ASSURANCE REVIEWER SERVICES MULTI USE LIST DEED

Between

The Commonwealth of Australia as represented by the Department of Finance

And

[Company] [Insert ABN]
THIS DEED is made on.................................................................................................................. (date)

BETWEEN

The Commonwealth of Australia as represented by the Department of Finance, ABN 61 970 632 495, John Gorton Building, King Edward Terrace Parkes ACT 2600 (‘Finance’);

AND

[Company] [Insert ABN] of [Insert Address], (‘Participant’)

RECITALS

A. The Commonwealth has established an Assurance Reviewer Services Multi-Use List (MUL) from which it may acquire Assurance Review Services (Services).

B. The Participant has submitted an application to be appointed to the MUL, and represented that, through a person or person(s) (Person(s)) who is an officer, agent or employee of the Participant, they have the relevant skills, expertise and experience to perform work in relation to the Services and are able to satisfy the Conditions for Participation.

C. The Participant has agreed to enter into this Deed with Finance and list the Person, or where more than one Person then the Person specified by Finance, as the “Specified Person” in any Contracts formed under this Deed, to perform the work in relation to the Services.

D. As the Conditions for Participation have been satisfied, Finance has appointed the Participant to the MUL on the terms set out in this Deed.

E. The Participant acknowledges that the MUL will be administered in accordance with this Deed including the Operational Rules.

F. The Participant agrees, through the Person(s), to provide Services to Finance in accordance with the terms of this Deed.
THE PARTICIPANT AGREES AS FOLLOWS:

1. Definitions and Interpretation

1.1. Definitions

1.1.1. In this Deed, unless the context indicates otherwise:

<table>
<thead>
<tr>
<th>Term</th>
<th>Definition</th>
</tr>
</thead>
<tbody>
<tr>
<td>AFI Annexure</td>
<td>means an Annexure to Part 3 of the AFI, which contains details of a Person;</td>
</tr>
<tr>
<td>Appointed Category</td>
<td>means the applicable Category of Expertise as set out in Schedule 2 in relation to which the Participant has been appointed to this MUL to deliver Services;</td>
</tr>
<tr>
<td>Application for Inclusion (AFI)</td>
<td>means the application submitted by the Participant, to the Commonwealth seeking inclusion on the MUL, of which Part 3 of the AFI is set out at Schedule 6 to this Deed;</td>
</tr>
<tr>
<td>Assurance Review</td>
<td>means a review undertaken in relation to a government commissioned program or project in accordance with the Australian Government Assurance Reviews Process;</td>
</tr>
<tr>
<td>Business Day (in a place)</td>
<td>means a day that is not a Saturday, a Sunday or a public holiday;</td>
</tr>
<tr>
<td>Category of Expertise</td>
<td>means the categories of professional expertise and experience set out in the Conditions for Participation as varied from time to time by Finance;</td>
</tr>
<tr>
<td>Commonwealth</td>
<td>means the Commonwealth of Australia;</td>
</tr>
<tr>
<td>Commonwealth Procurement Rules (CPRs)</td>
<td>means the Commonwealth Procurement Rules or any successor document, and as amended from time to time;</td>
</tr>
<tr>
<td>Conditions for Participation</td>
<td>means the Conditions for Participation set out in Part 1 of the AFI;</td>
</tr>
<tr>
<td>Confidential Information</td>
<td>means information that is by its nature confidential or a party knows or ought to know is confidential, but does not include information that is or becomes public knowledge otherwise than by breach of this Deed or any other confidentiality obligation;</td>
</tr>
<tr>
<td>Conflict</td>
<td>means any matter, circumstance, interest, or activity affecting the Participant, its Personnel including the Person, or subcontractors which may or may appear to impair the ability of the Participant or the Person to provide the Services to Finance diligently and independently</td>
</tr>
<tr>
<td><strong>Contract</strong></td>
<td>means a contract for the provision of Services formed between a Participant and Finance by execution of an Rule in accordance with this Deed;</td>
</tr>
<tr>
<td>-------------------</td>
<td>-----------------------------------------------------------------------------------------------------------------------------------</td>
</tr>
<tr>
<td><strong>Daily Rate</strong></td>
<td>means the Person’s rate to perform work in relation to the Services, specified in Part 3 of the AFI (Schedule 6 of the Deed) which will be used to calculate the Fees;</td>
</tr>
<tr>
<td><strong>Deed</strong></td>
<td>means this MUL Deed, being part 2 of the AFI, including any schedules, attachments, annexures or documents incorporated by reference;</td>
</tr>
<tr>
<td><strong>Deed Period</strong></td>
<td>the Initial Deed Period plus any extension agreed in accordance with clause 1.4.3 of this Deed;</td>
</tr>
<tr>
<td><strong>Entity or Entities</strong></td>
<td>means any Commonwealth entity subject to the Public Governance, Performance and Accountability Act 2013 (Cth);</td>
</tr>
<tr>
<td><strong>Fees</strong></td>
<td>means the charges payable for the provision of particular Services, as specified in an Rule;</td>
</tr>
<tr>
<td><strong>Finance</strong></td>
<td>means the Department of Finance and includes any non-corporate entity of the Commonwealth which is responsible from time to time for administering this Deed, and includes as the context requires, its Personnel;</td>
</tr>
<tr>
<td><strong>General Terms and Conditions</strong></td>
<td>means the terms and conditions set out in Schedule 5 to this Deed;</td>
</tr>
<tr>
<td><strong>Initial Deed Period</strong></td>
<td>means the period specified in clause 1.4.1 of this Deed;</td>
</tr>
</tbody>
</table>
| **Intellectual Property Rights** | all intellectual property rights, including but not limited to, the following rights:  
  a. patents, copyright, rights in circuit layouts, designs, trade marks (including goodwill in those marks) and domain names;  
  b. any application or right to apply for registration of any of the rights referred to in paragraph (a); and  
  c. all rights of a similar nature to any of the rights in paragraphs (a) and (b) which may subsist in Australia or elsewhere, whether or not such rights are registered or capable of being registered; |
<p>| <strong>Legislation</strong>   | means a provision of a statute or subordinate legislation of the Commonwealth, or of a State, Territory or local authority; |
| <strong>Material</strong>      | means anything in relation to which Intellectual Property |</p>
<table>
<thead>
<tr>
<th>Term</th>
<th>Definition</th>
</tr>
</thead>
<tbody>
<tr>
<td>Moral Rights</td>
<td>means the following non-proprietary rights of authors of copyright Material:</td>
</tr>
<tr>
<td></td>
<td>a. the right of attribution of authorship;</td>
</tr>
<tr>
<td></td>
<td>b. the right of integrity of authorship; and</td>
</tr>
<tr>
<td></td>
<td>a. the right not to have authorship falsely attributed;</td>
</tr>
<tr>
<td>MUL Administrator</td>
<td>means the person whose details appear in clause 11.1.1 of this Deed or as otherwise notified by Finance from time to time, who will administer the MUL and receive notices in relation to this Deed;</td>
</tr>
<tr>
<td>Multi Use List (MUL)</td>
<td>means the Assurance Reviewer Services multi-use list established by Finance to acquire Services;</td>
</tr>
<tr>
<td>Onsite</td>
<td>means the Sponsoring Entity’s premises where work in relation to the Services is being performed;</td>
</tr>
<tr>
<td>Onsite Review Activity</td>
<td>means activities undertaken in relation to the Assurance Review including an examination of the requested documentation and interviews with stakeholders;</td>
</tr>
<tr>
<td>Operative Date</td>
<td>means the date the MUL was established or such other date as notified in writing by Finance;</td>
</tr>
<tr>
<td>Operational Rules or Rules</td>
<td>means the rules governing how the MUL will operate set out in Schedule 1 to this Deed, as may be modified from time to time by Finance;</td>
</tr>
<tr>
<td>Rule</td>
<td>means an Rule in the form set out in Schedule 4 issued by Finance requesting the provision of specific Services by the Participant;</td>
</tr>
<tr>
<td>Participant</td>
<td>means the party identified as the Participant in this Deed. The Participant is referred to as the ‘Service Provider’ in a Contract;</td>
</tr>
<tr>
<td>Person(s)</td>
<td>means the person(s) with relevant skills and experience to perform the Services whose details appear in an AFI Annexure at Schedule 6 to this Deed and who Finance may specify as the Specified Person in an Rule;</td>
</tr>
<tr>
<td>Personnel</td>
<td>means:</td>
</tr>
<tr>
<td></td>
<td>a. in relation to the Participant – any natural person who is a partner, officer, employee, agent or professional advisor of the Participant or of a subcontractor including the Person(s); and</td>
</tr>
<tr>
<td></td>
<td>b. in relation to Finance – any natural person, other than a person referred to in paragraph (a), who is an officer, employee, agent or professional advisor of Finance;</td>
</tr>
</tbody>
</table>

**Rights arise;**
| **Planning Meeting** | a meeting of the Review Team and representatives of the Sponsoring Entity to clarify the intent, logistics and timing of the Services; |
| **Quote** | means the Participant’s response to a Request for Quote; |
| **Request for Quote** | means a request issued under clause 4.3 of this Deed, by Finance to the Participant, for a Quote to provide Services; |
| **Review Team** | means the Review Team Leader and the Review Team Members; |
| **Review Team Leader** | means the leader of the Assurance Review, having the Review Team Leader Responsibilities. The Rule will specify if the Specified Person is performing work in relation to the Services in this Role; |
| **Review Team Leader Responsibilities** | means the responsibilities of the Review Team Leader set out in Annexure B of the General Terms and Conditions; |
| **Review Team Member** | means a team member of the Assurance Review process, having the Review Team Member Responsibilities. The Rule will specify if the Specified Person is performing work in relation to the Services in this Role; |
| **Review Team Member Responsibilities** | means the responsibilities of the Review Team Member set out in Annexure C of the General Terms and Conditions; |
| **Role** | means either the Review Team Leader or the Review Team Member; |
| **Service Provider** | the term used in a Contract to refer to the Participant; |
| **Services** | means the Assurance Review services which may be Ruled by Finance in accordance with the terms of this Deed; |
| **Specific Requirements** | means the specific requirements for a Contract, if any, identified in the Rule; |
| **Specified Person** | means the Person specified by Finance in the Rule to perform the work in relation to the Services under the relevant Contract; |
| **Sponsoring Entity** | means an Entity in relation to which an Assurance Review is commissioned or conducted; |
| **Valid Reason** | means, in respect of the rejection of an Rule by the Participant:  
  a. where the Participant or the Specified Person would have a Conflict;  
  b. where the Specified Person is not available to |
| perform the Services on the dates or within the timeframes required by Finance; or  
| c. any other reason accepted in writing by Finance. |
1.1.2. Interpretation

1.1.3. In this Deed, except where the contrary intention is expressed:

a. the singular includes the plural and vice versa, and a gender includes other genders;

b. another grammatical form of a prescribed word or expression has a corresponding meaning;

c. a reference to a clause, paragraph or schedule is to a clause or paragraph of, or schedule to, this Deed;

d. a reference to a document or instrument includes the document or instrument as novated, altered, supplemented or replaced from time to time;

e. a reference to money, A$, $A, dollar or $ is to Australian currency;

f. a reference to time is to Canberra, Australia time;

g. a reference to a party is to a party to this Deed, and a reference to a party to a document includes the party's executors, administrators, successors and permitted assignees and substitutes;

h. a reference to a person includes a natural person, partnership, body corporate, association, governmental or local authority or Entity or other entity;

i. if the Participant is a trustee, the Participant enters the Deed personally and in its capacity as trustee and warrants that it has the power to perform its obligations under this Deed;

j. a reference to a statute, ordinance, code or other law includes regulations and other instruments under it and consolidations, amendments, re-enactments or replacements of any of them;

k. the meaning of general words is not limited by specific examples introduced by including, for example or similar expressions;

l. any agreement, representation, warranty or indemnity by two or more parties (including where two or more persons are included in the same prescribed term) binds them jointly and severally;

m. any agreement, representation, warranty or indemnity in favour of two or more parties (including where two or more persons are included in the same prescribed term) is for the benefit of them jointly and severally;

n. a rule of construction does not apply to the disadvantage of a party because the party was responsible for the preparation of this Deed or any part of it;

o. if a day on or by which an obligation must be performed or an event must occur (other than the Services) is not a Business Day, the obligation must be performed or the event must occur on or by the next Business Day; and

p. headings are for ease of reference only and do not affect interpretation.
1.2. **Precedence**

1.2.1. In the event that a conflict arises between any of the documents forming part of this Deed or the terms of this Deed and any Contract, the following Rule of priority shall apply:
   
   a. the terms of this Deed, excluding the Schedules;
   
   b. Schedule 1 [Operational Rules];
   
   c. Rules;
   
   d. Schedule 5 [General Terms and Conditions] including its attachments and annexures;
   
   e. Schedule 6 [Part 3 of the Application for Inclusion];
   
   f. the other Schedules; then
   
   g. any other document incorporated by reference into this Deed.

1.3. **Commencement and End of Deed**

1.4.1 The terms of this Deed:
   
   a. commence and apply on and from the Operative Date or the date the last party signs this Deed, which ever date is later; and
   
   b. subject to clause 1.4.3, expire on 30 September 2016, unless terminated earlier.

1.4.2 For avoidance of doubt, if:
   
   a. the Participant is selected for inclusion onto the MUL after the Operative Date; and
   
   b. submits a signed Deed as part of their AFI,
   
   this Deed is binding on and from the date Finance signs this Deed.

1.4.3. Finance may extend this Deed for two (2) further periods of one (1) year each, on the terms and conditions then in effect, by giving written notice to the Participant. Such notice will be given at least thirty (30) days before the end of the then current Deed Period. Any extension in accordance with this clause 1.4.3 takes effect from the end of the Deed Period immediately preceding the extension.

2. **Objectives and Administration of the Multi Use List**

2.1.1. The Participant acknowledges that the objective of the MUL is to prequalify Person(s) / Participants as Assurance Reviewers to participate in the Australian Government Assurance Reviews Process.

2.1.2. The Participant acknowledges and agrees, and will ensure that the Person is made aware, that the Participant’s and the Person’s details and information, including personal information, submitted in the AFI including an AFI Annexure, including
updates to that information, will be disclosed to Sponsoring Agencies and may be disclosed to other Agencies and other governments including state, territory and foreign governments.

2.1.3. The Participant acknowledges and agrees that the Commonwealth, through Finance, will administer the MUL in accordance with this Deed.


2.1.5. In administering the MUL, the Participant acknowledges and agrees that Finance may analyse and report on the data collected in relation to the operation of the MUL to a range of parties, including but not limited to Agencies, the responsible Minister and a House or a Committee of the Parliament of the Commonwealth of Australia.

2.1.6. The Participant must notify Finance immediately on becoming aware of:

a. the existence of a Conflict in relation to any Services it is performing for Finance;

b. any disciplinary proceedings or Rules in Australia made by a professional body against the Participant or its Personnel including the Person;

c. any non-compliance by the Participant or its Personnel with the *Gender Equality in the Workplace Act 2012* (Cth);

d. any adverse comments or findings made by a court, commission, tribunal, statutory or professional body regarding the conduct or performance of the Participant or impacting on the professional capacity / capability of its Personnel to deliver Services;

e. any unsettled judicial decisions against it relating to unpaid employee entitlements;

f. any other significant matters involving the Participant or its Personnel including the Person, that may adversely impact on Finance’s compliance with Australian Government policy and legislation; and

g. any non-compliance by the Participant or its Personnel including the Person, with any judgment against it from any court or tribunal (including overseas jurisdictions but excluding judgments under appeal or instances where the period for appeal or payment/settlement has not expired) relating to a breach
of workplace relations law, work health and safety law or workers’ compensation law.

3. **Reliance on Claims Made in the Application for Inclusion**

3.1.1. The Participant acknowledges that the AFI has been accepted by Finance on the basis of the claims made in that AFI, including each AFI Annexure, of which Part 3 forms part of this Deed.

3.1.2. The Participant warrants the veracity of the information (including any claims) provided:

- a. in the AFI including each AFI Annexure; and
- b. subsequently in connection to their ongoing participation on the MUL,

and acknowledges that Finance specifically relies on this information whenever purchasing Services from the MUL.

3.1.3 Notwithstanding any other provision of this Deed, Finance may remove the Participant from the MUL, and terminate this Deed in accordance with clause 8.1, if it is found that the Participant provided false or misleading information.

4. **Services**

4.1 **Overview**

4.1.1 The Participant acknowledges that it is one of a number of suppliers on the MUL which Finance may request to provide Services.

4.1.2 The Participant must comply with the Operational Rules as in force from time to time.

4.2 **Participation No Guarantee of Work**

4.2.1 Finance:

- a. is not obliged to purchase or acquire any Services or any volume of Services from the Participant;
- b. may at any time purchase or acquire services the same as, or similar to, the Services from another supplier on the MUL;
- c. may purchase or acquire Services from any other supplier not on the MUL including Public Service reviewers.

4.2.2 The Participant acknowledges and agrees that:

- a. the procurement of Services from the MUL is entirely a matter for Finance, and Finance must conduct and make purchasing decisions in accordance with its
relevant statutory obligations, including the *Public Governance, Performance and Accountability Act (2013)* and the *Commonwealth Procurement Rules (CPRs)*.

b. Finance, in procuring Services from the MUL, may impose additional conditions or requirements that Participants will be required to meet in Rule to be eligible to undertake work on specific matters. These conditions or requirements may include:

i. a Person obtaining an Australian Government security clearance to the level required by Finance and police checks;

ii. compliance with Conflict requirements; and /or

iii. any other matter of relevance to Finance; and

c. all costs of participating in the MUL must be met by the Participant.

4.3 Quotes

4.3.1 The Participant acknowledges that when Finance requires Services, Finance may, but is not obliged to, seek competitive quotes from the Participant and/or one or more other members of the MUL by issuing a Request for Quote.

4.3.2 Finance may issue a Request For Quote using the template contained in Schedule 3, but use of this template is not mandatory when procuring Services from the MUL.

4.3.3 In seeking Quotes, Finance may but is not limited to:

a. give suppliers (including the Participant) the opportunity to Quote;

b. impose a timeframe for the receipt of a Quote;

c. seek Quotes on a fixed price or other basis; and/or

d. require the Quote to be open for acceptance by Finance for a minimum period of 30 days, or such other time as specified by Finance.

4.3.4 The Participant must address in their Quote, all of the details requested in the Request for Quote.

4.4 Contracts for Services

4.4.1 If Finance requires Services, it will issue an Rule to the Participant for its signature.

4.4.2 Subject to clause 4.4.6 a Contract for the provision of any Services is not formed until an Rule for the Services has been signed by both parties.

4.4.3 Finance will specify in the Rule, the specific Services to be performed, including any Specific Requirements.
4.4.4 Each Rule will create a separate Contract between Finance and the Participant in relation to the provision of the Services specified in that Rule.

4.4.5 The parties agree that the terms of each Contract formed under clause 4.4.4 are the terms and conditions set out in the General Terms and Conditions and the Rule.

4.4.6 The Participant may by written notice within two (2) Business Days of issue of the Rule from Finance, reject an Rule for a Valid Reason.

4.4.7 The Participant must return to Finance with the signed Rule:

a. a Conflict of Interest Declaration (Attachment A to the Rule) signed by the Specified Person. The Participant acknowledges that the Specified Person will not be permitted to perform any work in relation to the Services until Finance has received the Conflict of Interest Declaration signed by the Specified Person; and

b. a signed Authority for EFT Direct Credit Payment (Attachment B to the Rule).

4.4.8 The Participant acknowledges that the Specified Person nominated by Finance in the Rule, must perform the work in relation to the Services. For the avoidance of doubt, the Participant is not entitled to substitute another Person for the Specified Person.

4.5 Daily Rate

4.5.1 The Participant must calculate the Fees for inclusion in their Quote and the Rule based on the Daily Rate for the Specified Person provided in Part 3 of their AFI (Schedule 6 of the Deed) or as otherwise agreed with Finance.

4.5.2 The Participant agrees that the Daily Rate(s) specified in Part 3 of the AFI (Schedule 6 of this Deed) will not be subject to increase during the Initial Deed Period.

4.5.3 If Finance notifies the Participant that it is extending the Deed under clause 1.4.3, the Participant may, within five (5) Business Days of receipt of Finance’s notice, submit for Finance’s consideration, a written request to revise the Daily Rate(s) for that extension period. The request must include details of the proposed revised rate and reasons justifying the revised rate. Finance may request such further information in relation to the revised rate as it reasonably requires to consider the Participant’s request. Approval of a request to revise the Daily Rate is at Finance’s absolute discretion.

5. Participants Warranty

5.1.1 The Participant warrants for the duration of this Deed that:

a. it has the expertise, capacity and capability through the Person(s), to deliver the Services described in the AFI (as updated from time to time);

b. it is financially viable; and
c. it will comply with the Operational Rules as in force at any particular time.

6. **Performance Reporting Framework**

6.1.1 The Participant acknowledges that Finance may require it and its Personnel to, and agrees that it will upon request from Finance, participate in a performance assessment process in relation to its performance of Services under the MUL.

6.1.2 The Participant acknowledges and agrees that the nature of the performance assessment process will be at Finance’s discretion and that Finance may impose additional performance management requirements, including reporting requirements, and that information collected in relation to these additional performance requirements is Confidential Information.

7. **Confidentiality**

7.1 **Confidential Information not to be disclosed**

7.1.1 Subject to clause 7.2, a party must not, without the prior written consent of the other party, disclose any Confidential Information of the other party to a third party.

7.1.2 In giving written consent to the disclosure of Confidential Information, a party may impose such conditions as it thinks fit, and the other party agrees to comply with these conditions.

7.2 **Exceptions to obligations**

7.2.1 The obligations on the parties under this clause 7 will not be taken to have been breached to the extent that Confidential Information:

   a. is disclosed by a party to its advisers or employees solely in Rule to comply with obligations, or to exercise rights, under this Deed;

   b. is disclosed to a party’s internal management personnel, solely to enable effective management or auditing of Deed related activities;

   c. is disclosed by Finance to the responsible Minister(s);

   d. is disclosed by Finance, in response to a request by a House or a Committee of the Parliament of the Commonwealth;

   e. is shared by Finance within Finance’s organisation, or with another Entity, where this serves the Commonwealth’s legitimate interests;
f. is authorised or required by law, including under this Deed, under a licence or otherwise, to be disclosed; or

g. is in the public domain otherwise than due to a breach of this clause 7.

7.2.2 Where a party discloses Confidential Information to another person pursuant to clauses 7.2.1.a to 7.2.1.e, the party will notify the receiving person that the information is confidential.

7.2.3 To avoid doubt, clause 7.2.1.e includes the disclosure of information in Rule to administer and meet the objectives of the MUL.

7.3 Documents

7.3.1 The Participant must arrange for each Person to sign and return the following to Finance:

a. the Deed Poll of Confidentiality and Privacy Acknowledgement (Attachment A to this Deed) and the Official Secrets Acknowledgement (Attachment B to this Deed). These signed documents are to be submitted with the Deed signed by the Participant; and

b. any other documents dealing with other relevant matters as required by Finance.

7.3.2 The Participant must upon request from Finance, provide to Finance copies of the relevant security clearances and police checks for each Person.

8. Termination of Deed, Reduction in Scope and Resignation from the MUL

8.1 Termination for Default

8.1.1 Finance may, with immediate effect, terminate this Deed for default, by written notice to the Participant, if the Participant:

a. breaches a warranty provided for in clauses 3 or 5 of this Deed;

b. in Finance’s reasonable opinion, no longer has the capacity, capability and expertise to provide Services in accordance with this Deed, including for the reason that the Participant no longer employs any of the Person(s) or is no longer entitled or otherwise able to make the Person(s) available to perform the Services;
c. becomes aware that Personnel of the Participant have committed a breach of national security or confidentiality obligations or without written authorisation have released Commonwealth Confidential Information to a third party;

d. is found to have provided false or misleading information to the Commonwealth in respect to any aspect of their participation on the MUL;

e. **being a corporation** – comes under one of the forms of external administration referred to in chapter 5 of the *Corporations Act 2001 (Cth)*, or has an Rule made against it for the purpose of placing it under external administration;

f. **being an individual or partnership** – becomes bankrupt or enters into a scheme of arrangement with creditors;

g. in Finance’s reasonable opinion, is no longer able to satisfy the Conditions for Participation;

h. fails to comply with the Operational Rules.

8.1.2 Finance may terminate this Deed for default, with immediate effect, if the Participant fails, within fourteen (14) days of being provided with a notice of breach, to remedy a breach of this Deed, other than a breach of a term the subject of clause 8.1.1.

8.1.3 If this Deed is terminated for default:

a. the Participant may no longer participate, from the date of the termination, in the MUL with respect to entering any new Contract to provide Services; and

b. Finance may at its discretion terminate for default, any existing Contract with the Participant under the MUL.

8.1.4 If a court finds that Finance has unlawfully terminated under clause 8.1 then that termination is deemed to be a termination for convenience under clause 8.2. The termination has effect from the date of the purported termination under clause 8.2.

8.2 **Termination or Reduction for Convenience**

8.2.1 Finance may terminate this Deed, or reduce the scope of participation on the MUL, for any reason on thirty (30) days prior written notice to the Participant.
8.3 *Resignation from the MUL*

8.3.1 The Participant may terminate this Deed by resigning from the MUL on provision of thirty (30) days prior written notice to the Commonwealth. Notice must be sent to the MUL Administrator.

8.4 *Effect of Termination, Reduction or Resignation*

8.4.1 The termination or reduction in scope of this Deed, or resignation of the Participant from this Deed pursuant to clause 8.3, does not terminate or otherwise affect the operation of any Contract entered into with Finance pursuant to this Deed prior to the date of termination, reduction or resignation.

8.4.2 Where this Deed has been:

a. terminated in accordance with this clause 8 or the Participant has elected to resign from the MUL, the Participant must not accept a new Rule or an extension of an existing Contract entered into with Finance prior to the date of termination or resignation; or

b. reduced in scope in accordance with clause 8.2, the Participant must not accept a new Rule or an extension of an existing Contract entered into with Finance prior to the date of reduction where such Rule or Contract relates to Services which have been reduced.

8.4.3 On receipt of a notice of termination or reduction the Participant must:

a. take all available steps to minimise loss resulting from that termination or reduction; and

b. continue to offer any part of the Services not affected by the notice.

8.4.4 Upon a notice of:

a. termination or resignation, Finance will promptly remove the Participant from the MUL; or

b. reduction in scope, Finance will promptly remove the Participant on the MUL from the work that has been reduced and update Schedule 2.

8.4.5 The Participant is not entitled to compensation for loss of prospective profits and Finance will not be liable to pay any compensation for loss of prospective profits for termination or reductions in scope under this clause 8 or loss of any benefits that would have been conferred on the Participant had the termination or reduction not occurred.
8.4.6 Termination of this Deed does not affect any accrued rights or remedies of a party.

9 Compliance with Legislation and Policy

9.1.1 The Participant agrees to comply with any Legislation or legislative instrument applicable to its performance of this Deed or a Contract, in particular but without limitation:

a. the Crimes Act 1914 (Cth);
b. the Criminal Code Act 1995 (Cth);
c. the Privacy Act 1988 (Cth);
d. the Racial Discrimination Act 1975 (Cth);
e. the Sex Discrimination Act 1984 (Cth);
f. the Disability Discrimination Act 1992 (Cth);
g. the Age Discrimination Act 2004 (Cth);
h. the Gender Equality in the Workplace Act 2012 (Cth);
i. the Work Health and Safety Act 2011 (Cth);
j. the Freedom of Information Act 1982 (Cth);
k. the Fair Work Act 2009 (Cth);
l. the Auditor-General Act 1997 (Cth); and
m. the Competition and Consumer Act 2010 (Cth).

9.2.1 When performing Services Onsite the Participant also agrees to comply, and will ensure that the Specified Person will comply, with any Sponsoring Entity policies notified to them.

10 Governing law

10.1.1 This Deed is governed by the law of the Australian Capital Territory and each party irrevocably and unconditionally submits to the non-exclusive jurisdiction of the courts of the Australian Capital Territory.
11 Notices

11.1.1 Unless otherwise provided in this Deed, a notice must be in writing and delivered either by hand, or by post, or electronically to the address of the parties specified below:

Finance

By hand and post:

Attention MUL Administrator
Assistant Secretary,
Digital Government Investment and Assurance Branch
Department of Finance
John Gorton Building, King Edward Terrace,
Parkes ACT 2600

Facsimile:
02 6267 7483

Electronically:
assurancereviews@finance.gov.au

Participant

By hand and post:

[[Insert Address]]

[insert Participant postal address if different]

Attention:
[Service Provider Representative]

Facsimile:
[Insert Fax]

Electronically:
[Company Email]

11.1.2 Subject to clause 11.1.1, a notice is deemed to be effected:

a. if delivered by hand – upon delivery to the relevant address;

b. if sent by prepaid post – on the second Business Day after the date of posting (or on the seventh Business Day after the date of posting if posted to or from a place outside Australia);

c. if sent by facsimile – when the sender’s facsimile system generates a message confirming successful transmission of the entire notice unless, within eight business hours after the transmission, the recipient informs the sender that it has not received the entire notice,
but if the delivery, receipt or transmission is not on a Business Day or is after 5.00pm on a Business Day, the Notice is taken to be received at 9.00am on the next Business Day.

12 Variations and Waiver

12.1.1 With the exception of the Operational Rules and Part 3 of the AFI contained in Schedule 6, no variation to this Deed will be effective unless it is in writing and signed by both parties.

12.1.2 Variations will become effective on the date the last party signs the variation document.

12.1.3 Schedule 6 will be varied from time to time as the Participant updates their AFI in accordance with the Operational Rules. Schedule 2 will be varied from time to time by Finance if there is a reduction in scope under clause 8.2.

12.1.4 A failure or delay by a party to exercise any right or remedy it holds under this Deed at law does not operate as a waiver of that right.

12.1.5 A single or partial exercise by a party of any right or remedy it holds under this Deed or at law does not prevent the party from exercising the right again or to the extent it has not fully exercised the right.

13 Dispute Resolution

13.1 Procedure for dispute resolution

13.1.1 In this clause 13, a reference to a ‘party’ is a reference to the Participant or Finance, as the case may be.

13.1.2 The parties agree that a dispute arising under this Deed will be dealt with as follows:

a. the party claiming that there is a dispute will give the other party a notice setting out the nature of the dispute;

b. the officer responsible for management of this Deed for each party will use genuine steps to resolve any dispute by direct negotiation in the first instance;

c. if the dispute cannot be resolved, each party will nominate a representative not having any prior involvement in the dispute;

d. the representatives will use genuine steps to try to settle the dispute by direct negotiation between them;
e. failing settlement within ten (10) Business Days after the nomination of a representative in accordance with clause 13.1.2.c, the parties may agree to refer the dispute to an independent third person with power:
   i. to intervene and direct some form of resolution, in which case the parties will be bound by that resolution; or
   ii. to mediate and recommend some form of non-binding resolution;

f. the parties will cooperate fully with any process instigated under clause 13.1.2.e in Rule to achieve a speedy resolution; and

g. if:
   i. a resolution is not reached within twenty (20) Business Days after the dispute is referred to an independent third person in accordance with clause 13.1.2.e; or
   ii. if no agreement as to an independent third person or resolution of dispute is reached following thirty (30) Business Days commencing on the nomination of a representative in accordance with clause 13.1.2.c, either party may commence legal proceedings.

13.2 Costs

13.2.1 Each party will bear its own costs of complying with this clause 13 and the parties will bear equally the cost of any third person engaged under clause 13.1.2.e.

13.3 Continued performance

13.3.1 Despite the existence of a dispute, the Participant will (unless requested in writing by the Commonwealth not to do so) continue to perform any obligations under this Deed.

13.4 Exemption

13.4.1 This clause 13 does not apply to:
   a. action by either party under or purportedly under any clause relating to termination, whether for convenience or for default;
   b. action relating to removal of the Participant from the MUL for non-compliance; or
   c. legal proceedings by either party seeking urgent interlocutory relief.

14. Insurance

14.1.1 In connection with the provision of the Services the Service Provider must effect and maintain, with a reputable insurance company, valid and enforceable insurance policies as set out below from the Operative Date until the termination of the Deed
(except in the case of professional indemnity insurance which must be maintained until the expiration of one (1) year after the termination of the Deed):

a. public liability insurance for an amount not less than $5 million per occurrence;

b. professional indemnity insurance for an amount not less than $1 million per claim and in the aggregate in any twelve month period;

c. workers compensation insurance as required by law; and

d. the additional insurances specified in an Rule, if any.

14.1.2 The Service Provider must provide proof of insurance acceptable to Finance on an annual basis, which may (at Finance’s sole discretion) include a certificate of currency issued by the insurer, copy of the insurance policy or right to inspect the insurance policy.

14.1.3 For the avoidance of doubt, this clause 14 does not relieve the Service Provider of its obligations under any other provisions of this Deed or any Contract.

14.1.4 This clause 14 survives expiry or earlier termination of this Deed.

15. Announcements

15.1.1 The Participant must, before making any public announcement(s) in connection with this Deed or any transaction contemplated by it, obtain Finance's agreement to the announcement, except if required by law or a regulatory body (including a relevant securities exchange), in which case the Participant must, to the extent practicable, first consult with and take into account the reasonable requirements of Finance.

16. Assignment and novation

16.1.1 The Participant must not assign or novate its obligations or rights under this Deed without Finance’s prior written approval.

16.1.2 Finance may assign its rights or novate its rights and obligations under this Deed to a third party (Replacement Party) without the Participant’s prior consent by giving at least one (1) month’s written notice to the Participant. The notice will contain confirmation of the Replacement Party’s agreement to the assignment or novation as described in this clause, and advise the date on which the assignment or novation will become effective (Effective Date). From the Effective Date:

a. Finance shall be deemed to have been replaced in this Deed by the Replacement Party;

b. references to 'Finance' shall be deemed to be references to the ‘Replacement Party’;
c. all of Finance’s rights under or in connection with this Deed in Material shall be deemed to be vested in the Replacement Party;

d. the Replacement Party will assume all accrued rights and liabilities of Finance; and

e. Finance shall be released from all accrued liabilities under or in connection with this Deed.

17. **Counterparts**

17.1.1 This Deed may be executed in counterparts. All executed counterparts constitute one document.

18. **Entire agreement**

18.1.1 This Deed constitutes the entire agreement between the parties in connection with its subject matter and supersedes all previous agreements or understandings between the parties in connection with its subject matter.

19. **Further action**

19.1.1 Each party must do, at its own expense, everything reasonably necessary (including executing documents) to give full effect to this Deed and any transaction contemplated by it.

20. **Severability**

20.1.1 A term or part of a term of this Deed that is illegal or unenforceable may be severed from this Deed and the remaining terms or parts of the terms of this Deed continue in force.

21. **Survival**

21.1.1 Any provision of this Deed which expressly or by implication from its nature is intended to continue, survives expiry or earlier termination of this Deed.
EXECUTED as a Deed:

Signed sealed and delivered for and on behalf of the Commonwealth of Australia as represented by the Department of Finance by its duly authorised delegate:

in the presence of:

________________________________________  __________________________________________
Signature of delegate                                               Signature of witness

________________________________________  __________________________________________
Name of delegate (BLOCK LETTERS )                                               Name of witness (BLOCK LETTERS)

ASSISTANT SECRETARY,
DIGITAL GOVERNMENT
INVESTMENT AND ASSURANCE
BRANCH
Position of delegate (BLOCK LETTERS)

ON [insert date]

Signed sealed and delivered for and on behalf of [Company] [Insert ABN], in accordance with section 127 of the Corporations Act 2001 by

________________________________________  __________________________________________
Signature of accountable authority secretary                                               Signature of accountable authority/company secretary (delete as applicable)

________________________________________  __________________________________________
Name of accountable authority (BLOCK LETTERS) secretary (BLOCK LETTERS)                                               Name of accountable authority/company (BLOCK LETTERS)

ON [insert date]
Attachment A to Deed

Deed Poll of Confidentiality and Privacy Acknowledgement

(clause 7.3 Deed)

(To be completed and signed by each Person, and returned with the signed Deed)
DEED POLL OF CONFIDENTIALITY and PRIVACY ACKNOWLEDGEMENT

THIS DEED POLL is made on ............................................................... ..............................

By

[Person name] (“Confidant”) of [Insert Address]

in favour of the Commonwealth of Australia represented by the Department of Finance ABN 61 970 632 495.

BACKGROUND

A. The Confidant, is an officer, agent or employee of [Company] (the “Participant”).

B. The Participant has applied for inclusion, and has been appointed to, the Department of Finance (“Finance”) Assurance Reviewer Services Multi Use List (“MUL”) and has entered into a Multi Use List Deed (“Deed”) for Assurance Reviewer Services (“Services”) with Finance. Under the Deed, Finance may issue an Rule to the Participant to provide Services. The Confidant is specified as a “Person” under the Deed, and if Finance issues an Rule to the Participant to provide Services, the Confidant may be specified as the “Specified Person” to perform work in relation to those Services.

C. While performing work in relation to the Services, information of a confidential nature concerning the Commonwealth may be provided to or otherwise become known to the Confidant. This Deed Poll formally sets out the obligations of the Confidant relating to that information.

D. The Confidant is required to maintain the confidentiality of the Confidential Information and the privacy of the Personal Information in accordance with this Deed Poll, noting that any breach of the obligations set out in this Deed Poll may cause the Commonwealth of Australia, Finance and others significant damage.

OPERATIVE PROVISIONS

DEFINITIONS

In this Deed Poll:

Assurance Review means a review undertaken in relation to a government commissioned program or project in accordance with the Australian Government Assurance Reviews Process.


Business Day means a day which is not a Saturday, Sunday or public or bank holiday in Canberra.

Commonwealth means the Crown in right of the Commonwealth of Australia, all emanations of the Crown in right of the Commonwealth and all Commonwealth agencies involved in the Assurance Review process.

Confidential Information means all information that:
(a) the Confidant becomes aware of because of the Services or creates in the course of providing the Services; and
(b) is confidential to any person, including the Commonwealth, or any of its suppliers, clients, tenderers or contractors; and
(c) includes any notes or copies based on or arising out of the information referred to in paragraph (a).

**Contract** means a contract, formed under the Deed, to perform Services.

**Personal Information** has the meaning given to it in the *Privacy Act 1988* (Cth).

**Sponsoring Entity** means the Entity in relation to which an Assurance Review is commissioned or conducted.

**INTERPRETATION**

In this Deed, unless the contrary intention appears:

(a) words importing a gender include any other gender;
(b) words in the singular include the plural and words in the plural include the singular;
(c) clause headings are inserted for convenient reference only and have no effect in limiting or extending the language of provisions to which they refer;
(d) a reference to a statute, ordinance, code or other law includes regulations and other instruments under it and consolidations, amendments, re-enactments or replacements of any of them;
(e) reference to time is to Canberra time;
(f) words importing persons include a partnership and a body whether corporate or otherwise; and
(g) where any word or phrase is given a prescribed meaning, any other part of speech or other grammatical form in respect of that word or phrase has a corresponding meaning.

**OBLIGATION OF CONFIDENTIALITY**

(a) The Confidant will protect all Confidential Information from unauthorised access or use, and will take and enforce proper and adequate precautions at all times to preserve the confidentiality of all Confidential Information.

(b) The Confidant will only disclose, use, or copy the Personal Information and the Confidential Information as strictly necessary for the Services.

(c) If the Confidant breaches or is likely to breach any obligation or confidentiality arising under this Deed Poll, the Confidant will take reasonable steps to limit the consequences of that breach and to prevent any further breach.

**LIMITATION ON DISCUSSIONS ABOUT THE ASSURANCE REVIEW**

The Confidant acknowledges that:

(a) it is essential that the Sponsoring Entity undergoing an Assurance Review is confident that what is discussed in the Assurance Review stays in the confines of
that particular review and is not mentioned in any other forum (including during Assurance Reviews in other Entities).

(b) If the requirement in (a) is not adhered to, confidence in the confidentiality of the Assurance Review is compromised.

The Confidant acknowledges and agrees that they will not discuss any details about the Assurance Review with anyone outside the particular Assurance Review being undertaken.

The Confidant acknowledges that any specific reference must be avoided, but that it is acceptable to mention as background, previous involvement in unnamed Assurance Reviews, the number of Assurance Reviews that they have involved in and a broad generic description of the types of programs reviewed (e.g. large IT program/project, major construction program/project).

LIMITATIONS ON DISTRIBUTION

Except as otherwise provided in this Deed Poll, or agreed beforehand in writing by Finance, the Confidant will not:

(a) distribute or cause or allow to be available to any person Confidential Information;

(b) disclose to any person that it has the Confidential Information or the terms on which it has access to or has been supplied with Confidential Information; or

(c) use the Confidential Information for its own purposes, or for the purposes of any other person.

LIMITATIONS ON RETENTION

Upon request, or if the Confidant is performing work in relation to the Services, upon termination or completion of the Services, the Confidant will:

(a) deliver to Finance or to the Sponsoring Entity as relevant, all Confidential Information, in its possession, that has been supplied by Finance or the Sponsoring Entity and that is capable of being delivered;

(b) delete, erase, or otherwise destroy all Confidential Information contained in computer memory, magnetic, optical, laser, electronic, or other media in its possession or control which is not capable of delivery to Finance or the Sponsoring Entity;

(c) not retain in any form any note, report, summary, memorandum or other document containing or referring to Confidential Information; and

(d) use its best endeavours to institute and use a system to enable all copies, notes, reports, summaries, memoranda and other documents containing or pertaining to or referring to Confidential Information to be traced and returned.

PUBLIC INFORMATION

The obligation of confidentiality does not apply to information that:

(a) is in the public domain at the date on which it is provided to the Confidant (unless it is in the public domain because of a breach of confidence by any person);
(b) becomes available to the public after the date on which it is provided to the Confidant (unless it is in the public domain because of a breach of confidence by any person); or

(c) is required to be disclosed by law, to the extent that such disclosure is required.

PRIVACY ACT

In respect of the Personal Information, the Confidant must also comply with the relevant provisions of the Privacy Act 1988 (Cth).

ACKNOWLEDGEMENT SHARING OF CONFIDANT’S PERSONAL INFORMATION

The Confidant acknowledges that their details including personal information submitted by the Participant in the application for inclusion to the MUL including any updates to that information, will be disclosed by Finance to Sponsoring Entities and may be disclosed to other Commonwealth Entities and other governments including state, territory and foreign governments.

CEASING TO USE AND RETURN OF CONFIDENTIAL INFORMATION

If:

(a) the Confidant breaches any provision of this Deed Poll;

(b) the Services end; or

(c) for any reason, Finance asks the Confidant to return or destroy the Personal Information or Confidential Information;

then the Confidant must immediately:

i) stop using, copying and disclosing the Personal Information and the Confidential Information; and

ii) return or destroy all copies and other forms of the Personal Information and the Confidential Information in the Confidant’s possession or control as directed by Finance;

otherwise Finance reserves the right to take appropriate action including court proceedings.

APPLICABLE LAW

This Deed Poll is governed by the laws applicable in the Australian Capital Territory and each party irrevocably and unconditionally submits to the non-exclusive jurisdiction of the courts of the Australian Capital Territory.

TERMINATION OF DEED

The Confidant acknowledges that if the Confidant breaches this Deed Poll, Finance may at its discretion, notwithstanding any provision of the Deed or the Contract, terminate the Deed and/or the Contract in accordance with the terms of the Deed and Contract as relevant.

OBLIGATION OF CONFIDENTIALITY CONTINUES

The Confidant acknowledges that the undertakings given in relation to the Confidential Information shall continue in force after the expiration or termination of this Deed Poll.

NOTICES
General

Any notice, demand, certification or other communication in this Deed:
(a) must be given in writing and in the English language; and
(b) may be given by an authorised representative of the sender.

Communication Generally

In addition to any means authorised by law any communication may be given by:
(a) being personally served on a party;
(b) being left at the party’s current address for service;
(c) being sent to the party’s current address for service by pre-paid ordinary mail or if the address is outside Australia, by pre-paid airmail; or
(d) by facsimile to the party’s current numbers for service.

MISCELLANEOUS

Legal costs

Subject to any express provision in this Deed Poll to the contrary, the Confidant must bear its own legal and other costs and expenses relating directly or indirectly to the preparation of, and performance of its obligations under this Deed Poll.

Amendment

This Deed Poll may only be varied or replaced if prior agreement to the variation is obtained from Finance.

Entire understanding

(a) This Deed Poll embodies the entire understanding and agreement of the Confidant as to the subject matter of this Deed Poll.
(b) All previous negotiations, understandings, representations, warranties, memoranda or commitments in relation to, or in any way affecting, the subject matter of this Deed Poll are merged in and superseded by this Deed Poll and shall be of no force or effect whatever.

EXECUTED as a Deed Poll

SIGNED SEALED AND DELIVERED by [Person name] the CONFIDANT:

In the presence of:

Signature of Confidant  Signature of Witness

Name of Confidant (BLOCK LETTERS)  Name of Witness (BLOCK LETTERS)
Attachment B to Deed

Official Secrets Acknowledgement

(clause 7.3 Deed)
(To be completed and signed by each Person, and returned with the signed Deed)
This acknowledgment is to be completed by all persons performing work for the Department of Finance including those on a temporary or consultancy basis, who will have access to, or association with, material, documents, software, data (stored by any means), information or goods and equipment of an official, commercial-in-confidence and/or classified nature (“official information”).

I, (Full name in BLOCK LETTERS).............................................................................

of  [Insert Address]..................................................................................................

understand that all official information that will be or has been acquired by me in the course of my work with the Commonwealth of Australia is the property of the Commonwealth and any such official information is not to be published or communicated to any unauthorised person in any form either during or after my work with the Commonwealth.

I understand and acknowledge that by performing services for or on behalf of the Commonwealth, I will be a Commonwealth officer for the purposes of the Crimes Act 1914, and that I am therefore subject to section 70 of the Crimes Act, relating to the disclosure of facts and documents by Commonwealth officers, and to the applicable penalty.

I also acknowledge that I am subject to the Criminal Code Act 1995, including, but not limited to, those provisions set out in the Attachment.

I have read and understood the Attachment to this Acknowledgment.

................................. Witnessed by: .................................................................
Signature Signature of witness

................................. .................................................................
(Name in BLOCK LETTERS) Name of Witness (BLOCK LETTERS)

Dated this ........ day of ................................................................. 201
Attachment to Official Secrets Acknowledgment

Under subsection 3[1] of the *Crimes Act (1914)*, a “Commonwealth Officer” includes:

(a) a person appointed or engaged under the *Public Service Act 1999*; and
(b) for the purpose of section 70, a person who, although not holding office under, or employed by, the
Commonwealth, a Territory or a public authority under the Commonwealth, performs services for or on
behalf of the Commonwealth, a Territory or public authority under the authority of the Commonwealth.

The following is a summary of some relevant *Crimes Act 1914* offences and penalties:

<table>
<thead>
<tr>
<th>Section 70 of the Crimes Act 1914</th>
<th>The unauthorised disclosure of information</th>
<th>Penalty – imprisonment for 2 years</th>
</tr>
</thead>
<tbody>
<tr>
<td>Section 79 of the Crimes Act 1914</td>
<td>The unauthorised communication of official secrets</td>
<td>Penalty – imprisonment for 7 years</td>
</tr>
</tbody>
</table>

The following is a summary of some relevant offences and penalties under the Criminal Code [see the *Criminal Code Act 1995*]:

<table>
<thead>
<tr>
<th>Section 90.1 of the Criminal Code</th>
<th>Espionage and similar activities</th>
<th>Penalty – imprisonment for 25 years</th>
</tr>
</thead>
<tbody>
<tr>
<td>Section 131.1 of the Criminal Code</td>
<td>Theft</td>
<td>Penalty – imprisonment for 10 years</td>
</tr>
<tr>
<td>Section 132.1 of the Criminal Code</td>
<td>Receiving stolen property</td>
<td>Penalty – imprisonment for 10 years</td>
</tr>
<tr>
<td>Section 132.6 of the Criminal Code</td>
<td>Making off without payment</td>
<td>Penalty – imprisonment for 2 years</td>
</tr>
<tr>
<td>Section 132.7 of the Criminal Code</td>
<td>Going equipped for theft or a property offence</td>
<td>Penalty – imprisonment for 3 years</td>
</tr>
<tr>
<td>Section 134.1 of the Criminal Code</td>
<td>Obtaining property or a financial advantage by deception</td>
<td>Penalty – imprisonment for 10 years</td>
</tr>
<tr>
<td>Section 134.2 of the Criminal Code</td>
<td>Obtaining a financial advantage by deception</td>
<td>Penalty – imprisonment for 10 years</td>
</tr>
<tr>
<td>Section 135.1 of the Criminal Code</td>
<td>General dishonesty, obtaining a gain, causing a loss or influencing a Commonwealth public official</td>
<td>Penalty – imprisonment for 5 years</td>
</tr>
<tr>
<td>Section 135.2 of the Criminal Code</td>
<td>Obtaining a financial advantage</td>
<td>Penalty – imprisonment for 12 months</td>
</tr>
<tr>
<td>Section 145.4 of the Criminal Code</td>
<td>Falsification of documents</td>
<td>Penalty – imprisonment for 7 years</td>
</tr>
<tr>
<td>Section 145.5 of the Criminal Code</td>
<td>Giving information derived from false or misleading documents</td>
<td>Penalty – imprisonment for 7 years</td>
</tr>
</tbody>
</table>
OPERATIONAL RULES (OR’s)

1. The Assurance Reviewer Services Multi-Use List (MUL) is managed on behalf of the Commonwealth of Australia (Commonwealth), by the Assurance Reviews Unit, Digital Government Investment and Assurance Branch, in the Department of Finance (Finance).

Ongoing ability to satisfy Conditions for Participation

2. The Participants ongoing appointment to the MUL, is subject to them maintaining the capacity, capability and expertise, via the Person(s), to deliver and provide professional services in the Category of Expertise that the Participant was appointed to the MUL to deliver. Where a Participant no longer has, or has a diminished capacity, capability or expertise to provide the relevant professional service in a Category of Expertise, including for the reason that it has ceased to employ a Person, the Participant must notify Finance within 72 hours of becoming aware and amend their details accordingly.

3. Finance may reassess a Participant’s ability to satisfy the Conditions for Participation:
   a. after any update of the Participant’s details; and
   b. after any other event occurs, or information comes to the attention of Finance, which Finance considers may impact on the Participant’s ability to meet the Conditions for Participation.

4. The Participant will be notified within 10 Business Days after Finance’s decision to reassess its ability to satisfy the Conditions for Participation.

5. When removing a Participant from the MUL because this Deed is terminated or reduced in scope by Finance under clause 8 of the Deed, Finance may at its absolute discretion impose restrictions or conditions on that Participant in relation to reapplying for inclusion.

6. The Participant acknowledges and accepts that only those Personnel in respect of whom Schedule 6 contains an AFI Annexure are “Persons” within the meaning given in this Deed.

Updates to information

7. Subject to Operational Rule 8, Participants on the MUL must promptly inform Finance whenever there is a significant change in any information provided as part of the application process, including in relation to any Person. Failure to update or supply required details may, at Finance’s discretion, result in the termination or reduction in scope of the Deed and the Participant being removed from the MUL in accordance with...
clause 8.2 of the Deed. For the avoidance of doubt, if a Participant wishes to propose new additional Person(s) during the Deed Period, it must comply with Operational Rule 7A.

7A. If, during the Deed Period, the Participant wishes to propose new additional Person(s) (Proposed Person(s)), the Participant must submit a new application to the Multi Use List (see procedure at http://www.finance.gov.au/assurance-reviews). If Finance agrees to accept the new application and to include the Proposed Person(s) as Person(s) under the Deed, Finance will issue to the Participant:

(a) a deed of variation to vary the Deed, for execution and return by the Participant, and
(b) a Deed Poll of Confidentiality and Privacy Acknowledgement (Attachment A to the Deed) and Official Secrets Acknowledgement Form (Attachment B to the Deed) for the Participant to arrange execution and return by the Person(s).

For the avoidance of doubt, the Participant must comply with its obligations applying in relation to Person(s) under the Deed.

8. The Participant may only request revision of a Daily Rate in accordance with and subject to clause 4.5 of the Deed.

Performance Reporting

9. Finance, at its discretion, will determine, the nature of any performance review process to be performed in relation to the Participant’s performance of Services.

10. The Participant will, and will ensure that its Personnel will, participate in the performance review process advised by Finance.

Variation to MUL

11. Finance may, at its discretion, vary the MUL to meet its operational requirements.

12. It is anticipated that a Participant’s ability to satisfy the Conditions for Participation would only be reassessed if the variation may impact on their ability to meet the Conditions for Participation.

13. For any new Category of Expertise, it is anticipated that an application for inclusion process would be required.
Changes to these Rules

### APPOINTED CATEGORIES

(Clause 1.1 Deed)

<table>
<thead>
<tr>
<th>Person</th>
<th>Category of Expertise</th>
<th>Assessed as meeting the Conditions for Participation for this Category of Expertise</th>
</tr>
</thead>
<tbody>
<tr>
<td>[Person name]</td>
<td>A  Public sector senior executive</td>
<td>Insert Yes or No or N/A</td>
</tr>
<tr>
<td></td>
<td>B  Portfolio/Program/Project Management</td>
<td></td>
</tr>
<tr>
<td></td>
<td>C  Business and Policy</td>
<td></td>
</tr>
<tr>
<td></td>
<td>D  ICT</td>
<td></td>
</tr>
<tr>
<td></td>
<td>E  Infrastructure</td>
<td></td>
</tr>
<tr>
<td></td>
<td>F  Operational</td>
<td></td>
</tr>
<tr>
<td></td>
<td>G  Specialised skills or qualifications</td>
<td></td>
</tr>
<tr>
<td></td>
<td>H  Other relevant skills or qualifications</td>
<td></td>
</tr>
</tbody>
</table>
REQUEST FOR QUOTE (RFQ) TEMPLATE
(Clause 4.3 of the Deed)
Note: The use of this template by Finance is not mandatory when procuring Services from the MUL.

<table>
<thead>
<tr>
<th>Date of RFQ</th>
<th>&lt;insert&gt;</th>
</tr>
</thead>
<tbody>
<tr>
<td>Required response time for Quote (clause 4.3.3 Deed)</td>
<td>&lt;insert&gt;</td>
</tr>
<tr>
<td>Proposed Contract Commencement Date</td>
<td>&lt;insert date&gt;</td>
</tr>
<tr>
<td>Proposed Contract End Date</td>
<td>&lt;insert date&gt;</td>
</tr>
</tbody>
</table>

**Participant Details (‘Service Provider’ in the Contract):**

<table>
<thead>
<tr>
<th>Trading Name</th>
<th>&lt;Insert Participant name&gt;</th>
</tr>
</thead>
<tbody>
<tr>
<td>ABN</td>
<td>&lt;Insert ABN&gt;</td>
</tr>
<tr>
<td>Service Provider Representative</td>
<td>&lt;insert name&gt;</td>
</tr>
<tr>
<td>Postal address</td>
<td>&lt;Insert postal address&gt;</td>
</tr>
<tr>
<td>Contact for Invoices</td>
<td>&lt;Insert contact for invoices&gt;</td>
</tr>
<tr>
<td>Email</td>
<td>&lt;Insert email&gt;</td>
</tr>
<tr>
<td>Business Phone number</td>
<td>&lt;Insert phone number&gt;</td>
</tr>
<tr>
<td>Fax number</td>
<td>&lt;Insert Fax number&gt;</td>
</tr>
</tbody>
</table>

**Details of Specified Person**

<table>
<thead>
<tr>
<th>Name of Specified Person</th>
<th>&lt;Insert name &gt;</th>
</tr>
</thead>
<tbody>
<tr>
<td>Proposed Role for Specified Person in Assurance Review</td>
<td>&lt;Delete whichever is not applicable&gt;</td>
</tr>
<tr>
<td></td>
<td>&lt;Review Team Leader&gt;</td>
</tr>
<tr>
<td></td>
<td>OR</td>
</tr>
<tr>
<td></td>
<td>&lt;Review Team Member&gt;</td>
</tr>
</tbody>
</table>

**Finance Contact details**
<table>
<thead>
<tr>
<th>Services</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Assurance Review Details:</strong></td>
</tr>
<tr>
<td><strong>Assurance Review ID number</strong></td>
</tr>
<tr>
<td><strong>Sponsoring Entity</strong></td>
</tr>
<tr>
<td><strong>Nature of Assurance Review</strong></td>
</tr>
<tr>
<td><strong>Anticipated Authorised time on Assurance Review</strong></td>
</tr>
<tr>
<td><strong>Anticipated Planning Meeting date (clause 1.1.1 General Terms and Conditions)</strong></td>
</tr>
<tr>
<td><strong>Anticipated Onsite Review Activity dates (clause 1.1.1 General Terms and Conditions)</strong></td>
</tr>
<tr>
<td><strong>Details of any Onsite attendance to conduct the Assurance Review</strong></td>
</tr>
<tr>
<td><strong>Security Requirements including Required Security Clearance level (clause 5 General Terms and Conditions)</strong></td>
</tr>
<tr>
<td><strong>Deliverables (clause 1.1.1 General Terms and Conditions)</strong></td>
</tr>
<tr>
<td><strong>Reimbursable Expenses (clause 3.3 General Terms and Conditions)</strong></td>
</tr>
<tr>
<td>Additional conditions or requirements and any Specific Requirements (clauses 4.2.2b and 4.4.3 Deed)</td>
</tr>
<tr>
<td>---------------------------------------------------------------</td>
</tr>
<tr>
<td><strong>Insurance requirement</strong> (clause 14 Deed; clause 13 General Terms and Conditions)</td>
</tr>
</tbody>
</table>

**QUOTE**

The Participant must complete the following table and return to Finance:

<table>
<thead>
<tr>
<th>Fees (clause 4.5.1 Deed, clause 3.3 General Terms and Conditions)</th>
<th>&lt;insert details&gt;</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Existing Material</strong> (clause 4 General Terms and Conditions)</td>
<td>&lt;insert details of any Service Provider Existing Material&gt;</td>
</tr>
<tr>
<td><strong>Availability of Specified Person</strong></td>
<td>&lt;insert details of the Specified Person to perform work in relation to the Services, including for the anticipated Planning Meeting and Onsite Review Activity dates set out in the table for the Request for Quote above&gt;</td>
</tr>
<tr>
<td><strong>Insurance Levels</strong></td>
<td>&lt;insert details of the current levels of insurance and confirmation that those levels satisfy the requirements of the Deed&gt;</td>
</tr>
<tr>
<td><strong>Actual or Possible Conflicts of Interest</strong></td>
<td>&lt;insert details of actual or possible future conflicts of interest that the Service Provider or the Service Providers Personnel may have (This includes provision of other services to Finance or to the Sponsoring Entity that has responsibility for the government)&gt;</td>
</tr>
<tr>
<td>commissioned program or project subject to the Assurance Review</td>
<td></td>
</tr>
</tbody>
</table>
RULE TEMPLATE

This Rule is made in accordance with the Deed and needs to be read in conjunction with that document, including the General Terms and Conditions and any attachments to this Rule.

When returning this signed Rule, the Participant must also return:

- the Conflict of Interest declaration (Attachment A to this Rule) signed by the Specified Person; and
- the completed and signed Authority for EFT Direct Credit Payment form (Attachment B to this Rule).

<Service Provider name and ABN or ACN>
<Service Provider Address>
<Service Provider’s Representative>

Sent via <facsimile or email>: <Service Provider’s fax number or email address>

<table>
<thead>
<tr>
<th>Assurance Review ID number</th>
<th>&lt;insert&gt;</th>
</tr>
</thead>
<tbody>
<tr>
<td>Date Rule Issued</td>
<td>&lt;insert&gt;</td>
</tr>
<tr>
<td>Contract Commencement Date</td>
<td>&lt;insert&gt;</td>
</tr>
<tr>
<td>Contract End Date</td>
<td>&lt;insert&gt;</td>
</tr>
</tbody>
</table>

**Service Provider (‘Participant’ in the Deed):**

<table>
<thead>
<tr>
<th>Trading Name</th>
<th>&lt;Insert Service Provider name&gt;</th>
</tr>
</thead>
<tbody>
<tr>
<td>ABN</td>
<td>&lt;Insert ABN&gt;</td>
</tr>
<tr>
<td>Service Provider Representative</td>
<td>&lt;insert name&gt;</td>
</tr>
<tr>
<td>Postal address</td>
<td>&lt;Insert postal address&gt;</td>
</tr>
<tr>
<td>Contact for Invoices</td>
<td>&lt;Insert contact for invoices&gt;</td>
</tr>
<tr>
<td>Email</td>
<td>&lt;Insert email&gt;</td>
</tr>
<tr>
<td>Business Phone number</td>
<td>&lt;Insert phone number&gt;</td>
</tr>
<tr>
<td>Fax number</td>
<td>&lt;Insert Fax number&gt;</td>
</tr>
</tbody>
</table>

**Specified Person details**
### Specified Person
- **Specified Person**: <Insert name of Specified Person>

### Role for Specified Person in Assurance Review
- **Role for Specified Person in Assurance Review**: 
  <Review Team Leader (Ruled Services must be performed in accordance with the Review Team Leader Responsibilities)>  
  OR  
  <Review Team Member (Ruled Services must be performed in accordance with the Review Team Member Responsibilities)>

### Finance Contact details
- **Finance Representative**: Assistant Secretary, Digital Government Investment and Assurance Branch  
  Department of Finance  
- **Address**: Assurance Reviews Unit  
  Digital Government Investment and Assurance Branch  
  Department of Finance  
  John Gorton Building, King Edward Terrace  
  PARKES ACT 2600  
- **Fax Number**: <insert>  
- **Email**: assurancereviews@finance.gov.au

### Services
#### Assurance Review Details
- **Sponsoring Entity**: <Insert Entity Name>
- **Nature and Description of Assurance Review**: <Insert name and description. If space not sufficient, insert “See Attachment A” and attach a new page(s) headed with “Attachment A”>
- **Authorised time on Assurance Review**: <Insert details>
- **Planning Meeting date (clause 1.1.1 General Terms and Conditions)**: <Insert date>
- **Onsite Review Activity dates (clause 1.1.1 General Terms and Conditions)**: <Insert date>
- **Details of any Onsite attendance to**: <Insert work site /s etc. eg Sponsoring Entity premises>
| **undertake Assurance Review** | or insert Not Applicable>
| **Security Requirements including Required Security Clearance level** (clause 5 General Terms and Conditions) | <Insert details>
| **Deliverables** (clause 1.1.1 General Terms and Conditions) | <Insert details>
| **Fees and Reimbursable Expenses** (clause 3.3 of General Terms and Conditions) | Fees:
<insert details>

Expenses:
The Service Provider acknowledges that Finance will book the following:
<insert details>

The Reimbursable Expenses approved by Finance are outlined in the *Expenditure Guidance* provided by Finance.

**Materials and Confidential Information**

| **Commonwealth Material** (clause 4 General Terms and Conditions) | <Insert details of any Commonwealth Material or insert ‘Not Applicable’>
| **Existing Material** (clause 4 General Terms and Conditions) | <Insert details of any Existing Material or insert ‘Not Applicable’>
| **Contract Material** (clause 4 General Terms and Conditions) | The Deliverables
<Insert details of any other Contract Material>
| **Confidential Information** (clause 7 General Terms and Conditions) | <Include details in table below or insert Not Applicable

<p>| Finance Confidential information | Period of Confidentiality |</p>
<table>
<thead>
<tr>
<th>The Service Provider Confidential information</th>
<th>Period of Confidentiality</th>
</tr>
</thead>
<tbody>
<tr>
<td>[insert]</td>
<td>[insert]</td>
</tr>
</tbody>
</table>

**Other**

<table>
<thead>
<tr>
<th>Additional conditions or requirements and any Specific Requirements (clauses 4.2.2b and 4.4.3 Deed)</th>
<th>&lt;insert details&gt;</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Insurance requirement</strong> (clause 14 Deed, clause 13 General Terms and Conditions)</td>
<td>As required by clause 14 of Deed and clause 13 of the General Terms and Conditions.</td>
</tr>
<tr>
<td><strong>Additional insurance requirement</strong></td>
<td>&lt;insert details of any additional required insurance for the particular Assurance Review. Insert “Nil additional” if no additional requirement. &gt;</td>
</tr>
</tbody>
</table>

**Executed as a Contract**

**Executed** by [insert company name of the Participant] [insert ABN/ACN] by its duly authorised representative

In the presence of:

<table>
<thead>
<tr>
<th>Signature of accountable authority / authorised representative (delete as applicable)</th>
<th>Signature of witness / authorised representative / accountable authority (delete as applicable)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Name of accountable authority / authorised representative (delete as applicable) (BLOCK LETTERS)</td>
<td>Name of witness / authorised representative / accountable authority (delete as applicable) (BLOCK LETTERS)</td>
</tr>
</tbody>
</table>

ON [insert date]
Signed for and on behalf of **Commonwealth of Australia** as represented by the **Department of Finance** ABN 61 970 632 495 by

In the presence of:

---

Signature of authorised officer

Signature of witness

---

Name and title of authorised officer (BLOCK LETTERS)

Name of witness (BLOCK LETTERS)

---

ON [insert date]
Attachment A to Rule

Conflict of Interest Declaration

(clause 7.3 Deed)
(To be completed and signed by the Specified Person, and returned with the signed Rule)
I have been selected to participate in the Assurance Review as a Review Team Leader / Review Team Member [delete whichever is not applicable] for the <Entity name> (Sponsoring Entity), <insert project or program name> (‘Project’).

I acknowledge that “Conflict” means any matter, circumstance, interest, or activity affecting me which may or may appear to impair my ability to participate in the Assurance Review diligently and independently.

I acknowledge that I am required to give immediate notice of any conflict of interest, a risk of conflict of interest or a perceived conflict of interest that relates to or arises out of the Project or my performance of work in relation to the Assurance Review. I acknowledge that Finance may discuss this declaration with any Sponsoring Entity in Rule to clarify if there are any further conflicts of interests and if so, how best to manage them. I agree that I must follow all reasonable directions made by Finance about the method for handling any conflict of interest.

I acknowledge that the conflict of interest, risk of conflict of interest or perception of conflict of interest need not relate to my material personal interest and may not be financial in nature, for example, a business partner or spouse may benefit from a decision in which I am involved or which I may influence.

I acknowledge and agree that I must refuse any direct requests from the Sponsoring Entity to be involved in providing advice and guidance between Assurance Reviews as this could compromise my independence and eligibility for subsequent Assurance Reviews.

I declare (strike out whichever of the following alternatives does not apply to you):

(a) neither I, nor my company, nor my immediate family have any interests in any entity involved in or with the Project; or

(b) the following interests: (give details below)
I will retain a copy of this declaration and review it regularly to ensure that it is up to date at all times. I will notify the Assurance Reviews Unit, Digital Government Investment and Assurance Branch within Finance immediately of any material change in the facts set out above.

Signed: .................................................. Date: ..................................................

Name: ..................................................
Attachment B to Rule

Authority for EFT Direct Credit Payment
(clause 4.4.7 Deed; clause 3.2 General Terms and Conditions)
(To be completed and signed by Service Provider, and returned with signed Rule)
Authority for EFT Direct Credit Payment

CUSTOMER DETAILS

Business Trading Name

ABN

Business Address

Contact Person

Telephone No.  
Fax No.

E-mail Address

No. of Employees in your Business - please circle  1-20  21-99  > 100

This is for reporting against Government Procurement 30 day payment policy for small business

FINANCIAL INSTITUTION DETAILS

I, ____________________________, (Name) in my capacity as ____________________________, (Job Title)

Hereby authorise the Department to direct payments of goods and/or services to the following account:

BSB Code

Bank Account No.

Account Name

Bank Name

Bank Branch

Signature of Authorised Representative

Date

Conditions of this agreement:

1. The Customer is responsible for a) the accuracy of the above details b) advising the Department in writing of any changes relating to the above particulars. Upon receipt of such notification the Department shall process all payments in accordance with the details provided.

2. The Customer warrants that the bank account details provided are not false and comply with all applicable laws.

3. The Department has the right to accept the authority of the Authorised Representative as conclusive evidence of that person’s authority to execute this agreement on behalf of the Customer. The Department is under no obligation to verify that authority of the Authorised Representative or the bank account details.

4. The Department will use all reasonable measures to maintain confidentiality; both the Authorised Representative and the Customer acknowledge that it may not be practical for the Department to keep these accounts details confidential in the circumstances. These details will be available to the Department staff in carrying out their normal duties in paying invoices.

5. Payment will be deemed to have been when the Department has instructed its bank to credit the account. The Department will not be responsible for any delays in payment or errors due to factors outside the reasonable control of the Department, including but not limited to delays or errors in the banking system.

6. The Customer acknowledges that the Department, by accepting the authority, does not promise to remit payments by EFT to the Customer by may do so if it should choose to do so.

WHEN COMPLETED, PLEASE FAX TO (02) 6267-3633
7. The Authorised Representative warrants in his/her own right that a) he/she has the authority to bond the Customer to the conditions of this payment b) the banking details provided are accurate c) by signing this form, that the Customer is aware of its responsibilities under this agreement.

8. The Authorised Representative indemnifies the Department in relation to any loss or damage (including consequent loss) which the Department may suffer due to any breach of the Customer's warranties at clauses 1 and 2 respectively.
GENERAL TERMS AND CONDITIONS

The following terms and conditions apply for obtaining Services. A Contract is created, upon the terms contained in the Rule and these General Terms and Conditions, by the execution of an Rule by both parties.

1. Interpretation

1.1 Definitions

1.1.1 In this Contract, unless the context indicates otherwise:

<table>
<thead>
<tr>
<th>Term</th>
<th>Definition</th>
</tr>
</thead>
<tbody>
<tr>
<td>AFI Annexure</td>
<td>means the Annexure to Part 3 of the AFI, which contains details of the Specified Person;</td>
</tr>
<tr>
<td>Application for Inclusion (AFI)</td>
<td>means the application submitted by the Participant to the Commonwealth seeking inclusion on the MUL, of which Part 3 of the AFI is set out at Schedule 6 of this Deed;</td>
</tr>
<tr>
<td>Assurance Review</td>
<td>means a review undertaken in relation to a government commissioned program or project, in accordance with the Australian Government Assurance Reviews Process;</td>
</tr>
<tr>
<td>Business Day (in a place)</td>
<td>means a day that is not a Saturday, a Sunday or a public holiday;</td>
</tr>
<tr>
<td>Commencement Date</td>
<td>means the date this Contract commences, as specified in the Rule;</td>
</tr>
<tr>
<td>Commonwealth</td>
<td>means the Commonwealth of Australia;</td>
</tr>
<tr>
<td>Confidential Information</td>
<td>means information that is by its nature confidential and:</td>
</tr>
<tr>
<td></td>
<td>a. is described in an Rule; or</td>
</tr>
<tr>
<td></td>
<td>b. a party knows or ought to know is confidential, but does not include:</td>
</tr>
<tr>
<td></td>
<td>information that is or becomes public knowledge otherwise than by breach of this Contract or any other confidentiality obligation.</td>
</tr>
<tr>
<td>Conflict</td>
<td>means any matter, circumstance, interest, or activity affecting the Service Provider, its personnel (including the Specified Person) or subcontractors which may or may appear to impair the ability of the Participant or the Specified Person to provide the Ruled Services to Finance diligently and independently;</td>
</tr>
<tr>
<td>Term</td>
<td>Definition</td>
</tr>
<tr>
<td>------</td>
<td>------------</td>
</tr>
<tr>
<td>Contract</td>
<td>means this contract for the provision of Ruled Services, formed between Finance and the Service Provider by the parties executing an Rule;</td>
</tr>
</tbody>
</table>
| Contract Material | means any Material:  
| | a. created for the purposes of this Contract;  
| | b. provided or required to be provided to Finance as part of the Ruled Services including Deliverables; or  
| | c. derived at any time from the Material referred to in paragraph (a) or (b); |
| Commonwealth Material | means any Material:  
| | a. provided by Finance to the Service Provider for the purposes of this Contract; or  
<p>| | b. derived at any time from the Material referred to in paragraph (a); |
| Daily Rate | means the Specified Person’s rate to perform work in relation to the Ruled Services, specified in their relevant AFI Annexure, which will be used to calculate the Fees; |
| Deed | means the MUL Deed between Finance and the Service Provider (‘Participant’ in the Deed) including all schedules, attachments, annexures and other documents incorporated by reference, including the Participant’s AFI; |
| Deliverables | means the items specified as such in the Rule; |
| End Date | means the date this Contract ends, subject to clause 1.4.1, as specified in the Rule; |
| Existing Material | means any Material, other than Contract Material, which is made available by the Service Provider for the purpose of this Contract, on or following the Commencement Date; |
| Fees | means the charges payable for the Ruled Services, as specified in the Rule; |
| Finance | means the Department of Finance and includes any Commonwealth non-corporate entity which is responsible from time to time for administering a Contract, and includes as the context requires, its Personnel; |</p>
<table>
<thead>
<tr>
<th><strong>Finance Representative</strong></th>
<th>means the person specified as such in the Rule;</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>GST</strong></td>
<td>has the meaning it has in the <em>A New Tax System (Goods and Services Tax) Act</em> 1999 (Cth);</td>
</tr>
</tbody>
</table>
| **Intellectual Property Rights** | all intellectual property rights, including but not limited to, the following rights:  
   a. patents, copyright, rights in circuit layouts, designs, trade marks (including goodwill in those marks) and domain names;  
   b. any application or right to apply for registration of any of the rights referred to in paragraph (a); and  
   c. all rights of a similar nature to any of the rights in paragraphs (a) and (b) which may subsist in Australia or elsewhere, whether or not such rights are registered or capable of being registered; |
| **Legislation** | means a provision of a statute or subordinate legislation of the Commonwealth, or of a State, Territory or local authority; |
| **Material** | means any thing, including Deliverables, in relation to which Intellectual Property Rights arise; |
| **Moral Rights** | means the following non-proprietary rights of authors of copyright Material:  
   a. the right of attribution of authorship;  
   b. the right of integrity of authorship; and  
   c. the right not to have authorship falsely attributed; |
| **Multi-Use List (MUL)** | means the multi-use list established by Finance to enable it to acquire Services; |
| **Onsite** | means where work in relation to the Services is being performed at the Sponsoring Entity’s premises; |
| **Onsite Review Activity** | means activities undertaken Onsite in relation to the Assurance Review including an examination of the requested documentation and interviews with stakeholders; |
| **Rule** | means the Rule, under which this Contract was formed, issued by Finance in accordance with the Deed requesting the Service Provider to provide the Services specified in the Rule; |
| **Ruled Services** | means the Services required by Finance to be provided in accordance with this Contract which are set out in an Rule and includes all: |
| **Participant** | means the party identified as the Participant in the Deed. The Participant is referred to as the ‘Service Provider’ in this Contract; |
| **Payment Day** | means the day when Finance’s system generates a payment transfer into the banking system for payment to the Service Provider; |
| **Permitted Acts** | means any of the following classes or types of acts or omissions:  
  a. using, reproducing, adapting or exploiting all or any part of the Contract Material, with or without attribution of authorship;  
  b. supplementing the Contract Material with any other Material; and  
  c. using the Contract Material in a different context to that originally envisaged;  
  but does not include false attribution of authorship; |
| **Person(s)** | means the person(s) with relevant skills and experience to perform the Services whose details appear in an AFI Annexure at Schedule 6 of the Deed and who Finance may specify as the Specified Person in any Rule; |
| **Personnel** | means:  
  a. in relation to the Service Provider – any natural person who is a partner, officer, employee, agent or professional advisor of the Service Provider; and  
  b. in relation to Finance – any natural person, other than a person referred to in paragraph (a), who is an officer, employee, agent or professional advisor of Finance; |
<p>| <strong>Planning Meeting</strong> | means a meeting of the Review Team and representatives of the Sponsoring Entity to clarify the intent, logistics and timing of the Ruled Services; |
| <strong>Reimbursable Expenses</strong> | means the expenses specified in the Rule as such and approved by Finance, incurred by the Service Provider in performing the Ruled Services; |
| <strong>Review Team</strong> | means the Review Team Leader and the Review Team |</p>
<table>
<thead>
<tr>
<th>Term</th>
<th>Definition</th>
</tr>
</thead>
<tbody>
<tr>
<td>Members;</td>
<td></td>
</tr>
<tr>
<td><strong>Review Team Leader</strong></td>
<td>means the leader of the particular Assurance Review process, having the Review Team Leader Responsibilities. The Rule will specify if the Specified Person is performing work in relation to the Ruled Services in this Role;</td>
</tr>
<tr>
<td><strong>Review Team Leader Responsibilities</strong></td>
<td>means the responsibilities of the Review Team Leader set out in Annexure B of these General Terms and Conditions;</td>
</tr>
<tr>
<td><strong>Review Team Member</strong></td>
<td>means a team member of the particular Assurance Review process, having the Review Team Member Responsibilities. The Rule will specify if the Specified Person is performing work in relation to the Ruled Services in this Role;</td>
</tr>
<tr>
<td><strong>Review Team Member Responsibilities</strong></td>
<td>means the responsibilities of the Review Team Member set out in Annexure C of these General Terms and Conditions;</td>
</tr>
<tr>
<td><strong>Role</strong></td>
<td>means either the Review Team Leader or the Review Team Member;</td>
</tr>
<tr>
<td><strong>Service Provider</strong></td>
<td>means the party identified as such in the Rule. The Service Provider is referred to as the ‘Participant ‘in the Deed;</td>
</tr>
<tr>
<td><strong>Service Provider Representative</strong></td>
<td>means the person specified as such in the Rule;</td>
</tr>
<tr>
<td><strong>Services</strong></td>
<td>means the services relating to Assurance Reviews that the Service Provider was appointed to the MUL to provide;</td>
</tr>
<tr>
<td><strong>Small Business</strong></td>
<td>an enterprise which, at the Commencement Date, employed less than the full time equivalent of 20 persons (‘full time equivalent’ is as prescribed by the Australian Bureau of Statistics). If the enterprise is an ‘associated entity’ as prescribed in section 50AAA of the Corporations Act 2001, this test is applied to the group of associated entities as a whole;</td>
</tr>
<tr>
<td><strong>Specific Requirements</strong></td>
<td>means the specific requirements for this Contract, if any, identified in the Rule;</td>
</tr>
<tr>
<td><strong>Specified Person</strong></td>
<td>means the Person specified by Finance in the Rule to perform the work in relation to the Ruled Services. The Specified Person is referred to as a ‘Person’ and the ‘Specified Person’ in the Deed depending on the context required;</td>
</tr>
<tr>
<td><strong>Sponsoring Entity Material</strong></td>
<td>means any Material:</td>
</tr>
</tbody>
</table>
|   | a. supplied to the Service Provider by the Sponsoring Entity in relation to the Ruled Services; and  
|   | b. derived at any time from the Material referred to in paragraph a. |
1.2 Interpretation

1.2.1 In this Contract, except where the contrary intention is expressed:

a. the singular includes the plural and vice versa, and a gender includes other genders;

b. another grammatical form of a prescribed word or expression has a corresponding meaning;

c. a reference to a clause or paragraph is to a clause or paragraph of this Schedule 5;

d. a reference to a document or instrument includes the document or instrument as novated, altered, supplemented or replaced from time to time;

e. a reference to A$, $A, dollar, money or $ is to Australian currency;

f. a reference to time is to Canberra, Australia time;

g. a reference to a party is to a party to this Contract, and a reference to a party to a document includes the party's executors, administrators, successors and permitted assignees and substitutes;

h. a reference to a person includes a natural person, partnership, body corporate, association, governmental or local authority or Entity or other entity;

i. if the Service Provider is a trustee, the Service Provider enters the Contract personally and in its capacity as trustee and warrants that it has the power to perform its obligations under this Contract;

j. a reference to a statute, ordinance, code or other law includes regulations and other instruments under it and consolidations, amendments, re-enactments or replacements of any of them;

k. the meaning of general words is not limited by specific examples introduced by including, for example or similar expressions;

l. any agreement, representation, warranty or indemnity by two or more parties (including where two or more persons are included in the same prescribed term) binds them jointly and severally;

m. any agreement, representation, warranty or indemnity in favour of two or more parties (including where two or more persons are included in the same prescribed term) is for the benefit of them jointly and severally;

n. a rule of construction does not apply to the disadvantage of a party because the party was responsible for the preparation of this Contract or any part of it;

o. if a day on or by which an obligation must be performed or an event must occur (other than Ruled Services) is not a Business Day, the obligation must be performed or the event must occur on or by the next Business Day; and

p. headings are for ease of reference only and do not affect interpretation.
1.3 Precedence

1.3.1 In this Contract, unless the contrary intention appears, if any conflict arises between the terms specified through the Rule and these terms and conditions or the terms of the Deed the following Rule of priority will apply:

a. the terms of the Deed, excluding the Schedules;

b. Schedule 1 of the Deed [Operational Rules];

c. the Rule;

d. this Schedule 5 including its attachments and annexures;

e. Schedule 6 of the Deed [Part Three of the Application for Inclusion];

f. the other Schedules of the Deed;

g. any other document incorporated by reference into the Deed; then

h. any other terms specified through the Rule process.

1.4 Commencement

1.4.1 This Contract commences on and from the Commencement Date and, unless terminated earlier, expires on the End Date.

2 Performance

2.1 Ruled Services

2.1.1 The Service Provider must:

a. perform the Ruled Services:

i. strictly in accordance with the scope outlined in the Rule;

ii. to a standard recognised as a high professional standard by professional advisers performing similar work;

b. comply with all applicable Finance, Commonwealth and industry policies, standards and guidelines;

c. comply with the time frame for the performance of the Ruled Services specified through the Rule process;

d. submit invoices and any required supporting documentation in the manner specified in clause 3.1; and

e. obtain all approvals and licences necessary to perform the Ruled Services in accordance with this Contract.

2.1.2 The Service Provider must keep adequate books and records, in accordance with Australian accounting standards, in sufficient detail to enable the amounts payable by Finance under a Contract to be determined.
2.2 No Subcontracting

2.2.1 The Service Provider must not subcontract the performance of any part of the Ruled Services.

2.3 Specified Person

2.3.1 The Service Provider agrees that the Ruled Services will be performed by the Specified Person in accordance with this Contract. For the avoidance of doubt, the Participant is not entitled to substitute any other Personnel for the Specified Person.

2.3.2 If the Specified Person is unable to perform the work as required under clause 2.3.1, the Service Provider agrees to notify Finance immediately and Finance may, at its sole discretion, terminate the Contract in accordance with clause 8.2.

2.3.3 The Service Provider agrees, at the request of the Entity acting in its absolute discretion, to remove Personnel (including the Specified Person) from work in relation to the Ruled Services.

2.4 Conduct when performing Services Onsite

2.4.1 The Service Provider must, and ensure that the Specified Person will, when performing Ruled Services Onsite, comply with all reasonable directions and procedures relating to work health and safety and security in operation at those premises or facilities (including any smoke-free workplace policy) whether specifically drawn to the attention of the Service Provider or as might reasonably be inferred from the circumstances.

2.4.2 The Service Provider must, and must inform the Specified Person that they must, refuse any direct requests from the Sponsoring Entity to be involved in providing advice and guidance between Assurance Reviews as this could compromise the Service Provider and Specified Person’s independence and eligibility for subsequent Assurance Reviews.

2.4.3 This clause 2.4 survives expiry or earlier termination of this Contract.

3 Fees

3.1 Invoices

3.1.1 The Service Provider must submit a correctly rendered invoice to Finance for payment of the Fees and Reimbursable Expenses after the completion of the Ruled Services, which includes GST as a separate item. An invoice is correctly rendered if, and only if:

a. it is correctly addressed and calculated in accordance with this Contract;

b. it relates to the Ruled Services that have been accepted by Finance;

c. the specified amount is correctly calculated according to the Daily Rate given in the relevant AFI Annexure for the Specified Person or otherwise agreed with Finance, and due for payment;
d. the details of all work performed are clearly set out, including:
   i. specifying that the amount invoiced is for Assurance Review Services;
   ii. the name of the Specified Person;
   iii. the Assurance Review identifying reference number (ID Number); and
   iv. the Daily Rate and the number of days spent performing the Ruled Services, separately specifying the time spent on the pre-reading/preparation; Planning Meeting; and Onsite Review.

e. the Reimbursable Expenses are separately itemised and the invoice is accompanied by verifying documentation; and

f. the tax invoice contains the following:
   i. words ‘Tax Invoice’ stated prominently;
   ii. date of issue;
   iii. name of supplier and recipient;
   iv. ABN of supplier;
   v. address of the recipient (being Finance);
   vi. GST inclusive price;
   vii. GST amount.

g. it is a valid tax invoice in accordance with the *A New Tax System (Goods and Services Tax) Act 1999*.

3.1.2 If an invoice is not correctly rendered, Finance will return it to the Service Provider for resubmission.

### 3.2 Payment

3.2.1 Subject to clauses 3.2.2 and 3.3.6, Finance will pay the invoiced amount to the Service Provider within thirty (30) days after receiving a correctly rendered invoice.

3.2.2 Finance will only make payment by electronic transfer. In this respect, the Service Provider must complete and submit to Finance, at the same time as they return the signed Rule, the *Authority for EFT Direct Credit Payment form* (Attachment B of the Rule) for payment purposes.

3.2.3 Where Finance wishes to contest the whole or part of a correctly rendered invoice, Finance will pay the Service Provider (within thirty (30) days) the value of the invoice less the value of the contested amount. Once the contested amount/s has / have been resolved, any outstanding amounts relating to those elements will be paid within thirty (30) days after the date the contested amount/s was / were resolved.
3.3 Fees and Reimbursable Expenses

3.3.1 Unless otherwise agreed in writing by Finance, the Service Provider agrees that the Fees specified in the Rule will be fixed for the duration of this Contract.

3.3.2 Subject to clause 4.5 of the Deed, the Service Provider must calculate the Fees for inclusion in the Rule and the invoice, based on the Daily Rate provided in the relevant AFI Annexure for the Specified Person or as otherwise agreed with Finance.

3.3.3 Invoices for Fees which exceed the amount inserted in the Rule will not be paid by Finance.

3.3.4 The Service Provider may seek reimbursement from Finance of the Reimbursable Expenses specified in the Rule. Reimbursable Expenses must not include any mark-up, must be directly related to providing the Ruled Services and must be in accordance with the Reasonable Expenses Guidance provided by Finance.

3.3.5 When incurring Reimbursable Expenses the Service Provider must ensure that:
   a. they take advantage of any preferential purchase rates for products and services that are available;
   b. the Reimbursable Expenses are reasonable and represent best value for money in the circumstances; and
   c. they do not incur any expenses, other than those specified in the Rule unless Finance has given its prior written consent.

3.3.6 Payment of any amount by Finance is not:
   a. acceptance of or an admission that the Ruled Services have been accepted by Finance or provided by the Service Provider in accordance with this Contract;
   b. evidence of the value of the Ruled Services;
   c. an admission of liability; nor
   d. acceptance or approval by Finance of the Service Provider's performance.

3.4 Taxes, duties and government charges

3.4.1 Except as provided by this clause 3.4, the Service Provider agrees to pay all taxes, duties and government charges imposed or levied in Australia or overseas in connection with the performance of this Contract. The Service Provider must ensure that all such taxes, duties and government charges are paid in full and on time.

3.4.2 Unless otherwise indicated, the Fees and any other amounts payable under this Contract, to the extent to which they are consideration for taxable supplies made under this Contract, include the GST payable in respect of those supplies.

3.4.3 If one party (the supplier) makes a taxable supply to the other party (the recipient) under this Contract, on receipt of a tax invoice from the supplier, the recipient will
pay without setoff an additional amount to the supplier equal to the GST imposed on the supply in question.

3.4.4 No party may claim or retain from the other party any amount in relation to a supply made under this Contract before the first party has deducted from the amount any input tax credit or decreasing adjustment which the first party is entitled to.

3.5 **Payment of employee entitlements**

3.5.1 Any Personnel, including the Specified Person, of the Service Provider performing work in relation to the Ruled Services on behalf of the Service Provider under this Contract is and remains at all times an employee, officer, independent contractor or agent of the Service Provider. The Specified Person is not and will not as a result of this Contract become, an employee or agent of Finance including within the meaning of the *Superannuation Act 2005* or the *Superannuation Guarantee (Administration) Act 1992*. The Service Provider will at all times, and at its own expense, comply with the provisions of any relevant legislation and industrial instruments (as that term is prescribed in the *Corporations Act 2001* (Cth)).

3.5.2 The Service Provider will indemnify Finance for any payment which Finance is required to make (including but not limited to payments under the *Superannuation Guarantee (Administration) Act 1992* (Cth), payroll tax, other taxes, and any penalties and legal costs (on an indemnity basis) and any losses incurred by Finance (including, but not limited to, the tax effect of the loss of any tax deductions) if, despite the provisions of this Contract, Finance is held at any time to be the employer or principal of any such person or becomes liable to pay any amounts in respect of such person.

3.6 **Small Business**

3.6.1 This clause 3.6 applies where:

a. the Service Provider is a Small Business; and

b. the amount of fees payable is less than $1 million (GST inclusive); and

c. the amount of the interest payable exceeds A$10; and

d. Finance does not pay an uncontested amount payable by it within 30 days of receipt by Finance of a correctly rendered tax invoice in the manner specified in the Rule.

3.6.2 Subject to clause 3.1 and 3.2.3, Finance will pay interest on late payments to the Service Provider as follows:

a. for payments made by Finance thirty (30) days and up to sixty (60) days after the amount became due and payable, only where the Service Provider issues a correctly rendered invoice for the interest; or

b. for payments made by Finance more than sixty (60) days after the amount became due and payable, Finance will pay the interest accrued together with the payment.
3.6.3 Interest payable under this clause 3.6 will be simple interest on the unpaid amount at the General Interest Charge Rate, calculated in respect of each day from the day after the amount was due and payable, up to and including the day that Finance effects payment as represented by the following formula:

\[ SI = UA \times GIC \times D \]

where:

- **a.** \( SI \) is the simple interest amount;
- **b.** \( UA \) is the unpaid amount;
- **c.** \( GIC \) is the general interest charge rate determined under section 8AAD of the *Taxation Administration Act 1953* (Cth) on the day payment is due, expressed as a decimal rate per day; and
- **d.** \( D \) is the number of days from the day after payment was due up to and including the Payment Day.

4 Intellectual Property

4.1 Use of Commonwealth Material

4.1.1 Finance will provide Commonwealth Material to the Service Provider as specified in the Rule or as otherwise necessary in Finance’s opinion to perform the Ruled Services.

4.1.2 Finance representing the Commonwealth grants (or will procure) a royalty-free, non-exclusive licence for the Service Provider to use, reproduce and adapt Commonwealth Material for the purposes of this Contract.

4.1.3 The Service Provider agrees to use Commonwealth Material strictly in accordance with its confidentiality obligations under clause 7 of this Contract, any specific conditions or restrictions specified in the Rule and any direction from Finance.

4.1.4 The Service Provider must immediately upon the earlier of completion of the Ruled Services or request from Finance:

- return all Commonwealth Material to Finance; and
- ensure that all notes, draft reports and copies of Commonwealth Material made during the performance of the Ruled Services, are destroyed.

4.2 Rights in Contract Material

4.2.1 Intellectual Property Rights in all Contract Material vest or will vest upon creation in the Commonwealth.

4.2.2 Clause 4.2.1 does not affect the ownership of Intellectual Property Rights in:

- any Commonwealth Material incorporated into Contract Material; or
- any Existing Material.

4.2.3 The Service Provider grants to (or will procure for) the Commonwealth a permanent, irrevocable, royalty-free, world-wide, non-exclusive licence (including a
right of sublicense) to use, reproduce, adapt and exploit any Existing Material referred to in clause 4.2.2b, in conjunction with the Contract Material.

4.2.4 The Service Provider warrants that:

a. it is entitled; or

b. it will be entitled at the relevant time,

to deal with the Intellectual Property Rights in the Existing Material in the manner provided for in this clause 4.2.

4.2.5 The Service Provider must provide all Contract Material to Finance immediately upon completion of the Ruled Services and ensure that all notes, draft reports and copies of Contract Material made during the performance of the Ruled Services are destroyed.

4.3 Moral Rights

4.3.1 Where the Service Provider is a natural person and the author of the Contract Material, he or she consents to the performance of the Permitted Acts by Finance or any person claiming under or through Finance.

4.3.2 If clause 4.3.1 does not apply, the Service Provider agrees:

a. to obtain from each author a written consent which extends directly or indirectly to the performance of the Permitted Acts by Finance or any person claiming under or through Finance (whether occurring before or after the consent is given); and

b. on request – to provide the executed original of any such consent to Finance.

4.3.3 This clause 4.3 does not apply to any Commonwealth Material incorporated in the Contract Material.

4.4 Sponsoring Entity Material

4.4.1 The Sponsoring Entity may provide Sponsoring Entity Material to the Service Provider to enable the Service Provider to perform the Ruled Services.

4.4.2 The Service Provider must use Sponsoring Entity Material strictly in accordance with any condition, restriction or direction from the Sponsoring Entity and otherwise in accordance with its confidentiality obligations under clause 7 of this Contract.

4.4.3 The Service Provider must immediately upon the earlier of completion of the Ruled Services or request from the Sponsoring Entity:

a. return all Sponsoring Entity Material to the Sponsoring Entity; and

b. ensure that all notes, draft reports and copies of Sponsoring Entity Material made during the performance of the Ruled Services, are destroyed.
5  Security obligations

5.1  Protective Security Policy Framework

5.1.1  The Service Provider must comply with the security requirements detailed in the Protective Security Policy Framework as minimum standards (to the extent applicable to the Ruled Services), any security requirements specified in the Rule and any additional requirements advised by Finance or the Sponsoring Entity from time to time.

5.2  Security clearances and police checks

5.2.1  The Service Provider acknowledges that the Specified Person must prior to undertaking any work in relation to the Ruled Services:

a. hold an Australian Government security clearance to the level specified in the Rule or as otherwise notified by Finance; and

b. undergo a police check, if required.

5.2.2  Finance may facilitate the obtaining of security clearances in consultation with the Service Provider.

5.2.3  The cost of security clearances will be borne by the Service Provider.

5.3  Security checks

5.3.1  Finance may undertake any security checks it considers appropriate of the Service Provider, its employees, agents and subcontractors.

5.4  Security breaches

5.4.1  The Service Provider acknowledges that if the Specified Person loses their security clearance or causes a security breach, Finance may at its discretion:

a. after consultation with the Service Provider, require the replacement of that person; or

b. immediately terminate this Contract under clause 8.2.

5.4.2  The Service Provider must notify Finance immediately on becoming aware of any security incident or security breach. The Service Provider agrees that if a security incident or a security breach occurs, the Service Provider will immediately comply with all directions of Finance in Rule to address the incident or breach, and ensure it does not occur again.

6  Privacy

6.1  Obligations of Service Provider in relation to privacy

6.1.1  The Service Provider agrees, in providing the Ruled Services:

a. not to do any act or engage in any practice which, if done or engaged in by Finance, would be a breach of the Privacy Act 1988; and
b. to comply with any directions, guidelines, determinations or recommendations referred to in, or relating to the matters specified through the Rule process or otherwise notified by Finance, to the extent that they are consistent with the Privacy Act 1988.

6.1.2 The Service Provider agrees to notify Finance immediately if it becomes aware of a breach or possible breach of any of its obligations under this clause 6.

7 Confidential Information

7.1 Confidential Information not to be disclosed

7.1.1 Subject to clause 7.2, a party must not, without the prior written consent of the other party, disclose any Confidential Information of the party to a third party.

7.1.2 In giving written consent to the disclosure of Confidential Information, a party may impose such conditions as it thinks fit, and the other party agrees to comply with these conditions.

7.2 Exceptions to obligations

7.2.1 Subject to clause 7.5, the obligations under this clause 7 will not be taken to have been breached to the extent that Confidential Information:

a. is disclosed by a party to its Personnel solely in Rule to comply with obligations, or to exercise rights, under the Deed or this Contract;

b. is disclosed to its internal management Personnel, solely to enable effective management or auditing of contract-related activities;

c. is disclosed by Finance to the responsible Minister;

d. is disclosed by Finance in response to a request by a House or a Committee of the Parliament of the Commonwealth of Australia;

7.3 Additional confidential information

7.3.1 The parties may agree in writing after the date of this Contract that certain additional information is to constitute Confidential Information for the purposes of this Contract.

7.3.2 Where the parties agree in writing after the date of this Contract that certain additional information is to constitute Confidential Information for the purposes of
this Contract, this documentation is incorporated into, and becomes part of this Contract.

7.4 Written undertakings

7.4.1 Finance may at any time require the Service Provider to arrange for:
   a. its Personnel including the Specified Person; or
   b. any other third party,
      to give a written undertaking relating to the use and non-disclosure of Finance’s Confidential Information.

7.4.2 The Service Provider must promptly arrange for all such undertakings to be given in response to a request under clause 7.4.1.

7.5 Restrictions on discussing the Ruled Services

7.5.1 The Service Provider must not, and must ensure that the Specified Person does not, discuss the Assurance Review to which the Ruled Services relate or any information provided to them, or of which they become aware in relation to the particular Assurance Review with any person outside the particular Assurance Review to which those Ruled Services relate. The Service Provider acknowledges that it is essential that the Sponsoring Entity undergoing an Assurance Review is confident that what is discussed in the review stays in the confines of that particular Assurance Review and is not mentioned in any other forum (including during Assurance Reviews in other Entities). If this requirement is not adhered to, confidence in the confidentiality of the Assurance Review is compromised.

7.5.2 The Service Provider acknowledges that the Specified Person will not be permitted to undertake any work in relation to the Ruled Services, until Finance has received a Deed Poll of Confidentiality and Privacy Acknowledgement (Attachment A to the Deed), Official Secrets Acknowledgement (Attachment B to the Deed) and Conflict of Interest Declaration (Attachment A to the Rule) signed by the Specified Person.

7.6 Period of confidentiality

7.6.1 The obligations under this clause 7 continue, notwithstanding the expiry or termination of this Contract or the Deed:
   a. in relation to an item of information described in an Rule, for the period set out in the Rule in respect of that item; and
   b. in relation to any information which the parties agree in writing after the date of this Contract is to constitute Confidential Information for the purposes of this Contract, for the period agreed by the parties in writing in respect of that information.
7.7 No reduction in privacy obligations

7.7.1 Nothing in this clause 7 derogates from any obligation which either party may have either under the Privacy Act 1988 (Cth) as amended from time to time, or under this Contract, in relation to the protection of personal information.

8 Termination or Reduction in Scope of Ruled Services

8.1 Termination for convenience

8.1.1 Finance may by notice, at any time and in its absolute discretion terminate this Contract, or reduce the scope of any Ruled Services, immediately including where:

a. there is a machinery of government change;

b. the need for the Ruled Services has been cancelled;

c. the scope of the Ruled Services required has been reduced; or

d. funding is depleted.

8.2 Termination for default

8.2.1 Without limiting any other rights or remedies Finance may have against the Service Provider arising out of or in connection with this Contract, Finance may terminate this Contract effective immediately by giving notice to the Service Provider if:

a. the Service Provider breaches a material provision of this Contract where that breach is not capable of remedy;

b. the Service Provider breaches any provision of this Contract and fails to remedy the breach within fourteen (14) days after receiving notice requiring it to do so;

c. the Deed is terminated for default or reduced in scope under clauses 8.1 or 8.2 of the Deed, or the Service Provider resigns from the MUL under clause 8.3 of the Deed;

d. in the opinion of Finance, a conflict of interest exists which would prevent the Service Provider from performing its obligations under this Contract; or

e. an event specified in clause 8.2.4 happens to the Service Provider.

8.2.2 Without limitation, for the purposes of clause 8.2.1, each of the following constitutes a breach of a material provision of this Contract:

a. a failure to comply with clause 2.3 (Specified Person);

b. a failure to comply with clause 2.4.2 (Compromise of independence)

c. a failure to comply with clause 4 (Intellectual Property);

d. a failure to comply with clause 5 (Security Breach);

e. a failure to comply with clause 7 (Confidential Information);
f. a failure to comply with clause 12.1 (Indemnity);
g. a failure to comply with clause 13 (Insurance);
h. a failure to comply with clause 15.1 (Conflict).

8.2.3 Finance may also by notice terminate this Contract immediately (but without prejudice to any prior right of action or remedy which either party has or may have) if it becomes aware that the Specified Person has committed a breach of its confidentiality obligations contained in the Deed Poll of Confidentiality and Privacy Acknowledgement.

8.2.4 The Service Provider must notify Finance immediately if:

a. the Service Provider ceases to employ the Specified Person or is otherwise no longer entitled to make the Specified Person available to perform the work in relation to the Ruled Services;
b. the Service Provider being a corporation, there is a Change in Control of the Service Provider;
c. the Service Provider disposes of the whole or any part of its assets, operations or business other than in the ordinary course of business;
d. the Service Provider ceases to carry on business;
e. the Service Provider ceases to be able to pay its debts as they become due;
f. the Service Provider being a corporation enters into liquidation or has a controller or managing controller or liquidator or administrator appointed;
g. the Service Provider being a natural person is declared bankrupt or assigns his or her estate for the benefit of creditors; or
h. where the Service Provider is a partnership, any step is taken to dissolve that partnership.

8.2.5 In this clause 8 controller, managing controller, liquidator and administrator have the same meanings as in the Corporations Act.

8.2.6 If a court finds that Finance has unlawfully terminated under clause 8.2 then that termination is deemed to be a termination for convenience under clause 8.1. The termination has effect from the date of the purported termination under clause 8.1.

8.3 Effect of termination or reduction

8.3.1 The Service Provider agrees, on receipt of a notice of termination or reduction:

a. to stop or reduce work as specified in the notice;
b. to take all available steps to minimise loss resulting from that termination or reduction; and

c. to continue work on any part of any Ruled Services not affected by the notice.
8.3.2 In the event of termination under clause 8.1.1, Finance will be liable only:
   a. to pay any fees due under a Contract relating to any part of the Ruled Services completed before the date of termination;
   b. to reimburse any Reimbursable Expenses the Service Provider unavoidably incurs before the effective date of termination relating entirely to Ruled Services not covered under clause 8.3.2a.

8.3.3 Finance will not be liable to pay amounts under clause 8.3.2a and 8.3.2b which would, added to any Fees already paid to the Service Provider under a Contract, together exceed the Fees specified in the Rule.

8.3.4 In the event of a reduction in the scope of any Ruled Services, Finance’s liability to pay Fees or Reimbursable Expenses under this Contract will, unless there is agreement in writing to the contrary, reduce in accordance with the reduction in the Ruled Services.

8.3.5 The Service Provider is not entitled to compensation for loss of prospective profits and Finance will not be liable to pay any compensation for loss of prospective profits for termination or reductions in scope under this clause 8 or loss of any benefits that would have been conferred on the Service Provider had the termination or reduction not occurred.

8.3.6 Termination of this Contract does not affect any accrued rights or remedies of a party.

8.3.7 Termination or any reduction in scope of this Contract, does not affect the Deed or any other existing Contracts formed under the Deed.

9 Operational Clauses

9.1 Audit and access

9.1.1 The Service Provider agrees:
   a. to give Finance’s Representative, or any persons authorised in writing by a Finance Representative, access to premises where Ruled Services are being performed;
   b. to permit those persons to inspect and take copies of any Material relevant to the Ruled Services; and
   c. that without limiting the generality of clause 9.1.1a, Finance’s Representative or any person authorised by Finance’s Representative may require access to monitor the Service Provider’s work health and safety and environmental compliance in connection with the provision of the Ruled Services.

9.1.2 The rights referred to in clause 9.1.1 are subject to:
   a. Finance providing reasonable prior notice;
   b. reasonable security procedures in place at the premises; and
c. if appropriate, execution of a deed of confidentiality by the persons to whom access is given.

9.1.3 The Auditor-General, the FOI Commissioner, the Privacy Commissioner, and the Information Commissioner and their delegates are persons authorised for the purposes of this clause 9.1.

9.1.4 This clause 9.1 does not detract from the statutory powers of the Auditor-General, the FOI Commissioner, the Privacy Commissioner, or the Information Commissioner and their delegates.

9.2 Inquiries

9.2.1 The Service Provider agrees to provide free of charge all reasonable assistance requested by Finance in respect of any inquiry concerning the Service Provider’s performance of Ruled Services.

9.2.2 Without limitation to the generality of clause 9.2.1:

a. the assistance to be provided by the Service Provider under clause 9.2.1 will include, as appropriate, the preparation of reports, the provision of documents or other Material, and making available relevant Personnel to provide information or answer questions on any matters relevant to or arising from this Contract which might reasonably be expected to be within the knowledge of the Service Provider; and

b. an inquiry referred to in clause 9.2.1 will include any administrative or statutory review, audit or inquiry (whether within or external to Finance), any requests for information or documents directed to Finance and any inquiry conducted by Parliament or any Parliamentary committee.

9.2.3 Finance will endeavour to notify the Service Provider as early as possible of any assistance required under clause 9.2.1, provided always that the Service Provider acknowledges that such notice may be oral and is not subject to any minimum notice period requirement.

9.2.4 This clause 9.2 survives expiration or termination of this Contract.

9.3 Work health and safety

9.3.1 Terms used in this clause 9.3 that are prescribed in:

a. the Work Health and Safety Act 2011 (Cth) (WHS Act); or

b. any corresponding work health and safety law (as prescribed in section 4 of the WHS Act) (WHS Law),

have the meaning given in the WHS Law.

9.3.2 In providing the Ruled Services and carrying out work under this Contract the Service Provider must at its own expense:
a. and must ensure that the Specified Person will:

(i) comply with their respective obligations under the WHS Law and with all applicable laws, standards and policies including those that apply to the Sponsoring Entity’s premises when Onsite, and requirements of this Contract that relate to health and safety;
(ii) comply with any direction given by Finance or the Sponsoring Entity in connection with work under this Contract (including the Ruled Services) that Finance or the Sponsoring Entity considers reasonably necessary to deal with an event or circumstance that has, or is likely to have, an adverse effect on the health or safety of persons;

b. ensure, so far as is reasonably practicable, that the health and safety of other persons (including Finance Personnel) is not put at risk; and

c. consult, cooperate and coordinate with Finance in relation to the Service Provider’s work health and safety duties.

9.3.3 The Service Provider:

a. must immediately report to Finance, and promptly undertake an investigation of, any Notifiable Incident that occurs in performing work under this Contract (including the Ruled Services). Within three (3) Business Days of the Notifiable Incident occurring, the Service Provider must give Finance a written report setting out the results of the investigation including details of the cause and effects of the Notifiable Incident and the steps the Service Provider has taken or proposes to take to remedy any health and safety effects of, and to prevent recurrence of circumstances of the kind that led to, the Notifiable Incident;

b. acknowledges that obligations under clause 9.3.2c. are in addition to any reporting obligation that the Service Provider has under a written law; and

c. must fully co-operate, at its own cost, with any investigation by any government Entity (including any Commonwealth Entity) with respect to a Notifiable Incident, including parliamentary inquiries, boards of inquiry and coroner’s investigations.

9.3.4 In the event of any inconsistency between any of the policies and procedures referred to in clause 9.3.2a the Service Provider will comply with those policies and procedures that produce the highest level of health and safety.

9.4 Extension of provisions to Personnel

9.4.1 In this clause 9.4:

Requirement means an obligation, condition, restriction or prohibition binding on the Service Provider under this Contract.

9.4.2 The Service Provider agrees to ensure that its Personnel, including the Specified Person, comply with all relevant Requirements.
9.4.3 The Service Provider agrees to exercise any rights it may have against any of its Personnel or third parties in connection with a Requirement in accordance with any direction by Finance.

10 Performance Measurement

10.1 Performance measurement

10.1.1 Finance will monitor the Service Provider’s performance in delivering the Services by the use of any performance measurement assessment notified to the Service Provider from time to time, as Finance, in its absolute discretion, deems appropriate.

11 Dispute Resolution

11.1 Interpretation

11.1.1 In this clause 11, a reference to a 'party' is a reference to the Service Provider or Finance, as the case may be.

11.2 Procedure for dispute resolution

11.2.1 The parties agree that a dispute arising under this Contract will be dealt with as follows:

a. the party claiming that there is a dispute will give the other party a notice setting out the nature of the dispute;

b. the officer responsible for management of this Contract for each party will use genuine steps to resolve any dispute by direct negotiation in the first instance;

c. if the dispute cannot be resolved, each party will nominate a representative not having any prior involvement in the dispute;

d. the representatives will use genuine steps to try to settle the dispute by direct negotiation between them;

e. failing settlement within ten (10) Business Days after the nomination of a representative in accordance with clause 11.2.1.c, the parties may agree to refer the dispute to an independent third person with power:

   i. to intervene and direct some form of resolution, in which case the parties will be bound by that resolution; or

   ii. to mediate and recommend some form of non-binding resolution;

f. the parties will cooperate fully with any process instigated under clause 11.2.1.e in Rule to achieve a speedy resolution; and

g. if:

   i. a resolution is not reached within twenty (20) Business Days after the dispute is referred to an independent third person in accordance with clause 11.2.1.e; or
ii. if no agreement as to an independent third person or resolution of dispute is reached following thirty (30) Business Days commencing on the nomination of a representative in accordance with clause 11.2.1.c, either party may commence legal proceedings.

11.3 Costs

11.3.1 Each party will bear its own costs of complying with this clause 11, and the parties will bear equally the cost of any third person engaged under clause 11.2.1.e.

11.4 Continued performance

11.4.1 Despite the existence of a dispute, the Service Provider will (unless requested in writing by Finance not to do so) continue to perform any Ruled Services.

11.5 Exemption

11.5.1 This clause 11 does not apply to:
   a. action by either party under or purportedly under any clause relating to termination, whether for convenience or for default; or
   b. legal proceedings by either party seeking urgent interlocutory relief.

12 Liability

12.1 Indemnity

12.1.1 The Service Provider indemnifies Finance and the Sponsoring Entity from and against any:
   a. cost or liability incurred by Finance and the Sponsoring Entity;
   b. loss of or damage to property of Finance and the Sponsoring Entity; or
   c. loss or expense incurred by Finance and the Sponsoring Entity in dealing with any claim, including any third party claim, against it including legal costs and expenses on a solicitor/own client basis and the cost of time spent, resources used or disbursements paid by Finance or the Sponsoring Entity, arising from either:
   d. a breach by the Service Provider of this Contract; or
   e. an unlawful or negligent act or omission of the Service Provider or its Personnel in connection with this Contract.

12.1.2 The Service Provider’s liability to indemnify Finance and the Sponsoring Entity under clause 12.1.1 will be reduced proportionately to the extent that any unlawful or negligent act or omission of Finance or the Sponsoring Entity or its Personnel, contributed to the relevant cost, liability, loss, damage or expense.

12.1.3 The right of Finance, the Sponsoring Entity to be indemnified under this clause 12.1 is in addition to, and not exclusive of, any other right, power or remedy provided by law.
12.1.4 This clause 12 survives the expiration or termination of this Contract.

13 Insurance

13.1.1 In connection with the provision of the Services, the Service Provider must have and maintain valid and enforceable insurance policies for those types of insurance described and the amounts specified in:

   a. clause 14 of the Deed; and
   
   b. the Rule.

13.1.2 The level of insurance required is the higher of the amounts specified in clause 14 of the Deed and the Rule.

14 Notices

14.1 Format, addressing and delivery

14.1.1 A notice under this Contract is only effective if it is in writing, and dealt with as follows:

   a. if given by the Service Provider to Finance – addressed to Finance’s Representative at the address specified in the Rule or as otherwise notified in writing by Finance; or
   
   b. if given by Finance to the Service Provider – given by Finance’s Representative (or any superior officer to or authorised delegate of the Finance’s Representative) and addressed (and marked for attention) to the Service Provider Representative at the address specified in the Rule or as otherwise notified in writing by the Service Provider.

14.1.2 A notice is to be:

   a. signed by the person giving the notice and delivered by hand; or
   
   b. signed by the person giving the notice and sent by pre-paid post; or
   
   c. transmitted electronically by the person giving the notice by electronic mail or facsimile transmission.

14.2 When effective

14.2.1 Subject to clause 14.1, a notice is deemed to be effected:

   a. if delivered by hand – upon delivery to the relevant address;
   
   b. if sent by prepaid post – on the second Business Day after the date of posting (or on the seventh Business Day after the date of posting if posted to or from a place outside Australia);
   
   c. if sent by facsimile - when the sender’s facsimile system generates a message confirming successful transmission of the entire notice unless, within eight business hours after the transmission, the recipient informs the sender that it has not received the entire notice,
15  General Provisions

15.1  Conflict of interest

15.1.1  The Service Provider warrants that, to the best of its knowledge after making
diligent inquiry, at the Commencement Date no Conflict, except as disclosed in
writing to Finance, exists or is likely to arise in the performance of the Ruled
Services.

15.1.2  The Service Provider must use its best endeavours (including making all appropriate
enquiries) to ensure that:

a.  a situation does not arise which may result in a Conflict; and

b.  any Personnel of the Service Provider do not engage in any activity or obtain
any interests likely to conflict with or restrict the Service Provider in providing
Services to Finance fairly and independently.

15.1.3  The Service Provider acknowledges that the active solicitation, by the Service
Provider or the Specified Person, of business in the course of providing the Ruled
Services will be a breach of this Contract as it will compromise the independent
nature of the Assurance Review. If Finance becomes aware of actions that are
inconsistent with this clause 15.1.3, it may at its discretion terminate this Contract
for default under clause 8.2.

15.1.4  If, a Conflict arises, or appears likely to arise, the Service Provider agrees:

a.  to notify Finance immediately;

b.  to the extent possible make full disclosure of all relevant information relating
to the Conflict; and

c.  to take any steps that Finance or the relevant Sponsoring Entity reasonably
requires to resolve or otherwise deal with the Conflict.

15.1.5  The Service Provider must arrange for the Specified Person to sign and return to
Finance, a Conflict of Interest Declaration (Attachment A to the Rule). The Service
Provider acknowledges that the Service Provider will not be permitted to perform
any work in relation to the Services until Finance has received the Conflict of
Interest Declaration signed by the Specified Person.

15.2  Co-operation

15.2.1  The parties intend to conduct themselves for the purposes of the performance of
this 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 Contract.
15.2.2 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 Ruled Services, and
   b. setting priorities for the Ruled Services.

15.2.3 The Service Provider must co-operate with the Sponsoring Entity, and any other service provider appointed by Finance, to ensure the integrated and efficient carrying on of the operations of Finance and the Sponsoring Entity and must provide such reasonable assistance to other service providers as Finance may reasonably request, and at no additional cost to Finance.

15.3 Relationship of parties

15.3.1 The Service Provider is not by virtue of this Contract an officer, employee, partner or agent of Finance or the Sponsoring Entity, nor does the Service Provider have any power or authority to bind or represent Finance or the Sponsoring Entity.

15.3.2 The Service Provider agrees:
   a. not to misrepresent its relationship with Finance or the Sponsoring Entity; and
   b. not to engage in any misleading or deceptive conduct in relation to the Services.

15.4 Waiver and variation

15.4.1 A failure or delay by a party to exercise any right or remedy it holds under this Contract at law does not operate as a waiver of that right.

15.4.2 A single or partial exercise by a party of any right or remedy it holds under this Contract or at law does not prevent the party from exercising the right again or to the extent it has not fully exercised the right.

15.4.3 The terms of this Contract may not be varied unless Finance and the Service Provider have agreed to that variation in writing.

15.4.4 Any such variation is not a variation of the General Terms and Conditions in Schedule 5 of the Deed.

15.5 Assignment, novation and transfer

15.5.1 The Service Provider must not assign or novate its obligations or rights under this Contract without Finance’s prior written approval.

15.5.2 Finance may assign or novate its obligations or rights under this Contract without the Service Provider’s approval.
15.6 Survival

15.6.1 Unless the contrary intention appears, the expiry or earlier termination of this Contract will not affect the continued operation of any provision relating to:

a. licensing of Intellectual Property;
b. confidentiality;
c. privacy;
d. books and records;
e. audit and access;
f. security;
g. an indemnity;
h. insurance;
i. inquiries; or
j. any other provision which expressly or by implication from its nature is intended to continue.

15.7 Compliance with Legislation

15.7.1 The Service Provider agrees to comply with any Legislation applicable to its performance of this Contract, in particular but without limitation:

a. the Crimes Act 1914 (Cth);
b. the Criminal Code Act 1995 (Cth);
c. the Privacy Act 1988 (Cth);
d. the Racial Discrimination Act 1975 (Cth);
e. the Sex Discrimination Act 1984 (Cth);
f. the Disability Discrimination Act 1992 (Cth);
g. the Age Discrimination Act 2004 (Cth);
h. the Gender Equality in the Workplace Act 2012 (Cth);
i. the Work Health and Safety Act 2011 (Cth);
j. the Freedom of Information Act 1982 (Cth);
k. the Fair Work Act 2009;
l. the Auditor-General Act 1997 (Cth); and
m. the Competition and Consumer Act 2010 (Cth).
15.8 Compliance with Fair Work Principles

15.8.1 The Service Provider must comply, and as far as practicable must ensure its subcontractors comply, with all relevant requirements of the Fair Work Principles as set out in the Fair Work Principles User Guide (available at www.deewr.gov.au/fairworkprinciples), including by:

a. complying with all applicable workplace relations, work health and safety and workers’ compensation laws;

b. informing Finance of any adverse Court or Tribunal decision for a breach of workplace relations law, work health and safety laws or workers’ compensation laws made against it during the term of this Contract and any remedial action it has taken, or proposes to take, as a result of the decision;

c. providing Finance with any information Finance reasonably requires to confirm that the Service Provider (and any subcontractor) is complying with the Fair Work Principles; and

d. participating in all compliance activities associated with its legal obligations, including those arising under the Fair Work Principles. Compliance activities may include responding to requests for information and/or audits undertaken by the Commonwealth, its nominees and/or relevant regulators.

15.8.2 Compliance with the Fair Work Principles does not relieve the Service Provider from its responsibility to comply with its other obligations under this Contract.

15.8.3 If the Service Provider does not comply with the Fair Work Principles, without prejudice to any rights that would otherwise accrue to Finance, Finance or any other Commonwealth Entity, will be entitled to publish details of the Service Provider’s failure to comply (including the Service Provider’s name) and to otherwise provide those details to other Commonwealth agencies.

15.9 Applicable Law

15.9.1 This Contract is to be construed in accordance with, and any matter related to it is to be governed by, the law of the Australian Capital Territory, unless otherwise specified through the Rule process.

15.9.2 The parties submit to the non-exclusive jurisdiction of the Australian Capital Territory.

15.10 Announcements

15.10.1 The Service Provider must, before making any public announcement(s) in connection with this Contract or any transaction contemplated by it, obtain Finance’s agreement to the announcement, except if required by law or a regulatory body (including a relevant securities exchange), in which case the Service Provider must, to the extent practicable, first consult with and take into account the reasonable requirements of Finance.
15.11  Entire agreement

15.11.1  This Contract constitutes the entire agreement between the parties in connection with its subject matter and supersedes all previous agreements or understandings between the parties in connection with its subject matter.

15.12  Severability

15.12.1  A term or part of a term of this Contract that is illegal or unenforceable may be severed from this Contract and the remaining terms or parts of the terms of this Contract continue in force.

15.13  Counterparts

15.13.1  This Contract may be executed in counterparts. All executed counterparts constitute one document.

15.14  Further action

15.14.1  Each party must do, at its own expense, everything reasonably necessary (including executing documents) to give full effect to this Contract and any transaction contemplated by it.
Overview of Assurance Reviews

Australian Government Assurance Reviews are administered by the Department of Finance (Finance), to provide independent and timely assurance to Entities to help ensure Government outcomes and objectives are delivered appropriately, effectively and efficiently. Assurance reviews are conducted on Government's high risk, high value programs and projects.

The Assurance Reviews Framework draws on a number of established methodologies, including the Better Practice Guide on Implementation of Programme and Policy Initiatives (Australian National Audit Office and the Department of Prime Minister and Cabinet, October 2006) and the United Kingdom’s Gateway Review Process™ (Gateway).

There are two key types of assurance reviews:

- **Gateway Review Process**
  The Gateway Review Process (Gateway) is an assurance methodology that involves a series of brief, independent reviews conducted at key decision points throughout the design, development and implementation lifecycle of a program or project. Gateway is a highly interactive, cooperative process between the Sponsoring Entity and the Gateway review team commissioned to undertake the review.

- **Implementation Readiness Assessments**
  Implementation Readiness Assessments (IRA) are ‘one-off’, independent reviews that occur prior to Government consideration of a policy proposal. IRAs focus strategically on key areas in determining the capability and preparedness of the Sponsoring Entity(s) in planning to implement a proposal and, in doing so, provide Government and Entities with the opportunity to gain independent assurance on how well practical delivery issues are being addressed. IRA reviews differ from Gateway reviews because the assurance is provided directly to Ministers (rather than the Entity Senior Responsible Official (SRO)— as is the case with Gateway reviews).
Annexure B to General Terms and Conditions

Responsibilities as Review Team Leader

The Review Team Leader’s role is essential to the success of an Assurance Review—they are primarily responsible for facilitating communication and relationships with the SRO, the Program/Project Team and other participants. Another important part of the Review Team Leader’s role is to ensure all review participants understand their responsibilities and the purpose of the Assurance Review.

Some of the key roles of the team leader include:

- liaising with the SRO prior to the planning meeting to establish the context and logistics of the review and identify their concerns and expectations;
- contacting each member of the team prior to the planning meeting to introduce themselves and develop an understanding of the skill sets and strengths across the review team;
- formulating the protocols and logistics for the review, including ensuring all participants understand their responsibilities as well as the constructive purpose and structure of the interviews;
- facilitating communications and relationships with the SRO, the program/project team and other participants, including acting as chair during the planning meeting and interviews;
- identifying as soon as is practical key stakeholders to be interviewed, relevant documentation needed for the review and potential information access constraints.

The Review Team Leader needs to plan early for interviews, ensuring that the appropriate participants are involved, and that Review Team Members and interviewees are aware of the purpose and structure of the interviews.

During interviews, the Review Team Leader may need to focus the Review Team’s attention on issues that are important to the program/project’s success to prevent it becoming unnecessarily focused on technical aspects.

The Review Team Leader also provides leadership to the Review Team Members, including coaching, support and feedback to develop their skills. At the completion of the review, the Review Team Leader must complete an evaluation on each Review Team Member. This is provided to the Assurance Reviews Unit to assist in assembling future Review Teams.
Annexure C to General Terms and Conditions

Responsibilities as Review Team Member

Review Team Members are selected for the relevance of their skills and experience. Review Team Members’ responsibilities include:

• identifying relevant documentation for review and participants for interview;
• considering material relevant to the review, and forming an opinion on the adequacy of the material, based on their experience and expertise;
• participating in the discussion and assessment of the program/project under review in a professional and objective manner;
• assisting in gathering and analysing the information made available, interviews and report writing;
• contributing to the development of a high-quality and constructive Review Report;
• working cooperatively with all participants in the review, including the Review Team, the Sponsoring Entity and the Assurance Reviews Unit;
• contributing, as required, to briefing the SRO on the review’s conclusions and recommendations on the last day of the review; and
• providing feedback to the Assurance Reviews Unit on the Review Team Leader.
PART THREE OF THE APPLICATION FOR INCLUSION

Note: Part 3 of the Participant’s AFI will be attached as a separate document. The AFI Annexure for each “Person” accepted by Finance must also be attached.