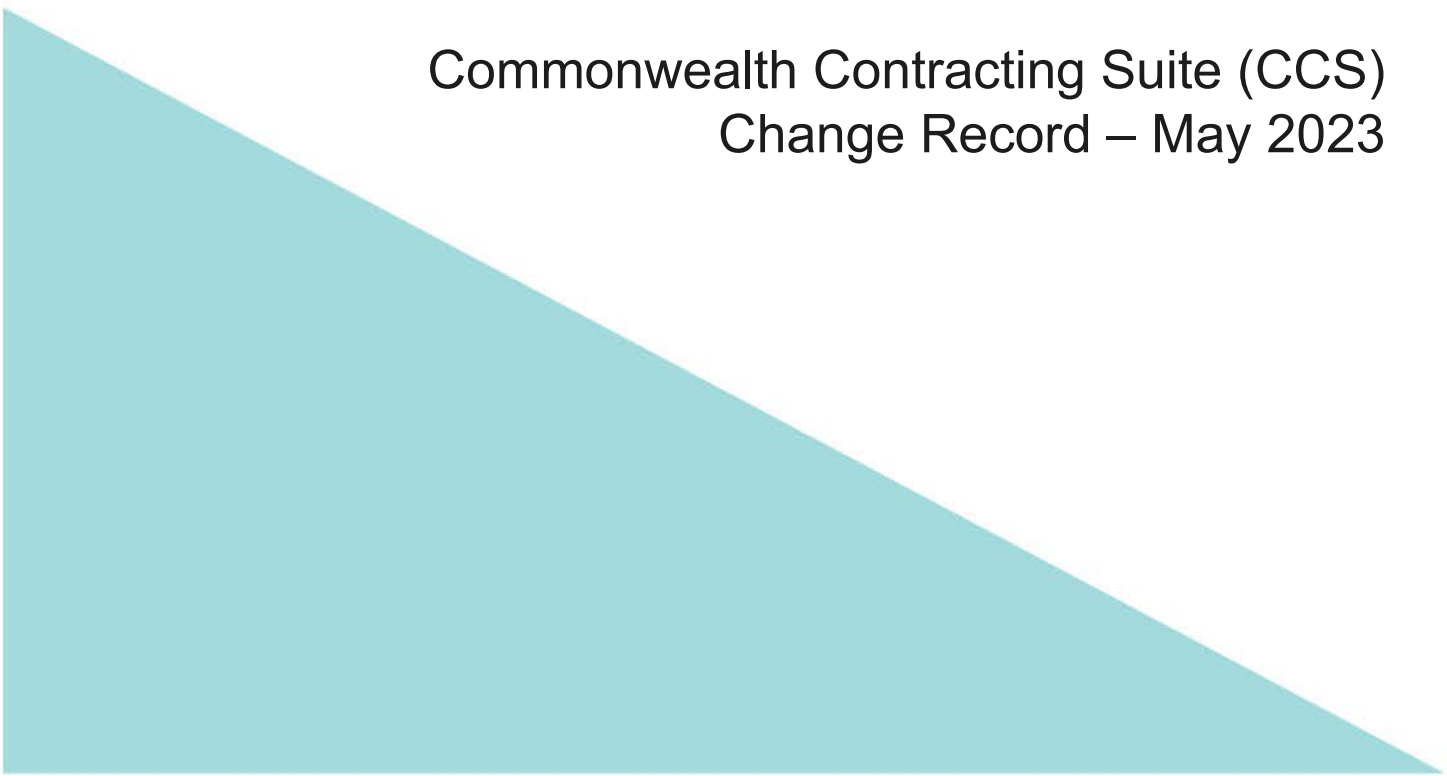




**Australian Government**  
**Department of Finance**



**Commonwealth Contracting Suite (CCS)  
Change Record – May 2023**



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## Notification of Significant Events

Summary	<p>This clause provides the Customer with additional rights in circumstances where adverse comments or findings are made about the Supplier or their personnel by legal or professional bodies, or other significant matters about them arise that could adversely impact on the Customer's reputation or its compliance with law or policy.</p> <p>The clause requires Suppliers to provide the Customer with immediate notice of these events, and also allows the Customer to notify the Supplier where it considers an event of this nature has occurred.</p> <p>This clause gives the Customer the ability, upon an event being notified, to request additional information and a remediation plan in response to the relevant event. This clause requires the Supplier to prepare and submit a remediation plan if requested by the Customer which details how the Supplier will address the event.</p> <p>If the Supplier fails to comply with this clause, it will be treated as a breach of the Contract which entitles the Customer to terminate.</p>
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### Commonwealth Contract Terms v7.0 – v8.0

<p><b>C.C.22 Notification of Significant Events</b></p> <p><u>22.1 The Supplier must immediately issue the Customer a Notice on becoming aware of a Significant Event.</u></p> <p><u>22.2 The Notice issued under clause 22.1 must provide a summary of the Significant Event, including the date that it occurred and whether any Specified Personnel or other personnel engaged in connection with the Goods and/or Services were involved.</u></p> <p><u>22.3 The Customer may notify the Supplier in writing that an event is to be considered a Significant Event for the purposes of this clause, and where this occurs the Supplier must issue a Notice under clause 22.1 in relation to the event within three (3) Business Days of being notified by the Customer.</u></p> <p><u>22.4 Where reasonably requested by the Customer, the Supplier must provide the Customer with any additional information regarding the Significant Event within three (3) Business Days of the request.</u></p> <p><u>22.5 If requested by the Customer, the Supplier must prepare a draft remediation plan and submit that draft plan to the Customer's Contract Manager for approval within ten (10) Business Days of the request.</u></p> <p><u>22.6 A draft remediation plan prepared by the Supplier under clause 22.5 must include the following information:</u></p> <ul style="list-style-type: none"><li><u>a) how the Supplier will address the Significant Event in the context of the Goods and/or Services, including confirmation that the implementation of the remediation plan will not in any way impact on the delivery of the Goods and/or Services or compliance by the Supplier with its other obligations under the Contract, and</u></li><li><u>b) how the Supplier will ensure events similar to the Significant Event do not occur again, and</u></li><li><u>c) any other matter reasonably requested by the Customer.</u></li></ul> <p><u>22.7 The Customer will review the draft remediation plan and either approve the draft remediation plan or provide the Supplier with the details of any changes that are required. The Supplier must make any changes to the draft remediation plan reasonably requested by the Customer and resubmit the draft remediation plan to the Customer for approval within three (3) Business Days of the request unless a different timeframe is agreed in writing by the Customer. This clause 22.7 will apply to any resubmitted draft remediation plan.</u></p> <p><u>22.8 Without limiting its other obligations under the Contract, the Supplier must comply with the remediation plan as approved by the Customer. The Supplier agrees to provide reports and other information about the Supplier's progress in implementing the remediation plan as reasonably requested by the Customer.</u></p> <p><u>22.9 A failure by the Supplier to comply with its obligations under this clause C.C.22 will be a material breach of the Contract. The Customer's rights under this clause C.C.22 are in addition to and do not otherwise limit any other rights the Customer may have under the Contract. The performance by the Supplier of its obligations under this clause C.C.22 will be at no additional cost to the Customer.</u></p>
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## Commonwealth Contracting Suite Glossary and Interpretation v4.0 – 5.0

### Changes:

“Significant Event” means:

- a) any adverse comments or findings made by a court, commission, tribunal or other statutory or professional body regarding the conduct or performance of the Supplier or its officers, employees, agents or Subcontractors that impacts or could be reasonably perceived to impact on their professional capacity, capability, fitness or reputation, or
- b) any other significant matters, including the commencement of legal, regulatory or disciplinary action involving the Supplier or its officers, employees, agents or Subcontractors, that may adversely impact on compliance with Commonwealth policy and legislation or the Commonwealth’s reputation.

# Shadow Economy Policy

Authority	<a href="#">Shadow Economy Procurement Connected Policy   Treasury.gov.au</a>
Summary	Update wording to align with revised policy

## Commonwealth Deed of Standing Offer Terms v3.0 – v3.1

<b>CCS Clause</b>	D.E.18.L
Changes:	
<p><b>18.L <del>Shadow</del> <b>Black</b> Economy Policy</b></p> <p>L.1 The Supplier warrants that at the commencement of the Deed of Standing Offer it has a Valid and Satisfactory Statement of Tax Record.</p> <p>L.2 The Supplier must hold a <u>Valid and Satisfactory Statement of Tax Record at all times during the term of the Standing Offer Arrangement (including any extension).</u></p> <p>L.3 The Supplier must ensure that any Subcontractor engaged under a Contract to deliver Goods and/or Services with an estimated value of over A\$4 million (GST inclusive) <u>holds a Valid and Satisfactory Statement of Tax Record at all times during the term of the relevant subcontract.</u></p> <p>L.4 The Supplier must provide to the Lead Customer and, other Customers if required, a copy of any Statement of Tax Record that it holds in accordance with clause L.2 and L.3.</p>	

## Commonwealth Contracting Suite Glossary and Interpretation v4.0 – 5.0

Changes:
<p><b>“<del>Black-Shadow</del> <b>Black</b> Economy Policy”</b> means the <u>Shadow <del>Black</del>-economy – increasing the integrity of government procurement: Procurement connected policy guidelines March 2019</u> available at <a href="https://treasury.gov.au/publication/p2019-t369466">https://treasury.gov.au/publication/p2019-t369466</a>.</p> <p><b>“Satisfactory”</b> in relation to the <u>Shadow<del>Black</del> Economy Policy</u> only, means the Statement of Tax Record meets the conditions set out in Part 6.b of the <u>Shadow<del>Black</del> Economy Policy</u> or, if the circumstances in Part 6.c of the <u><del>Black</del>Shadow Economy Policy</u> apply, the conditions set out in Part 8 of the <u>Shadow<del>Black</del> Economy Policy</u>.</p> <p><b>“Valid”</b> in relation to the <u>Shadow<del>Black</del> Economy Policy</u> only, means the Statement of Tax Record is valid in accordance with Part 7.e of the <u>Shadow<del>Black</del> Economy Policy</u>.</p>