Standing Offer for the Provision of Ad-hoc Actuarial Services

Between

Commonwealth of Australia, represented by the Department of Finance and Deregulation

and

XXXXXXXXXXXXX
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AGREEMENT

DATE

PARTIES

The Commonwealth of Australia, represented by the Department of Finance and Deregulation (ABN 61 970 632 495) (“Finance”).

XXXXX (the "Service Provider").

RECITALS

A. Finance and certain other nominated agencies may, from time to time, require the provision of ad-hoc actuarial and related services (the "Services").

B. The Service Provider has fully informed itself on all aspects of work required to be performed and has agreed to make a standing offer to Finance for the provision of the Services on the terms and conditions contained in this Deed.

C. The Service Provider acknowledges that there is no guarantee that Finance nor any nominated agency will place any Order for Services.

D. If Finance or a nominated agency issues an Order, the Service Provider agrees to provide the Services to Finance or that agency in accordance with the terms and conditions of this Deed and the relevant Order.

OPERATIVE PROVISIONS

1. INTERPRETATION

1.1 The following definitions apply in this Deed.

"Business Day" means a day on which trading banks are open for business in the Australian Capital Territory.

"Client Relationship Manager" means the person nominated from time to time by the Service Provider who is responsible for administering this Deed on behalf of the Service Provider.

"Commencement Date" means the date this Deed is executed by the Parties, or, if executed on separate dates, the date of the last execution.

"Commonwealth" means the Commonwealth of Australia.

"Commonwealth Material" means any Material provided by Finance to the Service Provider for the purposes of this Deed or a Contract or which is copied or derived from Material so provided.

"Confidential Information" includes Finance Confidential Information and Service Provider Confidential Information.

"Conflict of Interest" means in relation to the Service Provider, or as far as the Service Provider is aware, after making all appropriate enquiries in respect of its personnel, any circumstances which:
(a) constitute a conflict;
(b) constitute a known risk of conflict; or
(c) may be perceived by others to constitute a conflict,

between the interests of Finance and those of the Service Provider or its personnel (or between the duties of the Service Provider or its personnel to Finance and their duties to another person) in relation to the performance of the Services, whether through corporate, professional or personal relationships.

"Contract" means a contract formed by Finance issuing an Order in accordance with clause 6.3.

"Contract Manager" means the person nominated by Finance from time to time who is responsible for administering this Deed on behalf of Finance.

"Corporations Act" means the Corporations Act 2001 (Cth).

"Data" includes all information stored on magnetic tapes, disks or in written form of any kind.

"Deed" means this Deed of Standing Offer including the Schedules and any annexures, as amended from time to time.

"Deed Material" means all Material developed, created, collected or used by the Service Provider or required to be developed, created, collected or used by the Service Provider as part of, or for the purpose of performing, the Services but excludes Commonwealth Material.

"Estimate" means an estimate of Fees provided to Finance by the Service Provider in accordance with clause 8.

"Fees" means the fees for the Services calculated in accordance with clause 10 and Schedule 2.

"Finance" means the Department of Finance and Deregulation or such agency or department as may, from time to time, administer this Deed on behalf of the Commonwealth, and, where the context requires it, a Nominated Agency.

"Finance Confidential Information" means information that:
(a) is by its nature confidential;
(b) is designated by Finance as confidential;
(c) the Service Provider knows or ought to know is confidential; or
(d) is comprised in or relates to Commonwealth Material or Deed Material,

but does not include information which:
(e) is or becomes public knowledge other than by breach of this Deed or any other confidentiality obligations; or
(f) has been independently developed or acquired by the Service Provider as established by written evidence.

"GST" means the same as in the GST Law.
"GST Law" has the same meaning as in the *A New Tax System (Goods and Services Tax) Act 1999* (Cth) and any regulations made under that Act.

"Insolvency Event" means, for a person, being in liquidation or provisional liquidation or under administration, having a controller (as defined in the Corporations Act) or analogous person appointed to it or any of its property, being taken under section 459F(1) of the Corporations Act to have failed to comply with a statutory demand, being unable to pay its debts or otherwise insolvent, dying, ceasing to be of full legal capacity or otherwise becoming incapable of managing its own affairs for any reason, taking any step that could result in the person becoming an insolvent under administration (as defined in section 9 of the Corporations Act), entering into a compromise or arrangement with, or assignment for the benefit of, any of its members or creditors, or any analogous event.

"Instructing Officer" means an officer of Finance who places an Order with the Service Provider or who is nominated in an Order as the Finance officer who will liaise with the Service Provider in respect of the Services which are the subject of the Order.

"Intellectual Property" includes business names, copyrights, and all rights in relation to inventions, patents, registered and unregistered trade marks (including service marks), registered designs, and semi-conductor and circuit layouts, and all other rights resulting from intellectual activity in the industrial, scientific, literary or artistic fields.

"Loss" means any loss, cost or expense (including legal costs and expenses on a solicitor and own client basis) or liability. "Loss" includes, for the purposes of *clause 25.1(n)*, any amount paid by Finance for an interference with the privacy of an individual being a reasonable amount as compensation for loss or damage for which Finance would have been liable under the *Privacy Act 1988* (Cth) if such breach had been that of Finance.

"Material" includes documents, equipment, software, goods, information and data stored by any means.

"Month" or "month" means a calendar month.

"Moral Rights" means rights of integrity of authorship, rights of attribution of authorship, rights not to have authorship falsely attributed, and rights of a similar nature conferred by statute, that exist, or may come to exist, anywhere in the world.

“Nominated Agency” means an agency under the *Financial Management and Accountability Act 1997* or a body under the *Commonwealth Authorities and Companies Act 1997* which may require the provision of Services under this Deed.

"Order" means an order issued by Finance under *clause 6*.

"Other Provider" means any other service provider who has entered into similar arrangements to this Deed with Finance in respect of the provision of services similar to the Services.

"Party" means Finance or the Service Provider, as the context requires.

"Personal Information" means information or an opinion (including information or an opinion forming part of a database), whether true or not, and whether recorded in a material form or not, about a natural person whose identity is apparent, or can reasonably be ascertained from the information or opinion.

"Quotation" means a quotation submitted by the Service Provider in accordance with *clause 7.2*. 
"Request for Quotation" means a request for quotation substantially in the form set out in Schedule 6.

"Service Evaluation Form" means a method that Finance may use to monitor the Service Provider’s delivery of the Services in the form of a short questionnaire to be completed by an Instructing Officer, or such other officer as an Instructing Officer nominates, in respect of a Contract.

"Service Provider" includes officers, employees, subcontractors and agents of the Service Provider, where the context so requires.

"Service Provider Confidential Information" means information that:

(a) is by its nature confidential and is listed in Schedule 3;

but does not include information which:

(b) is or becomes public knowledge other than by breach of this Deed or a Contract or any other confidentiality obligation; or

(c) has been independently developed or acquired by Finance as established by written evidence.

"Service Provider Personnel" means the officers, employees, agents or subcontractors of the Service Provider or its subcontractors.

"Services" means the services, or any part of the services, described in Schedule 1 and includes the preparation, presentation and delivery of Deed Material.

"Specified Personnel" means the Service Provider Personnel, approved by Finance, who will be used by the Service Provider to provide Services to Finance in respect of a Contract.

"State" means a state or territory of the Commonwealth.

"Tax Invoice" has the same meaning as in the GST Law.

"Term" means the period referred to in clause 2.1 and includes any extended term under clause 2.2 and any reduced term.

"Year" or "year" means a period of 12 months.

1.2 Headings are for convenience only, and do not affect interpretation. The following rules also apply in interpreting this Deed, except where the context makes it clear that a rule is not intended to apply.

(a) A reference to:

(i) legislation (including subordinate legislation) is to that legislation as amended, re-enacted or replaced, and includes any subordinate legislation issued under it;

(ii) a document or agreement, or a provision of a document or agreement, is to that document, agreement or provision as amended, supplemented, replaced or novated;

(iii) a Party to this Deed or to any other document or agreement includes a permitted substitute or a permitted assign of that Party;
(iv) Any body is:

(A) If that body is replaced by another organisation, deemed to refer to that organisation; and

(B) If that body ceases to exist, deemed to refer to the organisation which most nearly or substantially serves the same purposes or objects of that body;

(v) A person includes any type of entity or body of persons, whether or not it is incorporated or has a separate legal identity, and any executor, administrator or successor in law of the person;

(vi) Monetary units refer to units of Australian currency; and

(vii) Any thing (including a right, obligation or concept) includes each part of it.

(b) A reference to a Contract includes any Contract and each Contract as the context requires.

(c) A singular word includes the plural, and vice versa.

(d) A word which suggests one gender includes the other gender.

(e) If a word is defined, another part of speech has a corresponding meaning.

(f) If an example is given of any thing (including a right, obligation or concept), such as by saying it includes something else, the example does not limit the scope of that thing.

(g) The word "agreement" includes an undertaking or other binding arrangement or understanding, whether or not in writing.

(h) The words "subsidiary", "holding company" and "related body corporate" have the same meanings as in the Corporations Act.

1.3 If the day on or by which a person must do something under this Deed or a Contract is not a Business Day:

(a) If the act involves a payment that is due on demand, the person must do it on or by the next Business Day; and

(b) In any other case, the person must do it on or by the previous Business Day.

1.4 The Schedules (and annexures if any) form part of this Deed. If any part of this Deed conflicts with any other part, that part higher in the following list takes precedence:

(a) Clauses 1 to 46 inclusive of this Deed;

(b) The Schedules;

(c) The annexures.

1.5 The grant of approval or consent by Finance under this Deed or a Contract will not relieve the Service Provider from any liability under this Deed or a Contract.
2. **TERM OF DEED**

2.1 This Deed commences on the Commencement Date and, subject to this Deed, will continue in force for the period to 31 December 2013 ("Term").

2.2 Finance may, at its sole and absolute discretion, extend the Term of this Deed for two additional periods not exceeding one year each by, in each case, providing written notice to the Service Provider at least three months prior to the expiry of the Term.

3. **SERVICE PROVIDER’S OBLIGATIONS**

3.1 The Service Provider must perform the Services:

   (a) at a high standard and in accordance with professional standards of conduct applying to the performance of work by professional actuarial professionals and business advisers at the time; and

   (b) in accordance with the requirements of Schedule 1 and any instructions given by the Instructing Officer in respect of a Contract.

3.2 The Service Provider warrants that it has the necessary expertise, experience, capacity and facilities required to perform the Services in accordance with this Deed; and

   (a) the Services will be carried out with due care and skill and that any Material supplied in connection with the Services will be reasonably fit for the purpose for which it is supplied.

3A **SERVICES TO OTHER AGENCIES**

3.1A The Service Provider offers to provide the Services to any Nominated Agency in accordance with the requirements set out in this clause 3A.

3.2A A Nominated Agency may request the supply of Services in accordance with clause 6 by giving the Service provider a completed Order Form.

3.3A Each Order Form agreed with the Service Provider in accordance with this Deed will create a separate contract between the Service Provider and:

   (a) the Commonwealth represented by the Nominated Agency (where that agency is subject to the Financial Management and Accountability Act 1997 (Cth); or

   (b) the Nominated Agency;

as the case requires, for the supply by the Service Provider of the requested Services to the Nominated Agency. For the sake of clarity, the terms and conditions governing each separate contract will be the same as the provisions of this Deed.

4. **PERFORMANCE MEASUREMENT**

4.1 Finance may monitor the Service Provider’s performance in delivering the Services by the use of a Service Evaluation Form, or any other method of performance assessment from time to time, as Finance, in its sole and absolute discretion, deems appropriate.

4.2 The Service Provider may conduct one annual client satisfaction survey in respect of the Services provided to Finance and agrees to work collaboratively with the Contract Manager in developing an appropriate survey to meet the needs of Finance and the Service Provider, including in respect of the timeframe and the participants.
5. **NON-EXCLUSIVITY OF SERVICES**

5.1 The Service Provider agrees to provide the Services on a non-exclusive basis.

5.2 The Service Provider acknowledges and agrees that Finance may, at any time, obtain services similar to the Services from other providers, including non Panel providers.

5.3 Finance:
   (a) does not guarantee that it will place Orders for any Services or any particular quantity of Services;
   (b) reserves the right not to request the provision of any Services; and
   (c) reserves the right to request the provision of such volume or types of Services from the Service Provider as may be required by Finance from time to time and to place as many Orders as Finance, in its sole and absolute discretion, requires for the supply of any of the Services.

6. **ORDERS FOR SERVICES**

6.1 Finance may issue an Order to the Service Provider accepting a Quotation provided by the Service Provider under clause 7 or an Estimate provided by the Service Provider under clause 8.

6.2 In determining whether to issue any Order, Finance may have regard to:
   (a) its internal policies relevant to the procurement of goods and services (as amended from time to time);
   (b) the Service Evaluation Forms, or any other method of performance assessment from time to time, in respect of previous Contracts with the Service Provider;
   (c) any Quotation submitted by the Service Provider and any quotation(s) submitted by Other Provider(s);
   (d) any Estimate in respect of the proposed Order and any estimate(s) of fees obtained from any Other Provider(s),

in order to seek best value for money for Finance.

6.3 When an Instructing Officer issues an Order to the Service Provider, a Contract between Finance and the Service Provider for the purchase and sale of the Services described in the Order is formed on the terms and conditions contained in this Deed and any additional terms specified in the Order. The Order may be in the form set out in Schedule 6.

6.4 An Instructing Officer may issue an Order in writing (including email) or by telephone.

6.5 No legal or equitable obligation in respect of particular Services to be provided will arise between the Parties unless and until an Order is issued to the Service Provider by Finance.

7. **REQUEST FOR QUOTATION**

7.1 Prior to issuing an Order, Finance may issue a Request for Quotation to the Service Provider and other service providers requesting quotations in respect of the provision of Services.

7.2 A Quotation submitted by the Service Provider in response to a Request for Quotation issued by Finance under clause 7.1 must include the following information:
   (a) the proposed Fees (calculated on the basis specified by Finance in the Request for Quotation); and
   (b) any other information specified in the Request for Quotation.
8. **ESTIMATES OF FEES**

8.1 If requested by Finance, the Service Provider must prepare, at no cost to Finance and prior to any work being undertaken, an Estimate for approval by Finance. The Estimate must be expressed as GST inclusive and detail the number of hours, hourly rates and disbursements (if any) for all personnel who will provide the Services.

8.2 The Service Provider must provide an Estimate:
   (a) for routine matters – within one Business Day after the Parties agree the scope of work; and
   (b) for complex matters – within two Business Days after the Parties agree the scope of work.

8.3 The Service Provider warrants that its Estimates will be as accurate as is reasonably possible.

8.4 The hourly rates and disbursements used by the Service Provider in preparing its Estimates must not exceed the relevant amounts set out in Schedule 2.

8.5 If, in the course of performing Services under a Contract, the Service Provider anticipates that the Fees in respect of that Contract will exceed the Estimate provided in respect of that Contract, the Service Provider:
   (a) must inform the Instructing Officer no later than the first Business Day:
      (i) after the amount of the Fees incurred by the Service Provider under the relevant Contract exceeds 80 per cent of the amount of the Estimate; or
      (ii) where an increase in Fees has previously been approved under this clause 8, after the amount of the Fees incurred by the Service Provider exceeds the sum of the 80% of the most recently approved increase to the Estimate and the previously approved Estimate; and
   (b) may seek approval for the increase to be incorporated into a revised Estimate.

8.6 The Service Provider must seek written (including email) approval from Finance for any revised Estimate, setting out:
   (a) the reason for the revised Estimate; and
   (b) the amount of the revised Estimate.

8.7 Invoices for Fees which exceed the Estimate (or where a revised Estimate has been agreed, the revised Estimate) will not be paid by Finance unless the excess is approved in writing by Finance.

8.8 Finance may approve a revised Estimate at its sole and absolute discretion. An approval for a revised Estimate will be effective only if Finance provides the approval in writing.

9. **SPECIFIED PERSONNEL**

9.1 The Service Provider must ensure that Specified Personnel are properly qualified and competent personnel (or authorised subcontractors), of good fame and character who will act, in all the circumstances, in a fit and proper manner while they are performing the Services.

9.2 The Service Provider must ensure that, where an Order specifies key Specified Personnel, those persons must perform the Services unless otherwise agreed in writing with the Instructing Officer.
9.3 Finance may, at its sole and absolute discretion, give notice in writing to the Service Provider to remove any Specified Personnel from work in respect of the Services. The Service Provider must promptly arrange for the removal of such personnel and for their replacement with personnel acceptable to Finance and at no additional cost to Finance.

10. **FEES**

10.1 Subject to this clause 10, Finance will pay the Service Provider the fees and allowances set out in each Order. Unless otherwise agreed by the Parties, Fees will be calculated on a fixed price basis, as agreed between Finance and the Service Provider and set out in the Order.

10.2 Except as expressly provided in a Contract, where the Service Provider is obliged to do anything under the Contract, it must do so at no additional cost to Finance and the only consideration the Service Provider is entitled to are the Fees (including any disbursements) specified in the Contract.

10.3 Where under a Contract the Service Provider is entitled to be paid Fees for Services provided by it, the Service Provider is not entitled to be paid, and must not charge Finance, Fees (or any component of those Fees) more than once for any Services provided.

10.4 The Fees include GST for taxable supplies, as defined in the GST Law, made under a Contract.

10.5 All payments of Fees under a Contract are subject to:

(a) satisfactory performance of the Services (including completion of any milestones specified in the Order) as determined by Finance; and

(b) the receipt by Finance of an invoice which has been rendered in accordance with clause 12.

10.6 Finance is entitled, without derogating from any other right it may have, to defer payment of any instalment of Fees until the Service Provider has completed to the satisfaction of Finance that part of the Services to which the instalment relates.

11. **RIGHT TO RECOVER MONEY**

11.1 Without limiting any of Finance’s rights, any debt owed by the Service Provider to Finance under this Deed or a Contract may be deducted by Finance from the amount of payment of any claim for Fees or from any other moneys payable to the Service Provider by Finance under any other Contract.

12. **INVOICES AND PAYMENT**

12.1 Unless otherwise specified in an Order:

(a) Fees for Services are payable in arrears; and

(b) invoices for Fees must be submitted in accordance with the requirements set out in this clause 12 and Schedule 2.

12.2 Invoices forwarded by the Service Provider must be correctly addressed to the address specified in the Order.

12.3 Finance will pay a correctly rendered invoice under a Contract within 30 days after receipt of the invoice by the Instructing Officer.

12.4 If Finance considers that an invoice or the claim for payment in an invoice is not in accordance with this Deed or the Contract, it may reject the invoice or part of that invoice by notifying the Service
Provider in writing (including email) of the rejection within 14 days after receipt of the invoice, providing the reasons for the rejection and stating any action to be taken by the Service Provider.

12.5 Upon receipt of a notice issued under clause 12.4, the Service Provider must immediately take all steps that are necessary to make the invoice conform to the requirements of this Deed and the Contract and submit a revised invoice to the Instructing Officer. Clauses 12.2 to 12.4 will apply to the resubmitted invoice.

12.6 Finance may make payments by electronic funds transfer or by cheque. The timing of any payment is considered to be:

(a) if by electronic funds transfer, on the date the funds are transferred; and

(b) if by cheque, on the third day after the cheque is drawn by Finance.

13. FEE VARIATION

13.1 On 1 July each year, the Service Provider’s hourly and daily rates set out in Schedule 2 will be indexed by reference to the amount of any increase in the All Groups Consumer Price Index (CPI) number (being the weighted average of the eight Australian capital cities) published by the Australian Bureau of Statistics (ABS Catalogue 6401.0).

13.2 Any hourly and daily rates increased in accordance with clause 13.1 will be rounded to the nearest whole dollar, and if the amount to be rounded is 50 cents or less, then rounded down.

13.3 If the Australian Bureau of Statistics:

(a) publishes a CPI number for a quarter in substitution for a CPI number previously published by the Australian Bureau of Statistics for that quarter, the publication of the latest CPI number will be disregarded; and

(b) changes the reference base for the CPI, then for this clause 13 after the change is made, regard will only be had to numbers published using the new reference base.

13.4 Finance will advise the Service Provider in writing of any substituted hourly and daily rates, prior to each anniversary of the Commencement Date.

14. TAXES

14.1 All taxes, duties and government charges imposed or levied in Australia or overseas in connection with the performance of the Services must be borne by the Service Provider.

14.2 If the Service Provider has already been charged GST by any third party supplier of goods or services the subject of any expenses reimbursable by Finance under a Contract, the amount of the reimbursable expense must first be reduced by the amount of the input tax credit to which the Service Provider is otherwise entitled arising out of the supply or such goods or services by the third party supplier.

14.3 If a payment by the Service Provider to satisfy a claim by Finance under or in connection with a Contract (for example, under an indemnity given by the Service Provider or for a breach of any representation or warranty by the Service Provider) gives rise to a liability to pay any GST in respect of a taxable supply by Finance, the Service Provider must pay, and indemnify Finance from, the amount of that GST.

14.4 The amount recoverable by Finance in respect of any indemnity, representation or warranty given by the Service Provider under a Contract includes the amount of GST payable on the cost or expense in relation to which the indemnity, representation or warranty is paid, but will exclude the
amount of any input tax credit or other credit to which Finance, as the taxable supplier, is entitled in respect of the cost or expense recovered.

15. **LIAISON**

15.1 The Contract Manager is responsible for administering this Deed on behalf of Finance and is able to receive and sign notices and give directions on behalf of Finance under this Deed.

15.2 The Client Relationship Manager is responsible for administering this Deed on behalf of the Service Provider and is able to receive and sign notices and give directions on behalf of the Service Provider under this Deed.

16. **REPORTING**

16.1 The Service Provider must provide reports to Finance, as reasonably requested by Finance from time to time.

17. **SUBCONTRACTING**

17.1 The Service Provider must not subcontract the performance of any part of the Services without the prior written approval of Finance. Finance may:

   (a) give or withhold approval in its sole and absolute discretion and for any reason it thinks fit;
   (b) in giving written approval, impose such terms and conditions as it thinks fit; and
   (c) revoke its approval of a subcontractor on reasonable grounds at any time.

17.2 The Service Provider remains fully responsible for the performance of the Services notwithstanding that the Service Provider has subcontracted the performance of any part of the Services.

18. **DEED MATERIAL**

18.1 Ownership of all Deed Material will vest, upon creation (or, in the case of Deed Material collected by the Service Provider under clause 22 upon collection), in Finance.

19. **INTELLECTUAL PROPERTY AND MORAL RIGHTS**

19.1 Subject to clause 19.2, Intellectual Property in all Deed Material vests immediately on its creation in Finance.

19.2 **Clause 19.1** does not affect the ownership of Intellectual Property in any pre-existing material of either Party or any third party ("pre-existing material"). However, the Service Provider grants Finance a permanent, irrevocable, royalty-free, non-exclusive licence (including a right to sub-license) to use, reproduce, adapt and exploit, anywhere in the world, the pre-existing material incorporated into any Deed Material. Notwithstanding Part VII of the Copyright Act 1968 (Cth), publication of the pre-existing material in accordance with this licence will not affect such ownership.

19.3 The Service Provider warrants that anything done by the Service Provider in the course of providing the Services, including the development of the Deed Material, or any use of the Deed Material by Finance or its clients, customers, employees, officers, agents or contractors, will not infringe the Intellectual Property rights or Moral Rights of any person.

19.4 The Service Provider must at all times indemnify and hold harmless Finance, its clients, customers, employees, officers, agents and contractors ("those indemnified") from and against any Loss whatsoever incurred or suffered by any of those indemnified arising from any claim, suit, demand,
action or proceedings by any person against any of those indemnified in respect of any infringement of Intellectual Property rights or Moral Rights (in Australia or anywhere in the world) by the Service Provider in carrying out the Services, the use by Finance of the Deed Material or otherwise in connection with this Deed or a Contract.

19.5 Without limiting clause 23.3, the Service Provider must, where requested by Finance in respect of a Contract, procure that each of the Service Provider Personnel performing the Services gives the assignment of Intellectual Property rights and consent in respect of Moral Rights for the benefit of the Commonwealth set out in paragraph 5 of Schedule 4. The Service Provider must arrange for each assignment and consent to be given promptly and prior to the Service Provider Personnel commencing performance of the Services in respect of that Contract.

19.6 Notwithstanding anything to the contrary in this Deed or a Contract, nothing in this Deed or a Contract excludes or limits, or has the effect of excluding or limiting, the operation of subsection 47B(3), or section 47C, 47D, 47E or 47F of the Copyright Act 1968 (Cth), or any corresponding law.

19.7 This clause 19 survives the expiration or termination of the later of this Deed or a Contract.

20. COMMONWEALTH MATERIAL

20.1 The Service Provider acknowledges Finance's ownership or control by licence of Commonwealth Material and all Intellectual Property rights in Commonwealth Material.

20.2 Subject to this clause 20, Finance grants a non-exclusive, non-transferable, royalty-free licence to the Service Provider for the Term of this Deed and each Contract to use Commonwealth Material for the purpose of the Services and inclusion in the Deed Material only.

20.3 Finance will inform the Service Provider of any Commonwealth Material provided to the Service Provider under this Deed or a Contract, in which third parties hold the Intellectual Property rights, and of any conditions attaching to the use of that material because of such Intellectual Property rights. The Service Provider must use that material only in accordance with those conditions.

20.4 The Service Provider must:

(a) ensure that Commonwealth Material is used, copied, supplied or reproduced only as is strictly required for the proper performance of this Deed or a Contract;

(b) be responsible for the safe keeping and maintenance of Commonwealth Material in its control; and

(c) use Commonwealth Material strictly in accordance with any conditions or restrictions notified from time to time in writing by Finance.

20.5 The Service Provider must ensure that Commonwealth Material is not accessible by any means by unauthorised persons and on Finance's request at any time, the Service Provider must provide Finance with a written warranty that no breach of this clause 20 has occurred.

21. DEALING WITH COPIES

21.1 This clause 21 applies to any document, device, article, or medium (copies) in which Deed Material, Commonwealth Material or Finance Confidential Information is embodied.

21.2 Property in all copies vests or will vest in Finance.
21.3 The Service Provider must establish and maintain procedures to secure copies against loss and unauthorised access, use, modification or disclosure.

21.4 On completion of each Contract, or upon expiration or termination of this Deed, the Service Provider must deliver to Finance or otherwise deal with all relevant copies as directed by Finance.

21.5 For the avoidance of doubt, the Service Provider may retain a copy of all instructions, Deed Material, Commonwealth Material and Finance Confidential Information solely for the purpose of complying with its professional requirements.

22. COLLECTION OF INFORMATION

22.1 The Service Provider must only collect information on behalf of Finance as directed by Finance, and must collect such information in accordance with the procedures specified by Finance from time to time.

22.2 All information collected by the Service Provider will form part of the Deed Material.

23. DISCLOSURE AND USE OF INFORMATION

23.1 Subject to this clause 23, the Service Provider must not, without the prior written approval of Finance, make public or disclose to any person other than Finance any Finance Confidential Information. In giving written approval, Finance may impose such terms and conditions as in Finance's opinion are appropriate.

23.2 The Service Provider must take all reasonable steps to ensure its Service Provider Personnel engaged in the provision of the Services do not make public or disclose such Confidential Information.

23.3 The Service Provider must give, and where requested by Finance must arrange for its Service Provider Personnel engaged in the provision of the Services in respect of a Contract to give, written undertakings in the form of the Deed of Confidentiality set out in Schedule 4. The Service Provider must arrange for each undertaking to be given promptly and prior to any relevant Service Provider Personnel commencing performance of the Services or otherwise accessing any Material relating to the Services in respect of that Contract.

23.4 The Service Provider may disclose Finance Confidential Information:

(a) to the extent required by law or by a lawful requirement of any government or governmental body, authority or agency having authority over the Service Provider; or

(b) if required in connection with legal proceedings,

but in each case, subject to the Service Provider giving Finance sufficient notice of any proposed disclosure to enable Finance to seek a protective order or other remedy to prevent the disclosure.

23.5 Finance may disclose Service Provider Confidential Information:

(a) to the extent required by law or by a lawful requirement of any government or governmental body, authority or agency having authority over Finance;

(b) if required in connection with legal proceedings;

(c) for public accountability reasons, including a request for information by parliament or a parliamentary committee;
(d) to Finance third party service providers on a need to know basis and then only for the purposes of providing goods and services; or

(e) for any other reporting requirements of Finance.

23.6 Any Party may disclose another Party's Confidential Information to its legal advisers in order to obtain advice in relation to its rights under this Deed or a Contract, but only to the extent necessary for that purpose.

23.7 The Service Provider must not disclose Finance Confidential Information on the internet for any purpose without the prior written consent of the relevant Contract Manager.

23.8 The Service Provider must not transfer Finance Confidential Information outside Australia, or allow persons outside Australia to have access to it, without the prior approval of Finance.

23.9 The Service Provider must use, copy, supply and reproduce Finance Confidential Information held, acquired or which the Service Provider may have had access to in connection with this Deed or a Contract, only for the purposes of fulfilling its obligations under this Deed or a Contract.

23.10 Subject to clause 19.2, on expiration or termination of the later of this Deed or a Contract, the Service Provider must, if necessary, transfer all Intellectual Property rights in Finance Confidential Information, Commonwealth Material and Deed Material to Finance.

23.11 This clause 23 survives expiration or termination of the later of this Deed or a Contract.

24. SECURITY

24.1 The Service Provider must ensure that Finance Confidential Information held in connection with this Deed or a Contract is protected against loss, unauthorised access, use, modification, disclosure or other misuse, and must:

(a) where requested by Finance in respect of a Contract, ensure that only Service Provider Personnel who have executed a Deed of Confidentiality in the form set out in Schedule 4 have access to Finance Confidential Information; and

(b) adhere to any relevant security procedures set out in the Protective Security Manual (PSM) or as advised by Finance from time to time.

24.2 If the Service Provider accesses Finance's premises, the Service Provider must comply with any directions or other requirements of Finance as advised by Finance from time to time.

24.3 The Service Provider must ensure that any Service Provider Personnel, while performing the Services under this Deed or a Contract, who are required to:

(a) enter secure areas in Finance's buildings or places including for the purpose of the Services;
(b) work with Finance's personnel for extended periods;
(c) have access to, or be responsible for the physical custody of official, classified, sensitive, personal or commercial information, or documents or valuable assets belonging to Finance or a third party; or
(d) hold a particular kind of security clearance the details of which have been notified to the Service Provider by Finance,

are authorised by Finance in accordance with this clause 24 to perform the Services. Authorisation costs will be at the expense of the Service Provider.
24.4 The Service Provider, or any Service Provider Personnel (including personnel of subcontractors), must provide to Finance, in the form required by Finance, such information as Finance from time to time reasonably requests for the purpose of allowing Finance to undertake reasonable investigations for the purposes of this clause 24 including any consent from any Service Provider Personnel (including personnel of subcontractors) that is necessary to undertake such investigations.

24.5 Finance agrees to carry out its investigations under this clause 24 in accordance with the requirements of the PSM, in an expeditious manner and may, in carrying out its investigations, contact other organisations and government agencies, including law enforcement and national security agencies.

24.6 Finance will not unreasonably withhold authorisation of a person and agrees to notify the Service Provider in writing of:

(a) the names of Service Provider Personnel that Finance authorises to carry out work or perform duties under this Deed or a Contract (in this clause 24 referred to as an "Authorised Person"), the type of clearance given in respect of each of those persons and the date from which, or the period during which, those clearances will be effective; and

(b) the names of the Service Provider Personnel that Finance refuses to authorise to carry out such work or perform such duties,

and the Service Provider agrees to sign a copy of that notice, and return it to Finance as soon as possible as acknowledgment of the receipt of the document.

24.7 The Service Provider agrees to advise Finance promptly in writing of any change in the circumstances of the Authorised Person that, in the Service Provider's reasonable opinion, is likely to affect Finance's assessment of the person as an Authorised Person.

24.8 The Service Provider warrants that none of its Service Provider Personnel will make any copies of Material relating to:

(a) access to Finance's premises or particular work areas (including keys and passes); and

(b) access to any of the Deed Material.

25. PRIVACY

25.1 The Service Provider must, with respect to all Personal Information relating to or concerning the Services:

(a) comply with the provisions of the Privacy Act 1988 (Cth) as if it were an agency bound by that Act concerning the security, use and disclosure of information to which Finance is subject (including the Information Privacy Principles) in respect of that Personal Information and which affect the Services;

(b) only use such Personal Information for the purposes of fulfilling its obligations under this Deed or a Contract;

(c) not disclose any Personal Information obtained in connection with this Deed or a Contract without the written authority of Finance. The Service Provider must immediately notify Finance where it becomes aware that a disclosure of Personal Information may be required by law;

(d) co-operate with any reasonable demands or inquiries made by the Privacy Commissioner;

(e) ensure that Service Provider Personnel are made aware of the provisions of this clause 25, and where requested by Finance in respect of a Contract, ensure that relevant Service Provider
Personnel sign a Deed of Non-disclosure of Personal Information in the form set out in Schedule 5;

(f) take all reasonable measures to ensure that such information is protected against loss and against unauthorised access, use, modification, disclosure or other misuse and that only authorised employees, agents and subcontractors of the Service Provider have access to it. For the avoidance of doubt, the Personal Information must not be used for, or in any way relating to, any direct marketing purpose;

(g) give to any person, on his or her request, upon payment of a reasonable charge and having taken reasonable steps to satisfy itself of that person's identity, access to that person's Personal Information held by the Service Provider, except to the extent that the Service Provider is required or authorised by law to refuse to provide the person with access to that information;

(h) if requested by a person to whom the Personal Information relates, take reasonable steps to correct or update the Personal Information;

(i) inform any person, on his or her request, in writing of the content of any provision of this Deed that is inconsistent with an approved privacy code binding the Service Provider or a National Privacy Principle as set out in the Privacy Act 1988 (Cth);

(j) not transfer such information outside Australia, or allow parties outside Australia to have access to it, without the prior approval of Finance;

(k) immediately notify Finance when the Service Provider becomes aware of a breach of any obligation imposed by this Deed or the Privacy Act 1988 (Cth) in respect of Personal Information;

(l) subject to prior consultation with Finance, destroy or permanently de-identify any Personal Information as soon as practicable after it is no longer required for the purpose for which it was originally collected by the Service Provider;

(m) immediately notify Finance of, and co-operate with Finance in the resolution of, any complaint alleging an interference with privacy; and

(n) indemnify Finance in respect of any Loss suffered or incurred by Finance arising out of or in connection with a breach of the obligations of the Service Provider under this clause 25 or any misuse of information or disclosure in breach of an obligation under the Privacy Act 1988 (Cth), except to the extent that the Loss is directly caused by a negligent or wilfully wrongful act or omission of Finance or any of its officers or employees.

25.2 The Service Provider must take such steps as are reasonable in the circumstances to enable any person, on request, to ascertain in respect of Personal Information referred to in clause 25.1:

(a) whether the Service Provider has possession or control of any records that contain such information;

(b) the nature of the information;

(c) the main purposes for which the information is used by the Service Provider; and

(d) the steps that the person should take if the person wishes to obtain access to the information.

25.3 The Service Provider must maintain at all times a Personal Information register (the "Register") setting out generally the details referred to in clause 25.2, and provide a copy of the Register to Finance by 1 March of each year during the Term.

25.4 The Service Provider's obligations in this clause 25 are in addition to, and do not restrict, any obligations it may have under:

(a) the Privacy Act 1988 (Cth); or
(b) any:
   (i) privacy codes; or
   (ii) privacy principles contained in, authorised by or registered under any law,

including any such privacy codes or principles that would apply to the Service Provider but for the application of the other provisions of this clause 25.

25.5 This clause 25 survives expiration or termination of the later of this Deed or a Contract.

26. CONFLICT OF INTEREST

26.1 The Service Provider warrants that at the date of signing this Deed, no Conflict of Interest, except as disclosed in writing to Finance, exists in relation to the performance of its obligations under this Deed.

26.2 The Service Provider must use its best endeavours (including making all appropriate enquiries), during the Term and the term of each Contract, to ensure that:

(a) a situation does not arise which may result in a Conflict of Interest; and
(b) any officer, employee, subcontractor or agent of the Service Provider does not engage in any activity or obtain any interests likely to conflict with or restrict the Service Provider in performing its obligations under this Deed or a Contract fairly and independently.

26.3 The Service Provider must not engage in any activity, subject to clause 26.4, that may result in a Conflict of Interest arising or continuing.

26.4 Where a Conflict of Interest arises in the performance of the Service Provider's obligations under this Deed or a Contract, the Service Provider must notify Finance immediately of the situation and must follow all reasonable directions made by Finance about the method for handling the Conflict of Interest.

27. AUDITS AND ACCESS TO SERVICE PROVIDER'S PREMISES AND RECORDS

27.1 Audits under clause 28 may be conducted of:

(a) the Service Provider's practices and procedures as they relate to this Deed or a Contract, including security procedures;
(b) the manner in which the Service Provider performs its obligations under this Deed or a Contract;
(c) the compliance of the Service Provider's invoices and reports with its obligations under this Deed or a Contract;
(d) the Service Provider's compliance with all its obligations under this Deed or a Contract;
(e) the Service Provider's compliance with its confidentiality, privacy, security, Conflict of Interest and Commonwealth policy obligations under this Deed; and
(f) any other matters determined by Finance to be relevant to the performance of the Service Provider's obligations under this Deed or a Contract.

28. AUDITS

28.1 The Service Provider must participate in audits of this Deed or a Contract at the frequency and in relation to the matters specified by Finance (including on an ad hoc basis if requested by Finance), for the purpose of ensuring that this Deed or a Contract are being properly performed and
administered. Finance may appoint an independent person to assist in the audits. Audits may consider all aspects of the Service Provider's performance including but not limited to any performance indicators, benchmarks or targets.

(a) Should Finance appoint an independent person to assist in the audits, Finance will require the auditor to take all reasonable steps to ensure the Service Provider’s security, confidentiality and safety requirements are adhered to.

28.2 The Service Provider must participate promptly and cooperatively in any audits conducted by Finance or its nominee.

28.3 Except for those circumstances in which notice is not practicable or appropriate (for example, caused by a regulatory request with shorter notice or investigation of theft or breach of contract), and without limiting any other right, recourse or remedy of Finance, Finance must give the Service Provider reasonable notice of an audit and where reasonably practicable an indication of which documents and/or class of documents the auditor may require.

28.4 Each Party must bear its own costs of any audits.

28.5 Subject to clauses 28.6 and 29.6, the requirement for, and participation in, audits does not in any way reduce the Service Provider's responsibility to perform its obligations in accordance with this Deed or a Contract.

28.6 Finance must use reasonable endeavours to ensure that audits performed under clause 28.1 do not unreasonably delay or disrupt in any material respect the Service Provider's performance of its obligations under this Deed or a Contract.

28.7 Any amendments to this Deed resulting from audits must be effected by agreement in writing between the Parties in accordance with clause 43.

28.8 The Service Provider must promptly take, at no additional cost to Finance, corrective action to rectify any error, non-compliance or inaccuracy identified in any audit in the way the Service Provider has under this Deed or a Contract:

(a) supplied any Services; or

(b) calculated Fees, or any other amounts or charges billed to Finance.

29. **ACCESS TO THE SERVICE PROVIDER'S PREMISES AND RECORDS**

29.1 For the purposes of clauses 27 and 28 and this clause 29, the Service Provider must, and must ensure that its subcontractors, grant Finance and its nominees or the Auditor-General access as required by Finance, to the Service Provider's premises and data, records, accounts and other financial material or material (including Finance property) relevant to the performance of this Deed or a Contract, however and wherever stored or located, under the Service Provider's or its subcontractors' custody, possession or control for inspection and/or copying.

29.2 In the case of documents or records stored in or on a medium other than in writing, the Service Provider must make available on request at no additional cost to Finance such reasonable facilities as may be necessary to enable a legible reproduction to be created.

29.3 Subject to clause 28.3, and without limiting any other provision of this Deed, the Commonwealth Auditor-General or a delegate of the Auditor-General or the Privacy Commissioner or a delegate of the Privacy Commissioner, for the purpose of performing the Auditor-General's or Privacy Commissioner's statutory functions and/or powers respectively, may, at reasonable times:
(a) access the premises of the Service Provider;
(b) require the provision by the Service Provider of records and other information which are related to this Deed or a Contract; and
(c) access, inspect and copy documentation and records or any other matter relevant to the Service Provider's obligations or performance of this Deed or a Contract, however stored, in the custody or under the control of the Service Provider.

29.4 The Service Provider must ensure that any subcontract entered into for the purpose of this Deed or a Contract contains an equivalent clause granting the rights specified in this clause 29 and clause 27 and clause 28 with respect to the subcontractors' premises, data, records, accounts, financial material and information and those of its employees, agents or subcontractors.

29.5 This clause 29 applies for a period of 7 years from the date of expiration or termination of the later of this Deed or a Contract.

29.6 In the exercise of the general rights granted under this clause 29, Finance must use reasonable endeavours not to unreasonably interfere with the Service Provider's performance under this Deed or a Contract in any material respect.

29.7 If in exercising the rights granted under clause 27, clause 28 or this clause 29, Finance unreasonably interferes with the Service Provider's performance of its obligations under this Deed or a Contract in a material respect and that interference substantially delays the Service Provider in performing its obligations it may request an extension of time to perform its obligations.

29.8 Finance must not unreasonably refuse a request under clause 29.7 where the Service Provider substantiates the request, within a reasonable time, to the satisfaction of Finance, provided that:
   (a) the Service Provider advised Finance of the delay within 14 days after the exercise of the rights and the delay occurring;
   (b) the delay could not have been reasonably contemplated or allowed for by the Service Provider before entering into this Deed or a Contract; and
   (c) the Service Provider has taken or takes all reasonable steps to minimise any delay.

29.9 In no circumstances will any extension of time under this clause 29 exceed the amount of any delay directly arising from the exercise of the rights.

29.10 In no circumstances will the Service Provider be entitled to any delay costs or other costs or expenses of whatever nature relating in any way to the exercise of any rights under clause 27, clause 28 or this clause 29.

29.11 Without limiting any of its other obligations under this Deed or a Contract, the Service Provider must, at its cost, ensure that it keeps full and complete records in accordance with all applicable Australian Accounting Standards and that data, information and records relating to this Deed or a Contract or its performance are maintained in such a form and manner as to facilitate access and inspection under clause 27, clause 28 or this clause 29.

29.12 If, recognising the obligation in clause 29.11 and the rights under clause 27, clause 28 or this clause 29, the Service Provider reasonably believes that the exercise of the rights granted under clause 27, clause 28 or this clause 29 will cause the Service Provider to incur direct expenses which, having regard to the value of this Deed or a Contract, are substantial and materially exceed those which it would otherwise have to incur in meeting its obligations under clause 29.11 ("excessive direct expenses"), it may give notice of that belief to Finance. If the Service Provider substantiates that its direct expenses in complying with the exercise of the rights in such
circumstances are excessive direct expenses, Finance and the Service Provider may negotiate any appropriate reimbursement, but in no circumstances will any reimbursement be greater than the direct expenses incurred.

29.13 Nothing in this Deed or a Contract reduces, limits or restricts in any way any function, power, right or entitlement of the Commonwealth Auditor-General or a delegate of the Auditor-General or the Privacy Commissioner or a delegate of the Privacy Commissioner. The rights of the Commonwealth under this Deed are in addition to any other power, right or entitlement of the Commonwealth Auditor-General or a delegate of the Auditor-General or the Privacy Commissioner or a delegate of the Privacy Commissioner.

30. **CRIMINAL SANCTIONS FOR A BREACH OF CONFIDENT UNDERTAKING - OFFENCES UNDER THE CRIMES ACT AND CRIMINAL CODE 1995**

30.1 The Service Provider acknowledges that:

(a) any unauthorised access, alteration, removal, addition, possession, control, supply or impediment to the access, reliability, security or operation of data (including Finance Confidential Information) held in any computer (or, in some cases, any storage device) in the course of performing a contract for the Commonwealth may be an offence under Part 10.7 of the *Criminal Code* (Cth) for which there are a range of penalties, including a maximum of ten years' imprisonment;

(b) it is a serious offence under Division 137 of the *Criminal Code* (Cth) to give false and misleading information to the Commonwealth or its officers or agents; and

(c) the publication or communication of any fact or document by a person which has come to their knowledge or into their possession or custody by virtue of the performance of this Deed or a Contract (other than to a person to whom the Service Provider is authorised to publish or disclose the fact or document) may be an offence under sections 70 and 79 of the *Crimes Act 1914* (Cth), the maximum penalty for which is two years' imprisonment.

31. **COMPLIANCE WITH COMMONWEALTH POLICIES**

31.1 The Service Provider must, when using Finance's premises or facilities, comply with all reasonable directions and Commonwealth procedures relating to occupational health (including the Commonwealth's smoke free workplace policy), safety and security in effect at those premises or in regard to those facilities, as notified by Finance or as might reasonably be inferred from the use to which the premises or facilities are being put.

32. **EQUAL EMPLOYMENT OPPORTUNITY**

32.1 The Service Provider must comply with the *Equal Employment Opportunity for Women in the Workplace Act 1999* (Cth) (the "Act"), although there may be no legislative requirement to do so.

32.2 The Service Provider must not enter into a subcontract under this Deed or a Contract with a subcontractor named by the Director of Equal Opportunity for Women in the Workplace as an employer currently not complying with the Act.

32.3 Any subcontract must include a provision which requires the subcontractor to notify the Equal Opportunity for Women in the Workplace Agency of any failure to comply with the Act.
33. **CO-OPERATION**

33.1 The Parties intend to conduct themselves for the purposes of the performance of this Deed and each Contract in the spirit of co-operation and good faith. For avoidance of doubt, the spirit of co-operation and good faith does not override or limit the provisions of this Deed or a Contract.

33.2 Finance will co-operate with the Service Provider by:

(a) making available, as reasonably requested by the Service Provider, management decisions and information that is necessary for the Service Provider to provide the Services; and

(b) setting priorities for the Services.

33.3 The Service Provider must co-operate with any other service provider appointed by Finance (including Finance when it is providing services similar to or related to the Services in-house) to ensure the integrated and efficient carrying on of Finance's operations and must provide such reasonable assistance to other service providers as Finance may reasonably request, and at no additional cost to Finance.

33.4 To ensure maximum efficiency in the delivery of the Services, where Finance provides services in-house, Finance will co-operate with the Service Provider and where Finance uses another service provider, Finance will use its reasonable endeavours to ensure that that service provider co-operates with the Service Provider.

34. **INDEMNITY**

34.1 The Service Provider must at all times indemnify and hold harmless Finance, its officers, employees and agents ("those indemnified") from and against all Loss whatsoever incurred or suffered by those indemnified or arising from any claim, suit, demand, action or proceeding by any person against any of those indemnified where such Loss was caused or contributed to in any way by any wilfully wrongful, unlawful or negligent act or omission of the Service Provider in carrying out the Services or in connection with this Deed or a Contract.

34.2 Finance may enforce the indemnity in clause 34.1 in favour of those indemnified for the benefit of each of such persons in the name of Finance or of such persons.

34.3 The Service Provider's liability to indemnify Finance under clause 34.1 will be reduced proportionally to the extent that a wilfully wrongful or negligent act or omission of Finance, its officers, employees or agents contributed to the Loss, as established by the Service Provider.

34.4 The indemnity referred to in clause 34.1 will survive the expiration or termination of the later of this Deed or a Contract.

35. **INSURANCE**

35.1 The Service Provider must, at its own expense, effect and maintain with a reputable insurance company from the Commencement Date until the termination or expiration of this Deed or the expiry of the Services, whichever is the later (except in the case of professional indemnity insurance which must be maintained for a period of 7 years from the date of expiration or termination of the later of this Deed or a Contract):

(a) professional indemnity insurance which is for an amount not less than $5 million per claim and $10 million in the aggregate for multiple occurrences which may be the subject of a claim;
(b) a public liability policy of insurance providing cover for an amount not less than $5 million per occurrence which may be the subject of a claim and $10 million in the aggregate for multiple occurrences which may be the subject of a claim; and

(c) workers’ compensation insurance for an amount required by the relevant State legislation.

35.2 The Service Provider must, if requested by Finance, provide evidence without delay that is acceptable to Finance of the insurance and its currency.

36. NEGATION OF EMPLOYMENT PARTNERSHIP AND AGENCY

36.1 The Service Provider must not represent itself, and must ensure that its employees do not represent themselves, as being employees, partners or agents of Finance.

36.2 The Service Provider will not by virtue of this Deed or a Contract be, or for any purpose be deemed to be, an employee, partner or agent of Finance.

36.3 The Service Provider must not make any public announcement or make any representation to any media representative about or concerning:

(a) this Deed or a Contract;
(b) any matter related to this Deed or a Contract; or
(c) Finance,

without the prior written consent of the Contract Manager.

37. TERMINATION FOR DEFAULT

37.1 Notwithstanding the termination under this clause 37 or clause 38 or expiration of this Deed:

(a) a Contract formed prior to the expiration or earlier termination of this Deed will continue in force until it is terminated or expires; and

(b) the terms and conditions of this Deed will continue in force as terms and conditions of the Contract until the Contract is terminated or expires.

37.2 Without prejudice to its rights at common law, Finance may, by notice in writing to the Service Provider, terminate a Contract immediately in whole or in part if:

(a) an Insolvency Event occurs in respect of the Service Provider;
(b) the Service Provider fails to commence performance of the Contract or to proceed at a rate of progress so as to ensure the due and proper performance of the Contract;
(c) the Service Provider commits a breach of this Deed or commits a breach of the Contract which is not capable of remedy and which, in the reasonable opinion of Finance, has a material adverse affect on the benefit of either this Deed or the Contract to Finance;
(d) the Service Provider fails to take action to remedy a breach of another obligation under this Deed or the Contract and does not commence to remedy the breach within 5 Business Days after being given notice by Finance requiring the Service Provider to remedy the breach or fails to remedy the breach within 15 Business Days after being given that notice; or
(e) the Service Provider assigns its rights otherwise than in accordance with the requirements of this Deed.
37.3 Where, before termination of a Contract under clause 37.2, Finance has made any payment in advance to the Service Provider, the total amount of that payment must be repaid by the Service Provider to Finance on termination and, if not repaid, is recoverable by Finance from the Service Provider as a debt.

37.4 If a Contract is terminated under this clause 37:

(a) subject to this Deed and the Contract, the Parties are relieved from future performance of that Contract, without prejudice to any right of action that has accrued at the date of termination;
(b) Finance's rights to recover damages are not affected;
(c) the Service Provider must comply with all obligations in this Deed relating to Deed Material, Commonwealth Material and Finance Confidential Information; and
(d) the Service Provider must comply with Finance’s directions relating to the handover of its responsibilities under the Contract, including all responsibilities under this Deed in respect of that Contract, to an alternative service provider.

37.5 A Party to a Contract will not be entitled to exercise its rights and remedies upon the default of the other Party (whether at common law or under this clause 37) if that default:

(a) is caused by an act or event that is beyond the reasonable control of that other Party; and
(b) was not reasonably foreseeable by the other Party at the time the Contract was entered into.

37.6 Without prejudice to its rights at common law, Finance may, by notice in writing to the Service Provider, terminate this Deed, immediately in whole or in part if it becomes entitled to terminate a Contract entered into under this Deed, under this clause 37 or at common law.

37.7 The Service Provider acknowledges that if Finance exercises its rights under clause 37.6:

(a) Finance is not required to terminate any other arrangements it has with any Other Providers; and
(b) no compensation is payable in relation to the termination.

38. TERMINATION FOR CONVENIENCE

38.1 Finance may, at any time by written notice, terminate a Contract, in whole or in part. Termination takes effect on and from the time specified in the notice. If a Contract is so terminated, Finance will only be liable to the Service Provider for:

(a) payment for Services provided under the Contract prior to the effective date of termination in accordance with this Deed and the Contract, provided that the Service Provider is not otherwise in breach of this Deed or the Contract; and

(b) subject to this clause 38, any reasonable costs in respect of unavoidable loss or damage sustained or incurred by the Service Provider and directly attributable to the termination or partial termination of the Contract under this clause 38, provided that the costs are fully substantiated to Finance.

38.2 In the event of partial termination of a Contract, Finance's liability to pay Fees under the Contract will, in the absence of agreement to the contrary, abate proportionately to the reduction in the Services.

38.3 Finance will not be liable to pay compensation in an amount which would, in addition to any amounts paid or due, or becoming due, to the Service Provider under the Contract, exceed the fees
in respect of that Contract. The Service Provider will not be entitled to compensation for loss of prospective profits.

38.4 Without prejudice to its rights at common law, Finance may, by notice in writing to the Service Provider, terminate this Deed for any other reason, including for convenience.

38.5 The Service Provider acknowledges that if Finance exercises its rights under clause 38.4, Finance is not required to terminate any other arrangements it has with Other Providers.

38.6 Upon receipt of a notice of termination of this Deed or a Contract, the Service Provider must:

(a) stop work as specified in the notice and comply with any other directions or requests included in the notice, in particular in relation to Deed Material, Commonwealth Material and Finance Confidential Information;

(b) comply with all obligations in this Deed relating to Deed Material, Commonwealth Material and Finance Confidential Information;

(c) take all available steps to minimise or avoid any loss or damage resulting from that termination and to protect Deed Material, Commonwealth Material and Finance Confidential Information; and

(d) continue work on any part of the Services not affected by the notice.

38.7 For avoidance of doubt, Finance has an unfettered discretion to terminate this Deed or a Contract in whole or in part under this clause 38.

39. RESOLUTION OF DISPUTES

39.1 The Parties (including, where the context requires it, a Nominated Agency) undertake to use all reasonable efforts in good faith to resolve any disputes which arise between them in connection with this Deed or a Contract.

39.2 A Party may give the other Party a notice of dispute ("dispute notice") in connection with this Deed or a Contract. Following the giving of a dispute notice, the dispute must initially be referred to the Contract Manager and the Client Relationship Manager, who will use reasonable efforts to resolve the dispute within 10 Business Days after the giving of the dispute notice.

39.3 If the Parties have not been able to resolve the dispute in accordance with clause 39.2, then the Parties may agree on a process for resolving the dispute through means other than litigation or arbitration, including by mediation or conciliation.

39.4 In the event that the dispute, controversy or claim has not been resolved within 30 Business Days (or such other period as agreed between the Parties in writing) after the Parties have attempted to resolve the dispute under clause 39.2, or the appointment of the mediator or conciliator in accordance with clause 39.3, then a Party may, if it wishes, commence legal proceedings.

39.5 Nothing in this clause 39 prevents any Party from seeking urgent injunctive relief.

40. SEVERABILITY

40.1 Each provision of this Deed and each part of such provision, will, unless the context otherwise necessarily requires it, be read and construed as a separate and severable provision or part. If any provisions or part of such provision is void or otherwise unenforceable for any reason, then that provision or part (as the case may be) will be severed and the remainder will be read and construed as if the severable provision or part had never existed.
41. **APPLICABLE LAW**

41.1 This Deed and a Contract are governed by the laws for the time being in force in the Australian Capital Territory and the Parties agree to submit to the exclusive jurisdiction of the courts of the Australian Capital Territory.

42. **NOTICES**

42.1 Any notice, request or other communication to be given or served under this Deed must be in writing and addressed as follows:

   (a) if given to Finance, addressed and forwarded to Finance for the attention of the Contract Manager at the address indicated in Schedule 1 or as otherwise notified by the Contract Manager; or

   (b) if given by Finance, signed by the Contract Manager and forwarded to the Service Provider for the attention of the Client Relationship Manager at the address indicated in Schedule 1 or as otherwise notified by the Service Provider.

42.2 Any such notice, request or other communication must be delivered by hand or sent by prepaid post, facsimile, or e-mail to the address of the Party to which it is sent.

42.3 A notice or other communication sent by pre-paid post or facsimile to a Party will be delivered:

   (a) if sent by pre-paid post, when it would be received by the Party in the normal course of post;

   (b) if sent by facsimile, at the time recorded by the transmitting machine and after phone confirmation of receipt, unless within 24 hours the addressee informs the sender that the transmission was received in incomplete or garbled form; or

   (c) if sent by e-mail, when the notice or communication comes to the attention of the Party.

43. **ENTIRE AGREEMENT AND VARIATION**

43.1 This Deed and, where there is a Contract, that Contract, constitutes the entire agreement between the Parties (including, where the context requires it, a Nominated Agency) and supersedes all communications, negotiations, arrangements and agreements, either oral or written, between the Parties with respect to the subject matter of this Deed and that Contract.

43.2 No agreement or understanding varying or extending this Deed or a Contract will be legally binding upon either Party unless in writing and signed by both Parties.

43.3 Finance will not be liable for any additional work undertaken or expenditure incurred by the Service Provider under a variation to this Deed or a Contract unless such variation has been effected in accordance with this Deed and the additional expenditure has been agreed to by Finance in accordance with this Deed.

44. **ASSIGNMENT AND NOVATION**

44.1 The Service Provider must not assign or otherwise transfer its rights under this Deed or a Contract without the prior consent in writing of Finance.

44.2 The Service Provider must not consult with any other person or body for the purpose of entering into an agreement which will require novation of this Deed or a Contract without first consulting Finance.
45. **WAIVER**

45.1 A waiver by a Party (including, where the context requires it, a Nominated Agency) in respect of a breach or a provision of this Deed or a Contract by the other Party will not be deemed to be a waiver in respect of any other breach, and the failure of a Party to enforce at any time any of the provisions of this Deed or the Contract will in no way be interpreted as a waiver of such provision.

46. **EXECUTION WARRANTY**

46.1 The Service Provider warrants that it has full corporate power and authority to enter into, perform and observe its obligations under this Deed and that the execution, delivery and performance of this Deed has been duly and validly authorised by all necessary corporate action.
SCHEDULE 1 – SERVICES

1. SERVICES

Ad-hoc actuarial services, which may include services not related to Australian Government superannuation arrangements or Australian Government Asset Funds.

With the agreement of Finance, other agencies may also access these services.

Finance will specify the requirements and timing for delivery at the time that the ad-hoc services are requested.

2. SERVICE STANDARDS

2.1 The Service Provider must perform the Services at a high standard and in accordance with professional standards of conduct applying to the performance of work by professional actuarial services providers at the time, and in accordance with the requirements of this Schedule 1 and any instructions given by the Instructing Officer in respect of a Contract.

3. CONTRACT MANAGER AND CLIENT RELATIONSHIP MANAGER

3.1 The Contract Manager’s address details are:

Attention: Contract Manager
Superannuation Branch
Department of Finance and Deregulation
King Edward Terrace
Parkes ACT 2600

Phone Number: (02) 6215 2807
Email: superbranch@finance.gov.au

3.2 The Client Relationship Manager’s name and address details are:

[details to be inserted]

3.3 Each Party agrees to promptly advise the other in writing if there is any change in the Contract Manager and the Client Relationship Manager details.
SCHEDULE 2 – FEES

1. SERVICES

1.1 The fees charged by the Service Provider for the provision of the Services will be calculated in accordance with the rates set out below:

<table>
<thead>
<tr>
<th>Service</th>
<th>Hourly rate $</th>
<th>Daily maximum $</th>
</tr>
</thead>
<tbody>
<tr>
<td>Ad-hoc actuarial work</td>
<td></td>
<td></td>
</tr>
<tr>
<td>(Undertaken by Senior Actuary)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Ad-hoc actuarial supervised work</td>
<td></td>
<td></td>
</tr>
<tr>
<td>(Undertaken by Analyst)</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

1.2 All rates set out in 1.1 above are inclusive of:

(a) taxes, duties and charges, including GST; and

(b) any disbursements other than disbursements approved by Finance under clause 2 of this Schedule 2.

1.3 The following exclusions, carve-outs and/or caveats apply in relation to the rates specified in Table 1:

(a) out of pocket expenses as approved in advance by Finance.

2. DISBURSEMENTS

2.1 The Service Provider may seek Finance's prior written approval to incur the following types of disbursements in relation to the provision of the Services under a Contract:

(a) travel;

(b) accommodation; and

(c) other types of disbursements as agreed with Finance.

2.2 Finance will only approve disbursements under this clause 2 where the Service Provider has sought Finance's approval prior to incurring the disbursement.

2.3 The Service Provider must charge disbursements approved by Finance under this clause 2 at cost, including applicable GST.

3. INVOICING REQUIREMENTS

3.1 Unless otherwise agreed in writing by Finance, the Service Provider:

(a) must deliver to Finance at the end of each month a correctly rendered tax invoice for Services provided in that month in relation to each Contract; and
(b) must not accumulate unbilled work in progress (WIP) beyond the month in which the Services were provided.

3.2 The Service Provider must provide the following information in each tax invoice:

(a) the title of the Contract to which the invoice relates;
(b) the invoice period;
(c) Finance’s reference number specified in the Order (if any);
(d) the name of the Instructing Officer;
(e) a description of each task performed in respect of the amount invoiced;
(f) the Specified Personnel performing each task;
(g) the time spent performing each task in the invoice period;
(h) the amount billed for each task in the invoice period;
(i) the nature and amount of any disbursements; and
(j) any other information requested by Finance from time to time.
SCHEDULE 3 – SERVICE PROVIDER CONFIDENTIAL INFORMATION

When the Service Provider submits a Quotation under clause 7 or an Estimate under clause 8, the Service Provider will specify the material (if any) that Finance is to treat as Service Provider Confidential Information. Any other material need not be treated as Service Provider Confidential Information.
SCHEDULE 4 – DEED OF CONFIDENTIALITY

THIS DEED is made the ……………………… day of ……………………

between the COMMONWEALTH OF AUSTRALIA represented by the Department of Finance and Deregulation (the "Commonwealth")

and ……………………………………………………………………………………………………………………………

(the "Confidant")

RECITALS

A. XXXX and the Commonwealth are parties to a deed in relation to the provision of Services (the "Deed") dated [Insert Date].

B. The Confidant may become aware of information pertaining to, or in connection with, the Deed which is Commonwealth Confidential Information.

C. The Commonwealth requires, and the Confidant agrees, that it is necessary to take all reasonable steps (including the execution of this Deed of Confidentiality) to ensure that Commonwealth Confidential Information is kept confidential.

OPERATIVE PROVISIONS

1. INTERPRETATION

"Commonwealth Confidential Information" means information that:

(a) is by its nature confidential;

(b) is designated by the Commonwealth as confidential;

(c) the Confidant knows or ought to know is confidential; or

(d) is comprised in or relates to the Commonwealth Material or Deed Material,

but does not include information which:

(a) is or becomes public knowledge other than by breach of the Deed or this Deed of Confidentiality or any other confidentiality obligations; or

(b) has been independently developed or acquired by the Confidant as established by written evidence.

"Commonwealth Material" has the same meaning as defined in the Deed.

"Deed Material" has the same meaning as defined in the Deed.

"Moral Rights" means rights of integrity of authorship, rights of attribution of authorship, rights not to have authorship falsely attributed, and rights of a similar nature conferred by statute, that exist, or may come to exist, anywhere in the world.

"Moral Rights Material" means all Deed Material in which Moral Rights subsist.
"Services" has the same meaning as defined in the Deed.

2. NON DISCLOSURE

2.1 The Confidant must not copy, reproduce or disclose any Commonwealth Confidential Information without the prior written consent of the Commonwealth, which consent the Commonwealth may grant or withhold in its sole and absolute discretion.

3. RESTRICTION ON USE

3.1 The Confidant must use Commonwealth Confidential Information only for the purpose of performing any obligation of a party under or in relation to the Deed.

4. SECURITY

4.1 If requested by the Commonwealth, the Confidant must cooperate in any security checks the Commonwealth wishes to make of the Confidant (including by providing information usually requested in such circumstances).

5. INTELLECTUAL PROPERTY AND MORAL RIGHTS

5.1 The Confidant hereby:

(a) assigns to the Commonwealth any intellectual property rights in the Deed Material developed or created by the Confidant from the date of creation of those materials;

(b) gives the consent stated in clause 5.1(c) for the benefit of the Commonwealth, its licensees, successors in title, and anyone authorised by any of them to do acts or omissions comprised in the copyright in the Deed Material (each a "Moral Rights Beneficiary");

(c) to the fullest extent permitted by law, unconditionally and irrevocably consents to such of the following acts or omissions (whether taking place before or after this consent) as would otherwise infringe the Confidant's Moral Rights in the Deed Material:

All acts and omissions:

(i) comprised in the copyright in the Deed Material;

(ii) otherwise licensed or permitted under the Deed or by law to be done by a Moral Rights Beneficiary; and

(iii) necessary to be done to enable the Moral Rights Beneficiary to enjoy the benefit of the Deed Material, as contemplated by the Deed.

6. DELIVERY UP OF DOCUMENTS

6.1 The Commonwealth may, at any time and without notice, demand, either orally or in writing, the delivery to the Commonwealth of all documents in the possession or control of the Confidant which contain Commonwealth Confidential Information.

7. CONFLICT OF INTEREST

7.1 The Confidant warrants that no conflict of interest exists or is likely to arise while in receipt of Commonwealth Confidential Information.
7.2 The Confidant warrants that it will not permit any situation to arise or engage in any activity which may result in a conflict of interest with the Confidant's receipt of Commonwealth Confidential Information.

8. SURVIVAL OF OBLIGATIONS
8.1 The obligations in this Deed of Confidentiality are perpetual.

9. INDEMNITY
9.1 The Confidant indemnifies the Commonwealth against any claim, loss, liability or expense incurred by the Commonwealth which is caused or contributed to by:

(a) the Confidant's failure to comply with this Deed of Confidentiality; or

(b) the act or omission of the Confidant's employees, agents or subcontractors in relation to Commonwealth Confidential Information.

10. APPLICABLE LAW
10.1 This Deed of Confidentiality shall be governed by, and construed in all respects in accordance with, the law of the Australian Capital Territory and the Confidant agrees to submit to the exclusive jurisdiction of the courts of the Australian Capital Territory in respect of all matters arising under, or in relation to, this Deed of Confidentiality.

EXECUTED as a deed.

SIGNED SEALED AND DELIVERED by
the Confidant in the presence of:

...............................................
(Signature of Witness)

...............................................
(Signature of Confidant)

SIGNED SEALED AND DELIVERED by
for and on behalf of the Commonwealth of Australia in the presence of:

...............................................
(Signature of Witness)

...............................................
(Signature of Commonwealth representative)
SCHEDULE 5 – DEED OF NON-DISCLOSURE OF PERSONAL INFORMATION

THIS DEED is made the ………..day of ……………….between ……………………. (the "Confidant")

AND the COMMONWEALTH OF AUSTRALIA represented by the Department of Finance and
Deregulation ("Finance").

1 The Confidant understands that in the course of performing duties in relation to the agreement
between Finance and XXXXXXX, (the "Service Provider") dated ……………….. (the "Deed"), the
Confidant may have access to personal information, being information or an opinion (including
information or an opinion forming part of a database), whether true or not, and whether recorded in
a material form or not, about an individual whose identity is apparent, or can reasonably be
ascertained, from the information or opinion.

2 The Confidant acknowledges and agrees that the Confidant may not access, use, disclose, publish,
communicate or retain, or otherwise deal in any way, with personal information except in the
course of performing its duties in relation to the Deed.

3 The Confidant acknowledges and agrees, with respect to all personal information as defined in the
Privacy Act 1988 (Cth) acquired by the Confidant in the performance of its duties in relation to the
Deed:

(a) to abide by the provisions of the Privacy Act 1988 (Cth), including the Information Privacy
Principles set out in that Act, in respect of both personal information and confidential
information, whether or not the Confidant is legally bound to comply with that Act and as if the
Confidant were an "Agency" within the definition of that Act;

(b) that failure by the Confidant to comply with the obligations under the Privacy Act 1988 (Cth) in
accordance with clause 3(a) may result in the Service Provider taking action against the
Confidant (including, without limitation, disciplinary action);

(c) to co-operate with any reasonable demands or enquiries made by the Privacy Commissioner;

(d) to take all reasonable measures to ensure that such information is protected against loss and
against unauthorised access, use (including any use for or relating to direct marketing
purposes), modification, disclosure or other misuse and that only authorised representatives,
employees and officers of the Service Provider have access to it;

(e) give to any person, on his or her request, payment of a reasonable charge and having taken
reasonable steps to satisfy itself of that person's identity, access to that person's personal
information, except to the extent that access may be refused by the Confidant as required or
authorised by law;

(f) if requested to do so by a person to whom the information relates, take reasonable steps to
correct or update the information;

(g) subject to prior consultation with Finance, destroy or permanently de-identify any personal
information as soon as practicable after it is no longer required for the purpose for which it was
originally collected by the Confidant;

(h) if the information is sensitive information or health information, as those terms are defined in
the Privacy Act 1988 (Cth), not collect, use or disclose such information without the consent of
the person to whom that information relates, subject to any exception provided for by law;
(i) not to transfer such information outside Australia, or allow parties outside Australia to have access to it, without the prior approval of Finance;

(j) immediately to notify Finance when the Confidant becomes aware of a breach of any obligation concerning security, use and disclosure of personal information relating to an officer, employee, client or customer of Finance by itself or any representative, employee or officer;

(k) to notify Finance of, and co-operate with Finance in the resolution of, any complaint alleging an interference with privacy; and

(l) to indemnify Finance in respect of any loss, liability or expense suffered or incurred by Finance arising out of or in connection with a breach of the obligations of the Confidant under this Deed or any misuse of information or disclosure in breach of an obligation under the Privacy Act 1988 (Cth), except to the extent that the loss, liability or expense is directly caused by a negligent or wrongful act or omission of Finance or any of its officers or employees.

4 The Confidant agrees that its obligations under this Deed are in addition to, and do not restrict, any obligations it may have under:

(a) the Privacy Act 1988 (Cth); or

(b) any:

   (i) privacy codes; or

   (ii) privacy principles contained in, authorised by or registered under any statute, regulation, by-law, ordinance or subordinate legislation,

including any such privacy codes or principles that would apply to the Service Provider but for the application of the other provisions of this Deed of Non-Disclosure of Personal Information.

5 The Confidant acknowledges that:

(a) it is a serious offence under Division 137 of the Criminal Code (Cth) to give false and misleading information to the Commonwealth or its officers or agents; and

(b) any unauthorised access, alteration, removal, addition, possession, control, supply or impediment to the access, reliability, security or operation of data (including Finance Confidential Information) held in any computer (or, in some cases, any storage device) in the course of performing an agreement for the Commonwealth may be an offence under Part 10.7 of the Criminal Code (Cth) for which there are a range of penalties, including a maximum of ten years' imprisonment.

6 The Confidant acknowledges that:

(a) section 3(1) of the Crimes Act 1914 states that the term "Commonwealth officer" includes a person who "performs services for or on behalf of the Commonwealth"; and

(b) the publication or communication by the Confidant of any fact or document which has come to its knowledge or into its possession or custody by virtue of the performance of the Deed (other than to a person to whom the Confidant is authorised to publish or disclose the fact or document) may be an offence under section 70 of the Crimes Act 1914 (Cth), punishment for which may be a maximum of two (2) years imprisonment.
7 The Confidant agrees to treat all personal information and confidential information with the utmost care and to protect that information at all times in accordance with all security and privacy requirements imposed by the Deed on persons performing duties in relation to the Deed.

8 The Confidant acknowledges and agrees that this Deed of Non-Disclosure of Personal Information survives the termination or expiry of the Deed.

9 This Deed of Non-Disclosure of Personal Information shall be governed by, and construed in all respects in accordance with, the law of the Australian Capital Territory and the Confidant agrees to submit to the exclusive jurisdiction of the Courts of the Australian Capital Territory in respect of all matters arising under, or in relation to, this Deed of Non-Disclosure of Personal Information.

EXECUTED as a deed.

SIGNED SEALED AND DELIVERED by the Confidant in the presence of:

...............................................
(Signature of Witness)

...............................................
(Signature of Confidant)

SIGNED SEALED AND DELIVERED by for and on behalf of the Commonwealth of Australia in the presence of:

...............................................
(Signature of Commonwealth representative)

...............................................
(Signature of Witness)
SCHEDULE 6 – SAMPLE REQUEST FOR QUOTATION / ORDER

ACTUARIAL SERVICES PANEL

REQUEST FOR QUOTATION

1. SERVICE PROVIDER DETAILS:

<table>
<thead>
<tr>
<th>Deed of Standing Offer:</th>
<th>Deed of Standing Offer for the Provision of Actuarial Services</th>
</tr>
</thead>
<tbody>
<tr>
<td>Service Provider name:</td>
<td></td>
</tr>
<tr>
<td>Client Relationship Manager:</td>
<td></td>
</tr>
<tr>
<td>Address:</td>
<td></td>
</tr>
<tr>
<td>Contact details:</td>
<td>Phone:</td>
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<td>Mobile:</td>
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<td></td>
<td>Fax:</td>
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<tr>
<td></td>
<td>Email:</td>
</tr>
</tbody>
</table>

2. THIS REQUEST FOR QUOTATION IS ISSUED BY:

<table>
<thead>
<tr>
<th>Department</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Division</td>
<td></td>
</tr>
<tr>
<td>Branch:</td>
<td></td>
</tr>
<tr>
<td>Departmental instructing officer:</td>
<td></td>
</tr>
<tr>
<td>Instructing officer contact details:</td>
<td>Phone:</td>
</tr>
<tr>
<td></td>
<td>Mobile:</td>
</tr>
<tr>
<td></td>
<td>Fax:</td>
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<tr>
<td></td>
<td>Email:</td>
</tr>
</tbody>
</table>

3. INTRODUCTION

[Insert details.]

4. SCOPE OF THE REQUIREMENT

[Insert details.]
5. TIME FRAMES

[Insert proposed start and completion dates and any milestones that need to be achieved. Reporting milestones may be linked to payment milestones.]

6. PRICING

The Service Provider is to provide the following pricing based on the rates detailed in Deed of Standing Offer No [xxxxxx] including:

(a) the total cost of the Services to be provided;
(b) the Specified Personnel;
(c) the number of hours to be worked by each of the Personnel; and
(d) any disbursements if applicable).

The lowest offer received will not necessarily be accepted and all bids will be assessed on a value for money basis.

7. CONTACT DETAILS

[Insert details.]

8. CONFLICT OF INTEREST

The Service Provider is reminded of its obligation to notify [Insert name of agency] of any actual, potential or perceived conflict of interest (a perceived conflict of interest is one in which a reasonable person would think that the person’s judgement is likely to be compromised).

9. SERVICE PROVIDER PERSONNEL (INCLUDING SUBCONTRACTORS)

The Service Provider must specify the names, experience and qualifications of each proposed Service Provider Personnel who will provide the Services.

10. SECURITY

The Service Provider must specify any existing and current security level (including restrictions) for each proposed Service Provider Personnel together with details of the providing agency and term.

11. SELECTION CRITERIA

When preparing their proposals Service Providers must address each of the selection criteria listed below:

(a) Expertise, qualifications and experience of the Personnel undertaking the task;
(b) Knowledge and understanding of the task;
(c) Ability to complete the services within the timeframe stated; and
(d) Proposed Fees.
ACTUARIAL SERVICES PANEL

ORDER

1. SERVICE PROVIDER DETAILS:

<table>
<thead>
<tr>
<th>Deed of Standing Offer:</th>
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<td></td>
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<td>Phone:</td>
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<td>Mobile:</td>
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<tr>
<td>Fax:</td>
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<tr>
<td>Email:</td>
<td></td>
</tr>
</tbody>
</table>

2. THIS ORDER IS ISSUED BY:

| Department | |
| Division | |
| Branch: | |
| Departmental instructing officer: | |
| Instructing officer contact details: | |
| Phone: | |
| Mobile: | |
| Fax: | |
| Email: | |

3. INTRODUCTION

[Insert details.]

4. SCOPE OF THE REQUIREMENT
5. TIME FRAMES

[Insert proposed start and completion dates and any milestones that need to be achieved. Reporting milestones may be linked to payment milestones.]

6. PRICING

[Insert details.]

7. CONTACT DETAILS

[Insert details.]

8. CONFLICT OF INTEREST

The Service Provider is reminded of its obligation to notify [insert name of agency] of any actual, potential or perceived conflict of interest (a perceived conflict of interest is one in which a reasonable person would think that the person’s judgement is likely to be compromised).

9. SERVICE PROVIDER PERSONNEL (INCLUDING SUBCONTRACTORS)

[Insert details.]

10. SECURITY

[Insert details.]
EXECUTED as a deed.

SIGNED for and on behalf of the
Commonwealth of Australia represented by
Department of Finance and Deregulation in the
presence of:

………………………………………………..  Signature of Department of Finance and
Deregulation representative

Signature of witness  Name of Department of Finance and Deregulation
representative

……………………………………………..  Name
Office held

Execution by the Service Provider (where Service Provider is a partnership)

[print name of service provider]  [insert ARBN, ABN or partnership number]
at ...................................................  in ...................................................
[print name of city or town]  [print name of State or Territory]

by ...................................................  ...................................................
[print name of partner]  [signature of partner]
in the presence of:

[print name of witness]  [signature of witness]