



**Ipsos Public Affairs**  
The Social Research and Corporate Reputation Specialists

Level 2, 51 Berry Street  
North Sydney NSW 2060  
Australia

**TAX INVOICE NO -  
21000490**

Payment Terms : 30 days net  
Due Date : 31/12/2021  
Invoice Date : **30/11/2021**  
( 1/1 )

DEPARTMENT OF PRIME MINISTER AND CABINET  
PO BOX 6500  
Canberra ACT 2600  
Australia

Company : Ipsos Public Affairs Pty Ltd [14004]  
ABN : 52 070 101 352

End Client : 12846638  
Sales Order : 21000130 S2  
Accounting Contact : s 47G(1)(a)

ABN : 18 108 001 191

Purchase Order Number :  
Client Contact : s 22(1)(a)(ii)  
Client Tel : s 22(1)(a)(ii)  
Client Email : s 22(1)(a)(ii) @pmc.gov.au

JOB NUMBER	SALES REF.	DESCRIPTION	TOTAL
2109605501 14180	s 47F Tel s 47F s 47F	Sales - National AMR Creative Nurturing Commission	10,064.70 AUD

Total Budget Research	33,549.00
Already Billed	.00
Percentage Billed on this Invoice	30.00%

**Invoice Subtotal** 10,064.70 **AUD**  
**GST** 1,006.47 **AUD**  
**Total Amount Due** 11,071.17 **AUD**

**Remit Payment to**

**IPSOS PUBLIC AFFAIRS PTY LTD**  
Level 2, 51 Berry Street  
North Sydney NSW 2060  
Australia

**Payment Details**

BSB Number :  
Swift Code : s 47G(1)(a)  
Account Number :  
Bank Name :  
Bank Address :



**Ipsos Public Affairs**  
The Social Research and Corporate Reputation Specialists

Level 2, 51 Berry Street  
North Sydney NSW 2060  
Australia

**TAX INVOICE NO -  
21000546**

Payment Terms : 30 days net  
Due Date : 16/01/2022  
Invoice Date : **16/12/2021**  
( 1/1 )

DEPARTMENT OF PRIME MINISTER AND CABINET  
PO BOX 6500  
Canberra ACT 2600  
Australia

Company : Ipsos Public Affairs Pty Ltd [14004]  
ABN : 52 070 101 352

End Client : 12846638  
Sales Order : 21000130 S2  
Accounting Contact : s 47G(1)(a)

ABN : 18 108 001 191

Purchase Order Number :  
Client Contact : s 22(1)(a)(ii)  
Client Tel : s 22(1)(a)(ii)  
Client Email : s 22(1)(a)(ii) @pmc.gov.au

JOB NUMBER	SALES REF.	DESCRIPTION	TOTAL
2109605501 14180	s 47F Tel s 47F s 47F	Sales - National AMR Creative Nurturing Final report	16,774.50 AUD

Total Budget Research	33,549.00
Already Billed	10,064.70
Percentage Billed on this Invoice	50.00%

**Invoice Subtotal** 16,774.50 **AUD**  
**GST** 1,677.45 **AUD**  
**Total Amount Due** 18,451.95 **AUD**

**Remit Payment to**

**IPSOS PUBLIC AFFAIRS PTY LTD**  
Level 2, 51 Berry Street  
North Sydney NSW 2060  
Australia

**Payment Details**

BSB Number :  
Swift Code : s 47G(1)(a)  
Account Number :  
Bank Name :  
Bank Address :



**Ipsos Public Affairs**  
The Social Research and Corporate Reputation Specialists

Level 2, 51 Berry Street  
North Sydney NSW 2060  
Australia

**TAX INVOICE NO -  
21000547**

Payment Terms : 30 days net  
Due Date : 16/01/2022  
Invoice Date : **16/12/2021**  
( 1/1 )

DEPARTMENT OF PRIME MINISTER AND CABINET  
PO BOX 6500  
Canberra ACT 2600  
Australia

Company : Ipsos Public Affairs Pty Ltd [14004]  
ABN : 52 070 101 352

End Client : 12846638  
Sales Order : 21000130 S2  
Accounting Contact : s 47G(1)(a)

ABN : 18 108 001 191

Purchase Order Number :  
Client Contact : s 22(1)(a)(ii)  
Client Tel : s 22(1)(a)(ii)  
Client Email : s 22(1)(a)(ii) @pmc.gov.au

JOB NUMBER	SALES REF.	DESCRIPTION	TOTAL
2109605501 14180	s 47F Tel s 47F s 47F	Sales - National AMR Creative Nurturing Final report accepted	6,709.80 AUD

Total Budget Research	33,549.00
Already Billed	26,839.20
Percentage Billed on this Invoice	20.00%

**Invoice Subtotal** 6,709.80 **AUD**  
**GST** 670.98 **AUD**  
**Total Amount Due** 7,380.78 **AUD**

**Remit Payment to**

**IPSOS PUBLIC AFFAIRS PTY LTD**  
Level 2, 51 Berry Street  
North Sydney NSW 2060  
Australia

**Payment Details**

BSB Number : s 47G(1)(a)  
Swift Code :  
Account Number :  
Bank Name :  
Bank Address :

## Annex 4 - DoSO Contract Template

### Contract

The Supplier's offer dated 24/ 11 /2021 for RFQ ID RD006438 is accepted - see attached Statement of Work (Part 2).

This Contract is issued under the **Deed of Standing Offer (DoSO) SON3754402** for Government Communications Campaign Panel. The Parties agree that by signing this Commonwealth Contract they enter into a Contract comprising of:

- The DoSO and its terms, to the extent these apply (including the Additional DoSO Terms)
- This Contract Details form
- Statement of Work (Part 1) - Details of Customer's Requirement, including any Additional Contract Terms (as amended and agreed between the parties, and attached at Schedule 1)
- Statement of Work (Part 2) - Supplier's Response (as amended and agreed between the parties, and attached at Schedule 2)
- Commonwealth Contract Terms in force at the RFQ Release Date, available here: (<https://www.finance.gov.au/government/procurement/commonwealth-contracting-suite-ccs>).

#### C.A.1 Contract Details

C.A.1(a)	Contract Reference ID	To be advised
C.A.1(b)	Contract Start Date	25 November 2021
C.A.1(c)	Contract End Date	The Contract will terminate on 31 January 2022.
C.A.1(d)	Contract Extension Option	The Contract may be extended by 5 months to 30 June 2022 at the Commonwealth's sole discretion.
C.A.1(e)	Maximum Contract Price	The maximum Contract Price inclusive of GST and all taxes and charges will not exceed <b>\$50,000</b> as set out in R.B.3.

This Contract commences on the Contract Start Date or the date this Contract is executed, whichever is the latter, and continues until the Contract End Date unless:

- it is terminated earlier; or
- there is a Contract Extension Option and this is exercised by the Customer, in which case the Contract will continue until the end of the extended time unless it is terminated earlier.

#### C.A.2 Customer's Particulars

C.A.2(a)	Customer Name	The Commonwealth of Australia as represented by Department of the Prime Minister and Cabinet
C.A.2(b)	Customer ABN	18 108 001 191
C.A.2(c)	Customer's Public Interest Disclosure Contact Officer <i>Refer to the Commonwealth DoSO Terms clause D.E.20.H.1 Public Interest Disclosure</i>	All Public Interest Disclosure matters relating to this Contract should be referred to: Name/Position: Public Interest Disclosure Officer Email Address: <a href="mailto:publicinterestdisclosure@pmc.gov.au">publicinterestdisclosure@pmc.gov.au</a>
C.A.2(d)	Delivery and Acceptance	See R.A.7 of Statement of Work (Part 1).
C.A.2(e)	Complaints <i>If your issue is not resolved, refer <a href="https://www.finance.gov.au">https://www.finance.gov.au</a> for more information relating to the handling of complaints</i>	In the first instance, complaints, if any, relating to this Contract should be directed to the Customer Contact Officer (see above) or: Name/Position: Complaints Handling Officer Email Address: <a href="mailto:s47E(d)@pmc.gov.au">s 47E(d) @pmc.gov.au</a>

#### C.A.3 Supplier's Particulars

C.A.3(a)	Supplier Name	Ipsos Public Affairs Pty Ltd
C.A.3(b)	Supplier ABN	52 070 101 352

C.A.3(c)	Supplier ACN	070 101 352
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**C.A.4 Notices under this Contract**

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

C.A.4(a)	Customer's Contract Manager	Name/Position: s 22(1)(a)(ii) Postal Address: PO Box 6500 Canberra ACT 2600 Australia Email: s 22(1)(a)(ii) @pmc.gov.au Telephone: s 22(1)(a)(ii)
C.A.4(b)	Supplier's Contract Manager	Name/Position: s 47F Postal Address: 51 Berry Street, North Sydney NSW 2060 Email: s 47F Telephone: s 47F

**C.A.5 Specified Personnel**

See R.B.4 of Statement of Work (Part 2) and D.D.3(r) of the DoSO.

**C.A.6 Subcontractors**

See R.B.5 of Statement of Work (Part 2).

**C.A.7 Invoices**

All invoices issued to the Customer must be addressed to the addressee and issued by email as specified in C.A.7(a) below.

C.A.7(a)	Customer's Address for Invoices	Addressee Name/Position: Department of the Prime Minister and Cabinet Attn: s 22(1)(a)(ii) Communications Branch Email: s 22(1)(a)(ii)
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**EXECUTED** as a contract:

**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)

Name of witness (*print*)

s 22(1)(a)(ii)

Signature of delegate

s 22(1)(a)(ii)

Name of delegate (*print*)

J. Ranson

Position of delegate (*print*)

Assistant Secretary (a/s)

Date:

1/12/2021

Executed by Ipsos Public Affairs Pty Ltd ACN 070 101 352 ABN 52 070 101 352 in accordance with section 127 of the *Corporations Act 2001* in the presence of:

Signature of director

s 47F

Signature of director/company secretary

(Please delete as applicable)

s 47F

Name of director (print)

s 47F

Name of director/company secretary (print)

s 47F (Company secretary)

Date:

30/11/2021

**Schedule 1 - Statement of Work (Part 1)**

Standing Offer Notice (SON) ID	SON3754402
RFQ Reference ID	RD006438
Customer Name	Department of the Prime Minister and Cabinet

**Details of Customer's Requirement**

The Supplier must provide the Customer's Requirement in accordance with the Deed of Standing Offer plus any detailed below:

<b>R.A.1</b>	<b>Required Capabilities</b>	<p>The Supplier is approved to, and may only, provide Services under the Deed of Standing Offer in relation to the following Required Capabilities:</p> <ul style="list-style-type: none"> <li>• Research</li> </ul>
<b>R.A.2</b>	<p><b>Detailed Description of the Requirement</b></p> <p>New legislation for the Automatic Mutual Recognition of Occupational Registrations (AMR) came into effect on 1 July 2021 and is now in place in New South Wales, Victoria, the Australian Capital Territory and the Northern Territory for a limited number of occupations. It will progressively commence in other states and include more occupations.</p> <p>The reform affects a wide range of stakeholders, including business and employer groups, trade unions, regulators, and consumer advocates, among others. Given the large yet diverse target audience, a government information campaign was approved to communicate the reforms.</p> <p>As part of the Village process for information campaigns, we have now completed through Ipsos the market research phase which has provided guidance on preferred communication channels. This phase included conducting qualitative and quantitative social research of relevant groups including border communities and registered workers. It also involved culturally and linguistically diverse and indigenous audiences.</p> <p>The results of the market research indicated that given the complexity of the reform, including its staged implementation across states and territories, and the large number of occupational registrations temporarily excluded from the scheme, initial advertising should be directed towards relevant industry and professional bodies. It is proposed that the campaign comprise industry-targeted public relations, including advertising in industry publications.</p> <p>The market research key findings include:</p> <ul style="list-style-type: none"> <li>• Good understanding of licence and registrations that are State-based</li> <li>• Levels of awareness of mutual recognition varies based on location, experience with mutual recognition and occupation</li> <li>• Overwhelmingly positive response to AMR</li> <li>• The benefits of AMR are ease, flexibility, time and cost</li> <li>• Industry and professional bodies and public relations are key to deliver information</li> <li>• Messaging – e.g. 'automatic' implies a short and simple process and risks overpromising</li> </ul> <p>The campaign is currently at the creative concepting phase and the allocated Village creative agency partner, The Monkeys, has provided options to consider and select one to take forward. The concepts respond to the market research that was undertaken and must support business and communication objectives to raise awareness and uptake of AMR.</p> <p>They have also been designed to appeal to stakeholders nation-wide given the target audience and be suitable for both industry-targeted advertising as well as mass media advertising. Industry-targeted advertising could occur early 2022 with mass media advertising possibly being conducted in late 2021-22 once more states have entered the scheme and in the lead up to the exemptions removed for many occupations from 1 July 2022.</p>	

		<p>The Supplier to undertake comparative testing of the creative concept options with representatives from the target audience to help ensure that the concept that is taken forward into market effectively and efficiently meets target audience information needs. The concept testing is preferably to be undertaken in December 2021 and is to identify the following, including but not limited to:</p> <ul style="list-style-type: none"> <li>target audience reactions to each of the creative concepts communicating AMR, mutual recognition and occupational mobility</li> <li>the creative concepts that resonate the most with target audiences and compel them to take up the call to action</li> <li>how well the creative concepts convey the strategic territory of 'AMR makes it easier for licensed and registered workers, saving them time and money'</li> <li>the key aspects of the creative concepts that target audiences like or dislike i.e. platforms, tag lines, messaging and visuals (lock-ups and other imagery)</li> <li>whether the creative concepts are memorable, easy to understand or risk being divisive, and</li> <li>any creative considerations that are specific to particular industries and locations.</li> </ul> <p>It is envisaged that the research methodology would be small scale qualitative activities e.g. four focus groups with target audience participants and spread nationally with a particular focus on border communities.</p> <p>Further research such as benchmarking research may also be required to be undertaken in the 2021-22 financial year. In which case, a detailed description of the requirements for these will be provided in a separate Work Order.</p> <p>Key deliverables including, but not limited to:</p> <ul style="list-style-type: none"> <li>develop materials as needed to support undertaking the creative concept testing (in addition to the creative materials provided by The Monkeys) e.g. discussion guide/s for focus groups</li> <li>undertake the creative concept testing</li> <li>provide a creative concept testing report on key findings and recommendations - comprising of a top-line report shortly following the conclusion of the testing and then a full detailed report of key findings and recommendations.</li> </ul>
<b>R.A.3</b>	<b>Standards</b>	<p>The Supplier must comply with the following Standards:</p> <ul style="list-style-type: none"> <li>Any Standards specified in the DoSO</li> </ul>
<b>R.A.4</b>	<b>Key Performance Indicators</b>	<p>The Supplier is to provide the Services to a standard of due skill, care and diligence expected of an expert, professional provider of such Services.</p>
<b>R.A.5</b>	<b>Security Requirements</b>	<p>Supplier personnel undertaking work on this Contract will not be required to hold a current security clearance.</p> <p>The Supplier must comply with the following Security Requirements:</p> <ul style="list-style-type: none"> <li>Any Security Requirements specified the DoSO</li> </ul>
<b>R.A.6</b>	<b>Work Health and Safety</b>	<p>The Supplier must comply with the following Work Health and Safety requirements:</p> <ul style="list-style-type: none"> <li>Work Health and Safety requirements specified in DoSO</li> </ul>
<b>R.A.7</b>	<b>Delivery and Acceptance</b>	<p>The Supplier must comply with the following Delivery and Acceptance requirements:</p> <ul style="list-style-type: none"> <li>Delivery and Acceptance requirements specified in DoSO</li> </ul>
<b>R.A.8</b>	<b>Reporting</b>	<p>The Supplier must provide the Customer with reports as set out below:</p>

		<ul style="list-style-type: none"> <li>• Regular updates during the planning, implementation and reporting phases of the creative concept testing</li> <li>• Top-line report of key findings and recommendations shortly following the conclusion of the creative concept testing</li> <li>• Full detailed report of key findings and recommendations at the conclusion of the creative concept testing.</li> </ul>
R.A.9	<b>Meetings</b>	<p>The Supplier must attend meetings as follows:</p> <ul style="list-style-type: none"> <li>• As needed at the request of the Customer e.g. presentation of creative concept testing key findings and recommendations to the Customer's stakeholders.</li> </ul>
R.A.10	<b>Facilities and Assistance offered by the Customer</b>	The Customer will not make any facilities or assistance available to the Supplier.
R.A.11	<b>Customer Material provided by the Customer:</b>	The Customer will not provide any material.
R.A.12	<b>Insurances</b>	<p>The Supplier must have and maintain for the duration of the Contract:</p> <p>(a) to the extent required by Law, workers' compensation insurance in respect of the Service Provider's liability for any loss or claim by a person employed or otherwise engaged, or deemed to be employed or otherwise engaged, by the Service Provider in connection with the Services;</p> <p>(b) public liability insurance covering legal liability (including liability assumed under contract) for loss or damage to property or injury or death to persons arising out of or in connection with carrying out the Services for an insured amount of \$10 million per occurrence and not less than \$20 million in aggregate; and</p> <p>(c) either professional indemnity or errors and omissions insurance for an insured amount of \$5 million per occurrence and not less than \$10 million in aggregate.</p>
R.A.13	<b>Indigenous Procurement Policy Requirements</b>	<p>The Supplier must use reasonable endeavours to increase your:</p> <ul style="list-style-type: none"> <li>• purchasing from Indigenous enterprises; and</li> <li>• employment of Indigenous Australians,</li> </ul> <p>in the provision of the Required Capabilities.</p> <p>Purchases from Indigenous enterprises may be in the form of engagement of an Indigenous enterprise as a subcontractor, and use of Indigenous suppliers in the seller's supply chain.</p> <p>In R.A.13, "<b>Indigenous enterprise</b>" means an organisation that is 50 per cent or more Indigenous owned that is operating a business.</p>
R.A.14	<b>WGE compliance</b>	<p>Should the Supplier be deemed a 'relevant employer' for the purposes of the Workplace Gender Equality Act 2012 (Cth) (the WGE Act), the Supplier must comply with its obligations, if any, under the WGE Act.</p> <p>If the Supplier becomes non-compliant with the WGE Act, the Supplier must notify the Customer.</p> <p>The Supplier warrants on the Contract Start Date that:</p>

		(a) it is not named by the Workplace Gender Equality Agency as an employer that is currently not complying with the WGEA;
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## Additional Contract Terms

An executed Contract will incorporate the Commonwealth Contract Terms current at the date of the Request for Quote, the following Additional Contract Terms, and any applicable terms in the DoSO, will form the Contract if agreed and signed by the Customer:

R.A.15	<p><b>Payment</b></p> <p>Where the Customer and the Supplier both have the capability to deliver and receive e-Invoices through the Pan-European Public Procurement On-Line (<b>PEPPOL</b>) framework and have agreed to use electronic invoicing (e-Invoicing), the Customer will pay the amount of a Correctly Rendered Invoice to the Supplier within five (5) calendar days after receiving it, or if this day is not a business day, on the next business day.</p> <p>In all other circumstances, the Customer will pay the amount of a Correctly Rendered Invoice to the Supplier within twenty (20) calendar days after receiving it, or if this day is not a business day, on the next business day.</p> <p>If the total initial value of the Contract (excluding any options, extensions, renewals or other mechanisms that may be executed over the life of the contract) is less than A\$1 million (GST inclusive) and the Customer fails to make a payment to the Supplier by the business day it is due, the Customer will pay the unpaid amount plus interest on the unpaid amount, provided the amount of interest payable under this clause exceeds A\$100.</p> <p>Interest payable under this clause will be simple interest calculated in respect of each calendar day from the day after the amount was due and payable, up to and including the day that the Customer effects payment, calculated using the General Interest Charge Rate available on the Australian Taxation Office website as it applies on the day the amount was due and payable expressed as a daily rate.</p>
R.A.16	<p><b>Intellectual Property – Customer Owns</b></p> <p>The Customer owns the Intellectual Property Rights in the Material created under this Contract.</p> <p>To the extent the Supplier or a third party holds any Intellectual Property Rights in any existing Material, the Supplier hereby agrees to licence the Customer to enable the Customer to exercise full rights and interests in the Intellectual Property Rights in any Material provided under this Contract. The Supplier agrees to create, execute or sign any documents and perform all acts which may be necessary to allow the use of those rights by the Customer for any purpose.</p> <p>The Customer grants to the Supplier a non-exclusive, non-transferable, irrevocable, royalty-free licence for this Contract Term to exercise the Intellectual Property Rights in the Material for the sole purpose of fulfilling its obligations under this Contract. The licence in this clause is subject to any conditions or limitations of third parties that the Customer notifies to the Supplier.</p> <p>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.</p>
R.A.17	<p><b>Pre-Existing Intellectual Property</b></p> <p>For pre-existing Intellectual Property listed at <b>R.B.7</b> (if any), the Supplier grants to, or in the case of Third-Party Material, must obtain for the Customer a non-exclusive, irrevocable, royalty-free, perpetual, world-wide licence (including the right to sub-licence) to exercise the Intellectual Property Rights in all Pre-existing Material and Third-Party Material incorporated into the Material to enable the Customer to receive the full benefit of the Goods and/or Services and the Material and to exercise its rights in relation to the Material.</p>
R.A.18	<p><b>Confidential Information of the Supplier</b></p> <p>For confidential information of the Supplier listed at <b>R.B.8</b> (if any), the Customer agrees that the information meets the Commonwealth's confidentiality guidelines and agrees to treat the information as confidential unless required by law to disclose the information. The Customer retains the right to disclose any other information contained in this Contract.</p>
R.A.19	<p><b>Directions from the Lead Customer</b></p> <p>The Supplier must comply with any reasonable directions given by the Lead Customer from time to time in relation to the performance of the Services under this Contract. If there is any inconsistency in any direction given by the Lead Customer under this DoSO or a Customer under any Contract, the directions of the Lead Customer will prevail.</p>



## Schedule 2 - Statement of Work (Part 2)

**R.B.1**

<b>R.B.1</b>	<b>Supplier Details</b>	
R.B.1(a)	Supplier Name	Ipsos Public Affairs Pty Ltd
R.B.1(b)	Supplier ABN	52 070 101 352
R.B.1(c)	Supplier ACN	070 101 352
R.B.1(d)	Supplier Contact Officer Unless otherwise specified, the Contact Officer is nominated as the Supplier Contract Manager.	Name/Position: s 47F Postal Address: 51 Berry Street, North Sydney NSW 2060 Email: s 47F Telephone (direct): s 47F Telephone (mobile): s 47F

# R.B.2

R.B.2	<b>Detailed Proposal to meet the Customer's Requirement</b>
	<p><b>Background</b></p> <p>In order to ease the process of working across multiple jurisdictions, the Australian Government is introducing new legislation which will impact licensed workers. While the Automatic Mutual Recognition (AMR) is planned to be introduced on 1 July 2021 (dependent on the passage of the legislation), it will be progressively implemented across States and Territories. This will enable states and territories to exempt occupational registrations temporarily for the first twelve months of the scheme and for periods up to five years where significant risks arise.</p> <p>While maintaining high standards of consumer protection as well as worker and public safety, AMR will reduce the red tape, cost and restrictions on workers requiring different licences to work in different states.</p> <p>Ipsos conducted developmental research which indicated that given the complexity of the reform, including its staged implementation across states and territories, and the large number of occupational registrations temporarily excluded from the scheme, initial advertising should be directed towards relevant industry and professional bodies. It is proposed that the campaign comprise industry-targeted public relations, including advertising in industry publications.</p> <p>Further, Ipsos identified that in developing the communications the key benefits of AMR are ease, flexibility, time and cost and there care is needed with phrasing and terminology as 'automatic' implies a short and simple process and risks overpromising.</p> <p>Following the research, The Monkeys have developed 3 creative concepts for consideration and the Department is seeking to explore and understand target audience reactions to these.</p> <p>The campaign objectives are to:</p> <ul style="list-style-type: none"> <li>- Increase awareness of AMR and its benefits.</li> <li>- Balance increasing awareness with the message that it will be implemented progressively, and safeguards will be in place to protect consumers, workers etc.</li> <li>- Motivate behaviour change: <ul style="list-style-type: none"> <li>o Increased occupational mobility over time,</li> <li>o Drive target audience to the website and/or State and Territory regulators to find out information and if they are eligible.</li> </ul> </li> </ul> <p><b>Research Objectives</b></p> <p>The overall objective for the research is to aid in decision making regarding which campaign concept to move forward with and to inform optimisation of that concept.</p> <p>To achieve the overall objective, the following will be identified:</p> <ul style="list-style-type: none"> <li>• target audience reactions to each of the creative concepts communicating AMR, mutual recognition and occupational mobility;</li> <li>• the creative concepts that resonate the most with target audiences and compel them to take up the call to action;</li> <li>• how well the creative concepts convey the strategic territory of 'AMR makes it easier for licensed and registered workers, saving them time and money';</li> <li>• the key aspects of the creative concepts that target audiences like or dislike i.e. platforms, tag lines, messaging and visuals (lock-ups and other imagery);</li> <li>• whether the creative concepts are memorable, easy to understand or risk being divisive; and</li> <li>• any creative considerations that are specific to particular industries and locations.</li> </ul>

### Methodology Overview

As per the brief we are recommending a series of 4 group discussions (to be conducted online) among key industry licenced workers in the border communities of Albury-Wodonga and Coolangatta-Tweed Heads.

We would recruit for 5 participants in each group and as with the previous research, we are recommending a mix of occupations but grouping them along the lines of white collar and blue collar to provide some degree of homogeneity to the type of people in the discussion. We have focussed on Albury Wodonga and Tweed Heads - Gold Coast as these are key and sizable populations to draw from.

### Recruitment

We will use the same recruitment screener as in the developmental research and in fact due to the quick time frame allotted for the research (and the difficult and small population of interest) would begin the recruitment process by re-contacting and inviting participants from the developmental research. This is not unusual in campaign development research. Occasionally we embark on a research process with a single cohort, talking to them at territory development phase, then re engaging with them at concept stage and again at the final creative. In this case we think this will work well due to the difficulty of the recruit and the complexity of the current and future arrangements – we won't need to spend a lot of time exploring understanding of the system or explaining the new system.

### Moderation

The qualitative groups and interviews will be moderated by s 47F and s 47F, two of our most experienced moderators.

s 47(1)(a)

The discussions will be recorded with participants' permission. All group participants will be offered a financial incentive to thank them for their time and contribution.

### Standards

The Supplier proposes to meet the following Standards:

Ipsos Australia is a member of the Australian Data and Insights Association (ADIA) (formerly Association of Market and Social Research Organisations (AMSRO)). All ADIA members agree to be bound by the Code of Professional Behaviour under The Research Society (TRS) (formerly AMSRS).

Ipsos Public Affairs is dedicated to the consistently delivering the highest quality in all of our work. The first industry-specific standard for quality (AS 4752) was launched in 2004; Ipsos Public Affairs was proud

to be the second firm in Australia to receive accreditation to this Standard. In 2019 we upgraded our certification to AS ISO 20252:2019, the current industry standard that combines the previous ISO 20252 and panel access standard ISO 26362. This standard sets out guidance and requirements relating to the way in which research studies are planned, carried out, supervised, and reported, from the initial contact between the client and service provider, to presentations of results to the client. In addition, we have maintained our certification to the ISO 9001 Quality Management Standard. Our clients can be assured that our research is conducted in accordance with the requirements of these standards that advocate for consistency and transparency in the way surveys are carried out, and confidence in their results and in their providers.

Ipsos Public Affairs ensures that all fieldwork carried out by our fieldwork providers meet relevant quality assurance standards (ISO 20252, or equivalent). Ipsos Public Affairs also supports the Your Views Count initiative, designed to support both the general public and the research industry in making sure that the public is fully informed about the importance of participating in research, and is able to differentiate between genuine research and telemarketing.

The peak body for marketing and social research organisations, ADIA, provides a seal of endorsement that ensures that its members are quality assured, upholding the highest ethical standards and working under Australia's only (non-mandatory) registered Industry APP Privacy Code. This Trust Mark also provides research buyers the assurance that their data is protected and confirmation that customer details are not used for direct marketing. Ipsos and its specialist data collection division, I-view have both been awarded the ADIA Trust Mark.

ADIA members are awarded the Trust Mark as part of their membership once they have met the following strict criteria:

1. Privacy: Adherence to the Privacy (Market & Social Research) Code. The Code has been developed to provide data, insights and research organisations certainty under the Privacy Amendment Act (launched in 2014). The Code
2. works to ensure ADIA members follow the highest privacy and ethical standards.
3. Quality assurance: Companies must have the International Standard for Market, Opinion and Social Research qualifications (ISO 20252)
4. Ethics: Adherence to The Research Society Code of Professional Behaviour

To maintain the Trust Mark, research organisations are subject to independent ISO audits, comply with ADIA's co-regulated privacy code and participate in ongoing member training.

Further details about the Trust Mark for purchasers of research is available on the ADIA website: <https://dataandinsights.com.au/directory/>.

### Key Performance Indicators

The Supplier proposes to meet the required timelines and deliverables.

### Timeframe

In order to meet the key project milestones, a proposed timeline is suggested below:

Activity	Timing
Proposal submitted	24 <sup>th</sup> Nov
Sign off required	midday 25 <sup>th</sup> Nov
Recruitment begins	25 <sup>th</sup> Nov
Draft discussion guide delivered	2 <sup>nd</sup> Nov
Groups	7 <sup>th</sup> Nov
Topline report and verbal discussion of key findings	8 <sup>th</sup> Nov

	<p>Final report <span style="float: right;">10<sup>th</sup> Nov</span></p> <p><b>Deliverables</b></p> <p>The day following the group discussions we would provide The Department with a brief summary of reactions to the three executions and a recommended concept and discuss this via a Teams call, which we assume will include The Monkeys and Horizon. We would then work on a brief PowerPoint based final that provides key overall findings, reactions to each concept, strengths of each, as well as watch outs and suggested refinements. The idea behind this report is to provide more detailed feedback on each concept and to deliver it quickly so that learnings can be provided to The Monkeys quickly, given the desire to move quickly into production then into market.</p>
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## R.B.3

<p><b>R.B.3</b></p>	<p><b>Price (GST Inclusive)</b></p> <p>The pricing template is attached, with key breakdown (inclusive of GST) shown below:</p> <ul style="list-style-type: none"> <li>• Total Indicative Costs \$11,784 (inc GST)</li> <li>• Total FTE \$25,120 (inc GST)</li> <li>• <b>TOTAL COST \$36,904 (inc GST)</b></li> </ul> <p><b>Payment Schedule:</b></p> <ul style="list-style-type: none"> <li>• \$11,071.20 (inc GST) on commissioning</li> <li>• \$18,452.00 (inc GST) on final report delivery</li> <li>• \$7,380.80 (inc GST) on acceptance of final report</li> </ul> <p>Maximum fees payable during the Contract Term is <b>\$50,000.00 (inc GST)</b> to cover additional services and expenses such as the need to include additional focus groups. Should the cost of the contract exceed <b>\$36,904.00 (inc GST)</b>, the Supplier must seek written approval from the Customer prior to the commencement of the additional services.</p>
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## R.B.4

<p><b>R.B.4</b></p>	<p><b>Specified Personnel</b></p> <p>Only specify personnel where the Customer Requirement has identified personnel are required to have specific skills, experience or qualifications.</p> <p>Insert 'Not Applicable' if none.</p>	<p>Name: s 47F Position/Role: Research Principal &amp; Qualitative Lead s 47F</p> <p>Name: s 47F Position/Role: Primary Qualitative - Moderator s 47F</p> <p>Name: s 47F Position/Role: Quantitative Research Assistant s 47F</p>
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## R.B.5

R.B.5	<b>Subcontractors</b> Provide details for each subcontractor organisation you will use. Insert 'Not Applicable' if none.	Full Legal Name: Rushton Services Pty Ltd T/A The Human Network Postal Address: P.O. Box 4201, East Gosford, NSW 2250 ABN: 36 625 846 460 Scope of Works to be Subcontracted: Qualitative recruitment
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## R.B.6

R.B.6	Conflicts of Interest	Nil
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## R.B.7

R.B.7	Pre-existing Intellectual Property	Not applicable.
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## R.B.8

R.B.8	Confidential Information	Not applicable.
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## R.B.9

R.B.9	Other Relevant Details	<b>Sustainability credentials</b> Ipsos is committed to the principles of sustainable development and environmental stewardship. In all business operations Ipsos recognises the organisation has an obligation to improve its environmental performance and contribute positively to the communities in which it operates. In 2008, Ipsos established a global Corporate Social Responsibility (CSR) strategy Taking Responsibility with three key objectives: <ul style="list-style-type: none"> <li>• Adhering to the 10 Principles of the United Nations Global Compact</li> <li>• Measuring and reducing our environmental footprint</li> <li>• Measuring and increasing our social/societal impact</li> </ul> Globally, since 2009, Ipsos has committed to adhering to the United Nations Global Compact initiative. The United Nations Global Compact was launched in 2000 with the primary objective of aligning business with universal social and environmental values. Companies that adhere to the Global Compact commit to "embracing, supporting and enacting" ten principles in the areas of human rights, labour, environment and anti-corruption. The ten principles are derived from internationally recognised standards such as the Universal Declaration of Human Rights, the International Labour Organisation's Declaration on Fundamental
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		<p>Principles and Rights at Work and the Rio Declaration on Environment and Development. Further information on principles can be found here:  <a href="http://www.unglobalcompact.org.au/about/principles">http://www.unglobalcompact.org.au/about/principles</a></p> <p>To be a part of this agreement, Ipsos committed to the ten sustainability principles. Ipsos reports on our progress to the United Nations and through our annual reports. As an international group that operates in more than 100 countries, we have a significant role in making business a driver for sustainability. By adhering to the United Nations Global Compact, we are demonstrating our long terms commitment to expand and grow responsibly; in ways that benefit local economies and societies. Ipsos' Global Environmental Policy is publicly available here: <a href="https://www.ipsos.com/en-au/taking-responsibility">https://www.ipsos.com/en-au/taking-responsibility</a></p> <p>Reflecting the global CSR strategy, Ipsos Australia developed a local environmental sustainability policy that contributes to local understanding and minimisation of the environmental impact of our operations. Ipsos Australia commits to actively managing our direct and indirect impacts on the environment to minimise our environmental footprint. This policy provides an overarching framework that facilitates our ability to manage and minimise adverse environmental impacts. The policy has six areas of focus: recycling and waste minimisation; responsible purchasing; workforce engagement; sustainable travel; energy and water; and legal obligations.</p>
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## R.B.10

<p><b>R.B.10</b></p>	<p><b>Attachments</b>                  Detail any other files that form part of the Supplier's Response.</p>	<p>Yes price schedule attached</p>
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## Commonwealth Contract Terms

### C.C.1 Background:

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

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

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

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

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

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

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

### C.C.3 Conflict of interest:

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

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

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

The Contract is comprised of:

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

unless otherwise agreed in writing between the parties.

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

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

### C.C.5 Governing Law:

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

### C.C.6 Entire Agreement:

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

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

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

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

### C.C.7 Survival:

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

### C.C.8 Notices:

A Notice is deemed to be effected:

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

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

### C.C.9 Assignment:

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

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

### C.C.10 Subcontracting:

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

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

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

## Commonwealth Contract Terms

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

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

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

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

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

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

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

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

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

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

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

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

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

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

### C.C.13 Specified Personnel:

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

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

- (a) is not performing the Supplier's obligations under the Contract to the standard or within the timeframe reasonably required by the Customer;
- (b) is not a fit and proper person; or
- (c) is not suitably qualified to perform the Services.

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

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

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

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

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

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

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

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

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

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

## Commonwealth Contract Terms

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

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

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

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

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

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

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

### C.C.17 Supplier Payments:

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

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

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

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

### C.C.18 Dispute Resolution:

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

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

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

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

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

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

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

### C.C.19 Transition In:

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

### C.C.20 Transition Out:

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

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

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

## Commonwealth Contract Terms

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

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

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

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

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

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

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

### B. Privacy Act 1988 (Cth) Requirements: In providing the Goods and/or Services, the Supplier agrees to comply, and to ensure that its officers, employees, agents and subcontractors comply with the *Privacy Act 1988* (Cth) and not to do anything, which if done by the Customer would breach an Australian Privacy Principle as defined in that Act.

### C. Confidential Information: Other than information available in the public domain, the Supplier agrees not to disclose to any person, other than the Customer, any confidential information relating to the Contract or the Goods and/or Services, without prior written approval from the Customer. This obligation will not be breached where the Supplier is required by law or a stock exchange to disclose the relevant information or where the relevant information is publicly available (other than through breach of a confidentiality or non-disclosure obligation).

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

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

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

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

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

### E. Criminal Code: The Supplier acknowledges that the giving of false or misleading information to the Commonwealth is a serious offence under section 137.1 of the schedule to the *Criminal Code Act 1996* (Cth). The Supplier must ensure that any subcontractor engaged in connection with the Contract is aware of the information contained in this clause.

### F. Fraud: For the purposes of this clause, Fraud means dishonestly obtaining a benefit from the Commonwealth or causing a loss to the Commonwealth by deception or other means.

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

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

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



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