

## SCHEDULE 5 – OFFICIAL ORDER TEMPLATE - STATEMENT OF WORK (CD0011390)

This Official Order is placed on 11 October 2022, or the date that the last party signs the Official Order (whichever is later). The Official Order is placed pursuant and subject to the terms and conditions of the Deed between the Department of Social Services and KPMG Australia (**Supplier**) dated 20 February 2017 and with Deed number SON3385995 ("**Deed**").

The Customer placing the Official Order is the Department of the Prime Minister and Cabinet (**Customer**).

### Item A [Services and Subcontractors]

#### Details of the Services

##### Services Categories

The Supplier will provide Services in relation to the following Services Category/Categories set out below.

1.	Social Policy Research Services Category	<input checked="" type="checkbox"/>
2.	Evaluation and Program Review Services Category	<input type="checkbox"/>
3.	Investment in Data Services Category	<input type="checkbox"/>
4.	Professional Development Services Category	<input type="checkbox"/>

#### Project and objectives

The Customer requires the development of a Theory of Change and Socio-ecological Model for Gender Equality (**Theory of Change**) to underpin Australia's National Strategy to Achieve Gender Equality (**the National Strategy**). Developing a theory of change and socio-ecological model for gender equality will support the National Strategy to drive tangible progress by going not only identifying the social context that fosters gender inequality, but going further to clearly outline the essential action required across the whole community to achieve gender equality outcomes.

#### Background

The National Strategy will articulate the structural reforms required to achieve gender equality in Australia. It will be underpinned by a Theory of Change that leverages existing world-leading work on Change the Story, the Australian evidence based framework to drive effective primary prevention efforts to end violence against women. It will provide the roadmap for whole-of-community action to achieve gender equality, and will act as an

authorising framework for changes to policy and budgeting systems required to drive gender equality across Australia.

The National Strategy will be developed by the Customer, led by the Commonwealth Government, informed by Theory of Change, the work of the Women's Economic Equality Taskforce and a panel of academic experts.

The Theory of Change will be based on the best evidence available, draw on international best practice and learnings from previous attempts, and will be informed by the lived experience of women and girls.

A theory of change and socio-ecological model is required because success will depend on change across the spectra of complex and compounding structures, institutions, legal frameworks, at the level of the individual, families and communities. It will require addressing entrenched and harmful societal factors that impact women in diverse ways across the life course.

### **Project Details, objectives and Milestones**

The Supplier will deliver a comprehensive and logical change pathway (Theory of Change) that outlines the steps required to achieve gender equality in Australia, with account for the anticipated time and incremental milestones required to achieve outcomes and measure progress. Presenting evidence on how change is expected to occur will ensure the logic underpinning each milestone can be tested and learning is supported, thereby enabling responsive, reflective and long-lasting implementation that mitigates the risk of failure and unintended consequences of intervention.

This comprehensive and evidenced based approach will inform the Customer's understanding of what story can be told about the extent to which future policy actions can drive meaningful change in women's and girls' lives on a life course, taking into account the diverse experiences and barriers faced by women.

The intention is that the Theory of Change will be used to inform not just the National Strategy, but possibly future iterations of the National Strategy, and therefore will be developed with continuing application in mind. This approach will account for broader complex and compounding factors which may act as interrelated factors that promote positive and negative outcomes for gender equality. It will also help mitigate the risk of the National Strategy being measured against individual indicators.

The Supplier will:

- Hold a **Project Inception Meeting** to confirm the project objectives and scopes; methodology; and identify any stakeholders that suppliers may need to be engaged at any point throughout the project.
- Provide a detailed **Project Plan** that includes Project objectives a scope; detailed project methodology; agreed scope and search terms for the literature scan and other activities; example templates that will be used to determine reliability and validity of the evidence gathered to inform the Theory of Change; and a Stakeholder Engagement Plan for any key stakeholders that have been identified.
- Provide the **Outline of Theory of Change**, through illustrating the socio-ecological model and spheres of inequality present in Australia and building the evidence based through a systematic literature scan.
- Hold a **model refinement workshop** with identified key stakeholders to interrogate, discuss and validate an earlier version of the Outline of the Theory of Change which will be used to build out the Draft Theory of Change.



- Once the Outline of Theory of Change is agreed by the Customer, the Supplier will develop the **Draft Theory of Change**, continuing the literature scan, assessing the reliability and validity of the evidence that is used, the strength of the findings and identifying any gaps in research and policy that will need to be considered in the National Strategy.
- Hold a facilitated **Theory of Change workshop** with identified stakeholders to discuss the Draft Theory of Change and explore any identified gaps and their relevance to the National Strategy.
- Develop the **Final Theory of Change** report that will incorporate Customer's and identified stakeholders' feedback on the Draft Theory of Change
- Provide the Final Theory of Change report, including a diagrammatic layout with clear narrative.
- Deliver a **supplementary report** for future reference that includes consolidated findings from the literature scan, logic modelling, evidence assessment and gap analysis.

The Supplier may also be required to support the work of the Women Economic Equality Taskforce (the Taskforce). The Taskforce will play a leading role in informing the development of the National Strategy to Achieve Gender Equality, and any work undertaken by the Supplier that relates to the Taskforce will complement the Theory of Change model.

#### **Project Reporting**

The Project Steering Group established at the Project Inception Meeting will meet on a fortnightly basis to monitor progress, discuss project administration and logistics, test ideas, share insights, and mitigate any identified risks. These meetings will also be used to identify any additional stakeholders to be engaged during the design and development of the Final Theory of Change.

#### **Skills**

The Supplier will bring together their in-house experts and world-leading researchers from academia on gender equality, gender economics, social policy and theory of change to deliver on the Customer's requirements.

#### **Subcontractors (clause 2.7 of Schedule 4)**

Not applicable.

#### **Business Continuity Plan (clause 2.10 of Schedule 4)**

The Supplier is not required to maintain a Business Continuity Plan.

#### **Knowledge Transfer (clause 18 of Schedule 4)**

The Supplier is required to provide knowledge transfer assistance to the Customer on termination or on expiration of the Contract in accordance with clause 18 of Schedule 4.

#### **Item B [Contract Material]**

The Supplier must provide the following Contract Materials within the timeframe listed in Item C below to the Customer:

- **Project Plan** that includes Project objectives a scope; detailed project methodology; agreed scope and search terms for the literature scan and other activities; example

templates that will be used to determine reliability and validity of the evidence gathered to inform the Theory of Change; and a Stakeholder Engagement Plan for any key stakeholders that have been identified.

- **Outline of Theory of Change** that illustrate the socio-ecological model and spheres of inequality present in Australia and building the evidence based through a systematic literature scan.
- **Draft Theory of Change** that operationalise identified outcomes from literature scans and identify evidence-based change initiatives that are required to inform the development of a narrative of change and approaches to mitigate resistance to change.
- **Final Theory of Change report**, including a diagrammatic layout with clear narrative, that will incorporate Customer's and identified stakeholders' feedback on the Draft theory of change
- A **supplementary report** for future reference that includes consolidated findings from the literature scan, logic modelling, evidence assessment and gap analysis.

The final Theory of Change report must be in Microsoft Word and PDF format, and/or be in a format that conforms to WCAG 2.0 requirements and is agreed by the Customer. All the charts or figures presented in the final Theory of Change must also be provided in format accessible to the Customer unless otherwise agreed with the Customer (e.g. in Microsoft Excel or Microsoft PowerPoint.)

#### **Item C [Contract Commencement and Timeframe]**

##### **Contract Commencement Date (clause 2.1.1 of Schedule 4)**

The Contract Commencement Date is 12 October 2022.

##### **Contract Completion Date (clause 2.1.1 of Schedule 4)**

The Contract Completion Date is 19 December 2022.

The Customer may, at its sole discretion and by providing the Supplier with written notice prior to the Completion Date, extend the Contract for a period of up to three months (Additional Contract Period).

##### **Timeframe (clause 2.2.1(d) of Schedule 4)**

The Supplier must perform and deliver the following Services to the Customer:



Stage / Description	Requirements or Specifications	Timing
Stage 1: Establishment	<p>Hold a <b>Project Inception Meeting</b> with the Customer to:</p> <ul style="list-style-type: none"> <li>• Confirm project objectives and scope</li> <li>• Confirm project methodology</li> <li>• Establish a Project Steering Group as the project's primary reporting and governance forum</li> <li>• Identify any additional stakeholders that may need to be engaged throughout the project.</li> <li>• Discuss the Project Plan</li> </ul> <p>Within one week of Contract Start Date, provide a <b>Project Plan</b> that includes:</p> <ul style="list-style-type: none"> <li>• Project objectives a scope</li> <li>• Detailed project methodology</li> <li>• Agreed scope and search terms for the literature scan and other activities</li> <li>• Example templates that will be used to determine reliability and validity of the evidence gathered to inform the Theory of Change</li> <li>• A Stakeholder Engagement Plan for any key stakeholders that have been identified.</li> </ul>	21 October 2022
Stage 2: Design	<ul style="list-style-type: none"> <li>• Develop an <b>Outline of Theory of Change</b> through illustrating the socio-ecological model and spheres of inequality present in Australia, for the Customer to review and provide comments on</li> <li>• Undertake a systematic literature scan to build an evidence base</li> <li>• Hold a <b>Model Refinement Workshop</b> as an opportunity for the Project Steering Group, experts and other key stakeholders to interrogate, discuss and validate an early version of the Outline of the Theory of Change.</li> </ul>	2 November 2022

Stage / Description	Requirements or Specifications	Timing
Stage 3: Develop	<p>Once the Outline of Theory of Change has been agreed, continue to develop the <b>Draft Theory of Change</b>, including:</p> <ul style="list-style-type: none"> <li>Continue the literature scan</li> <li>Undertake an evidence assessment to assess the reliability and validity of evidence that is used, and the strength of findings</li> <li>Undertake a gap analysis to identify any gaps in research and practice</li> <li>Develop the Draft Theory of Change, including operationalising the identified outcomes by identifying specific indicators, and provide it to the Customer and identified stakeholders for review, comments and feedback</li> <li>Hold a <b>Theory of Change Workshop</b> to discuss the Draft Theory of Change and discuss any identified gaps.</li> </ul>	7 December 2022
Stage 4: Finalise	<p>Finalise the <b>Final Theory of Change</b>, including for Customer acceptance:</p> <ul style="list-style-type: none"> <li>Incorporate the Customer's and identified stakeholders' comments and feedback into the Final Theory of Change</li> <li>Deliver the Final Theory of Change report, which include a diagrammatic layout with clear narrative</li> <li>Deliver a <b>supplementary report</b> for future reference that includes consolidated findings from the literature scan, logic modelling, evidence assessment and gap analysis.</li> </ul>	14 December 2022

#### Item D [Fees]

##### Milestones (clause 3.1.1(a) of Schedule 4)

The total fees payable to the Supplier by the Customer are up to **\$128,867.86** (GST inclusive), payable by the following Instalments:

Milestone	Milestone Achievement Criteria	Milestone Payment Amount (GST inclusive)	Milestone Due Date
1	Acceptance of Project Plan and Outline of Theory of Change	\$ 41,122.62	2 November 2022



<b>Milestone</b>	<b>Milestone Achievement Criteria</b>	<b>Milestone Payment Amount (GST inclusive)</b>	<b>Milestone Due Date</b>
2	Acceptance of Draft Theory of Change	\$41,122.62	7 December 2022
3	Acceptance of Final Theory of Change Report and Supplementary Report	\$41,122.62	14 December 2022
4.	Acceptance of Time and Material services for the Women's Economic Equality Taskforce support, as required	Up to \$5,500.00	14 December 2022
<b>Total</b>	<b>Total Project Fees (GST inclusive)</b>	<b>Up to \$128,867.86</b>	

**Item E [Expenses and Costs]**

No additional expenses and costs are expected to be payable in addition to the Project Costs outlined in Item D.

**Item F [Invoices]****Invoices (clause 3 of Schedule 4)**

The Supplier must submit correctly rendered tax invoices to the Customer by either:

Post: Department of the Prime Minister and Cabinet, PO Box 6500 Canberra ACT 2600; or

Email: APOperations@pmc.gov.au

A correctly rendered tax invoice is one which includes:

- (a) the Reference / Contract / Purchase Order number (CD0011390);
- (b) the name of the Customer's Contact Officer;
- (c) the Customer's ABN 18 108 001 191
- (d) the title of the Services;
- (e) details the fees payable;
- (f) details expenses and costs payable, and attaches original receipts;
- (g) contains written certification in a form acceptable to the Customer that the Supplier has paid all remuneration, fees or other amounts payable to an employee, agent or Subcontractor performing Services under this Contract; and
- (h) meets the requirements of a tax invoice under the GST Act.

The due date for payment by the Customer is 30 days after receipt by the Customer of a correctly rendered invoice.

Payment will be effected by electronic funds transfer (EFT) to the Supplier's bank account specified at Schedule 3 of the Deed.

**Item G [Intellectual Property]**

MODEL 1— Customer ownership of Intellectual Property in Contract Material with limited license to Supplier.

**Item H [Existing Material]**

None specified

**Item I [Moral Rights]**

None specified

**Item J [Use of Commonwealth Material]**

None specified

**Item K [Facilities and Assistance]**

The Customer may provide limited assistance to facilitate consultation workshops in preparation for the Theory of Change report, subject to agreement between the Supplier and Customer.

**Item L [Confidential Information]****Additional Customer Confidential Information:**

DESCRIPTION	PERIOD OF CONFIDENTIALITY
Project Plan	Until public release of the National Strategy to Achieve Gender Equality – anticipated to be June 2023
Outline of Theory of Change	
Draft Theory of Change Report	
Final Theory of Change Report	
Supplementary Report	
Any Additional documents relating to the Taskforce	

**Additional Supplier Confidential Information:**

DESCRIPTION	PERIOD OF CONFIDENTIALITY
None Specified	

**Item M [Security Requirements]**

The Supplier must comply with the Protective Security Policy Framework (PSPF) and Information Security Manual (ISM). The Specified Personnel are not required to obtain and maintain a security clearance.

**Item N [Standards and Best Practice]****Standards for Research on Human Subjects (clause 2.9 of Schedule 4)**

None specified



**Additional Standards and Guidelines (clause 2.2.1c of Schedule 4)****Standards for Accessibility of Services (clause 14.3.3 of Schedule 4)**

In order for the Customer to comply with WCAG2.0 requirements, any web-based products (websites and web applications and any documents which are intended to be available on the Customer's website) which include text and images must be provided in a source document. As a minimum:

- Microsoft Office 2007 or higher (this includes Word, Excel, PowerPoint) is required;
- a semantic heading structure (Heading 1, Heading 2, etc.);
- other structural elements (paragraphs, dot points, quotes, emphasised text, etc.);
- images with descriptive text (alt text);
- a linked table of contents;
- correct reading and tab order;
- 2 file formats (ie PDF and Word); and
- summary text that you will publish in HTML to aid document discovery.

The Supplier must ensure compliance with mandated accessibility and readability requirements as per the Disability Discrimination Act 1992 (Cth).

**Indigenous Procurement Policy (clause 14.4 of Schedule 4)**

Clauses 14.4.3 to 14.4.5 of Schedule 4 do not apply to the Contract.

As at the Contract Commencement date, the Contract is not a High Value Contract.

**Item O [Specified Personnel]**

Team member	Level
s 47F	Partner
	Partner
	Associate Director
	Associate Director
	Associate Director
	Associate Director
	Associate Director
	Associate Director
	Manager

**Item P [Insurance]**

No additional insurance specified

**Item Q [Contact Officers]**

The Customer's Contact Officer is the person holding the position of Senior Adviser, currently:

Name of person s 22(1)(a)(ii)

Postal Address PO Box 6500 Canberra ACT 2600  
 Physical Address 1 National Circuit Barton ACT 2600  
 Email s 22(1)(a)(ii)  
 Phone s 22(1)(a)(ii)

The Supplier's Contact Officer is the person holding the position of Partner, Management Consulting], currently:

Name of person s 47F  
 Postal Address KPMG Tower Three, International Towers Sydney, 300 Barangaroo Avenue, Sydney NSW 2000.  
 Physical Address KPMG Tower Three, International Towers Sydney, 300 Barangaroo Avenue, Sydney NSW 2000.  
 Email s 47F  
 Phone s 47F

A party may change their Contact Officer or their details by notifying the other party in writing of the changed details.

#### Item R [Customer and Addresses for Notices]

For the purposes of the Contract:

The Customer's address for notices is:

Name of person s 22(1)(a)(ii)  
 Postal Address PO Box 6500 Canberra ACT 2600  
 Physical Address 1 National Circuit Barton ACT 2600  
 Email s 22(1)(a)(ii)  
 Phone s 22(1)(a)(ii)

The Supplier's address for notices is:

Name of person s 47F  
 Postal Address KPMG Tower Three, International Towers Sydney, 300 Barangaroo Avenue, Sydney NSW 2000.  
 Physical Address KPMG Tower Three, International Towers Sydney, 300 Barangaroo Avenue, Sydney NSW 2000.  
 Email s 47F  
 Phone s 47F

A party may change their address for notices by notifying the other party in writing of the changed details.



**Item S [Publications]****Not applicable. Item T [Limited Liability]**

Not applicable

**Item U [Transfer of Information Outside Australia]**

Not applicable

**Item V [Cyber Security]**

- 1 The purpose of clauses 1, 2 and 3 is to set out the Supplier's additional obligations in respect of Customer Confidential Information, Additional Customer Confidential Information and/or Personal Information:
  - (a) in respect of which the Supplier has custody or control for purposes connected with this Contract; or
  - (b) which are accessed, transmitted or stored using or on the Supplier's information systems or equipment under this Contract.
- 2 The Supplier must:
  - (a) do all things that a reasonable and prudent entity would do to ensure that all Customer Confidential Information, Additional Customer Confidential Information and/or Personal Information is protected at all times from unauthorised access or use by a third party or misuse, damage or destruction by any person;
  - (b) provide protective measures for the Customer Confidential Information, Additional Customer Confidential Information and/or Personal Information that are no less rigorous than accepted industry standards and commensurate with the consequences and probability of unauthorised access to, or use, misuse or loss of, the Customer Confidential Information, Additional Customer Confidential Information and/or Personal Information;
  - (c) without limiting clauses 2(a) or 2(b), comply with all security regulations or procedures or directions as are specified in the Contract or given by the Customer from time to time regarding any aspect of security of, or access to, the Customer's information, material or premises; and
  - (d) develop for acceptance by the Customer a Commonwealth Data Protection Plan (CDPP) that sets out how the Supplier and the Customer will deal with and discharge their obligations in respect of Customer Confidential Information, Additional Customer Confidential Information and/or Personal Information during the provision of the Services. The CDPP must:
    - (i) be consistent with the requirements of the Contract (including clauses 2(a) and 2(b) of this Item V);
    - (ii) be consistent with the requirements of the *Privacy Act 1988* (Cth);
    - (iii) specifically deal with cybercrime risks, including unauthorised access;
    - (iv) be consistent with the Australian Government's Protective Security Policy Framework (PSPF) and Information Security Manual (ISM); and

- (v) set out the steps and processes that the Supplier and the Customer will follow to protect the Customer Confidential Information from unauthorised access, use, misuse, destruction or loss,

and once accepted, the CDPP will form part of the Contract and the Supplier must comply with it unless the Customer otherwise agrees in writing.

**3** If the Supplier becomes aware of any actual or suspected:

- (a) action taken through the use of computer networks that result in an actual or potentially adverse effect on the Supplier's information system and/or Customer Confidential Information, Additional Customer Confidential Information and/or Personal Information residing on that system (**Cyber Incident**); or
- (b) any other unauthorised access or use by a third party or misuse, damage or destruction by any person (**Other Incident**),  
  
the Supplier must:
  - (c) notify the Customer in writing immediately (and no longer than 12 hours after becoming aware of the Cyber Incident or Other Incident); and
  - (d) comply with any directions issued by the Customer in connection with the Cyber Incident or Other Incident, including in relation to:
    - (i) notifying the Australian Cyber Security Centre, or any other relevant body, as required by the Customer;
    - (ii) obtaining evidence about how, when and by whom the Supplier's information system and/or the Customer Confidential Information, Additional Customer Confidential Information and/or Personal Information has or may have been compromised, providing it to the Customer on request, and preserving and protecting that evidence for a period of up to 12 months;
    - (iii) implementing any mitigation strategies to reduce the impact of the Cyber Incident or Other Incident or the likelihood or impact of any future similar incident; and
    - (iv) preserving and protecting Customer Confidential Information, Additional Customer Confidential Information and/or Personal Information (including as necessary reverting to any backup or alternative site or taking other action to recover Customer Confidential Information, Additional Customer Confidential Information and/or Personal Information).

**4** The Supplier must take out and maintain insurance to protect against the risks of a Cyber Incident, and comply with the provisions of clause 10 of Schedule 4 in respect of that insurance.

**5** The Supplier must ensure that:

- (a) all subcontracts and other supply chain arrangements, which may allow or cause access to Customer Confidential Information, Additional Customer Confidential Information and/or Personal Information, contain no provisions that are inconsistent with clauses 1, 2, 3 or 4 or 5 of this Item V; and
- (b) all Personnel and any Subcontractors who have access to Customer Confidential Information, Additional Customer Confidential Information and/or Personal Information comply with clauses 2 and 3 of this Item V.



SIGNED for and on behalf of

THE COMMONWEALTH OF AUSTRALIA as represented by the Department of the Prime Minister and Cabinet, by:

s 22(1)(a)(ii)

[Insert name of Signatory]

s 22(1)(a)(ii)

[Signature]

Senior Adviser

[Insert Signatory's work title]

On:

12/10/2022

[Insert date]

In the presence of:

s 22(1)(a)(ii)

s 22(1)(a)(ii)

[Signature]

SIGNED for and on behalf of KMPG Australia Pty Limited, ABN 47 008 644 728 by:

s 47F

[Insert name of Signatory]

Partner

[Insert Signatory's work title]

On:

11 October 2022

[Insert date]

In the presence of:

s 47F

[Insert name of Witness]

s 47F

[Signature]

# Change Order

This Change Order (including its attachments, if any) serves to vary the Contract in accordance with the terms set out below. Unless specifically stated in this Change Order, all Terms and Conditions of Contract continue unaffected.

1.	Deed Number	SON3385995
2.	Work Order Number	CD011390
3.	Change Order number	01
4.	Raised by	PM&C
5.	Details of change (use attachments if required)	Amend Work Order Number from 'CD0011390' to ' <b>CD011930</b> '  Amend page 13 signing party 'KPMG Australia Pty Limited, ABN 47 008 644 728' to KPMG Australia, ABN 51 194 660 183'
6.	Implementation date of Change	Upon signing of both parties
7.	Effect on Deliverables and Services	Nil
8.	Effect on Documentation	Nil.
9.	Plan for implementing the change	N/A
10.	Effect on Service Charges	Nil
11.	Other relevant matters (eg transitional impacts)	The PM&C Customer Representative will provide details where required.

*Signed for and on behalf of the Commonwealth of Australia as represented by the **Department of the Prime Minister and Cabinet** by its duly authorised representative:*

Signature:	s 22(1)(a)(ii)
Name of Signatory:	s 22(1)(a)(ii)
Position:	Senior Adviser
Date:	28 October 2022

*Signed for and on behalf of **KPMG Australia (ABN 51 194 660 183)** by its duly authorised representative:*

Signature:	s 47F
Name of Signatory:	s 47F
Position:	Partner
Date:	28 October 2022





Level 9, Constitution Place  
1 Constitution Avenue  
Canberra ACT 2601  
Australia  
ABN 51 194 660 183

PO Box 7396  
Canberra Business Centre  
Australia

Fax +61 2 6248 1122  
Phone +61 2 6248 1111

## Tax Invoice

Department of the Prime Minister and  
Cabinet

ATTN: s 22(1)(a)(ii)  
1 National Cct  
BARTON ACT 2600

Date : 06 December 2022

Contact : s 47F

Telephone : s 47F

Invoice number : 821495867

Entity number : 9101

Client code : 100468

Payment due date : 05 January 2023

Total payable : AUD 41,122.62

Client Reference No :

### PROFESSIONAL SERVICES RENDERED

Acceptance of project plan and outline of theory of change

Fees	37,384.20
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Total GST payable	3,738.42
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Total Payable	AUD	41,122.62
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Member firm of  
KPMG International

This account is payable within  
30 calendar days

Kindly note: no receipt will be  
forwarded unless requested

Liability limited by a scheme approved under Professional Standards Legislation

Please send your payment with either this remittance slip or the attached Remittance Advice and Payment Options to,  
KPMG Accounts receivable, PO Box 2291U Melbourne VIC 3001 Australia

**Please quote Client payment code and Invoice number with payment**

Client name	Department of the Prime Minister and
Client payment code	100468
Invoice number	821495867
Entity number	9101

Date	06 December 2022
Payment due date	05 January 2023
Total payable	AUD 41,122.62
Contact	s 47F



## Remittance Advice and Payment Options

Please quote Client payment code and Invoice number with payment

Client name	Department of the Prime Minister and	Date	06 December 2022
Client payment code	100468	Payment due date	05 January 2023
Invoice number	821495867	Total payable	AUD 41,122.62
Entity number	9101	Contact	[REDACTED]

### Direct Deposit

Payment for invoice can be made by transferring funds to:

Bank name	s 47G(1)
Address	
Account name	
Swift code	
BSB no	
Account no	
Reference / description	821495867

We prefer invoices to be paid individually. We would appreciate receipt of this remittance advice to assist in correct allocation. Select one of the following methods to advise us of your deposit.

Fax	Attention: Accounts Receivable
Fax number:	1300 369 317
Email	nataccountsrec@kpmg.com.au
Mail	Attention: Accounts Receivable
Mail to:	PO Box 2291U Melbourne VIC 3001 Australia



Billers Code: 203562

Ref: 1004688

### Telephone & Internet Banking - BPAY®

Contact your bank or financial institution to make this payment from your cheque, savings, debit, credit card or transaction account. More info: [www.bpay.com.au](http://www.bpay.com.au)

### Credit Card

To make a payment by credit card, visit [www.kpmg.com/au/onlinepayment](http://www.kpmg.com/au/onlinepayment). We accept Visa, Mastercard and American Express.

Invoice Number	821495867
Client Code	100468

### Payment Plan

Our invoices are to be paid in full by the due date. If you want to arrange a payment plan, you can enter into an arrangement with QuickFee to pay by monthly instalments over a maximum term of 12 months. Terms and conditions apply. For more information or to arrange a quote, please get in touch with your KPMG contact.



# Change Order

This Change Order (including its attachments, if any) serves to vary the Contract in accordance with the terms set out below. Unless specifically stated in this Change Order, all Terms and Conditions of Contract continue unaffected.

1.	Deed Number	SON3385995
2.	Work Order Number	CD011390
3.	Change Order number	02
4.	Raised by	PM&C
5.	Details of change (use attachments if required)	<p>Amend Work Order Number from 'CD0011930' to 'CD011390'</p> <p>As per verbal agreement between both parties on Friday 9 December 2022:</p> <p>Amend the Contract completion date on page 4 from '19 December 2022' to '31 January 2023'</p> <p>Draft Contract Deliverables to be provided on 22 December 2022, final version to be provided by 31 January 2023.</p>
6.	Implementation date of Change	Upon signing of both parties
7.	Effect on Deliverables and Services	Nil
8.	Effect on Documentation	Nil.
9.	Plan for implementing the change	N/A
10.	Effect on Service Charges	Nil
11.	Other relevant matters (eg transitional impacts)	The PM&C Customer Representative will provide details where required.
Signed for and on behalf of the Commonwealth of Australia as represented by the <b>Department of the Prime Minister and Cabinet</b> by its duly authorised representative:		
Signature:		s 22(1)(a)(ii)
Name of Signatory:		s 22(1)(a)(ii)
Position:		A/g Assistant Secretary
Date:		4/1/2023
Signed for and on behalf of KPMG Australia (ABN 51 194 660 183) by its duly authorised representative:		

Signature:	s 47F
Name of Signatory:	
Position:	Partner
Date:	23 December 2022





Level 9, Constitution Place  
1 Constitution Avenue  
Canberra ACT 2601  
Australia  
ABN 51 194 660 183

PO Box 7396  
Canberra Business Centre  
Australia  
Fax +61 2 6248 1122  
Phone +61 2 6248 1111

## Tax Invoice

Department of the Prime Minister and  
Cabinet  
ATTN: s 22(1)(a)(ii)  
1 National Cct  
BARTON ACT 2600

Date : 12 January 2023  
Contact : s 47F  
Telephone : s 47F  
Invoice number : 821502265  
Entity number : 9101  
Client code : 100468  
Payment due date : 11 February 2023  
Total payable : AUD 41,122.62  
Client Reference No :

PROFESSIONAL SERVICES RENDERED  
Acceptance of draft Theory of change

Fees	37,384.20
Total GST payable	3,738.42
Total Payable	AUD 41,122.62



Member firm of  
KPMG International

This account is payable within  
30 calendar days

Kindly note: no receipt will be  
forwarded unless requested

Liability limited by a scheme approved under Professional Standards Legislation

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Client payment code	100468	Payment due date	11 February 2023
Invoice number	821502265	Total payable	AUD 41,122.62
Entity number	9101	Contact	s 47F



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Client payment code 100468  
Invoice number 821502265  
Entity number 9101

Date 12 January 2023  
Payment due date 11 February 2023  
Total payable AUD 41,122.62  
Contact s 47F

s 47F

### Direct Deposit

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Address	
Account name	
Swift code	
BSB no	
Account no	
Reference / description	821502265

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Invoice Number	821502265
Client Code	100468

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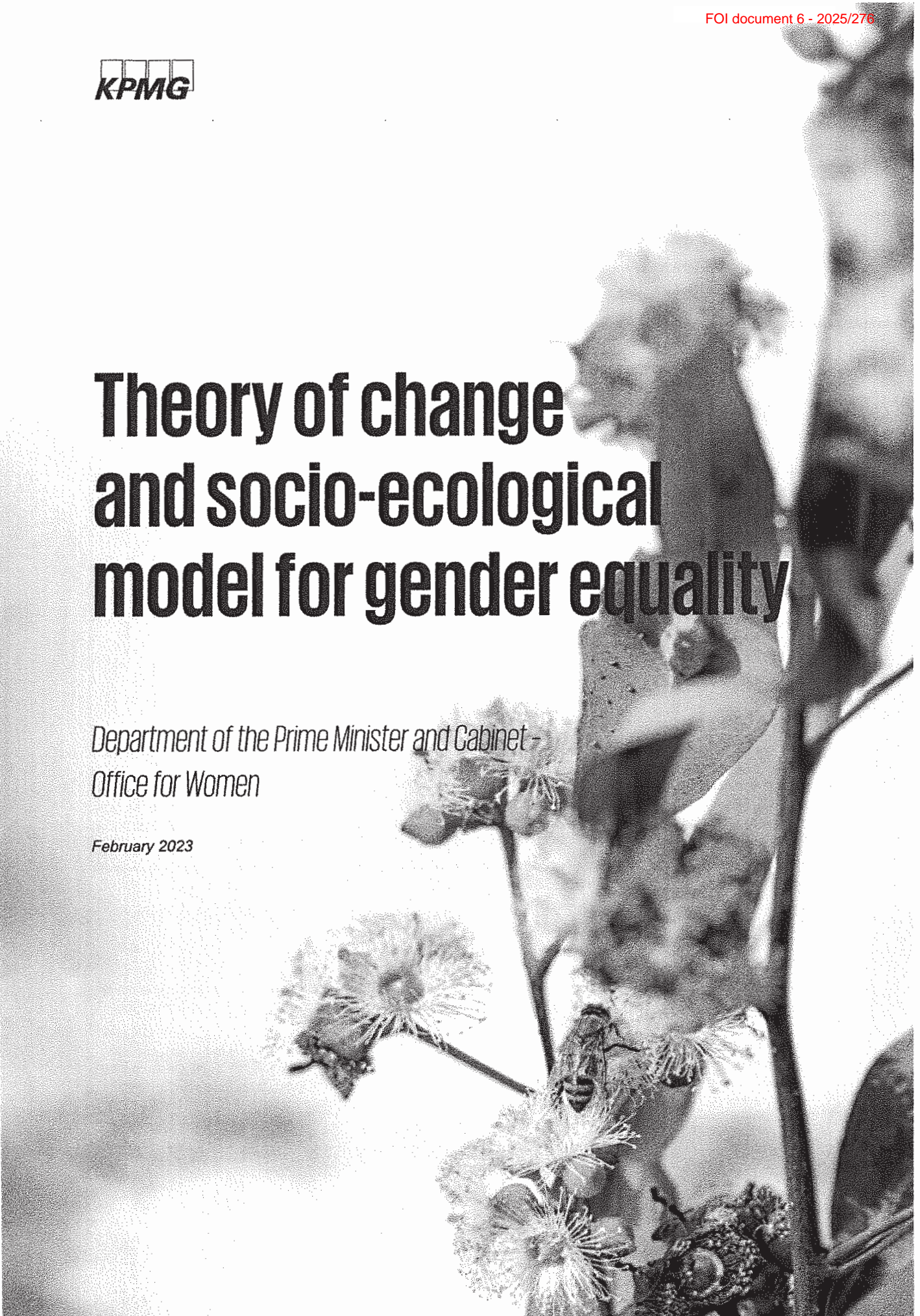




# Theory of change and socio-ecological model for gender equality

*Department of the Prime Minister and Cabinet -  
Office for Women*

*February 2023*





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### Contributing team

The preparation of this report was led by KPMG, with a number of expert academic partners. The full KPMG team included [REDACTED] s 47F [REDACTED] with extensive contribution from [REDACTED]

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# Acknowledgement of Country

KPMG acknowledges Aboriginal and Torres Strait Islander peoples as the First Peoples of Australia. We pay our respects to Elders past, present, and future as the Traditional Custodians of the land, water and skies of where we work.

At KPMG, our future is one where all Australians are united by a shared, honest, and complete understanding of our past, present, and future. We are committed to making this future a reality. Our story celebrates and acknowledges that the cultures, histories, rights, and voices of Aboriginal and Torres Strait Islander People are heard, understood, respected, and celebrated.

Australia's First Peoples continue to hold distinctive cultural, spiritual, physical and economical relationships with their land, water and skies. We take our obligations to the land and environments in which we operate seriously.

Guided by our purpose to 'Inspire Confidence. Empower Change', we are committed to placing truth-telling, self-determination and cultural safety at the centre of our approach. Driven by our commitment to achieving this, KPMG has implemented mandatory cultural awareness training for all staff as well as our Indigenous Peoples Policy. This sincere and sustained commitment has led to our 2021-2025 Reconciliation Action Plan being acknowledged by Reconciliation Australia as 'Elevate' — our third RAP to receive this highest level of recognition. We continually push ourselves to be more courageous in our actions particularly in advocating for the Uluru Statement from the Heart.

We look forward to making our contribution towards a new future for Aboriginal and Torres Strait Islander peoples so that they can chart a strong future for themselves, their families and communities. We believe we can achieve much more together than we can apart.





# Achieving gender equality

Gender equality is the foundation for strong, positive economic and social outcomes for individuals and society. To achieve an Australia where every person's aspirations, opportunities, experiences, treatment, and outcomes can be free from the influence of gender, we must move beyond the existing constraints and repercussions of gender norms which create and reinforce structures and systems of inequalities. In doing so, barriers will be removed so that women, men, gender diverse and non-binary people of all social identities can lead fully flourishing lives.

A considerable amount of work has been undertaken to advance gender equality in Australia. From grassroots feminist activism and investment since the 1970s, to industry leaders, political actors and government institutions, many have contributed to closing the gender wage gap, ending gender-based violence, and driving gender equality in education<sup>1</sup>, health, and wellbeing.

While a great deal has been done, there remain persistent inequalities across all domains of life and in some key areas progress has stalled over the past decade.<sup>2</sup> This also pertains to the experience of gender norms and how it can be compounded by other forms of diversity, such as sexuality, age, culture, Indigeneity, gender identity, disability, and socio-economic status. To ultimately achieve gender equality, ongoing concerted effort is required across all settings and sectors to free individuals from the constraints and repercussions of gender norms.

The Department of the Prime Minister and Cabinet, Office for Women (OfW), is leading the Australian Government's commitment to develop a *National Strategy to Achieve Gender Equality* (the Strategy) and a *theory of change*. The Strategy will guide whole-of-community action to achieve gender equality and will be informed by consultation with a range of diverse stakeholders across Australia, including those with lived experience, living with disability, First Nations peoples, people who are LGBTQIA+, migrant and refugee people, and culturally and linguistically diverse (CALD) people.

## First Nations gender equality

It is important to recognise that this theory of change, as it currently stands, is limited in its capacity to provide avenues to address gender inequality among First Nations communities. Consultations have suggested there is a need for a theory of change designed for, and by, First Nations communities.<sup>3</sup>

This approach aligns with the spirit and intent of the Uluru Statement from the Heart and the proposed establishment of a First Nations Voice to Parliament, and honours the tenets of agreement-making and truth-telling. It ensures the necessary self-determination and ownership of policy and strategy for First Nations peoples and outcomes, therefore, requiring a commensurate process for First Nations people to inform the implementation of the Strategy.

In order to do so, time and space to consult and develop in a culturally appropriate manner is required and the work must not duplicate that of Wiyl Yari U Thangani, instead building on the important work already undertaken by First Nations women.

## Purpose of a theory of change

A theory of change is a framework used to enable a detailed description of how and why a desired change is expected to happen as a result of an action, intervention or program, which enables rigorous measurement of its impact. A theory of change can help to identify the cause of an issue and then apply evidence and research to identify effective solutions to the problem, or test if existing solutions are appropriate. A theory of change will often include a simple and logical diagram to summarise the problems, drivers, solutions and outcomes. This will be accompanied by further detail on each of the steps within the theory of change diagram.

There are a variety of ways to structure and represent a theory of change, dependent on the audience and complexity of the problem and solutions. However, they typically include:

- Identification of the problem that is to be solved
- Detail on how the interventions or actions specified are intended to create change, backed up by evidence
- Articulation of the outcomes or impacts that should be seen if the problem is solved. These should be measurable so that the validity of the theory of change can be tested over time.

For the purpose of achieving gender equality in Australia, a theory of change can create a unified vision and strategy for change that will guide activities across government and broader society. It provides evidence to underpin the National Strategy to Achieve Gender Equality and can be used to refine and improve interventions over time to further progress gender equality.



## The structure of this theory of change for gender equality

This theory of change towards a transformative agenda for gender equality in Australia articulates the necessary conditions and actions to progress gender equality for all domains of Australian life. Being gender transformative, not simply responsive, means specifically identifying and actively addressing gender inequalities, through a more nuanced understanding of individual and community conditions, social contexts and drivers of gender inequality in the definition of policies. It builds on the achievements of previous generations of champions for gender equality whilst recognising there is still more to be done.

As presented in Figure 1 below, the theory of change document will begin with a description of why the **problem** of gender inequality exists in Australia and the reasons that it persists, despite considerable efforts to address it. Accompanying this is a **vision** for the future and the **outcomes** that will precede achievement of gender equality. The problem, vision, and outcomes are presented together to provide a frame of reference from where Australia is now, to where we are trying to go.

The document will then detail the **guiding principles for achieving gender equality**, followed by the **levers of change** that will create the necessary changes in Australia to achieve gender equality.

Although not expanded upon in this document, the next step in the theory of change is the development of a set of metrics and indicators that will allow for benchmarking and measuring progress. Metrics and indicators must capture dimensions of gender and intersectionality to ensure that equality is being achieved for all. This work is being developed separately to this theory of change.

The **levers of change** will be followed by a description of the **intermediate outcomes by socio-ecological levels**. These are the outcomes or changes that need to be seen across the individual, relationship, community, institutional, and societal levels to realise the vision of this theory of change. Drawing on a socio-ecological model allows for recognition that inequality presents across multiple levels and spheres that people live and exist within. The layers of the model also interact and influence each other, meaning that it is necessary to consider how the levers of change can target multiple levels simultaneously for maximum impact. Further explanation of the socio-ecological model and its application to gender equality is explored in this chapter.

The final section, **sequencing**, sets out how the levers of change can be ordered to maximise their impact and accelerate progress towards gender equality.

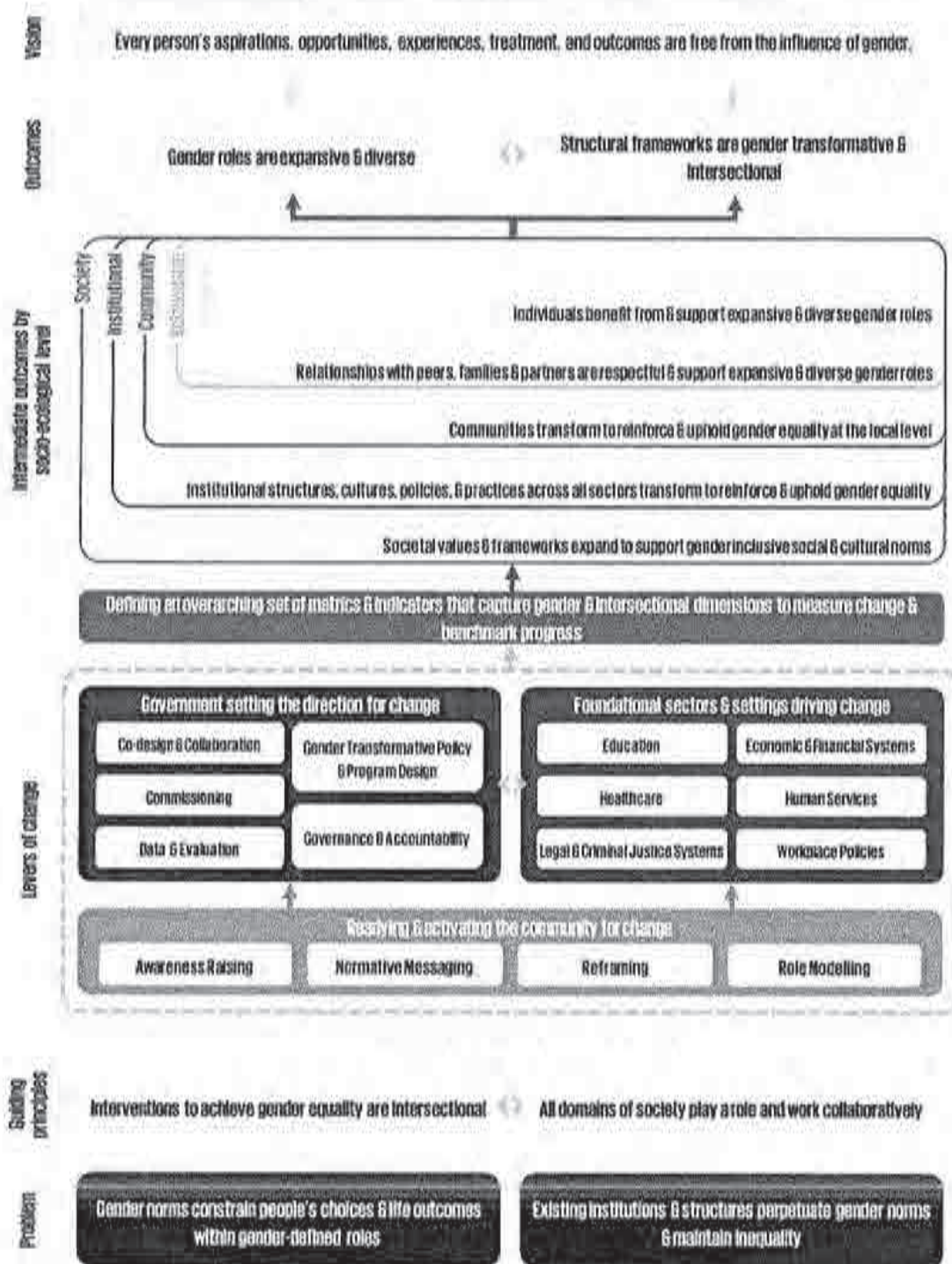


Figure 1: Theory of change for gender equality



### The socio-ecological model

The socio-ecological model seeks to articulate the interactions, influences, and dependencies between individuals and the environments with which they interact. The levels of the socio-ecological model are interdependent and reinforce each other, meaning that addressing gender inequality must be targeted at multiple levels at a time. In changing the environment within which people live and operate, it is possible to shift harmful attitudes and behaviours. For example, ending family and domestic violence requires a varied approach that shifts attitudes and behaviours, and also reforms the institutions (e.g. legal and criminal justice systems) that penalise victim-survivors.

In this theory of change, there are five layers of the socio-ecological model that will be explored. These are:

**Society:** Society is the shared and overarching level of the model that details the social and cultural norms that operate within Australia. These norms are informed by the behaviours and attitudes that exist at all other levels of the model, and simultaneously reflect back and reinforce how individuals, relationships, communities, and institutions operate.

**Institutions:** Institutions are the formal structures within society, such as government (including policy/programs), workplaces across all sectors, and faith-based organisations. The processes, policies, and cultures within institutions are a reflection of the societal attitudes that exist but are typically slower to shift and evolve in line with advances in attitudes. Institutions also reinforce and maintain existing power structures and inequalities as they have been built upon attitudes and norms of past.

**Community:** The community layer is defined by the attitudes, behaviours, and structures that exist at the local or neighbourhood level. This includes schools, neighbourhoods, sports clubs, and volunteering groups. Some places, like schools and faith-based organisations, sit across both the institutional and community level. The policies and processes that guide and govern them are institutional, but the culture and influence of specific schools and faith-based organisations operates at the community level.

**Relationship:** Relationships are the interactions between peers, friends, partners, and families. How relationships function and contribute to gender inequality is influenced by the community context that people live in, the institutions and structures that they operate within, and the individual attitudes they hold. Each of these factors is further influenced and reinforced by the society level.

**Individual:** The individual level describes a person's attitudes and behaviours. Personal characteristics and attributes, as well as intersecting factors of diversity, influence how an individual may experience or perceive gender inequality.

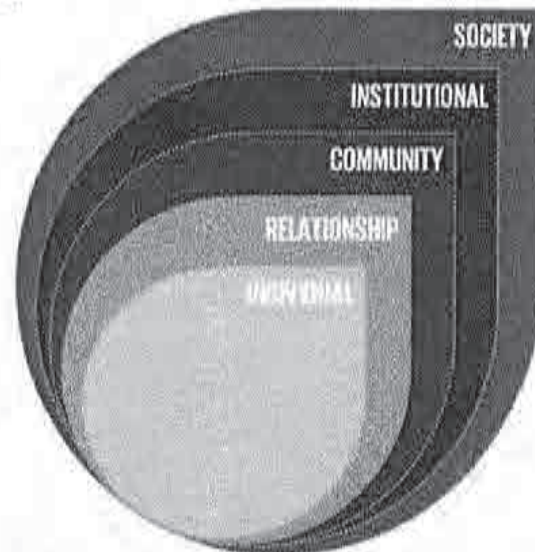


Figure 2: Socio-ecological model - a dynamic system



# Vision for the future and problems to address

## The ultimate goal and key outcomes

The ultimate goal of the Strategy is that every person's aspirations, opportunities, experiences, treatment and outcomes are free from the influence of gender. This will be achieved when the **key structural frameworks across Australia are gender transformative and intersectional, and expansive and diverse gender roles are pervasive**, supporting all individuals to be who they are and pursue their aspirations for the life and identity of their choice.

To achieve gender equality, Australia must transform the institutions and structures that reinforce inequality in their current form. In parallel, values, customs and norms that contribute to continued inequality and discrimination must be reassessed and adjusted, with government, workplaces across all sectors, and community groups facilitating and supporting this process.

## The drivers of gender inequality

To achieve gender equality in Australia, a transformative agenda for change is required that tackles the drivers of gender inequality, specifically:

- Gender norms that constrain people's choices and life outcomes within gender defined roles
- Existing institutions and structures that perpetuate gender norms and maintain inequality.

As individuals, our experiences of the world are informed by existing gender norms which prescribe expected pathways and expected templates of aspirations, choices, behaviours, attitudes, and actions for particular genders, predominately for those who identify as male or female (man or woman). For example, it is 'normal' for women to be the nurturing person of their family structure while men are seen as the provider or breadwinner. If observed life outcomes of women consistently and systematically differ from men's, it is an indication that gender (i.e. the operation of gender norms) has been a determinant throughout that person's lived experiences. If observed outcomes differ by other dimensions of identity, it is an indication that further intersecting layers of inequity (e.g., ageism, racism, etc.) have been a determining factor.

Norms exist as a mechanisms for conferring power and status to some groups over others. They spell out an expectation that men will fulfil roles that are higher in social and economic status and value, and therefore have greater control over resources and assets and authority over others. These norms disadvantage women, gender diverse, and non-binary people by limiting their access to the foundations of prosperity and safety. Simultaneously, these norms can also be harmful and constraining to men, setting expectations for conformity which may not align to their values or enable them to pursue goals in line with their individual abilities or aptitudes.

The damaging effects of these gender norms include:

- harm to wellbeing including unhealthy masculinities and male perpetrated violence (e.g., men accounting for 75 per cent of suicide<sup>4</sup>)
- forgone gains of diversity and the losses of not enabling each individual to reach their potential (e.g., companies that have more gender diversity are 21 per cent more likely to experience above-average profitability<sup>5</sup>)
- infringement of human rights and human flourishing.

These norms manifest in various formal institutions and structures, such as labour force participation, leave and entitlements, economic outcomes throughout the lifespan, education, access to health services and health outcomes, representation in political and public life, division of labour in the home, and gender-based violence, among others. These spheres are interconnected and dynamic, for instance, income security and access to paid work can contribute to supporting vulnerable individuals to exit violent relationships. Freedom from violence enables participation in decision-making, thereby making governance systems more gender responsive. In turn, gender responsive governance systems foster

economic empowerment and help prevent and address family and domestic violence. As existing gender norms influence and reinforce formal structures of inequality and vice versa, any action or intervention designed to create change must address both concurrently.

## Addressing the drivers of gender inequality

The approach to achieving change is to identify the following:

- a vision for the future
- the outcomes that will demonstrate if the vision has been reached
- the levers of change that can be activated to progress towards these outcomes
- the sequence or order in which the levers should be activated to maximise impact.

Addressing the drivers of gender inequality is a process of replacing the systems and structures that perpetuate power and privilege with ones that allow every person to thrive, regardless of gender and intersecting identities.

However, progress cannot be made without consideration of the impact, and often compounding effect, that intersectional characteristics (such as sexuality, age, culture, Indigeneity, gender identity, disability, and socio-economic status) can have on how an individual experiences and moves through life. For many Australians, inequality will manifest in more forms than just gender. Consequently, activating the levers specified in this theory of change must be done with careful consideration of how they will impact people with intersectional identities, and if a different approach is required to appropriately respond to their needs.

Finally, achieving gender equality is not just the responsibility of government; all domains of society, including workplaces, communities, sectors, and individuals, must collaborate and work together to drive progress.



## Guiding principles for achieving gender equality

To achieve the goal of equality, actors across society will need to become (and remain) engaged and committed to transformation. This is not a task just for government, but one that requires collaborative partnerships across civil society, layers of government, academia, non-government organisations (NGOs), and private sectors.

It is also critical to remain mindful in designing and implementing actions to achieve gender equality activities that **the human experience is intersectional and gender equality approaches must be too**. This means acknowledging that gender discrimination can intersect with and be amplified by other forms of discrimination, creating a unique set of barriers that need to be overcome.

For these reasons, the implementation of the theory of change and National Strategy will be guided by the following two principles:

**Interventions to achieve gender equality are intersectional**

**All domains of society play a role and work collaboratively**

### Intersectionality and gender equality

This theory of change acknowledges that inequalities do not manifest in distinct silos of inherent individual characteristics such as race, gender or gender identity, sexual identity, age, socio-economic status, ethnicity and Indigeneity. Rather, they intersect, sometimes compound, and can be mutually reinforcing. For gender equality to be achieved in Australia, the ways in which these inequalities manifest at the individual, social, structural, and political levels and across settings must be understood, interrogated, and addressed. It is critical we centre intersectional experiences and identities and operate from a framework of intersectionality built on an understanding of how a broader context of identity impacts on individuals differently, at different times and in different contexts.

At the same time, gender, as an internal signifier of an individual's identity, goes beyond the binary of man and woman. Binaries of gender identity (male and female) as a production of biological sex – which is assigned at birth – are associated with socially constructed aspects of femininity and masculinity and respective attitudes, feelings, and behaviours. As a result, the population who do not identify as male or female (e.g., non-binary, intersex, trans, or gender diverse) is often rendered invisible and can experience repercussions for failing to adhere to any gender normative pathway.

### Working across sectors

For gender equality to be transformative and sustainable, a coordinated approach with multiple stakeholders and partners is required. This includes collaboration between all levels of governments (Commonwealth, State and Territory and Local), employers, trade unions, religious institutions, NGOs, and academics with a particular focus on transformative and evidence-informed intersectional approaches. Governments at every level have primary responsibility for setting goals, strategies, and direction, in line with their international human rights obligations, for ensuring equality of all individuals. However, government levers, while critical, cannot be enacted in isolation. Every sector, institution and organisation, community and individual have a role and responsibilities in achieving gender equality. Efforts must be coordinated to leverage the sphere of influence of each stakeholder to ensure each aspect of Australian life is accounted for, and to ensure efforts are consistent and mutually reinforcing.

Partnerships between governments and grassroots organisations are also important to draw upon deep and situated local knowledge and ensure community ownership of the work and the inclusion of diverse perspectives.



Collectively, leaders and leadership in all spheres, including voices of influence, industry leaders and elected government officials, must work to create an enabling environment which champions sustainable change and total transformation.

Active partnership and collaboration are required across the socio-ecological model, including between:

- Commonwealth and state and territory governments, and local governments
- Employers and employee representatives in gender segregated industries that most contribute to the gender wage gap (e.g., health care and social assistance, retail trade and mining and construction)
- Leaders in sectors which are major influencers of gender attitudes and perceptions, such as the media, arts and cultural organisations, educational institutions, and religious bodies
- Governments and grassroots organisations to draw upon deep and situated local knowledge and ensure community ownership of the work and the inclusion of diverse perspectives.

## Levers of change

To achieve gender equality in the structural frameworks operating across Australia and in our social norms, the theory of change outlines a range of actions (called **levers of change**) to be undertaken within three areas of focus. These actions will drive ongoing progress towards the outcomes at each level of the socio-ecological model.

For these outcomes to be achieved, the levers that will drive the change necessary for these outcomes to be achieved, fall into three broad areas of focus:

**Government setting the direction for change, by providing leadership and accountability for achieving results**

Readying and activating the community for change, with a focus on attitudes and gender roles

**Foundational sectors and settings driving change through social and economic frameworks**

Investment and effort across these three focus areas must be ongoing, even when the ultimate goal of equality has been achieved. These three focus areas set out levers as core domains of activity for a gender equal society which must be continually assessed and addressed to maintain a gender equal society. Activities within this focus area influence the full suite of outcomes within the socio-ecological model.

### Government setting the direction for change

Government at all levels set the overarching vision and strategic direction to achieve gender equality. These mechanisms provide the structural foundation upon which the other focus areas build their actions to transform society.

Mechanisms for the leadership role of government include the following key levers:

### Using clear governance accountabilities to improve gender equality

Addressing gender inequality requires input and action from all levels, departments, and agencies across government. Defining ownership, governance, reporting, and accountability mechanisms for achieving gender equality and implementing actions specified in the National Strategy to Achieve Gender Equality is essential to ensure that progress is made and that everyone contributes to objectives. Governance and accountability for progressing gender equality must be accompanied by access to gender disaggregated data, defined indicators and measures of progress, and a robust monitoring and evaluation capability, as well as guidelines, tools and communication for departments and staff to utilise.<sup>4</sup>

### How clear governance accountabilities can be used to improve gender equality

Large scale transformations of this magnitude are rarely, if ever, effective and sustainable without leadership, established governance and accountability, and data and measurement capability.<sup>7</sup> Coordinated and aligned leadership from across government departments is essential to create the necessary cultural and process changes within the public service to deliver on gender equality objectives.<sup>8</sup> There must be sufficient resources dedicated to investment in public service staff capabilities in alignment with the Strategy (e.g., training on gender responsive budgeting and when/how to perform gender impact assessments), and for staff to embed a gender transformative approach into their work. Cultural change and awareness raising about the purpose of the Strategy and a vision of the future will also be required. Awareness raising can be augmented by mandates, monitoring, and reporting requirements to enforce gender transformative approaches into policy and program design. Clear reporting requirements will embed ownership and responsibility for results across portfolios.



### Using investment in co-design and collaboration to improve gender equality

Co-design and collaboration with communities, businesses and citizens is integral in developing and implementing policies and programs that meet the needs of the people they are intended to support. Drawing on the insights and expertise of those with lived experience or with scientific and technical expertise during design, development, implementation, and evaluation can deliver more innovative and effective solutions to public policy issues. It can concurrently build trust in public service capability and contribute to an ongoing collaborative relationship with citizens.<sup>9,10</sup> In turn, this can reduce the potential for resistance to change and backlash.<sup>11</sup> Governments must dedicate resources to embedding co-design and collaboration into government processes and training public service staff in the skills required to facilitate this. It is critical that collaboration moves beyond informing and consulting, towards genuine co-design that includes the public in solutions at every stage, from design, development, implementation, and evaluation.

#### *How investment in co-design and collaboration can be used to improve gender equality*

Increasing complexity of public policy issues and prevalence of intractable problems, like gender inequality, necessitates new models of policy and program design that leverage all available expertise.<sup>12</sup> Co-design with citizens can improve idea generation, efficiency and impact of services, and greater citizen outcomes in the long term.<sup>13</sup> In addition to improvements in outcomes, genuine co-design can build trust in the government and in public services' capability and capacity to deliver value, working to counteract decreasing levels of citizen trust.<sup>14,15</sup>

In regard to gender equality, co-design and collaboration can:

- Bring in citizens, the private sector, and non-government organisations to collectively address gender inequality and accelerate the transmission of solutions and approaches across sectors, organisations, and levels of government
- Reduce the likelihood of passive resistance to change and active backlash<sup>16</sup>
- Ensure that interventions are tailored to the communities that they seek to influence and support and address the specific intersectional issues that they face.

Co-designing with citizens requires buy-in from leadership and staff from across organisations. Co-design is most effective when the public sector possesses the necessary skills to create an open, trusting, and collaborative environment. This requires technological literacy, active listening skills, empathy, capabilities in building cultural safety, and skills in building and maintaining clear accountabilities.<sup>17</sup> It is also essential that diversity is present within the public service team facilitating co-design, particularly when engaging with diverse and marginalised groups.

Co-design and collaboration offer an opportunity to accelerate progress towards gender equality by leveraging all available expertise and experiences, while simultaneously activating and including the key actors necessary to resolve the issue.

### Using gender transformative policy and program design to improve gender equality

Gender transformative policy and program design seeks to transform existing social norms to eliminate inequality. It moves beyond gender sensitive and gender responsive approaches by actively addressing the root causes of gender inequality, rather than solely focusing on equalising outcomes through equity measures and service access.<sup>18,19</sup> Intersectionality is a fundamental principle of successful and inclusive gender transformative approaches. Many of the norms and power structures that cause gender inequality have a disproportionate impact on women with diverse and intersectional backgrounds, and consequently their experiences must be built into gender transformative policy and program design.<sup>20</sup> Gender transformative approaches must be accompanied by gender responsive policies and programs to ensure that outcomes for women, gender diverse, and non-binary people do not regress and that the symptoms of gender inequality are responded to while addressing underlying causes.

#### *How gender transformative policy and program design can be used to improve gender equality*

Governments are increasingly aware of the necessity of gender responsive policy and program design and utilising gender impact assessments to create fairer outcomes and equitable access to resources.



This needs to be bolstered by a clear commitment to adopt gender transformative approaches and guidance across government that clearly articulates how this operates in practice. Greater coordination among departments and levels of government will also be necessary to ensure that different policies and programs are complementary and cover key dimensions of inequality.<sup>21</sup>

For example, Gender Responsive Budgeting (GRB) is in its infancy globally, with a relatively small number of jurisdictions (nationally and at the equivalent to state level) now building their frameworks; these include Victoria (commenced in 2021) and New South Wales (who released their first Women's Opportunities Statement within the FY22/23 budget) as well as the Australian Federal government. A 2017 review of GRB by the OECD noted the following principles that are needed to support robust gender budgeting in practice:

- A strategic framework, that outlines the overall goals and whole-of-government approach beyond GRB
- Implementation tools, in particular an expansion of budgeting models to incorporate gender perspectives at each phase
- Enabling environment, including the systematic collection of data, capacity development of staff, engagement with the public and oversight from parliament and the audit office.

With these guiding principles in mind, further effort is needed to effectively implement GRB at the commonwealth and state level in Australia, under the following guiding principles:

- In line with community activation strategies, a whole-of-government approach to GRB is needed, with full cultural buy-in across all departments and level of government; the process needs to be seen as a critical pillar of achieving gender equality
- Enhancement of all budget models to include gender impact assessments at the ex-ante, approval and ex-post phases of policy decision making
- Establishment of frameworks for measuring and reporting outcomes, and accountability for showing improvement in gender-based outcomes.



## Levers in practice

Due to persisting social norms around the male breadwinner model, women's workforce labour supply is far more elastic than men. Subsequently, any changes to marginal tax rates are more influential on women's labour force participation.<sup>22,23</sup> The impact of marginal tax rates upon workforce participation is compounded for women with caring responsibilities, as they must pay for care in addition to taxation.

KPMG has estimated the impact of the additional cost of childcare on working mothers by defining a Workforce Disincentive Rate (WDR) as the proportion of extra earnings that is lost to a family after taking account of additional income tax paid, loss of family payments, loss of childcare payments and increased out-of-pocket childcare costs. A WDR of 50 per cent indicates that a family loses half of the mother's additional earnings from increasing their work hours. Prior to the recent expansion of the childcare subsidy, WDR's of between 75 per cent and 120 per cent were common for mothers seeking to increase their days of work beyond three per week.<sup>24</sup>

This disincentive reduces the value of women's workforce participation to their family, providing financial incentive for them to perform a traditional caring role. A gender responsive design of marginal tax rates and childcare subsidy arrangements may be necessary in the short to medium term to account for differing labour supply elasticity between men and women, including through gender responsive budgeting and other reforms currently underway in some jurisdictions.



## Commissioning for outcomes to improve gender equality

Commissioning broadly refers to any government processes which transfer resources, work or positions to external organisations or individuals. Commissioning for outcomes ensures that organisations or individuals who administer goods and services or hold positions can demonstrate their capacity to deliver on outcomes as specified by government. Procurement, commissioning and contracting can each be levered to progress gender equality and shape the way that institutions within and beyond government respond to inequality.

*How commissioning for outcomes can be used to improve gender equality*

Commissioning of community organisations and businesses to deliver government services has become increasingly common in Australia. Commissioning enables government to outsource the time and resources required to manage and operate services, instead allowing for attention to be focused on performance and outcomes of the provider.<sup>25,26</sup> In doing so, organisations that are commissioned to deliver services are driven to innovate, strive for consumer and community focused benefits, and align their delivery approach towards gender equality outcomes.<sup>27</sup>

Key dimensions of commissioning that can influence gender equality include:

- **Grants administration:** incorporate gender and intersectional considerations into grants administration criteria and assessment processes to deliver more effective services that meet the needs of the community.
- **Procurement rules:** Similar to Indigenous Procurement Rules, the government could set targets for value or proportion of contracts that are awarded to businesses that meet specified gender quotas in leadership or on boards.<sup>28</sup> Procurement rules could also encourage employment of women in non-traditional roles, such as trades, by setting gender targets for awarding large construction contracts. Clearly, this would need to be supported by other measures designed to encourage women into trades and remove barriers to participation.
- **APS contract management capability:** Greater contract management and coordinated procurement can deliver significant savings for the government and improve the outcomes delivered through commissioning and contracting.<sup>29</sup>

Effective and outcome focused commissioning has wide-reaching impacts across the government and into the community. Progress to date in improving commissioning across government can be built upon to further accelerate gender equality and demonstrate the government's commitment to addressing inequality. Holding a gender responsive and transformative lens over commissioning is also necessary to ensure that it does not inadvertently stall or reverse progress.

## Using robust data and evaluation to improve gender equality

Monitoring and evaluation, including concise and realistic benchmarks, baselines, and processes, are important parts of driving social change. Given the diversity of interventions and actors required to achieve gender equality, robust data and evaluation are particularly important. These will increase the likelihood that the transformative potential of any planned interventions is reached. By measuring and reporting on relevant progress, success and outreach indicators, the extent of transformation can be tracked and supported through evidence-informed adaptations to strategy and initiatives. It will also support the effective implementation of interventions and measures, ensure accountability, enhance knowledge and understanding of ongoing changes, and allow for iterative design to address unintended consequences and emerging issues.<sup>30,31</sup>

*How robust data and evaluation can be used to improve gender equality*

The Thodey review of the APS highlighted the need to embed a culture of monitoring and evaluation into policy and programs, facilitated through high quality data collections and clear reporting guidelines.<sup>32</sup> Implementing dedicated evaluation and research capabilities into the public service will allow for government to respond in a more agile fashion to emerging issues and develop new interventions based on what is known to work, for who, and under what circumstances.<sup>33</sup>

As a priority, there must be expansion of available data that captures attitudes towards gender equality and prevalence of related behaviours, with sufficient data granularity to disaggregate data by key

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demographic and intersectional characteristics. This is essential to ensure that interventions and approaches are meeting the needs of groups who are uniquely and disproportionately impacted by gender inequality, such as women with disability, First Nations women, LGBTQIA+ people, migrant and refugee women, women living in rural and remote regions, women from low socio-economic status, and CALD women. This will build a foundation for more advanced analytical techniques and modelling to occur, with flow on effects to more innovative, effective, and targeted policy and service delivery.<sup>34</sup>

In practice, the development of an outcomes framework for the Strategy will assign accountability for results and allow for identification of data gaps and potential for future data collections. The outcomes framework will include a mix of quantitative and qualitative indicators to measure progress across a range of domains related to gender equality. This may include:

- Domains (our aspirations for cultural, attitudinal, behavioural, and structural change)
- Outcomes (the differences we want to see)
- Indicators (to answer the question of how we will know if we are progressing towards the outcomes and targets). Indicators will be developed for each outcome, including (but not limited to):
  - Prevalence of community attitudes support intersectional and gender equality
  - Number/percentages of legislators or senior officials
  - Representative in parliament
  - Presence of civil liberties (freedom of press/movement)
  - Ownership rights
  - Violence against women
  - Health and education (life expectancy)
  - Educational attainment
  - Gender pay gap
  - Labour force participation
  - Earned income.

## Readying and activating the community for change

Several mechanisms can be employed to drive community and institutional activation to achieve gender equality. These mechanisms draw on behavioural insights to target attitudes, norms, and values and to pave the way for positive change without apathy, backlash, or fear-based responses. Readiness and activation mechanisms include the following key levers.

### Using awareness raising and collective organising to improve gender equality

Awareness raising can increase knowledge of gender inequality and inform an understanding of the social and economic benefits and moral imperative of resolving it.<sup>35</sup> It exposes people to new ideas, challenges existing views, and can facilitate conversation and debate among citizens that build towards mutual understanding of more contemporary Australian cultural values. Awareness raising can operate across all levels of the socio-ecological model, from national awareness campaigns targeted at societal values (for example, promoting social norms that prevent gender-based violence), awareness raising within workplaces and organisations about the value of diversity, through to grassroots and community organisations advocating for the needs of their communities.

Awareness raising is a precursor to activating collective organisation. To move the community from awareness onto behavioural change, there must be space and resources provided for community actors to collectively organise around an area of focus, to advocate for approaches to progress gender equality that meet the needs of their target or focus group and to take action to drive change. Collective organising is in part enabled through an active and influential, not-for-profit sector that is resourced



appropriately to advocate for citizens and deliver services.<sup>36,37</sup> Collective organising can also take place in trade unions, communities, and workforces, such as the public sector.

*How awareness raising and collective organising can be used to improve gender equality*

Progress towards gender equality has stalled in Australia in part due to a failure to shift the underlying norms and values that continue to shape our society and institutions. Awareness raising is an essential first step in shifting these social norms and cultural values and challenging beliefs that equality has already been reached. While awareness is rarely sufficient to create the behavioural change necessary to achieve gender equality, it can work to prime individuals for future change and facilitate acceptance for policies, programs and initiatives that are more effective in progressing gender equality.<sup>38</sup>

Readiness for change is an important factor in whether an intervention will be effective at shifting norms and attitudes. Awareness raising that is pitched too far ahead of the community's readiness to change is likely to fail and may create active hostility and pushback against the intended outcome.<sup>39</sup> Here, goal setting is important. Evaluating community attitudes first and using an approach of progressive approximation to the desired final goal, can be an effective way of preventing resistance to change while keeping people motivated to strive for change.<sup>40</sup> For example, the goal of Australia's national plan to respond to family, domestic, and sexual violence (FDSV) was titled, and had a goal of *reducing* FDSV. The second national plan, released in 2022, is now aiming to *end* FDSV.

Bridging the gap from intention or mindset to action requires awareness raising to be paired with interventions that target multiple layers of the socio-ecological model and are designed to drive behavioural change.<sup>41</sup> This is particularly pertinent for engaging with men and boys, who tend to respond better to interventions and awareness raising that leverages peer-based learning and has been co-designed with men.<sup>42</sup>

Despite the prevalence of awareness raising, there is limited evidence on the impact and effectiveness of many approaches. Any attempts to raise awareness should carefully consider language use, draw on approaches that are known to make change, attempt to build empathy in the target audience, utilise multiple communication platforms, and leverage the influence of peers and role models where possible.<sup>43,44,45</sup> Critically, awareness raising must draw on intersectional perspectives and experiences to ensure it is accessible, culturally sensitive, and appropriate for different audiences.

Even using best practice approaches to awareness raising, resistance and backlash is an expected part of any change process.<sup>46,47,48</sup> Backlash and resistance can manifest across a spectrum of passive to active responses that seek to maintain the status quo. While awareness raising may initially be the trigger of resistance and hostility, it is also part of the solution to minimise backlash effects in the longer term and pave the way for future support for more active and tangible gender equality initiatives.<sup>49</sup> Research indicates that education campaigns, consultation with the relevant community, and involvement of those communities in the design of solutions are effective approaches to prevent passive resistance to change and active backlash.<sup>50</sup>



## Levers in practice

### Anticipating and responding to backlash and resistance – adapted from *Change the Story*

The approaches to anticipating and responding to backlash and resistance against domestic and family violence prevention work detailed in *Change the Story* and below can also be leveraged in the context of addressing gender inequality. These include:<sup>51</sup>

- Ensure laws and policies exist to respond to illegal forms of backlash such as doxing, cyberstalking, image-based abuse, or threats of violence, with additional consideration given to the safety of advocates, policymakers, or practitioners who may be targets of backlash
- For each intervention, consider how backlash may occur and draw on multiple approaches to mitigate or respond to it (e.g. using levers like role modelling and normative messaging to reduce chances of backlash occurring alongside approaches in this list to respond to backlash)



- Develop interventions to address the social norms that perpetuate gender inequality to prime the community for change
- Allocate resources for research, monitoring, and evaluation of strategies or interventions designed to respond to backlash and resistance.

Awareness raising is the responsibility of government, organisations, not-for-profits, and advocacy networks. To maximise impact, awareness raising cannot operate as a lever on its own. It must be backed up with tangible actions that capitalise on the public awareness and discourse that has been built as a result of awareness raising. As a priority, the government must play a stewardship role in setting the tone for expected attitudes and behaviours, demonstrated through development and implementation of policy, programs, and legislation that are both gender responsive and transformative.

The pairing of awareness raising with collective organisation can be a powerful demonstration of commitment to get people involved, minimise to reduce resistance and to motivate people to strive for change. This is enabled through resourcing community groups or organisations (e.g. sporting clubs, faith-based organisations etc) to come together to articulate the gender equality issues they are facing, and the solutions they envision.

### Using role modelling to improve gender equality

By promoting and increasing visibility of desirable behaviours, role modelling can be an effective approach to increasing acceptance of a broad range of gender roles, careers, lifestyle choices, and study options. Role models tend to hold status or experiences that grant them admiration and legitimacy. They are most influential upon members of marginalised groups who are 'like' them, whether that be through gender, ethnicity, socio-economic background or other factors and attributes.<sup>52,53</sup> The impact of role models generally falls into three distinct functions of affect:<sup>54</sup>

1. Acting as behavioural models
2. Representing the possible
3. Being inspirational.

Role models may possess multiple of these functions in their role. On this basis, role modelling can work in multiple ways to create behavioural change that is necessary for gender equality.



## Levers in practice

### Mobilising men to take action for gender equality

Role modelling can also be utilised successfully to drive male participation in achieving gender equality, an often neglected focus of gender equality interventions and initiatives.<sup>55, 56</sup>

- Increasingly, there is recognition that efforts to equalise study and career options for women must work concurrently with interventions that encourage men to hold an equitable burden of care and domestic work, including being flexible at work and using leave entitlements to meet this need. Role modelling has proved successful in expanding constructs of masculinity to include 'caring masculinities' and engaged fatherhood.<sup>57, 58</sup>
- Leveraging the influence of role models can shift attitudes and behaviours in groups that are most resistant to change by spotlighting role models who are 'like' them. Men hold greater influence, power and leadership positions in society and are well placed to generate engagement and collective action, particularly among other men.<sup>59</sup>
- Men experience less backlash and punishment compared to women when they confront gender-based discrimination or abuse, and when they advocate for the importance of gender equality. Utilising male role models and advocates can reduce burden and backlash against women who advocate for change and activate the role of men as agents of change.<sup>60</sup>



- Role modelling of desirable behaviours by respected cultural figures (such as a First Nations' sports person, or community leader within a CALD group) can more effectively create change in behaviours and attitudes of people who identify with these communities. It also means that the messaging and behaviour that is modelled is more likely to be culturally safe and appropriate and will be pitched at the correct level of readiness for change.

### How role modelling can be used to improve gender equality

Role modelling works to expand the possibilities that individuals can see for themselves and can create measurable differences in their behaviour over time. For example, representation and visibility of women in science technology engineering and maths (STEM), politics, and leadership increases the likelihood of girls and women considering these as viable career options or pathways for themselves.<sup>61,62,63</sup> As mentioned, it can also be drawn on to demonstrate desirable behaviour models in a range of settings. Within communities, groups like 1 Million Women are activating women to take action to respond to climate change by role modelling climate conscious behaviour and demonstrating solutions and tips on how to make individual changes to their lifestyle to fight climate change.

More broadly, role modelling of positive bystander behaviour can increase the likelihood of others calling out toxic behaviours into the future, as it creates awareness that others perceive the behaviour as unacceptable.<sup>64</sup> In a workplace context, activating bystander behaviour is particularly effective when a person in leadership or with perceived high social standing intervenes in a situation because it signals to others that intervening will not cause them to be socially excluded. Unfortunately, this can also work in reverse to limit bystander behaviour if influential or senior staff are the ones discriminating or harassing staff, stressing the importance of highlighting role models who demonstrate desirable behaviours.<sup>65</sup>

Reporting requirements, targets and quotas that aim to increase representation of women and gender diverse people in particular roles are a viable and effective mechanism to directly increase gender equality in positions of power and to amplify the impact of role modelling and accelerate the pace of progress.<sup>66</sup> Shifting the norms and values that underpin harmful gender stereotypes requires a lot of women to behave differently and act in new roles; systemic change cannot occur when only a handful of women are visible role models.<sup>67</sup>

Similarly, political parties have an important role to play here. They are expected to represent the communities they are servicing, both demographically and substantively.<sup>68</sup> Any efforts political parties can make to increase gender equality – both among their candidates and party machinery – will help guarantee both that there are visible, diverse role models for the entire country and that their policies are informed by a wider range of voices.<sup>69,70</sup>

Role modelling healthy masculinities and engaged fatherhood<sup>71</sup>

Promoting engaged and caring models of fatherhood can advance gender equality through three avenues:

1. **Encouraging men to take on a more equitable burden of parenting and childcare:** This can even out the gendered division of paid and unpaid labour, and increase the proportion of men taking flexible, part-time, or parental leave arrangements. In doing so, women are offered more opportunity to participate in paid employment.
2. **Shifting gender norms and stereotypes that perpetuate gender inequality:** Embracing fatherhood and caregiving can begin to dismantle the norms that position men as breadwinners and women as caregivers.
3. **Improving physical, mental, and relational health and welfare for the entire family unit:** For children, caring and engaged fatherhood builds resilience, improves childhood development outcomes, and breaks down gender norms and stereotypes that are known to perpetuate gender inequality. Engaged fatherhood can also act as a protective factor for men's physical, emotional, and social health, thus contributing to a reduction in gendered disparities in health outcomes.<sup>72</sup>



Role modelling of engaged fatherhood can enhance the impact and uptake of policies designed to encourage men to play an active and present role in parenting, such as a paternal parental leave and economic policies to reduce financial strain on parents. Research shows that gender roles and constructs of masculinity in Australia often become more entrenched following the birth of a child: fathers tend to maintain or increase their paid work time, resulting in them fulfilling their identity as a 'breadwinner' for the family, while women reduce their work time for extended periods. Creating supportive social networks for men that role model and demonstrate engaged parenting can overcome the norms and stereotypes that dissuade men from embracing caregiver roles. Similarly, it can expand and reshape constructs of masculinity to include care and compassion. Role modelling in practice may include:

- **Managers in the workplace role modelling 'family-friendly behaviours':** When managers utilise family-friendly workplace policies (e.g. parental leave, flexible work etc) and share their experiences balancing work and family with staff, there was a measurable increase in the amount of time fathers spent with their children and their uptake of these policies.
- **Father support groups:** Support groups specifically designed for men can increase engagement in fatherhood by assisting them to explore and expand their own concepts of masculinity and how it ties with fatherhood. It can also support them to feel more comfortable and confident in their own parenting abilities, leading to increased involvement.

### Using normative messaging to improve gender equality

Normative messaging is the process of influencing people to adopt or change behaviours or attitudes by positioning the desired behaviour as a social norm that 'everyone does' within a group, regardless of whether it is a positive or harmful behaviour. The desire to fit in can lead to individuals accepting and normalising the behaviour or attitude that is being transmitted.<sup>73,74</sup>

Normative messaging can either be intentional or occur as an inadvertent drift towards an emerging norm. It occurs around us constantly through social media, advertisements, traditional media, and conversations and interactions with others. Normative messaging differs from awareness raising as it is only about behaviour, specifically how others behave or whether they approve or reject certain behaviours.

#### *How normative messaging can be used to improve gender equality*

Normative messaging is an effective strategy in shifting social norms by leveraging the desire of individuals to fit in with their peers. As individuals we generally hold misconceptions about our peers' attitudes and behaviours, and consequently increase or decrease our behaviour to align with what we believe our peers are doing. Closing the gap in what people think others are doing, and what they are actually doing, can shift people towards more desirable behaviours.<sup>75</sup> It can create significant and long-lasting behaviour change for both low-risk and low-effort behaviours, such as recycling, as well as for high-risk or harmful behaviours such as binge drinking or sharing explicit images online.<sup>76,77,78,79</sup>

Normative messaging can create behavioural and attitudinal change at any stage of life, but is particularly effective for young people due to a higher drive towards conformity with their peers than for adults.<sup>80,81</sup> Individuals of high status or influence, like athletes or leaders of faith-based organisations, can be particularly impactful in shifting social norms by demonstrating or promoting behaviours and attitudes that progress gender equality objectives.<sup>82</sup> Peer-based normative messaging is also highly effective, often even more so than those using high-status people, but can be more challenging to intentionally activate as a lever for creating change.<sup>83</sup>

Regardless of approach, normative messaging campaigns must be undertaken with care, in order to avoid unintentionally normalising harmful or dangerous attitudes and behaviours.<sup>84,85</sup> For example, campaigns that highlight high prevalence behaviours (like smoking) can backfire by making it seem more common than it is and therefore normalising it. Similarly, poorly constructed public health campaigns that focus on health disparities of a particular group can further stigmatise and stereotype this group among the population.<sup>86,87</sup>



In the context of progressing gender equality, intentional normative messaging can be harnessed through public awareness campaigns, arts, and media and leveraging the status and profile of influential people.

For government, normative messaging can be used across a range of sectors where gender inequality manifests through media and communications campaigns. For example, normative messaging in the healthcare sector could be utilised to increase men's help-seeking behaviour for their health, and in the education sector it might be used to shift children and young people's perceptions on the acceptability of violence in relationships.

### Using reframing to reduce bias and to improve gender equality

The way that information is framed and presented has significant influence over how we process and respond to it.<sup>88</sup> Framing and reframing is the way that a message is conveyed and can be utilised to foster broad support and allyship with the message. For some, gender inequality is framed as an affront to their values and beliefs, or simply an exaggeration of a minor issue. To combat this, reframing the issue to align it with higher level values (e.g., fairness, human rights) can shift the perception of the problem and avoid people feeling attacked and becoming more resolute in their beliefs. Reframing in this way can also avoid intensifying a 'deficit model', whereby community activation efforts are focused on highlighting the challenges, obstacles, and deficiencies of a particular group.<sup>89</sup> Reframing issues to be strengths based and finding common ground with those who are unsure about, or resistant to, progressing gender equality offers a complementary strategy to other community activation efforts.

#### *How reframing to reduce bias can be used to improve gender equality*

Individuals typically hold multiple and competing perceptions of the pervasiveness and impact of gender inequality.<sup>90</sup> These beliefs are commonly held at a sub-conscious and emotive level and can therefore be challenging to shift without people feeling attacked or vilified. The framing of gender equality as a matter of fairness and of human rights has the potential to both make women and marginalised groups feel included and to prevent a situation where people perceive actions towards gender equality as discretionary.<sup>91</sup>

Framing and messaging can shift the level of support for gender equality interventions for some of those in the persuadable and opponent categories.<sup>92</sup> Research suggests that the following approaches to messaging and framing are most persuasive for driving change in sceptical audiences:<sup>93,94,95</sup>

- **Focus on human rights, not mutual benefit:** Messaging is most effective when it emphasises that women deserve equality in their own right, not just because it benefits everyone.
- **Position all genders as part of the solution and convey a message of solidarity:** This facilitates collective action and a shared sense of responsibility.
- **Avoid consistently focusing on obstacles and disparities in outcomes:** Always framing gender inequality around the challenges that women face can reinforce stereotypes, demotivate them from trying to overcome obstacles, and frame gender inequality as a women's issue. Including messaging that focuses on men's systematic privilege, as opposed to women's oppression, can trigger people to align gender inequality with higher order values of justice and equity.
- **Be solution focused:** Raising awareness of the issue must be followed up with a clear call to action that outlines tangible solutions to the problem.

Reframing gender inequality using the techniques outlined above must be done in conjunction with awareness raising and more tangible interventions designed to shift behaviour.

### Foundational sectors and settings driving change

To support gender equality, a range of equity measures must be in place and operating effectively across social institutions and supports. Key systems – like education, healthcare, housing, and justice – provide a safety net of supports to help ensure everyone can live a life of dignity and can contribute meaningfully to society. These are also the foundational settings for governments, media, employers, and grassroots agents for change to work together in driving gender equity outcomes in Australia.



## Using the education system to improve gender equality

Education refers to the system of education and training institutions. This encompasses formal and informal education approaches which includes education that takes place at the various stages of a person's life cycle starting at early childhood education and care (ECEC), pre-school, primary school, secondary school, senior secondary school and tertiary education.

Education and training play a key role in providing individuals with the knowledge, skills and competencies needed to participate effectively in society and the economy. It is positively associated with community engagement, advocacy and volunteering, trust and tolerance, healthy behaviours, environmental conservation activities, employment, and business management. Educational attainment develops higher skills, leading to higher rates of employment, higher productivity, and higher lifetime earnings for individuals. It is therefore crucial to ensure people of all genders have access to quality education that is delivered in a gender equal setting.

*How the education system can be used to improve gender equality*

The role of education in advancing gender equality is formative and foundational. Educational institutions, particularly primary and secondary schools, are places that equip children with foundational life skills and are facilitate impactful opportunities to influence and effect change in mindsets.



## Levers in practice

### Setting the foundations of gender equality through Respectful Relationships education in schools <sup>96,97</sup>

The Respectful Relationships Education in Schools (RREiS) pilot has been rolled out in a number of early childhood, primary and secondary schools across Victoria. RREiS embeds respect and gender equality throughout the entire school environment, including school curriculum, policies, and teacher training. While evaluations have noted opportunities to improve and refine RREiS, they also clearly demonstrate that RREiS is challenging and shifting attitudes and beliefs that perpetuate and reinforce gender inequality, and by extension, domestic and family violence. Evaluations of the Victorian RREiS initiative found the following impacts of the program:

- Students' knowledge of gender inequality, the foundations of respectful and healthy relationships, and the types of actions, language and behaviours that constitute family and domestic violence improved.
- Students were better equipped to recognise disrespectful, violent or abusive behaviour. This also resulted in some students recognising that abuse had been perpetrated against them in the past.
- Staff demonstrated improved attitudes and behaviours related to gender equality.
- Secondary school students did not have the same degree of improvement in attitudes and beliefs as primary school students, in part due to the fact that "secondary students haven't had the foundational social and emotional development that the initiative provides in primary years".<sup>98</sup>

Finally, RREiS further demonstrates the need for gender equality interventions to address multiple levels of the socio-ecological model at the same time. The evaluation found that the 'whole school... approach is the single most important criterion for effective violence prevention'. RREiS works across the individual and relationship spheres of the socio-ecological model by shifting individual beliefs and how children interact with each other, and then by reinforcing these lessons through updating policies and processes that dictate school operations (institutional sphere) and engaging parents and the broader community into the initiative (community sphere). The impact of this flows onwards to the societal level and sets a foundation for gender equality by teaching young people to value and promote equality, respect and safety for future generations.



Research conducted at the London School of Economics, Department of Gender Studies highlighted the following strategies and signposting to leverage education as a tool to achieve gender equality.<sup>99</sup> These include:

- Curricular changes, for example, making textbook materials in STEM subjects reflect the work of female scientists, or the representation of women in stereotypically masculine roles
- Pedagogical amends, for example, adopting methods which encourage equal engagement and participation from children and young people of all genders, including flexibility in learning styles and online participation
- Awareness lessons, for example, gender awareness to increase general sensitivity, understanding and knowledge about gender equality/inequality
- Institutional facilitators, for example, creating institutional mechanisms that redress incidents of gender-based discrimination
- Infrastructural enablers, for example, closing gender gaps in enrolment through accessibility (basic infrastructure like functioning toilets), safe public spaces and transport to lead them to school.

For social change to occur, a concerted effort to effect change in all areas of the ecosystem must take place. Concurrent and active involvement from government action at a national curriculum setting level, to grassroots involvement from teachers and school administrators, is necessary to see sustainable and holistic change.

Importantly, those who have direct contact with students are instrumental in bringing about attitudinal change. Heads of schools form a critical connection between policy-level initiatives and interventions on the ground, where school-level goal setting for initiatives and reforms needs to be led in accordance with larger-scale policies. Non-teaching support staff in any educational and training institution play an important role in determining the experience of students; thus, it is critical to train them to act in ways that promote gender equal practices and also be aware of how to respond in situations when one student is being harassed or discriminated against.

Finally, leveraging existing 'frameworks', such as NAPLAN, to provide detailed and nuanced data on literacy and numeracy levels by gender and its intersectionalities, attitudes towards gender and gender norms, achievement in learning areas, students' records of performance on key employment related competencies and information on student pathways. Such frameworks can be a powerful diagnostic tool for gender differences in educational outcomes. For example, recent NAPLAN results have shown that 'boys are behind girls academically from the get-go' and may become irredeemable once they reach year nine.<sup>100</sup> This may be attributed to various reasons, one being that boys are likely to be more easily distracted in a classroom setting, being overrepresented across many behavioural and attentional challenges. This may call for a change in classroom structures and approaches, which allow for equal opportunities for genders to learn and attain a quality education.<sup>101</sup>

### Using healthcare to improve gender equality

The healthcare system, as a lever of the Commonwealth and State governments, is key in providing quality and accessible health care to all Australians. This encompasses everything from public health and policy, medical research to service delivery and diagnosis.

The health outcomes of a person are determined by gender, as well as other intersecting characteristics such as race, ethnicity, socio-economic background and LGBTQIA+ status which can influence an individual's interaction with the health system on various levels.<sup>102</sup> Medical practice and medical research have historically been constricted into a 'one-size-fits-all' approach, due to a lack of understanding of women's health, poor diverse representation in medical research and leadership etc., rendering the inherent differences and physiological needs of diverse populations invisible, and therefore prone to macro and micro inequities.

Social factors are the conditions in which people are born, grow, live, work and age and a set of forces beyond the control of the individual, and are considered 'downstream' (factors which occur at micro levels) from the structural determinants (factors which occur at macro levels), which are the governing processes, economic and social policies which affect pay, working conditions, housing, and



education.<sup>103,104</sup> Gender is also key in understanding healthcare, health seeking behaviour and health status. Disparities between genders is evident within health care systems as a result of unconscious gender biases and sexism affecting patient care and wide scale health outcomes.<sup>105</sup> For example, in 2019, Nature published research analysing health data for around 7 million men and women in the Danish healthcare system over a 21-year period. It showed that women were diagnosed later than men in more than 700 diseases.<sup>106</sup> The diverse health needs of the LGBTQIA+ community are also inadequately met to varying degrees, due to a lack of funding and of patient centred models of care, despite demonstrated disparities and advocacy to improve intersectional health needs.<sup>107</sup>

#### *How healthcare can be used to improve gender equality*

While there is wide ranging research literature identifying gender bias and the downstream impacts on individual and population health outcomes, there is a dearth of research and literature on how to tackle this bias. Practice and policy must be developed with a gender perspective which is comprehensive, long-term, and experimental and that can be standardised, replicated and improved upon. Interventions can be targeted at the policy, system, and individual level.

At the **policy** level, gender budgeting may assist in highlighting and addressing gender inequalities in health service use, treatment, and outcomes, informing different approaches at different levels of policy.

A **system** level intervention such as 'gender mainstreaming' could also be deployed in health systems. This approach requires that a policy or a program takes into consideration and addresses the known differences between genders for risk and vulnerability, as well as for impact and outcome of a disease and access and utilisation of services. It is known that gender is a key determinant of how individuals interact with health systems. This is partly a consequence of differences in reproductive health needs, responsibilities, care duties and knowledge about health and recognition of symptoms and their willingness to consult. Important differences in men's, women's and intersex vulnerability to health-related conditions are not exclusively due to biological (sex) related causes, but are explained, at least in part, by the influence that gender related factors have on their choices and actions. Gender sensitive health indicators can enable the detection of potential sources of gender inequity in relation to health outcomes, the determinants of health and also the performance of health systems.

Gender bias in medical research, specifically, the recruitment of women into trials and the reporting of gender related data must be addressed.<sup>108</sup> Historically, medical studies have excluded female participants and there has been a failure of research tools to include sex differences in study design and analysis. The results and data collected from these studies have been collected, generalised, and applied to all genders, a practice that still persists today.<sup>109</sup> The gender gap in medical research results in real life disadvantages for female patients, for example, differences in drug efficacy or side effect profiles and limited data on drug effects on fetuses.

**Individual** level interventions include gender bias in medical practice and sexism in clinical care and diagnosis. For example, women's health in modern medical practice is still being considered a 'niche' or 'specialist' area, although it involves roughly 50 per cent of Australia's population. Similarly, there is likely a lack of understanding of the experiences and health risks of transgender and intersex individuals, which can place them at higher health risk.



## Levers in practice

### **Providing better maternal health care to First Nations', low socio-economic, and regional/remote women in Australia<sup>110</sup>**

The existing funding and resourcing of maternal health care in Australia is failing to meet the needs of many women, resulting in poorer health outcomes and higher mortality. These impacts are disproportionately experienced by babies and birthing parents who are from regional or remote areas, low socio-economic backgrounds, or are Aboriginal and Torres Strait Islander. Mothers from these backgrounds and with the greatest healthcare needs (such as mental health needs, diabetes, hypertension etc) typically utilised pre- and anti-natal care at the lowest frequency, further exacerbating



already poor outcomes. Responding to the needs of these groups must go beyond a one-size-fits-all approach of increasing access and coverage of maternal health care services. Research by Fox, Topp, Lindsay and Callander suggests that the barriers that inhibit health service uptake must also be overcome including:

- Offering traditional birthing practices for First Nations women and improving access to options that allow mothers to give birth on country.
- Increasing access to affordable mental health support services, particularly for people in regional and rural regions. Women with a mental health condition are less likely than other mothers to access maternal health services.
- Reducing out of pocket costs of health care for people experiencing socio-economic disadvantage.
- Co-designing health services with the communities who use them, particularly those who are being underserved by the existing system.

Without appropriately tailored and co-designed health care for marginalised women, health inequalities will persist and prevent Australia from achieving gender equality.

Integration of gender responsive health care, eradication of gender biases and training of workforce to specialise in women's and gender affirming health cannot take place without the concerted effort of operational and systems changes from governments (Commonwealth, state and territory and local), public and private hospital systems, life sciences, academia, and service providers.

There must be an assessment of available experience in reducing gender biased inequities within health systems and health providers, those most critical in providing clinical care, and where possible, learn how to effectively scale up interventions.

Policy and organisational are also essential to mobilise public health and promotional activities to address gender determined health behaviours and inequities, improving access to quality gender responsive healthcare. Furthermore, the involvement of health workers can act as a catalyst of integral change in the healthcare system.

To move forward we need to assess the available experience in reducing gender-based inequities and, where possible, learn how to scale-up effective interventions. While policy and organisational changes are essential, the involvement of health workers can act as a catalyst of integral change in the healthcare system.

An integration of a gender perspective in all areas of the health sector is required to achieve health equity. This means that all genders have equal conditions for realising their full rights and the potential to be healthy, contribute to health development and benefit from the results.<sup>111,112</sup> This includes health disparities not just between men and women, but trans, intersex, gender diverse and non-binary individuals. These outcomes will necessarily interact and affect the fulfilment of human potential in all other arenas, thereby creating the foundations to achieve gender equality.

### Using workplace policies and strategies to improve gender equality

Workplace gender equality is achieved when people can access and enjoy the same rewards, resources, and opportunities, regardless of gender. Australia has made significant shifts towards gender equality; however, gaps are still pervasive and persistent. The

Recent publications from the Workplace Gender Equality Agency (WGEA) revealed that progress in closing Australia's gender pay gap has stalled, with the gender pay gap remaining at 22.8 per cent<sup>113</sup>. This means that women earned, on average, \$26,596 less than men in 2021-22.

The report found that:

- Gender discrimination remains the leading driver of the pay gap, contributing 36 per cent of the \$2.56 hourly pay gap
- Other key pay gap drivers are caring for family and workforce participation (33 per cent) and the type of job and industry sector of employment (24 per cent)



- Women at the start of their career experience a pay gap of 6 per cent but as they progress through their careers to top management levels the pay gap increases to a high of 18 per cent.



## Levers in practice

### Addressing harmful workplace experiences to improve women's occupational wellbeing<sup>114</sup>

Women are more likely than men to experience harassment, abuse, and discrimination in the workplace, leading to impacts on personal wellbeing, career progression and satisfaction, and organisational culture. Workplace policies and awareness raising activities have typically focused on addressing overt and intense forms of gender-based discrimination and abuse, without appropriate consideration of the impacts of other forms of sexism in the workplace.

Results from a meta-analysis conducted by Sojo, Wood, and Genat found that **"more intense yet less frequent harmful experiences (e.g., sexual coercion and unwanted sexual attention) and less intense but more frequent harmful experiences (e.g., sexist organizational climate and gender harassment) had similar negative effects on women's well-being"**. The impacts of these less intense/more frequent experiences accumulate over time and can be more difficult to address because they can often come from multiple sources or people, are difficult to identify as being wrong as they are normalised within the workplace and are thus rarely challenged by others.

Given that more intense/less frequent and less intense/more frequent forms of mistreatment create similar impacts on women's wellbeing, workplace policies and strategies should aim to address all forms of mistreatment in the workplace and ensure that staff understand that less severe actions can have an equally detrimental effect on women. Practically, this requires:

- Staff to be educated in the types of actions, behaviours and language that constitute the less intense/more frequent experiences noted in the study.
- Staff to be trained in positive bystander behaviour, with role modelling of this behaviour from senior leadership.
- Workplaces to have policies to respond appropriately to complaints about low intensity sexism in the workplace, including training for staff responsible for handling complaints.

### *How workplace policies and strategies can be used to improve gender equality*

The report, *She's Price(d)less* (KPMG 2022) discusses strategies and actions<sup>115</sup> to assist workplaces to create a more gender equal environment and future.<sup>116</sup> These include actions and activities to be undertaken by the leadership, who are critical to defining the culture and attitudes of the organisation as well as living the values on a day-to-day basis. For example:

- Eliminating workplaces sexual harassment, every-day sexism and gendered violence
- Addressing discrimination in work practices such as hiring, promotion and access to training
- Increased pay transparency and reporting on gender pay gaps
- Undertaking gender pay gap audits and actioning findings
- Breaking down social norms regarding what roles and industries are appropriate for men and women
- Addressing wage inequality in feminised industries
- Increasing the share of women in leadership positions, including through targets or other diversity policies
- Developing networks of advocates for gender equality among men and women who can address barriers and affect change
- Improving work life balance, increasing availability of flexible work
- Increasing availability of childcare and decreasing cost



- Enhancing availability and uptake of shared parental care
- Reducing disincentives to increasing workforce participation through personal tax, family payment and childcare support systems
- Changing workplace culture and addressing unconscious bias
- Rethinking and redesigning part-time roles for managers

Sectors and industries, such as those whose primary role is service provision, must take a view to actively promote pay equity and working conditions. Industries such as the human services, education and public sectors are the largest employers of women and therefore have a specific onus to reduce the gender pay gap.

### Using economic and financial instruments to improve gender equality

Economic and financial settings are critical to ensuring individuals of all genders can exercise control over their lives and make genuine choices; successful policies in this space are a natural parallel to improving the working environment. Economic development, competitiveness, job creation and Gross Domestic Product (GDP) are bolstered by diverse participation in the Australian economy and in turn, all Australians benefit through greater economic prosperity, security and standard of living.

Women's employment and labour force participation is a key part of the growth and development of a country's economy. In recent decades, Australia has seen significant progress in gender parity within the workforce and labour participation. This has led to better living standards for individuals and families, improved the bottom line of businesses and is a significant driver of economic growth. However, whilst parity of workforce and labour participation is improving, inequality still exists as seen within the gender pay gap.

As highlighted in the She's Price(d)Less report, the gender pay gap is driven by a range of factors. The key drivers are gender discrimination and bias. Gender discrimination is the single most important driver, contributing to 36 per cent of the total gap.<sup>117</sup> In addition, the feminisation of relatively low paid jobs/roles in certain industries and the need to take on caring responsibilities and the impact on workforce participation are also significant factors; women are more likely to work part time, and overrepresented in low paying roles and industries and underrepresented in high paying roles and industries.

Steps are being taken to address some of these structural barriers, for example in the recent ruling by the Fair Work Commission to increase minimum wages for aged care employees gender discrimination and biases in pay settings was formally acknowledged.<sup>118</sup> This sets a precedent for other female-dominated sectors but this will not be a complete solution. More needs to be done to address structural inequalities in sectors where wages are set by individual agreement, and to tackle female participation in the workforce.

#### *How economic and financial instruments can be used to improve gender equality*

Efforts to reduce gender inequality must include considerations around the design of Australia's tax and transfer systems (collectively known as the 'tax transfer system'). Improving its design can increase economic participation and support sustainable and gender balanced economic growth, particularly in the wake of COVID-19.

Across the income scale, interaction of the tax transfer system i.e., personal tax, family payments and childcare support systems and the biases therein (i.e., the gender pay gap) can act as disincentives for individuals to participate in the workforce. The impact of child caring decisions and the lack of social infrastructure to support childcare, for example, are key contributors to the gender pay gap, an income gap and an individual's subsequent superannuation payout.

The tax transfer system would benefit from considerations on ways in which to support and incentivise workforce participation through addressing the various ways in which personal tax, family payments and childcare support systems can compound and reinforce the aforementioned pay, income and superannuation gaps. In doing so, better outcomes in superannuation and thus social security in retirement can result. Closing the superannuation gap and creating financial wellbeing in retirement is essential to ensure financial stability and prosperity.



The strategies Governments and organisations can adopt to assist women increase their economic security may include:

- Further modification of the Child Care Subsidy, such that there are reduced caps in subsidies in certain pay brackets to reduce the workforce disincentive rate<sup>119</sup>
- A Carers' Income Tax Offset, to be credited against any income tax payable upon caregivers returning to work after caregiving<sup>120</sup>
- Address the gender pay gap and wherever possible implement flexible working arrangements for all
- Review the payment of superannuation to carers while they are on parental leave
- Contribute more than the mandated rate of superannuation on behalf of their employees.

This lever cannot see success in achieving gender equality without the collective efforts of governments, institutions and organisations and workplaces. Government has the responsibility to set the vision and strategy, as well as ensuring enabling factors are in place (e.g., ensuring childcare workforce and infrastructure demands are addressed alongside universal access). Key sector actors, such as peak bodies and unions, and all employment settings have the responsibility to see this vision and strategy adopted and adapted to suit their agendas, policy, and structures.

### Using social services to improve gender equality

The field of human and social services is broadly defined as services which meet the most basic of human needs. The human services sector plays a vital role in the wellbeing of the Australian population. The range of services it provides includes child protection, prevention of domestic and family violence, social housing, aged care and disability services, multicultural affairs, LGBTQIA+ equality, veterans, gender (women's) equality, and support of vulnerable youth. For those affected by these issues, gender is considered a key determinant of services provided and received, the objectives sought, the characteristics of the service and finally, the outcomes achieved.



## Levers in practice

### Delivering social services that meet the needs of migrant and refugee women<sup>121</sup>

Improving service provision for migrant and refugee women is integral to achieving gender equality for all Australians. Migrant and refugee women who come to Australia often have additional barriers to accessing a range of human services that are essential for health and prosperity (e.g. domestic and family violence support services, employment support), further exacerbated by experiences of prejudice and bias. These challenges may include family and caring responsibilities, low English proficiency, cultural or religious norms and expectations, difficulties finding and maintaining employment, lack of awareness of the human services available, and a smaller social support network.

Research by the Australian Institute of Family Studies identified the following principles as being critical for delivering human services that meet the needs of migrant and refugee women:

- **A diverse, culturally competent and bilingual workforce:** This facilitates connections, trust and relationships between services and the communities they support.
- **Linking up settlement and mainstream services:** Better referral processes from settlement services into mainstream services would support migrant and refugee communities to overcome access barriers and link them to services that meet their needs.
- **Collaborating with cultural groups and community leaders:** This helps increase awareness and visibility among migrant and refugee communities of the range of services available to them. Service providers also benefit from greater understanding of what these communities need.
- **Using strengths-based service models:** Services that focus on empowering and harnessing the strengths of migrant and refugee women are most effective, rather than reinforcing a victim or deficit mentality.



### How social services can be used to improve gender equality

There are also structural aspects of the sector itself, that must be addressed to drive gender equality. Due to the historical undervaluing of women's labour in industries such as social work, recreation work, welfare work, youth work or community development work, there is a substantial wage discrepancy between jobs in this and other sectors of the economy that are male dominated. Similarly, precarious working conditions are pervasive in the human services sector contributing to gender disparities in employment and financial outcomes across the whole economy.<sup>122</sup>

As the sector itself is considered 'feminised' the inherent value of formal, informal, unpaid or non-professional modes of care work must be accounted for, particularly regarding a carer's ability to maintain full time employment.<sup>123</sup>

Women have historically undertaken unpaid caring responsibilities and, presently, are facing the challenge of balancing unpaid care with paid employment. Workplace arrangements of flexible start times, special leave for caring and home-based work can positively contribute to the experiences of employees with caring responsibilities. Recent progress has been made as seen in the ruling by the Fair Work Commission to increase minimum wages for aged care employees, recognising the undervaluing of work in feminised industries.

Issues such as child protection, domestic and family violence and access to affordable housing are also heavily gendered. For example, women and girls are more likely to be the victims of sexual abuse than men and boys.<sup>124</sup> Also, domestic and family violence disproportionately affects women, where 95 per cent of people who have experienced physical or sexual violence name a man as the perpetrator of at least one incident of violence.<sup>125</sup> Although home ownership rates are broadly similar between men and women, there are particular groups at increased risk of housing insecurity, including women with their children fleeing a situation of domestic and family violence and women aged 55 and over following relationship breakdown or divorce.

## Using legal and criminal justice systems to improve gender equality

In 1983, Australia signed the Convention on the Elimination of all Forms of Discrimination against Women and followed this with the introduction of the Sex Discrimination Act of 1984 that protects people from unfair treatment on the basis of their sex, sexual orientation, gender identity, intersex status, pregnancy and breastfeeding. It also protects workers with family responsibilities and makes sexual harassment against the law. However, as seen within this theory of change, gender inequality travels far beyond the arm of the law, and well within the recesses of society, institutions, and minds.

Domestic violence and criminal justice systems, including response systems and processes, which are responsive, agile and human-centric, is critical in producing a safe society to allow individuals of all genders to lead full and flourishing lives. As of 2016, 1 in 6 women and 1 in 16 men experienced physical and/or sexual violence and 1 in 4 women and 1 in 6 men experienced emotional abuse from a current or previous partner.<sup>126</sup> Violence against First Nations people and especially women take place at the intersection of different forms of oppression, with 1 in 4 experienced physical or family violence.<sup>127</sup>

In the past, domestic and family violence was often seen as a 'private' or 'domestic matter' and focused on physical violence. It is now understood that non-physical (sexual, psychological and emotional) abuse can be just as harmful. Another form of domestic and family violence is coercive control, which includes behaviours designed to control another person in a domestic relationship.

Perpetrators or abusers may exploit particular vulnerabilities such as being from CALD backgrounds, people with disabilities and people who identify as LGBTQIA+. First Nations people are on average 29 times more likely to be hospitalised due to family violence related assaults than other Australians, with First Nations women being hospitalised at around twice the rate as men.<sup>128</sup>

### How legal and criminal justice systems can be used to improve gender equality

There have been a variety of reviews in recent years which focus on legislative reform to address domestic and family violence. From 2021 to 2022, the Queensland Women's Safety and Justice Taskforce conducted a wide-ranging review of the experience of women across the criminal justice system. It sought to understand the options for legislating against coercive control, the types of



behaviours and risk factors used by perpetrators in domestic relationships and the extent to which women's voices have been centred in its discourse. There was a total of 277 recommendations, all of which the Queensland Government has considered and will be supporting either in principle or in full. The response focuses Queensland Government efforts on:<sup>129</sup>

- progressing systemic and legislative reform
- placing victim-survivors at the centre
- working with First Nations communities
- reshaping community attitudes about sexual consent and sexual violence
- meeting demand for sexual violence support services across the state
- appropriate court management and sentencing for women and girls as accused
- delivering justice
- rehabilitating women in prison and girls in detention
- measuring performance—governance, monitoring and evaluation.

The policing of women experiencing domestic and family violence has important ramifications for the safety of women and their children. There is a cultural change that is needed and may be facilitated by ongoing specialist, trauma informed training, addressing gender balance within the police service, and introducing women-only police stations. This is indicative of a need for a systemic shift away from an over-reliance on policing to respond to a broad range of complex economic and health issues that women face and build effective independent policy oversight and accountability systems.

A recent NSW Police Force audit assessed the effectiveness of systems and processes, resources and capability to respond to domestic and family violence events. The following recommendations were made, including (but not limited to):<sup>130</sup>

- improve workforce and workload data collections, analysis and reporting on domestic and family violence workload volumes and allocations of specialist and frontline police to meet demands
- design a procedure to collect, collate, and analyse service user and stakeholder feedback about police responses to domestic and family violence
- review the process for investigating allegations of domestic and family violence against current and former serving police personnel and implement procedures to ensure processes are independent of interested parties and mitigate conflicts of interest.

There is a need to develop a research and public policy agenda to explore, fund, and enhance alternatives to police and prisons and invest in whole-of-system, collaborative, multi-disciplinary and culturally safe support services. This requires a broad review of criminal justice system processes which impact gender groups differently such as evidence gathering, and presentation during trials. This can include the re-victimisation of victim-survivors of sexual abuse in court proceedings and specific training for lawyers on how to effectively address or engage with complex needs outside of legal need, including identifying where and how gendered, domestic, and family violence victimisation might be relevant to women's criminal justice legal matters.<sup>131</sup>



## Levers in practice

### Responding to bail laws in Victoria that exacerbate and entrench gender and racial inequality and disadvantage<sup>132</sup>

Recent changes to Victorian bail laws have demonstrated the influence that legal and criminal justice systems can have on exacerbating and entrenching gender and racial inequalities and reinforcing structures that penalise victim-survivors of family and domestic violence. Updates to bail laws have significantly increased the rate of pre-trial detention in the past decade for women, particularly so for Aboriginal and Torres Strait Islander women and women who are socially or economically marginalised.

Pre-trial detention is often traumatising, disruptive, and has the potential of locking people into cycles of imprisonment, exacerbating existing health issues and patterns of trauma, and entrenching socio-economic disadvantage. Researchers identified a "constellation of circumstances" that increased the likelihood of a woman being denied bail, most of which were indications of gender and racial inequalities (such as homelessness, family and domestic violence, addiction etc) rather than risks to community safety. Through this, they identified six ways that legal and criminal justice systems were exacerbating inequality:

- the denial of bail to women without access to housing
- intervention orders precluding women from housing
- DFV-related isolation and control disadvantaging women's bail applications
- police pursuing other matters when called to respond to DFV incidents
- police 'misidentification' of the predominant aggressor in DFV
- a perception of women as less 'innocent' or 'deserving' of protection if they are already criminalised.

Alongside systemic reform and improved training for police and legal professionals, there must be significant investment in expanding access to holistic and wraparound health and social services, such as housing, mental health support, and alcohol and other drug treatment services. For many women, this may divert them from or reduce their contact with the criminal justice and legal system by responding to their intersecting needs before a crisis point is reached. Gender equality cannot be reached in Australia until the systems that reinforce, exacerbate and entrench disadvantage and inequality are addressed.

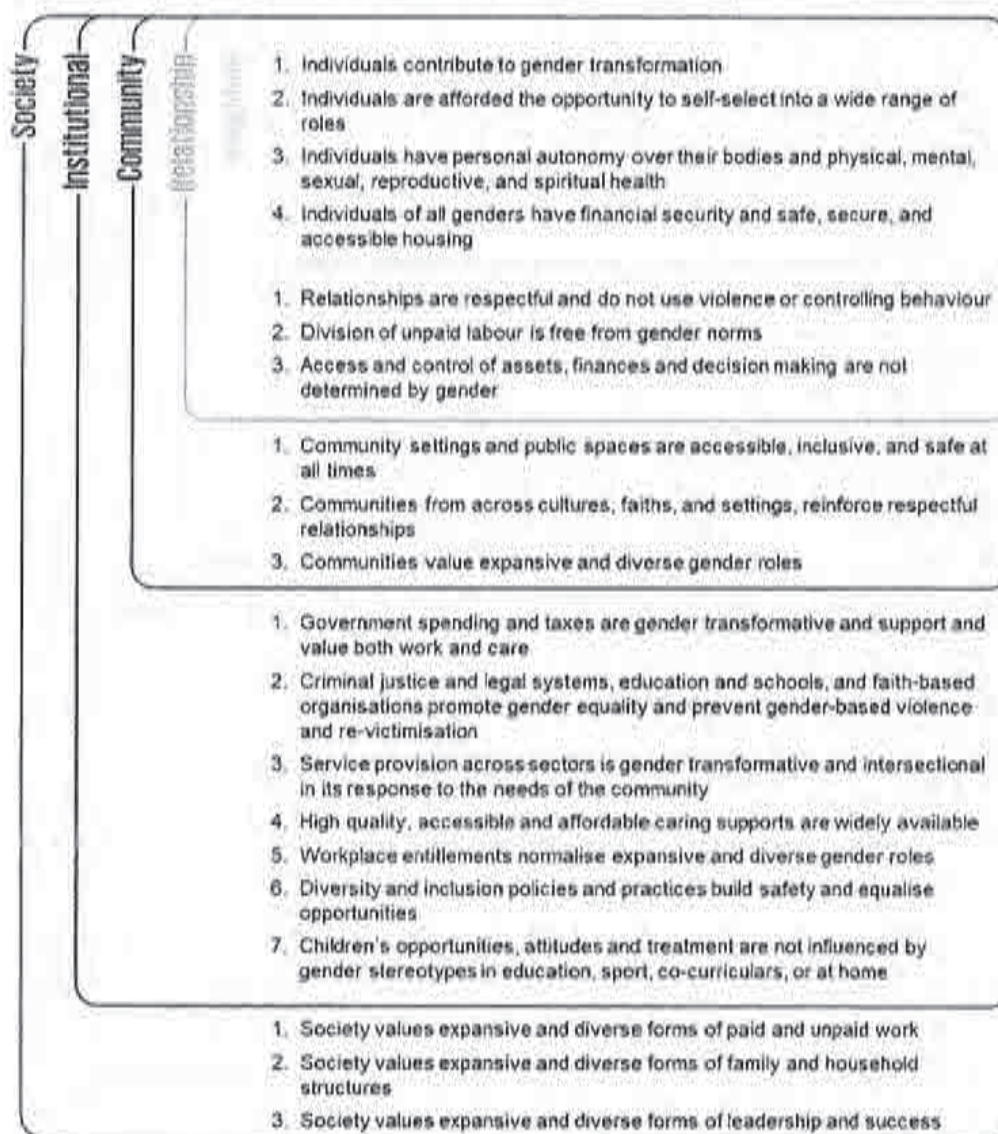


# Intermediate outcomes by socio-ecological levels

## Socio-ecological level outcomes

Achieving gender equality in Australia will deliver outcomes at each level of the socio-ecological model. The desired outcomes at each level are mutually reinforcing. These outcomes will be evident across the dynamic system within which we all live and work. Presented below (refer to *Figure 3*) are the outcomes to strive for in our efforts toward creating a gender equitable Australian society and how Australia might look once the outcomes have been achieved. Many of these outcomes are currently measurable, however work must be done to strengthen how these can be tracked and improved over time. Importantly, an intersectional lens must be applied when measuring outcomes on gender equality. Available data sources are often generalised to all women and do not provide a clear picture of the different experiences of First Nations women, women with disability, CALD or lesbian women or gender diverse people.

Figure 3: Intermediate outcomes by socio-ecological level





## Society

The societal level of the socio-ecological model reflects the gendered social and cultural norms, stereotypes, values, and attitudes that play out in Australian society. These norms underpin, influence, and are reflected in our institutions, communities, relationships, and individual behaviours, and are mutually reinforced by the actions and behaviours occurring in each of these domains. The outcomes described below detail the transformation that needs to occur in societal values, norms and attitudes towards work, family, wellbeing, and success to reach gender equality. Within each of the outcomes is a description of how society might look once the outcome is achieved.

The overarching outcome for this layer of the socio-ecological model is that **societal values and frameworks expand to support gender equal social and cultural norms**. Where this is the case, it is characterised by the following intermediate level outcomes:

### 1 Society values expansive and diverse forms of paid and unpaid work

A gender equal society values diverse forms of work equitably, with an appreciation and acknowledgement of the skills required to perform different types of work. Attitudes towards the status and inherent value of the work does not reflect the gender make-up of the workforce. Similarly, society values and recognises the contribution and skills developed and the contribution to our social and economic development through unpaid work, such as caring and volunteering.

Valuing expansive and diverse forms of work might include (although this is not an exhaustive list):

- Recognition and respect for those who work in care-focused industries (health, education, service industry) and the impact they have on the lives of their clients and society
- Recognition and respect for those who work in unpaid roles (such as child and elder care and volunteering) and the impact that this contribution makes to society
- Supportive attitudes towards workers across all sectors with flexible arrangements for family caring roles, irrespective of the gender of the care giver. Importantly, this means neither excessive celebration of men who perform caring duties, nor taking for granted that women will perform these duties as a matter of course
- Attitudes about the appropriate composition of workforces in different industries reflecting non-traditional gender norms (e.g. women in trades and male nurses are equally accepted and celebrated)
- Attitudes and expectations related to paid and unpaid work that are free from gender norms (e.g. childcare arrangements are not presumed in the workplace)
- Perceptions of attributes and traits are not based on gender. For example, women in leadership roles are seen as strong, rather than bossy, and men in caring professions are seen as caring and compassionate, rather than effeminate.

These values move us beyond gender inequality to broader notions of what forms of work are rewarded. This will open up pathways and opportunities for individuals of all genders to pursue their ambitions in the field of their choice, without sacrificing their relationships and caring roles.

### 2 Society values expansive and diverse forms of family and household structures

A gender equal society recognises and values diverse types of family and holds attitudes that support people to freely choose how their family structure operates.

Valuing expansive and diverse forms of family might include:

- Positive attitudes towards different family structures, including 'female-bread winner', single parent families, single people without children, multi-generational families, blended families, LGBTQIA+ and same-sex parented families, families with two working parents, and families with a stay-at-home parent, of any gender
- Individuals being valued for their own personhood, irrespective of whether or not they are parents
- All people in Australia being able to see themselves reflected in media and can identify with role models who embody a diverse range of gender roles and family formations.



These values broaden traditional gendered views of family structures, and family role pathways are open for all people to follow without fear of backlash or prejudice.

### 3 Society values expansive and diverse forms of leadership and success

A gender equal society equally values broad notions of leadership that do not necessarily adhere to traditional, masculine ideas of power and authority. This will allow women and people with intersecting factors of diversity to have influence and leadership visibility in society on par with men. A gender equal society also embraces expansive notions of what constitutes success, beyond power, money, and status to include physical, psychological, social, and spiritual wellbeing. In turn, leaders demonstrate the importance of wellbeing and work-life balance as principles of success.

Valuing expansive and diverse forms of leadership and success might include:

- Professional respect being afforded to people based on ability and performance, not their gender or other intersecting identities
- Celebration of leaders who set a strong example in self-care and wellbeing and promote gender equal norms
- Australian arts and culture celebrating, actively promoting, and reflecting the diversity of experiences and people within Australia
- Recognition of all life choices and outcomes, reflected through the media, in promotion and awards (e.g. Orders of Australia, Australian of the Year etc), and other societal channels.

### Institutional

The institutional level of the socio-ecological model refers to the formal structures, systems, and policies in place in our society. Institutions often reflect the values and norms of the past and can be slow to change and adapt to contemporary ways of thinking. However, with awareness of this and a concerted effort to change, institutions can be highly influential and impactful in progressing gender equality objectives. Key actors at this level include governments of all levels and departments, NGOs, and the health, education, media, arts and culture, and corporate sectors. Within each of the outcomes is a description of how institutions might look once the outcome is achieved, but this is not intended to be an exhaustive list.

The overarching outcome for this layer of the socio-ecological model is that **institutional structures, cultures, policies, and practices across all sectors transform to reinforce and uphold gender equality**. Where this is the case, it is characterised by the following intermediate level outcomes:

#### 1 Government spending and taxes are gender transformative and support and value both work and care

In a gender equal society, government budgets work for everyone by ensuring gender equitable distribution of resources and by contributing to equal opportunities for all. This is essential to achieve gender equality and involves using government spending to not only respond to gender inequality but to redistribute power and resources to prevent it from reoccurring.

While all government policies should be developed within a gender responsive budgeting framework, in terms of sequencing the following areas could be prioritised, as they sit at the core of achieving gender equitable outcomes:

- Ensure that both work and care are valued in the policy settings and interactions between the tax system, government payments, childcare, parental leave, education, work, and retirement policies
- Ensure that any enhancement to childcare subsidies and other supports for female participation in the workforce are aligned with capacity and availability in the sector
- Application of gender-based assessments to the provision of other caring services, given the role women play in providing unpaid support to elderly and vulnerable adults
- Application of a gender lens to pay decisions and superannuation accrual.



## 2 Criminal justice and legal systems, education and schools, and faith-based organisations promote gender equality and prevent gender-based violence and re-victimisation

In a gender equal society, criminal justice and legal responses to violence and discrimination are culturally safe, trauma informed and responsive to individual needs. Victim-survivors feel safe and willing to report violence when it occurs and are not re-traumatised or further victimised by the process.

A gender transformative criminal justice and legal system might include:

- Governments leading, supporting, and investing in gender-based, family, and domestic violence prevention work
  - Police responding sensitively to gender-based, family, and domestic violence and identify the primary aggressor
  - Judges and legal professionals who are educated on the effects of gender-based, family, and domestic violence and are trained to safeguard victim survivors from re-victimisation and further trauma
  - Greater representation of women and gender diverse people at all levels of the judiciary, legal profession and police forces
  - Legal and court processes that deliver justice to victim-survivors of gender-based, family, and domestic violence without re-traumatising
  - Prisons and post-custodial integration programs for perpetrators of gender-based violence that are focused on rehabilitation and diversion from cycles of crime and imprisonment, particularly First Nations people who are over-represented in the criminal justice system due to the traumatic effects of colonisation
  - Supports for women to stay in their home following family and domestic violence with the perpetrator finding alternative accommodation
  - Child custody decisions that understand the long-term impacts of domestic and family violence on children and where the best interests of the child are the paramount consideration
  - Child support payments that are fair and enforced.
- ## 3 Service provision across sectors is gender transformative and intersectional in its response to the needs of the community

In a gender equal society, services and businesses manage operations in a way that promotes gender equality and are designed to meet the intersectional needs of the community.

Gender transformative service provision might include:

- Services that are culturally safe and co-designed with the people who they are intended to support
- People of all genders are equally considered and supported when requesting services such as banking. For example, women entrepreneurs are 30 per cent less likely to have sufficient funding for their business compared to men<sup>133</sup>
- Women's, and trans and gender diverse health services are accessible, gender focused and psychologically safe
- Affordable, social, respite and emergency housing are readily available, with targeted solutions for older women, women with children escaping violence and First Nations peoples
- Service providers managing their own operations in a way that reduces gender inequality instead of perpetuating it, including being community champions for gender equality (e.g., gender balance in positions of leadership, paying a fair wage for care roles).

## 4 High quality, accessible and affordable caring supports are widely available

In a gender equal society, aged, disability and childcare are widely available and supported by a valued, highly skilled, resourced, and sufficiently sized workforce. Economic and social wellbeing of informal carers is enabled through adequate financial assistance and access to respite care.

High quality, accessible and affordable caring supports might include:

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- Employees working in care and support roles being fairly and appropriately remunerated for the skill required to perform their work<sup>134</sup>
- A care workforce that includes all genders, with representative numbers of men and women in the sector
- Introduction of a Carers' Income Tax Offset to be credited against any income tax payable upon returning to work
- Parents having an option to choose who could stay at home to care for a child, and the cost of childcare has no influence over this decision.

#### **5 Workplace entitlements normalise expansive and diverse gender roles**

In a gender equal society, all employees have equal access to leave entitlements and work arrangements as their colleagues. Workplace cultures and organisational leadership encourage staff (particularly men) to access these entitlements and do not shame, stigmatise or penalise those who utilise them.<sup>135</sup> Benefits are accessible to all genders to ensure that decisions about taking leave or accessing part-time or flexible work is based on what works best for each individual family, rather than on pre-conceived gender roles.

Workplace entitlements that normalise expansive and diverse gender roles might include:

- Equal provision and uptake of parental leave by both parents, including for same-sex or LGBTQIA+ families, adoptive families etc.
- All those who take up part-time or flexible work, do so without stigma attached to these arrangements.

#### **6 Diversity and inclusion policies and practices build safety and equalise opportunities**

In a gender equal society, workplaces recognise and celebrate diversity and embed inclusiveness, accessibility and intersectionality within their Diversity and Inclusion (D&I) policies, including throughout their recruitment, development, promotion, reward and exit processes. Commitment to D&I is continuous and embedded into workplace culture and leadership. Organisations take action and hold people accountable where they discriminate, harass, bully or abuse others.

Diversity and inclusion policies that build safety and equalise opportunities might include:

- Organisations having clear and effective mechanisms and systems in place to respond to discrimination, harassment, bullying or abuse at all levels of the organisation
- Employees responsible for handling complaints who are appropriately trained to respond sensitively and effectively to the complaint and support the victim/survivor
- Where possible, jobs are designed and structured to be flexible and accessible for people with differing responsibilities (e.g. allowing for job-sharing, or flexible and part-time work arrangements)
- Employees feeling safe and comfortable to report harassment and bullying when it occurs and being confident that their workplace will handle these issues appropriately
- Organisations building D&I considerations into their recruitment, staff development and promotion processes to ensure that unconscious bias does not influence decision making and that recruitment, development and promotion are equitable
- Employees being culturally competent and recognising the importance and value of diversity and inclusion.

#### **7 Children's opportunities, attitudes and treatment are not influenced by gender stereotypes in education, sport, co-curriculars, or at home**

In a gender equal society, children and young people are free to pursue opportunities and aspirations that align with their interests and skills, including those that are not traditionally associated with their gender. Parents, teachers, friends, and families encourage and facilitate children to consider and follow a broad range of opportunities.

Children's opportunities, attitudes and treatment not being influenced by stereotypes might include:



- Equal access and encouragement for young people to participate in all school subjects and career paths
- Early Childhood Education and Care (ECEC) and primary education providers offer toys, games and learning materials to children equally, regardless of gender
- The division of household labour among children and adolescents is equitable and does not reinforce gender stereotypes
- Children and young people equally participate in different sports and co-curricular activities.

## Community

The community level of the socio-ecological model refers to the community and spaces in which we live, and the organisations, groups, and people with whom we identify and associate. Community organisations are the primary actors responsible for driving action and change at the community level, although governments have a role to play in designing the communities in which we live. Community organisations are generally not-for-profit, formally organised, and have connections and influence with the community in which they operate. Examples of community organisations include sports clubs, faith-based organisations, charity and outreach groups, unions, and advocacy networks. Within each of the outcomes is a description of how communities might look once the outcome is achieved, but this is not intended to be an exhaustive list.

The overarching outcome for this layer of the socio-ecological model is that **communities transform to reinforce and uphold gender equality at the local level**. Where this is the case, it is characterised by the following intermediate level outcomes:

### 1 Community settings and public spaces are accessible, inclusive, and safe at all times

In a gender equal society, public spaces and community settings (such as parks, public transport, roads etc.) are safe for everyone to access and move through at all hours of the day without fear of harm, discrimination, harassment, or abuse. Public spaces and infrastructure are designed with inclusivity and accessibility as a priority.

Accessible, inclusive, and safe community settings and public spaces might include:

- Public spaces created in line with design principles that promote safety for all individuals regardless of gender and remove barriers to equal participation in public spaces. For example, ensuring that public spaces are well-lit and visible
- Urban planning and design is gender-inclusive and follows best practice principles to ensure that the needs of the entire community are met<sup>136</sup>
- Communities that facilitate inclusion of people who would typically be unwilling or precluded from participating in community activities. For example, offering women-only swimming hours and allowing transgender people to play community sport with those who align with their gender identity
- Funding and access to community infrastructure are equal across genders, including sports equipment and fields.

### 2 Communities from across cultures, faiths, and settings, reinforce respectful relationships

In a gender equal society, communities understand, promote, and reinforce the principles of respect, safety, and prosperity in relationships with partners, friends, families, teammates, and others. Community organisations recognise their influence over community attitudes and ideals and use their platform to reinforce the principles of respectful relationships.

Communities reinforcing respectful relationships might include:

- Sporting organisations and teams represent and advocate for initiatives or campaigns that activate and inform the community to address gender inequality
- Community organisations hold members accountable who engage in gender-based harassment, abuse, or discrimination



- Community organisations address the institutional/organisational factors that drive gender-based violence (e.g., power imbalances, physical isolation, masculinity-contest cultures, social tolerance for gendered abuse).

### 3 Communities value expansive and diverse gender roles

In a gender equal society, communities and community organisations are inclusive, respectful, and welcoming of people of all genders. They are willing to listen and learn from others with diverse experiences. Communities and community organisations welcome and encourage all individuals to engage in social roles and activities of their choosing without fear of exclusion, discrimination, or harassment.

Valuing expansive and diverse gender roles might include:

- Community organisations, such as faith-based organisations and sporting clubs, advocate for tolerance and respect and celebrate diversity
- Positive bystanders call out disrespect, abuse, and discrimination
- Community organisations advocate for the inclusion of children in counter-stereotypical activities (e.g., girls and women engaging in male-dominated competitive sports, men volunteering to provide support in aged care settings).

### Relationship

The relationship level of the socio-ecological model is about the relationships between friends, families, intimate partners, and peers. The influence of gender norms and stereotypes play a significant role in how people experience and interact in their relationships, and diverges from the societal, institutional and community level as it primarily plays out in private settings and away from public scrutiny. Within each of the outcomes is a description of how relationships might look once the outcome is achieved, but this is not intended to be an exhaustive list.

The overarching outcome for this layer of the socio-ecological model is that **relationships with peers, families and partners are respectful and support expansive with diverse gender roles**. Where this is the case, it is characterised by the following intermediate level outcomes:

#### 1 Relationships are respectful and do not use violence or controlling behaviour

In a gender equal society, relationships, whether between family members, intimate partners, or friends, are supportive and characterised by gender equality. There is no expectation of individuals fulfilling traditionally gendered roles or traits. Permissive attitudes around gender norms and stereotypes which contribute towards violence against women, intimate partners, members of the LGBTQIA+ community, and violence between men are eradicated.

Respectful relationships might include:

- Children and young people are confident, resilient, and capable of identifying harmful and toxic attitudes and behaviours<sup>137</sup>
- Relationships are characterised by respect, trust, and a mutual and healthy approach to problem-solving and conflict resolution
- Women live free from domestic, family, and sexual violence
- Trans and gender diverse people are not harassed for being non-conforming
- Men and boys do not consider violence a reasonable way to solve interpersonal problems.

#### 2 Division of unpaid labour is free from gender norms

In a gender equal society, unpaid labour in the home, including cleaning, cooking and care, is divided between family members based on their preference, family needs and resources, without regard to gender norms or power imbalances.

Equitable division of unpaid labour might include:

- Equal division of unpaid labour where partners work similar hours in paid employment



- Sharing of household chores that are time-intensive and frequent, such as cooking and cleaning.

3 Access and control of assets, finances and decision making are not determined by gender

In a gender equal society, individuals have shared access and control over finances and assets within their relationship. Power and decision-making over child caring, living situations, and finances are equally shared among partners.

Equal access and control over assets, finances and decision-making in relationships might include:

- Strong financial literacy and capability, irrespective of gender
- Partners jointly make day-to-day decisions about use and investment of assets
- More equitable division of finances and assets following relationship breakdowns.

### Individual

The individual level of the socio-ecological model refers to the mindset and behaviours of individuals and the personal freedoms and autonomy they are afforded. Individuals are the key actors at this level, however, the societal, community, institutional and relational levels heavily influence whether the individual outcomes are achieved. Within each of the outcomes is a description of how individual lives might look once the outcome is achieved, but this is not intended to be an exhaustive list.

The overarching outcome for this layer of the socio-ecological model is that **individuals benefit from and support expansive and diverse gender roles**. Where this is the case, it is characterised by the following intermediate level outcomes:

## 1 Individuals contribute to gender transformation

In a gender equal society, individuals recognise their own gender and intersecting biases and make changes to their own attitudes and behaviours in response. Furthermore, they call out the behaviour of others when it is discriminatory, abusive, or perpetuates harmful stereotypes and norms. Individuals are not constrained by gender stereotypes and enjoy equal access to power, resources, and decision-making in their lives.

Contributing to gender transformative outcomes might include:

- Individuals feel comfortable to seek help for physical and mental health concerns before they reach a crisis point
- People readily act as positive bystanders when violence and abuse is imminent, occurs or when others express harmful or discriminatory views.

2 Individuals are afforded the opportunity to self-select into a wide range of roles

In a gender equal society, individuals feel comfortable, supported, and safe to follow the life path of their choosing, regardless of gender norms, expectations of roles and career and study pathways. Furthermore, they are able to try a range of subjects at school and university and pursue different career paths.

Being empowered to follow a wide range of roles might include:

- Individuals' vocational choices, in education, volunteering and employment, are not constrained by their gender
- Individuals feel confident to seek out the support they need to succeed in the life path of their choosing
- Individuals feel confident to speak out and report concerns if their views and wishes are not taken seriously in educational or early career settings.



3 Individuals have personal autonomy over their bodies and physical, mental, sexual, reproductive, and spiritual health

In a gender equal society, individuals have control and autonomy over their bodies and are free to make decisions about their sexual, reproductive, physical, spiritual, and mental health.<sup>128</sup> In addition, they have autonomy and self-determination in their personal lives over how they live and the choices they make about gender identity and role, sexuality, education, work, relationships, parenthood, and living situation. Individuals are not pressured by others into pathways or actions they do not wish to follow.

Having bodily and personal autonomy might include:

- Young people receive training about sexual consent and being capable to express and seek affirmative consent
- Individuals are all free to make choices about their sexual and reproductive health and are provided the tools and guidance required for them to make informed decisions
- People do not experience discrimination based on their assumed gender, gender identity, sexual characteristics, sexual orientation, and these are not compounded by other identity factors
- The eradication of interventions, treatments, surgeries, and procedures that are designed to force people into conforming with cisgender and heteronormative customs
- Elimination of early and forced marriage.

4 Individuals of all genders have financial security and safe, secure, and accessible housing

In a gender equal society, people have access to financial security and secure housing that meets their needs and allows them to feel safe at home.

Financial security and safe, secure, and accessible housing might include:

- Gendered disparities in pay and superannuation are eliminated
- Individuals have financial literacy skills that support financial independence and autonomy, regardless of gender or relationship status
- Victim-survivors fleeing domestic and family violence are able to promptly secure crisis and permanent accommodation.

## Sequencing of actions

It is important to acknowledge all the initiatives that are currently taking place that aim to bring about gender responsive and gender transformative changes that will make Australia a more gender equitable place to live.

The task of this theory of change is to chart a course to accelerate gender transformation and sustainable changes so that all Australians can live in a society where gender is no longer a determinant of life outcomes.

As discussed above within the socio-ecological model, transformation must occur in all spheres, at all levels and in all domains of public and private life.

The question is: where do we start? First, it is important to recognise change and transformation of any kind is a process, not an event. It advances through stages and is cumulative, additive and mutually reinforcing. It is also, as demonstrated by this theory of change, multifaceted and never straight forward.

Second, when enacting change, a considered and measured approach must be adopted to ensure sustainable and lasting transformation. Attempts to bring about change must recognise that not all individuals or cohorts of society will necessarily see a need for change and can consequently be resistant to, indifferent towards, or opposed to change. Recognising these sources of resistance – and mapping out a journey that brings all people along and where all people discover how they can meaningfully benefit from this change – is an essential step for sustainable and lasting transformation.

This is why it's important to communicate a story of change that enables all people to understand how the current status quo constrains us people – men, women and people of all genders. The story for change also needs to communicate how societal norms, institutional settings and community conventions steer people towards narrow gender-defined roles and carry repercussions when people do not adhere to these traditional gender-based pathways across their life course.

As such, levers and actions will need to be sequenced in order to create the solid foundations upon which change can be achieved and sustained, and for genuine gender equality to thrive. There are three key stages of sequencing for this theory of change:

- **Stage 1:** nurture readiness for and anticipate resistance to change
- **Stage 2:** dismantle the policies and practices that reinforce existing narrow gender-specific pathways
- **Stage 3:** activate change in settings across all sectors to widen the pathways for all individuals, without repercussion and with equal reward.

### Stage 1

Readying for change enables individuals, communities, institutions and society to embrace, adopt and adapt to the new status quo.

To do so, a sense of urgency is to be initially established with respect to individual and society flourishing and be communicated broadly and dramatically in order to galvanise, inspire and motivate action.<sup>139</sup> It is also important to continuously communicate this message, of the well documented gains and moral imperative of gender equality, across all levels of the socio-ecological model through government and civil society advocacy.

Concurrent to creating a sense of urgency, is the forming of a powerful guiding coalition and vision.<sup>140,141</sup> Documents such as this theory of change, the National Strategy to Achieve Gender Equality and committees such as the Women's Economic Equality Taskforce are necessary to provide direction, cohesion and coordination amongst those leading the charge. These initiatives will provide a guiding vision for other strategies which will be created to suit specific sectors and settings and serve people from different cultural backgrounds and with diverse lived experiences. There will be a need for such strategies and their resulting policies, programs and initiatives, to be consistently evaluated and

<sup>139</sup> Ibid, p. 40.

<sup>140</sup> Ibid, p. 41. <sup>141</sup> Ibid, p. 42. <sup>142</sup> Ibid, p. 43. <sup>143</sup> Ibid, p. 44. <sup>144</sup> Ibid, p. 45. <sup>145</sup> Ibid, p. 46. <sup>146</sup> Ibid, p. 47. <sup>147</sup> Ibid, p. 48. <sup>148</sup> Ibid, p. 49. <sup>149</sup> Ibid, p. 50. <sup>150</sup> Ibid, p. 51. <sup>151</sup> Ibid, p. 52. <sup>152</sup> Ibid, p. 53. <sup>153</sup> Ibid, p. 54. <sup>154</sup> Ibid, p. 55. <sup>155</sup> Ibid, p. 56. <sup>156</sup> Ibid, p. 57. <sup>157</sup> Ibid, p. 58. <sup>158</sup> Ibid, p. 59. <sup>159</sup> Ibid, p. 60. <sup>160</sup> Ibid, p. 61. <sup>161</sup> Ibid, p. 62. <sup>162</sup> Ibid, p. 63. <sup>163</sup> Ibid, p. 64. <sup>164</sup> Ibid, p. 65. <sup>165</sup> Ibid, p. 66. <sup>166</sup> Ibid, p. 67. <sup>167</sup> Ibid, p. 68. <sup>168</sup> Ibid, p. 69. <sup>169</sup> Ibid, p. 70. <sup>170</sup> Ibid, p. 71. <sup>171</sup> Ibid, p. 72. <sup>172</sup> Ibid, p. 73. <sup>173</sup> Ibid, p. 74. <sup>174</sup> Ibid, p. 75. <sup>175</sup> Ibid, p. 76. <sup>176</sup> Ibid, p. 77. <sup>177</sup> Ibid, p. 78. <sup>178</sup> Ibid, p. 79. <sup>179</sup> Ibid, p. 80. <sup>180</sup> Ibid, p. 81. <sup>181</sup> Ibid, p. 82. <sup>182</sup> Ibid, p. 83. <sup>183</sup> Ibid, p. 84. <sup>184</sup> Ibid, p. 85. <sup>185</sup> Ibid, p. 86. <sup>186</sup> Ibid, p. 87. <sup>187</sup> Ibid, p. 88. <sup>188</sup> Ibid, p. 89. <sup>189</sup> Ibid, p. 90. <sup>190</sup> Ibid, p. 91. <sup>191</sup> Ibid, p. 92. <sup>192</sup> Ibid, p. 93. <sup>193</sup> Ibid, p. 94. <sup>194</sup> Ibid, p. 95. <sup>195</sup> Ibid, p. 96. <sup>196</sup> Ibid, p. 97. <sup>197</sup> Ibid, p. 98. <sup>198</sup> Ibid, p. 99. <sup>199</sup> Ibid, p. 100. <sup>200</sup> Ibid, p. 101. <sup>201</sup> Ibid, p. 102. <sup>202</sup> Ibid, p. 103. <sup>203</sup> Ibid, p. 104. <sup>204</sup> Ibid, p. 105. <sup>205</sup> Ibid, p. 106. <sup>206</sup> Ibid, p. 107. <sup>207</sup> Ibid, p. 108. <sup>208</sup> Ibid, p. 109. <sup>209</sup> Ibid, p. 110. <sup>210</sup> Ibid, p. 111. <sup>211</sup> Ibid, p. 112. <sup>212</sup> Ibid, p. 113. <sup>213</sup> Ibid, p. 114. <sup>214</sup> Ibid, p. 115. <sup>215</sup> Ibid, p. 116. <sup>216</sup> Ibid, p. 117. <sup>217</sup> Ibid, p. 118. <sup>218</sup> Ibid, p. 119. <sup>219</sup> Ibid, p. 120. <sup>220</sup> Ibid, p. 121. <sup>221</sup> Ibid, p. 122. <sup>222</sup> Ibid, p. 123. <sup>223</sup> Ibid, p. 124. <sup>224</sup> Ibid, p. 125. <sup>225</sup> Ibid, p. 126. <sup>226</sup> Ibid, p. 127. <sup>227</sup> Ibid, p. 128. <sup>228</sup> Ibid, p. 129. <sup>229</sup> Ibid, p. 130. <sup>230</sup> Ibid, p. 131. <sup>231</sup> Ibid, p. 132. <sup>232</sup> Ibid, p. 133. <sup>233</sup> Ibid, p. 134. <sup>234</sup> Ibid, p. 135. <sup>235</sup> Ibid, p. 136. <sup>236</sup> Ibid, p. 137. <sup>237</sup> Ibid, p. 138. <sup>238</sup> Ibid, p. 139. <sup>239</sup> Ibid, p. 140. <sup>240</sup> Ibid, p. 141. <sup>241</sup> Ibid, p. 142. <sup>242</sup> Ibid, p. 143. <sup>243</sup> Ibid, p. 144. <sup>244</sup> Ibid, p. 145. <sup>245</sup> 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<sup>280</sup> Ibid, p. 181. <sup>281</sup> Ibid, p. 182. <sup>282</sup> Ibid, p. 183. <sup>283</sup> Ibid, p. 184. <sup>284</sup> Ibid, p. 185. <sup>285</sup> Ibid, p. 186. <sup>286</sup> Ibid, p. 187. <sup>287</sup> Ibid, p. 188. <sup>288</sup> Ibid, p. 189. <sup>289</sup> Ibid, p. 190. <sup>290</sup> Ibid, p. 191. <sup>291</sup> Ibid, p. 192. <sup>292</sup> Ibid, p. 193. <sup>293</sup> Ibid, p. 194. <sup>294</sup> Ibid, p. 195. <sup>295</sup> Ibid, p. 196. <sup>296</sup> Ibid, p. 197. <sup>297</sup> Ibid, p. 198. <sup>298</sup> Ibid, p. 199. <sup>299</sup> Ibid, p. 200. <sup>300</sup> Ibid, p. 201. <sup>301</sup> Ibid, p. 202. <sup>302</sup> Ibid, p. 203. <sup>303</sup> Ibid, p. 204. <sup>304</sup> Ibid, p. 205. <sup>305</sup> Ibid, p. 206. <sup>306</sup> Ibid, p. 207. <sup>307</sup> Ibid, p. 208. <sup>308</sup> Ibid, p. 209. <sup>309</sup> Ibid, p. 210. <sup>310</sup> Ibid, p. 211. <sup>311</sup> Ibid, p. 212. <sup>312</sup> Ibid, p. 213. <sup>313</sup> Ibid, p. 214. <sup>314</sup> 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<sup>349</sup> Ibid, p. 250. <sup>350</sup> Ibid, p. 251. <sup>351</sup> Ibid, p. 252. <sup>352</sup> Ibid, p. 253. <sup>353</sup> Ibid, p. 254. <sup>354</sup> Ibid, p. 255. <sup>355</sup> Ibid, p. 256. <sup>356</sup> Ibid, p. 257. <sup>357</sup> Ibid, p. 258. <sup>358</sup> Ibid, p. 259. <sup>359</sup> Ibid, p. 260. <sup>360</sup> Ibid, p. 261. <sup>361</sup> Ibid, p. 262. <sup>362</sup> Ibid, p. 263. <sup>363</sup> Ibid, p. 264. <sup>364</sup> Ibid, p. 265. <sup>365</sup> Ibid, p. 266. <sup>366</sup> Ibid, p. 267. <sup>367</sup> Ibid, p. 268. <sup>368</sup> Ibid, p. 269. <sup>369</sup> Ibid, p. 270. <sup>370</sup> Ibid, p. 271. <sup>371</sup> Ibid, p. 272. <sup>372</sup> Ibid, p. 273. <sup>373</sup> Ibid, p. 274. <sup>374</sup> Ibid, p. 275. <sup>375</sup> Ibid, p. 276. <sup>376</sup> Ibid, p. 277. <sup>377</sup> Ibid, p. 278. <sup>378</sup> Ibid, p. 279. <sup>379</sup> Ibid, p. 280. <sup>380</sup> Ibid, p. 281. <sup>381</sup> Ibid, p. 282. <sup>382</sup> Ibid, p. 283. <sup>383</sup> 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<sup>418</sup> Ibid, p. 319. <sup>419</sup> Ibid, p. 320. <sup>420</sup> Ibid, p. 321. <sup>421</sup> Ibid, p. 322. <sup>422</sup> Ibid, p. 323. <sup>423</sup> Ibid, p. 324. <sup>424</sup> Ibid, p. 325. <sup>425</sup> Ibid, p. 326. <sup>426</sup> Ibid, p. 327. <sup>427</sup> Ibid, p. 328. <sup>428</sup> Ibid, p. 329. <sup>429</sup> Ibid, p. 330. <sup>430</sup> Ibid, p. 331. <sup>431</sup> Ibid, p. 332. <sup>432</sup> Ibid, p. 333. <sup>433</sup> Ibid, p. 334. <sup>434</sup> Ibid, p. 335. <sup>435</sup> Ibid, p. 336. <sup>436</sup> Ibid, p. 337. <sup>437</sup> Ibid, p. 338. <sup>438</sup> Ibid, p. 339. <sup>439</sup> Ibid, p. 340. <sup>440</sup> Ibid, p. 341. <sup>441</sup> Ibid, p. 342. <sup>442</sup> Ibid, p. 343. <sup>443</sup> Ibid, p. 344. <sup>444</sup> Ibid, p. 345. <sup>445</sup> Ibid, p. 346. <sup>446</sup> Ibid, p. 347. <sup>447</sup> Ibid, p. 348. <sup>448</sup> Ibid, p. 349. <sup>449</sup> Ibid, p. 350. <sup>450</sup> Ibid, p. 351. <sup>451</sup> Ibid, p. 352. <sup>452</sup> Ibid, p. 353. <sup>453</sup> Ibid, p. 354. <sup>454</sup> Ibid, p. 355. <sup>455</sup> Ibid, p. 356. <sup>456</sup> Ibid, p. 357. <sup>457</sup> Ibid, p. 358. <sup>458</sup> Ibid, p. 359. <sup>459</sup> Ibid, p. 360. <sup>460</sup> Ibid, p. 361. <sup>461</sup> Ibid, p. 362. <sup>462</sup> Ibid, p. 363. <sup>463</sup> Ibid, p. 364. <sup>464</sup> Ibid, p. 365. <sup>465</sup> Ibid, p. 366. <sup>466</sup> Ibid, p. 367. <sup>467</sup> Ibid, p. 368. <sup>468</sup> Ibid, p. 369. <sup>469</sup> Ibid, p. 370. <sup>470</sup> Ibid, p. 371. <sup>471</sup> Ibid, p. 372. <sup>472</sup> Ibid, p. 373. <sup>473</sup> Ibid, p. 374. <sup>474</sup> Ibid, p. 375. <sup>475</sup> Ibid, p. 376. <sup>476</sup> Ibid, p. 377. <sup>477</sup> Ibid, p. 378. <sup>478</sup> Ibid, p. 379. <sup>479</sup> Ibid, p. 380. <sup>480</sup> Ibid, p. 381. <sup>481</sup> Ibid, p. 382. <sup>482</sup> Ibid, p. 383. <sup>483</sup> Ibid, p. 384. <sup>484</sup> Ibid, p. 385. <sup>485</sup> Ibid, p. 386. <sup>486</sup> Ibid, p. 387. <sup>487</sup> Ibid, p. 388. <sup>488</sup> Ibid, p. 389. <sup>489</sup> Ibid, p. 390. <sup>490</sup> Ibid, p. 391. <sup>491</sup> Ibid, p. 392. <sup>492</sup> Ibid, p. 393. <sup>493</sup> Ibid, p. 394. <sup>494</sup> Ibid, p. 395. <sup>495</sup> Ibid, p. 396. <sup>496</sup> Ibid, p. 397. <sup>497</sup> Ibid, p. 398. <sup>498</sup> Ibid, p. 399. <sup>499</sup> Ibid, p. 400. <sup>500</sup> Ibid, p. 401. <sup>501</sup> Ibid, p. 402. <sup>502</sup> Ibid, p. 403. <sup>503</sup> Ibid, p. 404. <sup>504</sup> Ibid, p. 405. <sup>505</sup> Ibid, p. 406. <sup>506</sup> Ibid, p. 407. <sup>507</sup> Ibid, p. 408. <sup>508</sup> Ibid, p. 409. <sup>509</sup> Ibid, p. 410. <sup>510</sup> Ibid, p. 411. <sup>511</sup> Ibid, p. 412. <sup>512</sup> Ibid, p. 413. <sup>513</sup> Ibid, p. 414. <sup>514</sup> Ibid, p. 415. <sup>515</sup> Ibid, p. 416. <sup>516</sup> Ibid, p. 417. <sup>517</sup> Ibid, p. 418. <sup>518</sup> Ibid, p. 419. <sup>519</sup> Ibid, p. 420. <sup>520</sup> Ibid, p. 421. <sup>521</sup> Ibid, p. 422. <sup>522</sup> Ibid, p. 423. <sup>523</sup> Ibid, p. 424. <sup>524</sup> Ibid, p. 425. <sup>525</sup> Ibid, p. 426. <sup>526</sup> Ibid, p. 427. <sup>527</sup> Ibid, p. 428. <sup>528</sup> Ibid, p. 429. <sup>529</sup> Ibid, p. 430. <sup>530</sup> Ibid, p. 431. <sup>531</sup> Ibid, p. 432. <sup>532</sup> Ibid, p. 433. <sup>533</sup> Ibid, p. 434. <sup>534</sup> Ibid, p. 435. <sup>535</sup> Ibid, p. 436. <sup>536</sup> Ibid, p. 437. <sup>537</sup> Ibid, p. 438. <sup>538</sup> Ibid, p. 439. <sup>539</sup> Ibid, p. 440. <sup>540</sup> Ibid, p. 441. <sup>541</sup> Ibid, p. 442. <sup>542</sup> Ibid, p. 443. <sup>543</sup> Ibid, p. 444. <sup>544</sup> Ibid, p. 445. <sup>545</sup> Ibid, p. 446. <sup>546</sup> Ibid, p. 447. <sup>547</sup> Ibid, p. 448. <sup>548</sup> Ibid, p. 449. <sup>549</sup> Ibid, p. 450. <sup>550</sup> Ibid, p. 451. <sup>551</sup> Ibid, p. 452. <sup>552</sup> Ibid, p. 453. <sup>553</sup> Ibid, p. 454. <sup>554</sup> Ibid, p. 455. <sup>555</sup> Ibid, p. 456. <sup>556</sup> Ibid, p. 457. <sup>557</sup> Ibid, p. 458. <sup>558</sup> Ibid, p. 459. <sup>559</sup> Ibid, p. 460. <sup>560</sup> Ibid, p. 461. <sup>561</sup> Ibid, p. 462. <sup>562</sup> Ibid, p. 463. <sup>563</sup> Ibid, p. 464. <sup>564</sup> Ibid, p. 465. <sup>565</sup> Ibid, p. 466. <sup>566</sup> Ibid, p. 467. <sup>567</sup> Ibid, p. 468. <sup>568</sup> Ibid, p. 469. <sup>569</sup> Ibid, p. 470. <sup>570</sup> Ibid, p. 471. <sup>571</sup> Ibid, p. 472. <sup>572</sup> Ibid, p. 473. <sup>573</sup> Ibid, p. 474. <sup>574</sup> Ibid, p. 475. <sup>575</sup> Ibid, p. 476. <sup>576</sup> Ibid, p. 477. <sup>577</sup> Ibid, p. 478. <sup>578</sup> Ibid, p. 479. <sup>579</sup> Ibid, p. 480. <sup>580</sup> Ibid, p. 481. <sup>581</sup> Ibid, p. 482. <sup>582</sup> Ibid, p. 483. <sup>583</sup> Ibid, p. 484. <sup>584</sup> Ibid, p. 485. <sup>585</sup> Ibid, p. 486. <sup>586</sup> Ibid, p. 487. <sup>587</sup> Ibid, p. 488. <sup>588</sup> Ibid, p. 489. <sup>589</sup> Ibid, p. 490. <sup>590</sup> Ibid, p. 491. <sup>591</sup> Ibid, p. 492. <sup>592</sup> Ibid, p. 493. <sup>593</sup> Ibid, p. 494. <sup>594</sup> Ibid, p. 495. <sup>595</sup> Ibid, p. 496. <sup>596</sup> Ibid, p. 497. <sup>597</sup> Ibid, p. 498. <sup>598</sup> Ibid, p. 499. <sup>599</sup> Ibid, p. 500. <sup>600</sup> Ibid, p. 501. <sup>601</sup> Ibid, p. 502. <sup>602</sup> Ibid, p. 503. <sup>603</sup> Ibid, p. 504. <sup>604</sup> Ibid, p. 505. <sup>605</sup> Ibid, p. 506. <sup>606</sup> Ibid, p. 507. <sup>607</sup> Ibid, p. 508. <sup>608</sup> Ibid, p. 509. <sup>609</sup> Ibid, p. 510. <sup>610</sup> Ibid, p. 511. <sup>611</sup> Ibid, p. 512. <sup>612</sup> Ibid, p. 513. <sup>613</sup> Ibid, p. 514. <sup>614</sup> Ibid, p. 515. <sup>615</sup> Ibid, p. 516. <sup>616</sup> Ibid, p. 517. <sup>617</sup> Ibid, p. 518. <sup>618</sup> Ibid, p. 519. <sup>619</sup> Ibid, p. 520. <sup>620</sup> Ibid, p. 521. <sup>621</sup> Ibid, p. 522. <sup>622</sup> Ibid, p. 523. <sup>623</sup> Ibid, p. 524. <sup>624</sup> Ibid, p. 525. <sup>625</sup> Ibid, p. 526. <sup>626</sup> Ibid, p. 527. <sup>627</sup> Ibid, p. 528. <sup>628</sup> Ibid, p. 529. <sup>629</sup> Ibid, p. 530. <sup>630</sup> Ibid, p. 531. <sup>631</sup> Ibid, p. 532. <sup>632</sup> Ibid, p. 533. <sup>633</sup> Ibid, p. 534. <sup>634</sup> Ibid, p. 535. <sup>635</sup> Ibid, p. 536. <sup>636</sup> Ibid, p. 537. <sup>637</sup> Ibid, p. 538. <sup>638</sup> Ibid, p. 539. <sup>639</sup> Ibid, p. 540. <sup>640</sup> Ibid, p. 541. <sup>641</sup> Ibid, p. 542. <sup>642</sup> Ibid, p. 543. <sup>643</sup> Ibid, p. 544. <sup>644</sup> Ibid, p. 545. <sup>645</sup> Ibid, p. 546. <sup>646</sup> Ibid, p. 547. <sup>647</sup> Ibid, p. 548. <sup>648</sup> Ibid, p. 549. <sup>649</sup> Ibid, p. 550. <sup>650</sup> Ibid, p. 551. <sup>651</sup> Ibid, p. 552. <sup>652</sup> Ibid, p. 553. <sup>653</sup> Ibid, p. 554. <sup>654</sup> Ibid, p. 555. <sup>655</sup> Ibid, p. 556. <sup>656</sup> Ibid, p. 557. <sup>657</sup> Ibid, p. 558. <sup>658</sup> Ibid, p. 559. <sup>659</sup> Ibid, p. 560. <sup>660</sup> Ibid, p. 561. <sup>661</sup> Ibid, p. 562. <sup>662</sup> Ibid, p. 563. <sup>663</sup> Ibid, p. 564. <sup>664</sup> Ibid, p. 565. <sup>665</sup> Ibid, p. 566. <sup>666</sup> Ibid, p. 567. <sup>667</sup> Ibid, p. 568. <sup>668</sup> Ibid, p. 569. <sup>669</sup> Ibid, p. 570. <sup>670</sup> Ibid, p. 571. <sup>671</sup> Ibid, p. 572. <sup>672</sup> Ibid, p. 573. <sup>673</sup> Ibid, p. 574. <sup>674</sup> Ibid, p. 575. <sup>675</sup> Ibid, p. 576. <sup>676</sup> Ibid, p. 577. <sup>677</sup> Ibid, p. 578. <sup>678</sup> Ibid, p. 579. <sup>679</sup> Ibid, p. 580. <sup>680</sup> Ibid, p. 581. <sup>681</sup> Ibid, p. 582. <sup>682</sup> Ibid, p. 583. <sup>683</sup> Ibid, p. 584. <sup>684</sup> Ibid, p. 585. <sup>685</sup> Ibid, p. 586. <sup>686</sup> Ibid, p. 587. <sup>687</sup> Ibid, p. 588. <sup>688</sup> Ibid, p. 589. <sup>689</sup> Ibid, p. 590. <sup>690</sup> Ibid, p. 591. <sup>691</sup> Ibid, p. 592. <sup>692</sup> Ibid, p. 593. <sup>693</sup> Ibid, p. 594. <sup>694</sup> Ibid, p. 595. <sup>695</sup> Ibid, p. 596. <sup>696</sup> Ibid, p. 597. <sup>697</sup> Ibid, p. 598. <sup>698</sup> Ibid, p. 599. <sup>699</sup> Ibid, p. 600. <sup>700</sup> Ibid, p. 601. <sup>701</sup> Ibid, p. 602. <sup>702</sup> Ibid, p. 603. <sup>703</sup> Ibid, p. 604. <sup>704</sup> Ibid, p. 605. <sup>705</sup> Ibid, p. 606. <sup>706</sup> Ibid, p. 607. <sup>707</sup> Ibid, p. 608. <sup>708</sup> Ibid, p. 609. <sup>709</sup> Ibid, p. 610. <sup>710</sup> Ibid, p. 611. <sup>711</sup> Ibid, p. 612. <sup>712</sup> Ibid, p. 613. <sup>713</sup> Ibid, p. 614. <sup>714</sup> Ibid, p. 615. <sup>715</sup> Ibid, p. 616. <sup>716</sup> Ibid, p. 617. <sup>717</sup> Ibid, p. 618. <sup>718</sup> Ibid, p. 619. <sup>719</sup> Ibid, p. 620. <sup>720</sup> Ibid, p. 621. <sup>721</sup> Ibid, p. 622. <sup>722</sup> Ibid, p. 623. <sup>723</sup> Ibid, p. 624. <sup>724</sup> Ibid, p. 625. <sup>725</sup> Ibid, p. 626. <sup>726</sup> Ibid, p. 627. <sup>727</sup> Ibid, p. 628. <sup>728</sup> Ibid, p. 629. <sup>729</sup> Ibid, p. 630. <sup>730</sup> Ibid, p. 631. <sup>731</sup> Ibid, p. 632. <sup>732</sup> Ibid, p. 633. <sup>733</sup> Ibid, p. 634. <sup>734</sup> Ibid, p. 635. <sup>735</sup> Ibid, p. 636. <sup>736</sup> Ibid, p. 637. <sup>737</sup> Ibid, p. 638. <sup>738</sup> Ibid, p. 639. <sup>739</sup> Ibid, p. 640. <sup>740</sup> Ibid, p. 641. <sup>741</sup> Ibid, p. 642. <sup>742</sup> Ibid, p. 643. <sup>743</sup> Ibid, p. 644. <sup>744</sup> Ibid, p. 645. <sup>745</sup> Ibid, p. 646. <sup>746</sup> Ibid, p. 647. <sup>747</sup> Ibid, p. 648. <sup>748</sup> Ibid, p. 649. <sup>749</sup> Ibid, p. 650. <sup>750</sup> Ibid, p. 651. <sup>751</sup> Ibid, p. 652. <sup>752</sup> Ibid, p. 653. <sup>753</sup> Ibid, p. 654. <sup>754</sup> Ibid, p. 655. <sup>755</sup> Ibid, p. 656. <sup>756</</sup>



appropriately revised in response to change in settings and situations, including adjusting to changes in economic, political and social conditions.

In having already established the urgency and vision, it is now a matter of communicating the vision and readying and activating the community to be a part of the process to achieve change.<sup>142</sup> These two activities are important pre-requisites for transformation and will mobilise actors and allies within the community to initiate targeted actions to elicit changes in attitudes, norms and values.

Activating the community specifically, is a pivotal starting point due to its central proximity to other spheres of influence.<sup>143</sup> Changes at community level can expand more broadly into institutional and societal change, and flow through to influence household, family, individual and interpersonal dynamics. Mobilising the community to be ready for change reduces resistance and backlash, as it is almost inevitable that resistance or backlash will occur in response to challenges to the status quo. To anticipate and prepare for all types of resistance, robust and detailed frameworks of laws, policies, interventions and action plans must be developed and implemented, as described in further detail in the Chapter 'Levers of change' – Ready and activating the community for change.

It is important to articulate how the vision for change aligns with the values that are commonly held across all cohorts of society, such as our country's shared values of fairness and equality. In anticipation of backlash, this stage of action needs to make clear that the process of change will not diminish or detract from the fairness of treatment and equality of opportunity of anyone, perceived or otherwise, as this is a common argument against equality initiatives. To bring on board those who are resistant to change, this stage of readying and activation needs to communicate how the status quo creates unfairnesses for all, for example, how men face stigma and discrimination for taking on roles traditionally perceived as women's and how broadening and diversifying aspirations and opportunities for everyone benefits all, thereby facilitating greater fairness.<sup>144</sup>

It will also encourage community-wide conversations and debate which will promote acceptance and understanding of the imperatives for change. This action predominately operates within the relationship and individual levels of the socio-ecological model and the levers that will be utilised at this stage include *awareness raising, normative messaging, reframing and role-modelling*, as described in further detail on page 18.

The creating of many guiding visions and strategies, all of which are context and setting specific, will need to incorporate clear and defined plans to respond to resistance. These steps may include (but are not limited to): understanding the form of resistance; identifying the source, who it is generated by and their reasons for resistance; strategic focusing of efforts; harnessing the influential power of leaders and the community to facilitate positive change; reframing; monitoring and codifying.<sup>145</sup>

Finally, to adequately prepare for the next two stages, a set of key indicators representing gender equality throughout all domains of life and across stages of the life course needs to be identified and defined, as well as clear articulation of who is accountable for the progression of each metric and its resourcing arrangements. These indicators need to be designed and measured through an intersectional lens in acknowledgement of the differing experiences that different cohorts of society are exposed to due to attributes and circumstances beyond gender. As described in detail in Chapter 5 under the sections '*using robust data and evaluation to improve gender equality*' and '*clear governance accountabilities to improve gender equality*', monitoring and evaluation, including concise and realistic benchmarks, baselines, and processes, are critical aspects of achieving social change.

By measuring and reporting on relevant progress, success and outreach indicators (see Figure 3), the extent of transformation can be tracked and supported through evidence-informed adaptations to strategies and initiatives. Progress on these indicators can be defined as tangible outputs in the theory of change journey. The development of these metrics will also support the effective implementation of interventions and measures, ensure accountability, enhance knowledge and understanding of ongoing changes, as well as allow for iterative design for ongoing improvement and to address unintended consequences and emerging issues in all sectors and settings.<sup>146,147</sup> This may be a 'dashboard of



indicators' or 'outcomes framework' of sorts<sup>1</sup>, defining a set of metrics of experiences, outcomes and fulfilment of human rights is required as a reference point to measure progress and impact.

## Stage 2

Building on the actions of Stage 1, Stage 2 focuses on Government setting the direction and conditions for change by identifying and reforming Government policies, programs and practices that reinforce existing narrow gender-specific pathways and engaging in gender transformative policy, program and initiative design. It also leverages the changes occurring in Stage 1 within the individual, relationship and community levels of the socio-ecological model to push further for more structural, transformation within the institutional and societal levels.

The levers of '*using investment in co-design and collaboration to improve gender equality*', '*applying gender transformative policy and program design to improve gender equality*', and '*commissioning for outcomes to improve gender equality*', described in Chapter 5, will ensure that all resourcing, policy design and policy implementation (including direct policies, indirect incentive structures and legislation) are enablers of gender transformation.

When designing policies, programs or initiatives, the following set of criteria can serve as a guide for decision makers as a means of supporting these gender responsive and gender transformative policy and program designs (but not limited to):

- *Instilling gender responsive approaches as a routine step in policymaking*; when assessing impact of existing policies and practices, including policies that seem gender-neutral:
  - Has a gender lens been applied to consider the ways that different people are affected differently depending on their gender?
  - Has an intersectional gender lens been applied to consider ways that people are affected differently depending on multiple dimensions of their identity, circumstances and lived experience?
  - Has this gender lens approach been applied to all policies across all portfolios, including policies that appear gender-neutral?
- *Gender transformative change*; when assessing the design of an existing or creating a new policy:
  - Does the design of policy enforce and perpetuate existing gender-patterned pathways as the default, or does it create settings that expand and diversify roles for individuals of all genders, i.e. gender transformative change?
- *Readying and activation*; when proposing a change in policy:
  - Have you gauged attitudinal receptiveness and readiness for change within the community?
  - What proactive initiatives and risk mitigation strategies are in place in preparation to prevent and manage backlash or resistance?
- *Resourcing, evaluation and accountability*; when policies and programs have been designed:
  - Is policy design informed by the research and evidence base, lived experiences, and community consultation and collaboration/co-creation across diverse cohorts?
  - Are the metrics for progress informed by research and evidence base, lived experiences, community consultation and collaboration/co-creation across diverse cohorts?
  - Have the resources to deliver the policy initiative been secured, including data collation and workforce capacity requirements? (An example here is the policy proposal to increase the affordability and accessibility of childcare which necessitates several precursory steps – can include a breakout box?)

<sup>1</sup> This work is currently being commissioned by the Office for Women for the National Strategy to Achieve Gender Equality.



- Are systems for evaluation of effectiveness over time being implemented and resourced, including evaluation of effectiveness through an intersectional gender lens?
- These investment in resourcing, evaluation and accountability need to be secured because often in the gender equality space, these steps are deprioritised, leading to short-term responses and impeding long-term systemic change.

The above criterion gender equality criteria can be fortified by these general policy making principles:

- Does it align with existing commitments that are working that should be scaled?
- Does it have a likely beneficial impact for a broad range of stakeholders, or address a serious disadvantage for a smaller target group?
- Is it supported by a strong evidence base or contribute to the development of a strong evidence base in an area of identified need?

### Stage 3

Building on Stages 1 and 2, Stage 3 seeks to activate the levers within all settings in each that widen the gendered pathways for all individuals without repercussion and with equal reward. This stage considers in depth on the sector and setting specific actions that is needed to take place so that individuals are able to live a dignified life of their choosing without gender-based restrictions.

Actions occurring in Stages 1 and 2 create the overarching enabling conditions and policy and program scaffolding to ensure sector and setting specific actions for gender transformation operate with minimal resistance and backlash.

Stage 3 activates the levers within the settings of education, healthcare, legal and criminal justice systems, economic and financial systems, human services and workplace policies as among the foundational sectors (although not exclusively), which enable gender transformation, as described in Chapter 5 'Levers of change' – Foundational sectors and settings driving change. The levers sitting within these sectors are specific to the priorities, policies and constraints of the day.

As detailed above, there will necessarily be various strategies and policies to address particular sectors' requirements and directives to achieve gender equality. The levers within these sectors must also work in conjunction with each other. For example, legislative reform in domestic and family violence cannot be sustainable without the appropriate social service provisions. Triggering reforms in paid parental leave and childcare subsidies cannot occur without first creating the conditions of a thriving childcare workforce (i.e. addressing the gender pay gap, the income gap and superannuation gap of current service centric workforces).

Strengthening these sectors and settings contributes towards building the social foundations of gender equality, which will in turn enable other sectors to contribute to a progressively gender equal society in mutually enforcing way.

## Conclusion

To achieve a society where everyone's aspirations, opportunities, experiences, treatment and outcomes can be free from the influence of gender, we must work together to support diverse gender norms and expanded pathways for Australians of all genders.

While there is still much to do in supporting all individuals to pursue their aspirations for the life and identity of their choice, we acknowledge this theory of change builds upon the tireless efforts of many over decades in the name of gender equality.

This theory of change hopes to build upon those efforts and articulates a framework to progress gender equality through actions, interventions and programs. It recognises that to achieve gender equality, we must reassess and adjust our values, customs and norms to promote gender equality and ensure our institutions and structures are gender transformative and intersectional. Importantly, government, sectors and communities must work together to support this process. In enacting this theory of change, we will see positive outcomes for all individuals and society, such as decreased rates of violence, healthier and safer communities, a bolstered economy and increased occupational options and opportunities for men, women, gender diverse, and non-binary people.

We hope this piece of works sets the vision and provides the guiding light required to inspire and encourage all to act and contribute to achieving an equal and flourishing Australia.



## Appendix A – First Nations Gender Equality

In November of 2022, s 47G(1)(a) with the support of KPMG, conducted two roundtable discussions with eminent First Nations women, academics, community members and policy practitioners to discuss the theory of change for the National Strategy to Achieve Gender Equality. It was extremely fortunate and humbling to have the knowledge, experience and wisdom of distinguished Elders, well versed in the area of First Nations policy making and application at the Federal and other levels, to guide these roundtable discussions.

In these discussions, it was agreed that:

- It is important that there be both a theory of change designed and a commensurate process for First Nations communities for policy making and implementation for the National Strategy to Achieve Gender Equality that is separate and distinct and formulated by First Nations women and gender diverse people
- To this end, it is proposed that a Panel of senior First Nations Elders who have experience and gravitas in gender equality and like areas be appointed to oversee the process of First Nations involvement in the National Strategy to Achieve Gender Equality. This will be funded appropriately to enable freedom and autonomous actions which will lead to the production of a First Nations theory of change that will likely inform a National Strategy to Achieve Gender Equality for First Nations
- It is proposed that while there is a need for urgent change in the area of gender policy, the process needs to be slowed down to reflect First Nations cultural exigencies.

It was also noted that genuine consideration and integration of intersectionality in policy require deep and focused consideration by the Office for Women to reflect both the diversity of First Nations communities and the needs of sibling communities in other diverse communities.

# Contact

# s 47F

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## References

- 1 The number of female youths aged 15–24 years who are illiterate almost halved between 1995 and 2018, going from 100 million in 1995 to 56 million in 2018.
- Plan International. (2022). Girl, Interrupted – 10 years of girls' rights in Australia. Plan International Australia.
- 2 New national data shows gender pay gap stuck at 22.8% Progress to close the gender pay gap between Australian women and men has stalled for the first time in 2022, according to the latest annual data released today by the Workplace Gender Equality Agency (WGEA).
- WGEA. (2022). Stagnant gender pay gap a \$26,600 wake-up call for employers to pick up the place. Commonwealth of Australia.
- 3 For further information on these consultations, please refer to Appendix A.
- 4 Oliffe, J. L., Han, C. S., Drummond, M., Sta Maria, E., Botorff, J. L., & Creighton, G. (2015). Men, Masculinities, and Murder-Suicide. *American journal of men's health*, 9(6), 473–485. <https://doi.org/10.1177/1557988314551359>
- 5 McKinsey Consulting. (2020). *Diversity Wins, How inclusion matters*. Retrieved from: <https://www.mckinsey.com/featured-insights/diversity-and-inclusion/diversity-wins-how-inclusion-matters>
- 6 OECD. (2019). Getting it right: Institutions, evidence and accountability for gender equality. In *Fast Forward to Gender Equality: Mainstreaming, Implementation and Leadership*. Paris: OECD Publishing.
- 7 Department of Prime Minister and Cabinet. (2019). *Our Public Service, Our Future. Independent Review of the Australian Public Service*. Commonwealth of Australia.
- 8 OECD. (2019). Getting it right: Institutions, evidence and accountability for gender equality. In *Fast Forward to Gender Equality: Mainstreaming, Implementation and Leadership*. Paris: OECD Publishing.
- 9 Blomkamp, E. (2018). *The Promise of Co-Design for Public Policy*. *Australian Journal of Public Administration*, 77(4), 729–743.
- 10 Shergold, P. (2015). *Learning from Failure*. Canberra: Australian Public Service Commission, Commonwealth of Australia.
- 11 Kotter, J. & L. Schlesinger (2008). Choosing Strategies for Change. *Harvard Business Review*, July–August, 1–11.
- 12 Department of Industry, Innovation and Science. (2017). *Hidden in Plain Sight*. Canberra: Commonwealth of Australia.
- 13 Blomkamp, E. (2018). The Promise of Co-Design for Public Policy. *Australian Journal of Public Administration*, 77(4), 729–743.
- 14 Department of Industry, Innovation and Science. (2017). *Hidden in Plain Sight*. Canberra: Commonwealth of Australia.
- 15 Shergold, P. (2015). *Learning from Failure*. Canberra: Australian Public Service Commission, Commonwealth of Australia.
- 16 Kotter, J. & L. Schlesinger (2008). Choosing Strategies for Change. *Harvard Business Review*, July–August, 1–11.
- 17 Department of Industry, Innovation and Science. (2017). *Hidden in Plain Sight*. Canberra: Commonwealth of Australia.



- 18 UNICEF - UNFPA Joint Programme. (2021). *Gender responsive and/or transformative approaches*. United Nations Children's Fund, United Nations Population Fund.
- 19 (2022). Women's Budget Statement - October 2022-23. Canberra: Commonwealth of Australia.
- 20 Rubello, A., Jameson, S., Aubry, S., & Carmona, M. (2021). Women and public services: From gender-responsive to gender-transformative public services. *Global Initiative for Economic, Social and Cultural Rights*.
- 21 Rubello, A., Jameson, S., Aubry, S., & Carmona, M. (2021). Women and public services: From gender-responsive to gender-transformative public services. *Global Initiative for Economic, Social and Cultural Rights*.
- 22 Stewart, M. (Ed.). (2017). *Tax, Social Policy and Gender: Rethinking equality and efficiency*. Canberra: ANU Press.
- 23 Risse, L. (2019). Tax, Social Policy and Gender: Rethinking Equality and Efficiency, by Miranda Stewart (ed.). *Economic Record*, 95(310), 397-399.
- 24 KPMG Australia. (2018). *The cost of coming back: Achieving a better deal for working mothers*. KPMG Australia. <https://assets.kpmg.com/content/dam/kpmg/au/pdf/2018/achieving-better-deal-working-mothers.pdf>
- 25 Shergold, P. (2015). *Learning from Failure*. Canberra: Australian Public Service Commission, Commonwealth of Australia.
- 26 Department of Prime Minister and Cabinet. (2019). *Our Public Service, Our Future. Independent Review of the Australian Public Service*. Commonwealth of Australia.
- 27 NSW Government. (2022). *Review of grants administration in NSW*. Sydney: NSW Government.
- 28 National Indigenous Australians Agency. (n.d.). *Indigenous Procurement Policy*. Canberra: Commonwealth of Australia.
- 29 Department of Prime Minister and Cabinet. (2019). *Our Public Service, Our Future. Independent Review of the Australian Public Service*. Commonwealth of Australia.
- 30 Department of Finance. (2021). *Commonwealth Evaluation Policy*. Canberra: Commonwealth of Australia.
- 31 Department of Prime Minister and Cabinet. (2019). *Our Public Service, Our Future. Independent Review of the Australian Public Service*. Commonwealth of Australia.
- 32 Department of Prime Minister and Cabinet. *Our Public Service, Our Future*.
- 33 Department of Prime Minister and Cabinet. *Our Public Service, Our Future*.
- 34 Department of Prime Minister and Cabinet. *Our Public Service, Our Future*.
- 35 European Institute of Gender Equality. (2019). *Gender Mainstreaming: Gender awareness raising*. Luxembourg: European Union.
- 36 McKinsey & Company. (2021). *Building from purpose: Unlocking the power of Australia's not-for-profit sector*. Melbourne: McKinsey & Company.
- 37 Guthridge, Kirkman, M., Penovic, T., & Giummarra, M. J. (2022). Promoting Gender Equality: A Systematic Review of Interventions. *Social Justice Research*, 35(3), 318-343. <https://doi.org/10.1007/s11211-022-00398-z>
- 38 Guthridge, Kirkman, M., Penovic, T., & Giummarra, M. J. (2022). Promoting Gender Equality: A Systematic Review of Interventions. *Social Justice Research*, 35(3), 318-343. <https://doi.org/10.1007/s11211-022-00398-z>



- 39 Puccetti, M., Greville, H., Robinson, M., White, D., Papertalk, L., & Thompson, S. C. (2019). Exploring Readiness for Change: Knowledge and Attitudes towards Family Violence among Community Members and Service Providers Engaged in Primary Prevention in Regional Australia. *International journal of environmental research and public health*, 16(21), 4215.
- 40 Wood, R., Whelan, J., Sojo, V., & Moureen, W. (2012). Goals, goal orientations, strategies and performance. In E. A. Locke & G. P. Latham (Ed.). *New directions in goal setting and task performance* (pp. 90-114). San Francisco: Routledge. doi:10.4324/9780203082744
- 41 Stewart, R., Wright, B., Smith, L., Roberts, S., & Russell, N. (2021). Gendered stereotypes and norms: A systematic review of interventions designed to shift attitudes and behaviour. *Heliyon*, 7(4).
- 42 Stewart et al. Gender stereotypes and norms.
- 43 Green, D., & Paluck, E. (2009). Prejudice Reduction: What Works? A Review and Assessment of Research and Practice. *Annual Review of Psychology*, 60(1), 339-367.
- 44 Guthridge, Kirkman, M., Penovic, T., & Giummarra, M. J. (2022). Promoting Gender Equality: A Systematic Review of Interventions. *Social Justice Research*, 35(3), 318-343. <https://doi.org/10.1007/s11211-022-00398-z>
- 45 Our Watch. (2021). *Change the story: A shared framework for the primary prevention of violence against women in Australia* (2nd ed.). Melbourne: Our Watch.
- 46 Our Watch. Change the story.
- 47 European Institute for Gender Equality. (n.d.). *Institutional Transformation*. Retrieved from European Institute for Gender Equality: <https://eige.europa.eu/gender-mainstreaming/toolkits/gender-institutional-transformation/dealing-resistance>
- 48 Guthridge, Kirkman, M., Penovic, T., & Giummarra, M. J. (2022). Promoting Gender Equality: A Systematic Review of Interventions. *Social Justice Research*, 35(3), 318-343. <https://doi.org/10.1007/s11211-022-00398-z>
- 49 European Institute of Gender Equality. (2019). *Gender Mainstreaming: Gender awareness raising*. Luxembourg: European Union.
- 50 Kotter, J. & L. Schlesinger (2008). Choosing Strategies for Change. *Harvard Business Review*, July-August, 1-11.
- 51 Our Watch. (2021). *Change the story: A shared framework for the primary prevention of violence against women in Australia* (2nd ed.). Melbourne: Our Watch.
- 52 Morgenroth, T., Ryan, M. K. & Peters, K. (2015). The Motivational Theory of Role Modeling. *Review of General Psychology*, 19 (4), 465-483.
- 53 Gladstone, J.R., Cimpian, A. (2021) Which role models are effective for which students? A systematic review and four recommendations for maximizing the effectiveness of role models in STEM. *International Journal of STEM Education*, 59 (2021).
- 54 Morgenroth, T., Ryan, M. K. & Peters, K. (2015). The Motivational Theory of Role Modeling. *Review of General Psychology*, 19 (4), 465-483.
- 55 Scambor, E., Bergmann, N., Wojnicka, K., Belghiti-Mahut, S., Hearn, J., Holter, Ø. G., Gärtner, M., Hrženjak, M., Scambor, C., & White, A. (2014). Men and Gender Equality: European Insights. *Men and Masculinities*, 17(5), 552-577.
- 56 Subašić, E., Hardacre, S., Elton, B., Branscombe, N. R., Ryan, M. K., & Reynolds, K. J. (2018). "We for She": Mobilising men and women to act in solidarity for gender equality. *Group Processes & Intergroup Relations*, 21(5), 707-724. <https://doi.org/10.1177/1368430218763272>



- 57 Luyt, R., & Starck, K. (2020). *Masculine Power and Gender Equality: Masculinities as Change Agents* (1st ed.). Springer.
- 58 Scambor, E., Bergmann, N., Wojnicka, K., Belghiti-Mahut, S., Hearn, J., Holter, Ø. G., Gärtner, M., Hrženjak, M., Scambor, C., & White, A. (2014). Men and Gender Equality: European Insights. *Men and Masculinities*, 17(5), 552–577.
- 59 Subašić, E., Hardacre, S., Elton, B., Branscombe, N. R., Ryan, M. K., & Reynolds, K. J. (2018). "We for She": Mobilising men and women to act in solidarity for gender equality. *Group Processes & Intergroup Relations*, 21(5), 707–724. <https://doi.org/10.1177/1368430218763272>
- 60 Subašić et al. "We for She": Mobilising men and women to act in solidarity for gender equality.
- 61 Wolbrecht, C., & Campbell, D. (2007). Leading by Example: Female Members of Parliament as Political Role Models. *American Journal of Political Science*, 51(4), 921–939.
- 62 Vila-Concejo, A., Gallop, S.L., Hamylton, S.M. et al. (2018). Steps to improve gender diversity in coastal geoscience and engineering. *Palgrave Communications*, 103 (4)
- 63 Porter, C. & Danila, S. (2020). Gender Differences in the Choice of Major: The Importance of Female Role Models. *American Economic Journal: Applied Economics*, 12 (3), 226–254.
- 64 Australian Institute of Family Studies. (2014). *Bystander approaches: Responding to and preventing men's sexual violence against women*. Retrieved from Australian Government: <https://aifs.gov.au/resources/practice-guides/bystander-approaches>
- 65 McDonald, P., & Flood, M. (2012). *Bystander Approaches to Sexual Harassment in the Workplace*. Australian Human Rights Commission.
- 66 Sojo, V., Wood, R., Wood, S., & Wheeler, M. (2016). Reporting requirements, targets, and quotas for women in leadership. *The Leadership Quarterly*, 27 (3), 519–536. doi:10.1016/j.leaqua.2015.12.003
- 67 Guthridge, Kirkman, M., Penovic, T., & Giummarra, M. J. (2022). Promoting Gender Equality: A Systematic Review of Interventions. *Social Justice Research*, 35(3), 318–343. <https://doi.org/10.1007/s11211-022-00398-z>
- 68 Sojo, V., & Wheeler, M. (2016). Closing the gender gap in politics. *Pursuit/Crikey*.
- 69 Taylor-Robinson, M., & Heath, R. (2003) Do women legislators have different policy priorities than their male colleagues?, *Women & Politics*, 24, 77–101, DOI: 10.1300/J014v24n04\_04
- 70 Thomas, S. (1991). The impact of women on state legislative policies. *The Journal of Politics* 53, 958–976. doi:10.2307/2131862
- 71 Grau, G. M., las, H. M. M., & Riley, B. H. (Eds.). (2021). *Engaged fatherhood for men, families and gender equality: Healthcare, social policy, and work perspectives*. Springer International Publishing AG.
- 72 Caldwell, C., Tsuchiya, K., Assari, S., & Thomas, A. (2019). Fatherhood as a social context for reducing men's health disparities. *Men's health equity: A handbook*, 42–56.
- 73 Kuang, J., Delea, M.G., Thulin, E. et al. (2020) Do descriptive norms messaging interventions backfire? Protocol for a systematic review of the boomerang effect. *Systematic Reviews*.
- 74 Cialdini, R., Demaine, L., Sagarin, B., Barrett, D., Rhoads, K & Winter, P. (2006). Managing social norms for persuasive impact, *Social Influence*, 1(1), 3–15.
- 75 Orchowski, L. M. (2019). "Trouble in Paradigm" and the Social Norms Approach to Violence Prevention. *Violence Against Women*, 25(14), 1672–1681.
- 76 Perkins, W., & Craig, D. (2006). A Successful Social Norms Campaign to Reduce Alcohol Misuse Among College Student-Athletes. *Journal of Studies on Alcohol*, 67(6), 880–889.



- 77 Salazar, G., Neves, J., Alves, V., Silva, B., Giger, J. C., & Verissimo, D. (2021). The effectiveness and efficiency of using normative messages to reduce waste: A real world experiment. *PloS one*, 16(12).
- 78 Mennicke, A., Kennedy, S. C., Gromer, J., & Klem-O'Connor, M. (2021). Evaluation of a Social Norms Sexual Violence Prevention Marketing Campaign Targeted Toward College Men: Attitudes, Beliefs, and Behaviors Over 5 Years. *Journal of Interpersonal Violence*, 36(7–8).
- 79 Orchowski, L. M. (2019). "Trouble in Paradigm" and the Social Norms Approach to Violence Prevention. *Violence Against Women*, 25(14), 1672–1681.
- 80 Roberts, S., Ravn, S., Maloney, M., & Ralph, B. (2021). Navigating the Tensions of Normative Masculinity: Homosocial Dynamics in Australian Young Men's Discussions of Sexting Practices. *Cultural Sociology*, 15(1), 22–43.
- 81 Chierchia, G., Piera Pi-Sunyer, B., & Blakemore, S.-J. (2020). Prosocial Influence and Opportunistic Conformity in Adolescents and Young Adults. *Psychological Science*, 31(12), 1585–1601.
- 82 le Roux, E., Kramm, N., Scott, N., Sandilands, M., Loots, L., Olivier, J., Arango, D. & O'Sullivan, V. (2016). Getting dirty: Working with Faith Leaders to Prevent and Respond to Gender-Based Violence. *The Review of Faith & International Affairs*, 14(3), 22-35.
- 83 Silk, K., Perrault, E., Nazione, S., Pace, K & Collins-Eaglin, J. (2017). Evaluation of a Social Norms Approach to a Suicide Prevention Campaign. *Journal of Health Communication*, 22(2), 135-142.
- 84 Cialdini, R., Demaine, L., Sagarin, B., Barrett, D., Rhoads, K & Winter, P. (2006). Managing social norms for persuasive impact. *Social Influence*, 1(1), 3-15.
- 85 Kuang, J., Delea, M.G., Thulin, E. et al. (2020) Do descriptive norms messaging interventions backfire? Protocol for a systematic review of the boomerang effect. *Systematic Reviews*.
- 86 De Groot, J., Abrahamse, W., Jones, K. (2013). Persuasive Normative Messages: The Influence of Injunctive and Personal Norms on Using Free Plastic Bags. *Psychological and Behavioral Aspects of Sustainability*, 5 (5), 1829-1844.
- 87 Lee, J., Landrine, H., Martin, R., Matthews, D., Averett, P. & Niederdeppe, J. (2017). Reasons for caution when emphasizing health disparities for sexual and gender minority adults in public health campaigns. *American Journal of Public Health*, 107(8), 1223-1225.
- 88 Godsil, D., & Taveras, A. (2020). Challenging the disparities default: Reframing and reclaiming women's power. *Perception Institute*.
- 89 Buzzanell, P. (1995). Reframing the glass ceiling as a socially constructed process: Implications for understanding and change. *Communication Monographs*, 62(4), 327-254.
- 90 VicHealth. (2021). *Framing Gender Equality - Message Guide*. Melbourne: Victoria State Government.
- 91 Fine, C. & Sojo, V. (2019). Do women add value? Beyond the business case for diversity and inclusion. *The Lancet*, 393 (10171 - Special Issue: Advancing Women in Science, Medicine, and Global Health), 515-516. doi: 10.1016/S0140-6736(19)30165-5
- 92 VicHealth. (2021). *Framing Gender Equality - Message Guide*. Melbourne: Victoria State Government.
- 93 Hardacre, S., & Subasic, E. (2018). Whose Issue Is It Anyway? The Effects of Leader Gender and Equality Message Framing on Men's and Women's Mobilization Toward Workplace Gender Equality. *Frontiers in Psychology*, 2497(9).
- 94 VicHealth. (2021). *Framing Gender Equality - Message Guide*. Melbourne: Victoria State Government.



- 95 Subašić, E., Hardacre, S., Elton, B., Branscombe, N. R., Ryan, M. K., & Reynolds, K. J. (2018). "We for She": Mobilising men and women to act in solidarity for gender equality. *Group Processes & Intergroup Relations*, 21(5), 707–724. <https://doi.org/10.1177/1368430218763272>
- 96 Kearney, S., Gleeson, C., Leung, L., Ollis, D., & Joyce, A. (2016). *Respectful Relationships Education In Schools: The Beginnings of Change - Final Evaluation Report*. Victoria State Government, Melbourne: Our Watch.
- 97 ACIL ALLEN. (2021). *Respectful Relationships Evaluation 2019-21*. Victoria State Government, Melbourne: ACIL ALLEN.
- 98 Kearney, S., Gleeson, C., Leung, L., Ollis, D., & Joyce, A. (2016). *Respectful Relationships Education In Schools: The Beginnings of Change - Final Evaluation Report*. Victoria State Government, Melbourne: Our Watch.
- 99 Jha, A., & Shah, M. (2020). *Leveraging Education as a Tool to Achieve Gender Equality – Strategies and Signposts*. Retrieved from The London School of Economics and Political Science: <https://blogs.lse.ac.uk/gender/2020/04/08/leveraging-education-as-a-tool-to-achieve-gender-equality-strategies-and-signposts/>
- 100 Hare, J. (2022). The trouble with boys starts before they step into a classroom. *The Financial Review*. Retrieved from: <https://www.afr.com/work-and-careers/education/the-trouble-with-boys-starts-before-they-step-foot-into-a-classroom-20221103-p5bv90>
- 101 Fahey, G. (2022). It's the gender literacy gap that warrants the greatest attention. *The Financial Review*. Retrieved from: <https://www.afr.com/policy/health-and-education/it-s-the-gender-literacy-gap-that-warrants-the-greatest-attention-20221030-p5bu2n#:~:text=This%20is%20certainly%20an%20admirable,than%2021%20months%20in%20writing.>
- 102 Aleksovska, K., Puggina, A., Giraldi, L. et al. (2019). Biological determinants of physical activity across the life course: a "Determinants of Diet and Physical Activity" (DEDIPAC) umbrella systematic literature review. *Sports Medicine – Open*, 5(2)
- 103 Crear-Perry, J., Correa-de-Araujo, R., Lewis Johnson, T., McLemore, M. R., Neilson, E., & Wallace, M. (2021). Social and Structural Determinants of Health Inequities in Maternal Health. *Journal of women's health*, 30(2), 230–235. <https://doi.org/10.1089/jwh.2020.8882>
- 104 Illinois Department of Public Health. (n.d.). *Understanding Social Determinants of Health*. Retrieved from Government of Illinois: <https://dph.illinois.gov/topics-services/life-stages-populations/infant-mortality/toolkit/understanding-sdoh.html>
- 105 Travis, C., Howerton, D., & Szymanski, D. (2012). Risk, Uncertainty, and Gender Stereotypes in Healthcare Decisions. *Women & Therapy* (3), 207-220.
- 106 Westergaard, D., Moseley, P., Hemmingsen Sorup, F., Baldi, P., & Brunak, S. (2019). Population-wide analysis of differences in disease progression patterns in men and women. *Nature Communications*, 10.
- 107 ACT Health Directorate. (2021). *LGBTIQ+ Health Scoping Study Report*. Retrieved from <https://www.health.act.gov.au/news/lgbtiq-health-scoping-study>
- 108 Ovseiko, P.V., Greenhalgh, T., Adam, P. et al. (2018) A global call for action to include gender in research impact assessment. *Health Research Policy and Systems*, 14.
- 109 Merone, L., Tsey, K., Russell, D., & Nagle, C. (2022). Sex Inequalities in Medical Research: A Systematic Scoping Review of the Literature. *Women's health reports*, 3(1), 49–59. <https://doi.org/10.1089/whr.2021.0083>



- 110 Fox, H., Topp, S., Lindsay, D., & Callander, E. (2021). Ethnic, socio-economic and geographic inequities in maternal health service coverage in Australia. *The International Journal of Health Planning and Management*, 36(6), 2182-2198.
- 111 Pan American Health Organization. (n.d.). *Gender Equality in Health*. Retrieved from World Health Organization: <https://www.paho.org/en/topics/gender-equality-health#:~:text=Equality%20in%20health%20means%20that,and%20benefit%20from%20the%20results>
- 112 Dotto G. P. (2019). Gender and sex-time to bridge the gap. *EMBO molecular medicine*, 11(5), e10668. <https://doi.org/10.15252/emmm.201910668>
- 113 Australian Government, Workplace Gender Equality Agency (WGEA). (2022). *Media Release: Stagnant gender pay gap a \$26,600 wake-up call for employers to pick up the pace*. Retrieved from: [https://www.wgea.gov.au/newsroom/WGEA\\_New\\_national\\_gender\\_pay\\_gap\\_media\\_release](https://www.wgea.gov.au/newsroom/WGEA_New_national_gender_pay_gap_media_release)
- 114 Sojo, V., Wood, R., & Genat, A. (2015). Harmful Workplace Experiences and Women's Occupational Well-Being: A Meta-Analysis. *Psychology of Women Quarterly*, 40(1).
- 115 The following list of actions has been taken directly from She's Price(d)less (2022), a report published by KPMG in conjunction with the Diversity Council of Australia and the Workplace Gender Equality Agency.
- 116 KPMG, Diversity Council Australia and WGEA. (2022). *She's Price(d)less: The Economics of the Gender Pay Gap*.
- 117 KPMG, Diversity Council Australia and WGEA. (2022). *She's Price(d)less: The Economics of the Gender Pay Gap*.
- 118 Fair Work Commission. (2022). *Work value case – Aged care industry*. Commonwealth of Australia. Retrieved from: <https://www.fwc.gov.au/hearings-decisions/major-cases/work-value-case-aged-care-industry>
- 119 KPMG. (2018). *The cost of coming back*. Retrieved from: <https://assets.kpmg.com/content/dam/kpmg/au/pdf/2018/achieving-better-deal-working-mothers.pdf>
- 120 KPMG. (2022). *Recognition for unpaid caring work*. Retrieved from: <https://kpmg.com/au/en/home/insights/2022/11/value-unpaid-care-work-gender-equality.html>
- 121 De Maio, J., Silbert, M., Stathopoulos, M., Rioseco, P., Jenkinson, R. and Edwards, B. (2017). *Empowering migrant and refugee women: Supporting and empowering women beyond five-year post-settlement*. Report prepared by the Australian Institute of Family Studies for the Department of Social Services.
- 122 NSW Council of Social Service. (2022). *Women in the NGO social services sector in NSW*. Retrieved from: <https://www.ncoss.org.au/wp-content/uploads/2022/03/Women-in-the-NGO-social-services-sector-in-NSW-data-report-1.pdf>
- 123 Workplace Gender Equality Agency. (2016). *Unpaid care work and the labour market*. Canberra: Commonwealth of Australia.
- 124 Australian Institute of Health and Welfare. (2022). *Family, domestic and sexual violence*.
- 125 Australian Institute of Health and Welfare. (2022). *Family, domestic and sexual violence*.
- 126 Australian Institute of Health and Welfare. (2022). *Family, domestic and sexual violence*. Retrieved from: <https://www.aihw.gov.au/reports/domestic-violence/family-domestic-and-sexual-violence>
- 127 Australian Institute of Health and Welfare. (2022). *Family, domestic and sexual violence*. Retrieved from: <https://www.aihw.gov.au/reports/domestic-violence/family-domestic-and-sexual-violence>



- 128 Australian Institute of Health and Welfare. (2022). *Family, domestic and sexual violence*. Retrieved from: <https://www.aihw.gov.au/reports/domestic-violence/family-domestic-and-sexual-violence>
- 129 Queensland Government, Women's Safety and Justice Taskforce. (2022). *Response to Report Two from the Taskforce*. Retrieved from: <https://www.justice.qld.gov.au/initiatives/queensland-government-response-womens-safety-justice-taskforce-recommendations/response-to-report-two-from-the-taskforce>
- 130 NSW Government. (2022). *Police responses to domestic and family violence*. Retrieved from: <https://www.audit.nsw.gov.au/our-work/reports/police-responses-to-domestic-and-family-violence>
- 131 Australian Bureau of Statistics. (2021). *Sexual Violence – Victimisation*. Retrieved from: <https://www.abs.gov.au/articles/sexual-violence-victimisation>
- 132 Russell, E. K., Carlton, B., & Tyson, D. (2022). 'It's a gendered issue, 100 per cent': How tough bail laws entrench gender and racial inequality and social disadvantage. *International Journal for Crime, Justice and Social Democracy*, 11(3), 107-121. doi:<https://doi.org/10.5204/ijcjsd.1882>
- 133 Oliver Wyman. (2020). *Serving women as financial services customers*. <https://www.oliverwyman.com/our-expertise/insights/2019/nov/women-as-financial-services-customers.html>
- 134 Fair Work Commission. (2022). *Applications to vary modern awards – work value – Aged Care Award 2010; Nurses Award 2020; Social, Community, Home Care and Disability Services Industry Award 2010 – Decision*. Melbourne: Commonwealth of Australia.
- 135 Workplace Gender Equality Agency. (n.d.). *Towards gender balanced parental leave: Australian and international trends insight paper*. Canberra: Commonwealth of Australia.
- 136 The World Bank. (2020). *Handbook for Gender-Inclusive Urban Planning Design*. Washington DC: The World Bank.
- 137 Our Watch. (2021). *Respectful relationships education in schools - evidence paper*. Melbourne: Our Watch.
- 138 United Nations Independent Expert on Protection against Violence and Discrimination based on Sexual Orientation and Gender Identity. (2021). *Bodily Autonomy & Integrity*. United Nations.
- 139 Kotter, J (2007). Leading Change, Why Transformation Efforts Fail. *Harvard Business Review*.
- 140 Falbe, C.M., & Yukl, G. (1992). Consequences for managers of using single influence tactics and combination of tactics. *Academy of Management Journal*, 35, 638-652.
- 141 Falbe & Yukl. Consequences for managers of using single influence tactics and combination of tactics.
- 142 Falbe & Yukl. Consequences for managers of using single influence tactics and combination of tactics.
- 143 Our Watch. (2021). *Change the story: A shared framework for the primary prevention of violence against women in Australia* (2nd ed.). Melbourne: Our Watch.
- 144 Ahmed, A., Granberg, M., Khanna, S. (2021). Gender discrimination in hiring: An experimental reexamination of the Swedish case. *PLoS ONE* 16(1): e0245513. <https://doi.org/10.1371/journal.pone.0245513>
- 145 VicHealth. (2018). *(En)countering resistance: strategies to respond to resistance to gender equality initiatives*.
- 146 Department of Finance. (2021). *Commonwealth Evaluation Policy*. Canberra: Commonwealth of Australia.
- 147 Department of Prime Minister and Cabinet. (2019). *Our Public Service, Our Future. Independent Review of the Australian Public Service*. Commonwealth of Australia.



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# Tax Invoice

## 821521737

**Invoice Date:**

05/04/2023

**Due Date:**

05/05/2023

**Reference:**

CD0011390

**Payment Terms:**

30 Calendar Days

**Note:** Acceptance of draft Theory of change

Description	Quantity	Unit Price GST	Amount
Fees	1.0	39,065.870 Tax 10.0%	\$ 39,065.87
<b>Total excluding GST</b>			\$ 39,065.87
GST			\$ 3,906.59
<b>Total AUD</b>			\$ 42,972.46

**Order Reference:** CD0011390**Contact Details****Name:** s 47F**Bank Account Details**

# s 47G(1)

LIABILITY LIMITED BY A SCHEME APPROVED UNDER PROFESSIONAL STANDARDS LEGISLATION

Invoice

Contract ID (CD011436)

To \_\_\_\_\_

s 47F

Adviser, Women’s Economic Policy Branch, Office for Women

Department of the Prime Minister and Cabinet

From \_\_\_\_\_

Marian Baird AO

s 47F

Description of services:	Cost
1.Report and references on Paid Parental Leave, Australian and overseas evidence and best practice on: <ul style="list-style-type: none"><li>Reserved leave/‘use it or lose it’ portions for fathers/partners</li><li>Optimal length of concurrent leave</li><li>Optimal flexibility design, with the aims of improving gender equality, women’s labour force engagement and health of babies</li><li>Any other optimal design features.</li></ul> 2.Advice to WEET to inform the first piece of legislative change to introduce 26 weeks PPL by 2026. 3. Two briefings to i. an academic roundtable and b. the WEET.	\$10,000 (No GST)
Total Amount payable	\$10,000 (No GST)
Pay in full to: Marian Baird s 47F	



Invoice

Contract ID (CD011436)

To \_\_\_\_\_

s 47F

Adviser, Women’s Economic Policy Branch, Office for Women

Department of the Prime Minister and Cabinet

From \_\_\_\_\_

Marian Baird AO

s 47F

Description of services:	Cost
<b>Description of work:</b> <ul style="list-style-type: none"><li>1. Qualitative data collection on parents’ decision making about taking of parental leave and proposed changes;</li><li>2. Liaison with the WEET;</li><li>3. 30-page research report to the WEET with recommendations;</li><li>4. Two briefings to the WEET to inform the Albanese Labor government’s proposed changes to the Federal Government's Paid Parental Leave (PPL) scheme, 2023–2026.</li></ul>	\$25,000 (No GST)
<b>Total Amount payable</b>  <b>Pay in full to:</b> <b>Marian Baird</b> s 47F	\$25,000 (No GST)

# PAID PARENTAL LEAVE - NEXT STEPS

Marian Baird and Elizabeth Hill

15 November 2022

For the WEET



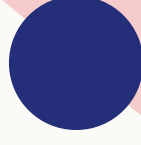
# OUTLINE

Introduction and focus

Australian context

Suggested models for discussion

International context



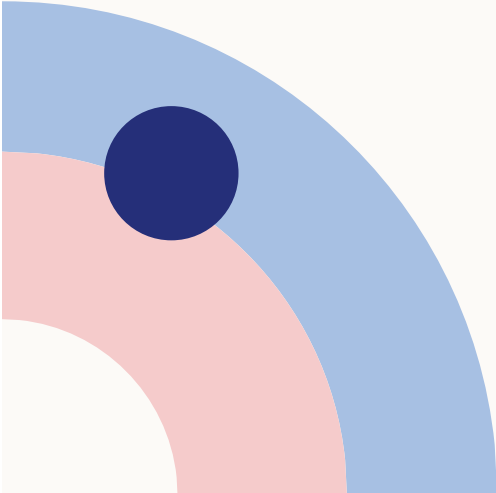
# INTRODUCTION

- Extension to 26 weeks/130 days by 2026 (2 weeks/10 days per year)
- Areas of policy focus:
  - Reserved portion
  - Concurrent portion
  - Flexibility
- International shifts and signals



# AUSTRALIAN CONTEXT

- Welcome 6-week extension and opportunity to provide evidence.
- Paid Parental Leave Act 2010 – the breakthrough policy.
- Paid parental leave policy now an expected part of the Australian public policy framework.
- Increasing workforce participation rates of women of child-bearing ages; with part-time employment after child-birth (Baird and Heron 2019).
- Changing/converging gender roles and expectations among Australian parents (Hill, Baird et al, 2019; Churchill and Craig, 2022).
- Low fertility rates (1.7 - ABS, 2021).
- The One-Plus Breadwinner family is most common.



# POLICY TIMELINE

17 NOVEMBER  
2022

JULY 2023

JULY 2024

JULY 2025

JULY 2026

New

20 weeks

22 weeks

24 weeks

26 weeks

legislation

100 days

110 days

120 days

130 days



# OBJECTIVES – IN TENSION

The PPL Act has the following objectives, which are not envisaged to change

Part 1-1 Division 1A Objects of this Act

- allow those carers to take time off work to care for the child in the 2 years following the child's birth or adoption
- enhance the health and development of birth mothers and children
- encourage women to continue to participate in the workforce
- promote equality between men and women, and the balance between work and family life, and
- provide those carers with greater flexibility to balance work and family life.

# DESIGN ASSUMPTIONS

- To not reduce the overall amount available to mothers/birth parent. (ie still have access to 18 weeks minimum)
- To reserve a non-transferable period for Parent A and Parent B.
- To encourage fathers/second parent to use more parental leave, taking into account all known benefits and limitations of 20→26 week duration.
- ‘Concurrent’ is interpreted as both parent taking PPL pay at the same time (i.e. not concurrent with employer provided leave/pay.)
- To enable parents as much choice about concurrency as possible within the 20→26 weeks range.
- Not include a bonus element so as not to restrict total accessible weeks of 20→26 weeks. (Possibility of bonus in addition to 26 weeks to be considered in future policy?)
- To enable as much flexibility of use as possible (of periods of 1 day at a time, or in blocks) within the 20→26 weeks range and the reserved leave boundaries.
- For single parents, total amount is available. Additional leave for multiple births to be considered.
- Stepped out every two years – but is this best practice?
- Assumes continuation of National Minimum Wage payment (noting that NMW is known barrier to men’s uptake.)



# THREE MODELS

Noting research findings here and internationally, tensions and trade-offs, and considering the varied purposes of paid parental leave, we offer three models for consideration:

- **Model 1 - Equal Sharing and Flexible Care Model**
- **Model 2 - Incentivise Father/Partner Care Model**
- **Model 3 - Protection for Maternal and Child Health Model**

# MODEL 1 - EQUAL SHARING AND FLEXIBLE CARE MODEL

	Reserved Portion (Non-transferable)				Concurrent allowed
	Parent A (Birth Parent) weeks/days	Parent B weeks/days	Shared Portion weeks/days	Total Leave weeks/days	weeks/days
2023	2 / 10	2 / 10	16 / 80	20 / 100	10 / 50
2024	4 / 20	4 / 20	14 / 70	22 / 110	11 / 55
2025	4 / 20	4 / 20	16 / 80	24 / 120	12 / 60
2026	4 / 20	4 / 20	18 / 90	26 / 130	13 / 65



# MODEL 2 - INCENTIVISE FATHER/PARTNER CARE MODEL

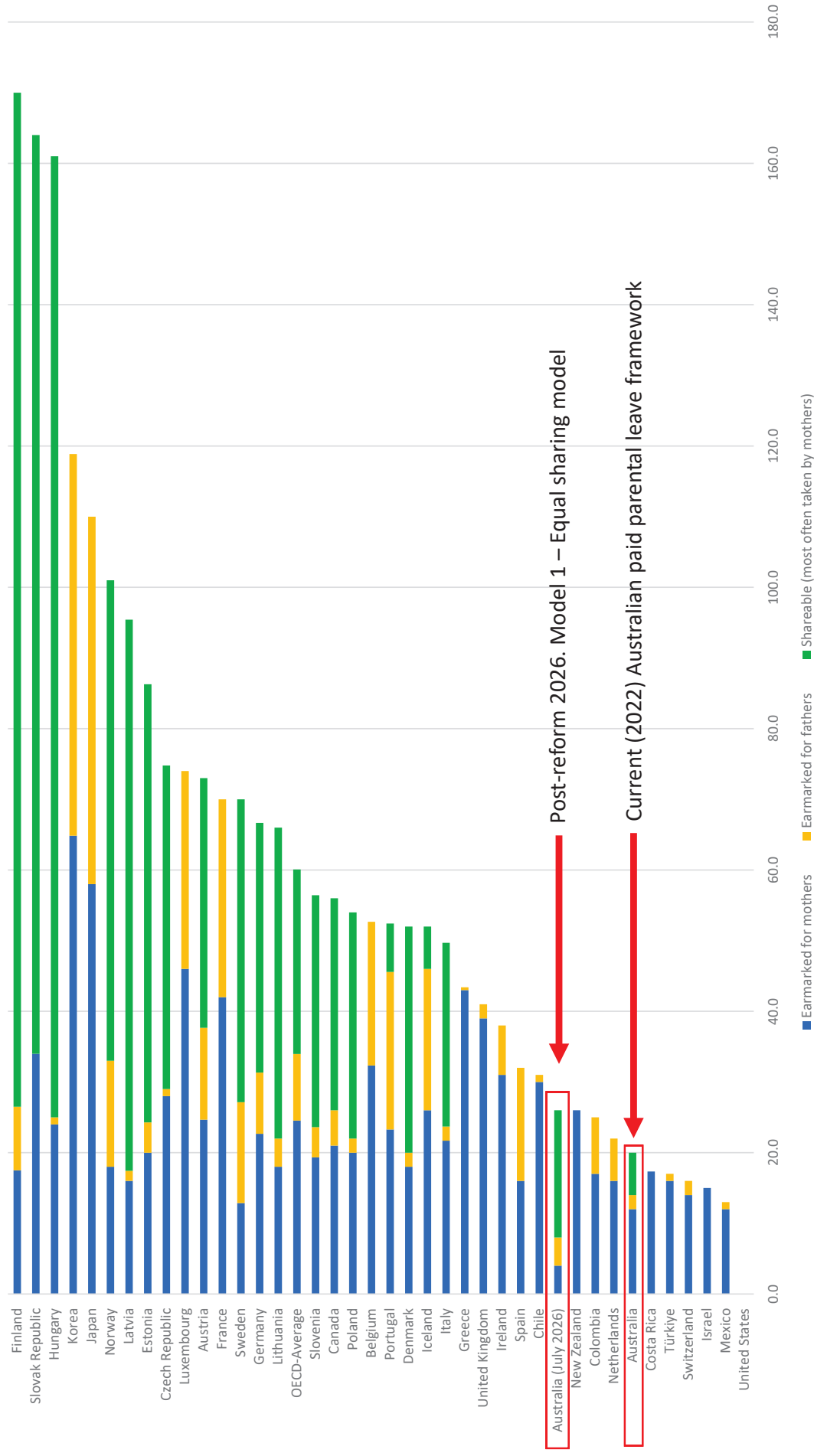
	Reserved Portion				Concurrent allowed
	Parent A (Birth Parent) weeks/days	Parent B weeks/days	Shared Portion weeks/days	Total Leave weeks/days	weeks/days
2023	2 / 10	2 / 10	16 / 80	20 / 100	2 / 10
2024	2 / 10	4 / 20	16 / 80	22 / 110	2 / 10
2025	2 / 10	4 / 20	18 / 90	24 / 120	2 / 10
2026	2 / 10	4 / 20	20 / 100	26 / 130	2 / 10

# MODEL 3 - PROTECTION FOR MATERNAL AND CHILD HEALTH MODEL

	Reserved Portion				Concurrent allowed
	Parent A (Birth Parent) weeks/days	Parent B weeks/days	Shared Portion weeks/days	Total Leave weeks/days	weeks/days
2023	4 / 20	2 / 10	14 / 70	20 / 100	4/20
2024	6 / 30	2 / 10	14 / 70	22 / 110	4/20
2025	6 / 30	2 / 10	16 / 80	24 / 120	4/20
2026	6 / 30	2 / 10	18 / 90	26 / 130	4/20



Duration of earmarked shareable family leave entitlements, in weeks, 2021



# INTERNATIONAL STANDARDS

The EU Directive from August 2022 includes:

- Paternity leave: **10 working days of paternity leave around the time of birth of the child**. Paternity leave must be compensated at least at the level of sick pay;
- Parental leave: Each parent is entitled to at least four months of parental leave, of which **two months is paid and non-transferable**. Parents can request to take their leave in a flexible form, either full-time, part-time, or in segments;

ILO - 18 weeks maternity leave (Maternity Protection Recommendation, 2000, No. 191)

The Fifty-fourth World Health Assembly, May 2001 Resolution, WHA54.2, paragraph 3(6). recommends “**exclusive breastfeeding for six months** as a global public health recommendation”



## FURTHER CONSIDERATIONS

- Add superannuation to PPL.
- Attention to breastfeeding/lactation rights and facilities in workplaces.
- Eligibility inclusiveness – migrant/residency status
- Give more attention to child health and link with ECEC system.
- Include a positive communications strategy about the changes.
- Role of employers and the workplace:
  - Highly recommend communications campaign to socialise changes
  - Encourage employers to top-up to income replacement rates for parents - consider tax incentives
  - Use and value of 'Staying in Touch Days'



# Next steps for paid parental leave in Australia

**Marian Baird and Elizabeth Hill**

Prepared for the Women's Economic Equality Taskforce  
18 November 2022



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# Introduction

This report provides research evidence to inform the government's proposed changes to the federal government's paid parental leave (PPL) scheme in 2023–2026. Our report is titled *Next Steps* in recognition of the proposed changes:

- From 1 July 2023, 20 weeks in total per couple will be available, with 2 weeks reserved each for the mother and father/partner, and 20 weeks in total for a single parent.
- From 2024, 2 additional weeks per year, up to 2026 when 26 weeks in total will be available.

The research evidence and policy design principles we outline also inform these later changes.

With the extension of paid parental leave by 6 weeks from 20 weeks to 26 weeks, announced by the Labor Government as part of the October 2022-23 Budget, Australia has an opportunity to improve the national system according to 'best practice' and informed by significant international research evidence and some Australian evidence. There is an opportunity to enable women to participate in the labour market more fully, to develop and embed incentives for fathers to share the care of a baby and to provide flexibility to parents in their use of parental leave. This would reflect the best international evidence on parental policy design for gender equality, the division of unpaid household labour and women's economic opportunities and security over the life course. It would also reflect the best practice to ensure the wellbeing of mothers, babies and fathers/partners.

The focus of the report, as requested by the Womens Economic Equality Taskforce, is research evidence on:

- reserved leave for fathers
- flexibility of leave use
- concurrency and sharing of leave taking
- bonus leaves.

A number of other issues directly related to the design of best practice paid parental leave are also highlighted for further consideration.

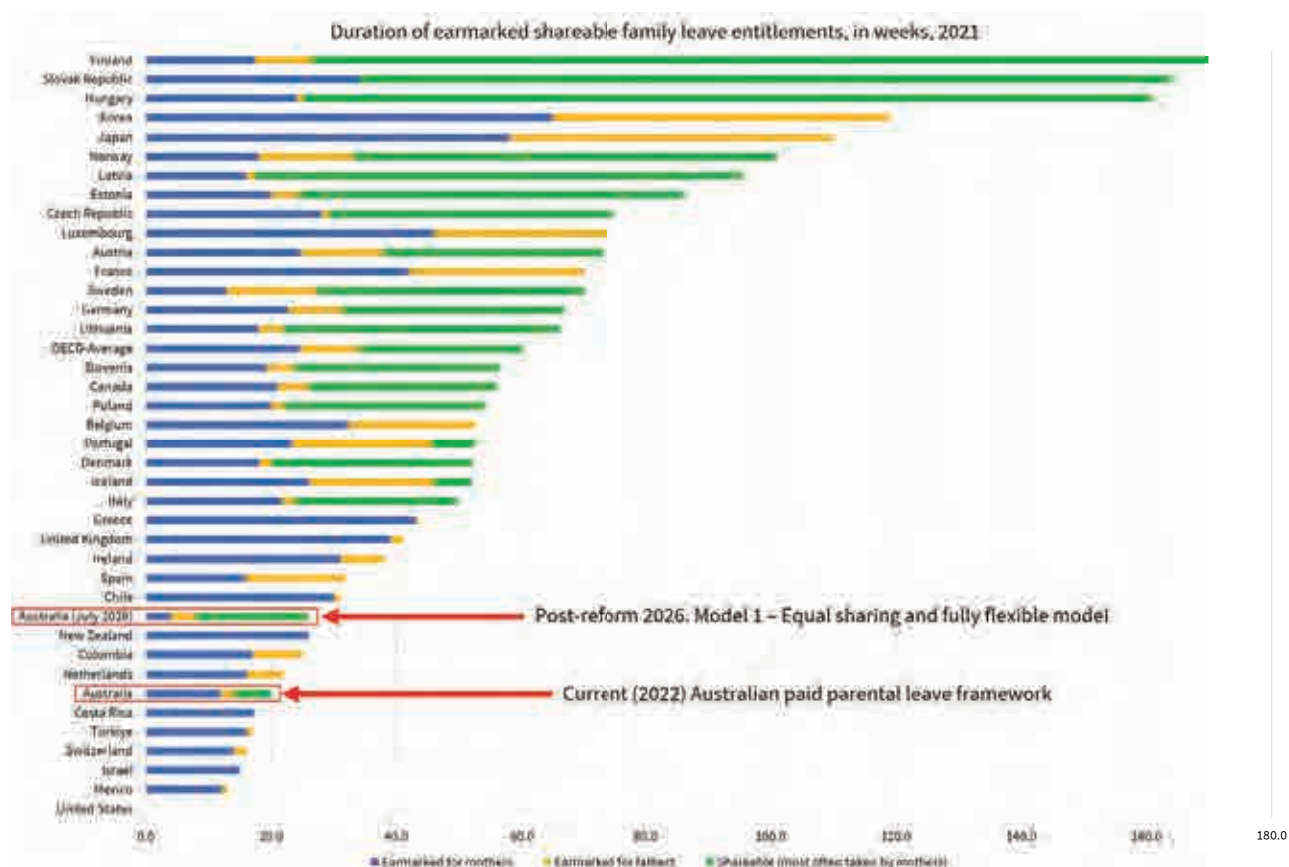
The positive impacts of paid parental leave align with many of the UN Sustainable Development Goals (SDGs) making the extension of Australia's paid parental leave system a positive contribution to national efforts to support the SDGs relevant to women and children's health and wellbeing (Heymann et al., 2017), particularly SDG 1 on poverty alleviation; SDG 3 on good health and wellbeing; SDG 5 on gender equality; SDG 8 on decent work and economic growth; and SDG 10 on reduced inequalities (see Box A).

## **Box A. Paid parental leave, child wellbeing, economic inclusion and prosperity**

"Early experiences have a profound impact on children's development. They affect learning, health, behaviour and – ultimately – adult social relationships, wellbeing and earnings. Investing in this period is one of the most efficient and effective ways to help eliminate extreme poverty and inequality, boost shared prosperity, and create the human capital needed for economies to diversify and grow." (WHO, 2018, p. 3)

Even with the government's welcome extension of the national system from 20 to 26 weeks, Australia's paid parental leave scheme will remain amongst the least generous schemes internationally (OECD, 2022; see Figure 1).

Figure 1. International comparison of paid parental leave



Source: Adapted from OECD Family Policy Database (2021) Child-related leave, Table PF2.1 Key characteristics of parental leave systems, available at <https://www.oecd.org/els/family/database.htm>

We note that there is little systematic data on the decisions made by parents in the use of paid parental leave in Australia to guide policy design and recommend investment in both quantitative and qualitative data collection to inform the roll out of the additional 6 weeks of paid parental leave by 2026. This data will support policy design to best meet the care needs, expectations and aspirations of households. Further research would include evaluation of the Australian experience of paid parental leave use, how households combine the national scheme with employer schemes, interactions between the two schemes, and household preferences for shared care of babies and very young children.

Australia's Paid Parental Leave Act 2010 provided for a thorough academic evaluation of the policy (see Martin et al., 2014) including its impact on mothers' and babies' health, mothers' workforce participation, and fathers' and employers' reactions. Ongoing evaluation of a policy of this type is best practice. Internationally, parental leave schemes are under frequent review and modification as they attempt to meet the needs of contemporary families, economies and international conventions (see Box B). Most recently, some members of the European Union (Denmark and Finland) have revised their paid parental leave policies in response to the current EU Directive.



### Box B. International Standards

**EU Directive on work–life balance: Implementation 2 August 2022.**<sup>1</sup> The Directive on work-life balance aims to both increase (i) the participation of women in the labour market and (ii) the take-up of family-related leave and flexible working arrangements. The EU Directive includes:

- Paternity leave: Working fathers are entitled to at least **10 working days of paternity leave around the time of birth of the child**. Paternity leave must be compensated at least at the level of sick pay.
- Parental leave: Each parent is entitled to at least four months of parental leave, of which **two months is paid and non-transferable**. Parents can request to take their leave in a flexible form, either full-time, part-time, or in segments.

International Labour Organization (ILO) Maternity Protection Recommendation, 2000, No. 191.<sup>2</sup>

- Members should endeavour to extend the period of **maternity leave** referred to in Article 4 of the Convention to **at least 18 weeks**.
- Provision should be made for **an extension** of the maternity leave in the event **of multiple births**.

The Fifty-fourth World Health Assembly, May 2001 Resolution, WHA54.2, on Infant and young child nutrition, paragraph 3(6).<sup>3</sup>

- exclusive **breastfeeding for six months** as a global public health recommendation.

<sup>1</sup> Directive (EU) 2019/1158 of the European Parliament and of the council of 20 June 2019 on work–life balance for parents and carers. <https://eur-lex.europa.eu/legal-content/EN/TXT/PDF/?uri=CELEX:32019L1158&from=EN>

<sup>2</sup> [https://www.ilo.org/dyn/normlex/en/f?p=NORMLEXPUB:12100:0::NO::P12100\\_INSTRUMENT\\_ID:312529](https://www.ilo.org/dyn/normlex/en/f?p=NORMLEXPUB:12100:0::NO::P12100_INSTRUMENT_ID:312529)

<sup>3</sup> World Health Assembly, 54. (2001). Fifty-fourth World Health Assembly, Geneva, 14–22 May 2001: resolutions and decisions. World Health Organization. <https://apps.who.int/iris/handle/10665/260183>

# Australia's paid parental leave scheme in national and international context

Australia has a short history of nationally legislated paid parental leave compared to other high income countries, with the exception of the USA (Baird & Williamson, 2010). In 2010 Australia introduced the Paid Parental Leave Act 2010. This was a breakthrough policy that for the first time provided eligible working parents in Australia with a legislated right to a period of paid parental leave. The 2010 Act stipulated 18 weeks for the primary carer paid at the national minimum wage (NMW). While this was an important policy initiative, the scheme was shorter in length and less generous in income replacement level than many of the paid parental leave systems that have been operating in comparable economies for many years. In 2013 the scheme was expanded to include 2 weeks of reserved leave for fathers, called Dad and Partner Pay (DaPP) also paid at the national minimum wage.

Official evaluations of the paid parental leave scheme have shown it to be beneficial to working parents, especially mothers in low-wage work where the employer did not provide paid parental leave (Martin et al., 2014).

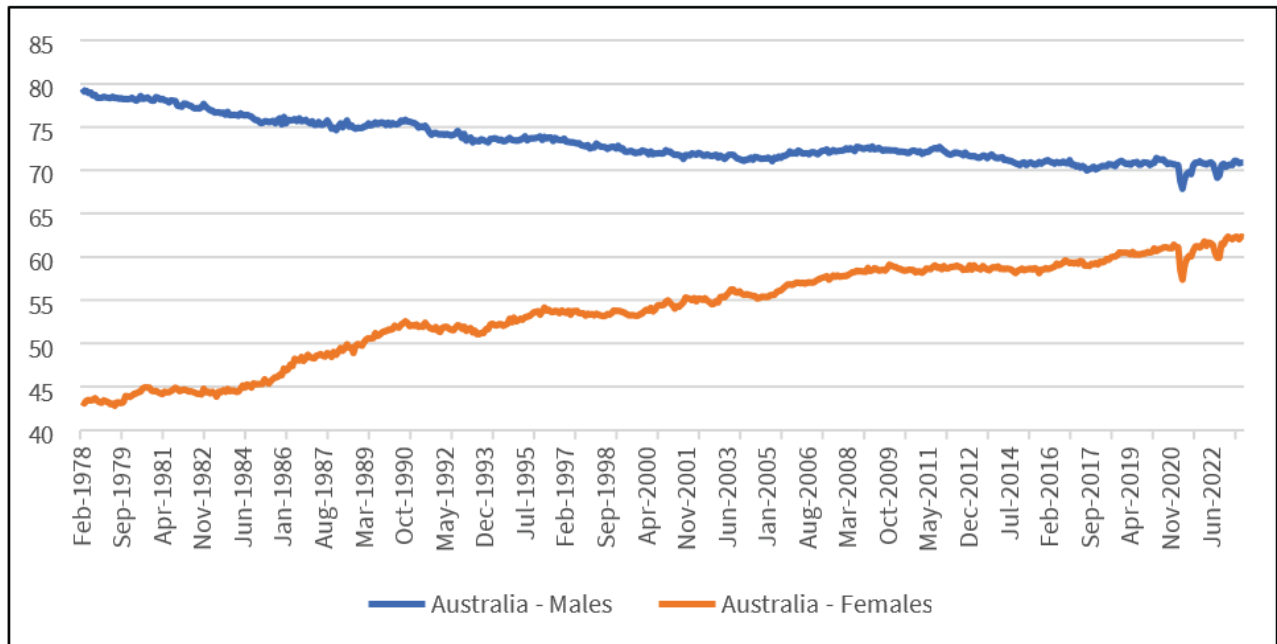
Australian women's participation in paid work has risen rapidly over the past 40 years (see Figure 2), to reach an historically high participation rate of 62.4% in August 2022, with a particularly rapid transformation in the participation of women of childbearing ages (see Figure 3). Nevertheless, women have a lower participation rate than men, work less hours than men and have lower wages than men. These gendered workforce gaps are in large part shaped by women's disproportionate responsibility for unpaid family and community care which many women manage by shifting to part-time employment after childbirth (Baird & Heron, 2020).

Paid parental leave policy is now an expected part of the Australian public policy framework (Baird & Williamson, 2010; Baird, Hamilton & Constantin, 2021) and potentially a key policy support for women's economic opportunities and gender equality. Some large private sector employers now provide generous paid parental leave schemes (Baird et al., 2021, WGEA, 2022a). Increasing interest in this policy area has been growing rapidly, especially in encouraging and enabling fathers to share the care (see for example KPMG, 2021; Parents at Work, 2022; Wood et al., 2021).

Change in young workers' aspirations around combining work and care is leading to converging gender roles and expectations among young Australian parents, with men who are fathers looking for public policy to support their care aspirations (Hill, Baird et al., 2019, Churchill & Craig, 2022). The male breadwinner model has been hard to shift in Australia, with social and economic trends making the 'One-Plus' or one-and-a-half Breadwinner model the most common family type (Baird & Heron, 2020).

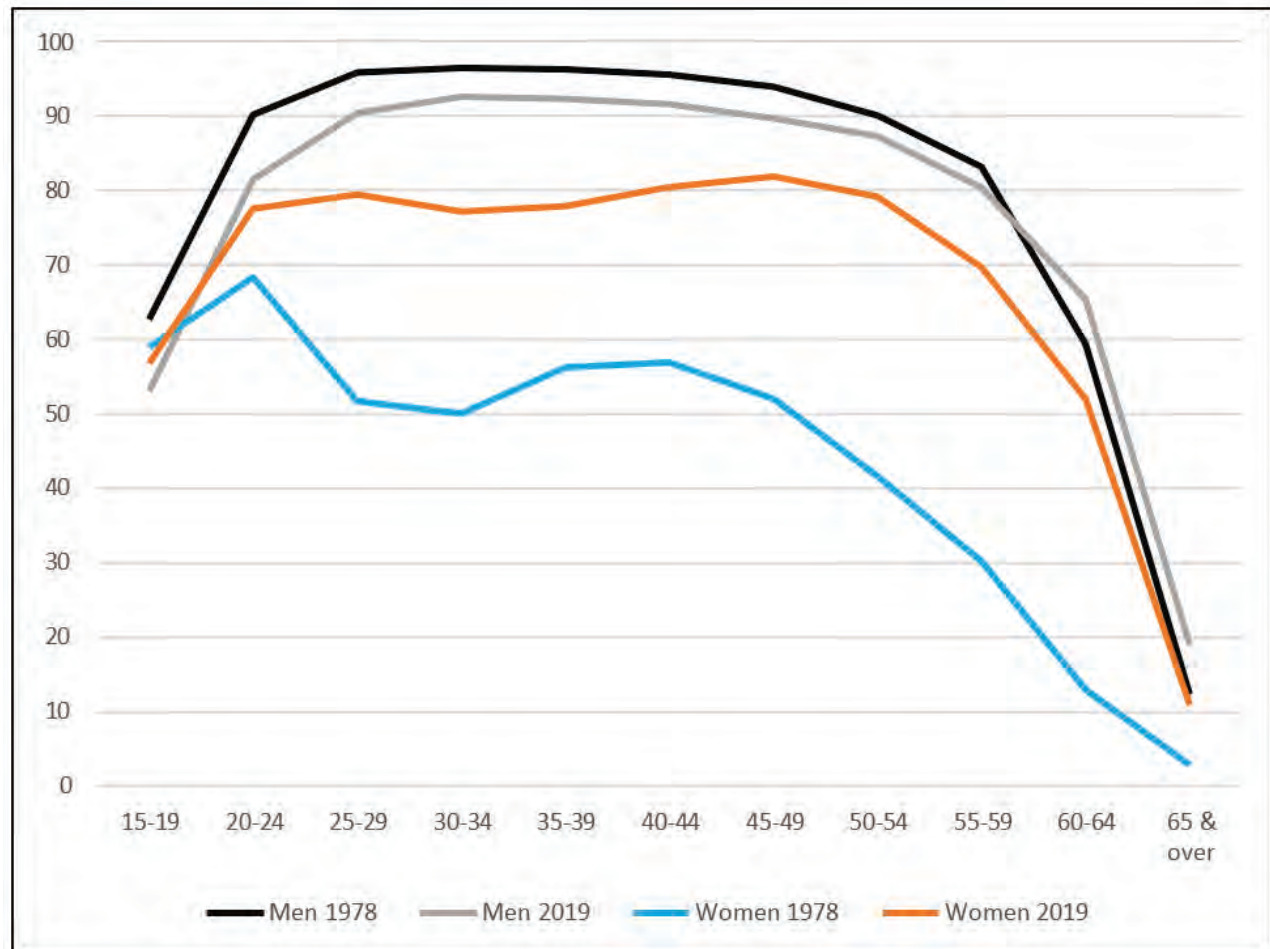


Figure 2. Australia – Labour force participation rates, by sex (Feb 1978 – Sep 2022)



Source: Australian Bureau of Statistics (2022, September). Labour Force, Australia. ABS. <https://www.abs.gov.au/statistics/labour/employment-and-unemployment/labour-force-australia/latest-release>.

Figure 3. Australia – Labour force participation by sex and age (1978 and 2019)

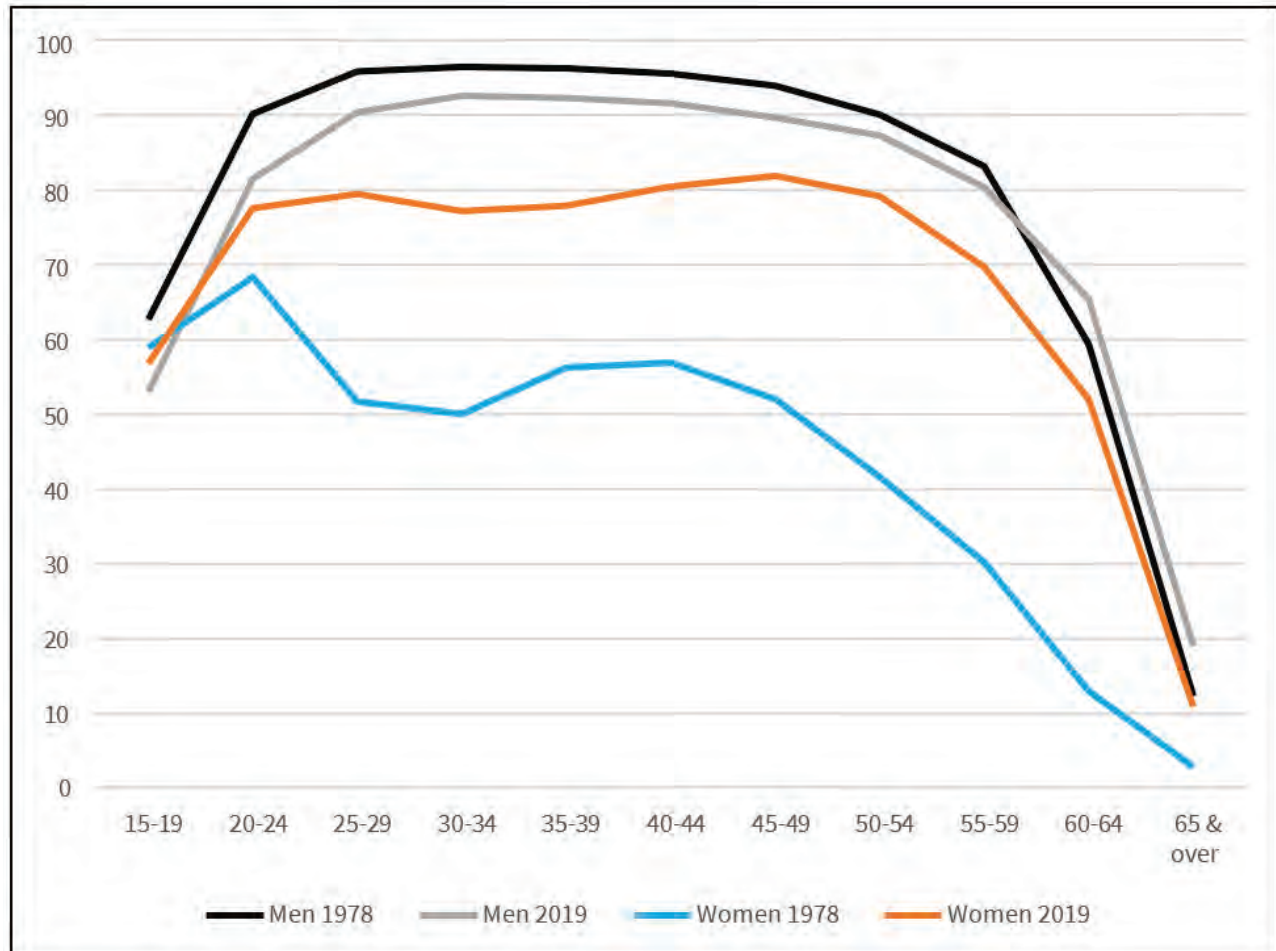


Source: OECD.Stat (2021). Labour Force Statistics – Labour Force Participation (Labour force statistics by sex and age – indicators).

Figure 4 shows that women's hours of work, while increasing, remain lower than men's. WGEA (2022b) also reports that in 2021 "at no age were more than 50% of women working full-time", with the pattern of women working fewer hours than men clear. Providing a mechanism through more flexible and shared parental leave will enable Australian women to extend and deepen their labour market attachment, thereby increasing their career and promotion opportunities and greater economic security over the life course.



Figure 4. Proportion of actual hours worked (males and females), March 1991 and March 2015 to March 2022



Source: Australian Bureau of Statistics (2022). Labour Force, Insights into hours worked, May 2022, Australia, available at <https://www.abs.gov.au/articles/insights-hours-worked-may-2022>

### Paid Parental Leave Act 2010 – Objectives

The objectives of the Paid Parental Leave Act (2010)<sup>4</sup> must be read within the particular Australian context. The Act was introduced following a comprehensive analysis of the need for a paid parental leave scheme by the Productivity Commission (2009).

<sup>4</sup> Act reference: PPL Act Part 1-1 Division 1A Objects of this Act (<https://guides.dss.gov.au/paid-parental-leave-guide/1/2/1/10>)

The objective of Parental Leave Pay is to provide financial support to primary carers (1.1.P.230) (mainly birth mothers) of children, in order to:

- allow those carers to take **time off work to care for the child** in the 2 years following the child's birth or adoption
- enhance the **health** and development of **birth mothers and children**
- encourage **women** to continue **to participate in the workforce**
- **promote equality between men and women**, and the balance between work and family life
- provide those carers with greater **flexibility** to balance work and family life.

It is important to note that these objectives can be in conflict or tension with each other and that the weight given to each may vary as policy develops to reflect changing family and economic trends and needs. Analysis of international trends in parental leave policy design show that the objectives of parental leave policies are shifting from a maternalist to an economic and labour market orientation (Dobrotic & Blum, 2020) especially with regard to encouraging female workforce participation (Baird & O'Brien, 2015).

#### Use of the current scheme<sup>5</sup>

The design of the 18 week paid parental leave scheme introduced in 2010 focused on the primary carer. Dad and partner pay (DaPP), introduced three years later, was for the father or partner. Table 1 shows the scheme's use matches this intent, with mothers using the parental leave pay and fathers/partners using the Dad and partner pay. For example, in 2018–2019 and 2019–2020, 99.5% of paid parental leave recipients were mothers. In 2013 Dad and partner pay was introduced to provide fathers/partners with a period of 2 weeks paid at the national minimum wage. This is used overwhelmingly by men.

**Table 1. Paid parental leave recipients by gender**

	Parental leave pay				Dad and partner pay			
	Female	(%)	Male	(%)	Female	(%)	Male	(%)
<b>2011/2012</b>	125026	99.35%	798	0.63%				
<b>2012/2013</b>	131478	99.42%	765	0.58%	92	0.34%	27162	99.66%
<b>2013/2014</b>	145317	99.48%	766	0.52%	289	0.38%	75478	99.62%
<b>2014/2015</b>	159449	99.47%	844	0.53%	289	0.41%	70700	99.59%
<b>2015/2016</b>	169889	99.55%	769	0.45%	343	0.43%	79142	99.57%
<b>2016/2017</b>	170129	99.53%	796	0.47%	374	0.45%	83226	99.55%
<b>2017/2018</b>	158583	99.50%	789	0.50%	372	0.45%	81510	99.55%
<b>2018/2019</b>	177882	99.51%	876	0.49%	465	0.51%	91297	99.49%
<b>2019/2020</b>	170837	99.49%	875	0.51%	467	0.51%	91876	99.49%

Note: Unknowns have been included in the 'Male' category.

Source: EDW Paid Parental Leave scheme Claims Universe, Data Load Version 2, as at 30 June each entitlement year.

<sup>5</sup> The authors thank staff of the Department of Social Services for providing the data used in this report.



## Concurrency of use

Under the current scheme, concurrency or overlap of paid parental leave and Dad and partner pay days is low. For example, Table 2 shows that in 2019–2020, of the almost 172,000 recipients of paid parental leave (of whom 99.5% were mothers), there was an overlap of the full period of Dad and partner pay days (that is taken with the partner) in just 34,354 cases.

**Table 2. Paid parental leave recipients who have an overlapping DaPP period for the same child**

Period Overlap Indicator	Number of Days	2011/2012	2012/2013	2013/2014	2014/2015	2015/2016	2016/2017	2017/2018	2018/2019	2019/2020
<b>OVERLAP</b>	1		79	236	203	223	252	247	255	243
	2		72	235	185	197	250	200	217	217
	3		85	225	243	211	245	213	199	222
	4		105	244	218	237	192	212	228	225
	5		83	233	208	230	218	186	200	191
	6		100	272	238	276	232	226	252	223
	7		211	565	493	570	579	545	554	559
	8		97	280	248	255	269	223	240	276
	9		89	231	202	211	253	208	225	222
	10		95	274	258	220	222	198	250	233
	11		71	230	208	224	234	206	243	241
	12		58	217	208	260	184	230	220	226
	13		69	227	219	231	249	272	282	304
	14		9738	25871	25380	29366	31892	30306	35672	34354
<b>NO OVERLAP</b>	0	125824	121291	116743	131782	137947	135654	125900	139721	133976
<b>Total</b>		125824	132243	146083	160293	170658	170925	159372	178758	171712

*Note:* Where entitlement period end dates occurred outside the entitlement year the projected end date has been used. Retrospective changes may have been applied that will not have been captured due to the report date.

*Source:* EDW Paid Parental Leave scheme, Claims Universe, Data Load Version 2, as at 30 June each entitlement year.

## Flexibility of use

The policy was amended in 2020<sup>6</sup> to allow flexible use of paid leave days. Table 3 shows flexibility of use. Of total cases, 86% have not used leave in a flexible way, 10% used the flexible option and for the remaining 4% the flexible option is still underway. For those who do choose to use the flexible option, they access less of their full 18-week paid parental leave entitlement overall. In 2021–22 this was almost 11 weeks. Under the current scheme, there is also a very low rate of transfer to a secondary claimant.

**Table 3. Paid parental leave recipients (under flexible PPS) as at 30 September 2023**

PARTICIPATION			2021–22	
PLP choices made for children born on or after 1 July 2020	Consecutive 18 week period (finished)		<b>153,084</b>	<b>85.70%</b>
	Consecutive 18 week period (still on)		<b>7,423</b>	<b>4.20%</b>
	Received PLP Period and/or Flexible PPL	Flexible completed		7,967
		Flexible commenced		2,972
				6,184
	<b>Total</b>	Flexible not started		
		<b>PLP opted for flexible PPL</b>	<b>17,123</b>	<b>9.60%</b>
	<b>Grand Total</b>	<b>PLP recipients</b>		<b>178,556</b>
		Average PLP period duration		10.6 weeks
		PLP period – Full transfer		274
		PLP period – Partial transfer		311
	Transfers to secondary claimant	<b>TOTAL transfers PLP period</b>		<b>585</b>
		Flexible commenced/completed		n.p.
		Permission given not started		<5
	<b>Total</b>	<b>Taken/available PPL Flexible</b>		<b>522</b>

Source: Provided by Services Australia, Data Load Version; N/A.

<sup>6</sup> <https://www.apsc.gov.au/circulars-and-advice/circular-20208-changes-parental-leave-pay-improve-flexibility>



# The 2023 Policy Change

The change introduced from 1 July 2023 to combine the 18 weeks plus 2 weeks will provide a total of 20 weeks for a couple (or a single parent). This removes the primary carer assumption designed into the current scheme and will allow opportunity to consider the mix and potential concurrency of leave taking by the parents as well as the flexibility of use.

Deciding how the additional 6 weeks of paid leave can be allocated requires a need to consider the objectives of female labour market participation, gender equality in care and maternal and baby health, as they are balanced against each other, within the limits of 26 weeks. These trade-offs are particularly acute given the relatively small extension of total paid parental leave time from 20 to 26 weeks. The longer the total period of paid leave, the easier it will be to adequately resource and achieve all objectives of the Act.

Changes in parental leave schemes in other countries allow us to observe the impact of specific policy changes on fathers' and mothers' behaviours, providing 'natural experiments' and leading or best practices.

In the following sections we provide research evidence for key design features including reserved leave for fathers/partners in support of shared care; concurrent, shared and flexible use of paid parental leave; bonus and incentives for shared care; and support for maternal and child health.

We then offer three models, or archetypes, that highlight the way in which the competing objectives of Australia's paid parental leave scheme might be accommodated in the next steps for policy. We complete this report with a short section on additional optimum design features from the international evidence that should be considered in this and future iterations of paid parental leave before we offer a final conclusion.

## Reserved leave for fathers/partners<sup>7</sup>

Research from comparable economies demonstrates that best practice paid parental leave systems include a reserved and non-transferable ("use-it-or-lose it") portion of paid parental leave for fathers, also sometimes called a father or daddy quota) The evidence is that when paid at, or close to full wage replacement rates, men do increase their contribution to unpaid care in the home and this, over time, changes gender norms around the division of paid and unpaid work (Patnaik, 2019).

The uptake of parental leave by fathers and partners tends to remain low because of barriers relating to the income level at which it is paid, organisational stigma and traditional gender norms (Australian Institute of Family Studies, 2019; Baxter, 2019; Coltrane et al., 2013; Kalb, 2018; Patnaik, 2019, as cited in Théboud & Halcomb, 2019). The gender pay gap poses barriers as loss of family income has less impact when women, who on average earn less than men, take parental leave (Australian Institute of Family Studies, 2019; Kalb, 2018; Moran & Koslowski, 2019;).

The highest rates of utilisation by fathers are in countries with designated periods for men that provide paid parental leave at high income replacement levels as well as incentives for fathers to take the leave, for example the Nordic countries and the Canadian province of Quebec (Feldman & Gran, 2016; Harvey & Tremblay, 2018; Karu & Tremblay, 2018).

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<sup>7</sup> Some of the material presented below is drawn from a report prepared by Marian Baird, Elizabeth Hill, Lisa Gulesserian and Daniel Dinale for the WGEA Insights Paper 2019 (WGEA, 2019).

In Australia, men have been slow to take up paid parental leave and the Dad and partner pay introduced in 2013, with most recent data showing approximately 92,000 fathers/partners taking Dad and partner pay in 2019–20 compared to 171,000 mothers taking paid parental leave (see Table 1 above). Early research showed that Australian men were less likely than women to have or to request access to parental leave, and they are more likely to be refused or penalised when they do (Chapman, Skinner & Pocock, 2014). However, as Table 4 shows, when fathers/partners do take Dad and partner pay, the vast majority take 6–10 days.

**Table 4. Paid parental leave recipients by entitlement days taken**

Count of Customers		2011/2 012	2012/2 013	2013/2 014	2014/2 015	2015/2 016	2016/2 017	2017/2 018	2018/2 019	2019/2 020
<b>Dad and Partner Pay</b>	<b>0 to 5 days</b>		575	1,422	1,407	1,756	1,772	2,060	1,782	1,637
	<b>6 to 10 days</b>		26,679	74,345	69,582	77,729	81,828	79,822	89,980	90,706
	<b>Total</b>		27,254	75,767	70,989	79,485	83,600	81,882	91,762	92,343

*Note:* Unknowns are included in 0–5 days. Only weekdays (payment days) have been considered.

*Source:* EDW Paid Parental Leave scheme Claims Universe, Department of Social Services.

The review by Martin et al. (2014) of the government’s paid parental leave scheme showed fathers and partners are more likely to use their annual leave to take time off to care for children. This is likely because it is paid at full wage-replacement, while Dad and partner pay is paid at the minimum wage.

However, more recent research shows that attitudes and aspirations are changing and that Australian men with children are increasingly interested in being active and engaged fathers (Baxter, 2014; Hill, Baird et al., 2019).

**The greatest shift in gender behaviours** occurs when fathers “father alone” (O’Brien & Wall, 2017) and take full responsibility for caring. Fathers’ involvement in childcare has been linked to improved wellbeing, happiness and commitment to family (Norman et al., 2018). Iceland provides a clear example of how policy change that includes incentives for fathers can change behaviour over the long term (see Box C). Fathers have also been found to benefit through reducing risky behaviours such as smoking and alcohol consumption (Chan et al., 2017). They report learning new skills such as prioritising, role modelling and compassion which they transfer to the workplace (Harvey & Tremblay, 2018).

When fathers take parental leave, **children** enjoy better relationships with them, increased father involvement over their lifetime and stronger school performance (Heymann et al., 2017; Porter, 2015). Children also benefit from higher household incomes as a result of both parents working and increased access to better health services and education experiences.

**Mothers** benefit when fathers/partners take parental leave around the time of birth as the mothers have more time to recuperate after childbirth, receive more emotional support and experience less stress (Chan et al., 2017; Heymann et al., 2017; Porter, 2015). When fathers/partners take parental leave, they are more likely to participate in ongoing childcare and other unpaid household responsibilities (Norman, Fagan & Elliot, 2017), allowing women with more time to spend on paid employment, facilitating greater economic independence and higher household incomes (Arnason & Mitra, 2010). Father/partner support also leads to mothers’ smoother transition back to work and fewer experiences of child and flexibility related stigma in the workplace. Overall, father or partner involvement in childcare may provide mothers with a stronger sense of wellbeing, heightened relationship satisfaction and an enhanced ability to balance work and life commitments (Norman et al., 2018).



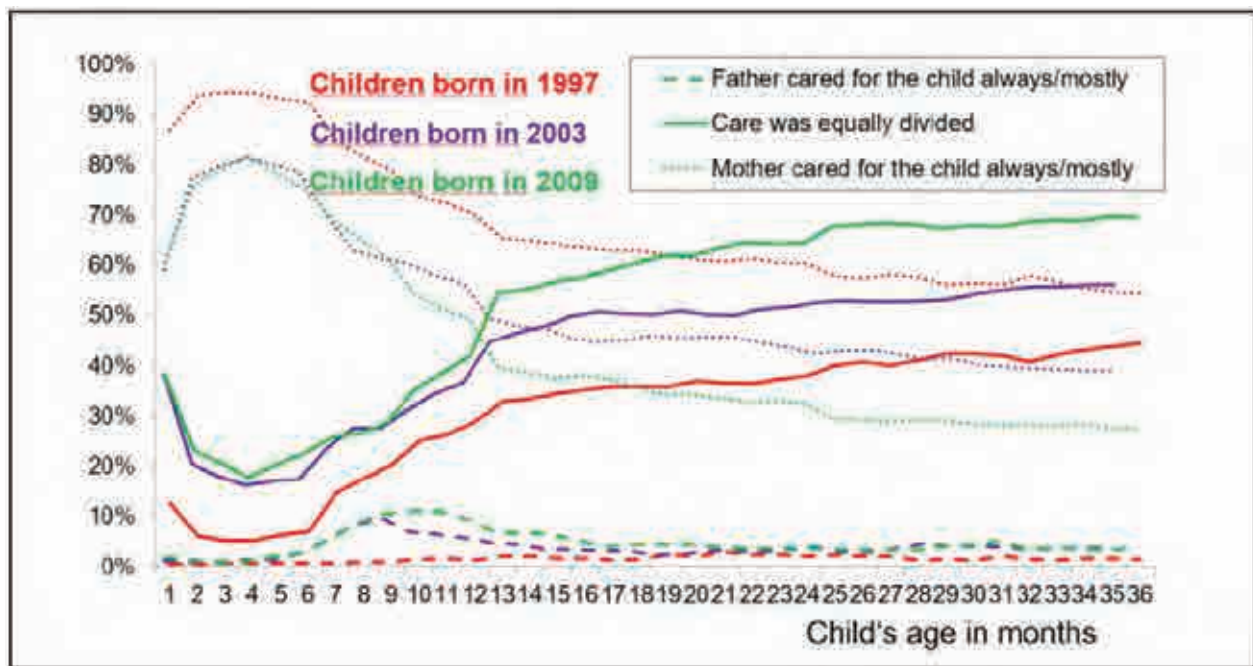
Parental leave can also deliver economy-wide benefits through **enhanced women's workforce participation**. The 2021–22 NSW Intergenerational Report shows that if the rate of women's participation in paid work was lifted to equal men's, the NSW economy would be 8% larger by 2060–61 (NSW Treasury, 2021). This is the equivalent of \$22,000 more annual household income in today's dollars. Modelling the direct impact of the introduction of a 26-week paid parental leave scheme on women's labour force participation, the Grattan Institute shows an increase in national GDP of \$900 million a year, and an increase of \$30,000 to the average mother's lifetime earnings (Wood et al., 2021).

### Box C. Policy changes social norms and drives gender equality: The case of Iceland

In 2000 Iceland revised their paid parental leave scheme to give each parent 13 weeks of non-transferable leave (a mother's and father's quota), plus an additional 13 weeks for parents to divide as they choose. Note that the leave is paid at 80% of income. This policy shift has changed fathers' behaviour with a significant increase, since the late 1990s, in the percentage of households that share care equally (see chart below). Policy change has shifted social norms toward a dual earner–dual carer household model. Overall, the policy change has had a number of positive impacts:

- Men have increased their use of parental leave – around 90% of all fathers in Iceland took leave. On average, fathers have used their quota rights (Arnalds et al., 2022).
- Men now play a greater role in the care of their children beyond the paid parental leave period (Arnalds et al., 2013, 2022; Eydal, 2008).
- The gendered roles of both mothers and fathers are being transformed towards a dual earner–dual carer model (Arnalds, Eydal & Gíslason, 2013).
- The gender pay gap has narrowed from 17.5% in 2010 to 12.6% in 2020 (Arnalds et al., 2022).

#### Iceland: How did cohabiting and married parents divide care during the day?



Source: Arnalds, Eydal & Gíslason (2013).

**Households** can benefit through a shift in gender norms and through stronger parental relationships (Norman et al., 2018). The availability of paid parental leave for each parent fosters a more equal division of unpaid care and changes in traditional gender norms (Karu & Tremblay, 2018). Additionally, higher household incomes and increased economic security are associated with fathers' use of parental leave. Children who have parents that model gender equality are more likely to carry these new norms forward (Unterhofer & Wrohlich, 2017).

There are challenges for men and partners in the uptake of parental leave, but purposeful policy design can assist in ameliorating them, and in also changing the bargain between mothers and fathers about who takes leave (Brandth & Kvande, 2020, p. 198). Gender norms which assume women do the majority of childcare may dissuade fathers from taking parental leave due to the perception that unpaid work is 'women's work' (Australian Institute of Family Studies, 2019; Coltrane et al., 2013). Studies of parental leave suggest that men are more likely to use caregiving leave when there is strong organisational support and encouragement (Patnaik, 2019).

In the **workplace**, equal uptake of parental leave between women and men can also moderate discrimination in the hiring process by reducing employers' reluctance to hire, retain and promote mothers (Porter, 2015) and childless women of childbearing age due to assumptions about their need to take time off for care. Finally, men's use of parental leave contributes to future gender equality with daughters of working mothers more likely to work and to earn higher wages (McGinn et al., 2018).

When fathers and partners take parental leave, organisations report better recruitment, retention and promotion rates, leading to stronger performance and productivity outputs (Porter, 2015). Paid leave benefits send a strong signal of an organisation's commitment to employees, and thus these benefits can help to attract and retain top talent (Rau & Williams, 2017).



# Shared, flexible and concurrent use of paid parental leave time

Options to share time and use parental leave flexibly are emerging as key features in the research and in policy design overseas. Schemes overseas vary from hyper-flexibility, such as in portions of 1/8 of a full day in Sweden to one period of several blocks of leave, to the option in Greece to take longer periods of leave with lower benefits or shorter periods with higher benefits.

Research evidence suggests there are benefits and risks of shared leave flexibility. The benefits are that parents are able to choose their leave arrangements to suit their work and family circumstances. Brandth and Kvande's 2020 analysis of the Norwegian scheme shows that men do use the flexibility, but also that such flexibility tends to mean that fathers do not fully commit to care. However, they also argue that flexible use of leave by fathers is preferable to no use of leave by fathers.

In terms of simultaneous or concurrent leave, there is less research evidence. However many schemes allow fathers to take leave at the same time of the mother's specific maternity leave (that is, at birth). Many countries still prescribe an obligatory period of maternity leave for the birth parent. Of the 49 countries studied by Koslowski et al. (2022), 38 have an obligatory period of maternity leave.

A Finnish study (Eurola et al., 2019, p. 5) found that "80% of fathers take simultaneous paternity leave from 2 to 3 weeks while the mother is on maternity leave", with the proportion unchanged over the past two decades. A study of Swiss parents taking leave together concluded that it allowed for greater 'equilibrium' in parenting and in reducing mothers' gatekeeping of decisions about care and its allocation.

In Australia gender norms are particularly sticky as evidenced during the height of the COVID-19 crisis when lockdowns meant many formal care services, schools and workplaces closed shifting education, childcare, elder care and work for many households back into the home. This pandemic-induced escalation in unpaid care and domestic work was not shared equitably. Women, especially mothers with school aged children, absorbed the majority of the new care load on top of a pre-pandemic load (Craig & Churchill, 2021). This widened the gendered gap in unpaid care and domestic work. This recent evidence on the practice of gendered norms in the division of care labour suggests that an overly flexible or 'gender-neutral' approach to policy design may see women continue to take the majority of paid parental leave, leaving existing gender norms around care and paid work unchanged.

Added to this, evidence clearly points to the relationship between payment level while on leave influencing father's use, such that the national minimum wage level payment of the Australian national scheme is likely to impede high take up rates by fathers/partners. Employer top-up to regular income levels while on parental leave would assist in overcoming the income deficit felt by the household and would also signal cultural support from the employer, another important factor influencing fathers' use of parental leave (Haas & Hwang, 2008).

# Bonus policies and incentives

To encourage both parents to use their full quota of leave some countries have introduced bonus policies of extra leave (Canada, Germany, Italy, Japan, Portugal), financial bonuses (Austria, Croatia, France, Korea) or parenting training (Romania) (see Appendix 2). While this is mostly directed at incentivising fathers to take their leave, it can incorporate mothers' leave taking as well. The evidence shows fathers respond by taking their designated leave, but the majority of the additional leave is usually taken by mothers.

Given that 26 weeks is still limited and represents a short duration of paid parental leave by international standards, we do not recommend this approach of bonus policies. If one parent does not use their whole reserved portion, then the total leave available is reduced by the amount not taken. The Grattan Institute (Wood et al., 2021) recommends such a model where 2 weeks bonus leave is available to families where both parents use at least 6 weeks of the 24 weeks leave. However, this approach risks shortening the leave available to the birth parent if the father/partner cannot take their full portion of leave. By contrast, KPMG (2021, pp. 12–13) recommends an 'equality supplement' of either 2 or 4 weeks, to be added to the 26 weeks, if both parents use their leave, lengthening the total available to 28 or 30 weeks. Baird et al. (2021) also suggest a bonus period of leave in addition to the 26 weeks, which they call a 'shared care bonus', to be offered to "couples who have shared the original period of leave equally". This bonus differs from the KPMG model by also suggesting that where the whole or most of the 26 weeks was used by one parent, the bonus must be used exclusively by the other parent.

**Need for incentives:** Fathers are more likely to take parental leave when there is incentive to do so (Australian Institute of Family Studies, 2019). Such incentives include father quotas (use-it-or-lose-it policies that reserve some parental leave exclusively for fathers), high wage-replacement rates, and financial bonuses, as evidenced through the experience in Nordic countries and the Canadian province of Quebec, which have the highest rates of uptake globally (Feldman & Gran, 2016; Harvey & Tremblay, 2018; Kalb, 2018; Karu & Tremblay, 2018; Rehel, 2014). Patnaik (2019) in examining the Quebec Parental Insurance Program found that the use of 'daddy quotas' increased fathers' participation by 250%, primarily through higher benefits in tandem with weeks that were explicitly framed as 'daddy-only'. Patnaik (2019) also found that it is possible for policies such as 'daddy quotas' to not only induce short-term changes in behaviour but to have an enduring impact on the gendered division of paid and unpaid care work. Other studies of the Quebec experience demonstrate similar findings, including a positive impact on women's labour force participation, especially in full-time work (Dunatchik & Özcan, 2021; Wray, 2020).

While the Nordic countries have led innovation around incentives for fathers/partners, in particular quotas for fathers, differences within Scandinavia include some lessons for Australia. At the same time as Finland, Iceland, Norway and Sweden increased their non-transferable quota of parental leave for fathers, Denmark withdrew theirs. This saw only a small change in the average rate of parental leave taken by Danish fathers between 2002 and 2020 (when the policy changed) even as fathers in Iceland, Norway and Sweden continued to climb (Rostgaard & Ejrnæs, 2021, p. 320). Denmark's policy has now been reversed as the Danish government introduced new legislation in line with the EU Directorate on work-life balance, to include a non-transferable allocation of 9 weeks of paid leave for fathers to be taken before the child turns one. This is in addition to 2 weeks of paternity leave at the time of the birth.



# Parental leave, maternity and child health

An objective of the Paid Parental Leave Act in Part 1-1 Division 1A Objects of this Act is to “enhance the health and development of birth mothers and children”. This objective aligns with longstanding research evidence on the positive relationship between paid leave for mothers, the health outcomes for women and their children, and establishment and maintenance of breastfeeding (Bütikofer, Riise & Skira, 2021). It is a fundamental objective of multiple International Labour Organization Conventions on maternity leave and World Health Organization recommendations on maternal and child health (WHO, 2003) and is established in various human rights treaties (see Box D). While maternalist arguments for longer period of paid parental leave have been in part overshadowed by more recent arguments around the role of paid parental leave in supporting women’s workforce participation and gender equality, the research evidence on maternal and child health remains robust and should be considered.

## **Box D. Care at work: Investing in care leave and services for a more gender equal world of work**

“Paid maternity leave with adequate maternal and child healthcare is a core element of the health and economic protection of women workers and their children during the pre- and post-natal period and during periods of breastfeeding. It is a precondition to the right to care and be cared for and to achieve gender equality at work. This role is universally acknowledged and firmly established in key universal human rights treaties, such as the Universal Declaration of Human Rights (1948) and the Convention for the Elimination of All Forms of Discrimination Against Women (1979), as well as in international labour standards on maternity protection and social security adopted by ILO constituents – government, employers’ organizations and workers’ organizations – over a century ago, as the first Maternity Protection Convention, 1919 (No. 3), was adopted in 1919. The “provision for child welfare and maternity protection” is also listed among the core aims and purposes of the ILO (Article III of the Declaration of Philadelphia, 1944). The second Maternity Protection Convention (Revised), 1952 (No. 103), was adopted in 1952, and the last and most up-to-date international labour standards on this topic are the Maternity Protection Convention (No. 183) and Recommendation (No. 191), 2000. Other relevant ILO standards are the Social Security (Minimum Standards) Convention, 1952 (No. 102), and the ILO Social Protection Floors Recommendation, 2012 (No. 202). The importance of ensuring maternity leave rights is also confirmed by the fact that the vast majority of countries have adopted statutory provisions for paid maternity leave. This entitlement is associated with positive health outcomes for women and their children, as well as with the establishment and maintenance of breastfeeding (Bütikofer, Riise & Skira, 2021, as cited in International Labour Organization, 2022, p. 53).”

The ILO’s Maternity Protection Convention (C191) establishes the right of women to a minimum 18 weeks maternity leave paid at full wage replacement with paid nursing breaks and appropriate nursing facilities upon return to work (article 9). Australia has not ratified the convention. Research also shows that fathers’ participation in parenting is important to maternal and child health, in particular the mother’s decision to breastfeed (Bar-Yam & Darby, 1997; Rempel & Rempel, 2011; Wolfberg et al., 2004). The more a father is involved in parental care for a newborn the more likely it is that a mother will successfully breastfeed (Kotelchuck, 2022; Redshaw & Henderson, 2013).

Breastfeeding is widely accepted as positive for baby health in the first year and beyond. International recommendations are that infants be exclusively breastfed for up to 6 months of age for optimal health, growth and development (WHO, 2003). It is then recommended that solid foods are combined with breastfeeding until the age of 12 months. Extending the duration of breastfeeding was a key aim of the paid parental leave scheme recommended by the Productivity Commission inquiry (Productivity Commission, 2009). In more recent comparative literature we find that the detail of policy design shapes patterns of breastfeeding. For example, a policy focus on parental leave as ‘gender neutral’ that prioritises flexibility could compromise maternal and child health if it were to be used in a way that unduly limited the duration of paid leave taken by new mothers (Bakken, 2022) and where the amount of paid leave taken was short, new mothers may not be able to access adequate paid time to rest and recover from birth or establish breastfeeding (Euromonitor, 2016).

We highlight two pieces of research and analysis on parental leave policy and child health linked to breastfeeding.

1. Recent research by the Norwegian Labor Directorate found that policy changes to increase the paternity leave ‘quota’ by shortening the paid maternity leave ‘quota’ led to an increase in the proportion of new mothers who took *unpaid leave* explicitly to stay at home longer and breastfeed (Bakken, 2022).
2. Baby food industry publications note that parental leave policies have an impact on breastfeeding rates. In response to the parental leave policy debate of 2015–16 the Australia Country report prepared by Euromonitor International (Euromonitor, 2016, p. 5) concluded: “Recent amendments to Australian Government policy are likely to have a significant impact on baby food in the country. For example, changes to Australia’s Paid Parental Leave scheme will have a significant impact on local baby food throughout the forecast period as it will influence whether a mother staying at home to breastfeed her children is a feasible option, as well as whether making homemade baby food is a practical choice. Changing paid parental leave from 18 weeks to six months would increase the ability of Australian mothers to breastfeed, while assisting the return to work would have the opposite impact. The anticipated result of this will be decreased breastfeeding rates and Australian mothers turning to milk formula as a substitute.”

Paid parental leave supports maternal and child health and breastfeeding, in particular the health of disadvantaged children (Broadway et al., 2017). It also supports father–child bonding, fathering identities (Petts et al., 2020) and children’s long-term educational outcomes (Ginja et al., 2020).



# Three models for paid parental leave in Australia

Based on research findings here and internationally, tensions and trade-offs, and considering the varied purposes of paid parental leave, we offer three models for consideration based on the following design assumptions:

- Maintain at least the overall amount of paid leave available to mothers/birth parents of 18 weeks minimum.
- Reserve a non-transferable period for parent A and parent B.
- Encourage fathers/second parent to use more parental leave, taking into account all known benefits and limitations of 20 weeks to 26 weeks duration.
- Provide opportunities for women to participate in the labour market.
- Enable parents as much choice about concurrency as possible within the 20–26 weeks range.
- Avoid a bonus element so as not to restrict total accessible weeks of 20–26 weeks, however consider the possibility of a bonus in addition to 26 weeks in future policy.
- Enable as much flexibility of use as possible (of periods of 1 day at a time, or in blocks) within the 20–26 weeks range and the reserved leave boundaries.
- Ensure the total amount is available for single parents.
- Consider additional leave for multiple births.
- Continue the national minimum wage payment, noting that the minimum wage is a known barrier to fathers' uptake.
- Increase the weeks of leave every 2 years.

The headings in the models are used in the following way:

**Reserved leave** refers to the portion of paid leave that is non-transferable between parents and is forfeited if not taken by the allocated parent.

**Shared leave** refers to the total amount of paid leave able to be distributed between parent A and parent B in whatever combination they prefer.

**Concurrent leave** refers to the amount of paid parental leave that parent A and parent B can take at the same time (overlap or concurrently), but not concurrent with employer provided leave/pay.

Each of the models represent an archetype arrangement – a ‘pushed to the limit’ design. This accentuates the impact of the research findings on the design of the scheme. For policy implementation purposes, some adjustment is also suggested.

## Model 1 – Equal Sharing and Fully Flexible Care

Reserved portion (non-transferable)			Shared portion	Total	Concurrent allowed
Year	Parent A (Birth parent)	Parent B			
	Weeks/days	Weeks/days	Weeks/days	Weeks/days	Weeks/days
2023	2/10	2/10	16/80	20/100	10/50
2024	4/20	4/20	14/70	22/110	11/55
2025	4/20	4/20	16/80	24/120	12/60
2026	4/20	4/20	18/90	26/130	13/65

Model 1 emphasises providing a design that enables the most equal and flexible use of leave. Concurrent leave is allocated at the most extreme level to provide maximum choice for parents in how they share their care. In Model 1 the concurrent period allowed is much greater than currently exists and would represent a significant shift in design. However, the evidence to date in the use of the Australian scheme where overlap is now allowed, and internationally, suggests that parents do not choose concurrent leave of long duration.

Model 1 increases the reserved portion of non-transferable leave for parent A and parent B at the same rate in 2024 and does not prescribe when reserved leave can be taken. Reserved leave can be taken concurrently. Remaining leave is shared. The design does not reduce possible time for parent A from the current 18 weeks. A bonus of 2 weeks (or more) could be added where both parents use the full reserved leave portion (acting mostly as an incentive for fathers), bringing the total to 28 (or more) weeks.

## Model 2 – Incentivise Father/Partner Care and Women’s Workforce Participation

Reserved portion (non-transferable)			Shared portion	Total	Concurrent allowed
Year	Parent A (Birth parent)	Parent B			
	Weeks/days	Weeks/days	Weeks/days	Weeks/days	Weeks/days
2023	2/10	2/10	16/70	20/100	2/10
2024	2/10	4/20	16/80	22/110	2/10
2025	2/10	4/20	18/90	24/120	2/10
2026	2/10	4/20	20/100	26/130	2/10

Model 2 emphasises providing reserved leave for fathers and limiting concurrency of leave taking to encourage the couple to make a decision about how to distribute the remainder of the paid leave. Model 2 only increases the reserved portion of non-transferable leave for parent B so that the shared portion ends up greater than Model 1. This design only allows concurrent leave for 2 weeks/10 days to nudge fathers to care alone. It does not reduce possible leave time for parent A from the current 18 weeks and does not prescribe when the use-it-or-lose-it component is to be taken. *Note: total leave time of 20 weeks in 2023 limits the opportunity to maintain total amount of time available for mothers (parent A) AND reserve additional time for parent B care.*



### Model 3 – Protect Maternal and Child Health

Reserved portion (non-transferable)		Shared portion		Total	Concurrent allowed
Year	Parent A (Birth parent)	Parent B			
	Weeks/days	Weeks/days	Weeks/days	Weeks/days	Weeks/days
2023	4/20	2/10	14/70	20/100	4/20
2024	6/30	2/10	14/70	22/110	4/20
2025	6/30	2/10	16/80	24/120	4/20
2026	6/30	2/10	18/90	26/130	4/20

Model 3 emphasises preserving a longer period for mothers in recognition of their health related, breastfeeding and baby bonding needs.

Model 3 provides 4 weeks reserved, non-transferable leave for birth parent A in 2023, while providing 2 weeks reserved leave for parent B. The remainder can be shared. The design allows concurrent leave for 4 weeks to support maternal and child health and wellbeing and does not reduce possible time for parent A from the current 18 weeks. To further support maternal and child health the reserved 4 weeks for birth parent A would be taken at time of birth, and allow for concurrent leave with parent B.

# Unfinished business: Additional optimal design features

There are a range of areas that have attracted criticism and comment in the 10 years the current scheme has been in place. We list these to ensure they remain on the agenda for change. To further enhance gender equality, inclusivity and security, Australia's paid parental leave system would:

- Add superannuation to paid parental leave to reduce the superannuation gap between women and men and to reduce women's lifetime earnings gap.
- Increase the payment level to at least two-thirds of average income as recommended by the EU. This will influence the uptake by men.
- Set a target for uptake by fathers/partners – and monitor it over time.
- Ensure that all workers (citizens, residents and visa workers) are eligible for paid parental leave.

To further enhance mother and child health:

- Renew attention on breastfeeding and lactation rights and facilities in workplaces.
- Focus on child health and wellbeing in designing paid parental leave and its connection to the early childhood education and care system.

To ensure the scheme is well understood by the community, invest in policy communication:

- Introduce and set aside funds for a new public communications strategy to inform new parents and parents-to-be of the changes.
- Communicate separately with employers and employer associations.

Consider the important role of employers and the workplace:

- Encourage employers to top-up paid parental leave to income replacement rates for parents.
- Consider tax incentives to support employers.
- Better understand the role of the workplace in accepting fathers' use of paid leave.
- Collect data on, evaluate and monitor the use of stay in touch days by employers.



# Conclusion

There are tensions in the purposes of paid parental leave schemes between facilitating health and wellbeing of mothers and babies, enhancing women's workforce participation, and achieving greater gender equality by encouraging fathers to share in the care of young children. This makes trade-offs between these goals implicit in the design of schemes, including in considering the optimum arrangements to extend Australia's scheme by 6 weeks.

We have provided three archetype models that focus either on flexibility and shared care (Model 1), incentivising fathers to participate in care and mothers to participate in the labour force (Model 2) and enhancing time for mothers' and babies' health, bonding and support for breastfeeding (Model 3).

Model 1 provides for shared care and fully flexible arrangements. This model allows mothers to use the majority of the leave if they wish, but also enables and encourages fathers through a reserved portion to share the care role. The model has flexibility by allowing couples to decide how they wish to share their leave and in what units – days or weeks – they prefer and that suit their paid work and family responsibilities over the first 2 years of a child's life. The introduction of a greater shared portion aligns well with schemes internationally. By allowing all non-reserved leave to be taken concurrently if desired by parents, this design would quickly shift the emphasis from a primary carer model currently in place to a full choice in care model. It is recognised that this may be too large a shift in the first year in policy terms so restricting the concurrent time would also be possible. Such a move would be closer to Model 2.

Model 2 incentivises fathers/partners to increase their participation in care and restricts concurrency, thus forcing parents to decide who will take the leave. Having fathers take a longer period of reserved leave may encourage them to take more of the remaining leave, especially as that leave is offered flexibly in days over 2 years. This may enable a combination of fractional work hours for both parents, thus potentially enabling women's greater labour force attachment. It should be noted, however, that while paid parental leave is at the national minimum wage, the barrier for the higher income earner (usually the father given the gender pay gap) to take the majority of the leave continues to exist.

Model 3 attends more to the issue of the care and wellbeing of mothers by reserving a longer period of leave for them. The experience in Australia is that mothers overwhelmingly use the current 18 weeks, and neither Model 1 nor Model 2 would restrict mothers from continuing to use this period should they wish.

Any of the models could be enhanced in 2026 to further incentivise fathers to share care through adding a bonus period of 2 weeks (or longer) of paid leave for parents who use all their reserved portion of leave. This would increase the total possible leave time to 28 weeks, or longer.

As Australian families continue to change their practice and aspirations for how to share paid work and unpaid care for young children, ongoing evaluation and resourcing must also be part of the plan for a more generous paid parental leave system. To support families to manage work and care Australia will need to further extend the national paid parental leave scheme to bridge the current 'care gap' and connect with the early childhood education and care system in a way that supports child wellbeing, education and health and parental workforce participation, especially by mothers.

# References

- Arnalds, Á. A., Eydal, G. B. & Gíslason, I. V. (2013). Equal rights to paid parental leave and caring fathers- the case of Iceland. *Stjórnsmál og stjórnsýsla*, 9(2), 323.
- Arnalds, Ásdís Aðalbjörg, Guðný Björk Eydal, and Ingólfur V. Gíslason, 'Paid Parental Leave in Iceland: Increasing Gender Equality at Home and on the Labour Market', in Caroline de la Porte, and others (eds), **Successful Public Policy in the Nordic Countries: Cases, Lessons, Challenges** (Oxford, 2022; online edn, Oxford Academic, 20 Oct. 2022), <https://doi.org/10.1093/oso/9780192856296.003.0018>. Arnarson, B.T. & Mitra, A. (2010). The Parental Leave Act in Iceland: Implications for gender equality in the labour market. *Applied Economics Letters*, 17(7), 677–680.
- Australian Institute of Family Studies (2019). Bringing up baby: Fathers not always able to share the load. <https://aifs.gov.au/media-releases/bringing-baby-fathers-not-always-able-share-load>.
- Baird, M., Hamilton, M. & Constantin, V. (2021). Gender equality and paid parental leave in Australia: A decade of giant leaps or baby steps? *Journal of Industrial Relations*, 63(4), 546–567.
- Baird, M. & Heron, A. (2020). The life cycle of women's employment in Australia and inequality markers. In R. D. Lansbury, A. Johnson & D. van den Broek (eds), *Contemporary Issues in Work and Organisations: Actors and Institutions* (pp. 42–56). Abingdon: Routledge.
- Baird, M. & O'Brien, M. (2015). Dynamics of parental leave in Anglophone countries: The paradox of state expansion in the liberal welfare regimes. *Community, Work and Family*, 18(2), 198–217.
- Baird, M. & Williamson, S. (2010). Women, work and industrial relations in 2009. *Journal of Industrial Relations*, 52(3), 355–369.
- Bakken, Frøydis M. (2022). Ulønnet Og Lønnet Foreldrepermisjon – Mødre Og Fedres Bruk Og Vurderinger [Unpaid and Paid Parental Leave – Mothers' and Fathers' Use and Assessments]. <https://arbeidogvelferd.nav.no/journal/2022/1/m-3749/Ulønnet-og-lønnet-foreldrepermisjon--mødre-og-fedres-bruk-og-vurderinger>
- Bar-Yam, N. B. & Darby, L. (1997). Fatherhood and breastfeeding: A review of the literature. *Journal of Human Lactation*, 13(1), 45–50.
- Baxter, J. (2014). Gender role attitudes within couples, and parents' time in paid work, child care and housework: The Longitudinal Study of Australian Children Annual Statistical Report 2014, Australian Institute of Family Studies.
- Baxter, J. (2019). Fathers and work: A statistical overview. Australian Institute of Family Studies. <https://aifs.gov.au/aifs-conference/fathers-and-work>.
- Brandth, B. & Kvande, E. (2020). Designing Parental Leave Policy – The Norway Model and the Changing Face of Fatherhood. Bristol University Press.
- Broadway, B., Kalb, G., Kuehnle, D. & Maeder, M. (2017). Paid parental leave and child health in Australia. *Economic Record*, 93 (301), 214–37. <https://doi.org/http://dx.doi.org/10.1111/1475-4932.12311>
- Bütikofer, A., Riise, J. & Skira, M. S. (2021). The impact of paid maternity leave on maternal health. *American Economic Journal: Economic Policy*, 13(1), 67–105.
- Chan K.L., Emery C.R., Fulu E., Tolman R.M., & Ip P. (2017) Association Among Father Involvement, Partner Violence, and Paternal Health: UN Multi-Country Cross-Sectional Study on Men and Violence. *American Journal of Preventive Medicine*, 52(5), 671-679.



Chapman, J., Skinner, N. & Pocock, B. (2014). Work–life interaction in the twenty-first century Australian workforce: Five years of the Australian Work and Life Index. *Labour & Industry: a journal of the social and economic relations of work*, 24(2), 87–102.

Churchill, B. & Craig, L. (2022). Men’s and women’s changing attitudes towards fatherhood and working fathers in Australia. *Current Sociology*, 70(6), 943–963.

Coltrane, S., Miller, E.C., DeHaan, T., Stewart, L. (2013). Fathers and the flexibility stigma. *Journal of Social Issues*, 69(2), 279–302.

Craig, L. & Churchill, B. (2021). Dual-earner parent couples’ work and care during COVID19. *Gender Work Organisation*, 28(S1), 514–527.

Dobrotić, I. & Blum, S. (2020). Inclusiveness of parental-leave benefits in twenty-one European countries: Measuring social and gender inequalities in leave eligibility. *Social Politics: International Studies in Gender, State & Society*, 27(3), 588–614.

Dunatchik, A. & Özcan, B. (2021). Reducing mommy penalties with daddy quotas. *Journal of European Social Policy*, 31(2), 175–191.

Eurola, P., Lammi-Taskula, J., O’Brien, M., Hietamäki, J. & Räikkönen, E. (2019). Fathers’ leave take-up in Finland: Motivations and barriers in a complex Nordic leave scheme. *SAGE Open*, 9(4), 215824401988538–. <https://doi.org/10.1177/2158244019885389>

Euromonitor Passport (2016). Australia Country Report 2016. <https://www.euromonitor.com/our-expertise/passport>

Eydal, G. B. (2008). Policies promoting care from both parents – The case of Iceland. In G. B. Eydal & I. V. Gíslason (eds), *Equal Rights to Earn and Care – Parental Leave in Iceland* (pp. 111–148). Reykjavík: Félagsvísindastofnun Háskóla Íslands.

Feldman, K. & Gran, B. (2016). Is what’s best for dads best for families? Parental leave policies and equity across forty-four nations. *Journal of Sociology and Social Welfare*, 43(1), 95–119.

Ginja, R., Jans, J. & Karimi, A. (2020). Parental leave benefits, household labor supply, and children’s long-run outcomes. *Journal of Labor Economics*, 38(1), 261–320.

Haas, L. & Hwang, P. (2008). The impact of taking parental leave on fathers’ participation in childcare and relationships with children – lessons from Sweden. *Community, Work and Family*, 11(1), 85–104. <https://doi.org/10.1080/13668800701785346>.

Harvey, V. & Tremblay, D. (2018). Parental leave in Québec: Between social objectives and workplace challenges. *Community, Work & Family*, 1–17.

Heymann, J., Sprague, A. R., Nandi, A. et al. (2017). Paid parental leave and family wellbeing in the sustainable development era. *Public Health Review*, 38, 21.

Hill, E., Baird, M., Cooper, R., Probyn, E., Vromen, A. & Meers, Z. (2019). Young women and men: Imagined futures of work and family formation. *Journal of Sociology*, 55(4), 778–798.

International Labour Organization (2022). *Care at work: Investing in care leave and services for a more gender equal world of work*. Geneva: International Labour Office.

Kalb, G. (2018). Paid parental leave and female labour supply: A review. *Economic Record*, 94.304, 80–100.

- Karu, M. & Tremblay, D. (2018). Fathers on parental leave: An analysis of rights and take-up in 29 countries. *Community, Work & Family*, 21(3), 344–362.
- Koslowski, A., Blum, S., Dobrotić, I., Kaufman, G. & Moss, P. (2022). International Review of Leave Policies and Research 2022. [http://www.leavenetwork.org/lp\\_and\\_r\\_reports/](http://www.leavenetwork.org/lp_and_r_reports/)
- Kotelchuck, M. (2022). The impact of father's health on reproductive and infant health and development in M. Grau Grau, M. las Heras Maestro & H. Riley Bowles (eds), *Engaged Fatherhood for Men, Families and Gender Equality*. Springer, Cham.
- KPMG (2021). Enhancing work-life balance: a better system of parental leave. The Business Council of Australia's Women's Participation Taskforce. <https://assets.kpmg/content/dam/kpmg/au/pdf/2021/better-system-for-paidparental-leave-report.pdf>.
- Martin, B., Baird, M., Brady, M., Broadway, B., Hewitt, B., Kalb, G., Strazdins, L., Tomaszewski, W., Zadoroznyj, M., Baxter, J., Chen, R., Foley, M., McVicar, D., Whitehouse, G. & Xiang, N. (2014). PPL Evaluation: Final Report, Phase 4 Report, Institute for Social Science Research, University of Queensland.
- McGinn, K.L. et al. (2018). Learning from mum: Cross-national evidence linking maternal employment and adult children's outcomes. *Work, Employment and Society*, 30(3), 374-400.
- Moran, J. & Koslowski, A. (2019). Making use of work–family balance entitlements: How to support fathers with combining employment and caregiving. *Community, Work & Family*, 22(1), 111–128.
- NSW Treasury (2021). 2021-22 NSW Intergenerational Report, 2021. [www.treasury.nsw.gov.au/sites/default/files/2021-06/2021-22\\_nsw\\_intergenerational\\_report.pdf](http://www.treasury.nsw.gov.au/sites/default/files/2021-06/2021-22_nsw_intergenerational_report.pdf)
- Norman, H., Elliot, M. & Fagan, C. (2018). Does fathers' involvement in childcare and housework affect couples' relationship stability? *Social Science Quarterly*, 99(5), 1599–1613.
- Norman, H., Fagan, C. & Elliot, M. (2017). How can policy support fathers to be more involved in childcare? Evidence from cross-country policy comparisons and UK longitudinal household data' Women and Equalities Committee. [https://pure.manchester.ac.uk/ws/portalfiles/portal/65595533/What\\_makes\\_fathers\\_share\\_childcare\\_FIW\\_inquiry\\_February\\_2017\\_final.pdf](https://pure.manchester.ac.uk/ws/portalfiles/portal/65595533/What_makes_fathers_share_childcare_FIW_inquiry_February_2017_final.pdf)
- O'Brien, M. & Wall, K. (eds) (2017). *Comparative Perspectives on Work-Life Balance and Gender Equality – Fathers On Leave Alone*. Springer Open.
- OECD (2022). OECD Family database, PF2.1. Parental leave systems. <https://www.oecd.org/els/family/database.htm>
- OECD.Stat (2021). OECD.Stat: Labour force participation rate, by sex and age group. Organisation for Economic Cooperation and Development. [https://stats.oecd.org/Index.aspx?DataSetCode=LFS\\_SEXAGE\\_I\\_R](https://stats.oecd.org/Index.aspx?DataSetCode=LFS_SEXAGE_I_R).
- Paid Parental Leave Act 2010. <https://www.legislation.gov.au/Details/C2018C00299>
- Parents at Work (2022). Advancing Parental Leave Equality and Introducing Shared Care in Australia. [https://pawportal.wpenginepowered.com/wp-content/uploads/2018/08/PAW\\_White-Paper-Parental-Leave-Equality.pdf](https://pawportal.wpenginepowered.com/wp-content/uploads/2018/08/PAW_White-Paper-Parental-Leave-Equality.pdf)
- Patnaik, A. (2019). Reserving time for daddy: The consequences of fathers' quotas. *Journal of Labor Economics*, 37(4), 1009–1330.



Petts, R. J., Knoester, C. & Waldfogel, J. (2020). Fathers' paternity leave-taking and children's perceptions of father-child relationships in the United States. *Sex Roles*, 82(3-4), 173–88.

Porter, M. (2015). Combating gender inequality at home and at work: Why the international labour organization should provide for mandatory paid paternity leave. *George Washington International Law Review*, 48(1), 203–232.

Productivity Commission (2009). Paid Parental Leave: Support for Parents with Newborn Children. <https://www.pc.gov.au/inquiries/completed/parental-support/report>

Rau, H. & Williams, J.C. (2017). A winning parental leave policy can be surprisingly simple, *Harvard Business Review*, accessed 12 June 2019. <https://hbr.org/2017/07/a-winning-parental-leave-policy-can-be-surprisingly-simple>.

Redshaw, M. & Henderson, J. (2013). Father engagement in pregnancy and child health: Evidence from a national survey. *BMC Pregnancy Childbirth*, 13, 70.

Rehel, E.M. (2014). When dad stays home too: Parental leave, gender, and parenting. *Gender & Society*, 28(1), 110–132.

Rempel, L.A. & Rempel, J.K. (2011). The breastfeeding team: The role of involved fathers in the breastfeeding family. *Journal of Human Lactation*, 27(2), 115–121.

Rostgaard, T. & Ejrnæs, A. (2021). The inclusiveness of social rights: The case of parental leave policies. *Social Inclusion*, 9(2), 313–324.

Thébaud, S. & Halcomb, L. (2019). One step forward? Advances and setbacks on the path toward gender equality in families and work. *Sociology Compass*, 13(6), 1–15.

Unterhofer, U. & Wrohlich, K. (2017). Fathers, parental leave and gender norms. IZA Discussion Papers, no. 10712. German Institute for Economic Research. <https://docs.iza.org/dp10712.pdf>

Wolfberg, A. J., Michels, K. B., Shields, W., O'Campo, P., Bronner, Y. & Bienstock, J. (2004). Dads as breastfeeding advocates: Results from a randomized controlled trial of an educational intervention. *American Journal of Obstetrics and Gynecology*, 191(3), 708–712.

Wood, D., Emslie, O. & Griffiths, K. (2021). Dad days: how more gender-equal parental leave would improve the lives of Australian families. Grattan Institute.

World Health Assembly, 54. (2001). Fifty-fourth World Health Assembly, Geneva, 14–22 May 2001: resolutions and decisions. World Health Organization. <https://apps.who.int/iris/handle/10665/260183>

Workplace Gender Equality Agency (WGEA) (2019). Designing and supporting gender equitable parental leave, Insight Paper, September 2019. [https://www.wgea.gov.au/sites/default/files/documents/Insight\\_paper\\_designing\\_and\\_supporting\\_gender\\_equitable\\_parental\\_leave.pdf](https://www.wgea.gov.au/sites/default/files/documents/Insight_paper_designing_and_supporting_gender_equitable_parental_leave.pdf)

Workplace Gender Equality Agency (WGEA) (2022a). Gender equality Scorecard <https://www.wgea.gov.au/publications/australias-gender-equality-scorecard>

Workplace Gender Equality Agency (WGEA) (2022b). New data reveals that at every age less than 50% of women in the workforce work full-time. <https://www.wgea.gov.au/newsroom/new-age-data-released>

World Health Organization (WHO) (2003). Global Strategy for Infant and Young Child Feeding. Geneva: WHO.  
<https://www.who.int/publications/i/item/9241562218>

World Health Organization (WHO), United Nations Children's Fund, and World Bank Group (2018). Nurturing Care for Early Childhood Development: A Framework for Helping Children Survive and Thrive to Transform Health and Human Potential. WHO, Geneva. <https://apps.who.int/iris/bitstream/handle/10665/272603/9789241514064-eng.pdf>.

Wray, D. (2020). Paternity leave and fathers' responsibility: Evidence From a natural experiment in Canada. *Journal of Marriage and Family*, 82(2), (Apr 2020), 534–549.



# Appendices

## Appendix 1. Bonuses to incentivise fathers to use parental leave

Source: Individual Country Reports in Koslowski, A., Blum, S., Dobrotić, I., Kaufman, G. & Moss, P. (2022). International Review of Leave Policies and Research 2022. Available at: [http://www.leavenetwork.org/lp\\_and\\_r\\_reports/](http://www.leavenetwork.org/lp_and_r_reports/)

Nation	Bonus type
<b>Germany</b>	Germany extends paid leave by <b>two months</b> if fathers take <b>at least two months of leave</b> . 'Partnermonths' ( <i>Partnermonate</i> ): two bonus months are paid on top of the 12 months if both parents take at least two months of leave or for single parents.
<b>Japan</b>	Japan provides an extra <b>two months of leave</b> if both parents <b>use some of their leave entitlement</b> . The maximum period of well-paid, post-natal leave is 14 months (including two months of bonus leave if parents share the leave period), which is nearly eight months for mothers and six months for fathers. If fathers do not use their leave entitlement, the maximum period of well-paid leave is just under eight months.
<b>Canada</b>	In 2019 Canada introduced <b>five or eight extra weeks of paid leave</b> reserved for fathers/second parents, if parental leave is shared between couples. The number of weeks available depends on whether parents choose the standard option (12 months of leave at 55% of income) or the extended option (18 months of leave at 33% of income). The <i>standard option</i> provides couples with a collective 40 weeks of parental leave (an additional 5 weeks). The <i>extended option</i> provides couples with a collective 69 weeks of parental leave (an additional 8 weeks). <sup>8</sup>
<b>Portugal</b>	Portugal offers a bonus to families where the father shares part of the initial parental leave (formerly maternity leave). An extra 30 days ('sharing bonus') is available if parents share the leave. The leave is then extended to 150 days or 180 days. Initial Parental leave: 120 days at 100 per cent of earnings or 150 days at 80% of earnings, with no upper limit on payments. A <b>sharing bonus is allocated if each parent takes at least 30 consecutive days of leave or two periods of 15 consecutive days once the other parent returns to work</b> : 150 days are paid at 100% of earnings or 180 days at 83% of earnings, with no upper limit on payments. The sharing bonus applies only if both parents work or are eligible for other reasons (e.g., low family income, receiving unemployment benefits). Since it came into effect in May 2009, data on the sharing bonus showed a strong initial increase in uptake in 2009 and 2010 (from 596 fathers who shared Maternity Leave in 2008 to 17,066 fathers sharing Initial Parental Leave in 2010), followed by a slow but steady increase until 2020 when 31,588 fathers took leave.
<b>Austria</b>	In Austria, there is a paid 'family time' where fathers receive a <b>'family time bonus' of €700</b> . If parents share their childcare benefit at a minimum ratio of <b>40:60, then each parent is entitled to a 'partnership bonus' payment of €500</b> . Thus, together they receive a total of €1,000. Payments are not taxed. In approximately 8% of all births, fathers receive the 'family time bonus' during their paternity leave. <sup>9</sup>
<b>Croatia</b>	Higher payment for additional 2 months if both parents use.

<sup>8</sup> Source: <https://nelliganlaw.ca/blog/canadas-new-parental-sharing-benefit-how-does-it-work/>

<sup>9</sup> Lorenz, T. & Wernhart G. (2022). *Evaluierung des neuen Kinderbetreuungsgeldkontos und der Familienzeit. Quantitativer Teilbericht*, from <https://services.phaidra.univie.ac.at/api/object/o:1429695/diss/Content/download>.

Nation	Bonus type
France	Longer period of financial payments if both parents take some leave.
Italy	The maximum total length of leave per family <b>is ten months</b> unless the <b>father takes at least three months</b> of leave; in which case the total length of leave can be extended to 11 months and the father can extend his leave to seven months. During this period, parents receive pension credits so they do not suffer a reduced pension because of taking leave.
Korea	If parents take Parental leave simultaneously or sequentially for a child under 12 months of age (including leave during the pregnancy), then <b>each parent's Parental leave benefit is increased for the first three months from 80% of ordinary earnings to 100%, with escalating ceilings for each additional month on leave.</b>
Romania	If the father has gained a certificate of completion for a childcare course, demonstrating basic care knowledge, the <b>length of the Paternity leave is increased by ten days to a total of 15 days of Paternity leave</b> – the father can benefit from this increase only once. The course and certificate are prepared by the family doctor, in maternity wards, by other health state services, or private consultancies which are recognised by the state. The usual practice is for couples to take these courses together, even if men's participation is increasing, especially in urban areas.





# Australian Government

## Commonwealth Contract – Services

Reference ID: CD011436

### Customer

Customer Name:	Department of the Prime Minister and Cabinet
Customer ABN:	18 108 001 191
Address:	1 National Circuit Barton ACT 2600

### Supplier

Full Name of the Legal Entity:	Baird, Marian
Supplier ABN:	s 47F
Address:	s 47F

## 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:	Upon Contract Execution Date
Contract Term:	This Contract will terminate on Friday, 9 December2022.
Contract Extension Option:	This Contract includes the following extension option(s): six months.

## C.A.2 The Requirement

The Australian Government has established the Women's Economic Equality Taskforce (Taskforce) to provide independent advice to Government to support the strong gender equality agenda the Government has committed to. The Taskforce is constituted to provide advice that ensures women are at the centre of policy and decision making. The Taskforce will provide advice on a range of issues including, but not limited to, the gender pay gap, addressing gender segregation and promoting gender equality.

To fulfil their remit the Taskforce has been given a research budget that will enable them to meaningfully advise Government on these issues. The Minister for Women and Minister for Social Services have asked to Taskforce to provide advice on upcoming changes to the Paid Parental Leave Scheme. The Taskforce is required to provide advice no later than 16 November 2022 to allow the Department of Social Services and legal drafter's time to incorporate any changes ahead of the introduction of the legislative changes into Parliament in the final week of November.

The customer has a requirement for the supplier to provide comprehensive and knowledgeable advice, the Taskforce requires research to be conducted urgently to inform their work. The engagement with the supplier will enable the Taskforce to carry out their duties as per their remit to the best of their ability.

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

The Supplier must ensure that any goods and services provided under this Contract comply with all applicable Australian standards and any Australian and international standards specified in this Statement of Work. The Supplier must ensure that it obtains copies of all relevant certifications and maintains records evidencing its compliance with those standards. If requested by the Customer, the Supplier must enable the Customer, or an independent assessor, to conduct periodic audits to confirm compliance with those standards.

#### 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>.

#### Australian Standards

The Supplier must comply with the following Australian Standard(s):

AS Number	Title
Not Specified	Australian Code for the Responsible Conduct of Research, 2018

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### 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 (WHS) 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. For all issues assigned to the Supplier, the Supplier will provide the Customer with a WHS plan for approval and no work will commence until the plan is approved unless agreed in writing by the Customer – if required.

Throughout the Contract Term, the Customer and the Supplier will proactively identify and cooperate to manage any WHS 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
Delivery of the WEET research proposal on PPL	s 22(1)(a)(ii)	weet@pmc.gov.au	16/11/2022

#### **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 or may have Conflicts of Interest (COI) relevant to the performance of its obligations under this Contract. During the Contract Term the Supplier agrees to keep the Customer informed of all relevant details relating to the following COI and implement any COI management strategies specified below:

The Supplier is conducting research on the Australian Paid Parental Leave Best Practice Policy Design and has declared that they have children of child-bearing age that may be impacted by the content and purpose of the research.

In addition to the Supplier's obligations under clause C.C.3 [*Conflict of Interest*], the Supplier also agrees to comply with any additional requirements notified by the Customer from time to time in relation to the management of this conflict.

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

For information about how to make a Public Interest Disclosure, please refer to the information provided on the Customer's website:

[https://intranet.ssp.pmc.gov.au/PMC/GOV/Pages/public\\_interest\\_disclosure\\_act\\_procedures.aspx](https://intranet.ssp.pmc.gov.au/PMC/GOV/Pages/public_interest_disclosure_act_procedures.aspx).

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

Name/Position:	Authorised Officer
Email Address:	publicinterestdisclosure@pmc.gov.au
Telephone:	(02) 6271 6588

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

Any complaints relating to this procurement should be referred to:

Name/Position:	Complaints Officer
Email Address:	complaints@pmc.gov.au
Telephone:	(02) 6271 5688

### C.A.3 Contract Price

The maximum Contract Price inclusive of GST and all taxes and charges will not exceed **\$10,000.00** as set out below.

#### Fixed Price (including all expenses)

Due Date	Milestone Description	Total Price GST Exclusive	GST Component	Total Price GST Inclusive
25/11/2022	Delivery	\$9,090.90	\$909.10	\$10,000.00

**Total Fixed Price for Services \$10,000.00 GST Inclusive**

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

Adjustment for contract extension will be in line with established market rates and within the costs considered for the whole-of-life projection for this research.

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

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

Payment was determined on negotiation with the Supplier and the Customer in line with market rates.



## 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: Adviser  
Currently: s 47F  
Telephone: s 47F  
Email Address: weet@pmc.gov.au  
Postal Address: 1 National Circuit  
Barton ACT 2600

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

Addressee Name/Position Title: s 47F  
Telephone: s 47F  
Email Address: [weet@pmc.gov.au](mailto:weet@pmc.gov.au) and [apoperations@pmc.gov.au](mailto:apoperations@pmc.gov.au)  
Postal Address: 1 National Circuit  
Barton ACT 2600

*The Customer's preferred method of invoicing is by email. Please ensure invoices reference the contract ID #CD011436.*

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

Name: s 47F  
Position Title: Adviser  
Telephone: s 47F  
Email Address: weet@pmc.gov.au  
Postal Address: s 47F

s 47F

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

Name: Marian Baird  
Position Title: Professor  
Email Address: s 47F  
Postal Address: s 47F

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

Marian Baird.

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

None Specified

## **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 Payment Terms**

Where the Customer and the Supplier both have the capability to deliver and receive eInvoices through the Peppol framework and have agreed to use eInvoicing, following receipt of a Correctly Rendered Invoice, including acceptance of the Goods and/or Services by the Customer, 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 following receipt of a Correctly Rendered Invoice, including acceptance of the Goods and/or Services by the Customer, 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.

Where 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 as published on the Australian Taxation Office website [https://www.ato.gov.au/Rates/General-interest-charge-\(GIC\)-rates/](https://www.ato.gov.au/Rates/General-interest-charge-(GIC)-rates/).



## Commonwealth Contract Terms

### **C.C.1 Background**

- 1.1 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 Requirement.
- 1.2 Some terms used in these Commonwealth Contract Terms have been given a special meaning. Their meanings are set out in the Commonwealth Contracting Suite (CCS) Glossary and Interpretation or in the Contract.

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

- 2.1 By virtue of this Contract, neither Party is the employee, agent, officer or partner of the other Party nor authorised to bind or represent the other Party.
- 2.2 Each Party must ensure that its officers, employees, agents or Subcontractors do not represent themselves as being an officer, employee, partner or agent of the other Party.
- 2.3 In all dealings related to the Contract, the Parties agree to:
  - a) communicate openly with each other and cooperate in achieving the contractual objectives
  - b) act honestly and ethically
  - c) comply with reasonable commercial standards of fair conduct
  - 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 Conflicts of Interest**

- 3.1 The Supplier warrants that, other than as previously declared in writing to the Customer at the commencement of the Contract, no Conflicts of Interest exist, relevant to the performance by the Supplier of its obligations under the Contract.
- 3.2 At any time during the term of the Contract, the Customer may require the Supplier to execute a Conflicts of Interest declaration in the form specified by the Customer.
- 3.3 As soon as the Supplier becomes aware that a Conflict of Interest has arisen, or is likely to arise during the term of the Contract, the Supplier will:
  - a) immediately report it to the Customer
  - b) provide the Customer with a written report setting out all relevant information within three (3) Business Days, and
  - c) comply with any reasonable requirements notified by the Customer relating to the Conflict of Interest.

- 3.4 If the Supplier fails to notify the Customer as set out in this clause or does not comply with the Customer's reasonable requirements to resolve or manage Conflicts of Interest, the Customer may terminate or reduce the scope of the Contract in accordance with C.C.16 [Termination for Cause].

### **C.C.4 Precedence of Documents**

- 4.1 The Contract is comprised of:
  - a) Additional Contract Terms (if any)
  - b) if the Contract is issued under a DoSO, the Contract Details Schedule
  - c) Statement of Work
  - d) Commonwealth Contract Terms
  - e) CCS Glossary and Interpretation, and
  - f) additional Contract annexes (if any), unless otherwise agreed in writing between the Parties.
- 4.2 If there is ambiguity or inconsistency between documents comprising the Contract, the document appearing higher in the list will have precedence to the extent of the ambiguity or inconsistency.
- 4.3 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**

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

### **C.C.6 Entire Agreement**

- 6.1 The Contract represents the Parties' entire agreement in relation to the subject matter, at the time this Contract was executed.
- 6.2 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 or the RFQ as relevant remain correct.
- 6.3 Any agreement or understanding to vary or extend the Contract will not be legally binding upon either Party unless in writing and agreed by both Parties.
- 6.4 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**

- 7.1 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], and C.C.21 [Compliance with Law and Policy], survive termination or expiry of the Contract.

### **C.C.8 Notices**

- 8.1 A Notice is deemed to be delivered:
  - a) if delivered by hand - on delivery to the relevant address
  - b) if sent by registered post - on delivery to the relevant address, or

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- c) if transmitted by email or other electronic means when it becomes capable of being retrieved by the addressee at the relevant email or other electronic address.
- 8.2 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 delivered on the next working day in that place.

### **C.C.9 Assignment**

- 9.1 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.
- 9.2 To decline consent, the Customer must provide a Notice to the Supplier, setting out its reasons, within twenty (20) Business Days, or such other time as agreed between the Parties, of receiving the Notice seeking consent. Otherwise, the Customer is taken to have consented.

### **C.C.10 Subcontracting**

- 10.1 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.
- 10.2 The Supplier must ensure that Subcontractors specified in the Contract (if any) perform that part of the Services specified in the Contract. The Supplier must not subcontract any part of its obligations under the Contract, or replace approved Subcontractors, without prior written consent of the Customer. The Customer's written consent will not be unreasonably withheld.
- 10.3 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.
- 10.4 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.
- 10.5 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**

- 11.1 The Supplier must provide the Goods and/or Services as specified in the Contract and meet any requirements and standard specified in the Contract.
- 11.2 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 Contract and advise the Customer when it will be able to do so.

- 11.3 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 Contract.
- 11.4 The Customer may reject the Goods and/or Services within ten (10) Business Days after delivery or such longer period specified in the Contract ("Acceptance Period"), if the Goods and/or Services do not comply with the requirements of the Contract.
- 11.5 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).
- 11.6 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.
- 11.7 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**

- 12.1 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.
- 12.2 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.
- 12.3 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**

- 13.1 The Supplier must ensure that the Specified Personnel set out in the Contract (if any) perform



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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.

- 13.2 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.
- 13.3 Any Specified Personnel must be replaced with personnel that are acceptable to the Customer.

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

- 14.1 The Supplier will indemnify the Customer for any damage claim, cost or loss resulting from any negligent or wilful breach of its obligations or representations under the Contract by the Supplier or its officers, employees, agents or Subcontractors.
- 14.2 The Supplier's obligation to indemnify the Customer will reduce proportionally to the extent that the Customer has contributed to the claim, cost or loss.
- 14.3 Where the Supplier is a member of a scheme operating under Schedule 4 of the *Civil Law (Wrongs) Act 2002* (ACT), or any corresponding Commonwealth, State, Territory or legislation that limits civil liability arising from the performance of their professional services, and where that scheme applies to the Goods and/or Services delivered under the Contract, the Supplier's liability under this clause shall not exceed the maximum amount specified by that scheme or legislation.
- 14.4 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**

- 15.1 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.
- 15.2 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.
- 15.3 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.

- 15.4 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 C.C.11 [Delivery and Acceptance] and the Contract before the effective date of termination or reduction.
- 15.5 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.
- 15.6 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**

- 16.1 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 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).
- 16.2 Termination of the Contract under this clause does not change the Customer's obligation to pay any Correctly Rendered Invoice.



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### **C.C.17 Supplier Payments**

- 17.1 If the Supplier is required to submit an invoice to trigger payment, the invoice must be a Correctly Rendered Invoice.
- 17.2 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.
- 17.3 Payment of any invoice is payment on account only, and does not substantiate performance of the Contract.
- 17.4 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**

- 18.1 For any dispute arising under the Contract both the Supplier and the Customer agree to comply with (a) to (e) of this clause sequentially:
  - a) both Contract Managers will try to settle the dispute by direct negotiation
  - b) if unresolved within five (5) Business Days, 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. The date the dispute Notice is issued will be the date of the Notice ("Notice Date")
  - c) if the proposed solution is not accepted by the other Contract Manager within five (5) Business Days of the Notice Date, 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 twenty (20) Business Days of the Notice Date, 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 thirty (30) Business Days of the Notice Date or such other period as agreed by the Parties, and
  - e) If the dispute is not resolved within sixty (60) Business Days of the Notice Date, either the Supplier or the Customer may commence legal proceedings or, by agreement, continue the mediation process for a period agreed by the Parties.
- 18.2 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.
- 18.3 The Supplier and the Customer will each bear their own costs for dispute resolution. The Customer will bear the costs of a mediator.

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

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

### **C.C.19 Transition In**

- 19.1 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**

- 20.1 If the Contract expires or is terminated under 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 Law and Policy**

- 21.1 The Supplier must comply with, and ensure its officers, employees, agents and Subcontractors comply with all laws applicable to the performance of this Contract and warrants that it will not cause the Customer to breach any laws.
- 21.2 The Supplier must comply with, and ensure its officers, employees, agents and Subcontractors comply with any Commonwealth policies relevant to the Goods and/or Services.
- 21.3 The Supplier agrees to provide such reports and other information regarding compliance with applicable law and Commonwealth policy as reasonably requested by the Customer or as otherwise required by applicable law or policy.
- 21.4 If the Supplier becomes aware of any actual or suspected breach of the requirements set out in 21.A to 21.J below, or any other applicable law or Commonwealth policy, it must:
  - a) immediately report it to the Customer and provide a written report on the matter within three (3) Business Days unless otherwise set out in these Terms, and
  - b) comply with any reasonable directions by the Customer in relation to any investigation or further reporting of the actual or suspected breach.

### **21.A Access to Supplier's Premises and Records**

- A.1 The Supplier must maintain and ensure its Subcontractors maintain proper business and accounting records relating to the supply of the Goods and/or Services and performance of the Contract.
- A.2 The Supplier agrees to provide to the Customer, or its nominee, access to the Supplier's or its Subcontractor's premises, personnel, computer systems, 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

## Commonwealth Contract Terms

- the Contract, including in connection with a request made under the *Freedom of Information Act 1982* (Cth) or an audit or review by the Australian National Audit Office.
- A.3 Unless the access is required for an urgent purpose, the Customer will provide reasonable prior notice to the Supplier.
- A.4 If requested by the Supplier, the Customer will reimburse the Supplier's substantiated reasonable cost for complying with the Customer's request, unless the access is required for the purpose of a criminal investigation into the Supplier, its officers, employees, agents or Subcontractors.
- A.5 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.
- 21.B Privacy Act 1988 (Cth) Requirements**
- B.1 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.
- 21.C Notifiable Data Breaches**
- C.1 If the Supplier suspects that there may have been an Eligible Data Breach in relation to any Personal Information held by the Supplier as a result of the Contract, the Supplier must:
- a) immediately report it to the Customer and provide a written report within three (3) Business Days, and
  - b) carry out an assessment in accordance with the requirements of the *Privacy Act 1988* (Cth).
- C.2 Where the Supplier is aware that there has been an Eligible Data Breach in relation to the Contract, the Supplier must:
- a) take all reasonable action to mitigate the risk of the Eligible Data Breach causing serious harm to any individual to whom the Personal Information relates
  - b) take all other action necessary to comply with the requirements of the *Privacy Act 1988* (Cth), and
  - c) take any other action as reasonably directed by the Customer.
- 21.D Personal Information**
- D.1 The Supplier agrees to provide the Customer, or its nominee, relevant information (including personal information) relating to the Supplier, its officers, employees, agents or Subcontractors, for the purposes of preventing, detecting, investigating or dealing with a fraud or security incident relating to a Contract.
- D.2 When providing personal information of a natural person under this clause, the Supplier warrants it will have obtained the consent of or provided reasonable notification to the person in accordance with the *Privacy Act 1988* (Cth).
- D.3 Nothing in these clauses limits or derogates from the Supplier's obligations under the *Privacy Act 1988* (Cth).
- 21.E Confidential Information**
- E.1 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.
- E.2 This obligation will not be breached where:
- a) the relevant information is publicly available (other than through breach of a confidentiality or non-disclosure obligation), or
  - b) the Supplier is required by law, an order of the court or a stock exchange to disclose the relevant information, but any such request must be reported by Notice to the Customer without delay and the text of the disclosure provided in writing to the Customer as soon as practicable.
- E.3 The Customer may at any time require the Supplier to arrange for its officers, 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.
- E.4 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.
- E.5 The Customer will not be in breach of any confidentiality agreement if the Customer discloses the information for the purposes of managing the Contract or if it is required to disclose the information by law, a Minister or a House or Committee of Parliament, or for accountability or reporting purposes.
- 21.F Security and Safety**
- F.1 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.
- F.2 If directed by the Customer, the Supplier and its officers, employees, agents and Subcontractors are required to undertake a security briefing prior to being able to work inside a Commonwealth office, area or facility.
- F.3 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.

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- F.4 The Supplier acknowledges that unauthorised disclosure of security-classified information is an offence. Legislation (including 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.

### 21.G Criminal Code

- G.1 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).
- G.2 The Supplier must ensure that its officers, employees, agents and Subcontractors engaged in connection with the Contract are aware of the information contained in this clause.

### 21.H Fraud

- H.1 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.
- H.2 If an investigation finds that the Supplier or its officers, employees, agents or Subcontractors have committed Fraud, or the Supplier has failed to take reasonable steps to prevent Fraud, the Supplier must reimburse or compensate the Customer in full.

### 21.I Taxation

- I.1 The Supplier agrees to comply, and to require its subcontractors to comply, with all applicable laws relating to taxation.

### 21.J Public Interest Disclosure

- J.1 The Supplier must familiarise itself with the *Public Interest Disclosure Act 2013* (Cth) and acknowledges that public officials, including service providers and their Subcontractors under a Commonwealth contract, who suspect wrongdoing within the Commonwealth public sector may raise their concerns under the *Public Interest Disclosure Act 2013* (Cth).
- J.2 Information for disclosers is available at <https://www.ombudsman.gov.au/Our-responsibilities/making-a-disclosure>.



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## Commonwealth Contracting Suite Glossary and Interpretation

### Glossary

In the Commonwealth Contracting Suite (CCS):

**"Additional Contract Terms"** means the terms and conditions set out in the section of the Approach to Market, RFQ or the Contract as relevant with the heading 'Additional Contract Terms'.

**"Additional DoSO Terms"** means the terms and conditions set out in the section of the DoSO with the heading 'Additional DoSO Terms'.

**"Approach to Market" or "ATM"** means the notice inviting Potential Suppliers to participate in the relevant procurement.

**"Black Economy Policy"** means the *Black economy – increasing the integrity of government procurement: Procurement connected policy guidelines March 2019* available at <https://treasury.gov.au/publication/p2019-4369466>.

**"Business Days"** means a day that is not a Saturday, a Sunday or a public holiday or bank holiday in the place concerned, as defined by the Corporations Act 2001 (Cth), and also excludes the period between Christmas Day and New Year's Day.

**"Closing Time"** means the closing time and date as specified in the Approach to Market.

**"Commonwealth Contracting Suite" or "CCS"** means the suite of proprietary documents developed for Commonwealth procurements.

**"Commonwealth Procurement Rules"** means the legislative instrument issued by the Finance Minister under section 105B of the Public Governance, Performance and Accountability Act 2013 (PGPA Act), which establishes the framework under which entities govern and undertake their own procurement.

**"Confidential Information"** means any information that any Party does not wish to be shared outside those involved in the Contract or Standing Offer Arrangement. It can include anything that has been acquired, developed or made available to any of the Parties in the course of the relationship between the Parties. It includes, but is not limited to, information:

- a) specifically identified as confidential in the Contract or DoSO
- b) where disclosure would cause unreasonable detriment to the owner of the information or another party, or
- c) where the information was provided under an understanding that it would remain confidential.

**"Conflicts of Interest"** means any real or apparent situation where the personal interests of the Supplier, its officers, employees, agents or Subcontractors could improperly influence the Supplier's performance of the Contract or DoSO as relevant.

**"Contract"** means the documents (specified in the Commonwealth Contract Terms or the Commonwealth Purchase Order Terms as relevant) as executed or amended from time to time by agreement in writing between the Supplier and the Customer.

**"Contract Details Schedule"** means the section in a Contract issued under the DoSO with the heading 'Contract Details Schedule'.

**"Contract Manager"** means the 'Contract Manager' for the Customer or Supplier representative (as relevant) specified in the Contract.

**"Contract Price"** means the maximum 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 includes any purchase order number or other Customer reference advised by the Customer's Contract Manager and the name and specified contact details of the Customer's Contract Manager
- b) relates only to the Goods and/or Services that have been accepted by the Customer in accordance with the Contract or a payment or milestone schedule identified in the Contract
- c) is correctly calculated and charged in accordance with the Contract
- d) is for an amount which, together with 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 the party specified in the Contract as the Customer.

**"Deed of Standing Offer" or "DoSO"** means the documents (specified in the Commonwealth DoSO Terms) as executed or amended by agreement in writing between the Lead Customer and the Supplier.

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



## Commonwealth Contracting Suite Glossary and Interpretation

**"DoSO Manager"** means the 'DoSO Manager' for the Lead Customer or Supplier representative (as relevant) specified in the DoSO.

**"Electronic Invoicing"** or **"eInvoicing"** means the automated exchange of invoices directly between the Customer and Supplier's software or financial systems via the Peppol network, as long as both Parties are Peppol eInvoicing enabled.

**"Eligible Data Breach"** means an 'Eligible Data Breach' as defined in the *Privacy Act 1988* (Cth).

**"End Date"** means the date specified in the Contract or DoSO (as relevant) on which the agreement ceases.

**"Fraud"** means dishonestly obtaining a benefit from the Commonwealth or causing a loss to the Commonwealth by deception or other means and includes alleged, attempted, suspected or detected fraud.

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

**"Goods and/or Services"** means:

- a) the Goods and/or Services and any Material, and
- b) all such incidental Goods and/or Services that are reasonably required to achieve the Requirement of the Customer,

as specified in the Contract and, where relevant, offered under a Standing Offer Arrangement.

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

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

**"Indigenous Procurement Policy"** means the procurement connected policy as described at the National Indigenous Australians Agency website <https://www.niaa.gov.au/resource-centre/indigenous-affairs/indigenous-procurement-policy>.

**"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, databases, circuit layouts, patents, inventions, discoveries, know-how, trade secrets and confidential information, but excluding Moral Rights.

**"Lead Customer"** means the party specified in the DoSO as the Lead Customer.

**"Material"** means any material used or 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 or DoSO (as relevant) in writing, from one Contract or DoSO Manager to the other Contract or DoSO Manager (as the case may be), at the postal address, or email address, or facsimile number set out in the Contract or DoSO or as notified by the relevant Party.

**"Peppol"** means the Pan-European Public Procurement On-Line framework as described at the Australian Taxation Office website <https://softwaredevelopers.atofgov.au/einvoicing>.

**"Party"** or **"Parties"** means (as relevant) the Customer and Supplier specified in the Contract or the Lead Customer and Supplier specified in the DoSO.

**"Personal Information"** means information relating to a natural person as defined in the *Privacy Act 1988* (Cth).

**"Potential Customer"** means an Australian Government entity that is identified within the DoSO as being able to use the Standing Offer Arrangement.

**"Potential Supplier"** means any entity who is eligible to respond to an ATM.

**"Pricing Schedule"** means a schedule of maximum pricing rates that a Supplier can offer in an RFQ for Goods and/or Services as set out in the DoSO.

**"Public Interest Certificate"** means a certificate issued under section 22 of the *Government Procurement (Judicial Review) Act 2018* (Cth).

**"Referenced Material"** means any materials referenced in the ATM, including but not limited to, reports, plans, drawings or samples.

**"Request for Quote"** or **"RFQ"** means any notice inviting quotations to provide specific Goods and/or Services under the DoSO.

## Commonwealth Contracting Suite Glossary and Interpretation

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**"Required Capabilities"** means:

- a) in the DoSO ATM, the description of the Lead Customer's required Goods and/or Services. These may be categorised into several descriptions of Required Capabilities;
- b) in the DoSO, the description of the Goods and/or Services that a Supplier is approved to offer.

**"Requirement"** means the description of the Goods and/or Services in:

- a) for the purposes of the Commonwealth ATM Terms, the section of the Approach to Market with the heading 'The Requirement';
- b) for the purposes of the Commonwealth Contract Terms, the section of the Contract with the heading 'The Requirement', or
- c) for the purposes of the Commonwealth Purchase Order Terms, the Customer's purchase order or similar ordering document setting out the Goods and/or Services.

**"Response"** means (information provided by a Potential Supplier or Supplier demonstrating their capacity and capability to:

- a) provide the Requirement under the ATM or Request for Quote, or
- b) meet a Required Capability under the DoSO ATM.

**"Satisfactory"** in relation to the Black Economy Policy only, means the Statement of Tax Record meets the conditions set out in Part 6.b of the Black Economy Policy or, if the circumstances in Part 6.c of the Black Economy Policy apply, the conditions set out in Part 8 of the Black Economy Policy.

**"Specified Personnel"** means personnel specified in the Contract, or who are accepted by the Customer in accordance with clause C.C.13 [Specified Personnel].

**"Standing Offer Arrangement"** means the DoSO arrangement, any Contract that is executed under the DoSO and any other document that applies to it.

**"Standing Offer Details"** means the section of the DoSO with the heading 'Standing Offer Details'.

**"Statement of Requirement"** means the section of the Approach to Market with the heading 'Statement of Requirement'.

**"Statement of Tax Record"** means a statement of tax record issued by the Australian Taxation Office following an application made in accordance with the process set out at <https://www.ato.gov.au/Business/BUS/Statement-of-tax-record/?page=1#Requesting-an-STR>.

**"Statement of Work"** means the section or schedule of the Contract (as the case may be) with the heading 'Statement of Work'.

**"Subcontractor"** means an entity contracted by the Supplier to supply some or all of the Goods and/or Services required under the Contract.

**"Supplier"** means a party specified in the Contract or the DoSO as the Supplier.

**"Valid"** in relation to the Black Economy Policy only, means the Statement of Tax Record is valid in accordance with Part 7.c of the Black Economy Policy.



## Commonwealth Contracting Suite Glossary and Interpretation

### Interpretation

In the Commonwealth Contracting Suite, unless stated otherwise:

- a) if any word or phrase is given a defined meaning, any other part of speech or other grammatical form of that word or phrase has a corresponding meaning
- b) words in the singular include the plural and words in the plural include the singular
- c) the words 'including', 'such as', 'particularly' and similar expressions are not used as and are not intended to be interpreted as words of limitation
- d) a reference to dollars is a reference to Australian dollars
- e) a reference to any legislation or legislative provision includes any statutory modification, substitution or re-enactment of that legislation or legislative provision
- f) clause headings are for reference only and have no effect in limiting or extending the language of the terms to which they refer, and
- g) the following clause references used in Commonwealth Contracting Suite documents refer to that section or part of the relevant CCS document listed in the table below:

Clause Reference	Section / Part	CCS Document
A.A.[x]	Statement of Requirement	CCS Approach to Market (ATM)
A.B.[x]	Commonwealth Approach to Market (ATM) Terms	
A.C.[x]	Additional Contract Terms	
C.A.[x]	Statement of Work	Commonwealth Contract
C.B.[x]	Additional Contract Terms	
C.C.[x]	Commonwealth Contract Terms	
P.C.[x]	Commonwealth Purchase Order Terms	NOTE: Where relevant, this also forms part of a Contract formed under a DoSO.
D.A.[x]	CCS DoSO ATM	Commonwealth Purchase Order Terms
D.B.[x]	Commonwealth DoSO ATM Terms	
D.C.[x]	DoSO ATM Response Form	
D.D.[x]	CCS DoSO	
D.D.3(x)	Additional DoSO Terms	
D.E.[x]	Commonwealth DoSO Terms	
R.A.[x]	Schedule 1 - Statement of Work	CCS DoSO RFQ and Contract
R.B.[x]	Schedule 2 - Additional Contract Terms	
R.C.[x]	Schedule 3 - Supplier's Response Form	
R.D.[x]	Contract Details Schedule	

## 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 Interpretation
- 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

**s 47F**

Name of witness (*print*)

**s 47F**

Signature of delegate

s 47F

**s 47F**

Name of delegate (*print*)

**s 47F**

Position of delegate (*print*)

Senior Adviser

Date:

21 November 2022

*Baird*  
**Executed** by Baird, Marian **ABN** **s 47F** in the presence of:

Signature of witness

**s 47F**

Name of witness (*print*)

**s 47F**

Signature of supplier

**s 47F**

Name of supplier (*print*)

MARIAN BAIRD

Date:

18 November 2022



# Australian Government

## Commonwealth Contract – Services

Reference ID: CD011435

### Customer

Customer Name:	Department of the Prime Minister and Cabinet
Customer ABN:	18 108 001 191
Address:	1 National Circuit Barton ACT 2600

### Supplier

Full Name of the Legal Entity:	Hill, Elizabeth
Supplier ABN:	s 22(1)(a)(ii)
Address:	s 22(1)(a)(ii)



## 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:	Upon contract execution date
Contract Term:	This Contract will terminate on Friday, 9 December 2022
Contract Extension Option:	This Contract includes the following extension option(s): six months.

## C.A.2 The Requirement

The Australian Government has established the Women's Economic Equality Taskforce (Taskforce) to provide independent advice to Government to support the strong gender equality agenda the Government has committed to. The Taskforce is constituted to provide advice that ensures women are at the centre of policy and decision making. The Taskforce will provide advice on a range of issues including, but not limited to, the gender pay gap, addressing gender segregation and promoting gender equality.

To fulfil their remit the Taskforce has been given a research budget that will enable them to meaningfully advise Government on these issues. The Minister for Women and Minister for Social Services have asked to Taskforce to provide advice on upcoming changes to the Paid Parental Leave Scheme. The Taskforce is required to provide advice no later than 16 November 2022 to allow the Department of Social Services and legal drafter's time to incorporate any changes ahead of the introduction of the legislative changes into Parliament in the final week of November.

The Customer has a requirement for the supplier to provide comprehensive and knowledgeable advice, the Taskforce requires research to be conducted urgently to inform their work. The engagement with the supplier will enable the Taskforce to carry out their duties as per their remit to the best of their ability.

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

The Supplier must ensure that any goods and services provided under this Contract comply with all applicable Australian standards and any Australian and international standards specified in this Statement of Work. The Supplier must ensure that it obtains copies of all relevant certifications and maintains records evidencing its compliance with those standards. If requested by the Customer, the Supplier must enable the Customer, or an independent assessor, to conduct periodic audits to confirm compliance with those standards.

#### 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>.

#### Australian Standards

The Supplier must comply with the following Australian Standard(s):

AS Number	Title
Not Specified	Australian Code for the Responsible Conduct of Research, 2018

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### 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 (WHS) 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. For all issues assigned to the Supplier, the Supplier will provide the Customer with a WHS plan for approval and no work will commence until the plan is approved unless agreed in writing by the Customer – if required.

Throughout the Contract Term, the Customer and the Supplier will proactively identify and cooperate to manage any WHS 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
Delivery of the WEET research proposal on PPL	s 22(1)(a)(ii)	weet@pmc.gov.au	16/11/2022

#### **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 Conflicts of Interest relevant to the performance of its obligations under this Contract.

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

For information about how to make a Public Interest Disclosure, please refer to the information provided on the Customer's website:

[https://intranet.ssp.pmc.gov.au/PMC/GOV/Pages/public\\_interest\\_disclosure\\_act\\_procedures.aspx](https://intranet.ssp.pmc.gov.au/PMC/GOV/Pages/public_interest_disclosure_act_procedures.aspx).

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

Name/Position:	Authorised Officer
Email Address:	publicinterestdisclosure@pmc.gov.au
Telephone:	(02) 6271 6588

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

Any complaints relating to this procurement should be referred to:

Name/Position:	Complaints Officer
Email Address:	complaints@pmc.gov.au
Telephone:	(02) 6271 5688



### C.A.3 Contract Price

The maximum Contract Price inclusive of GST and all taxes and charges will not exceed **\$10,000.00** as set out below.

#### Fixed Price (including all expenses)

Due Date	Milestone Description	Total Price GST Exclusive	GST Component	Total Price GST Inclusive
25/11/2022	Delivery	\$9,090.90	\$909.10	\$10,000.00

**Total Fixed Price for Services \$10,000.00 GST Inclusive**

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

Adjustment for contract extension will be in line with established market rates and within the costs considered for the whole-of-life projection for this research.

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

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

Payment was determined on negotiation with the Supplier and the Customer in line with market rates.

## 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: Adviser  
Currently: s 22(1)(a)(ii)  
Telephone: s 22(1)(a)(ii)  
Email Address: weet@pmc.gov.au  
Postal Address: 1 National Circuit  
Barton ACT 2600

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

Addressee Name/Position Title: s 22(1)(a)(ii)  
Telephone: s 22(1)(a)(ii)  
Email Address: [weet@pmc.gov.au](mailto:weet@pmc.gov.au) and [apoperations@pmc.gov.au](mailto:apoperations@pmc.gov.au)  
Postal Address: 1 National Circuit  
Barton ACT 2600

*The Customer's preferred method of invoicing is by email. Please ensure invoices reference the contract ID # CD011435.*

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

Name: s 22(1)(a)(ii)  
Position Title: Adviser  
Telephone: s 22(1)(a)(ii)  
Email Address: weet@pmc.gov.au  
Postal Address: s 22(1)(a)(ii)

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

Name: Elizabeth Hill  
Position Title: Associate Professor  
Email Address: s 22(1)(a)(ii)  
Postal Address: s 22(1)(a)(ii)

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

Elizabeth Hill.

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

None Specified



## **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 Payment Terms**

Where the Customer and the Supplier both have the capability to deliver and receive eInvoices through the Peppol framework and have agreed to use eInvoicing, following receipt of a Correctly Rendered Invoice, including acceptance of the Goods and/or Services by the Customer, 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 following receipt of a Correctly Rendered Invoice, including acceptance of the Goods and/or Services by the Customer, 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.

Where 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 as published on the Australian Taxation Office website [https://www.ato.gov.au/Rates/General-interest-charge-\(GIC\)-rates/](https://www.ato.gov.au/Rates/General-interest-charge-(GIC)-rates/).



## Commonwealth Contract Terms

### **C.C.1 Background**

- 1.1 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 Requirement.
- 1.2 Some terms used in these Commonwealth Contract Terms have been given a special meaning. Their meanings are set out in the Commonwealth Contracting Suite (CCS) Glossary and Interpretation or in the Contract.

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

- 2.1 By virtue of this Contract, neither Party is the employee, agent, officer or partner of the other Party nor authorised to bind or represent the other Party.
- 2.2 Each Party must ensure that its officers, employees, agents or Subcontractors do not represent themselves as being an officer, employee, partner or agent of the other Party.
- 2.3 In all dealings related to the Contract, the Parties agree to:
  - a) communicate openly with each other and cooperate in achieving the contractual objectives
  - b) act honestly and ethically
  - c) comply with reasonable commercial standards of fair conduct
  - 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 Conflicts of Interest**

- 3.1 The Supplier warrants that, other than as previously declared in writing to the Customer at the commencement of the Contract, no Conflicts of Interest exist, relevant to the performance by the Supplier of its obligations under the Contract.
- 3.2 At any time during the term of the Contract, the Customer may require the Supplier to execute a Conflicts of Interest declaration in the form specified by the Customer.
- 3.3 As soon as the Supplier becomes aware that a Conflict of Interest has arisen, or is likely to arise during the term of the Contract, the Supplier will:
  - a) immediately report it to the Customer
  - b) provide the Customer with a written report setting out all relevant information within three (3) Business Days, and
  - c) comply with any reasonable requirements notified by the Customer relating to the Conflict of Interest.

- 3.4 If the Supplier fails to notify the Customer as set out in this clause or does not comply with the Customer's reasonable requirements to resolve or manage Conflicts of Interest, the Customer may terminate or reduce the scope of the Contract in accordance with C.C.16 [Termination for Cause].

### **C.C.4 Precedence of Documents**

- 4.1 The Contract is comprised of:
  - a) Additional Contract Terms (if any)
  - b) if the Contract is issued under a DoSO, the Contract Details Schedule
  - c) Statement of Work
  - d) Commonwealth Contract Terms
  - e) CCS Glossary and Interpretation, and
  - f) additional Contract annexes (if any), unless otherwise agreed in writing between the Parties.
- 4.2 If there is ambiguity or inconsistency between documents comprising the Contract, the document appearing higher in the list will have precedence to the extent of the ambiguity or inconsistency.
- 4.3 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**

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

### **C.C.6 Entire Agreement**

- 6.1 The Contract represents the Parties' entire agreement in relation to the subject matter, at the time this Contract was executed.
- 6.2 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 or the RFQ as relevant remain correct.
- 6.3 Any agreement or understanding to vary or extend the Contract will not be legally binding upon either Party unless in writing and agreed by both Parties.
- 6.4 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**

- 7.1 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], and C.C.21 [Compliance with Law and Policy], survive termination or expiry of the Contract.

### **C.C.8 Notices**

- 8.1 A Notice is deemed to be delivered:
  - a) if delivered by hand - on delivery to the relevant address
  - b) if sent by registered post - on delivery to the relevant address, or



## Commonwealth Contract Terms

- c) if transmitted by email or other electronic means when it becomes capable of being retrieved by the addressee at the relevant email or other electronic address.
- 8.2 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 delivered on the next working day in that place.

### **C.C.9 Assignment**

- 9.1 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.
- 9.2 To decline consent, the Customer must provide a Notice to the Supplier, setting out its reasons, within twenty (20) Business Days, or such other time as agreed between the Parties, of receiving the Notice seeking consent. Otherwise, the Customer is taken to have consented.

### **C.C.10 Subcontracting**

- 10.1 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.
- 10.2 The Supplier must ensure that Subcontractors specified in the Contract (if any) perform that part of the Services specified in the Contract. The Supplier must not subcontract any part of its obligations under the Contract, or replace approved Subcontractors, without prior written consent of the Customer. The Customer's written consent will not be unreasonably withheld.
- 10.3 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.
- 10.4 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.
- 10.5 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**

- 11.1 The Supplier must provide the Goods and/or Services as specified in the Contract and meet any requirements and standard specified in the Contract.
- 11.2 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 Contract and advise the Customer when it will be able to do so.

- 11.3 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 Contract.
- 11.4 The Customer may reject the Goods and/or Services within ten (10) Business Days after delivery or such longer period specified in the Contract ("Acceptance Period"), if the Goods and/or Services do not comply with the requirements of the Contract.
- 11.5 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).
- 11.6 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.
- 11.7 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**

- 12.1 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.
- 12.2 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.
- 12.3 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**

- 13.1 The Supplier must ensure that the Specified Personnel set out in the Contract (if any) perform

## Commonwealth Contract Terms

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.

- 13.2 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.
- 13.3 Any Specified Personnel must be replaced with personnel that are acceptable to the Customer.

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

- 14.1 The Supplier will indemnify the Customer for any damage claim, cost or loss resulting from any negligent or wilful breach of its obligations or representations under the Contract by the Supplier or its officers, employees, agents or Subcontractors.
- 14.2 The Supplier's obligation to indemnify the Customer will reduce proportionally to the extent that the Customer has contributed to the claim, cost or loss.
- 14.3 Where the Supplier is a member of a scheme operating under Schedule 4 of the *Civil Law (Wrongs) Act 2002* (ACT), or any corresponding Commonwealth, State, Territory or legislation that limits civil liability arising from the performance of their professional services, and where that scheme applies to the Goods and/or Services delivered under the Contract, the Supplier's liability under this clause shall not exceed the maximum amount specified by that scheme or legislation.
- 14.4 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**

- 15.1 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.
- 15.2 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.
- 15.3 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.

- 15.4 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 C.C.11 [Delivery and Acceptance] and the Contract before the effective date of termination or reduction.
- 15.5 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.
- 15.6 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**

- 16.1 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 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).
- 16.2 Termination of the Contract under this clause does not change the Customer's obligation to pay any Correctly Rendered Invoice.



## Commonwealth Contract Terms

### **C.C.17 Supplier Payments**

- 17.1 If the Supplier is required to submit an invoice to trigger payment, the invoice must be a Correctly Rendered Invoice.
- 17.2 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.
- 17.3 Payment of any invoice is payment on account only, and does not substantiate performance of the Contract.
- 17.4 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**

- 18.1 For any dispute arising under the Contract both the Supplier and the Customer agree to comply with (a) to (e) of this clause sequentially:
  - a) both Contract Managers will try to settle the dispute by direct negotiation
  - b) if unresolved within five (5) Business Days, 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. The date the dispute Notice is issued will be the date of the Notice ("Notice Date")
  - c) if the proposed solution is not accepted by the other Contract Manager within five (5) Business Days of the Notice Date, 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 twenty (20) Business Days of the Notice Date, 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 thirty (30) Business Days of the Notice Date or such other period as agreed by the Parties, and
  - e) If the dispute is not resolved within sixty (60) Business Days of the Notice Date, either the Supplier or the Customer may commence legal proceedings or, by agreement, continue the mediation process for a period agreed by the Parties.
- 18.2 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.
- 18.3 The Supplier and the Customer will each bear their own costs for dispute resolution. The Customer will bear the costs of a mediator.

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

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

### **C.C.19 Transition In**

- 19.1 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**

- 20.1 If the Contract expires or is terminated under 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 Law and Policy**

- 21.1 The Supplier must comply with, and ensure its officers, employees, agents and Subcontractors comply with all laws applicable to the performance of this Contract and warrants that it will not cause the Customer to breach any laws.
- 21.2 The Supplier must comply with, and ensure its officers, employees, agents and Subcontractors comply with any Commonwealth policies relevant to the Goods and/or Services.
- 21.3 The Supplier agrees to provide such reports and other information regarding compliance with applicable law and Commonwealth policy as reasonably requested by the Customer or as otherwise required by applicable law or policy.
- 21.4 If the Supplier becomes aware of any actual or suspected breach of the requirements set out in 21.A to 21.J below, or any other applicable law or Commonwealth policy, it must:
  - a) immediately report it to the Customer and provide a written report on the matter within three (3) Business Days unless otherwise set out in these Terms, and
  - b) comply with any reasonable directions by the Customer in relation to any investigation or further reporting of the actual or suspected breach.

### **21.A Access to Supplier's Premises and Records**

- A.1 The Supplier must maintain and ensure its Subcontractors maintain proper business and accounting records relating to the supply of the Goods and/or Services and performance of the Contract.
- A.2 The Supplier agrees to provide to the Customer, or its nominee, access to the Supplier's or its Subcontractor's premises, personnel, computer systems, 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



## Commonwealth Contract Terms

- the Contract, including in connection with a request made under the *Freedom of Information Act 1982* (Cth) or an audit or review by the Australian National Audit Office.
- A.3 Unless the access is required for an urgent purpose, the Customer will provide reasonable prior notice to the Supplier.
- A.4 If requested by the Supplier, the Customer will reimburse the Supplier's substantiated reasonable cost for complying with the Customer's request, unless the access is required for the purpose of a criminal investigation into the Supplier, its officers, employees, agents or Subcontractors.
- A.5 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.
- 21.B Privacy Act 1988 (Cth) Requirements**
- B.1 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.
- 21.C Notifiable Data Breaches**
- C.1 If the Supplier suspects that there may have been an Eligible Data Breach in relation to any Personal Information held by the Supplier as a result of the Contract, the Supplier must:
- a) immediately report it to the Customer and provide a written report within three (3) Business Days, and
  - b) carry out an assessment in accordance with the requirements of the *Privacy Act 1988* (Cth).
- C.2 Where the Supplier is aware that there has been an Eligible Data Breach in relation to the Contract, the Supplier must:
- a) take all reasonable action to mitigate the risk of the Eligible Data Breach causing serious harm to any individual to whom the Personal Information relates
  - b) take all other action necessary to comply with the requirements of the *Privacy Act 1988* (Cth), and
  - c) take any other action as reasonably directed by the Customer.
- 21.D Personal Information**
- D.1 The Supplier agrees to provide the Customer, or its nominee, relevant information (including personal information) relating to the Supplier, its officers, employees, agents or Subcontractors, for the purposes of preventing, detecting, investigating or dealing with a fraud or security incident relating to a Contract.
- D.2 When providing personal information of a natural person under this clause, the Supplier warrants it will have obtained the consent of or provided reasonable notification to the person in accordance with the *Privacy Act 1988* (Cth).
- D.3 Nothing in these clauses limits or derogates from the Supplier's obligations under the *Privacy Act 1988* (Cth).
- 21.E Confidential Information**
- E.1 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.
- E.2 This obligation will not be breached where:
- a) the relevant information is publicly available (other than through breach of a confidentiality or non-disclosure obligation), or
  - b) the Supplier is required by law, an order of the court or a stock exchange to disclose the relevant information, but any such request must be reported by Notice to the Customer without delay and the text of the disclosure provided in writing to the Customer as soon as practicable.
- E.3 The Customer may at any time require the Supplier to arrange for its officers, 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.
- E.4 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.
- E.5 The Customer will not be in breach of any confidentiality agreement if the Customer discloses the information for the purposes of managing the Contract or if it is required to disclose the information by law, a Minister or a House or Committee of Parliament, or for accountability or reporting purposes.
- 21.F Security and Safety**
- F.1 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.
- F.2 If directed by the Customer, the Supplier and its officers, employees, agents and Subcontractors are required to undertake a security briefing prior to being able to work inside a Commonwealth office, area or facility.
- F.3 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.

## Commonwealth Contract Terms

- F.4 The Supplier acknowledges that unauthorised disclosure of security-classified information is an offence. Legislation (including 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.

### 21.G Criminal Code

- G.1 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).
- G.2 The Supplier must ensure that its officers, employees, agents and Subcontractors engaged in connection with the Contract are aware of the information contained in this clause.

### 21.H Fraud

- H.1 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.
- H.2 If an investigation finds that the Supplier or its officers, employees, agents or Subcontractors have committed Fraud, or the Supplier has failed to take reasonable steps to prevent Fraud, the Supplier must reimburse or compensate the Customer in full.

### 21.I Taxation

- I.1 The Supplier agrees to comply, and to require its subcontractors to comply, with all applicable laws relating to taxation.

### 21.J Public Interest Disclosure

- J.1 The Supplier must familiarise itself with the *Public Interest Disclosure Act 2013* (Cth) and acknowledges that public officials, including service providers and their Subcontractors under a Commonwealth contract, who suspect wrongdoing within the Commonwealth public sector may raise their concerns under the *Public Interest Disclosure Act 2013* (Cth).
- J.2 Information for disclosers is available at <https://www.ombudsman.gov.au/Our-responsibilities/making-a-disclosure>.



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## Commonwealth Contracting Suite Glossary and Interpretation

### Glossary

In the Commonwealth Contracting Suite (CCS):

**"Additional Contract Terms"** means the terms and conditions set out in the section of the Approach to Market, RFQ or the Contract as relevant with the heading 'Additional Contract Terms'.

**"Additional DoSO Terms"** means the terms and conditions set out in the section of the DoSO with the heading 'Additional DoSO Terms'.

**"Approach to Market" or "ATM"** means the notice inviting Potential Suppliers to participate in the relevant procurement.

**"Black Economy Policy"** means the *Black economy – increasing the integrity of government procurement: Procurement connected policy guidelines March 2019* available at <https://treasury.gov.au/publication/p2019-4369466>.

**"Business Days"** means a day that is not a Saturday, a Sunday or a public holiday or bank holiday in the place concerned, as defined by the Corporations Act 2001 (Cth), and also excludes the period between Christmas Day and New Year's Day.

**"Closing Time"** means the closing time and date as specified in the Approach to Market.

**"Commonwealth Contracting Suite" or "CCS"** means the suite of proprietary documents developed for Commonwealth procurements.

**"Commonwealth Procurement Rules"** means the legislative instrument issued by the Finance Minister under section 105B of the Public Governance, Performance and Accountability Act 2013 (PGPA Act), which establishes the framework under which entities govern and undertake their own procurement.

**"Confidential Information"** means any information that any Party does not wish to be shared outside those involved in the Contract or Standing Offer Arrangement. It can include anything that has been acquired, developed or made available to any of the Parties in the course of the relationship between the Parties. It includes, but is not limited to, information:

- a) specifically identified as confidential in the Contract or DoSO
- b) where disclosure would cause unreasonable detriment to the owner of the information or another party, or
- c) where the information was provided under an understanding that it would remain confidential.

**"Conflicts of Interest"** means any real or apparent situation where the personal interests of the Supplier, its officers, employees, agents or Subcontractors could improperly influence the Supplier's performance of the Contract or DoSO as relevant.

**"Contract"** means the documents (specified in the Commonwealth Contract Terms or the Commonwealth Purchase Order Terms as relevant) as executed or amended from time to time by agreement in writing between the Supplier and the Customer.

**"Contract Details Schedule"** means the section in a Contract issued under the DoSO with the heading 'Contract Details Schedule'.

**"Contract Manager"** means the 'Contract Manager' for the Customer or Supplier representative (as relevant) specified in the Contract.

**"Contract Price"** means the maximum 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 includes any purchase order number or other Customer reference advised by the Customer's Contract Manager and the name and specified contact details of the Customer's Contract Manager
- b) relates only to the Goods and/or Services that have been accepted by the Customer in accordance with the Contract or a payment or milestone schedule identified in the Contract
- c) is correctly calculated and charged in accordance with the Contract
- d) is for an amount which, together with 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 the party specified in the Contract as the Customer.

**"Deed of Standing Offer" or "DoSO"** means the documents (specified in the Commonwealth DoSO Terms) as executed or amended by agreement in writing between the Lead Customer and the Supplier.

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



## Commonwealth Contracting Suite Glossary and Interpretation

**"DoSO Manager"** means the 'DoSO Manager' for the Lead Customer or Supplier representative (as relevant) specified in the DoSO.

**"Electronic Invoicing"** or **"eInvoicing"** means the automated exchange of invoices directly between the Customer and Supplier's software or financial systems via the Peppol network, as long as both Parties are Peppol eInvoicing enabled.

**"Eligible Data Breach"** means an 'Eligible Data Breach' as defined in the *Privacy Act 1988* (Cth).

**"End Date"** means the date specified in the Contract or DoSO (as relevant) on which the agreement ceases.

**"Fraud"** means dishonestly obtaining a benefit from the Commonwealth or causing a loss to the Commonwealth by deception or other means and includes alleged, attempted, suspected or detected fraud.

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

**"Goods and/or Services"** means:

- a) the Goods and/or Services and any Material, and
- b) all such incidental Goods and/or Services that are reasonably required to achieve the Requirement of the Customer,

as specified in the Contract and, where relevant, offered under a Standing Offer Arrangement.

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

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

**"Indigenous Procurement Policy"** means the procurement connected policy as described at the National Indigenous Australians Agency website <https://www.niaa.gov.au/resource-centre/indigenous-affairs/indigenous-procurement-policy>.

**"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, databases, circuit layouts, patents, inventions, discoveries, know-how, trade secrets and confidential information, but excluding Moral Rights.

**"Lead Customer"** means the party specified in the DoSO as the Lead Customer.

**"Material"** means any material used or 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 or DoSO (as relevant) in writing, from one Contract or DoSO Manager to the other Contract or DoSO Manager (as the case may be), at the postal address, or email address, or facsimile number set out in the Contract or DoSO or as notified by the relevant Party.

**"Peppol"** means the Pan-European Public Procurement On-Line framework as described at the Australian Taxation Office website <https://softwaredevelopers.atofgov.au/einvoicing>.

**"Party"** or **"Parties"** means (as relevant) the Customer and Supplier specified in the Contract or the Lead Customer and Supplier specified in the DoSO.

**"Personal Information"** means information relating to a natural person as defined in the *Privacy Act 1988* (Cth).

**"Potential Customer"** means an Australian Government entity that is identified within the DoSO as being able to use the Standing Offer Arrangement.

**"Potential Supplier"** means any entity who is eligible to respond to an ATM.

**"Pricing Schedule"** means a schedule of maximum pricing rates that a Supplier can offer in an RFQ for Goods and/or Services as set out in the DoSO.

**"Public Interest Certificate"** means a certificate issued under section 22 of the *Government Procurement (Judicial Review) Act 2018* (Cth).

**"Referenced Material"** means any materials referenced in the ATM, including but not limited to, reports, plans, drawings or samples.

**"Request for Quote"** or **"RFQ"** means any notice inviting quotations to provide specific Goods and/or Services under the DoSO.

## Commonwealth Contracting Suite Glossary and Interpretation

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**"Required Capabilities"** means:

- a) in the DoSO ATM, the description of the Lead Customer's required Goods and/or Services. These may be categorised into several descriptions of Required Capabilities;
- b) in the DoSO, the description of the Goods and/or Services that a Supplier is approved to offer.

**"Requirement"** means the description of the Goods and/or Services in:

- a) for the purposes of the Commonwealth ATM Terms, the section of the Approach to Market with the heading 'The Requirement';
- b) for the purposes of the Commonwealth Contract Terms, the section of the Contract with the heading 'The Requirement', or
- c) for the purposes of the Commonwealth Purchase Order Terms, the Customer's purchase order or similar ordering document setting out the Goods and/or Services.

**"Response"** means (information provided by a Potential Supplier or Supplier demonstrating their capacity and capability to:

- a) provide the Requirement under the ATM or Request for Quote, or
- b) meet a Required Capability under the DoSO ATM.

**"Satisfactory"** in relation to the Black Economy Policy only, means the Statement of Tax Record meets the conditions set out in Part 6.b of the Black Economy Policy or, if the circumstances in Part 6.c of the Black Economy Policy apply, the conditions set out in Part 8 of the Black Economy Policy.

**"Specified Personnel"** means personnel specified in the Contract, or who are accepted by the Customer in accordance with clause C.C.13 [Specified Personnel].

**"Standing Offer Arrangement"** means the DoSO arrangement, any Contract that is executed under the DoSO and any other document that applies to it.

**"Standing Offer Details"** means the section of the DoSO with the heading 'Standing Offer Details'.

**"Statement of Requirement"** means the section of the Approach to Market with the heading 'Statement of Requirement'.

**"Statement of Tax Record"** means a statement of tax record issued by the Australian Taxation Office following an application made in accordance with the process set out at <https://www.ato.gov.au/Business/BUS/Statement-of-tax-record/?page=1#Requesting-an-STR>.

**"Statement of Work"** means the section or schedule of the Contract (as the case may be) with the heading 'Statement of Work'.

**"Subcontractor"** means an entity contracted by the Supplier to supply some or all of the Goods and/or Services required under the Contract.

**"Supplier"** means a party specified in the Contract or the DoSO as the Supplier.

**"Valid"** in relation to the Black Economy Policy only, means the Statement of Tax Record is valid in accordance with Part 7.c of the Black Economy Policy.



## Commonwealth Contracting Suite Glossary and Interpretation

### Interpretation

In the Commonwealth Contracting Suite, unless stated otherwise:

- a) if any word or phrase is given a defined meaning, any other part of speech or other grammatical form of that word or phrase has a corresponding meaning
- b) words in the singular include the plural and words in the plural include the singular
- c) the words 'including', 'such as', 'particularly' and similar expressions are not used as and are not intended to be interpreted as words of limitation
- d) a reference to dollars is a reference to Australian dollars
- e) a reference to any legislation or legislative provision includes any statutory modification, substitution or re-enactment of that legislation or legislative provision
- f) clause headings are for reference only and have no effect in limiting or extending the language of the terms to which they refer, and
- g) the following clause references used in Commonwealth Contracting Suite documents refer to that section or part of the relevant CCS document listed in the table below:

Clause Reference	Section / Part	CCS Document
A.A.[x]	Statement of Requirement	CCS Approach to Market (ATM)
A.B.[x]	Commonwealth Approach to Market (ATM) Terms	
A.C.[x]	Additional Contract Terms	
C.A.[x]	Statement of Work	Commonwealth Contract
C.B.[x]	Additional Contract Terms	
C.C.[x]	Commonwealth Contract Terms	
P.C.[x]	Commonwealth Purchase Order Terms	NOTE: Where relevant, this also forms part of a Contract formed under a DoSO.
D.A.[x]	CCS DoSO ATM	Commonwealth Purchase Order Terms
D.B.[x]	Commonwealth DoSO ATM Terms	
D.C.[x]	DoSO ATM Response Form	
D.D.[x]	CCS DoSO	
D.D.3(x)	Additional DoSO Terms	
D.E.[x]	Commonwealth DoSO Terms	
R.A.[x]	Schedule 1 - Statement of Work	CCS DoSO RFQ and Contract
R.B.[x]	Schedule 2 - Additional Contract Terms	
R.C.[x]	Schedule 3 - Supplier's Response Form	
R.D.[x]	Contract Details Schedule	



## 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 Interpretation
- 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

s 22(1)(a)(ii)

Signature of delegate

s 22(1)(a)(ii)

Name of witness (*print*)

s 22(1)(a)(ii)

Name of delegate (*print*)

s 22(1)(a)(ii)

Position of delegate (*print*)

Senior Adviser

Date:

21 November 2022

**Executed** by Hill, Elizabeth **ABN** 70 038 326 498 in the presence of:

Signature of witness

s 22(1)(a)(ii)

Signature of supplier

s 22(1)(a)(ii)

Name of witness (*print*)

s 22(1)(a)(ii)

Name of supplier (*print*)

ELIZABETH HILL

Date:

17/11/2022

# TAX INVOICE

**From:**

Elizabeth Hill

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

s 22(1)(a)(ii)

**Bill To:**

s 22(1)(a)(ii)

Department of the Prime Minister and Cabinet

ABN: 18 108 001 191

1 National Circuit

Barton ACT 2600

[weet@pmc.gov.au](mailto:weet@pmc.gov.au) and [apoperations@pmc.gov.au](mailto:apoperations@pmc.gov.au)

**Contract ID: CD011435**

25<sup>th</sup> November 2022

**Description of work:** 30 page research report and two briefings to the WEET to inform the Albanese Labor government's proposed changes to the Federal Government's Paid Parental Leave (PPL) scheme, 2023–2026.

**TOTAL: \$10,000 (incl. GST)**

s 22(1)(a)(ii)

Associate Professor Elizabeth Hill

Bank details:

s 47G(1)

## CONTRACT VARIATION FORM

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### CONTRACT AMENDMENT #1

**TO CONTRACT:** Strategic Advice and Review Services  
**CONTRACT REFERENCE ID:** CD011436  
**AUSTENDER CONTRACT ID:** CN3931732

**For the provision of:**  
for the provision of advice on the optimal paid parental leave policy design.

### Customer

**Customer Name:** Department of the Prime Minister and Cabinet  
**Customer ABN:** 18 108 001 191  
**Address:** 1 National Circuit, Barton ACT 2600  
**Contact Officer:** s 47F  
**Position:** Senior Adviser  
**Branch/Division:** Women's Economic Policy, Office for Women  
**Telephone:** s 47F  
**Email Address:** s 47F

### Supplier

**Supplier Name:** Marian Baird  
**Supplier ABN:** s 47F  
**Address:** s 47F  
**Email Address:** s 47F



## Contract Details

The Contract changes as agreed by the Customer and the Supplier by email are as follows:

### Contract Term

Current Contract End Date:	9/12/2022
New End Date:	9/06/2023

### Contract Value

	Contract Value (GST exclusive)	GST	Total Contract Value (GST Inclusive)
Previous Contract Value (AUD)	\$9,090.90	\$909.09	\$10,000.00
Amendment Value (AUD)	\$27,272.73	\$2,727.27	\$30,000.00
New Contract Value (AUD)	\$36,636.36	\$3,636.36	\$40,000.00

### Other Administrative Contract Changes

Clause Referen ce and Title	Old Text	Proposed New Text
The Require ment (C.A.2)	<p>The Australian Government has established the Women's Economic Equality Taskforce (Taskforce) to provide independent advice to Government to support the strong gender equality agenda the Government has committed to. The Taskforce is constituted to provide advice that ensures women are at the centre of policy and decision making. The Taskforce will provide advice on a range of issues including, but not limited to, the gender pay gap, addressing gender segregation and promoting gender equality.</p>	<p>The Australian Government has established the Women's Economic Equality Taskforce (Taskforce) to provide independent advice to Government to support the strong gender equality agenda the Government has committed to. The Taskforce is constituted to provide advice that ensures women are at the centre of policy and decision making. The Taskforce will provide advice on a range of issues including, but not limited to, the gender pay gap, addressing gender segregation and promoting gender equality.</p>
	<p>To fulfil their remit the Taskforce has been given a research budget that will enable them to meaningfully advise Government on these issues. The Minister for Women and Minister for Social Services have asked to Taskforce to provide advice on upcoming changes to the Paid Parental Leave Scheme. The Taskforce is required to provide advice no later than 16 November 2022 to allow the Department of Social Services and legal drafter's</p>	<p>The Customer has an urgent requirement for the Supplier to provide comprehensive and knowledgeable advice. The engagement with the Supplier will enable the Taskforce to carry out their duties as per their remit to the best of their ability.</p> <p>To fulfil their remit, the Taskforce has been given a research budget that will enable them to meaningfully advise Government on these issues.</p>

	<p>time to incorporate any changes ahead of the introduction of the legislative changes into Parliament in the final week of November.</p> <p>The Customer has a requirement for the supplier to provide comprehensive and knowledgeable advice, the Taskforce requires research to be conducted urgently to inform their work. The engagement with the supplier will enable the Taskforce to carry out their duties as per their remit to the best of their ability.</p>	<p>The Minister for Women and Minister for Social Services have asked the Taskforce to provide advice on upcoming changes to the Paid Parental Leave (PPL) Scheme. The Taskforce is required to provide their first tranche of PPL advice no later than 16 November 2022, to allow the Department of Social Services and legal drafter's time to incorporate any changes ahead of the introduction of the legislative changes into Parliament in November 2022.</p> <p>The Supplier will be required to provide their second tranche of PPL research in May 2023 to inform the next tranche of PPL legislative changes; with early findings to be provided to the WEET and Government on an ad hoc basis before 1 March 2023, to inform the development of the National Strategy to Achieve Gender Equality.</p>																
Delivery and Acceptance (C.A.2(d))	<p>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].</p> <p>The Supplier will refund all payments related to the rejected deliverables unless the relevant deliverables are rectified and accepted by the Customer.</p> <p>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].</p> <table><tr><th>Milestone Description</th><th>Contact for Delivery</th><th>Delivery Location/Email</th><th>Due Date</th></tr><tr><td>Delivery of the first</td><td>S 47F</td><td>weet@pmc.gov.au</td><td>16/11/2022</td></tr></table>	Milestone Description	Contact for Delivery	Delivery Location/Email	Due Date	Delivery of the first	S 47F	weet@pmc.gov.au	16/11/2022	<p>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].</p> <p>The Supplier will refund all payments related to the rejected deliverables unless the relevant deliverables are rectified and accepted by the Customer.</p> <p>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].</p> <table><tr><th>Milestone Description</th><th>Contact for Delivery</th><th>Delivery Location/Email</th><th>Due Date</th></tr><tr><td>Delivery of the first</td><td>S 47F</td><td>weet@pmc.gov.au</td><td>16/11/2022</td></tr></table>	Milestone Description	Contact for Delivery	Delivery Location/Email	Due Date	Delivery of the first	S 47F	weet@pmc.gov.au	16/11/2022
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### Description of Contract Changes

The Department of the Prime Minister and Cabinet will receive a second tranche of research undertaken on Paid Parental Leave, which will inform the Women's Economic Equality Taskforce's second tranche of advice to Government.

Signed for and on behalf of the Commonwealth of Australia as represented by Department of the Prime Minister and Cabinet

#### Customer's Contract Manager

Name:

Signature:

Date:

s 47F

9 December 2022

Signed for and on behalf of Marian Baird

#### Supplier's Contract Manager

Name:

Position:

Signature:

Date:

Marian Baird

Professor

s 47F

8 December 2022

## CONTRACT VARIATION FORM

---

### CONTRACT AMENDMENT #1

**TO CONTRACT:** Strategic Advice and Review Services  
**CONTRACT REFERENCE ID:** CD011435  
**AUSTENDER CONTRACT ID:** CN3931733

**For the provision of:**

for the provision of advice on the optimal paid parental leave policy design.

### Customer

**Customer Name:** Department of the Prime Minister and Cabinet  
**Customer ABN:** 18 108 001 191  
**Address:** 1 National Circuit, Barton ACT 2600  
**Contact Officer:** s 22(1)(a)(ii)  
**Position:** Senior Adviser  
**Branch/Division:** Women's Economic Policy, Office for Women  
**Telephone:** s 22(1)(a)(ii)  
**Email Address:** s 22(1)(a)(ii)

### Supplier

**Supplier Name:** Elizabeth Hill  
**Supplier ABN:** s 22(1)(a)(ii)  
**Address:** s 22(1)(a)(ii)  
**Email Address:** s 22(1)(a)(ii)

## Contract Details

The Contract changes as agreed by the Customer and the Supplier by email are as follows:

### Contract Term

Current Contract End Date:	9/12/2022
New End Date:	9/06/2023

### Contract Value

	Contract Value (GST exclusive)	GST	Total Contract Value (GST Inclusive)
Previous Contract Value (AUD)	\$9,090.90	\$909.09	\$10,000.00
Amendment Value (AUD)	\$27,272.73	\$2,727.27	\$30,000.00
New Contract Value (AUD)	\$36,636.36	\$3,636.36	\$40,000.00

### Other Administrative Contract Changes

Clause Referen ce and Title	Old Text	Proposed New Text
The Require ment (C.A.2)	<p>The Australian Government has established the Women's Economic Equality Taskforce (Taskforce) to provide independent advice to Government to support the strong gender equality agenda the Government has committed to. The Taskforce is constituted to provide advice that ensures women are at the centre of policy and decision making. The Taskforce will provide advice on a range of issues including, but not limited to, the gender pay gap, addressing gender segregation and promoting gender equality.</p>	<p>The Australian Government has established the Women's Economic Equality Taskforce (Taskforce) to provide independent advice to Government to support the strong gender equality agenda the Government has committed to. The Taskforce is constituted to provide advice that ensures women are at the centre of policy and decision making. The Taskforce will provide advice on a range of issues including, but not limited to, the gender pay gap, addressing gender segregation and promoting gender equality.</p>
	<p>To fulfil their remit the Taskforce has been given a research budget that will enable them to meaningfully advise Government on these issues. The Minister for Women and Minister for Social Services have asked to Taskforce to provide advice on upcoming changes to the Paid Parental Leave Scheme. The Taskforce is required to provide advice no later than 16 November 2022 to allow the Department of Social Services and legal drafter's</p>	<p>The Customer has an urgent requirement for the Supplier to provide comprehensive and knowledgeable advice. The engagement with the Supplier will enable the Taskforce to carry out their duties as per their remit to the best of their ability.</p> <p>To fulfil their remit, the Taskforce has been given a research budget that will enable them to meaningfully advise Government on these issues.</p>



	<p>time to incorporate any changes ahead of the introduction of the legislative changes into Parliament in the final week of November.</p> <p>The Customer has a requirement for the supplier to provide comprehensive and knowledgeable advice, the Taskforce requires research to be conducted urgently to inform their work. The engagement with the supplier will enable the Taskforce to carry out their duties as per their remit to the best of their ability.</p>	<p>The Minister for Women and Minister for Social Services have asked the Taskforce to provide advice on upcoming changes to the Paid Parental Leave (PPL) Scheme. The Taskforce is required to provide their first tranche of PPL advice no later than 16 November 2022, to allow the Department of Social Services and legal drafter's time to incorporate any changes ahead of the introduction of the legislative changes into Parliament in November 2022.</p> <p>The Supplier will be required to provide their second tranche of PPL research in May 2023 to inform the next tranche of PPL legislative changes; with early findings to be provided to the WEET and Government on an ad hoc basis before 1 March 2023, to inform the development of the National Strategy to Achieve Gender Equality.</p>																
Delivery and Acceptance (C.A.2(d))	<p>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].</p> <p>The Supplier will refund all payments related to the rejected deliverables unless the relevant deliverables are rectified and accepted by the Customer.</p> <p>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].</p> <table><tr><th>Milestone Description</th><th>Contact for Delivery</th><th>Delivery Location/Email</th><th>Due Date</th></tr><tr><td>Delivery of the first</td><td>s 22(1)(a)(ii)</td><td>weet@pmc.gov.au</td><td>16/11/2022</td></tr></table>	Milestone Description	Contact for Delivery	Delivery Location/Email	Due Date	Delivery of the first	s 22(1)(a)(ii)	weet@pmc.gov.au	16/11/2022	<p>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].</p> <p>The Supplier will refund all payments related to the rejected deliverables unless the relevant deliverables are rectified and accepted by the Customer.</p> <p>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].</p> <table><tr><th>Milestone Description</th><th>Contact for Delivery</th><th>Delivery Location/Email</th><th>Due Date</th></tr><tr><td>Delivery of the first</td><td>s 22(1)(a)(ii)</td><td>weet@pmc.gov.au</td><td>16/11/2022</td></tr></table>	Milestone Description	Contact for Delivery	Delivery Location/Email	Due Date	Delivery of the first	s 22(1)(a)(ii)	weet@pmc.gov.au	16/11/2022
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**Signed** for and on behalf of the **Commonwealth of Australia** as represented by Department of the Prime Minister and Cabinet

### Customer's Contract Manager

Name:

s 22(1)(a)(ii)

Signature:

Date:

9 December 2022

**Signed** for and on behalf of Elizabeth Hill

### Supplier's Contract Manager

Name:

Elizabeth Hill

Position:

Associate Professor

Signature:

s 22(1)(a)(ii)

Date:

8 December 2022





# **Paid parental leave for future families: The voices of Australian parents**

**Marian Baird and Elizabeth Hill**

Paid Parental Leave Phase 2 Research Prepared for the Women's Economic Equality Taskforce  
28 April 2023

**Dr Marian Baird AO FASSA** is Professor of Gender and Employment Relations, a Fellow of the Academy of Social Sciences in Australia, Director of the Women, Work and Policy Research Group at the University of Sydney Business School and co-convenor of the Body@Work Project. Marian is an internationally recognised scholar on women and work over the life course. Her work has a particular focus on the interaction of government and workplace policies on women's labour market attachment and women's economic empowerment. Marian is Chief Investigator at the Centre of Excellence in Population Ageing Research where she examines how workplaces can better accommodate older workers and their care commitments. Marian's research contributed to the development of Australia's first paid parental leave scheme, and she continues to engage with government, industry and unions to promote and develop equitable and productive workplaces.

**Dr Elizabeth Hill** is Associate Professor in the Department of Political Economy at the University of Sydney. She is Deputy Director of the Gender Equality in Working Life (GEWL) Research Initiative, co-convenor of the Australian Work and Family Policy Roundtable and co-convenor of the Body@Work Project. As a leading researcher on the future of women, work and care in Australia and the Asian region, she has collaborated on research into gender equality, work and care with leading national and international institutions, including the International Labour Organization and UN Women. Elizabeth's research focuses on how economic institutions shape women's paid work, unpaid care and the care workforce, especially as they change in response to the rapidly evolving dynamics of the global political economy. Elizabeth has served as a non-executive director on a number of non-profit boards and is an experienced media commentator and advisor to government, unions and business.

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This report can be cited as:

Baird, M. & Hill, E. (2023). *Paid Parental Leave for Future Families: The Voices of Australian Parents*. A report commissioned by the Women's Economic Equality Taskforce, April 2023, The University of Sydney.

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# Introduction

This report focuses on parents' experiences using Australia's paid parental leave (PPL) scheme and their aspirations for the future of the national scheme, with an emphasis on the role of fathers. It provides research evidence to inform the Women's Economic Equality Taskforce about the government's proposed changes to the paid parental leave scheme in 2023–2026. This is the companion research report to our earlier report *Next Steps for Paid Parental Leave in Australia* (Baird & Hill, 2022).

This research was commissioned in response to proposed changes to the scheme:

- From 1 July 2023, 20 weeks in total per couple will be available, with 2 weeks reserved each for the mother and father/partner, and 20 weeks in total for a single parent.
- From 2024, 2 additional weeks per year, up to 2026 when 26 weeks in total will be available.

Recent research evidence shows that young Australian women's and men's expectations about patterns of work and care are converging. Young women expect to work in much the same way as men – for the duration of their adult life – while young fathers expect and aspire to participate in the care of their young children.<sup>1</sup> However, many report that current work–care policy architecture does not support equal work and care between young couples,<sup>2</sup> and that men who seek flexible work or paid leave to care are starting to face workplace penalties much like those experienced by women.<sup>3</sup>

The redesign of Australia's paid parental leave goes part way to addressing these changing social and gender norms to make our workplaces and leave policies fit for purpose and provide a platform for enhanced economic productivity and a sustainable workforce. There is, however, a clear understanding that a 26-week scheme is unable to adequately meet the needs and expectations of parents. Nor does it provide adequate time to achieve the five objectives of the Paid Parental Leave Act 2010:

- allow carers to take time off work to care for the child in the 2 years following the child's birth or adoption
- enhance the health and development of birth mothers and children
- encourage women to continue to participate in the workforce
- promote equality between men and women, and the balance between work and family life
- provide carers with greater flexibility to balance work and family life.

Furthermore, even with the extension of the national system to 26 weeks by 2026, Australia will remain well below the average period of paid leave available to parents in other OECD economies. See the *Next Steps* report and Appendices 2 and 3.

---

<sup>1</sup> Hill, E., Baird, M., Vromen, A., Cooper, R., Meers, Z. & Probyn, E. (2019). Young women and men: Imagined futures of work and family formation in Australia. *Journal of Sociology*, 55(4), 778–798.

<sup>2</sup> Hill, E., Cooper, R., Vromen, A., Foley, M. & Seetahul, S. (2023). Gender dynamics in the post-pandemic future of work. High level data release for International Women's Day 2023. Research Note 1, Australian Women's Working Futures Project. The University of Sydney.

<sup>3</sup> 3 Ruppanner, L., Churchill, B., Bissell, D., Ghin, P., Hydelund, C., Ainsworth, S., Blackhman, A., Borland, J., Cheong, M., Evans, M., Frermann, L., King, T. & Vetere, F. (2023). *2023 State of the Future of Work*. Work Futures Hallmark Research Initiative, The University of Melbourne.

# Aims of the research with parents

We conducted research with parents to:

- inform the next tranche of paid parental leave legislative changes
- understand how Australian families make decisions about parental leave, in particular, use of the national paid parental leave scheme
- understand fathers' views on using paid parental leave in the past (i.e the Dad and partner pay scheme) and the future
- understand what families want from a paid parental leave scheme and why
- test family views on how the 1 July 2023 changes in the design of paid parental leave and how the additional 6 weeks of paid parental leave to be rolled out by July 2026 would be best allocated, especially the amount of reserved leave for fathers.

This report provides information on what Australian parents (fathers, mothers, same sex and single parents) say about the current paid parental leave scheme and what they would like in a future scheme. It reports on their lived experiences and understandings of paid parental leave. The research informs our recommendations which provide a guide to the ongoing development of a paid parental leave system that meets the needs of Australian parents and supports greater gender equality in work and care.

As noted in our first report, *Next Steps*, there is little recent systematic data on the decisions made by parents in the use of paid parental leave in Australia to guide policy design. This report provides evidence from a small study of 10 Australian families with young children. It is the first research project to ask parents about their recent experience using the national paid parental leave system and to ask about the future design. The study puts fathers (where present) at the centre of the data collection and analysis to inform the design of the additional 6 weeks of paid parental leave to be rolled out by 2026. A full description of the method is provided in Appendix 1.

Further research is required to evaluate the Australian experience of paid parental leave use, how households combine the national scheme with employer schemes, interactions between the two schemes, and household preferences for shared care of babies and very young children. In particular, research on the use of reserved non-transferable leave by fathers is needed, and whether or not it is taken concurrently with the mother or solely by the father. As noted in our *Next Steps* report, the international evidence shows that it is fathers' solo use of parental leave that drives change in father care behaviours and delivers greater gender equality between parents in the care for young children and paid work.

Employers' views are not included in this report but research with employers on their response to the policy redesign and issues this may pose to business and employee relations is critical for paid parental leave to support the future of work. A large-scale survey addressing these issues supplemented with qualitative research would be ideal.

# Results of the research with parents

Our key findings are summarized below . Quotes are included from the parents using pseudonyms from Table 2 in Appendix 1.

## 1. There is poor general knowledge of the current scheme and the changes

There was a relatively **low level of knowledge about the 1 July 2023 changes** to paid parental leave or the subsequent roll out of an additional 6 week by 2026. **However, general knowledge of the current scheme was good, although patchy on some aspects.** Couples share and socialise information and their experiences with the paid parental system with their family and friendship groups. This is particularly important for new parents who are navigating the parental leave system for the first time. Parents who expected to have more children were strategic in their use of the paid parental leave scheme and aware of the work test requirements, strategising to make sure they complied with the rules and were eligible for a future round of paid parental leave.

There was **some confusion about details of the scheme and application process**, which some parents found overwhelming. A few parents said the paid parental leave facts sheets provided by Centrelink and the government were not always clear and did not provide straightforward answers. Family and friends provided valuable help on how to access the system.

*I remember when I was doing the whole application and applying for it before [my son] was born. I remember it was just so much information and questions... So that's when obviously I had to reach out to family members that had done it before. (Isabella, middle income, CALD)*

*I remember asking my friend, then I had no idea about the 2 weeks [Dad and Partner Pay]. Because I've never been around any parents until now... I had no idea there was some sort of 2 weeks from the government. (Andy, middle income, CALD)*

*I know with the government leave you have to be working in a position for 12 months before the baby's born... So, I'm mindful of that too. If I do want to use that... and I want to have a baby within the next year or so, I'd need to get onto some employment pretty quick. (Emily, high income)*

Overall, **there is very strong support and gratitude for the paid parental leave scheme**, particularly among first-time parents who were not aware of the scheme prior to having their first child.

*It's been an amazing experience. I didn't even know we got money before we had a kid. I've felt really blessed by it. (Lily, low income)*

*It's helpful and take[s] that stress off... Just being able to enjoy your child and not be like, "Oh, we've got to worry about money as well." (Lucy, middle income)*

*It's really [an] awesome benefit. It's 18 weeks from the government ... You've had a baby, "here's some financial help." And it does really help ... it pretty much enabled us to ... have that time when the kids were young ... and not even worry too much about the finance side of things. Because you knew there was always a little bit of something coming in. (Alexia, middle income)*

*It's definitely good. I'm not going to have any more babies, but if I was going to, I'd make sure that I was working for the year so you can get it because it definitely helps. (Samantha, single mother, low income)*



## 2. Social norms and employer support for fathers' use of paid parental leave are important

Fathers' likelihood of using parental leave is linked to prevailing social norms, employer support and workplace culture. Additionally, all **fathers prioritised the health and wellbeing of the mother and baby**, and this influenced their thinking about reserved and concurrent periods of paid parental leave.

### (i) Social norms

While parents felt it was becoming more socially acceptable for fathers to stay at home and care for their children, there were **still 'unspoken' social and cultural norms that mothers should be doing the bulk of the caring work**. Important practical issues such as the time required for the birth mother to recover and establish breastfeeding, and the need for economic security where the father's income was higher than the mother's were also cited as important drivers around the use of paid parental leave.

When reflecting on why mothers would take most of the leave, parents felt it was still the cultural norm in Australia that mothers, not fathers, would want to do the bulk of caregiving for a baby.

*To me, I would probably give it all to my missus. Honestly, in my head, I'm thinking mum always needs to be there. It's just how I see things. Mum needs to be there. So if I'm getting 2 weeks, I think great. If I'm getting no weeks, I'll be like, oh man, I want something. But if you were to give me a choice whether we go halves or not, I wouldn't be upset to be like, "No, you can have it all. It's okay". (Andy, middle income, CALD)*

*It's still less acceptable [for men to take parental leave]... it's the unspoken stuff. (Peter, middle income)*

*To me, it makes more sense having Amelia at home with the babies, (a) breastfeeding, (b) [she's] a bit more nurturing than me, and personally, I think she's got a bit more patience than me in terms of parenting. So I think it's the personality type also that played a role. (Kabir, high income, CALD)*

### (ii) Employer attitudes

Parents felt that it was more difficult for fathers to take parental leave than mothers and that father's ability to do so hinged on having a 'good boss' who was family oriented. **Fathers with supportive employers reported that it was easy to take leave**, work flexibly or remotely, and stay home with their family.

*My employer supported me being with my family when, on paper, I belonged in Adelaide... I requested that I be allowed to work remotely from Newcastle, and they said yes. So, I do believe my employer supported me in sort of nurturing, or to the best possible way, [supporting] my family. (Kabir, high income, CALD)*

*I think it's really important to point out that his experience with his role, he had a very good boss who was very family oriented and supportive and understanding. And I wouldn't say that's necessarily the norm. So, I think he just struck gold with that boss. (Amelia, high income, CALD)*

**Fathers without supportive employers recalled negative and stressful experiences when taking parental leave**, for example in cases where their partner went into labour earlier than expected and employers questioned their need to take immediate leave.

*When [Alexia] was pregnant with ... our second child, she'd come early. And I remember calling my employer and said, "Hey, mate. [Alexia's] waters had broken." And the straw that broke the camel's back in that working relationship was not like, "Oh, congratulations" or anything. It was like, "But she's early." I was working for 10 years. And that's the response you have. So ever since that, I was out of there. I looked for another job in a similar position. (David, middle income)*

### 3. The shift to 26 weeks of paid parental leave is welcome, but the preference is for 52 weeks

Parents were enthusiastic about the extension of the current scheme to 26 weeks by 2026. Nevertheless, they felt that **26 weeks paid leave is not long enough for parents to care for young children in the way they preferred**. Fathers want greater opportunity to provide care and support to their partners, and to do care themselves. However, families expect that even with the extended 26 weeks they will allocate most of the unreserved paid leave time to mothers.

Parents agreed that **52 weeks of paid parental leave would be ideal**. A full year of paid parental leave was seen as optimum and fits with dominant family preferences about when parents feel comfortable to put young children into formal early childhood education and care. Parents want to be the sole carers of their infants and organise their work to support this. Parents did not like the idea of children going into early childhood education and care when they are very young (under 1 year old), as this does not allow for hands-on parenting in the early months and years of a child's life. Most mothers in the study had patched together various forms of paid parental leave and other forms of paid and unpaid leave to make up 12 months of leave with their most recent baby. This was easier for mothers with employer provided parental leave schemes and those in more secure jobs.

*I think a year off for everyone would be fantastic, for all kids to not have to go to childcare under a year ... I think to be able to make it for a whole year would be the dream. (Nora, single mother, middle income)*

*A year would be great. Two, even better. The sky's the limit if you're asking what I would [want], but I also know that that just would never happen. But a year, I think, would be so beneficial to so many families and children. Mums who are going through the whole process of learning about this new role and who they are and looking after a little person, it's full on, so to throw in having to go back to work, and taking a child to childcare, and dropping them off and leaving them. (Amelia, high income, CALD)*

*The dream is like 12 months. (Grace, same sex couple, female)*

*If I had my way I'd be like, "Pay me for a year." ...and in the scheme of your child's life, it's a very important time. (Emily, high income)*

*A year will be amazing. ... So if we lived in a fantasy world, yeah, a year would be amazing. (Isabella, middle income, CALD)*

### 4. Parents were engaged by the new flexible design principles of the 2023 changes, but it must be 'genuine' flexibility

Parents were generally **enthusiastic about the new flexible design of paid parental leave that will allow the time to be used in either weekly blocks, or units of one day**. However, they were unsure how it would work, suggesting this needs to be administered in a way that supports 'genuine' flexibility. Parents liked the way this new design feature will support diversity of family type and work situations.

Mothers saw opportunities to use the flexibility options provided in the new scheme when transitioning back to work, allowing them to stay connected to the workforce.

*I think just having the choice is really important. Yeah. I think it just hasn't been on the table before, so I still think I would have taken the first year off at least with the first child, but I don't think in the future I will want to do that. I think getting a bit of time with the child is really important, but maybe a year is a bit long, so being able to share that would be great. (Sarah, middle income)*

*I think in the initial days and weeks, I think you need that full-time off. But maybe towards the end when you're transitioning back to work it might be a bit easier to do a 4-day week instead of 5. That has been beneficial. But yeah, having a baby and being the birthing parent, I think you need a good, solid chunk of time. (Grace, same sex couple)*

*[The flexibility] would definitely help just so that when one say goes back to work, you are not really stressing about, "Oh, I need to work that extra day or so, because you don't have the flexibility. But obviously with that flexibility, if I could save about 3 days and then use one day as one of the flexible days or things like that, it'll be great because then that helps out financially and also allows me to be at home with an extra day there with my son or my future child or whatever the case is. (Isabella, middle income, CALD)*

*That is amazing. That's saying that you could just go to work, say, 4 days and get paid just a little bit less just on one day [...] I think that's pretty good. I'm impressed that they've made it a lot more flexible and that they've obviously increased the time. So all steps in the right direction. (Amelia, high income, CALD)*

Parents appreciated the way the new system challenges the idea that only mothers require time off or flexibility at the birth of a child and encourages fathers to take on a more equal caring role. **Fathers also saw opportunities for increased care and their ability to access paid parental leave while limiting the impact on household income.**

*That would work out. Yeah, let's say if 4 days, I got paid normal wages, whatever my work pays, and then the one day was government minimum wages, yeah, that would work out. (Kabir, high income, CALD)*

*I think it [the flexibility] would be helpful, particularly with [Peter's] work, which can be a bit more seasonal, [...] particularly as a sole trader, as self-employed. (Sarah, middle income)*

Recognition by parents that not all families have the same needs or preferences and that in some cases the birthing parent would not be the primary carer meant **the flexible design was appreciated and would help to support diverse caring arrangements.**

*[S]ome birthing parents are gearing to go back to work as soon as they can. It works both ways. Sometimes the primary caregiver isn't the person who gave birth, and the birthing parent is ready to go back to work as soon as possible. So, I guess it just depends on the situation. (Amy, same sex couple)*

*There is obviously plenty of couples that [...] either don't or can't breastfeed, and so then [...] they're obviously way more flexible ... [and] the dad [can] do more of the parenting role. But obviously for the parents who [...] or the moms who breastfeed [...] [they] don't have that flexibility. But if the scenario allows you to be flexible, then that's probably a good thing. (Jack, low income)*

**Breastfeeding was cited as the main barrier to more flexible use of paid parental leave** with some parents not expecting they would be in a position to exchange full-time care by one parent (understood to be the mother) in the first 26 weeks for more father care or flexible care options (e.g., 1 day a week) later in the baby's life.

*The fact that [Lucy] was breastfeeding ... Hopefully she can do it with the next kid too. But it probably makes a decision for us. If she's breastfeeding, she can't work. (Jack, low income)*

*What if, for example, I shared say half of it with [Andy] and then, I don't know, the other half I have to go back to work. Is [Andy] going to breastfeed my child? What if I'm breastfeeding? (Isabella, middle income, CALD)*



Parent interest in the opportunities presented by the new flexible scheme were contingent on how flexible use was administered. Parents **want to be able to change the allocation of paid parental leave over time and between parents in real time, as required, and in response to changing work, health and family needs** that may emerge over the first 2 years of the child's life.

Parents appreciated the new flexibility as they were generally wary of a blanket or one-size-fits- all policy that does not account for the unique circumstances of different parents and households. **In particular, parents did not want their leave arrangements to be 'locked in' when their needs could change after the baby arrives.** It was widely agreed that 'different families have different needs' and that parents should be able to adjust and redistribute parental leave over the 2-year period. Parents want to be able to 'shuffle' paid parental leave around to allow a more efficient and equal distribution of work and care and accommodate individual and household preferences.

*I would say being able to dictate what suits us is massively beneficial ... You know, we've sometimes talked about whether she's the birthing parent or I am, maybe the other one wants to be the primary caregiver. So maybe even if [Grace] gives birth, I might be the stay-at-home parent. We just don't know what each situation is going to make for us. So, I think this kind of more flexible arrangement is really beneficial and I think it's going to be great for a lot of families. (Amy, same sex couple)*

*I think for our situation, the best scheme would be flexibility on when you started the paid parental leave. Flexibility on who can take it and when and being able to shuffle around ... I think our situation particularly, I don't think the forced block of leave for the male is as relevant ... But that's how it would work for us. (Sarah, middle income)*

*... it'd be useful to move it around once we've started to not have it locked in, like I mentioned before because we work with a small number of clients, but if we happen to get three or four extra ones and suddenly my workload went up, I can either turn that work down or I could chat to [Sarah] and say, "Do you want to take more leave? Take some of my leave back, that 18 weeks because I can do all this extra work." And we can discuss it. So yeah. It would suck if we were locked in ... Because you also don't know what it's like to be a parent. That's the other thing, you just have no idea what your kid's going to be like. What you're going to want to do or who's going to want to have leave. (Peter, middle income)*

*That's (flexibility) really good because it might be the situation where it's reversed and the mum needs to return back to work, she's got a high-profile job and the dad can stay home caring more. I think it's really good. Different families have different needs. (Max, high income)*

## 5. Parents tend to prioritise extension of time on paid parental leave over a higher payment

Parents prefer a longer period of paid parental leave rather than a higher income payment and the national minimum wage level of payment is generally perceived as fair.<sup>4</sup> It is **widely agreed by parents that time with family, especially with a newborn, is the ‘number one’ priority** and that bonding with a child early in their life is more important than a higher payment.

*Time off is number one. Money comes and goes. But that time, if I’m not home and I don’t see my son, say if I miss out [on] like him walking or something, oh man, I’ll be devastated. All the moments you lose, you never get it back. (Andy, middle income, CALD)*

*I would prefer the time with the child than the money....[It] was good to be able to have the time with him when he was still newborn. (Samantha, single mother, low income)*

However, **some parents in both low and high income brackets expressed concern over ‘money coming into the bank’ and ensuring bills and payments could be met** in the context of rising inflation, interest rates and cost of living. This was a particular concern for families with more than two children, and where the father earned the higher income. Payment at the minimum wage was cited by two families as limiting the amount of paid parental leave time they could use and who could use it.

*Because I work for myself and [Lily is] casual at the moment ... The leave entitlement isn’t the biggest thing for us. It’s the actual ... Just the money amount. At the end of the day, for us, it’s just money coming into the bank. (Jack, low income)*

*It makes more sense for [David] to return to work to keep bringing in that higher wage than for me to say, “Oh, you take 16 weeks off paid parental leave.” Financially, we wouldn’t have been able to do that. (Alexia, middle income)*

A clear message from the majority of families was that **they plan their finances and consider the tax implications of their working patterns very carefully to allow for family care in the first 12 months.**

*Obviously, the money, it does make a difference in the end because you need to support the family, you need to remain fed and you need to remain roofed and clothed and all of those things. But as long as you’re prepared enough leading up to it, you can get by on a couple of weeks of lesser pay. In order to have that time and that experience with the family. And as I keep saying, as a first-time parent, you can’t get that back. (Amy, same sex couple)*

In terms of payment, when referencing the paid parental leave payments, many families referred to the money as coming from Centrelink (the government agency that delivers social security payments), that is, they regarded it as a generous welfare payment and did not directly associate it with their employment.

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<sup>4</sup> As at July 2022 the national minimum wage per year was AUD\$42,255. According to data provided to the Women’s Economic Equality Taskforce by the Department of Social Services 29.4% of mothers and 14% of dads/partners are on or below the national minimum wage. Source: EDW Paid Parental Leave Scheme Claims Universe, Data Load Version 2, as at 30 June each entitlement year.

## 6. Reserved leave for fathers

The Dad and Partner Pay (DaPP) provision (in the current, pre 1 July 2023 scheme) provides 2 weeks of reserved, non-transferable leave for fathers/partners. Uptake has been low relative to use of the paid parental leave by mothers. According to data provided to the Women's Economic Equality Taskforce, in 2019/2020 there were 171,712 recipients of paid parental leave compared to 92,343 recipients of Dad and Partner Pay.<sup>5</sup> In overall terms, it is estimated that approximately 27%–30% of fathers/partners use the 2 weeks of Dad and Partner Pay.<sup>6</sup> This suggests that another incentive is needed to increase uptake by fathers/partners. But **what this incentive should be is less clear as there are tensions between duration, payment, equality between mothers' and fathers' access, and whether it can be used at the same time as mothers (concurrently), or whether it must be used separately to support sole father care.**

Parents were universal in their view that **4 weeks of paid parental leave reserved for fathers was 'about right' and sends a clear and positive message about the role of fathers, and an important 'signal' to employers** about fathers' role in the care of babies. They agreed a government initiative like this would help to normalise fathers staying home to care for their children while also challenging the idea that only mothers need to bond with a newborn. These views were based on the assumption that fathers were on parental leave concurrently with mothers, not caring for newborns alone.

*The whole world's changing, and dads want to be there with their kids. And I think even for those fathers who don't think that they want to, I've seen it so many times, when the baby's actually here, they completely change, and they want to. [this would support] enabling the dad and making it a bit more normal as well. I think if [David] wanted to take 4 weeks off, [his employer] would be saying, "Why do you want to take that long off?" Whereas I think if it's a government initiative, it almost normalises it a little bit as well. This is an entitlement that dads are taking now. We see that fathers should be with their newborn kids and stuff. And I just see that as a really good thing. (Alexia, middle income)*

*I like the idea of [Andy] having more of a role than what my parents did, in terms of dad was the one that worked, mum stayed at home. I like the idea of both the male and female playing a role in the actual parenting. Even if it might be lopsided to [Andy] working more, I still think it's really valuable for him to have input and a relationship with [our daughter]. Also for me, to maintain work. (Lily, low income)*

However, **concern was expressed about a time penalty for families where the father genuinely could not take 4 weeks of leave (in a block), thus cutting the total paid parental leave time available to the family**, and effectively the mother. In these and other cases where personal, health or work commitments prevent fathers from taking the leave, parents felt the leave should be transferable to the mother.

*It's a bit unfair... if you have complications during the birth and stuff, you could be in hospital or the baby could be sick or there's some things that could happen and then you just don't get around to it, and if you do and then they're like, "No, sorry, you don't get it now," that would be a bit unfair. (Samantha, single mother, low income)*

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<sup>5</sup> Source: EDW Paid Parental Leave scheme Claims Universe, Data Load Version 2, as at 30 June each entitlement year.

<sup>6</sup> Exact numbers are difficult to obtain: using number of births in a year and assuming matching numbers for fathers/partners, the calculations is as follows: 294,369/92,343 = 31%. Source: Australian Bureau of Statistics (2020). *Births, Australia*. ABS. <https://www.abs.gov.au/statistics/people/population/births-australia/2020>.



*If you're offering it to everybody and their work commitments [mean they] can't take it, it should be still available. It should be looked at more [as] a family and not an individual, in my eyes. Really, if they were willing to pay [Max] to stay home for 2 weeks, why can't they just give that money to us as a family? ... You're a family, you should just be giving them money and it should just be at your discretion how you use it. (Emily, high income)*

**Parents did not like the language of 'use-it-or-lose-it'.** They saw this as punitive and felt there could be backlash against fathers using the leave if framed this way. The preference was for the language of 'reserved leave'. This could be supplemented with 'non-transferable leave' or a 'father's quota', both terms widely used overseas.

*I don't like the terminology [use-it-or-lose-it]. It's almost threatening. (Amy, same sex couple)*

*I think as a household, it would be great to be able to choose when and who takes it. I can see calling it 'use-it-or-lose-it' maybe is not the best idea. I think there would be backlash... I think people would see it as an entitlement that they're due to receive and if they lose it then the government's then taking something away from them that they're entitled to receive. So, I think that wouldn't land so well. Just something as simple as changing the name of it. ... in a more positive light that this is leave for your male partner to take. (Sarah, middle income)*

## 7. There is parental consensus that 4 weeks of concurrent leave at the birth of a baby is the optimum

Parents were confused about the difference between 'reserved leave' and 'concurrent leave'. In the main, parents focused on fathers taking reserved leave around the birth *and at the same time* as the mother, that is, concurrently. Parents thought 4 weeks was optimum.

**Four weeks of concurrent leave after the birth of a baby is seen as important by parents** for a range of reasons including to recover from caesarian section births; to support breastfeeding; to support mothers' recovery; to care for older children; to undertake domestic work; to emphasise a team approach to care; and to provide general support for mothers. Some also identified this time as good for the marriage.

Only 2 weeks concurrent leave at the birth of a baby was seen as too little, especially for families without family support close by or where health complications arise and the mother and baby are in hospital for the first 2 weeks.

*Four weeks is a pretty good stint for the husband to have off and just to help out. And I think it's probably healthy for the marriage too... Especially for the first kid, it just feels like [2 weeks is] very early to be able to have to go back to work. And I felt sorry for a lot of my mates who had to go back to work [at] that stage. I think 4 weeks would be really good. (Jack, low income)*

Parents agreed that it was 'not possible' or realistic for one parent to both care for a newborn and manage household and domestic chores, especially with more than one child at home. Parents said a concurrent leave period of 4 weeks would help couples to 'enjoy the highs and lows together' and support joint ownership of care.

*I would've had heaps of time off. I would've loved to have had maybe a month off or something like that. That would be awesome because they're so little and delicate at that age, it's just a good time to be around, and it sucks to miss it. (David, middle income)*

*Two weeks, it goes very quickly, in my opinion. I think you feel like you're just starting to relax and have that time together and then it's all over. Whereas, if it was about 3 weeks or 4 weeks, I think the dad would be able to spend some really good quality time with that child as well. (Alexia, middle income)*

*The tasks around a newborn cannot be done by one parent. Or at least in our case, it wasn't possible like breastfeeding, cooking, cleaning, laundry. (Kabir, high income, CALD)*

*I think for me the most benefit was seeing all the stuff that [Sarah] has to do. Particularly the stuff that I'm not able to do, which is all the breastfeeding and even getting up at nighttime and all that. I guess the only thing is breastfeeding, but that's a big burden at the start. And if I wasn't home, I just wouldn't notice that as much. (Peter, middle income)*

Parents recognised the long term benefits for fathers who were involved in the care of babies, reporting that the more involved fathers were in the early weeks of a child's life, the more confidence they gained in taking on an equal share of the parenting duties. When fathers did not do this, they ended up doing more 'fringe' parenting.

*That initial confidence I think too, I remember talking about that, if they (dads) miss those early stages and how things are done, by the time they have their leave, their partner just knows what needs doing and does it all the time by default. And I think that just chips away at the confidence and then they don't perhaps get involved because they don't want to do it wrong. (Sarah, middle income)*

Four weeks of concurrent leave after the birth would provide the time for fathers to engage meaningfully in care and to appreciate the caring work of their partners, especially when mothers were establishing breastfeeding in the early weeks of a child's life.

## 8. Parents want access to concurrent leave beyond the first 4 weeks of a baby's life

Parents see a **benefit in being able to take concurrent leave (leave at the same time) after the initial 4 weeks of a baby's birth** – particularly when they have a second child – and liked the idea of choosing when they took concurrent leave, beyond the 4 weeks reserved concurrent period.

Parents say that overlapping leave at the same time helps to establish couples as a 'team' where they are supporting each other and taking joint ownership of the care. Fathers said time together beyond the first 4 weeks was important to understand and appreciate the daily caring tasks and stresses faced by new mothers over the 18 week leave period and for male partners to take ownership of these responsibilities. This is reported to be beneficial to the couple's relationship and family life.

*[T]he number of weeks of leave is quite big. 18 weeks is quite a lot. I think more of it could be together because of that. And particularly from the male perspective, I think it's good for men to understand all those things I was just saying about what their partner did and my friends who've had leave at the same time... Learning that stuff they just never thought of or never realised and appreciating their partner more, which is a really positive thing. (Peter, middle income)*

Some parents also thought **concurrent leave should be extended in cases where a baby requires neonatal medical attention and the first weeks of a child's life** are spent in hospital, rather than at home. Other couples noted that in the unique context of COVID-19 lockdowns, having a longer concurrent leave period was beneficial because friends and family were unable to visit and offer support. Lack of local family support is a particular issue for many families with parents living overseas.

*There should be something where dads can extend it if their child is in neonatal intensive care or if the mother is unwell, there should be something there for that. Because I do really feel sad for the parents who never get to have their bubble at home where they've got a new baby and they're all settling in. It's a really, really important time. And if those first 2 weeks are spent in hospital or longer [in] the hospital, that's a really sad thing to miss. (Emily, high income)*

*It's really hard, I feel like our experience is a bit skewed because it was during the middle of lockdown, pandemic, full-blown COVID. No one could come in, no one could go out. So, both being at home, like we worked in jobs that still were ongoing during the pandemic. Our workplace didn't stop. We were essential workers. So, work didn't stop. So being able to be at home [together] was a blessing, it was great for us. (Amy, same sex couple)*

## 9. Reserved leave for sole-father care was identified as valuable by some

While parents did not consider the preferred 4 weeks of reserved leave as sole carer time for fathers (instead prioritising concurrent leave at the birth of a baby) **some parents did say it was important that fathers engage in sole parenting** and childcare without assistance from their partners to build confidence and support an equal distribution of care work.

*Yeah. It's interesting, time together I think is extremely valuable, but also time being the sole parent is something I've got feedback from a couple of friends and notice myself ... is that being the sole parent makes you realise absolutely everything that a baby does. And even our situation is a bit different because we've been mostly around together the whole time since he was born. And working from home, so you've got someone. But if you weren't, I think that's a really good experience, but particularly for a man to do some sole parenting. (Peter, middle income)*

## 10. Parents like to have the option of accessing paid parental leave in the weeks prior to birth

Access to **paid parental leave prior to the birth of a baby was seen by many as helping to support mothers prepare.**

Access to paid parental leave prior to birth was especially valued by those with older children, single mothers, those in physically demanding workplaces (such as nursing and teaching) and those with specific pre-natal health issues.

Parents wanted to access paid parental leave prior to birth in order to 'get the house sorted' and prepare for the baby to arrive, while also having an opportunity to rest and mentally prepare for a first or second child. Others said accessing paid parental leave in the 4 weeks prior to birth could offer support to parents who are planning for a natural rather than caesarian birth, as labour and delivery can be unpredictable. In the context of COVID-19, some mothers said it would have been beneficial to access paid parental leave in the weeks prior to birth in order to limit exposure to the virus and ensure their partners could be present at the birth.

*If it's a natural birth or something, it could happen anytime. So, it definitely would be good if [paid parental leave] was to even start ... I don't know, say 4 weeks prior to the due date, because you just don't know. It's a very unpredictable thing. (Isabella, middle income, CALD)*

*I was going to get my whole house sorted. And just the physical trying to lug [my son] to his daycare drop off, get to my work, find a park, get to the office ... then the reverse... it's not like when you get home, I'm relaxing. ...They're long days. We'd be out of the house by 7 am and we're not home until after 6 pm. (Nora, single mother, middle income)*

*I think being able to access it sooner would be really nice because there's a lot to prepare for and to learn before you have the baby. And if you're working right up until the point of giving birth then you don't get that time to mentally prepare yourself. (Sarah, middle income)*



## 11. Single mothers see the paid parental leave scheme as very helpful but would prefer 52 weeks

Single mothers viewed the minimum wage rate of paid parental leave as fair. They **responded positively to the new flexible design** and see this as a good way to support a more gradual transition back to the workplace.

*I get where they come from doing it at minimum wage and I think that's ... fair, and I don't think it should be indexed on anyone's income ... I don't think anyone, because they own more, they should then get more when they're off. So, I think doing it on minimum wage is a fair way to do it. But I'm never going to complain if they want to give us more. (Nora, single mother, middle income)*

Access to early childhood education and care is the most important determinant of return-to-work for single mothers who expressed concern about limited options and waitlists for daycare. For example, one mother returned to work earlier than planned when a daycare spot became available, as she was worried the spot would be filled.

*I was going to take the 12 months off, that was my original plan, but then once I got offered the spot at daycare, I didn't really want to pass it up because if I didn't take it, I probably wouldn't have got one. (Samantha, single mother, low income)*

**Single mothers worried about 'plugging the gaps'** before and after childcare to accommodate their work hours and discussed the importance of flexible schedules and support from family and friends to coordinate drop offs and pickups. This was a particular concern for single mothers with shift work schedules that do not align with the opening and closing hours of early childhood education and care centres.

*I did a little bit of shift work after [having my son], but it's a 7 am start or a night duty. So, you're always finding someone else to plug the gaps before and after childcare. So, I don't want a role where I have to ask them every single time I go to work, "Can you do drop off or can you do pickup?" One or the other's fine, but not every week. (Nora, single mother, middle income)*

# Topline findings and recommendations

This section summarises the main findings. We use them in conjunction with our findings from the best practice literature review in our *Next Steps* report to provide recommendations about the future design of Australia's paid parental leave scheme.

There are five main recommendations which refer to key elements of the scheme:

1. Total length
2. Flexible design
3. Reserved leave for fathers
4. Concurrent leave
5. Sole father leave

We note that among parents there was confusion and conflation of the notions of 'reserved leave' and 'concurrent leave'. The concurrent leave element of the scheme is not well understood. The understandings of 'reserved leave' and 'concurrent leave' were further complicated by the flexibility of leave use which, once fully comprehended by parents, is highly desirable, but may impact on their use of reserved and concurrent leave periods.

## 1. Total length of paid parental leave

This study of Australian parents shows that the health and wellbeing of the mother and baby is prioritised by fathers. Where the length of the paid parental leave is 26 weeks (with periods of reserved leave for the mother and father/partner), all couples thought they would give the majority of the available remaining leave to the mother. This was the case even where fathers were excited by the prospect of long periods of reserved leave and options for flexible use. Ultimately, fathers would not take this time away from mothers. Some mothers in the study were also unwilling to give up some of their paid parental leave.

If the length of paid parental leave was extended, fathers and mothers saw increasing opportunities for fathers to genuinely share the care of young children through longer periods of reserved leave and use of flexible options. However, parents' understanding of the terms 'concurrent' and 'reserved' leave were not clear, as discussed below.

Parents were unclear about the design of the changes to reach 26 weeks of leave by 2026 and did not fully understand the roll out of the additional weeks on an annual basis. Clear communication of this is needed. A simple one step extension to 26 weeks in 2024 would be most desirable in terms of clarity for parents and their ability to plan.

All parents, in couples or single, thought that 52 weeks was the optimum time for one parent to be at home with a young child supported by paid parental leave.

We recommend:

- immediate roll out of paid parental leave to 26 weeks in 2024 with a budget pathway to extend to 52 weeks of paid parental leave in 2026.

## 2. Flexible design

The new flexible design was of great interest to parents who saw a range of possibilities, particularly around the use of a single day of paid parental leave at a time. In the interviews, parents took time to absorb the possibilities of this flexibility. Middle and high income families also saw the desirability of the more flexible, non-block paid parental leave as a way of managing work and household income with payment at minimum wage level. That is, they could see fathers taking a day or two at a time each week, without disrupting work or household income unduly. The flexible design could therefore support the expanded use of sole father care.

We recommend:

- clear communication to parents of the flexibility options
- administrative support that facilitates genuine flexibility that can be changed in response to evolving family and work needs.

## 3. Reserved leave for fathers/partners

Reserved leave for fathers/partners has the potential to change social norms and expectations about who cares and who works.

Parents appreciate the capacity of reserved leave periods to send important signals to families and to employers about the role of fathers as carers. Workplaces will need to become better attuned to men as carers to support the successful uptake of reserved leave by fathers. Without this important shift, extended periods of reserved leave for fathers could have adverse effects on families, reducing the total paid time to care. Additional research on employer attitudes and preparedness for increased use of paid parental leave by fathers is essential to support policy aims for shared care.

We recommend:

- 4 weeks of reserved leave for fathers/partners starting in 2024, and extended significantly (up to 12 weeks) in a 52-week scheme.

## 4. Concurrent paid parental leave

Concurrency of leave adds a further dimension to the parental leave scheme and is not well understood. Instead, parents use the language of 'being at home at the same time', and parents have strong aspirations for concurrent leave at the birth of a new baby. Parents would also like to have the option to take concurrent leave later in the parental leave period, when it suits their family and work circumstances.

The difference between concurrent leave and non-concurrent (sole parent) leave is not well understood by parents and must therefore be clearly communicated.



We recommend:

- from 2024, 4 weeks of concurrent leave able to be taken by parent A and parent B around the time of the birth of the baby.
- consider extending the total period for concurrent leave available to parents and when it can be taken to up to 8 weeks in a 52-week scheme.

## 5. Sole care for fathers/partners

While parents were focused on caring together in the very early weeks of a baby's life, some parents did value the opportunity for fathers to care alone later in the parental leave period.

If the intention of the new paid parental leave design is to shift fathers' caring behaviours, research evidence shows that sole parenting is essential. However, parents recognise this would take from the total paid parental leave period available to the mother and had some concerns about the impact on total paid leave available to a family where an employer or workplace made it difficult for fathers to take the full portion of reserved leave.

We recommend:

- prioritising a commitment to sole father care as a matter of policy improvement. This could be as long as 8 weeks in a 52-week scheme. A 26-week scheme does not allow enough time to quarantine a reserved period of leave for father's solo care.

Research with Australian parents demonstrates that the national paid parental leave system is appreciated and the changes in design and length are welcome. There is, however, a clear understanding that a 26-week scheme is unable to adequately meet the five objectives of the Paid Parental Leave Act 2010 or reflect international standards (see Appendices 2 and 3).

Based on the key research findings and recommendations above, and to encourage a shift in fathers' care and promote gender equality, we recommend the following model of paid parental leave (see Table 1).

The main changes are as follows:

- Move directly to 26 weeks of leave in 2024
- Move to 52 weeks of leave in 2026
- Move to a reserved period of leave for fathers of 4 weeks in 2024 as part of a 26-week scheme, and 12 weeks in 2026, as part of a 52-week scheme
- Introduce a period of sole father care (non-concurrent and non-transferable) leave of 8 weeks, as part of a 52-week scheme.

**Table 1. Recommended design for an accelerated timetable and extended scheme**

<b>Year of Introduction</b>	<b>Total Paid Parental Leave*</b>	<b>Reserved Leave Parent A</b>	<b>Reserved Leave Parent B</b>	<b>Family Leave (allocated according to parent preferences)</b>	<b>Sole Father Leave (as part of reserved leave parent B)</b>	<b>Total Concurrent Leave</b>
2023	20 weeks	2 weeks	2 weeks	16 weeks	0 weeks	2 weeks
2024	26 weeks	4 weeks	4 weeks	18 weeks	0 weeks	4 weeks
2026	52 weeks	12 weeks	12 weeks	28 weeks	8 weeks	8 weeks

\*All paid parental leave paid at national minimum wage.

\*Paid parental leave to be taken within the first 2 years of a child's life.

# Appendix 1. Research method

Ten families, comprising eight couples (with one single sex couple) and two single parents, were recruited according to the sampling framework outlined in Table 2.<sup>7</sup> While the sample is undeniably small, the size is not unusual for research of this nature. Timing and funds did not allow a larger sample. The emphasis is on depth and richness of replies and reaching a 'saturation point' in responses. This was achieved with the two single parents and eight couples (16 parents), making a total of 18 parents who were interviewed.

Comparisons with research undertaken in other countries reveal similar methodology and findings to those presented here. For instance, Beglaubter's study (2017, p. 476) of 33 Canadian heterosexual couples found "[S]trong cultural support for mothers'—but not fathers'—time with baby tipped the scales toward maternal care giving, even when couples wanted to share parental leave".<sup>8</sup> A study by Cannito (2020, p. 832) of 33 Italian fathers' use of paid parental leave found "men's choice to take parental leave is the result of a process of negotiation that involves the way gender is performed, and in which men, too, are active subjects of social change".<sup>9</sup> On the other hand, men who do not take parental leave talk about a 'natural' choice linked to the fact that their partners want to be there with the child. In a study of 22 parents (13 mothers and 9 fathers) in the UK, Kaufman (2018) found the explanation for fathers' low take up of additional parental leave to be due to financial costs, gendered expectations, perceived workplace resistance and policy restrictions.<sup>10</sup> Similarly, Cluley and Hecht (2020) interviewed 29 couples from Canada and the United States about work–family decision-making<sup>11</sup> and Romero-Balsas, Muntanyola-Saura and Rogero-García (2013, p. 678) interviewed 30 Spanish fathers and found that "paternity leave is mostly considered a right, but not a duty, and the decision whether or not to use it is viewed as an individual choice".<sup>12</sup>

An external social research firm was sub-contracted to recruit and undertake the interviews, with direct and explicit guidance on recruitment criteria and design of the interview protocol from the report authors Marian Baird and Elizabeth Hill. Baird and Hill closely monitored each stage of the research and attended all interviews.

Recruitment was targeted via the father's income in the first instance (except for the female same sex couple). Department of Social Services data was used to determine the income categories and to ensure that low, medium and high income households were represented in the sample. The intention was to also include families from metropolitan and non-metropolitan areas, from professional and non-professional occupations and from CALD backgrounds. All participants had a child in the last 18 months (except the female couple whose child was 2 years old), and both parents were working prior to the birth of the child. Four families included parents with a CALD background. One parent was of First Nations background.

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<sup>7</sup> The authors wish to acknowledge the generosity and care for family demonstrated by the parents interviewed for this project.

<sup>8</sup> Beglaubter, J. (2017). Balancing the scales: Negotiating fathers' parental leave use. *Canadian Review of Sociology/Revue canadienne de sociologie*, 54(4), 476–496.

<sup>9</sup> Cannito, M. (2020). The influence of partners on fathers' decision-making about parental leave in Italy: Rethinking maternal gatekeeping. *Current Sociology*, 68(6), 832–849.

<sup>10</sup> Kaufman, G. (2018). Barriers to equality: why British fathers do not use parental leave. *Community, Work & Family*, 21(3), 310–325.

<sup>11</sup> Cluley, H. & Hecht, T. D. (2020). Micro work-family decision-making of dual-income couples with young children: What does a couple like us do in a situation like this? *Journal of Occupational and Organizational Psychology*, 93(1), 45–72.

<sup>12</sup> Romero-Balsas, P., Muntanyola-Saura, D. & Rogero-García, J. (2013). Decision-making factors within paternity and parental leaves: Why Spanish fathers take time off from work. *Gender, Work & Organization*, 20(6), 678–691.



Each family completed a short pre-interview survey that covered essential background information, including age, employment type and status (full-time, part-time, casual), hours worked per week, income, housing status, number of children, age of youngest child, types of leave taken at birth of last child and weeks taken (paid parental leave, dad and partner pay, annual leave, unpaid leave, employer provided paid parental leave).

The parents of each family were interviewed online and together, with fathers asked to respond to interview questions and prompts first. Positioning men as the ‘lead’ interviewee was intentional, designed to set the overall tone of the interview and to ensure that the attitudes and experiences of fathers were properly captured. Our previous research shows that mothers are always keen to speak about their parental leave experience. Given the government’s priority to enhance fathers’ role in the care of young children, this project was designed to centre the voices of fathers while also including mothers. This research technique was effective with all fathers being active participants in the interviews.

Each in-depth interview was held via Zoom and ran for 90 minutes according to a set interview protocol designed by Marian Baird and Elizabeth Hill. Interviews were conducted between Tuesday 31 January and Wednesday 15 February 2023. All interviewees received a \$180 eGift voucher.

The interview protocol covered:

1. A description of how fathers and mothers decided on care and work arrangements in the months after the birth of the new child
2. Fathers’ and mothers’ experiences of using the national paid parental leave scheme
3. What fathers and mother think an ideal paid parental leave system should look like
4. Fathers’ and mothers’ views on the 1 July 2023 changes to paid parental leave
5. Fathers’ and mothers’ views on how the additional 6 weeks of paid parental leave in 2026 could be allocated. Three scenario prompts were used to guide this discussion.

**Table 2. Sampling framework**

<b>Family type</b>	<b>Father/Partner personal income</b>
<b>Total = 10 families</b>	
2 x fathers in couples One CALD	Higher income >\$100,000 pa gross
3 x fathers in couples Two CALD	Medium income \$40,000–\$100,000 pa gross
2 x fathers in couples One CALD	Lower income <\$40,000 pa gross
1 x single sex couple Female	Any income level
1 x single mother	Mid/high income level >\$40,000 pa gross (mother)
1 x single mother	Low income level <\$40,000 pa gross (mother)

Note: we were unable to recruit a male same sex couple so replaced them with an additional medium income father (CALD).

Anonymised names	Interview details
Sarah and Peter	Interview 1: Middle income
Samantha	Interview 2: Single mother, low income
Isabella and Andy	Interview 3: Middle income, CALD
Amelia and Kabir	Interview 4: High income, CALD
Lily and Jack	Interview 5: Low income
Lucy and George	Interview 6: Middle income
Nora	Interview 7: Single mother, middle income
Emily and Max	Interview 8: High income
Alexia and David	Interview 9: Middle income
Amy and Grace	Interview 10: Same sex couple, female

## Appendix 2. Paid Parental Leave Act 2010 – Objectives

It is within the particularly Australian context that the objectives of the Parental Leave Act (2010)<sup>4</sup> must be read, noting that the Act was introduced following a comprehensive analysis of the need for a paid parental leave scheme by the Productivity Commission (2009).

The objective of Parental Leave Pay is to provide financial support to primary carers (1.1.P.230) (mainly birth mothers) of children, in order to:

- allow those carers to take **time off work to care for the child** in the 2 years following the child's birth or adoption;
- enhance the **health** and development of **birth mothers and children**;
- encourage **women** to continue **to participate in the workforce**;
- **promote equality between men and women**, and the balance between work and family life, and;
- provide those carers with greater **flexibility** to balance work and family life.



## Appendix 3. International Standards

**EU Directive on work–life balance: Implementation 2 August 2022.**<sup>1</sup> The Directive on work–life balance aims to both increase (i) the participation of women in the labour market and (ii) the take-up of family-related leave and flexible working arrangements. The EU Directive includes:

- Paternity leave: Working fathers are entitled to at least **10 working days of paternity leave around the time of birth of the child**. Paternity leave must be compensated at least at the level of sick pay;
- Parental leave: Each parent is entitled to at least four months of parental leave, of which **two months is paid and non-transferable**. Parents can request to take their leave in a flexible form, either full-time, part-time, or in segments;

**International Labour Organization (ILO) Maternity Protection Recommendation, 2000, No. 191.**<sup>2</sup>

- Members should endeavour to extend the period of **maternity leave** referred to in Article 4 of the Convention to **at least 18 weeks**.
- Provision should be made for **an extension** of the maternity leave in the event **of multiple births**.

**The Fifty-fourth World Health Assembly, May 2001 Resolution, WHA54.2, on Infant and young child nutrition, paragraph 3(6).**<sup>3</sup>

- exclusive **breastfeeding for six months** as a global public health recommendation.

# CONTRACT VARIATION FORM

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## CONTRACT AMENDMENT #2

**TO CONTRACT:** Marian Baird CCS Variation  
**CONTRACT REFERENCE ID:** CD011436  
**AUSTENDER CONTRACT ID:** CN3931732-A1

### For the provision of:

Conduct research and providing comprehensive and knowledgeable advice to the Women's Economic Equality Taskforce to inform its advice on the changes to the Paid Parental Leave Scheme

## Customer

**Customer Name:** Department of the Prime Minister and Cabinet  
**Customer ABN:** 18 108 001 191  
**Address:** 1 National Circuit  
Barton ACT 2600  
**Contact Officer:** s 47F  
**Position:** Adviser  
**Branch/Division:** Office for Women  
**Telephone:** s 47F  
**Email Address:** s 47F

## Supplier

**Supplier Name:** Marian Baird  
**Supplier ABN:** s 47F  
**Address:** s 47F  
s 47F  
**Email Address:** s 47F

## Contract Details

There will be no change to the Contract term as a result of other Contract changes.

The Contract changes as verbally agreed by the Customer and the Supplier are as follows:

### Contract Term

Current Contract End Date:	9/06/2023
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### Contract Value

	Contract Value (GST exclusive)	GST	Total Contract Value (GST exclusive)
Previous Contract Value (AUD)	\$40,000.00	\$0.00	\$40,000.00
Amendment Value (AUD)	-\$5,000.00	\$0.00	-\$5,000.00
New Contract Value (AUD)	\$35,000.00	\$0.00	\$35,000.00

### Other Administrative Contract Changes

Clause Reference and Title	Old Text	Proposed New Text
Delivery and Acceptance (C.A.2(d))	<p>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].</p> <p>The Supplier will refund all payments related to the rejected deliverables unless the relevant deliverables are rectified and accepted by the Customer.</p> <p>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].</p>	<p>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].</p> <p>The Supplier will refund all payments related to the rejected deliverables unless the relevant deliverables are rectified and accepted by the Customer.</p> <p>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].</p>



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## Description of Contract Changes

The value of contract has been varied to \$35,000 maximum value. The supplier is no longer required to supply part of the research on Paid Parental Leave as it related to employer views on Paid Parental Leave.

**Signed** for and on behalf of the **Commonwealth of Australia** as represented by Department of the Prime Minister and Cabinet

**Customer’s Contract Manager**

Name: 

s 47F

Signature: 

s 47F

Date: 

11 May 2023

**Signed** for and on behalf of Marian Baird

**Supplier’s Contract Manager**

Name: 

Marian Baird

Position: 

Professor / Researcher

Signature: 

s 47F

Date: 

11 may 2023

# CONTRACT VARIATION FORM

---

## CONTRACT AMENDMENT #2

**TO CONTRACT:** Elizabeth Hill CCS Variation  
**CONTRACT REFERENCE ID:** CD011435  
**AUSTENDER CONTRACT ID:** CN3931733-A1

### For the provision of:

Conduct research and providing comprehensive and knowledgeable advice to the Women's Economic Equality Taskforce to inform its advice on the changes to the Paid Parental Leave Scheme

## Customer

**Customer Name:** Department of the Prime Minister and Cabinet  
**Customer ABN:** 18 108 001 191  
**Address:** 1 National Circuit  
 Barton ACT 2600  
**Contact Officer:** s 22(1)(a)(ii)  
**Position:** Adviser  
**Branch/Division:** Office for Women  
**Telephone:** s 22(1)(a)(ii)  
**Email Address:** s 22(1)(a)(ii)

## Supplier

**Supplier Name:** Elizabeth Hill  
**Supplier ABN:** s 22(1)(a)(ii)  
**Address:** s 22(1)(a)(ii)  
 \_\_\_\_\_  
**Email Address:** s 22(1)(a)(ii)



## Contract Details

There will be no change to the Contract term as a result of other Contract changes.

The Contract changes as verbally agreed by the Customer and the Supplier are as follows:

### Contract Term

Current Contract End Date:	9/06/2023
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31/05/2023	Delivery – Stage 2	\$25,000.00	\$0.00	\$25,000.00																												

## Description of Contract Changes

The value of contract has been varied to \$35,000 maximum value. The supplier is no longer required to supply part of the research on Paid Parental Leave as it related to employer views on Paid Parental Leave.

**Signed** for and on behalf of the **Commonwealth of Australia** as represented by Department of the Prime Minister and Cabinet

**Customer’s Contract Manager**

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

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

Date: 11 May 2023 ✓

**Signed** for and on behalf of Elizabeth Hill

**Supplier’s Contract Manager**

Name: Elizabeth Hill

Position: Associate Professor, The University of Sydney

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

Date: 11/5/2023



# TAX INVOICE

**From:**

Elizabeth Hill

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

s 22(1)(a)(ii)

**Bill To:**

s 22(1)(a)(ii)

Department of the Prime Minister and Cabinet

ABN: 18 108 001 191

1 National Circuit

Barton ACT 2600

[weet@pmc.gov.au](mailto:weet@pmc.gov.au) and [apoperations@pmc.gov.au](mailto:apoperations@pmc.gov.au)

**Contract ID: CD011435**

11<sup>th</sup> May 2023

**Description of work:**

1. Qualitative data collection on parents' decision making about taking of parental leave and proposed changes.
2. Liaison with the WEET.
3. 30-page research report to the WEET with recommendations.
4. Two briefings to the WEET to inform the Albanese Labor government's proposed changes to the Federal Government's Paid Parental Leave (PPL) scheme, 2023–2026.

**TOTAL: \$25,000 (incl. GST)**

s 22(1)(a)(ii)

Associate Professor Elizabeth Hill

Bank details:

s 47G(1)