

Australian Government

Department of Finance

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Commonwealth Contracting Suite (CCS) Change Record – July 2024

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CCS Clause	A.A.2(a) Commonwealth Supplier Code of Conduct
Authority	www.finance.gov.au/government/procurement/commonwealth- procurement-rules
Summary	This clause allows the customer to request information from Potential Suppliers demonstrating that they have appropriate policies, frameworks, systems, or similar, in place to comply with the Code.
	Where awarded a contract, this clause stipulates that suppliers must agree to comply with the Code when performing its obligations under the contract, and to ensure its personnel and subcontractors comply with the Code in accordance with the Compliance with the Compliance Commonwealth Supplier Code of Conduct contract clause.

CCS – Approach to Market

A.A.2(a) Commonwealth Supplier Code of Conduct

The Commonwealth expects its suppliers to conduct themselves with high standards of ethics such that they consistently act with integrity and accountability.

If awarded a Contract, the Supplier must agree to comply with the Commonwealth Code of Conduct (Code) in accordance with the Commonwealth Contract Terms (Clause C.C.23).

Clause C.C.23 requires the Supplier to comply with the Code when performing its obligations under the Contract, and to ensure its personnel and Subcontractors comply with the Code. The clause also requires the Supplier to proactively monitor and assess compliance with the Code, and to notify the Customer immediately of any breach of the Code.

In accordance with the Commonwealth ATM Terms (Clause A.B.10), where requested by the Customer, Potential Suppliers should provide information demonstrating that they have appropriate policies, frameworks, or similar, in place to comply with the Code.

3.1(a) Commonwealth Supplier Code of Conduct

Drafting Note:

Your response should address each aspect of the Statement of Requirement and explain/demonstrate how your response/solution meets the Requirement.

Provide a detailed description of your proposal to supply the Customer's Requirement, including any delivery methodology. This is your opportunity to convince the evaluation team that your organisation understands the Requirement and can deliver it to a high standard. Do not provide general marketing material.

Highlight your competitive advantage as well as special or unique features of your proposal. Depending on the Requirement, your response may propose a detailed project plan including project milestones and completion dates, timeframes, quality standards or performance indicators. It may also detail critical issues or key delivery risks of which the Customer should be aware.

If meeting the Customer's Requirement involves reporting, travel or attendance at meetings, you should clearly identify how you will meet these requirements, including details of personnel involved. Do not include any pricing or pricing information in Part 3. You should ensure that you clearly address any costs in your response to Part 5.

Do not rely on your organisation's reputation. The evaluation team can only consider information you provide in this submission.

Drafting Note:

Where requested by the Customer at A.A.2(a), provide information demonstrating that you have appropriate policies, frameworks, or similar, in place to comply with the Commonwealth Supplier Code of Conduct. While you may include general information, try and focus your response to any specific aspects of the Code identified and any specific information requested above.

If A.A.2(a) does not specify compliance information, type "Not Applicable" below.

Has the Potential Supplier ever been investigated for a potential breach, or has been found to have actually breached, the Commonwealth Supplier Code of Conduct in connection with a Commonwealth contract?	☐ Yes, see below.☐ No
If yes, provide further details:	

CCS Clause	A.B.10 Compliance with the Commonwealth Supplier Code of Conduct
Authority	www.finance.gov.au/government/procurement/commonwealth- procurement-rules
Summary	This clause allows the customer to request information from Potential Suppliers demonstrating that they have appropriate policies, frameworks, systems, or similar, in place to comply with the Code.
	This clause also allows the customer to take into account a Potential Supplier's ability to comply with the Code in evaluating the Potential Supplier's Response.

A.B.10 Compliance with the Commonwealth Supplier Code of Conduct

- 10.1 If requested by the Customer, Potential Suppliers should provide information in their Response demonstrating that they have the appropriate policies, frameworks, or similar, in place to comply with the Code.
- 10.2 The Customer may take into account a Potential Supplier's ability to comply with the Code in evaluating the Potential Supplier's Response.

CCS Clause	C.A.2(a) Commonwealth Supplier Code of Conduct
Authority	www.finance.gov.au/government/procurement/commonwealth- procurement-rules
Summary	This clause requires the Supplier to comply with Commonwealth Contract Terms [Clause C.C.23], which creates a number of obligations in connection with the Code. Without limiting the requirements in Commonwealth Contract Terms [Clause C.C.23.2b], during the term of the Contract, the Supplier must provide information specified in C.A.2(a) – if any to the Customer in connection with its compliance with the Code.

Changes:

C.A.2(a) Commonwealth Supplier Code of Conduct

The Commonwealth expects its suppliers to conduct themselves with high standards of ethics such that they consistently act with integrity and accountability. The Commonwealth Supplier Code of Conduct (Code) outlines the Commonwealth's minimum expectations of suppliers and their subcontractors while under contract with the Commonwealth.

The Supplier must comply with Commonwealth Contract Terms (Clause C.C.23), which creates a number of obligations in connection with the Code. Without limiting the requirements in Commonwealth Contract Terms (Clause C.C.23.2b), during the term of the Contract, the Supplier must provide the information specified below (if any) to the Customer in connection with its compliance with the Code.

CCS – Contract Terms

CCS Clause	C.C.23 Compliance with the Commonwealth Supplier Code of Conduct
Authority	www.finance.gov.au/government/procurement/commonwealth- procurement-rules
Summary	Paragraph 6.11 of the Commonwealth Procurement Rules (CPRs) states that non-corporate Commonwealth entities and prescribed corporate Commonwealth entities listed in section 30 in the <i>Public Governance, Performance and Accountability</i> <i>Rule 2014</i> must incorporate the Commonwealth Supplier Code of Conduct (Code) into all Commonwealth forms of contract. An Accountable Authority may determine that a contract should not include the Code, in part or in full, and document the basis for this decision. This clause addresses the requirements of the CPRs.
	This clause requires the supplier to comply with the Code when performing its obligations under the contract, and to ensure its personnel and subcontractors comply with the Code. The clause also requires the supplier to proactively monitor and assess compliance with the Code, and to notify the customer immediately of any breach of the Code.
	This clause allows the customer to request information about the supplier's compliance with the Code and policies, frameworks, and systems for ensuring compliance with the Code, and to notify the supplier where it considers there has been a breach of the Code.
	If the supplier fails to comply with this clause, it will be a breach of the contract. Should the customer consider a breach is material, the customer can terminate for cause without remediation. Users will need to ensure that the clause appropriately links with the default, remediation and termination clauses that are in the contract.

Changes:

C.C.23 Compliance with the Commonwealth Supplier Code of Conduct

23.1 The Supplier must comply with, and ensure that it's officers, employees, agents and Subcontractors comply with, the Code in connection with the performance of this Contract.

23.2 The Supplier must:

- a) periodically monitor and assess its, and its officers', employees', and agents' compliance with the Code; and
- b) on request from the Customer, promptly provide information regarding:
 - i. the policies, frameworks or systems it has established to monitor and assess compliance with the Code; and
 - ii. the Supplier's compliance with clause 23.1.

CCS Clause C.C.23 Compliance with the Commonwealth Supplier Code of Conduct

23.3 The Supplier must immediately issue the Customer a Notice on becoming aware of any breach of clause 23.1. The Notice must include a summary of the breach, the date that the breach occurred, and details of the personnel involved.

23.4 Where the Customer identifies a possible breach of clause 23.1, it may issue the Supplier a Notice, and the Supplier must, within three (3) Business Days of receiving the Notice, either:

- a) where the Supplier considers a breach has not occurred: advise the Customer that there has not been a breach and provide information supporting that determination; or
- b) where the Supplier considers that a breach has occurred: issue a Notice under clause 23.3 and otherwise comply with its obligations under this clause C.C.23.

23.5 Notwithstanding clause 23.4, a Customer may notify the Supplier in writing that it considers that the Supplier has breached clause 23.1, in which case the Supplier must issue a Notice under clause 23.3 and otherwise comply with its obligations under this clause C.C.23.

23.6 A failure by the Supplier to comply with its obligations under any part of this clause will be a material breach of the Contract.

23.7 Nothing in this clause or the Code limits, reduces or derogates from the Supplier's other obligations under the Contract. The Customer's rights under this clause 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 will be at no additional cost to the Customer.

23.8 The Supplier agrees that the Customer or any other Commonwealth agency may take into account the Supplier's compliance with the Code in any future approach to market or procurement process.

CCS Clause	D.A.2(a) Commonwealth Supplier Code of Conduct
Authority	www.finance.gov.au/government/procurement/commonwealth- procurement-rules
Summary	This clause requires Potential Suppliers to provide supporting information which demonstrates that their organisation has appropriate policies, frameworks or similar in place to comply Where a Supplier is awarded a Deed of Standing Offer, the organisation will be required to comply with the Commonwealth Supplier Code of Conduct.

CCS – Deed of Standing Offer – Approach to Market

CCS Clause	D.A.2(a) Commonwealth Supplier Code of Conduct
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The Commonwealth expects its suppliers to conduct themselves with high standards of ethics such that they consistently act with integrity and accountability.

If awarded a Deed of Standing Offer, the Supplier must agree to the Commonwealth Supplier Code of Conduct (Code) in accordance with the Commonwealth Deed of Standing Offer Terms (Clause D.E.19).

Clause D.E.19 requires the Supplier to comply with the Code when performing its obligations under the Deed of Standing Offer and any Contract, and to ensure its personnel and Subcontractors comply with the Code. The clause also requires the Supplier to proactively monitor and assess compliance with the Code, and to notify the Customer immediately of any breach of the Code.

In accordance with the Commonwealth Deed of Standing Offer Approach to Market Terms (Clause D.B.11), Potential Suppliers should provide information in their Response demonstrating that they have the appropriate policies, frameworks, or similar in place to comply with the Code.

Has the Potential Supplier been found to have breached the Commonwealth Supplier Code of Conduct in connection with a Commonwealth contract [insert relevant timeframe if applicable]?	Yes, see below.No
If yes, provide further details:	

CCS – Deed of Standing Offer – Response to Approach to Market

CCS Clause	D.C.1.11 Commonwealth Supplier Code of Conduct
Authority	www.finance.gov.au/government/procurement/commonwealth- procurement-rules
Summary	This clause requires Potential Suppliers to provide supporting information which demonstrates that their organisation has appropriate policies, frameworks or similar in place to comply Where a Supplier is awarded a Deed of Standing Offer, the organisation will be required to comply with the Commonwealth Supplier Code of Conduct.

CCS Clause	D.C.1.11 Commonwealth Supplier Code of Conduct
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POTENTIAL SUPPLIER DRAFTING NOTE

The Commonwealth expects its suppliers to conduct themselves with high standards of ethics such that they consistently act with integrity and accountability.

If awarded a Deed of Standing Offer, your organisation will be required to comply with the Commonwealth Supplier Code of Conduct (Code) in accordance with the Commonwealth Deed of Standing Offer Terms (Clause D.E.19).

Provide supporting information here which demonstrates that your organisation has the appropriate policies, frameworks, or similar in place to comply with the Code.

Has the Potential Supplier been found to have breached the Commonwealth Supplier Code of Conduct in connection with a Commonwealth contract [insert relevant timeframe if applicable]?	Yes, see below.No
If yes, provide further details:	

CCS – Deed of Standing Offer – Approach to Market Terms

CCS Clause	D.C.1.11 Commonwealth Supplier Code of Conduct
Authority	www.finance.gov.au/government/procurement/commonwealth- procurement-rules
Summary	This clause allows the customer to request information from Potential Suppliers demonstrating that they have appropriate policies, frameworks, systems, or similar, in place to comply with the Code.
	This clause also allows the customer to take into account a Potential Supplier's ability to comply with the Code in evaluating the Potential Supplier's Response.

Changes:

D.B.11 Compliance with the Commonwealth Supplier Code of Conduct

11.1 If requested by the Lead Customer, Potential Suppliers should provide information in their Response demonstrating that they have the appropriate policies, frameworks, or similar, in place to comply with the Code.

11.2 The Lead Customer may take into account a Potential Supplier's ability to comply with the Code in evaluating the Potential Supplier's Response.

CCS – Deed of Standing	Offer – Terms
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CCS Clause	D.C.1.11 Commonwealth Supplier Code of Conduct
Authority	www.finance.gov.au/government/procurement/commonwealth- procurement-rules
Summary	Paragraph 6.11 of the Commonwealth Procurement Rules (CPRs) states that non-corporate Commonwealth entities and prescribed corporate Commonwealth entities listed in section 30 in the <i>Public Governance, Performance and Accountability</i> <i>Rule 2014</i> must incorporate the Commonwealth Supplier Code of Conduct (Code) into all Commonwealth forms of contract. An Accountable Authority may determine that a contract should not include the Code, in part or in full, and document the basis for this decision. This clause addresses the requirements of the CPRs.
	This clause requires the supplier to comply with the Code when performing its obligations under the contract, and to ensure its personnel and subcontractors comply with the Code. The clause also requires the supplier to proactively monitor and assess compliance with the Code, and to notify the customer immediately of any breach of the Code.
	This clause allows the customer to request information about the supplier's compliance with the Code and policies, frameworks, and systems for ensuring compliance with the Code, and to notify the supplier where it considers there has been a breach of the Code.
	If the supplier fails to comply with this clause, it will be a breach of the contract. Should the customer consider a breach is material, the customer can terminate for cause without remediation. Users will need to ensure that the clause appropriately links with the default, remediation and termination clauses that are in the contract.

D.E.19 Compliance with the Commonwealth Supplier Code of Conduct

19.1 The Supplier must comply with, and ensure that it's officers, employees, agents and Subcontractors comply with, the Code in connection with the performance of this DoSO.

- 19.2 The Supplier must:
 - a) periodically monitor and assess its, and its officers', employees' and agents' compliance with the Code; and
 - b) on request from the Lead Customer, promptly provide information regarding:
 - i. the policies, frameworks or systems it has established to monitor and assess compliance with the Code, and
 - ii. the Supplier's compliance with clause 19.1.

CCS Clause	D.C.1.11 Commonwealth Supplier Code of Conduct
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19.3 The Supplier must immediately issue the Lead Customer a Notice on becoming aware of any breach of clause 19.1. The Notice must include a summary of the breach, the date that the breach occurred, and details of the personnel involved.

19.4 Where the Lead Customer identifies a possible breach of clause 19.1, it may issue the Supplier a Notice, and the Supplier must, within three (3) Business Days of receiving the Notice, either:

- a) where the Supplier considers a breach has not occurred: advise the Lead Customer that there has not been a breach and provide information supporting that determination; or
- b) where the Supplier considers that a breach has occurred: issue a Notice under clause 19.3 and otherwise comply with its obligations under this clause D.E.19.

19.5 Notwithstanding clause 19.4, a Lead Customer may notify the Supplier in writing that it considers that the Supplier has breached clause 19.1, in which case the Supplier must issue a Notice under clause 19.3 and otherwise comply with its obligations under this clause D.E.19.

19.6 A failure by the Supplier to comply with its obligations under any part of this clause will be a material breach of the DoSO.

19.7 Nothing in this clause or the Code limits, reduces or derogates from the Supplier's other obligations under the DoSO. The Lead Customer's rights under this clause are in addition to and do not otherwise limit any other rights the Lead Customer may have under the DoSO. The performance by the Supplier of its obligations under this clause will be at no additional cost to the Lead Customer.

19.8 The Supplier agrees that the Lead Customer or any other Commonwealth agency may take into account the Supplier's compliance with the Code in any future approach to market or procurement process.

DoSO Clause	R.B.10 Commonwealth Supplier Code of Conduct
Authority	www.finance.gov.au/government/procurement/commonwealth- procurement-rules
Summary	This clause allows the customer to request information from Potential Suppliers demonstrating that they have appropriate policies, frameworks, systems, or similar, in place to comply with the Code.
	Where awarded a contract, this clause stipulates that suppliers must agree to comply with the Code when performing its obligations under the contract, and to ensure its personnel and subcontractors comply with the Code in accordance with the Compliance with the Compliance Commonwealth Supplier Code of Conduct contract clause.

CCS – Deed of Standing Offer – Request for Quote

DoSO Clause	R.B.10 Commonwealth Supplier Code of Conduct
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R.B.10 Commonwealth Supplier Code of Conduct

The Commonwealth expects its suppliers to conduct themselves with high standards of ethics such that they consistently act with integrity and accountability.

Deed of Standing Offer Clause D.E.19 requires the Supplier to comply with the Code when performing its obligations under the Deed of Standing Offer and any Contract, and to ensure its personnel and Subcontractors comply with the Code. The clause also requires the Supplier to proactively monitor and assess compliance with the Code, and to notify the Customer immediately of any breach of the Code.

Where requested, Potential Suppliers should provide information in their Response demonstrating that they have the appropriate policies, frameworks, or similar in place to comply with the Code.

 \Box No – Not required

 \Box Yes – The Supplier needs to provide information demonstrating that they have the appropriate policies, frameworks, or similar in place to comply with the Commonwealth Supplier Code of Conduct in connection with the delivery of the Goods and/or Services.

[If yes, provide details demonstrating that the Potential Supplier has policies, frameworks, or similar in place to comply with the Commonwealth Supplier Code of Conduct in accordance with the guidance above.

While you may include general information, try and focus your response to any specific aspects of the Code identified and any specific information requested above.

You should also disclose whether the Potential Supplier has ever been found to have breached the Code in connection with a Commonwealth contract. If yes, you should provide details]

CCS Clause	P.C.24 Compliance with the Commonwealth Supplier Code of Conduct
Authority	www.finance.gov.au/government/procurement/commonwealth- procurement-rules
Summary	Paragraph 6.11 of the Commonwealth Procurement Rules (CPRs) states that non-corporate Commonwealth entities and prescribed corporate Commonwealth entities listed in section 30 in the <i>Public Governance, Performance and Accountability</i> <i>Rule 2014</i> must incorporate the Commonwealth Supplier Code of Conduct (Code) into all Commonwealth forms of contract. An Accountable Authority may determine that a contract should not include the Code, in part or in full, and

CCS – Purchase Order Terms

CCS Clause	P.C.24 Compliance with the Commonwealth Supplier Code of Conduct
	document the basis for this decision. This clause addresses the requirements of the CPRs.
	This clause requires the supplier to comply with the Code when performing its obligations under the contract, and to ensure its personnel and subcontractors comply with the Code. The clause also requires the supplier to proactively monitor and assess compliance with the Code, and to notify the customer immediately of any breach of the Code.
	This clause allows the customer to request information about the supplier's compliance with the Code and policies, frameworks, and systems for ensuring compliance with the Code, and to notify the supplier where it considers there has been a breach of the Code.
	If the supplier fails to comply with this clause, it will be a breach of the contract. Should the customer consider a breach is material, the customer can terminate for cause without remediation. Users will need to ensure that the clause appropriately links with the default, remediation and termination clauses that are in the contract.

P.C.24 Compliance with the Commonwealth Supplier Code of Conduct

24.1 The Supplier must comply with, and ensure that it's officers, employees, agents and Subcontractors comply with, the Code in connection with the performance of this Contract.

24.2 The Supplier must:

periodically monitor and assess its, and its officers', employees' and agents' compliance with the Code; and

on request from the Customer, promptly provide information regarding:

- the policies, frameworks or systems it has established to monitor and assess compliance with the Code, and
- \circ the Supplier's compliance with clause 24.1.

24.3 The Supplier must immediately issue the Customer a Notice on becoming aware of any breach of clause 24.1. The Notice must include a summary of the breach, the date that the breach occurred, and details of the personnel involved.

24.4 Where the Customer identifies a possible breach of clause 24.1, it may issue the Supplier a Notice, and the Supplier must, within three (3) Business Days of receiving the Notice, either:

where the Supplier considers a breach has not occurred: advise the Customer that there has not been a breach and provide information supporting that determination; or

where the Supplier considers that a breach has occurred: issue a Notice under clause 24.3 and otherwise comply with its obligations under this clause P.C.24.

CCS Clause P.C.24 Compliance with the Commonwealth Supplier Code of Conduct

24.5 Notwithstanding clause 24.4, a Customer may notify the Supplier in writing that it considers that the Supplier has breached clause 24.1, in which case the Supplier must issue a Notice under clause 24.3 and otherwise comply with its obligations under this clause P.C.24.

24.6 A failure by the Supplier to comply with its obligations under any part of this clause will be a material breach of the Contract.

24.7 Nothing in this clause or the Code limits, reduces or derogates from the Supplier's other obligations under the Contract. The Customer's rights under this clause 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 will be at no additional cost to the Customer.

24.8 The Supplier agrees that the Customer or any other Commonwealth agency may take into account the Supplier's compliance with the Code in any future approach to market or procurement process.

CCS Clause	P.C.23 Notification of Significant Events
Summary	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.
	This 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.
	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.
	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.

CCS Clause P.C.23 Notification of Significant Events
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C.23 Notification of Significant Events

23.1 The Supplier must immediately issue the Customer a Notice on becoming aware of a Significant Event.

23.2 The Notice issued under clause 23.1 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.

23.3 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 23.1 in relation to the event within three (3) Business Days of being notified by the Customer.

23.4 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.

23.5 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.

23.6 A draft remediation plan prepared by the Supplier under clause 23.5 must include the following information:

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

how the Supplier will ensure events similar to the Significant Event do not occur again, and

c) any other matter reasonably requested by the Customer.

23.7 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 23.7 will apply to any resubmitted draft remediation plan.

23.8 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.

23.9 A failure by the Supplier to comply with its obligations under this clause P.C.23 will be a material breach of the Contract. The Customer's rights under this clause P.C.23 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 P.C.23 will be at no additional cost to the Customer.

CCS – Glossary and Interpretation

CCS Clause	Glossary and Interpretation
Authority	www.finance.gov.au/government/procurement/commonwealth- procurement-rules
Summary	A definition of Commonwealth Supplier Code of Conduct has been added to the Glossary and Interpretation.
Changes	

Changes:

"Commonwealth Supplier Code of Conduct" or **"Code**" means the Commonwealth Supplier Code of Conduct, as published on 1 July 2024, as updated from time to time.