTRALIA DAY COUNCIL (INC AUSTRALIA DAY)**

s 22(1)(a)(ii)

- A review of the composition and operations of the NADC Board was conducted in April 2021 to help inform future appointments to the Board, noting it is currently carrying several vacancies.

**KEY QUESTIONS AND ANSWERS*****Why is the NADC Board being reviewed?***

- The intention of the review is to inform the Government's consideration of future appointments to the Board through independent, expert advice on the expertise, backgrounds and robust governance mechanisms necessary to support the Board to continue to lead and build on the successful work undertaken by the NADC for Australia Day 2020 and 2021.
- It's timely, as the Board currently carries several vacancies.
- It's also relevant that the Board had to adjust its operations over the past year to support the delivery of Australia Day activities and the Australian of the Year awards against the background of COVID-19.
- The review was commissioned by PM&C.
- Ms Glenys Beauchamp PSM, former Departmental Secretary, was contracted to conduct the review.
- All Board members and other relevant stakeholders were interviewed as part of the review.
- PM&C received the final report on XX May 2021. The report is currently being considered by Assistant Minister Morton, who is responsible for making appointments to the NADC Board following Cabinet endorsement.
- There is no connection between the review of the Board and the selection of the 2021 Australian of the Year award recipients (as reported in *The Saturday Paper* on 1 May 2021).

***How much did the review cost?***


- The original contract for the review work was \$24,200 (GST inclusive).

- On 30 April 2021, Ms Beauchamp requested an extension to the contract deadline and amount to complete the work.

***Why was the timeframe for the review so short?***

- The timeframe for the review was to ensure adequate time for consideration to make informed decisions about future appointments to vacancies on the Board.

s 22(1)(a)(ii)



## NATIONAL AUSTRALIA DAY COUNCIL (INC AUSTRALIA DAY)

### BACKGROUND

#### NADC Board

- The NADC Board (Attachment A) is appointed by the responsible Minister, the Assistant Minister to the Prime Minister and Cabinet, the Hon Ben Morton MP.
- On 13 May 2020, the Prime Minister agreed to implement new arrangements to align the expiry of the NADC Board Directors' terms of appointment on 31 March in any given year and to refresh approximately one third of its membership each year.
  - On 15 May 2020, Assistant Minister Morton re-appointed a number of Directors to align the expiry of their terms of appointment.
- Following the resignation of Ms Naseema Sparks AM from the NADC Board, on 17 September 2020, Assistant Minister Morton appointed Ms Alison Page as a Director of the Board until 31 March 2024.
- Although not specified in the NADC Constitution, long-standing practice is that the Deputy Secretary, Governance, PM&C, is appointed as a director (currently Ms Stephanie Foster).
- Assistant Minister Morton extended the term of Ms Danni Roche OAM (Chair of the Board) for three months, from 1 April 2021 until 30 June 2021.
- The term of appointment for Major General (Ret'd) Maurie McNarn AO expired on 31 March 2021. The term of appointment for Ms Robbie Sefton was due to expire on 31 March 2023, however, Ms Sefton resigned on 30 March 2021.
- The NADC Constitution requires five directors to operate and make decisions. Long-standing practice has been to maintain a Board of ten directors.
  - There are currently eight directors on the NADC Board (four women and four men).

All Director positions are part-time

s 22(1)(a)(ii)

s 22(1)(a)(ii)

**ATTACHMENTS:**

**A: NADC BOARD MEMBERSHIP AS AT 1 APRIL 2021 – UPDATED**

**B: *AUSTRALIAN CITIZENSHIP CEREMONIES CODE***

	s 22(1)(a)(ii)			
Drafting Officer:		Phone:	s 22(1)(a)(ii)	
Branch Head:	Peter Rush	Phone:		

## Attachment A – National Australia Day Council: as at April 2021

<u>NAME</u>	<u>GENDER</u>	<u>POSITION</u>	<u>FT/PT</u>	<u>STATE OF RESIDENCE</u>	<u>DATE APPOINTED</u> <i>(previous term/s in italics)</i>	<u>EXPIRY DATE</u> <i>(previous term/s in italics)</i>
<i>1. Current members:</i>						
Ms Danielle ROCHE OAM	F	Chair	PT	NSW	<b>01.04.21</b> <i>25.07.20</i> <i>25.07.17</i>	<b>30.06.21</b> <i>31.03.21</i> <i>24.07.20</i>
Ms Jane MCNAMARA	F	Director	PT	QLD	<b>20.07.20</b> <i>20.07.17</i>	<b>31.03.23</b> <i>19.07.20</i>
Mr Norman SCHUELER OAM	M	Director	PT	SA	<b>05.11.20</b> <i>05.11.17</i> <i>05.11.14</i>	<b>31.03.23</b> <i>04.11.20</i> <i>04.11.17</i>
Mr Richard ROLFE AM	M	Director	PT	ACT	<b>15.05.20</b> <i>04.05.19</i> <i>04.05.16</i>	<b>31.03.22</b> <i>15.05.20</i> <i>03.05.19</i>
Dr Robert ISAACS AM	M	Director	PT	WA	<b>15.05.20</b> <i>16.10.19</i>	<b>31.03.22</b> <i>15.05.20</i>
Dr Stepan KERKYASHARIAN AO	M	Director	PT	NSW	<b>15.05.20</b> <i>09.10.19</i>	<b>31.03.22</b> <i>15.05.20</i>
Ms Stephanie FOSTER PSM	F	Director	PT	NSW	<b>11.02.21</b> <i>15.12.20</i> <i>19.12.17</i>	<b>31.03.24</b> <i>10.02.21</i> <i>18.12.20</i>
Ms Alison PAGE	F	Director	PT	NSW	<b>17.9.20</b>	<b>31.03.24</b>

Current Gender and Geographic composition		
<i>Gender balance</i>	<i>Geographic balance</i>	
Males: 4 (50%)	NSW: 4	WA: 1
Females: 4 (50%)	VIC: 0	QLD: 1
	SA: 1	TAS: 0
	NT: 0	ACT: 1

Future Gender and Geographic composition		
<i>Gender balance</i>	<i>Geographic balance</i>	
Males: 4 (50%)	NSW: 4	WA: 1
Females: 4 (50%)	VIC: 0	QLD: 1
	SA: 1	TAS: 0
	NT: 0	ACT: 1

	Department of the Prime Minister and Cabinet	Government Division
	Department of the Prime Minister and Cabinet	Government Division

25/05/2021	160	Tim Ayres
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Mr Rush: It's not secret, no.

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Senator AYRES: Is there an AusTender contract notice?

Mr Rush: I believe it is registered on AusTender, but I'd have to confirm that and take it on notice for you.

Senator AYRES: Is there anybody here on your team who can provide us with the AusTender number?

Mr Rush: I don't think so, not this evening, but I can certainly—

Senator AYRES: Surely that's available on your system? Somebody there will have it?

Mr Rush: We'll chase that for you.

Senator AYRES: Can you table the review's terms of reference?

Mr Rush: The best description of the objective of the review is in a letter from the minister, the Assistant Minister to the Prime Minister and Cabinet, Mr Morton, to t  
the terms of reference for the review.

Senator AYRES: Can you table that letter for me now?

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the department and Ms Beauchamp, which includes—

Senator WONG: Objectives.

Mr Rush: A scoping document.

Senator WONG: Okay. Can you table that, please?

Mr Rush: I can certainly take that on notice and table that document.

Hansard	129	16/07/2021
Hansard	129-130	16/07/2021

## Commonwealth Contract – Consultancy Services



## Australian Government

## Commonwealth Contract – Consultancy Services

Reference ID: CD010561

### Customer

Customer Name:	Department of the Prime Minister and Cabinet
Customer ABN:	18 108 001 191
Address:	PO Box 6500 Canberra ACT 2600

### Supplier

Full Name of the Legal Entity:	Proximity Advisory Services Pty Ltd
Supplier ABN:	92 147 937 844
Address:	Level 3 55 Blackall Street Barton ACT 2601

## Commonwealth Contract – Consultancy 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:

- a) it is terminated earlier; or
- b) the Customer exercises the Contract Extension Option, in which case this Contract will continue until the end of the extended time (unless it is terminated earlier).

Event	Details
Contract Start Date:	Monday, 19 April 2021
Contract Term:	This Contract will terminate on Friday, 30 April 2021.
Contract Extension Option:	This Contract includes the following extension option(s): <u>One period of 30 days</u> <del>Only as needed pending review of the final report.</del>

Commented [A1]: Have the services already commenced? If not what would be an appropriate start date?

Commented [A2]: ?

## Commonwealth Contract – Consultancy Services

### C.A.2 The Requirement

~~Proposal to r~~Review the composition and operations of the NADC Board

#### SCOPE

##### **Purpose**

The Department of the Prime Minister and Cabinet is commissioning an independent review of the National Australia Day Council (NADC) Board and its operations. The purpose of the review is to ensure the Board is equipped with relevant skills and expertise to successfully deliver the annual Australian of the Year Awards and to continue to lead the evolving way Australia's national day is celebrated.

The Board is currently carrying several vacancies. Conducting the review prior to any new appointments will ensure an appropriate distribution of skills, particularly in leadership and governance, as well as professional and personal backgrounds on the Board, is maintained.

##### **Expectations for the review**

The NADC Board requires strong leadership and robust governance expertise to continue to lead and build on the work undertaken by the Board and NADC staff for Australia Day 2020 and 2021.

In this context, the review will focus on analysing the operating model and composition of the NADC Board including:

- the function and dynamics of Board meetings
- internal and external communications
- represented skillsets and backgrounds, including identifying any gaps
- relationships between Board members with staff and stakeholders
- the Board's history and projected challenges.

The ~~Reviewer~~~~Supplier~~ will ~~be expected to~~ conduct approximately 15 interviews, including all current and recent members of the NADC Board and senior staff at the NADC. The ~~Reviewer~~~~Supplier~~ will also interview other significant stakeholders including the Hon Ben Morton MP, Assistant Minister to the Prime Minister and Cabinet and Senior Executive Staff in Government Division, PM&C.

The ~~Reviewer~~~~Supplier~~ will be expected to provide a report with recommendations to inform future operations and considerations of appointments. The report will be shared with Assistant Minister Morton who is responsible for making appointments to the NADC Board.

##### ~~Expected timeframe to conduct the review and report~~

~~We expect the~~The review ~~would will~~ take up to five days if conducted full-time.

The report will need to be delivered by the end of April 2021. ~~Upon review by the NADC (Morton) and acceptance of the report – variation should further work be involved.~~

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##### **Current NADC Board**

There is currently a diverse range of backgrounds and experience on the Board, including not-for-profits, the community sector, public sector (long-standing practice is that the Deputy Secretary, Governance, PM&C, is appointed as a director), business, the law and academia. Two members of the Board are Indigenous Australians.

Having diverse Board membership (in a geographic, gender and community sense) ensures the NADC's activities reflect the Australian population is a whole. Following a recent resignation, the Board's current gender balance is 60 per cent male (five) and 40 per cent female (four).

##### PROPOSAL

~~Propose that~~ Proximity Principal Advisor, Glenys Beauchamp ~~will~~ undertake the independent review of the National Australia Day Council (NADC) Board and its operations. ~~Glenys has significant public sector experience and is well placed to complete all activities as per the scope.~~

Commented [A3]: Should read more like an instruction (customer -> supplier) rather than a proposal from the supplier

On the basis that there are approximately 15 interviews to conduct plus related review activities and the delivery of the report at conclusion, ~~the this proposal contract is to allow~~ for a total of 50 hours of effort to deliver the report by the end of April.

Reference ID: CD010561

## Commonwealth Contract – Consultancy Services

~~Glenys will be assisted by a junior advisor to support administrative activities, such as notetaking during interviews and collating information.~~ s 47F, s 47G(1)(a) ~~(CV attached) will support Glenys,~~ s 47F, s 47G(1)(a) ~~has an NV1 security clearance.~~

### Pricing and Assumptions—Glenys Beauchamp

~~Propose that this work be undertaken on a time and materials basis.~~

~~Glenys' hourly rate is \$500 ex GST / \$550 inc GST.~~

s 47F, s 47G(1)(a)

~~hourly rate is \$230 ex GST/ \$253 inc GST.~~

~~We estimate that Glenys~~ ~~the~~ ~~The Principal Advisor~~ will do 80% of the project work (estimate of cost based is \$22,000 inc GST) with the remainder comprised of administrative support from ~~s 47F, s 47G(1)(a)~~ ~~the Junior Advisor.~~

~~An estimate of the cost~~ ~~The capped value of the contract is~~ based on the ~~expected~~ timeframe of 50 hours to complete the review ~~is \$24,200 inc GST.~~

~~Glenys~~ ~~The supplier~~ will keep PM&C informed if the scope of the work results in having to undertake more than 50 hours of work so that the Department can track costs accordingly ~~notify the Contract Manager if additional hours are required. Agreement to proceed must be provided in writing via a variation to the contract.~~

Please note that the following associated tasks are outside of the scope of this quote:

- Any significant research in connection with the report is outside of the scope of this quote and
- Graphic design and any copying costs

### 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*].

## Commonwealth Contract – Consultancy Services

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
Deliver final report of the review	s 22(1)(a)(ii)	s 22(1)(a)(ii)	30/04/2021

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

The Supplier is not required to attend meetings.

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

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:	<a href="#">Public Interest Disclosure Officer</a>
Email Address:	<a href="mailto:publicinterestdisclosure@pmc.gov.au">publicinterestdisclosure@pmc.gov.au</a>
Telephone:	

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

Any complaints relating to this procurement should be referred to:

Name/Position:	<a href="#">Complaints Officer</a>
Email Address:	<a href="mailto:complaints@pmc.gov.au">complaints@pmc.gov.au</a>
Telephone:	



## Commonwealth Contract – Consultancy Services

### C.A.3 Contract Price

The maximum Contract Price inclusive of GST and all taxes and charges will not exceed **\$24,200.00** as set out below.

#### Fee Rates

Position Role/Level	Hourly Rate GST inclusive	Total Fee (GST Inclusive)
Glenys Beauchamp – Principal Advisor	\$550.00	22,000.00
s 47F, s 47G(1)(a) Junior Advisor	\$253.00	2,200.00

#### Fixed Price (including all expenses)

Due Date	Milestone Description	Total Price GST Exclusive	GST Component	Total Price GST Inclusive
30/04/2021	Delivery of final report	22,000.00	2,200.00	\$24,200.00

**Total Fixed Price for Services \$24,200.00 GST Inclusive**

#### Adjustment to Fixed Pricing for Contract Variation/Extension

Pricing will remain unchanged.

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

The Total ~~Fixed~~ Fees and Charges will be made as a single payment on completion of contracted deliverables.

Commented [A4]: One or the other - Time & Materials or Fixed Fee?

Commented [A5]: ?

## Commonwealth Contract – Consultancy Services

### 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:

Currently:

s 22(1)(a)(ii)

Telephone:

~~Mobile:~~

Email Address:

~~Postal Address:~~

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

Addressee Name/Position Title:

s 22(1)(a)(ii)

~~Telephone:~~

Email Address:

~~Postal Address:~~

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

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

Name:

s 47F , s 47G(1)(a)

Position Title:

Group Manager - Client Engagement

Telephone:

1800959885

Mobile:

s 47F , s 47G(1)(a)

Email Address:

Postal Address:

Level 3

55 Blackall Street

Barton ACT 2601

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

Name:

s 47F , s 47G(1)(a)

Position Title:

Group Manager

Email Address:

s 47F , s 47G(1)(a)

Postal Address:

Level 3

55 Blackall Street

Barton ACT 2601

Commonwealth Contract – Consultancy Services

C.A.5 Specified Personnel

Position/Role	Name	Current Security Clearance Level	Percentage of Total Project Time
Principal Advisor	Glenys Beauchamp		80
Junior Advisor	s 47F , s 47G(1)(a)	<u>NV1</u>	20

C.A.6 Subcontractors

None Specified

## Commonwealth Contract – Consultancy Services

### Additional Contract Terms

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

#### C.B.1 Intellectual Property

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

The Supplier grants to the Customer:

- a) a non-exclusive, irrevocable, royalty-free, perpetual, world-wide licence to exercise the Intellectual Property Rights in the Material provided under this Contract for any purpose; and
- b) a right to sub-licence the rights in (a) above to third parties, including to the public under an open access or Creative Commons 'BY' licence.

The licence excludes the right of commercial exploitation by the Customer.

The Supplier warrants that it is entitled to grant this licence to the Customer; and that the provision of the Goods and/or Services and any Material by the Supplier under this Contract, and its use by the Customer, in accordance with this Contract, will not infringe any third party's Intellectual Property Rights and Moral Rights.

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 Interest on Late Payments

Where the Customer and the Supplier both have the capability to deliver and receive e-Invoices through the Pan-European Public Procurement On-Line (PEPPOL) framework and have agreed to use electronic invoicing (e-Invoicing), the Customer will pay the amount of a Correctly Rendered Invoice to the Supplier within five (5) calendar days after receiving it, or if this day is not a business day, on the next business day.

In all other circumstances, the Customer will pay the amount of a Correctly Rendered Invoice to the Supplier within twenty (20) calendar days after receiving it, or if this day is not a business day, on the next business day.

If the total initial value of the Contract (excluding any options, extensions, renewals or other mechanisms that may be executed over the life of the contract) is less than A\$1 million (GST inclusive) and the Customer fails to make a payment to the Supplier by the business day it is due, the Customer will pay the unpaid amount plus interest on the unpaid amount, provided the amount of interest payable under this clause exceeds A\$100.

Interest payable under this clause will be simple interest calculated in respect of each calendar day from the day after the amount was due and payable, up to and including the day that the Customer effects payment, calculated using the General Interest Charge Rate available on the Australian Taxation Office website as it applies on the day the amount was due and payable expressed as a daily rate.

## Commonwealth Contract – Consultancy Services

## Commonwealth Contract – Consultancy Services

## Commonwealth Contract – Consultancy Services

### Commonwealth Contract Terms

#### 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.

## Commonwealth Contract – Consultancy Services

### Commonwealth Contract Terms

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 do 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.



## Commonwealth Contract – Consultancy Services

### Commonwealth Contract Terms

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 – Consultancy 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 – Consultancy 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 – Consultancy 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*].

**“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 – Consultancy Services

### Contract Signing Page

The Parties agree that by signing this Commonwealth Contract – Consultancy 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 the Prime Minister and Cabinet

**ABN** 18 108 001 191 by its duly authorised delegate in the presence of

Signature of witness

Signature of delegate

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Name of witness (**print**)

Name of delegate (**print**)

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Position of delegate (**print**)

---

Date:

---

**Executed** by Proximity Advisory Services Pty Ltd **ABN** 92 147 937 844 in accordance with Section 127 of the *Corporations Act 2001*

Signature of director

Signature of director/company secretary  
(Please delete as applicable)

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Name of director (**print**)

Name of director/company secretary (**print**)

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Date:

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## **Commonwealth Contract – Consultancy Services**

<p>Review of the National Australia Day Council Board (NADC) Board</p>	<p>Assistant Minister Morton asked PM&amp;C to arrange a review of the NADC Board, to inform future appointments. There are two current vacancies and the term of the Chair, Danni Roche OAM, expires at the end of June 2021.</p>	<p>We contracted Glenys Beauchamp through Proximity to do the review which is due to be delivered in the week of 3 May. We will brief Mr Morton on the recommendations of the review and process proposed appointments as necessary.</p> <p><i>Peter Rush</i>  <i>Assistant Secretary, Parliamentary &amp; Government Branch</i></p> <p>s 22(1)(a)(ii)</p>	<p>On track</p>
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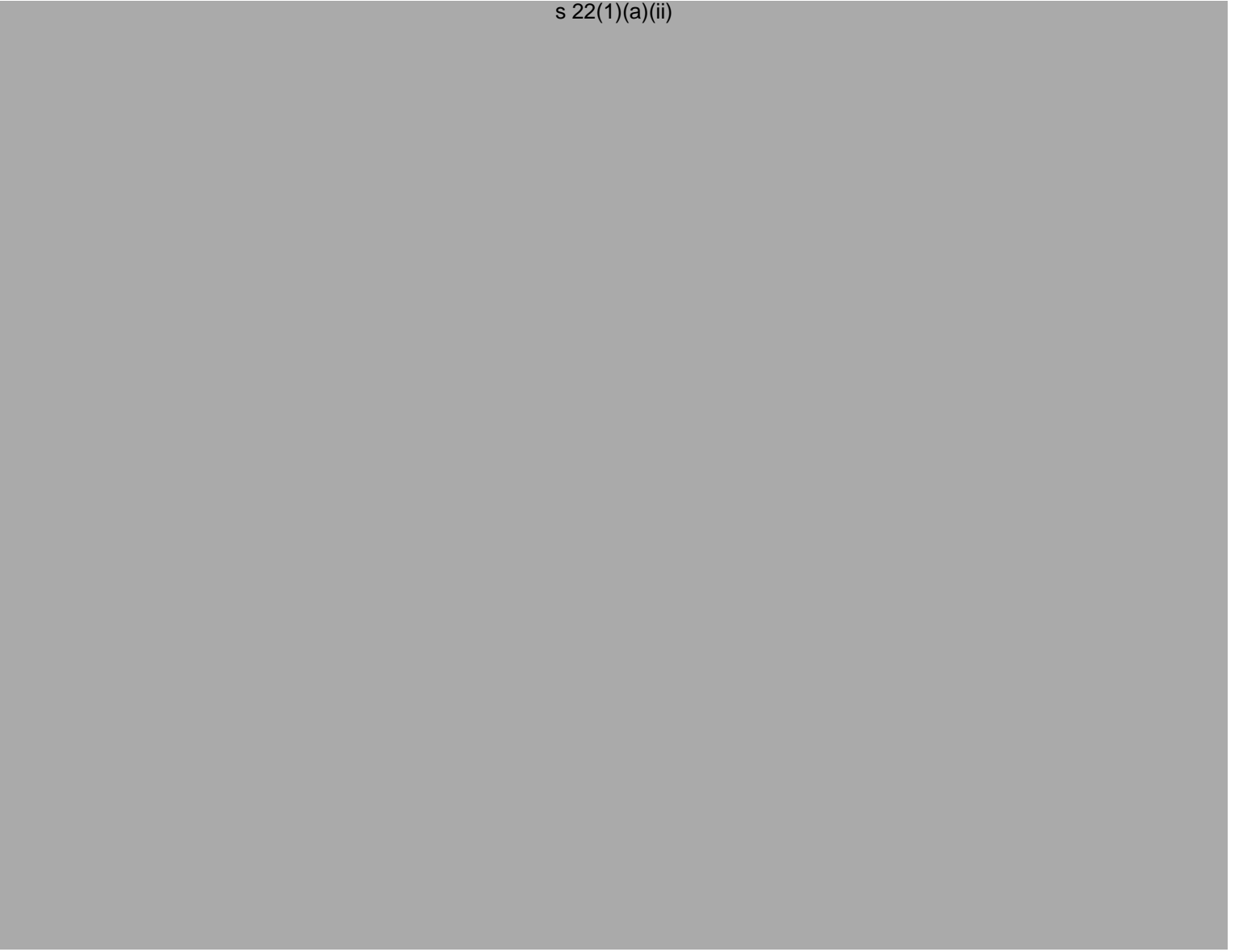
WORK IN PROGRESS REPORT as at 30/04/2021

s 22(1)(a)(ii)

Review of the National Australia Day Council Board (NADC) Board	Assistant Minister Morton asked PM&C to arrange a review of the NADC Board, to inform future appointments. There are two current vacancies and the term of the Chair, Danni Roche OAM, expires at the end of June 2021.	<p>We contracted Glenys Beauchamp through Proximity to do the review which is due to be delivered in the week of 3 May. We will brief Mr Morton on the recommendations of the review and process proposed appointments as necessary.</p> <p><i>Peter Rush</i>  <i>Assistant Secretary, Parliamentary &amp; Government Branch</i></p> <p>s 22(1)(a)(ii)</p>	On track
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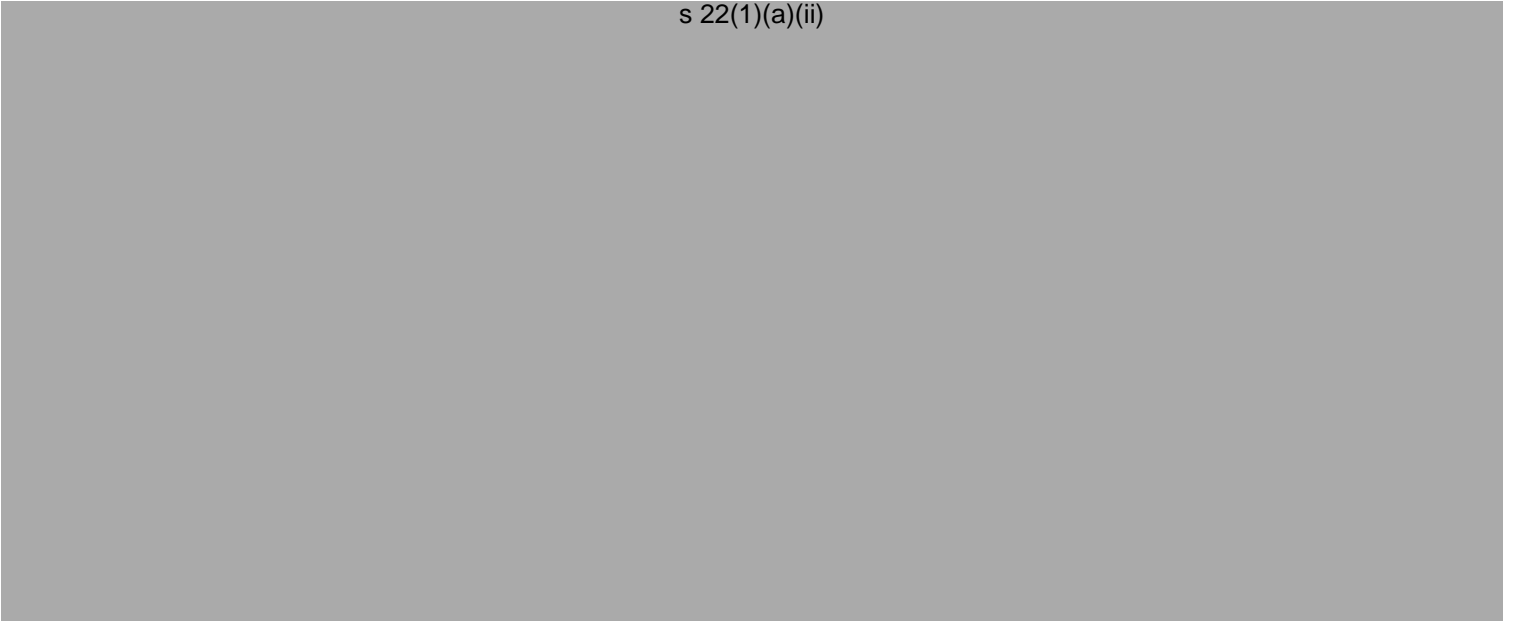
s 22(1)(a)(ii)



*If asked: Is about the Government's review into the Australia Day Awards?*

- Direct Questions to Government Division (First Assistant Secretary John Reid)

s 22(1)(a)(ii)



s 22(1)(a)(ii)

## Relevant Media Reporting

s 22(1)(a)(ii)

- The Morrison government has launched an urgent review of the Australia Day Council but denies a link to the 2021 win of outspoken advocate Grace Tame. ([Attachment C](#))

Division: Office for Women	
Prepared by: s 22(1)(a)(ii) Mob: s 22(1)(a)(ii) Date: 12 May 2021	Cleared by Division Head: Catherine Hawkins Mob: s 22(1)(a)(ii) Date: 13 May 2021
Consultation: N/A	Date: 5 May 2021

Attachment C

The Morrison government has launched an urgent review of the Australia Day Council but denies a link to the 2021 win of outspoken advocate Grace Tame, The Saturday Paper, 1 May 2021

*Exclusive: Government review follows Tame appointment*



Australian of the Year Grace Tame speaks at the National Press Club.

CREDIT: SAM MOOY / GETTY IMAGES

The federal government has ordered an urgent review of the board structure and operations of the National Australia Day Council amid private criticism of this year's appointment of outspoken sexual assault survivor Grace Tame as Australian of the Year.

The inquiry process potentially paves the way for the Commonwealth to reshape the make-up of the Australia Day Council board.

While Tame's selection has not been cited as a reason for undertaking the review, such a reshaping could give the government greater influence over what is traditionally an arms-length process in selecting the recipient of Australia's most prominent public honour.

The government could also seek to take on a greater role in selecting the state and territory finalists from whom the winner is chosen.

Former Health Department secretary Glenys Beauchamp has been commissioned to undertake the review on what *The Saturday Paper* understands is a tight time frame.

There has been no similar inquiry conducted in recent years, despite some past concerns about governance and whether board responsibilities were clearly enough defined.

Formally, the review is examining the council's overall structure and the board's composition and decision-making processes, particularly to ensure it has the requisite expertise to manage a budget that has expanded significantly in recent years.

Its findings may prompt the government to add new members from the fields of law or finance. As for other board members, they would be federal cabinet appointees.

Board members traditionally reflect a range of considerations, including state and territory origin and Indigenous and multicultural representation. A deputy secretary from the Department of the Prime Minister and Cabinet is the sole direct federal government representative – currently Stephanie Foster. Former Olympic hockey gold medallist Danielle Roche is the board's chair.

Extra members could see the number reflecting the government's interests increase, with the reasoning that it is entitled to more closely oversee the expenditure of taxpayer funds.

The Department of the Prime Minister and Cabinet has confirmed it commissioned the review but denies any link with decisions on this year's winners.

"The department ... has commissioned a review into the composition of the National Australia Day Council (NADC) Board, to ensure it can continue to lead and build on the successful work undertaken by the NADC for Australia Day 2020 and 2021," the department said in a statement.

"The review is intended to inform the Government's consideration of appointments to vacancies on the Board. There is no connection between this process and the announcement of the Australian of the Year Awards in 2021."

This year, the council's choice of Tame came as a surprise to many.

The 26-year-old Tasmanian, who was groomed and sexually abused as a teenager by a schoolteacher, was recognised for her work on the Let Her Speak campaign. The campaign led to a law change in Tame's home state that meant victim survivors were no longer prevented by law from telling their own stories of abuse using their real name.

"A woman of immense moral courage and strength – leading the #letherspeak campaign, and – we were just speaking earlier – giving voice to survivors of sexual assault. Grace's work is a reminder, as is the work of so many of you, that Australia is not perfect. And the way to make it better is to work for it into the future as all of you are."

Ahead of the January 25 ceremony, speculation had focused on two other candidates.

ACT nominee Brendan Murphy, the former chief medical officer who rose to prominence during the pandemic and now heads the federal Health Department, was considered a favourite. So was former New South Wales Rural Fire Service commissioner and now Resilience NSW chief Shane Fitzsimmons, who became a familiar face during the 2019–20 bushfire emergency.

Both would likely have been seen as "safer" choices, a descriptor used privately in government circles.

Tame's appointment was controversial as soon as it was made, not for anything she did or said but because of a suspicious plunge on the betting markets before the announcement.

The odds of Tame winning shortened dramatically to \$1.36 with Murphy relegated to second favourite on \$3.50, prompting a referral to the Australian Criminal Intelligence Commission for investigation.

The winner's name is provided in advance on a strictly confidential basis – and subject to legal undertakings – to about 180 people involved in administration, production and logistics around the awards.

But *The Saturday Paper* is now aware that Tame's name was circulating more widely in what transpired was well-founded gossip.

This week, ACIC declined to comment on the case's status.

Beyond the betting controversy, Tame's appointment has caused private disquiet in the government for separate reasons.

On social media, she criticised the appointment of Amanda Stoker as assistant minister for Women. Stoker had publicly backed men's rights advocate Bettina Arndt, who alleged young women were fabricating rape allegations. In 2017 Arndt had conducted a sympathetic videotaped interview with Tame's rapist, in which Arndt suggested men were the victims of "provocative" girls.

But it is Tame's inadvertent influence on public debate during the first two months of the political year that has caused the government most grief.

Her passionate speech at the awards ceremony prompted former Liberal ministerial staffer Brittany Higgins to go public with allegations that she was raped by a colleague in their minister's office in 2019.

Higgins' revelations sparked a national outcry about bullying, harassment and the sexual assault of women, resulting in mass rallies around the country, including at Parliament House.

As those events unfolded, historic rape allegations emerged against then attorney-general Christian Porter, which he continues to deny. The political pressure saw Porter and Higgins' former boss, Linda Reynolds, moved to new portfolios, and prompted a dip for both Morrison and the Coalition in the published opinion polls.

Tame also rebuked Morrison personally over his handling of sexual assault issues.

There has been no public negative reflection from the government on the choice of Tame, other than Stoker describing her criticisms as "utter nonsense", and nothing but praise for the Australia Day Council.

At the ceremony before the winners were announced, Prime Minister Morrison said the nation wanted to honour the service of all of the nominees.

"Because you deserve it," Morrison said, naming and speaking briefly about each state and territory nominee.

“What an inspiration she is,” Morrison said of Tame, before she was named the winner. “A woman of immense moral courage and strength – leading the #letherspeak campaign, and – we were just speaking earlier – giving voice to survivors of sexual assault. Grace’s work is a reminder, as is the work of so many of you, that Australia is not perfect. And the way to make it better is to work for it into the future as all of you are.”

In the past two years, the Australian of the Year awardees were quieter advocates.

Last year’s awardee was eye surgeon and blindness prevention pioneer Dr James Muecke AM, whose public activities were curtailed by the Covid-19 pandemic.

In 2019, cave divers Dr Richard Harris SC OAM and Dr Craig Challen SC OAM were named joint winners for their heroism in rescuing young soccer players trapped in a flooded cave in Thailand.

But those appointments followed several years of greater public controversy.

Between 2014 and 2016, three winners were subjected to public abuse for their outspokenness.

In 2014, AFL star Adam Goodes was vilified for his anti-racism stance and campaign for Indigenous rights. The following year, family violence campaigner Rosie Batty was targeted by men’s rights advocates. And in 2016, former Defence Force chief David Morrison drew a backlash for speaking out against misogyny.

Private government discomfort about the council’s selection this year is perhaps greater because of its direct impact on the political climate.

Tame is part of the first all-female line-up of Australian of the Year award recipients, along with Dr Miriam-Rose Ungunmerr Baumann AM as the 2021 Senior Australian of the Year, Isobel Marshall as Young Australian of the Year and Local Hero Rosemary Kariuki.

Those choices now seem like a portent for the prominence of women in what has already been a volatile political year. They may precede change for the National Australia Day Council, too.

*This article was first published in the print edition of The Saturday Paper on May 1, 2021 as "Exclusive: Government review follows Tame appointment".*