



Australian Government

Department of Finance

Panel Head Agreement

A Deed

between

**the Commonwealth of Australia as represented by
the Department of Finance**

and

[insert name]

**for the Provision of – Professional Contractor
Services to the Australian Government**

Contents

1	Definitions and interpretation.....	5
2	Scope of the Services.....	18
3	Structure of this Head Agreement.....	19
4	Panel structure.....	20
5	Scope of this Head Agreement	20
6	Party representatives.....	22
7	Service Provider Personnel.....	23
8	Performance Management Framework and Service Levels.....	24
9	Reporting	25
10	Relationships	26
11	Ordering Services	27
12	Terms of a Contract.....	28
13	Provision of Services under a Contract.....	29
14	Fees and payment.....	30
15	GST and taxes.....	33
16	Commonwealth Laws and policy requirements.....	35
17	Service Provider's warranties.....	49
18	Insurance	51
19	Liability.....	51
20	Intellectual Property rights.....	54
21	Moral Rights.....	55
22	Knowledge transfer.....	56
23	Confidentiality	57
24	Security	59
25	Privacy	61
26	Notifiable Data Breach.....	63
27	Suspension from Panel	64
28	Termination.....	65
29	Force Majeure.....	70
30	Issue and dispute resolution.....	70
31	Books and records.....	71
32	Audit and access	72
33	Conflict of Interest.....	73
34	Notices and other communications	74

35	Miscellaneous	75
Schedule 1	Head Agreement Details.....	78
Schedule 2	Professional Contractor Services	80
Schedule 3	Professional Contractor Financial and Audit Services	97
Schedule 4	Professional Contractor Corporate Services.....	98
Schedule 5	Professional Contractor Commercial Services	100
Schedule 6	Professional Contractor Other Services	102
Schedule 7	Work Level Standards	104
Schedule 8	Fees	107
Schedule 9	Request for Quotation Template	113
Schedule 10	Order Template.....	125
Schedule 11	Order Variation Template	139
Schedule 12	Performance Management Framework and Service Levels.....	141
Schedule 13	Reporting	146
Schedule 14	Service Provider’s Confidential Information.....	152
Schedule 15	Deed of Variation.....	153
Schedule 16	Deed of Novation.....	155

Parties

The **COMMONWEALTH OF AUSTRALIA** as represented by the Department of Finance
ABN 61 970 632 495 (**Finance**)

and

[Insert name ABN and address of Service Provider] (**Service Provider**).

Recitals

- a) Finance has established a Panel for the provision of Professional Contractor Services to the Australian Government to which the Service Provider has been appointed.
- b) The Service Provider has represented to the Commonwealth in respect of this Head Agreement that it has the ability to provide the Services set out in **Schedule 2 (Professional Contractor Services)** to Entities and acknowledges that it can only provide Services that substantially relate to the Services in **Schedule 2 (Professional Contractor Services)**.
- c) The Service Provider acknowledges and agrees that Finance will administer this Head Agreement and the Panel for the benefit of all Entities.
- d) The Service Provider offers to provide Services on the terms and conditions contained in this Head Agreement and any Contract formed under this Head Agreement.
- e) An Entity may acquire Services from the Service Provider by issuing the Service Provider with an Order.

Operative Provisions

1 Definitions and interpretation

1.1 Definitions

In this Head Agreement and any Contract, except where the contrary intention is expressed, the following definitions are used:

ABN	stands for Australian Business Number
Accounting Standards	the standards of that name maintained by the Australian Accounting Standards Board (referred to in section 227 of the <i>Australian Securities and Investments Commission Act 2001</i> (Cth)); or other accounting standards which are generally accepted and consistently applied in Australia.
Additional Requirements	requirements or terms and conditions, such as additional insurance, which are additional to the obligations of the Service Provider under this Head Agreement.
APS Code of Conduct	the code of conduct set out in section 13 of the <i>Public Service Act 1999</i> .
APS Values	the values set out in section 10 of the <i>Public Service Act 1999</i> .
Artificial Intelligence	has the meaning given to it in the Policy for the Responsible Use of AI in Government published by the Digital Transformation Agency
Australian Privacy Principles or APPs	the principles set out in Schedule 1 of the Privacy Act.
Australian Standard	a standard published by Standards Australia Limited at the applicable Order Commencement Date.
Business Day	a day not being a Saturday, Sunday or a public holiday in the location where the Services are being provided, or if no such location is specified, in Canberra.
Change of Control	(a) if the Service Provider is listed on a stock exchange – a change in 20% or more of the direct or indirect beneficial ownership or control of the Service Provider; or (b) if the Service Provider is not listed on a stock exchange a change in any of the direct or indirect beneficial ownership or control of the Service Provider.
Commonwealth	the Commonwealth of Australia.
Confidential Information	information that is protected by privacy, secrecy and non-disclosure provisions or is by its nature confidential, and

	<p>(a) in the case of Finance or an Entity includes:</p> <p>(i) Contract Material, not including Existing Material; or</p> <p>(ii) Entity Material; and</p> <p>(b) in the case of the Service Provider is listed at Schedule 14 (Service Provider’s Confidential Information) and/or described in an Order, but does not include information which is or becomes public knowledge other than by a breach of this Head Agreement, any Contract, or Law.</p>
Conflict of Interest	any matter, circumstance, interest, or activity affecting the Service Provider, its Personnel or Subcontractors which may or may appear to impair the ability of the Service Provider to provide the Services to an Entity fairly and independently.
Contract	a contract for the provision of Services formed between the Service Provider and an Entity in accordance with clause 11 of this Head Agreement.
Contract Material	<p>any Material:</p> <p>(a) created by the Service Provider for the purposes of a Contract;</p> <p>(b) provided or required to be provided to the Entity as part of the Ordered Services; or</p> <p>(c) derived at any time from the Material referred to in (a) and/or (b) above,</p> <p>but which excludes the Service Provider’s internal working papers.</p>
Contract Service Level	has the meaning given in Schedule 12 (Performance Management Framework and Service Levels) .
Corporations Act	the <i>Corporations Act 2001</i> (Cth).
CRIS	means the Contractor Reporting, Integrity Information Solution.
Daily Rate	has the meaning given in clause 1.1 of Schedule 8 (Fees) .
eInvoicing	is an automated exchange of invoices in a seamless manner between the Entity and the Service Provider financial systems using an access point accredited to the Peppol standard by the Australian Taxation Office.
Eligible Data Breach	has the meaning it has in the Privacy Act.
Entity	<p>(a) a Non-corporate Commonwealth entity;</p> <p>(b) a corporate Commonwealth entity as defined by the PGPA Act; and</p>

	<p>(c) any other government entities authorised by Finance and advised in writing to the Service Provider from time to time.</p> <p>To avoid doubt, a reference to an Entity does not include Finance unless Finance issues an Order to the Service Provider.</p>
Entity Equipment	any equipment (e.g., laptop, monitor, headset) provided by an Entity to Service Provider Personnel under a Contract.
Entity Material	any Material provided by an Entity to the Service Provider for the purposes of an RFQ or a Contract, or derived at any time from that Material.
Entity Representative	the person nominated by an Entity to represent the Entity as identified in an Order.
Existing Material	<p>(a) any pre-existing Material including any improvements, modifications or enhancements to such pre-existing Material in performing the Services; and</p> <p>(b) any other Material, created independently of an Order after the Order Commencement Date, which is made available to the Entity by the Service Provider for the purpose of a Contract, but excluding any tools or methodologies of the Service Provider.</p>
Extension Period	has the meaning given in clause 3.3.2 .
Fees	the Service Provider's fees listed in Schedule 8 (Fees) in an Order or RFQ as the context requires.
Finance	the Commonwealth represented by the Department of Finance as a party to this Head Agreement and which is responsible for administering the Panel.
First Finance Senior Executive	the position identified in Item 2 of Schedule 1 (Head Agreement Details) , or as otherwise advised by Finance from time to time.
FOI Act	the <i>Freedom of Information Act 1982</i> (Cth).
Force Majeure Event	means any event arising from circumstances beyond a party's reasonable control (for example, acts of God, natural disasters, acts of war, riots and strikes outside that party's organisation).
Fraud Control Plan	has the meaning given in clause 16.8.1 .
General Interest Charge Rate	the general interest charge rate determined under section 8AAD of the <i>Taxation Administration Act 1953</i> (Cth) on the day payment is due, expressed as a decimal rate per day.
GST	has the meaning it has in the GST Act.

GST Act	the <i>A New Tax System (Goods and Services Tax) Act 1999</i> (Cth).
Harmful Code	any virus, disabling or malicious device or code, worm, trojan, time bomb or other harmful or destructive code.
Head Agreement	clauses 1 to 35 of this head agreement between Finance and the Service Provider, and includes the Schedules (and any Attachments to the Schedules) as the context requires.
Head Agreement Commencement Date	the date of execution of this Head Agreement or, if executed on different dates, the date of last execution.
Head Agreement Period	the period referred to in clause 3.3 and any Extension Periods.
Hours Worked	has the meaning given in Schedule 8 (Fees) .
Indigenous Enterprises	as defined in the Indigenous Procurement Policy.
Indigenous Procurement Policy	the policy of that name, as amended from time to time, available at https://www.niaa.gov.au/indigenous-affairs/economic-development/indigenous-procurement-policy-ipp
Information Commissioner	the Information Commissioner within the meaning of the <i>Australian Information Commissioner Act 2010</i> .
Initial Head Agreement Period	the period referred to in clause 3.3 .
Integrity Requirements	<p>compliance with:</p> <ul style="list-style-type: none"> (a) the requirements in clause 16 (including requirements relating to Workplace Gender Equality, Indigenous Procurement, Payment Times for Subcontractors, Modern Slavery, Fraud, Illegal Workers, Work Health and Safety, Shadow Economy, and Australian Industry Participation Policies, <i>National Anti-Corruption Commission Act 2022</i> (Cth) and compliance with the Commonwealth Supplier Code of Conduct); (b) the warranties in clauses 17.1(b) and (c) (relating to Statutory Licences); (c) the warranties in clauses 17.1(d) and (e) (relating to offences by directors and shareholders, and ongoing compliance with the Tenderer's Declaration); (d) the warranties in clauses 17.1(f), (g) and (h) (relating to Workplace Gender Equality, unpaid judicial decisions regarding employee entitlements and terrorism);

	<ul style="list-style-type: none"> (e) the conflict of interest provisions in clause 33; (f) Laws relating to taxation and superannuation; (g) Laws relating to employee entitlements; (h) Laws relating to the Professional Contractor industry; (i) Laws relating to work health and safety; (j) Laws relating to workers compensation; (k) Laws relating to migration; (l) applicable minimum accommodation standards; and (m) any other Laws or requirements notified by Finance from time to time, or specified in an Order, for the purposes of this definition.
Intellectual Property	<ul style="list-style-type: none"> (a) all rights in respect of intellectual property, whether or not such rights are registered or capable of being registered; (b) any application or right to apply for registration of any intellectual property; and (c) all rights of a similar nature to any of the rights referred to in (a) and (b) above which may subsist in Australia or elsewhere.
Law	any applicable law, without limitation, including Commonwealth, State and Territory law, common or customary law, equity, judgment, legislation, orders, regulations, statutes, by-laws, ordinances or any other legislative or regulatory measures (including any amendment, modification or re-enactment of them).
Mandatory Minimum Requirements	as defined in the Indigenous Procurement Policy.
Material	anything in relation to which Intellectual Property rights arise.
Modern Slavery	has the meaning it has in the <i>Modern Slavery Act 2018</i> (Cth).
Moral Rights	<p>the following non-proprietary rights of authors of copyright Material:</p> <ul style="list-style-type: none"> (a) the right of attribution of authorship; (b) the right of integrity of authorship; and (c) the right not to have authorship falsely attributed.

Non-corporate Commonwealth entity	a non-corporate Commonwealth entity as defined by the PGPA Act.
Non-identifying Aggregated Information	means Confidential Information of a party that: <ul style="list-style-type: none"> (a) is aggregated; (b) does not identify the party; and (c) does not enable the identity of the party to be ascertained.
Non-statutory Appointment	means a role created or established by an administrative or executive decision, rather than by legislation. For example, advisory bodies and task forces.
Official Resources and Information	has the meaning it has in the <i>Protective Security Policy Framework</i> .
Order	an order in the form of Schedule 10 (Order Template) , or in another form issued by an Entity, to the Service Provider for the provision of Services. Where the context permits, a reference to an Order includes a Contract.
Order Commencement Date	the date specified in an Order that the Order is to commence.
Order Term	the term of an Order, including any extension periods, as specified in the Order.
Order Discount	means the discounts referred to in Schedule 8 (Fees) , or in the case of an Order, the discount specified in that Order.
Ordered Services	the services described in an Order to be provided by the Service Provider under a Contract.
Pan-European Public Procurement On-Line (Peppol) Framework	a network for the exchange of electronic business documents relating to e-commerce and e-procurement, primarily between public sector organisations and their suppliers.
Panel	the Whole of Australian Government (WoAG) Professional Contractor Services Panel to which the Service Provider has been appointed, as updated by Finance from time to time.
Panel Administration Platform	has the meaning given to it in clause Error! Reference source not found..
Panel Manager	the position identified in Item 1 of Schedule 1 (Head Agreement Details) , or as otherwise advised by Finance from time to time.
Panellists	members of the Panel, as appointed by Finance from time to time.
Peppol	Pan-European Public Procurement Online, a secure network used to send invoices to Entities in the public sector.

Performance Management Framework	the framework described in Schedule 12 (Performance Management Framework and Service Levels) .
Personal Information	has the meaning it has in the Privacy Act.
Personnel	in relation to: <ul style="list-style-type: none"> (a) the Service Provider, any natural person who is a partner, officer, employee or other personnel (including a Professional Contractor) of the Service Provider or of a Subcontractor (and, in the case of clauses 16.16, 23 and 25 only, or an agent or professional adviser of the Service Provider); and (b) Finance or an Entity, any natural person, other than a person referred to in (a) above, who is an officer, employee, agent or professional adviser or other personnel of Finance or an Entity. To avoid doubt, a Professional Contractor is not personnel of Finance or an Entity.
PGPA Act	the <i>Public Governance, Performance and Accountability Act 2013</i> (Cth).
Privacy Act	the <i>Privacy Act 1988</i> (Cth).
Privacy Commissioner	the Privacy Commissioner of the Commonwealth.
Professional Contractor	means a natural person who is an expert with extensive knowledge and experience in the Service Area and Service Category to which the Ordered Services relate and is the Service Provider (if the Service Provider is a sole trader) or the employee of the Service Provider (or a natural person otherwise engaged directly or indirectly by the Service Provider). The Professional Contractor is not an employee of the Entity. The Professional Contractor will work under the supervision, direction and control of the Entity, as described in clause 19.6.1 , and at the premises of the Entity or another location as described and required under the terms of this Head Agreement and any Contract made under the terms of the Head Agreement.
Professional Contractor Arrangement	an arrangement (being a Contract) under which an Entity engages a Professional Contractor Service Supplier to provide the Entity with one or more Professional Contractors who are the employed by the Professional Contractor Service Supplier (or otherwise engaged directly or indirectly by the Professional Contractor Service Supplier).
Professional Contractor Commercial Services	are Professional Contractor Services further described in clause 2 of Schedule 5 (Professional Contractor Commercial Services) .

Professional Contractor Corporate Services	are Professional Contractor Services further described in clause 2 of Schedule 4 (Professional Contractor Corporate Services) .
Professional Contractor Engagement Report	is the report required in the format detailed in Table 2 of clause 1.9 of Schedule 13 (Reporting) .
Professional Contractor Financial and Audit Services	are Professional Contractor Services further described in clause 2 of Schedule 3 (Professional Contractor Financial and Audit Services) .
Professional Contractor Services	are the Services described in clause 2.1.1 .
Professional Contractor Service Supplier	a business that employs or otherwise engages one or more Professional Contractors.
Professional Contractor Timesheet Report	is the report required in the format detailed in Table 3 of clause 1.9 of Schedule 13 (Reporting) .
Protected Information	information protected by statutory secrecy or confidentiality provisions (such as information held in the records of an Entity).
Protective Security Policy Framework	the Commonwealth's <i>Protective Security Policy Framework</i> outlined at www.protectivesecurity.gov.au , including the Australian Government Information Security Manual outlined at https://www.cyber.gov.au/resources-business-and-government/essential-cyber-security/ism
PT PCP	the 'Payment Times Procurement Connected Policy' currently available at: https://treasury.gov.au/publication/p2021-183909
PTR Act	means the <i>Payment Times Reporting Act 2020</i> (Cth), as amended from time to time, and includes a reference to any subordinate legislation made under the Act.
PTR Protected Information	has the meaning given in clause 16.9.12(b) .
Quotation	a submission made by the Service Provider in response to an RFQ.
Relevant Schedule	each of Schedule 2 (Professional Contractor Services), Schedule 3 (Professional Contractor Financial and Audit Services), Schedule 4 (Professional Contractor Corporate Services), Schedule 5 (Professional Contractor Commercial Services), Schedule 6 (Professional Contractor Other Services) , to the extent the Schedule is populated in this Head Agreement.

Reporting Entity	as defined in the PTR Act.
Request for Quotation or RFQ	a request by an Entity to the Service Provider to provide a Quotation for Services.
RFQ Closing Date	the date and time specified by an Entity in an RFQ that a Quotation is to be submitted by.
Satisfactory	means meets the conditions set out in Part 6.b of the Shadow Economy Procurement Connected Policy or, if the circumstances in Part 6.c of the Shadow Economy Procurement Connected Policy apply, the conditions set out in Part 8.b of the Shadow Economy Procurement Connected Policy.
Second Finance Senior Executive	the position identified in Item 3 of Schedule 1 (Head Agreement Details) , or as otherwise advised by Finance from time to time.
Security Classified Resources	Official Resources and Information protected under the Protective Security Policy Framework which, if compromised, could have adverse consequences for the Entity.
Security Incident	a security breach, violation, contact or approach from those seeking unauthorised access to Official Resources and Information.
Service Area	the Service Area specified in the Relevant Schedule that the Service Provider is approved to provide, as amended from time to time in accordance with clause 5.4 of the Head Agreement.
Service Category/ies	the Service Categories specified in the Relevant Schedule that the Service Provider is approved to provide, as amended from time to time in accordance with clause 5.4 of this Head Agreement.
Service Descriptor	a subset of a Service Category.
Service Level Failure	has the meaning given in clause 3.6 of Schedule 12 (Performance Management Framework and Service Levels) .
Service Levels	the service levels contained in Schedule 12 (Performance Management Framework and Service Levels) and in an Order.
Service Provider	a party to this Head Agreement who is a Professional Contractor Service Supplier. If the Service Provider is a sole trader, then the Service Provider is also the Professional Contractor.
Service Provider Proprietary Information	means: (a) board papers and documents subject to legal professional privilege;

	<p>(b) the Service Provider’s cost models, profit and loss data (including profit margin information) and cost-plus information (being the separate disclosure of both direct and indirect costs from the profit margin); and</p> <p>(c) third party confidential information (including information relating to other customers of the Service Provider).</p>
Service Provider’s Entity Contact	the person identified in Item 6 of Schedule 1 (Head Agreement Details) , or as otherwise advised by the Service Provider from time to time.
Service Provider’s Panel Administrative Platform Representative	the person identified as holding this role in Item 8 of Schedule 1 (Head Agreement Details) , or as otherwise advised by the Service Provider from time to time.
Service Provider’s Representative	the person identified as holding this role in Item 4 of Schedule 1 (Head Agreement Details) , or as otherwise advised by the Service Provider from time to time.
Service Provider’s Senior Executive	the person identified as holding this role in Item 5 of Schedule 1 (Head Agreement Details) , or as otherwise advised by the Service Provider from time to time.
Services	<p>(a) for the purposes of this Head Agreement:</p> <p>(i) services provided to Finance in relation to the administration of this Head Agreement; or</p> <p>(ii) any part of the Services described Schedule 2 (Professional Contractor Services) for which the Service Provider is approved to provide; and/or</p> <p>(b) for the purposes of a Contract, the Ordered Services provided, or to be provided, by the Service Provider.</p>
Services Commencement Date	1 July 2026
Shadow Economy Procurement Connected Policy	means the <i>Shadow economy – increasing the integrity of government procurement: Procurement connected policy guidelines October 2024</i> available at https://treasury.gov.au/publication/p2019-t369466 .
Significant Event	has the meaning given in clause 16.2.1 .
Standard Working Day	means the standard working hour period(s) specified in a Contract, or where no standard working hour period is specified in a Contract, between 7am and 7pm on Business Days.
Standard Working Hours	has the meaning given in Schedule 8 (Fees) (which is an 8 hour day, or as otherwise specified in an Order).

Statement of Tax Record or STR	means a Statement of Tax Record issued by the Australian Taxation Office following an application made in accordance with the process set out at Statement of tax record Australian Taxation Office (www.ato.gov.au).
Statement of Work	the section of a Request for Quotation or an Order, describing the Ordered Services required by an Entity.
Statutory Appointment	means a position created by or required under statute. This includes appointments to tribunals and the judiciary.
Statutory Licence	means any licence or authorisation required to operate the Service Provider's business under State or Territory Law, or under any national licensing regime introduced during the Head Agreement Period.
Subcontractor	a party engaged by the Service Provider to perform any part of the Services under a Contract, and that party's directors, officers, employees, agents and consultants (as relevant), however, a Professional Contractor is not a Subcontractor.
Tax Invoice	has the meaning given under the <i>A New Tax System (Goods and Services Tax) Act 1999</i> (Cth).
Tenderer's Declaration	the declaration made by the Service Provider in the request for tender process for the establishment of the Panel.
Timesheet	a record of the Hours Worked in a specified period by a Professional Contractor.
Transition Out Period	the period prior to termination or expiry of a Contract during which a Service Provider must undertake certain transition activities.
Valid	means valid in accordance with Part 7.e of the Shadow Economy Procurement Connected Policy.
Wage Price Index	the private sector seasonally adjusted wage price index as published by the Australian Bureau of Statistics.
Whole of Australian Government Arrangement or WoAG	an arrangement that was established as a coordinated procurement that is mandatory for Non-corporate Commonwealth entities to purchase goods and/or services through. Details of these arrangements, which are updated from time to time, are available at: https://www.finance.gov.au/government/procurement/whole-australian-government-procurement
WHS Law	means the <i>Work Health and Safety Act 2011</i> (Cth) and corresponding State and Territory legislation.
Work Level Standard	has the meaning given in Schedule 7 (Work Level Standards) .

1.2 Interpretation

- 1.2.1 In this Head Agreement and any 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 defined word or expression has a corresponding meaning;
 - (c) a reference to a clause, paragraph, Schedule or Attachment is to a clause or paragraph of, or Schedule or Attachment to, this Head Agreement or any Contract and a reference to this Head Agreement or any Contract includes any Schedule or Attachment to this Head Agreement or the Contract, as the context requires;
 - (d) a reference to a clause, section or paragraph includes a reference to a subclause of that clause, subsection of that section or subparagraph of that paragraph;
 - (e) a reference to a document, publication, standard, Commonwealth policy or instrument (including a website) is a reference to the document, publication, standard, Commonwealth policy or instrument (or website) as altered, supplemented or replaced from time to time;
 - (f) a reference to A\$, \$A, AUD, dollar or \$ is to Australian currency unless stated otherwise;
 - (g) a reference to time is to the time in the place where the obligation is to be performed unless otherwise expressly stated;
 - (h) a reference to a party is to a party to this Head Agreement or any Contract as the context requires, and a reference to a party to a document includes the party's executors, administrators, successors and permitted assigns and substitutes;
 - (i) a reference to a person includes a natural person, partnership, body corporate, association, governmental or local authority or agency or other entity;
 - (j) if the Service Provider is a trustee, the Service Provider warrants that it has the power to perform its obligations under this Head Agreement and any Contract;
 - (k) a word or expression defined in the Corporations Act or GST Act has the meaning given in the Corporations Act or GST Act, as applicable;
 - (l) the meaning of general words is not limited by specific examples introduced by 'including', 'for example' or similar expressions;

- (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 defined 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 Head Agreement, the applicable Contract or any part of those documents;
- (o) headings are for ease of reference only and do not affect interpretation; and
- (p) a reference to a matter being to the knowledge of a person means that the matter is to the best of the knowledge and belief of that person after proper inquiry, including inquiry which a reasonable person would be prompted to make by reason of knowledge of a fact.

1.2.2 To the extent that the parties have not completed items in a Schedule or Attachment, unless otherwise stated in that Schedule or Attachment, that item will be taken to be 'not applicable' for the purpose of this Head Agreement and any Contract.

Part A – Overview and Objectives

2 Scope of the Services

2.1 Overview

2.1.1 The Services required under the Panel comprise the provision by the Service Provider of appropriately skilled and suitably qualified or experienced Professional Contractors to undertake work in the relevant Service Categories, and at the relevant Work Level Standards specified in **clause 2 of Schedule 2**, where the work required is:

- (a) specialised in nature, requiring:
 - (i) the holding of any required qualifications and licences for that specialisation; and/or
 - (ii) relevant industry experience in the field of specialisation;
- (b) not referable to an on-going Australian Public Service (APS) position and is not work that would be performed under The People Panel Phase 2 – Labour Hire Services;
- (c) for a short term involving a one-off or irregular task, where the work is expected to take less than 24 months; and
- (d) not work that is out-of-scope under **clause 2.2**,

(Professional Contractor Services).

2.1.2 This Head Agreement facilitates the provision of one or more Professional Contractors to an Entity by the Service Provider pursuant to a Professional Contractor Arrangement.

2.1.3 Entities may at any time during the Head Agreement Period engage the Service Provider, through the processes set out in **clause 11** of this Head Agreement, to provide any of the Services, provided that Service Provider is approved by Finance to provide the relevant Service Category, and Work Level Standards (as set out in **Item 9 of Schedule 1 (Head Agreement Details)**).

2.2 Out of scope

2.2.1 The Services required under the Panel do not include:

- (a) provision of Professional Contractors for ICT services roles (roles commonly listed in the ICT and Digital Solutions Job Family (see APS Job Family Framework));
- (b) provision of Professional Contractors for resource and construction roles (including industrial, agricultural, infrastructure, mining, forestry, fisheries, maritime, meatworkers, manufacturing, textiles, building);

- (c) provision of Professional Contractors for military engineering roles;
- (d) provision of Professional Contractors for Statutory Appointments;
- (e) provision of Professional Contractors for Non-Statutory Appointments (for example to Audit committee and consultative committees);
- (f) provision of Professional Contractors for learning and development services roles;
- (g) Services provided under other Whole of Australian Government coordinated procurements such as legal services and property services roles, including the services provided under the provision of Management Advisory Services panel to the Australian Government;
- (h) provision of consultancy services as defined in the Australian Government's guide on *Procurement Publishing and Reporting Obligations* (RMG423) available at <https://www.finance.gov.au/publications/resource-management-guides/procurement-publishing-and-reporting-obligations-rmg-423>; and
- (i) independent advisors, witnesses, and expert witnesses.

These out of scope services may be further defined by Finance during the Head Agreement Period.

3 Structure of this Head Agreement

3.1 Overview

3.1.1 **Part A** of this Head Agreement provides an overview of the operation of the Panel, the term and effect of this Head Agreement.

3.1.2 **Part B** of this Head Agreement describes the process for an Entity to order Services under this Head Agreement.

3.1.3 **Part C** of this Head Agreement sets out general terms and conditions to apply to this Head Agreement and any Order issued under this Head Agreement.

3.2 Order of precedence

3.2.1 If there is inconsistency between any of the documents forming part of this Head Agreement, those documents will be interpreted in the following (descending) order of priority to the extent of any inconsistency:

- (a) the terms of this Head Agreement;
- (b) the Schedules;
- (c) the Attachments (if any);
- (d) documents incorporated by reference.

3.3 Head Agreement Period

- 3.3.1 This Head Agreement begins on the Head Agreement Commencement Date and continues until 30 June 2030 (**Initial Head Agreement Period**), unless terminated earlier in accordance with **clause 28**.
- 3.3.2 The Initial Head Agreement Period may be extended by Finance (at its sole discretion) by providing written notice to the Service Provider, for a further period (or periods) of up to four (4) years in total, which may be taken in whole or in part, and in any number or combination of time periods (each an **Extension Period**).
- 3.3.3 Entities may place Orders for Services under this Head Agreement from the later of the Services Commencement Date, or the Head Agreement Commencement Date.

4 Panel structure

4.1 Objectives of the Panel

- 4.1.1 The objectives of the Panel are to:
- (a) provide Entities with consistent and efficient processes to engage Service Providers;
 - (b) enable the delivery of high quality Services that represent value for money;
 - (c) ensure Services are provided by reputable organisations or individuals that adhere to the highest integrity standards (including the Integrity Requirements); and
 - (d) provide increased transparency through improved data and reporting.

5 Scope of this Head Agreement

5.1 Overview

- 5.1.1 This Head Agreement is a standing offer between Finance and the Service Provider under which, on an as-required basis, any Entity may enter into a Contract with the Service Provider.

5.2 Role of Finance

- 5.2.1 Finance will manage the Panel and this Head Agreement for the benefit of all Entities.
- 5.2.2 Finance's role is to do each of the following:
- (a) administer this Head Agreement;
 - (b) approve any change to this Head Agreement;
 - (c) monitor the Panellists' performance against **Schedule 12 (Performance Management Framework and Service Levels)**;

- (d) collect data from the Service Provider through the reporting framework set out in **Schedule 13 (Reporting)**; and
- (e) monitor and report on the operation of the Panel, including its operation, viability and expenditure.

5.3 No guarantee

5.3.1 The Service Provider acknowledges and agrees that:

- (a) there is no guaranteed volume of Services that will be ordered or required under this Head Agreement; and
- (b) Finance or an Entity may, at their absolute discretion (and during the term of this Head Agreement) obtain the Services, or services similar to the Services, from any other source they choose on any other terms.

5.4 Panel review and refresh

5.4.1 Finance reserves the right to, at any time during the Head Agreement Period, review the operation of the Panel and do any one or more of the following:

- (a) add to or remove Service Areas, Service Categories, and Work Level Standards over the Head Agreement Period;
- (b) suspend or remove the Service Provider or other Panellists from the Panel for non-compliance with this Head Agreement as further described in **clause 27**; and
- (c) approach the market to:
 - (i) add suppliers to the Panel in one or more Service Area or Service Category; or
 - (ii) add additional Service Areas, Service Categories, and Work Level Standards to the Panel (for which the Service Provider and other suppliers may tender to provide).

5.5 Finance Panel Administration Platforms

5.5.1 Subject to this **clause 5.5**, Service Providers must use technology solutions established by Finance for use under the Head Agreement and under any Contract to support the administration of the Panel (**Panel Administration Platform**). These technology solutions include but are not limited to:

- (a) Contractor Reporting, Integrity Information Solution (**CRIS**);
- (b) Supplier Portal; and
- (c) GovPanels.

5.5.2 The Panel Administration Platform will assist Finance in administering various activities under the Panel. These activities include, but are not limited to:

- (a) the registration and creation of system profiles for potential Professional Contractors by the Service Provider;
- (b) the submission of reports by the Service Provider as required under **Schedule 13 (Reporting)**; and
- (c) the updating and maintaining of the profiles of Professional Contractors by Professional Contractors.

5.5.3 The Service Provider agrees it will:

- (a) use and participate in the Panel Administration Platform under this Head Agreement or any Contract at its own cost;
- (b) ensure that the Professional Contractor uses and participates in the Panel Administration Platform directly, including as required for reporting purposes, as required by Finance; and
- (c) ensure their details on the Panel Administration Platform are up to date.

5.5.4 Finance will provide all reasonable information and assistance to the Service Provider to assist in its use of and participation in the Panel Administration Platform.

6 Party representatives

6.1 Panel Manager

6.1.1 The Panel Manager will represent Finance and will administer this Head Agreement on behalf of the Commonwealth and each Entity.

6.1.2 The Panel Manager has authority to deal with the Service Provider in relation to the Service Provider's responsibilities under this Head Agreement.

6.2 First Finance Senior Executive

6.2.1 The First Finance Senior Executive has authority to deal with the Service Provider in relation to important or significant matters (as determined by Finance including, for example, the resolution of disputes) and any other matters requested by the Panel Manager in relation to this Head Agreement.

6.3 Second Finance Senior Executive

6.3.1 The Second Finance Senior Executive has authority to deal with any matter that has already been considered by the First Finance Senior Executive under **clause 6.2.1** and which has subsequently been escalated by the Panel Manager or the First Finance Senior Executive for consideration by the Second Finance Senior Executive.

6.4 Service Provider's Representative

6.4.1 The Service Provider's Representative will represent the Service Provider and is the primary contact for Finance under this Head Agreement.

6.5 Service Provider's Senior Executive

6.5.1 The Service Provider's Senior Executive has authority to deal with Finance in relation to important or significant matters (as determined by the Service Provider including, for example, the resolution of disputes) and any other matters requested by the Service Provider's Representative in relation to this Head Agreement.

6.6 Service Provider's Entity Contact

6.6.1 The Service Provider's Entity Contact will be the key point of contact for Entities to submit any RFQs and issue any Orders.

6.7 Service Provider Personnel contact details

6.7.1 The Service Provider is responsible for ensuring that the contact details in **Schedule 1 (Head Agreement Details)** for all Service Provider contacts are correct and current.

7 Service Provider Personnel

7.1 General

7.1.1 The Service Provider must use suitably qualified Personnel as are necessary to enable it to fulfil its obligations under this Head Agreement.

7.1.2 The Service Provider must:

- (a) provide such information as can be lawfully provided and which is reasonably requested by Finance or an Entity concerning the Personnel the Service Provider is using, or proposes to use, in performing its obligations under this Head Agreement or a Contract;
- (b) ensure its Personnel comply with the Service Provider's obligations in this Head Agreement and any Contract; and
- (c) ensure its Personnel, when on an Entity's premises or when accessing an Entity's facilities and information, comply as necessary with the reasonable requirements and directions of the Entity notified to the Service Provider or those Personnel, with regard to conduct, behaviour, safety and security (including submitting to security checks or clearances as required), and complying with any obligation imposed on an Entity by Law.

7.2 Subcontracting

7.2.1 The Service Provider must not subcontract any aspect of the Ordered Services without the prior written approval of the relevant Entity (such approval may be subject to conditions).

7.2.2 Subcontractors specified in an Order are considered to have been approved by the Entity for the purposes of the relevant Contract.

- 7.2.3 The Service Provider must comply with any other requirements for subcontracting specified in **Schedule 2 (Professional Contractor Services)**.
- 7.2.4 The Service Provider must not subcontract with an entity that:
- (a) has had a judicial decision against it (not including decisions under appeal) relating to employee entitlements in respect of which it has not paid any judgment amount;
 - (b) is on, or which has one or more employees that are on, or which is a member of an entity that is on, the Commonwealth's consolidated list of individuals and entities to which terrorist asset freezing applies;
 - (c) is named by the Workplace Gender Equality Agency as a supplier that has not complied with the *Workplace Gender Equality Act 2012* (Cth); or
 - (d) is non-compliant with any of the Integrity Requirements.
- 7.2.5 The Service Provider must inform its Subcontractors that the Subcontractor's provision of any Services under this Head Agreement or a Contract may be disclosed publicly.
- 7.2.6 The Service Provider must ensure that each agreement with a Subcontractor includes provisions to ensure the Subcontractor must comply with the requirements on the Service Provider set out in **clause 24** of this Head Agreement.
- 7.2.7 The Service Provider is fully responsible for the performance of the Services, even if the Service Provider subcontracts any aspect of the provision of the Services.

8 Performance Management Framework and Service Levels

8.1 Performance Management Framework

- 8.1.1 In supplying the Services, the Service Provider acknowledges and agrees that it must comply with the Performance Management Framework in **Schedule 12 (Performance Management Framework and Service Levels)**.
- 8.1.2 The Service Provider acknowledges and agrees that its performance in providing Services to Entities will be:
- (a) assessed and reported on by Entities in accordance with the Performance Management Framework in **Schedule 12 (Performance Management Framework and Service Levels)**; and
 - (b) collected and used by Finance and shared with Entities on a confidential basis for the purpose of achieving the objectives of the Panel.

8.2 Service Levels

- 8.2.1 The Service Provider must provide the Services so as to meet or exceed the Service Levels described in **Schedule 2 (Professional Contractor Services)**,

Schedule 12 (Performance Management Framework and Service Levels) and any additional Service Levels specified in an Order.

8.2.2 If requested, the Service Provider must provide all necessary information and assistance to enable Finance or an Entity to verify the Service Provider's performance of the Services against the Service Levels.

8.3 Consequences of a Service Level Failure

8.3.1 Without limiting any other rights of Finance or an Entity under this Head Agreement or a Contract, the Service Provider agrees and acknowledges that:

- (a) an Entity may reduce the volume of the request for Services issued to the Service Provider for an ongoing failure of the Service Provider to meet the agreed Service Levels;
- (b) any serious or ongoing failure to achieve the agreed Service Levels may result in the Service Provider being suspended from the Panel for a period of time or indefinitely; and
- (c) the Service Provider must, at its cost, participate in regular performance meetings with an Entity as requested by the Entity.

9 Reporting

9.1 Reporting to Finance

9.1.1 The Service Provider must, at its own expense, provide Finance with reports in accordance with the mandatory reporting requirements under **Schedule 13 (Reporting)**, and any additional reports reasonably requested by Finance.

9.1.2 The Service Provider must, if requested by Finance, provide written verification of the accuracy of any reports delivered.

9.1.3 On expiry of this Head Agreement, the Service Provider must continue to provide, at no cost, reports in accordance with **Schedule 13 (Reporting)** in relation to any existing Contract until all invoices are paid and all Orders are completed and reported to Finance.

9.1.4 The Service Provider must use the CRIS when it becomes available and as directed by Finance to meet its reporting obligations under this Head Agreement.

9.2 Reporting to Entities

9.2.1 The Service Provider agrees to provide an Entity with any other Additional Requirements in respect of reporting specified in an Order and any other reports reasonably required by the Entity from time to time relating to a Contract.

10 Relationships

10.1 General obligations of the parties

10.1.1 Each party must:

- (a) diligently perform its obligations under this Head Agreement and any Contract;
and
- (b) work together in a collaborative manner in good faith.

10.1.2 If requested by Finance, the Service Provider must participate in any meetings (which may be by virtual attendance), in relation to the operation of this Head Agreement at the Service Provider's own expense. If the Service Provider will incur material external costs as a result of participation in such a meeting, the Service Provider may seek reimbursement from Finance or the Entity (as relevant) for those costs provided they are reasonable in amount, substantiated to the reasonable satisfaction of Finance or the Entity and have been notified to Finance or the Entity prior to those costs being incurred.

Part B – Ordered Services

11 Ordering Services

11.1 Overview

11.1.1 An Entity may at any time during the Head Agreement Period, issue the Service Provider's Entity Contact and/or any other Panellists appointed to the Panel with:

- (a) a Request for Quotation for the provision of Services; and/or
- (b) an Order.

11.2 Request for Quotations

11.2.1 An Entity may issue an RFQ to the Service Provider's Entity Contact in the format provided in **Schedule 9 (Request for Quotation Template)** or similar format, at any time during the Head Agreement Period. Finance may update the Request for Quotation Template from time to time by notice to the Service Provider.

11.2.2 The RFQ will describe the scope of the Services and Work Level Standards required by the Entity.

11.2.3 In seeking a Quotation, an Entity may request Fees lower than those set out in **Schedule 8 (Fees)** however, the Quotation provided by the Service Provider must be on a daily rate price basis and must reflect the Standard Working Day and Standard Working Hours as provided in **Schedule 2 (Professional Contractor Services)**.

11.2.4 In an RFQ, an Entity may also:

- (a) require Additional Requirements; and
- (b) stipulate Service Levels in addition to the Service Levels in **Schedule 12 (Performance Management Framework and Service Levels)**.

11.2.5 Upon receipt of an RFQ, the Service Provider must:

- (a) prepare and submit a Quotation by the RFQ Closing Date with:
 - (i) details of the Services proposed to be provided in response to the RFQ;
 - (ii) the applicable Fees to provide the Services in the form required by the RFQ and consistent with **Schedule 8 (Fees)**, including the Order Discounts that the Service Provider proposes to apply; and
 - (iii) any other information requested by the Entity in the RFQ; or
- (b) advise the Entity in writing, or through a communication method nominated by Finance from time to time as soon as possible (and, in any event, before the RFQ Closing Date), that the Service Provider is not submitting a Quotation in response to that RFQ.

- 11.2.6 When responding to an RFQ the Service Provider may:
- (a) offer Fees that are lower than the Fees set out in **Schedule 8 (Fees)**; and
 - (b) set out charges for any Additional Requirements and, where such charges are in addition to the Fees, providing an explanation for the difference, noting that the Entity will assess whether there is a reasonable basis for any such additional charges.
- 11.2.7 Quotations must remain open for acceptance by the Entity for a minimum of 30 calendar days after the RFQ Closing Date, or for such time as specified by the Entity in an RFQ.
- 11.2.8 By issuing an RFQ, there is no obligation on the Entity to issue an Order.

11.3 Forming a Contract

- 11.3.1 A separate Contract will be formed between the Service Provider and an Entity when an Entity issues an Order to the Service Provider and the Order is signed by both parties, regardless of value.
- 11.3.2 An Entity may issue an Order to the Service Provider in the format provided in **Schedule 10 (Order Template)**, or similar format, at any time during the Head Agreement Period. Finance may update the Order Template from time to time by notice to the Service Provider.

11.4 Modifications to Head Agreement

- 11.4.1 Any terms in an Order or Contract that seek to modify the terms of this Head Agreement to reduce the obligations on a Service Provider have no legal effect.

12 Terms of a Contract

12.1 Terms and conditions

- 12.1.1 The terms and conditions of each Contract will be:
- (a) the relevant terms and conditions of this Head Agreement;
 - (b) the terms and conditions of the Order; and
 - (c) any other documents specified as being part of, incorporated into, or otherwise applicable to, the Contract (including relevant attachments and attached documents).
- 12.1.2 For a Contract, to the extent of any conflict between any of the provisions referred to in **clause 12.1.1**, the descending order of precedence set out in that clause will apply.

12.2 Contract period

- 12.2.1 A Contract begins on the Order Commencement Date and continues for the Order Term, as specified in the Order, unless the Contract is terminated in accordance with **clause 28**.
- 12.2.2 Where an Order Term extends beyond the Head Agreement Period or termination of this Head Agreement, the Order Term cannot be extended, unless otherwise agreed by Finance.
- 12.2.3 Where a Contract formed under **clause 11.3** before the expiration or termination of this Head Agreement continues for the Order Term, notwithstanding the expiration or termination of this Head Agreement, the terms of this Head Agreement continue to apply to the Contract for the entire Order Term.

13 Provision of Services under a Contract

13.1 Service Provider obligations

- 13.1.1 Upon entering into a Contract, the Service Provider must provide the Ordered Services as detailed in the Contract:
- (a) with due skill and care and to the best of the Service Provider's knowledge, expertise and ability;
 - (b) by Personnel who have the qualifications and/or appropriate experience, expertise, and capacity to provide the Ordered Services to a high standard;
 - (c) in accordance with relevant Australian Standards or where none apply, relevant international industry standards, where applicable; and
 - (d) in accordance with the requirements of this Head Agreement and the Order.
- 13.1.2 The Service Provider must:
- (a) comply with any reasonable written directions given by Finance in respect of this Head Agreement; and
 - (b) provide all reasonable assistance required by Finance provided that the assistance requested is consistent with the Service Provider's obligations under this Head Agreement.

13.2 Inquiries

- 13.2.1 The Service Provider agrees to provide all reasonable assistance requested by an Entity in respect of any inquiry concerning the Service Provider's performance of the Ordered Services. If the Service Provider will incur material external costs as a result of provision of such assistance, the Service Provider may seek reimbursement from the Entity for those costs provided they are reasonable in amount, substantiated to the reasonable satisfaction of the Entity and have been notified to the Entity prior to those costs being incurred.
- 13.2.2 Without limitation to the generality of **clause 13.2.1**:

- (a) the assistance to be provided by the Service Provider under **clause 13.2.1** will include, as appropriate, the preparation of reports, the provision of documents or other Material, and making available relevant Service Provider Personnel and Subcontractors to provide information or answer questions on any matters relevant to or arising from an Order which might reasonably be expected to be within the knowledge of the Service Provider. This assistance will not include the provision of Service Provider Proprietary Information or any other information which, if disclosed, would cause the Service Provider to breach any mandatory regulations or applicable Laws; and
- (b) an inquiry referred to in **clause 13.2.1** will include any administrative or statutory review, audit or inquiry (whether within or external to the Entity), any requests for information or documents directed to the Entity and any inquiry conducted by Parliament or any Parliamentary committee.

13.2.3 The Entity Representative will endeavour to notify the Service Provider as early as possible of any assistance required under **clause 13.2.1**, and the Service Provider acknowledges that such notice may be oral and is not subject to any minimum notice period requirement.

13.2.4 This **clause 13.2** survives expiry or termination of this Head Agreement, but the Entity acknowledges that the Service Provider will only keep records for a maximum period of seven (7) years or any longer period required by Law.

13.3 **Relationship of parties**

13.3.1 The Service Provider is not by virtue of this Head Agreement or a Contract an officer, employee, partner or agent of the Commonwealth, Finance or an Entity, nor does the Service Provider have any power or authority to bind or represent the Commonwealth, Finance or an Entity, unless specifically authorised in writing.

13.3.2 The Service Provider or any officer, employee, partner or agent must not:

- (a) misrepresent its relationship with the Commonwealth, Finance or an Entity;
- (b) engage in any misleading or deceptive conduct in relation to the Services; or
- (c) represent itself as an employee of the Commonwealth, Finance or an Entity.

14 **Fees and payment**

14.1 **Fees**

14.1.1 All Fees are inclusive of GST.

14.1.2 The total invoiced amount for a Contract must not exceed the amount in the Contract unless the parties vary, in advance and in writing, the total Fees payable under the Contract.

14.1.3 Before any variation to a Contract is made to increase the total Fees payable, the Service Provider must notify Finance in writing of:

- (a) the details of the relevant Contract; and
 - (b) the proposed increase.
- 14.1.4 Subject to **clause 11.2.6**, the Fees specified in **Schedule 8 (Fees)** are the maximum Fees that may be charged unless adjusted in accordance with **clause 14.2.1**.
- 14.2 **Fee adjustment**
- 14.2.1 Subject to this **clause 14.2**, the Service Provider will be awarded an increase to the Fees in **Schedule 8 (Fees)** in accordance with this **clause 14.2**, to take effect on 1 July each year. A Fee increase will only be awarded for the 1 July that is at least 12 months after the Head Agreement Commencement Date and will be made for each subsequent 1 July during the Head Agreement Period.
- 14.2.2 If Services, Service Area or a Service Category are added to this Head Agreement after the Head Agreement Commencement Date, they will be included in a Fee increase under this **clause 14.2** no earlier than 12 months after the date they are added to this Head Agreement.
- 14.2.3 A Fee increase awarded under this **clause 14.2** will:
- (a) be equal to the percentage change in the Wage Price Index for the 12 months ending on 31 March of the year in which the increase applies; and
 - (b) apply to Contracts entered into after the relevant 1 July.
- 14.2.4 Finance will notify all Service Providers of the updated Fees each year. All updated Fees will be rounded to the nearest two decimal places.
- 14.3 **Set Off**
- 14.3.1 An Entity may, in addition and without prejudice to any other right it may have, deduct from the payment of any Fee, or other money due to the Service Provider, any money owed by the Service Provider to the Entity as a debt immediately due to the Commonwealth.
- 14.4 **Invoicing**
- 14.4.1 The Service Provider must submit a correctly rendered Tax Invoice to the Entity in accordance with the requirements in a Contract. If a Tax Invoice is not correctly rendered, the Entity will return it to the Service Provider for correction and resubmission.
- 14.4.2 Tax Invoices must include:
- (a) information required by Law;
 - (b) payment terms and payment details;
 - (c) a description of the Services to which the invoice relates;
 - (d) itemised amounts payable (broken down by type); and

(e) any other information specified by the Entity in an Order.

14.5 **Milestone Payments**

14.5.1 If specified in an Order, a Service Provider may be required to invoice the Entity on a milestone payment basis.

14.5.2 Milestone payments must be calculated on the basis of the Professional Contractor's Daily Rate.

14.5.3 For the avoidance of doubt, the same timesheet requirements outlined in **clause 24 of Schedule 2 (Professional Contractor Services)** apply where a Service Provider is required to invoice an Entity on a milestone payment basis in accordance with this **clause 14.5**.

14.6 **Payment terms**

14.6.1 The Entity will pay the Service Provider within:

(a) 5 calendar days if it is specified in the Order that the parties will use the Peppol framework for electronic invoicing for the Contract; or

(b) otherwise, 20 calendar days,

(Payment Period) after the Entity acknowledges the satisfactory delivery of the Services under the Contract and receipt of a correctly rendered Tax Invoice.

14.6.2 The Payment Period starts on the next calendar day after the receipt of the correctly rendered Tax Invoice. If the Payment Period ends on a day that is not a Business Day, payment is due on the next Business Day.

14.6.3 For clarity, clause 14.6.1 does not require the Entity to make payment to the Service Provider within the Payment Period if:

(a) the Services have not been performed in accordance with the relevant Contract;

(b) the Tax Invoice is not correctly rendered; or

(c) the Entity disputes the amount of the Tax Invoice.

14.6.4 For payments made by the Entity after the Payment Period, the Entity must pay the unpaid amount, and where the interest accrued on the unpaid amount is more than \$100 (GST inclusive), the Entity must also pay the interest accrued on the unpaid amount.

14.6.5 For clarity, clause 14.6.4 does not require the Entity to pay interest on the unpaid amount where the Entity did not make payment within the Payment Period if:

(a) the Services were not performed in accordance with this Contract;

(b) the invoice was not correctly rendered; or

(c) the Entity disputed the amount of the invoice.

14.6.6 Interest payable under clause 14.6.4 will be simple interest on the unpaid amount calculated in respect of each calendar day from the day after the Payment Period ends, up to and including the day that the Entity effects payment as represented by the following formula:

$$SI = UA \times GIC \times D$$

Where:

SI = simple interest amount;

UA = the unpaid amount;

GIC = General Interest Charge Rate daily rate; and

D = the number of days from the day after payment was due up to and including the day that payment is made.

15 GST and taxes

15.1 GST

- 15.1.1 Words or expressions used in this **clause 15** which are defined in the GST Act have the same meaning in this **clause 15**.
- 15.1.2 Unless described as 'GST exclusive' in this Head Agreement or an Order, any consideration to be paid for a supply made under or in connection with this Head Agreement or a Contract is 'GST inclusive'.
- 15.1.3 If a party (Supplier) makes a supply under or in connection with this Head Agreement on which GST is imposed and for which the consideration is expressly described as 'GST exclusive' in this Head Agreement or an Order:
- (a) the recipient of the supply (Recipient) must pay to the Supplier, an additional amount equal to the GST payable on the supply (GST Amount); and
 - (b) the GST Amount must be paid to the Supplier by the Recipient without, requirement for demand, at the same time as the GST exclusive consideration is payable or to be provided.
- 15.1.4 The Recipient need not make a payment for a taxable supply made under or in connection with this Head Agreement until the Supplier has given the Recipient a Tax Invoice for the supply to which the payment relates.
- 15.1.5 If an adjustment event arises for a supply made in connection with this Head Agreement for which the consideration is expressly described as 'GST exclusive' in this Head Agreement or an Order, the GST Amount must be recalculated to reflect that adjustment. The Supplier or the Recipient (as the case may be) agrees to make any payments necessary to reflect the adjustment and the Supplier agrees to issue an adjustment note.

15.1.6 Any payment, indemnity, reimbursement or similar obligation that is required to be made in connection with this Head Agreement which is calculated by reference to an amount paid by another party must be reduced by the amount of any input tax credits which the other party (or the representative member of any GST group of which the other party is a member) is entitled.

15.2 **Other taxes**

15.2.1 Except as provided by this **clause 15**, 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 Head Agreement or a Contract.

Part C – General Terms and Conditions

16 Commonwealth Laws and policy requirements

16.1 Compliance with Laws and policies

16.1.1 The Service Provider must comply with, and ensure its Personnel and Subcontractors comply with all Laws and Commonwealth policies applicable to the provision of Services under this Head Agreement and any Contract, and any Entity-specific policies referred to in this Head Agreement or specified in an Order.

16.1.2 Without limiting this **clause 16**, the Service Provider must comply with, and ensure its Personnel and Subcontractors comply with the following Laws:

- (a) *Crimes Act 1914* (Cth);
- (b) *Criminal Code Act 1995* (Cth);
- (c) *Privacy Act 1988* (Cth);
- (d) *Copyright Act 1968* (Cth);
- (e) *Workplace Gender Equality Act 2012* (Cth);
- (f) *Work Health and Safety Act 2011* (Cth);
- (g) *Auditor-General Act 1997* (Cth);
- (h) Part 4 of the *Charter of the United Nations Act 1945* (Cth);
- (i) *Charter of the United Nations (Dealing with Assets) Regulations 2008* (Cth);
- (j) *Anti-Money Laundering and Counter-Terrorism Financing Act 2006* (Cth);
- (k) *Modern Slavery Act 2018* (Cth);
- (l) *National Anti-Corruption Commission Act 2022* (Cth); and
- (m) all applicable laws relating to taxation.

16.1.3 The Service Provider acknowledges, and must ensure that its Personnel and Subcontractors are aware of and acknowledge, that the giving of false or misleading information to the Commonwealth is a serious criminal offence under section 137 of the *Criminal Code Act 1995* (Cth).

16.2 Significant Events

16.2.1 The Service Provider must, during the Head Agreement Period and any Order Term, and to the extent permitted by Law, notify Finance and any Entity with which the Service Provider has a Contract, immediately on becoming aware of:

- (a) any adverse comments or findings made by a court, commission, tribunal, or other statutory or professional body:
 - (i) regarding the conduct or performance of the Service Provider; or
 - (ii) impacting on the professional capacity or capability of its Personnel to deliver the Services;
- (b) any adverse comments or findings made by a court, commission, tribunal or other statutory or professional body regarding the conduct or performance of the Service Provider's Personnel, agents or Subcontractors that impacts or could be reasonably perceived to impact on the Service Provider's professional capacity, capability, fitness or reputation;
- (c) any unsettled judicial decisions against it relating to unpaid employee entitlements;
- (d) any other significant matters, including the commencement of legal, or regulatory, disciplinary action by an independent person or disciplinary action internal to the Service Provider, involving the Service Provider or its Personnel, agents or Subcontractors that may adversely impact on:
 - (i) the Service Provider's compliance with Australian Government policy or legislation; or
 - (ii) Finance's or an Entity's compliance with Australian Government policy or legislation; or
 - (iii) the Commonwealth's reputation; or
 - (iv) the professional capacity or capability of the Service Provider or its Personnel to deliver the Services; and
- (e) any non-compliance by:
 - (i) the Service Provider or its Personnel; or
 - (ii) to the extent that information is known by or reasonably available to the Service Provider, the Service Provider's agents or Subcontractors,

with any judgment against the Service Provider, its Personnel, agents or Subcontractors (as relevant) 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,

each a **Significant Event**.

16.2.2 A notice issued under **clause 16.2.1** must provide, to the extent that information is known by or reasonably available to the Service Provider at the time of giving the notice, a summary of the Significant Event, including the date that it occurred and

whether any Personnel, agents or Subcontractors engaged in connection with the Services were involved.

- 16.2.3 If, prior to the Service Provider providing a notice under **clause 16.2.1** in respect of an event, Finance or an Entity notifies the Service Provider in writing that an event is to be considered a Significant Event for the purposes of **clause 16.2.1**, the Service Provider must issue a notice under **clause 16.2.1** in relation to the event within five (5) Business Days of being notified by Finance or the Entity, unless a different timeframe is agreed in writing with Finance or the Entity (as relevant).
- 16.2.4 Where reasonably requested by Finance or an Entity, the Service Provider must provide Finance or the Entity with any additional information regarding the Significant Event (to the extent that information is known or reasonably available to the Service Provider at the time that Finance or the Entity makes a request) within five (5) Business Days of the request, unless a different timeframe is agreed in writing with Finance or the Entity (as relevant).
- 16.2.5 If Finance is notified of a Significant Event in accordance with **clause 16.2.1**, or notifies the Service Provider of an event under **clause 16.2.3**, then Finance may:
- (a) notify the Service Provider that no further action in relation to the Significant Event is required;
 - (b) notify the Service Provider that a remediation plan is required; or
 - (c) acting reasonably, determine that the Significant Event is of such a serious or significant nature that it is not appropriate in the circumstances for the Service Provider to continue as a Service Provider on the People Panel, in which case Finance will notify the Service Provider of that and the occurrence of the Significant Event will be deemed to be a breach of this **clause 16**, including for the purposes of **clause 28.1.2**.

Remediation Plan

- 16.2.6 If Finance notifies the Service Provider under **clause 16.2.5(b)** that a remediation plan is required, the Service Provider must prepare a draft remediation plan and submit that draft plan to the Panel Manager for approval within ten (10) Business Days of the request, unless a different timeframe is agreed in writing by Finance.
- 16.2.7 A draft remediation plan prepared by the Service Provider in accordance with **clause 16.2.6** must include the following information:
- (a) how the Service Provider will address the Significant Event in the context of the Services, including confirmation that the implementation of the remediation plan will not:
 - (i) impact on the delivery of the Services; or
 - (ii) impact on compliance by the Service Provider with its other obligations under the Head Agreement or a Contract;
 - (b) how the Service Provider will ensure events similar to the Significant Event do not occur again; and

- (c) any other information reasonably requested by Finance.

16.2.8 Finance must review the draft remediation plan and may:

- (a) approve the draft remediation plan;
- (b) notify the Service Provider of the details of any changes that Finance, acting reasonably, considers are required to the draft remediation plan; or
- (c) notify the Service Provider that Finance considers that the draft remediation plan is unsatisfactory having regard to the nature of the Significant Event and the likelihood that the draft remediation plan addresses the matters raised by the Significant Event, in which case Finance will request that the Service Provider give, in writing, and within five (5) Business Days of the request, reasons explaining how the draft remediation plan sufficiently addresses the Significant Event and propose any further amendments that would assist further with this.

Changes to the Remediation Plan

16.2.9 The Service Provider must make any changes to the draft remediation plan reasonably requested by Finance under **clause 16.2.8(b)** and resubmit the draft remediation plan to Finance for approval within five (5) Business Days of the notice unless a different timeframe is agreed in writing by Finance.

16.2.10 Finance may:

- (a) approve the resubmitted draft remediation plan; or
- (b) notify the Service Provider that Finance considers that the resubmitted draft remediation plan is unsatisfactory because it has not sufficiently addressed the changes reasonably requested by Finance under **clause 16.2.8(b)**, in which case Finance will request that the Service Provider give, in writing, and within five (5) Business Days of the request, reasons explaining how the resubmitted draft remediation plan sufficiently addresses the changes request by Finance, and propose any further amendments that would assist further.

16.2.11 If the Service Provider provides a response as requested by **clause 16.2.10(b)** within five (5) Business Days of the request, Finance must review the response and may:

- (a) approve the Service Provider's reasons and if applicable the further proposed amendments, in which case Finance will approve the resubmitted draft remediation plan (resubmitted again if relevant); or
- (b) reject the resubmitted draft remediation plan (resubmitted again if relevant) if Finance determines, acting reasonably, that the Service Provider's reasons and if applicable the further proposed amendments do not sufficiently address the changes requested by Finance, in which case Finance will notify the Service Provider of that, and the failure to provide a satisfactory remediation plan will be deemed to be a breach of this **clause 16**, including for the purposes of **clause 28.1.2**.

16.2.12 If the Service Provider does not provide a response as requested by **clause 16.2.10(b)** within five (5) Business Days of the request, then the Service Provider will be deemed to be in breach of this **clause 16**, including for the purposes of **clause 28.1.2**.

Service Provider Response

16.2.13 If the Service Provider provides a response as requested by **clause 16.2.8(c)** within five (5) Business Days of the request, Finance must review that response and may:

- (a) approve the Service Provider's reasons and if applicable the further proposed amendments, in which case Finance will approve the draft remediation plan (as resubmitted if relevant); or
- (b) reject the draft remediation plan (as resubmitted if relevant) if Finance determines, acting reasonably, that Finance is not satisfied with the Service Provider's reasons and if applicable the further proposed amendments, in which case Finance will notify the Service Provider of that, and the failure to provide a satisfactory remediation plan will be deemed to be a breach of this **clause 16**, including for the purposes of **clause 28.1.2**.

16.2.14 If the Service Provider does not provide a response as requested by **clause 16.2.8(c)** within five (5) Business Days of the request, then the Service Provider will be deemed to be in breach of this **clause 16**, including for the purposes of **clause 28.1.2**.

Other Obligations regarding Remediation Plans

16.2.15 Without limiting its other obligations under the Head Agreement or a Contract, the Service Provider must comply with the remediation plan as approved by Finance in accordance with **clause 16.2.8(a)**, **16.2.10(a)**, **16.2.11(a)**, or **16.2.13(a)**.

16.2.16 The Service Provider must provide reports and other information about the Service Provider's progress in implementing any remediation plan as reasonably requested by Finance.

16.2.17 Finance's and an Entity's rights under this clause are in addition to and do not otherwise limit any other rights either Finance or an Entity may have under this Head Agreement or a Contract. The performance by the Service Provider of its obligations under this clause will be at no additional cost to Finance or an Entity.

16.3 Workplace Gender Equality Act 2012 (Cth)

16.3.1 This **clause 16.3** applies only to the extent that the Service Provider is a 'relevant employer' for the purposes of the *Workplace Gender Equality Act 2012 (Cth)* (**WGE Act**).

16.3.2 If the Service Provider or its Personnel or Subcontractors becomes non-compliant with the WGE Act during the Head Agreement Period, such non-compliance will constitute a material breach of a provision of this Head Agreement for the purposes of **clause 28.1.1**, and the Service Provider must promptly notify the Panel Manager.

16.3.3 The Service Provider must provide a current letter of compliance from the Workplace Gender Equality Agency within 18 months from the Head Agreement Commencement Date and following this, annually, to the Panel Manager.

16.3.4 Compliance with the WGE Act does not relieve the Service Provider from its responsibility to comply with its other obligations under this Head Agreement or any Contract.

16.4 **Modern Slavery**

16.4.1 The Service Provider must take reasonable steps to identify, assess and address risks of Modern Slavery practices in the operations and supply chains used in the provision of Services.

16.4.2 If at any time the Service Provider becomes aware of Modern Slavery practices in the operations and supply chains used in the performance of this Head Agreement or a Contract, the Service Provider must as soon as reasonably practicable, take all reasonable action to address or remove these practices, including where relevant by addressing any practices of other entities in its supply chains.

16.5 **Indigenous Procurement Policy**

16.5.1 It is Commonwealth policy to stimulate Indigenous entrepreneurship and business development, providing Indigenous Australians with more opportunities to participate in the economy (see Indigenous Procurement Policy for further information).

16.5.2 The Service Provider must use its reasonable endeavours to increase its:

(a) purchasing from Indigenous Enterprises; and

(b) employment of Indigenous Australians,

in the delivery of the Services.

16.5.3 In addition to the requirements in this **clause 16.5**, for any RFQ or Order valued at \$7.5 million or more the Mandatory Minimum Requirements of the Indigenous Procurement Policy apply.

16.6 **Fraud**

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

16.6.2 The Service Provider must take all reasonable steps to prevent and detect Fraud in relation to the performance of this Head Agreement or a Contract. The Service Provider acknowledges the occurrence of Fraud by the Service Provider or its Personnel or Subcontractors will constitute a breach of this Head Agreement and any relevant Contract.

16.6.3 If the Service Provider or its Personnel or Subcontractors have committed Fraud, or the Service Provider has failed to take reasonable steps to prevent Fraud by its Personnel or Subcontractors, the Service Provider must reimburse Finance or the relevant Entity for the reasonable costs it incurs as a result of the Fraud.

16.7 **Personal Information and Security Incidents**

16.7.1 The Service Provider agrees to provide the Entity, or its nominee, relevant information (including Personal Information) relating to the Service Provider, its officers, employees, agents and subcontractors, for the purposes of preventing, detecting, investigating or dealing with a fraud or Security Incident relating to a Contract.

16.7.2 When providing Personal Information of a natural person to the Entity under this clause, the Service Provider warrants that it has obtained the person's consent to:

- (a) his or her Personal Information being provided to the Entity;
- (b) the Entity disclosing his or her Personal Information to another Commonwealth entity where a fraud or Security Incident may relate to the other Commonwealth entity; and
- (c) disclose his or her Personal Information to an independent investigator.

16.7.3 Nothing in these clauses limits or derogates from the Service Provider's obligations under the *Privacy Act 1988* (Cth) or under clause 25.2.

16.8 **Fraud Control Plan**

16.8.1 The Service Provider must, if specified in a Contract, prepare a Fraud Control Plan that is consistent with the Commonwealth Fraud and Corruption Control Framework 2024 (Fraud Control Plan) and provide a copy of the Fraud Control Plan to the Entity within one month of the Contract Start Date.

16.8.2 The Service Provider must review and update any Fraud Control Plan at least every six months over the term of the Contract, or whenever there is a significant change in the structure or activities of the Service Provider. The Service Provider must provide the Entity with details of any review and a copy of any update to the Fraud Control Plan.

16.9 **Payment Times for Subcontractors**

16.9.1 The Service Provider must comply with the 'Payment Times Procurement Connected Policy' (**PT PCP**), currently available at: <https://treasury.gov.au/publication/p2021-183909>

16.9.2 If the Service Provider enters into a PT PCP Subcontract, the Service Provider must include in that subcontract:

- (a) a requirement for the Service Provider to pay the PT PCP Subcontractor:
 - (i) subject to **clause 16.9.4**, within 20 calendar days after the acknowledgement of the satisfactory delivery of the goods or Services and receipt of a correctly rendered Tax Invoice. If this period ends on a day that is not a Business Day, payment is due on the next Business Day; and

- (ii) subject to **clause 16.9.5**, for payments made by the Service Provider after the payment is due, the unpaid amount plus interest on the unpaid amount calculated in accordance with **clause 16.9.6**;
 - (b) a statement that the PT PCP applies to that subcontract; and
 - (c) a statement that the Subcontractor may make a complaint to the PT PCP Team or to an Entity in accordance with the PT PCP if there has been non-compliance with the requirements of this **clause 16.9.2**.
- 16.9.3 If the Service Provider enters into a Reporting Entity Subcontract in anticipation of (or after) entering the Contract, the Service Provider must use reasonable endeavours to include in that subcontract:
- (a) obligations equivalent to those in **clause 16.9.2**; and
 - (b) a requirement that if the Reporting Entity Subcontractor in turn enters into a Reporting Entity Subcontract, then that subcontract will include:
 - (i) obligations equivalent to those in **clause 16.9.2**; and
 - (ii) obligations equivalent to this **clause 16.9.3(b)** (such that the obligations in this **clause 16.9.3(b)** to continue to be flowed down the supply chain to all Reporting Entity Subcontractors).
- 16.9.4 **Clause 16.9.2(a)(i)** does not limit any obligation to comply with applicable legislation that provides for a shorter payment period than the period in **clause 16.9.2(a)(i)**.
- 16.9.5 The Service Provider is not required to pay interest in accordance with **clause 16.9.2(a)(ii)** if either:
- (a) an Entity has failed to pay the Service Provider in accordance with the timeframes and requirements under a Contract; or
 - (b) the amount of the interest payable is less than \$100 (GST inclusive).
- 16.9.6 Interest payable under **clause 16.9.2(a)(ii)** will be simple interest calculated in respect of each calendar day from the day after the amount was due and payable, up to and including the day that the Service Provider effects payment as represented by the following formula:

$$SI = UA \times GIC \times D$$

Where:

SI = simple interest amount;

UA = the unpaid amount;

GIC = General Interest Charge Rate daily rate; and

D = the number of days from the day after payment was due up to and including the day that payment is made.

PT PCP Evaluation Questionnaire

- 16.9.7 If requested in writing by an Entity, the Service Provider must properly complete and return a PT PCP Evaluation Questionnaire within 30 Calendar Days of the request.

Non Compliance and Remediation

- 16.9.8 If an Entity considers or becomes aware that the Service Provider has not or may not have complied with:

- (a) the requirements of this **clause 16.9**; or
- (b) the payment requirements of a PT PCP Subcontract,

the Entity may direct the Service Provider to provide to the Entity either or both of the following within the timeframes specified by the Entity:

- (c) information to enable the Entity to review the Service Provider's compliance; or
- (d) a properly completed PT PCP Remediation Plan.

- 16.9.9 The Service Provider must complete all of the steps and activities contained in the PT PCP Remediation Plan provided under **clause 16.9.8(d)**.

- 16.9.10 If an Entity considers that the Service Provider has failed to comply with any of its obligations under this **clause 16**, without limiting the Entity's rights and remedies at Law or otherwise under the Contract, the Entity may do either or both of the following:

- (a) take the failure or non-compliance into account as part of the Entity's monitoring of the Service Provider's performance under the Contract; or
- (b) report the non-compliance (and provide a copy of the completed PT PCP Remediation Plan) to the PT PCP Policy Team.

- 16.9.11 The Service Provider agrees that if it is the subject of a complaint in relation to its compliance with **clause 16.9** or the associated payment provisions of a PT PCP Subcontract:

- (a) it will not take any prejudicial action against the complainant due to the complaint or any investigation or inquiry in relation to the complaint; and
- (b) it will cooperate in good faith with the Entity in connection with any investigation or inquiry and any attempt to resolve the complaint.

Consent

- 16.9.12 For any PT PCP purpose, the Service Provider consents to an Entity:

- (a) using and sharing with any other Entity the information provided by the Service Provider as part of a PT PCP Evaluation Questionnaire, a PT PCP Remediation Plan, or otherwise received or obtained by the Entity in connection with this Contract or a PT PCP Subcontract; and

- (b) receiving information obtained under, or in accordance with, the PTR Act (**PTR Protected Information**) from an Entrusted Person and using such PTR Protected Information.

16.9.13 By submitting a PT PCP Evaluation Questionnaire or a PT PCP Remediation Plan or other document in connection with the PT PCP that includes any Personal Information within the meaning of *Privacy Act 1988* (Cth), the Service Provider warrants and represents that it has obtained all necessary consents in accordance with relevant privacy Laws to the collection, use and disclosure of such information in the manner contemplated by **clauses 16.9.12** and **16.9.13**. The Service Provider will provide evidence of such consents to an Entity on request.

Interpretation

16.9.14 In this **clause 16.9**, capitalised terms not defined in this Head Agreement have the meanings in the PTR Act or PT PCP, as applicable.

16.10 Shadow Economy Procurement Connected Policy

- 16.10.1 In this **clause 16.10** capitalised terms used in this clause that are not defined in **clause 1.1** have the meanings given in the Shadow Economy Procurement Connected Policy.
- 16.10.2 The Service Provider warrants that at the commencement of this Head Agreement it holds all Valid and Satisfactory Statements of Tax Record required for its entity type under Part 10 of the Shadow Economy Procurement Connected Policy.
- 16.10.3 The Service Provider must hold all Valid and Satisfactory Statements of Tax Record required for their entity type at all times during the Head Agreement Period.
- 16.10.4 The Service Provider warrants in relation to any first tier Subcontractor it has engaged to deliver goods and/or services as part of a Contract resulting from a procurement with an estimated value of \$4 million or more (GST inclusive) that, at the time of entry into the subcontract, the Service Provider obtained all Valid and Satisfactory Statements of Tax Record required for the Subcontractor's entity type under Part 10 of the Shadow Procurement Connected Policy.
- 16.10.5 The Service Provider must ensure that any first tier Subcontractor engaged to deliver goods and/or services as part of a Contract resulting from a procurement with an estimated value of \$4 million or more (GST inclusive) holds all Valid and Satisfactory Statements of Tax Record required for its entity type under Part 10 of the Shadow Economy Procurement Connected Policy at all times during the term of the relevant subcontract.
- 16.10.6 The Service Provider must retain a copy of any Statements of Tax Record held by any first tier Subcontractor in accordance with clause 16.10.5.
- 16.10.7 The Service Provider must on request by Finance or an Entity, provide to Finance or an Entity a copy of any Statement of Tax Record referred to in this **clause 16.10**.
- 16.10.8 If the Service Provider is a partnership, or engages a first tier Subcontractor who is a partnership, the Service Provider will ensure that if a new partner who becomes

directly involved in the delivery of the relevant Contract, joins the partnership, that a Valid and Satisfactory Statement of Tax Record for the partner is provided to Finance and each Entity as soon as possible after they become a partner to the partnership.

16.11 **Australian Industry Participation**

16.11.1 For any Contract with a value of \$20 million or more, the Australian Industry Participation (AIP) National Framework principles will apply, including the requirement to submit an Industry Participation Plan. More information on AIP plan requirements can be found at www.industry.gov.au/aip.

16.12 **Illegal Workers**

16.12.1 The Service Provider must ensure that, in connection with any Services performed in Australia, its Personnel are at all times:

- (a) Australian citizens; or
- (b) in the case of persons who are not Australian citizens, entitled to work in Australia.

16.13 **Work Health and Safety**

16.13.1 The Service Provider must ensure that its obligations under this Head Agreement, and any Contract are performed in a manner that does not pose any avoidable health or safety risk to the Service Provider's Personnel, to an Entity's Personnel or to any other person.

16.13.2 The Service Provider must, if specified in a Contract, provide a plan containing the procedures it will implement to ensure compliance with this **clause 16.13 (WHS Plan)**, and implement the WHS Plan.

16.13.3 During the term of this Head Agreement, the Service Provider must give Finance, on request, all necessary documentation to verify that its work health and safety systems comply with WHS Law.

16.13.4 Without limiting in any way the work health and safety obligations that the Service Provider has under this Head Agreement or any Contract, or in relation to any Services, or due to the operation of Commonwealth and State or Territory Laws, the Service Provider must:

- (a) ensure that any person conducting a business or undertaking involved in the performance of this Head Agreement, any Contract or the provision of any Services meets the primary duty of care requirements of the *Work Health and Safety Act 2011* (Cth) (the **WHS Act**) or corresponding State or Territory legislation;
- (b) ensure the regulator is notified immediately after a notifiable incident has occurred in accordance with section 38 of the WHS Act or corresponding State or Territory legislation;

- (c) notify the relevant Entity Representative within one Business Day of any work related injury that causes death or serious personal injury, any notifiable incident as defined at section 35, 36 and 37 of the WHS Act so far as it relates to any Services under this Head Agreement or a Contract, and each occasion that the Service Provider reports to or notifies a regulatory authority under WHS Law;
 - (d) ensure that its Personnel are properly inducted where the Services are to be provided and also ensure that all those persons are provided with information, instruction, training or supervision to ensure their own health and safety and that their acts or omissions do not adversely affect the health and safety of other persons whilst at a place where Services are provided;
 - (e) comply, with any direction given by the Entity that the 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;
 - (f) promptly provide to the Entity, upon request, information or documentation to assist the Entity comply with its duties under WHS Law; and
 - (g) co-operate fully with any investigation by any government agency, parliamentary inquiry, board of inquiry or coronial inquiry with respect to work health and safety.
- 16.13.5 At Finance or an Entity's request, the Service Provider must provide reasonable assistance to the Commonwealth or Comcare (including giving the Commonwealth, Comcare and their nominees access to the Service Provider's premises, files, ICT systems and Personnel) in connection with any monitoring, inspection, investigation or audit of work health and safety matters arising in relation to the performance of this Head Agreement or any Contract.
- 16.13.6 The Service Provider must perform its obligations under this Head Agreement and any Contract in such a way that Finance and any Entity is able to participate in any necessary inspections, and is able to obtain the full benefit of Services for the purposes for which they are delivered, without being in breach of any WHS Law.
- 16.13.7 The Service Provider must provide reasonable assistance to the Entity, or Comcare if requested (including giving access to the Service Provider's premises, files, information technology systems and Personnel) in connection with any monitoring, inspection, investigation or audit of work health and safety matters arising in relation to the provision of the Services.
- 16.13.8 The Service Provider must ensure that each subcontract imposes obligations on the Subcontractor equivalent to the obligations under this **clause 16.13**.
- 16.13.9 The Entity will provide a safe workplace for the Professional Contractor, including by doing the following:
- (a) supplying any personal protective or other safety equipment that may be required;

- (b) complying with all relevant legislative and regulatory requirements that apply to the Entity in relation to the Professional Contractor, including any such requirements relating to health and safety of workers in the workplace, discrimination, equal opportunity and employment legislation;
- (c) instructing and supervising the Professional Contractor in all necessary safe work practices;
- (d) advising the Service Provider as soon as it becomes aware of any accident, sickness or injury relating to the Professional Contractor arising from the performance of the work; and
- (e) agreeing with the Service Provider pursuant to **clause 34.2.5** where an Entity wishes the Professional Contractor to perform duties different to those specified in a Contract (for example by reference to the Work Level Standard),

provided that nothing in this **clause 16.13.9** relieves the Service Provider from its obligations under this Head Agreement or any Contract, including obligations in respect of the conduct of Professional Contractors (for example, under **clause 23 (Confidentiality), 24 (Security) or 25 (Privacy)**).

16.14 **Change of Control**

16.14.1 If the Service Provider undergoes a Change of Control, the Service Provider must notify Finance, and any Entity with which the Service Provider has a Contract, within 14 days of that Change of Control occurring.

16.14.2 The Service Provider must promptly provide Finance with any further information reasonably requested by Finance or an Entity in relation to any such Change of Control or proposed Change of Control.

16.15 **National Anti-Corruption Commission Act 2022 (Cth)**

16.15.1 The Service Provider acknowledges that it is a 'contracted service provider' for the purposes of the *National Anti-Corruption Commission Act 2022 (Cth)* (**NACC Act**) as a result of this Head Agreement and any Contract.

16.15.2 The Service Provider must comply with any reasonable request, policy or direction issued by Finance or an Entity, and must otherwise cooperate with Finance or the Entity in relation to any action taken by Finance or the Entity required or authorised by the NACC Act.

16.15.3 The performance by the Service Provider of its obligations under **clause 16.15.2** will be at no additional cost to Finance or an Entity.

16.16 **Compliance with the Commonwealth Supplier Code of Conduct**

16.16.1 For the purposes of this **clause 16.16**, '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.

- 16.16.2 The Service Provider must comply with, and ensure that its Personnel and Subcontractors comply with, the Code in connection with the performance of this Head Agreement and each Contract.
- 16.16.3 The Service Provider must:
- (a) periodically monitor and assess its, and its Personnel's compliance with the Code; and
 - (b) on request from Finance or an Entity, promptly provide information regarding:
 - (i) the policies, frameworks, or systems it has established to monitor and assess compliance with the Code, and
 - (ii) the Service Provider's compliance with **clause 16.16.2**.
- 16.16.4 The Service Provider must immediately issue Finance and any Entity with which the Service Provider has a Contract, a notice on becoming aware of any breach of **clause 16.16.2**. The Notice must include a summary of the breach, the date that the breach occurred, and details of the Personnel involved.
- 16.16.5 Where Finance or an Entity identifies a possible breach of **clause 16.16.2**, it may issue the Service Provider a notice, and the Service Provider must, within three (3) Business Days of receiving the notice, either:
- (a) where the Service Provider considers a breach has not occurred: advise Finance or the Entity that there has not been a breach and provide information supporting that determination; or
 - (b) where the Service Provider considers that a breach has occurred: issue a Notice under **clause 16.16.4** and otherwise comply with its obligations under this **clause 16.15.3**.
- 16.16.6 Notwithstanding **clause 16.16.5**, Finance or an Entity may notify the Service Provider in writing that it considers that the Service Provider has breached **clause 16.16.2**, in which case the Service Provider must issue a notice under **clause 16.16.4** and otherwise comply with its obligations under this **clause 16.15.3**.
- 16.16.7 A failure by the Service Provider to comply with its obligations under any part of this clause will be a material breach for the purposes of **clauses 28.1.1** of this Head Agreement.
- 16.16.8 Nothing in this **clause 16.16** or the Code limits, reduces, or derogates from the Service Provider's other obligations under this Head Agreement or a Contract. Finance's and an Entity's rights under this clause are in addition to and do not otherwise limit any other rights either Finance or an Entity may have under this Head Agreement or a Contract. The performance by the Service Provider of its obligations under this clause will be at no additional cost to Finance or an Entity.
- 16.16.9 Without otherwise limiting Finance's and any relevant Entity's rights under the Head Agreement or a Contract, the Service Provider agrees that Finance, an Entity and any other Commonwealth agency may share information relating to the Service Provider's compliance with the Code in connection with the Head Agreement and any Contract.

The Service Provider agrees that Finance, an Entity or any other Commonwealth agency may take into account the Service Provider's compliance with the Code in any future approach to market or procurement process.

17 Service Provider's warranties

- 17.1 The Service Provider warrants on the Head Agreement Commencement Date and each Order Commencement Date that:
- (a) it has the full power and authority to enter into, perform and observe its obligations under this Head Agreement;
 - (b) it has all necessary licences and authorisations required to operate and provide the Ordered Services to an Entity under a Contract, including any applicable Statutory Licence;
 - (c) it complies, and will comply at all times during the Head Agreement Period and each Order Term, with any Statutory Licence and the Integrity Requirements;
 - (d) none of its directors, shareholders or management Personnel has been convicted of an offence relating to fraud, dishonesty or drug trafficking;
 - (e) the warranties and representations made in the Tenderer's Declaration are true and correct, and remain true and correct at all times during the Head Agreement Period and each Order Term;
 - (f) it is not named by the Workplace Gender Equality Agency as an employer that is currently not complying with the *Workplace Gender Equality Act 2012* (Cth);
 - (g) it has not had a judicial decision against it (not including decisions under appeal) relating to employee entitlements in respect of which it has not paid the judgment amount;
 - (h) it is not on the Commonwealth's consolidated list of individuals and entities to which terrorist asset freezing applies and none of its Personnel or Subcontractors are on, or are a member of an entity on, that list;
 - (i) it is financially viable; and
 - (j) it has, and any Personnel it provides to an Entity under a Contract have, the necessary experience, qualifications, skills, knowledge and competence to perform the Services.
- 17.2 The Service Provider warrants that it will promptly notify and fully disclose to Finance any breach of any of the warranties in this **clause 17**, or any event or occurrence actual or threatened during the Head Agreement Period or any Order Term that would materially affect the Service Provider's or any Subcontractor's ability to perform any of its obligations under this Head Agreement or any Contract.
- 17.3 The Service Provider warrants that the information provided to Finance prior to entering into this Head Agreement regarding:

- (a) its country of tax residency;
- (b) if the Service Provider has a parent entity, the parent entity's country of tax residency; and
- (c) if the Service Provider has multiple tax residencies (i.e. it is a dual resident), each of those countries of which it is a tax resident,

is true and correct on the Head Agreement Commencement Date.

17.4 If there are any changes to the details referred to in clause 17.3, the Service Provider must notify Finance immediately of those changes.

17.5 The Service Provider acknowledges that Finance and Entities may at any time conduct their own integrity checks on the Service Provider's compliance with this **clause 17**.

17.6 **Trustee representations and warranties**

17.6.1 If the Service Provider acts as trustee of a trust in relation to this Head Agreement:

- (a) it is liable both personally, and in its capacity as trustee of the trust;
- (b) it must not assign, transfer, mortgage, charge, release, waive, encumber or compromise its right of indemnity out of the assets of the trust;
- (c) it must not retire, resign nor by act or omission effect or facilitate a change to its status as the trustee of the trust;
- (d) it represents and warrants that:
 - (i) the trust has been duly established and exists;
 - (ii) it is the duly appointed and only trustee of the trust;
 - (iii) as the trustee it has the power to enter into and perform its obligations under this Head Agreement and any Contract;
 - (iv) it has a right of indemnity out of the assets of the trust in respect of its obligations under the Head Agreement and any Contract; and
 - (v) Conflict of Interests and duty affecting it as the trustee (and/or its directors, if any) will not arise, or otherwise are overcome by the terms of the relevant trust deed; and
 - (vi) no breach of the relevant trust deed exists.

18 Insurance

18.1 Obligations to hold insurance

18.1.1 The Service Provider must hold the following insurance for the duration of each Contract, in addition to any insurance required in a Contract:

- (a) public liability insurance for an amount of not less than \$10 million per occurrence. An Order may also specify an aggregate limit on public liability insurance;
- (b) professional indemnity insurance for an amount of not less than \$2 million per occurrence and \$10 million in the aggregate; and
- (c) workers compensation insurance as required by law.

18.1.2 Professional indemnity insurance must additionally be held for a period of three (3) years following the end of a Contract, or such other period specified in the Order.

18.1.3 On request from Finance or an Entity, the Service Provider must provide evidence of the insurance described in **clause 18.1.1** (such as a certificate of currency) within 30 calendar days.

19 Liability

19.1 Liability cap

19.1.1 Subject to **clause 19.1.2**, the Service Provider's liability arising out of or in connection with a Contract, whether for breach of contract, tort (including negligence) or for any other common law or equitable cause of action (including under an indemnity), is limited to the greater of :

- (a) \$250,000;
- (b) an amount equal to three times the total amount paid or payable to the Service Provider under the Contract; and
- (c) any higher liability cap amount specified in the relevant Order.

19.1.2 Any limitation of liability does not apply to any loss arising out of:

- (a) personal injury (including sickness or death of a person);
- (b) loss of, or damage to, tangible property;
- (c) any infringement of Intellectual Property rights;
- (d) any breach of confidentiality, privacy or security obligations (including **clauses 23.1, 23.3, 23.6, 24, 25 and 26**) in the Contract or at Law; or
- (e) any breach of any Law, fraud or any unlawful act or omission.

- 19.1.3 The limitation on liability referred to in **clause 19.1.1** also covers (and limits) any resulting liability of the Service Provider under this Head Agreement arising out of the performance (or non-performance) of the relevant Contract (including under an indemnity).
- 19.1.4 The Commonwealth's liability arising out of or in connection with this Head Agreement for any breach of confidentiality obligations in the Head Agreement, or at Law is limited to \$100,000.
- 19.1.5 An Entity's liability arising out of or in connection with a Contract for any breach of confidentiality obligations in the Contract or at Law is limited to the amount specified in the relevant Order.

19.2 **Consequential loss**

- 19.2.1 To the extent permitted by Law, but subject to **clause 19.1.2**, neither party is liable to the other for breach of contract, in tort (including negligence), or for any other common law, equitable or statutory cause of action arising out of, or in connection with, the operation of this Head Agreement or a Contract (including under an indemnity) for any loss recoverable in respect of the following categories of loss:
- (a) loss of income, revenue or profits;
 - (b) loss of opportunity or goodwill;
 - (c) loss of anticipated savings or business; or
 - (d) consequential losses, being such losses as may reasonably be supposed to have been in the contemplation of the parties, at the time they entered into this Head Agreement or a Contract, as the probable result of breach of this Head Agreement or the Contract, other than losses such as may fairly and reasonably be considered as arising naturally from the relevant breach.
- 19.2.2 For the avoidance of doubt, **clause 19.2.1** does not apply to, and is not intended to apply to, Fees payable for Services provided by the Service Provider under the terms of the Head Agreement or a Contract.

19.3 **Indemnity**

- 19.3.1 Subject to **clause 19.5.1** and **clause 19.6.2**, the Service Provider must indemnify an Entity from and against any:
- (a) cost or liability incurred by the Entity;
 - (b) loss of or damage to property of the Entity; or
 - (c) loss or expense incurred by the Entity in dealing with any claim against it including reasonable legal costs and expenses and the cost of time spent, resources used or disbursements paid by the Entity,
- arising from:

- (d) a breach by the Service Provider or its Personnel or Subcontractor of an obligation of confidentiality, privacy or security under this Head Agreement or a Contract;
 - (e) an unlawful or negligent act or omission of the Service Provider or its Personnel or Subcontractors in connection with a Contract; or
 - (f) an allegation by a third party that any Ordered Services or use of the Ordered Services infringes the Intellectual Property rights or Moral Rights of the third party.
- 19.3.2 For the purposes of **clause 19.3.1(f)**, an “infringement” of Intellectual Property rights includes unauthorised acts which would, but for the operation of section 163 of the *Patents Act 1990* (Cth), section 100 of the *Designs Act 2003* (Cth), section 183 of the *Copyright Act 1968* (Cth) and section 25 of the *Circuit Layouts Act 1989* (Cth), constitute an infringement.
- 19.3.3 The right of an Entity to be indemnified under this **clause 19.3** is in addition to, and not exclusive of, any other right, power or remedy provided by Law, but the Entity is not entitled to be compensated in excess of the amount of the relevant cost, liability, loss, damage or expense.
- 19.3.4 This **clause 19.3** survives the expiration or termination of this Head Agreement or a Contract.

19.4 **Management of claims**

- 19.4.1 If an Entity wishes to enforce an indemnity under this **clause 19**, it must:
- (a) give written notice to the Service Provider and Finance as soon as practicable;
 - (b) in the case of a claim by a third party, permit the Service Provider, at the Service Provider’s expense, to handle all negotiations for settlement and, as permitted by Law, to control and direct any settlement negotiation or litigation that may follow; and
 - (c) provide all reasonable assistance to the Service Provider in the handling of any such negotiations and litigation.
- 19.4.2 If the Service Provider is to handle negotiations or conduct litigation on behalf of the Entity, the Service Provider must:
- (a) comply with applicable government policy and obligations relevant to the conduct of the litigation and any settlement negotiations as if the Service Provider was the Entity (including the Commonwealth’s *Legal Services Directions 2017* and any direction issued by the Attorney–General);
 - (b) keep the Entity and Finance informed of any significant developments relating to the conduct of the defence or settlement of any claim;
 - (c) give the Entity all information and documents reasonably requested by the Entity (with the exception of information or documents that are protected by legal professional privilege), to enable the Entity to determine whether the

defence or settlement by the Service Provider of any claim is being conducted in accordance with applicable government policy and obligations (including any requirements relating to legal professional privilege and confidentiality); and

(d) comply with any reasonable conditions imposed by the Entity.

19.5 Contribution and mitigation

19.5.1 The Service Provider's liability under or in connection with this Head Agreement or a Contract (including under the indemnity in **clause 19.3.1**) will be reduced:

(a) proportionately to the extent that any act or omission of the Entity or its Personnel contributed to the relevant cost, liability, loss, damage or expense; and

(b) in accordance with any applicable legislative proportionate liability provision.

19.5.2 Each party must use all reasonable endeavours to mitigate its losses and expenses arising under or in connection with a breach of this Head Agreement or a Contract.

19.6 Supervision and direction of Professional Contractors

19.6.1 For the avoidance of doubt, any Professional Contractor provided to the Entity is taken to be under the supervision, direction and control of the Entity from the time that person takes up an engagement with the Entity and continues for the Order Term, as specified in the Order, unless the Contract is terminated in accordance with **clause 28**.

19.6.2 Finance and each Entity agree that the Service Provider is not liable (including under an indemnity) for the advice or any other work output provided by a Professional Contractor under a Contract, and will not make any claim against the Service Provider for any such advice or work output. However, nothing in this **clause 19.6.2** relieves the Service Provider from its obligations under this Head Agreement or any Contract, including obligations in respect of the conduct of Professional Contractors (for example, under **clause 23 (Confidentiality)**, **24 (Security)** or **25 (Privacy)**).

20 Intellectual Property rights

20.1 Rights in Contract Material

20.1.1 Subject to **clause 20.1.2**, and except to the extent stated otherwise in an Order, Intellectual Property in all Contract Material vests or will vest in the Commonwealth.

20.1.2 **Clause 20.1.1** does not affect the ownership of Intellectual Property in any Existing Material of the Service Provider or a third party.

20.1.3 The Service Provider grants to the Entity a permanent, irrevocable, world-wide, royalty-free, fully paid-up, transferable, non-exclusive licence (including a right of sub-licence), to use, reproduce, adapt, modify, distribute and communicate any Existing Material incorporated into the Contract Material, in conjunction with the Contract Material for any Commonwealth purpose (other than for commercial exploitation).

20.1.4 The Service Provider agrees to ensure any Entity Material provided to the Service Provider is used only for the purpose of providing the Services, and strictly in accordance with any conditions or restrictions specified in an Order and any direction from the Entity.

20.1.5 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 in the Existing Material and Contract Material in the manner provided for in this **clause 20.1**.

20.1.6 The Service Provider must at no cost to the Entity, obtain and maintain all Intellectual Property rights, licences or other approvals required for the lawful provision of the Services.

20.2 **Restrictions on use of Intellectual Property**

20.2.1 An Order may impose restrictions on:

(a) third party use of Contract Material, where that is appropriate in the context of the Services; and

(b) an Entity's use of the Service Provider's branding (eg its logo),

and an Entity must comply with any such restrictions, where agreed in an Order.

20.3 **Internal working papers**

20.3.1 Unless otherwise specified in an Order, the Service Provider is not required to deliver internal working papers to Finance or an Entity that are required to be retained by the Service Provider under applicable Laws or professional standards. However, such papers are subject to audit in accordance with **clause 32**.

21 Moral Rights

21.1 **General**

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

21.1.2 If **clause 21.1.1** does not apply, the Service Provider must ensure that each author of the Contract Material (including the Personnel or a Subcontractor used by the Service Provider in the provision of the Services) consents in writing to the use of the Contract Material by the Entity for the Permitted Acts, even if such use would otherwise be an infringement of their Moral Rights.

21.1.3 This **clause 21** does not apply to any Entity Material incorporated in the Contract Material.

21.2 Permitted Acts

21.2.1 In this **clause 21**, 'Permitted Acts' means:

- (a) not attributing the authorship of any Contract Material, or any content in the Contract Material (including without limitation literary, dramatic, artistic works and cinematograph films within the meaning of the *Copyright Act 1968* (Cth));
- (b) materially altering the style, format, colours, content or layout of the Contract Material and dealing in any way with the altered Contract Material;
- (c) reproducing, communicating, adapting, publishing or exhibiting any Contract Material; and
- (d) adding any additional content or information to the Contract Material.

22 Knowledge transfer

22.1 The Service Provider must ensure that the Professional Contractor undertakes the following knowledge transfer activities on an ongoing basis:

- (a) provide copies of all information, data and documents developed by a Professional Contractor under the Contract, (excluding any information, data or documents which the Entity does not either own or have a licence or other right to);
- (b) ensure all information, data and documents provided in accordance with **clause 22.1(a)** are in an editable format and on Entity-supported software systems, platforms or solutions (or in any other format reasonably requested by the Entity);
- (c) fully cooperate with the Entity and any third party (including any other Professional Contractor or APS employee) as directed by the Entity, and do all tasks and things as may be reasonably necessary, to ensure a smooth transition to that third party;
- (d) be available to answer questions from the Entity (acting reasonably) in relation to the Services provided under the Contract; and
- (e) if requested by the Entity or specified in an Order:
 - (i) collaborate with Entity Personnel to develop solutions to challenging stages or components of the engagement and share key learnings and new ideas;
 - (ii) provide training related to the Services that were provided under the Contract to Entity Personnel and any third party; and
 - (iii) undertake any other activities, and provide any other information related to the Services that were provided under the Contract, as reasonably requested by the Entity.

22.2 Without limiting the Service Provider's obligations under **clause 22.1**, the Entity may direct the Professional Contractor to perform its obligations under **clause 22.1** within a particular period, and if so directed, the Professional Contractor must perform its obligations under **clause 22.1** within that period. To avoid doubt, the relevant period may be within the term of the Contract, or may extend beyond the Order Term where reasonable.

23 Confidentiality

23.1 Disclosure and use of Confidential Information

23.1.1 Subject to **clause 23.2**, 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.

23.1.2 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.

23.1.3 Subject to **clause 23.2**, a party must not use any Confidential Information of the other party other than for the purpose for which the Confidential Information was provided.

23.2 Exceptions to obligations

23.2.1 The obligations of each party under this **clause 23.2** will not be taken to have been breached to the extent that Confidential Information:

- (a) is disclosed by a party to its Personnel or Subcontractors, or used by a party solely in order to comply with obligations, or to exercise rights, under this Head Agreement or any Contract;
- (b) is disclosed to or used by a party's internal management or internal business services Personnel, solely to enable effective management or auditing of Head Agreement-related or Contract-related activities;
- (c) is used by Finance to create Non-identifying Aggregated Information or where Non-identifying Aggregated Information is disclosed by Finance for any purpose;
- (d) is disclosed to advisers for advice in connection with this Head Agreement or a Contract, or to a party's insurers and their advisers in connection with any claim or apprehended claim against a party;
- (e) is shared within Finance or an Entity, or between Finance and an Entity, if this serves the Commonwealth's or the Entity's legitimate interests;
- (f) is used by Finance or an Entity, if this serves the Commonwealth's or the Entity's legitimate interests;
- (g) is disclosed by Finance or an Entity to a Commonwealth Minister and his or her advisers;

- (h) is disclosed by Finance or an Entity to third party advisers, or used by Finance or an Entity, for the purposes of Finance or that Entity preparing for an approach to market, provided that in the case of disclosure to advisers, they are subject to confidentiality obligations no less stringent than the obligations imposed on Finance or an Entity by this **clause 23**;
- (i) is disclosed by Finance or an Entity in response to a request from a House or a Committee of the Parliament of the Commonwealth, or from a State or Territory Parliament or Assembly if the relevant Entity is a State or Territory Entity;
- (j) is disclosed or used in circumstances where disclosure or use is authorised or required by Law, including under this Head Agreement or any Contract, under a licence or otherwise, to be disclosed or used; or
- (k) is in the public domain otherwise than due to a breach of this **clause 23**.

23.3 **Obligations on disclosure**

- 23.3.1 Where a party discloses Confidential Information to another person pursuant to clauses to **23.2.1(a), (b), (d), (e)** or **(h)**, the party will notify the receiving person that the information is confidential.
- 23.3.2 To avoid doubt, **clause 23.2.1(e)** includes the sharing of performance information between Entities as envisaged by **clause 8** and disclosure of information in order to administer and meet the objectives of the Panel. Entities will be informed that such information is Confidential Information. Finance will not be liable for any breach of confidentiality obligations by Entities (but this does not limit the Service Provider's right to make a claim against the relevant Entity for such a breach).

23.3.3 Where a Service Provider discloses Confidential Information to another person pursuant to **clause 23.2.1(j)** any such disclosure must be reported in writing to the Entity without delay and the text of the disclosure provided in writing to the Entity as soon as practicable.

23.4 **No reduction in privacy obligations**

23.4.1 Nothing in this **clause 23** limits any obligation which either party may have under Law including the Privacy Act, any applicable State or Territory privacy legislation, or under a Contract, in relation to the protection of Personal Information.

23.5 **Written undertaking**

23.5.1 The Service Provider agrees, on request by an Entity at any time, to arrange for its Personnel and Subcontractors who will have access to Confidential Information, to give a written undertaking in a form acceptable to the Entity relating to the use and non-disclosure of Confidential Information.

23.6 **Entity Confidential Information**

23.6.1 The Service Provider agrees to secure all Entity Confidential Information in its possession or control against loss and unauthorised access, use, modification or disclosure.

23.6.2 At the expiry or early termination of a Contract, unless instructed otherwise by the Entity and subject to **clause 23.6.3**, the Service Provider must:

- (a) immediately return all Entity Confidential Information in its possession or control to the Entity; and
- (b) where Personal Information has been collected by the Service Provider for the purpose of performing Services under a Contract, destroy or deidentify that Personal Information.

23.6.3 Unless otherwise specified in a Contract, the Service Provider may retain one copy of Entity Confidential Information to the extent included in the Contract Material for its professional record keeping obligations, for its disaster recovery protocols (such as backups and archives that cannot be practicably deleted, provided that no attempt is made to recover the Confidential Information), for insurance purposes or as otherwise required by Law.

24 **Security**

24.1 **General**

24.1.1 The Service Provider agrees to comply with any applicable security requirements specified in the Protective Security Policy Framework (including those provisions relevant to Commonwealth contracted service providers), as required by an Entity in an Order.

- 24.1.2 An Order may include Additional Requirements for security.
- 24.1.3 Without limiting its obligations under this **clause 24**, the Service Provider must comply with any additional security requirements that have been notified to it by Finance or an Entity from time to time, within a reasonable time of receipt of notice from Finance or the Entity.
- 24.1.4 If the Service Provider will incur material external costs as a result of the imposition of an additional security requirement under **clause 24.1.3**, the Service Provider may seek reimbursement from Finance or the Entity (as relevant) for those costs provided they are reasonable in amount, substantiated to the reasonable satisfaction of Finance or the Entity and have been notified to Finance or the Entity prior to those costs being incurred.
- 24.1.5 The Service Provider agrees to implement security procedures to ensure that it meets its obligations under this **clause 24** and will provide reasonable details of these procedures to an Entity on request.
- 24.1.6 The Service Provider must take all necessary steps, and implement all necessary measures, to ensure that any Entity Material, which is accessed, transmitted or stored using or on the Service Provider's or a Subcontractor's information systems is:
- (a) not accessed from or stored outside Australia unless specified in an Order; and
 - (b) protected at all times from:
 - (i) unauthorised access or use by a third party; and
 - (ii) misuse, loss, damage, destruction alteration or corruption by any person.
- 24.1.7 The Service Provider must immediately notify Finance and any relevant Entity if there is a breach of the Service Provider's obligations under this **clause 24**, by the Service Provider or any of its Personnel or Subcontractors.
- 24.1.8 The Service Provider acknowledges that the Department of Defence has specific security requirements and may specify in an RFQ that a Service Provider responding to that RFQ is required to have Defence Industry Security Program membership.
- 24.1.9 If a Contract entered into with the Department of Defence specifies that Defence Industry Security Program Membership at a particular level is required, the Service Provider must obtain and maintain all elements of Defence Industry Security Program membership at the levels specified in the Contract (or an equivalent international agreement or arrangement) in accordance with Control 16.1 of the Defence Security Principles Framework for the purposes of the Contract.
- 24.1.10 If the Service Provider incurs any costs as a result of the requirement under a Contract to have and maintain Defence Industry Security Program Membership then notwithstanding any other provision of this Head Agreement or a Contract, those costs must be borne entirely by the Service Provider. For clarity, these are not additional security requirements for the purposes of **clause 24.1.4** and the Service Provider must not set out charges in respect of such costs under **clause 11.2.6(b)** in addition to the Fees or otherwise seek to pass on these costs under any provision of

this Head Agreement or a Contract that allows costs to be recovered in respect of Additional Requirements

24.2 Use of generative Artificial Intelligence

- 24.2.1 This clause 24.2 does not apply to work undertaken by a Professional Contractor provided by the Service Provider under a Contract to the extent that the relevant Entity directs the use of Artificial Intelligence.
- 24.2.2 Where the Service Provider intends to use an Artificial Intelligence program for the provision of the Services, it must:
- (a) notify Finance or the relevant Entity prior to the provision of Services with details of the proposed Artificial Intelligence; and
 - (b) obtain Finance or the relevant Entity's prior written approval for such use.
- 24.2.3 The Service Provider must:
- (a) comply with any conditions imposed by an Entity relating to the use of the generative Artificial Intelligence program(s) set out in the relevant Order or as directed from time to time; and
 - (b) without limitation, comply with its obligations in **clause 25** in relation to the use of any generative Artificial Intelligence program(s) in delivering the Services.
- 24.2.4 Finance or an Entity may issue directions to the Service Provider relating to the use of generative Artificial Intelligence program(s) which the Service Provider agrees to comply with.
- 24.2.5 The Service Provider must immediately notify Finance and any relevant Entity if there is a breach of the Service Provider's obligations under this **clause 24.2**, by the Service Provider or any of its Personnel or Subcontractors.

25 Privacy

- 25.1 The Service Provider acknowledges that it is or may be considered to be a 'contracted service provider' within the meaning of section 6 of the Privacy Act, and agrees in respect of any Personal Information obtained as a result of this Head Agreement or during the course of performing the Services under a Contract or held in the Panel Administration Platform:
- (a) to use or disclose that Personal Information only for the purposes of this Head Agreement or that Contract;
 - (b) to comply with the obligations contained in the Australian Privacy Principles (APPs) as if it were an 'agency' under the Privacy Act;
 - (c) not to do any act, or engage in any practice that would breach an Australian Privacy Principle, or which if done or engaged in by Finance or the relevant

Entity, as the case may be, would be a breach of that APP by Finance or that Entity; and

- (d) to ensure that any Service Provider Personnel and Subcontractors who are required to deal with Personal Information for the purposes of this Head Agreement or a Contract, are made aware of the obligations of the Service Provider as set out in this **clause 25**.

25.2 The Service Provider must ensure that the Professional Contractor is aware that:

- (a) the Professional Contractor's Personal Information will be disclosed to any relevant Entity and Finance and used by the relevant Entity and Finance in connection with the Professional Contractor Services; and
- (b) information about the Professional Contractor's performance under past or current Contracts may be disclosed to any relevant Entity and Finance and used by the relevant Entity and Finance in connection with the Professional Contractor Services.

25.3 The Service Provider must promptly notify the Panel Manager in respect of this Head Agreement, and the Entity Representative in respect of a Contract, and the Information Commissioner where required, if the Service Provider:

- (a) becomes aware of a breach or possible breach of any of the obligations contained in, or referred to in this **clause 25**, whether by the Service Provider or a Subcontractor;
- (b) becomes aware that a disclosure of Personal Information may be required by Law; or
- (c) receives a request or an inquiry from the Information Commissioner, or from any individual to whom any Personal Information held by the Service Provider or a Subcontractor relates, in respect of Personal Information.

25.4 If the Service Provider becomes aware of a breach or possible breach of any of the obligations contained in, or referred to in this **clause 25**, whether by the Service Provider or a Subcontractor, the Service Provider must:

- (a) provide Finance and the relevant Entity with all information requested by Finance or the relevant Entity about the event; and
- (b) take all reasonable action to mitigate the risk of the breach or possible breach causing serious harm to any of the individuals to whom it relates.

25.5 The Service Provider's obligations in this **clause 25** are in addition to, and do not restrict, any obligations it may have under the Privacy Act or the APPs including any privacy codes or principles that would apply to the Service Provider but for the application of the other provisions of this **clause 25**.

25.6 In the event of any breach of privacy, Finance's obligations are as set out in this **clause 25** and **clause 26**.

25.7 Finance is only responsible for the handling of Personal Information that is collected for the purposes of **clauses 5.2.2(a)** and **5.2.2(e)** and is not responsible for the Personal Information collected as part of each Contract between an Entity and the Service Provider and which is not collected by Finance under those clauses.

25.8 Nothing in this **clause 25** derogates from **clauses 23** or **24**.

26 Notifiable Data Breach

26.1 If the Service Provider has reasonable grounds to suspect there may have been an event which amounts to an Eligible Data Breach, the Service Provider must:

- (a) as soon as possible, but within two (2) Business Days, notify Finance and the relevant Entity;
- (b) comply with its obligations under the Privacy Act in relation to that event;
- (c) provide Finance and the relevant Entity with all information requested by Finance or the relevant Entity about the event;
- (d) take all reasonable action to mitigate the risk of the Eligible Data Breach causing serious harm to any of the individuals to whom it relates; and
- (e) if requested, allow Finance or an Entity to participate in the Service Provider's assessment of the event and whether it amounts to an Eligible Data Breach, provided that Finance's participation will be in accordance with the Service Provider's reasonable security and confidentiality requirements.

26.2 If the Service Provider, after complying with **clause 26.1**, determines that an Eligible Data Breach has occurred and notification of that Eligible Data Breach is required under the Privacy Act:

- (a) the parties must meet to discuss and endeavour to agree who will issue the notification (but if the parties are unable to agree, then Finance will, acting reasonably, decide which party will issue that notification);
- (b) if the Service Provider is to issue the notification, then the Service Provider must:
 - (i) as soon as possible provide Finance with a draft of the notification;
 - (ii) make any changes to the draft notification that are reasonably required by Finance; and
 - (iii) issue the notification in accordance with the requirements of the Privacy Act (including any applicable time periods); and
- (c) if Finance is to issue the notification, then Finance must:
 - (i) as soon as possible notify the Service Provider and provide a draft of the notification;

- (ii) make any changes to the notification that are reasonably required by the Service Provider for consistency with the Privacy Act; and
- (iii) issue the notification in accordance with the requirements of the Privacy Act (including any applicable time periods).

26.3 The Service Provider must ensure that:

- (a) Finance is promptly notified of any investigation or other action taken by the Privacy Commissioner in connection with any actual or suspected Eligible Data Breach, or notification in relation to that matter; and
- (b) Finance is kept informed in relation to that investigation or other action.

26.4 The parties acknowledge and agree that nothing in this **clause 26** affects their obligations under the Privacy Act.

27 Suspension from Panel

27.1 Suspension due to non-compliance

27.1.1 Finance may suspend the Service Provider from providing Services under the Panel, by written notice to the Service Provider, if:

- (a) the Service Provider has materially breached this Head Agreement (including a breach of a provision referenced in clause **28.1.2**) or Finance has a right to terminate this Head Agreement;
- (b) the Service Provider has breached any of the Integrity Requirements;
- (c) Finance has received substantiated evidence of continuous or substantial negative feedback from one or more Entity in respect of the performance of the Service Provider in connection with the Panel;
- (d) Finance reasonably considers that the Service Provider is not providing the Ordered Services to Entities in accordance with this Head Agreement; or
- (e) the Service Provider fails to use or participate in the Panel Administration Platforms as required under **clause 5.5.3(a)** and fails to remedy this within 20 Business Days of notification by Finance; or
- (f) there is any serious or ongoing failure by the Service Provider to achieve the agreed Service Levels.

27.1.2 Any suspension of the Service Provider may apply to any one or more Service Areas or Service Categories and may be for any period of time.

27.1.3 Before Finance suspends the Service Provider, Finance will provide the Service Provider with the reasons for any proposed suspension and, except where the reason for the suspension is that the Service Provider has materially breached this Head Agreement and the breach is not capable of remedy:

- (a) consider any feedback provided by the Service Provider within the timeframes reasonably required by Finance; and
- (b) allow the Service Provider a reasonable opportunity to rectify the issues that would entitle Finance to suspend the Service Provider, within any timeframe specified in **clause 27.1.1** or as reasonably required by Finance.

27.1.4 If the Service Provider is suspended:

- (a) the Service Provider must not enter into any further Contract in respect of the suspended Service Areas or Service Categories;
- (b) the Service Provider must immediately notify Finance if it receives any request to enter into a Contract or any Request for Quotation in respect of the suspended Service Areas or Service Categories;
- (c) must not respond to the request to enter into a Contract or Request for Quotation (other than to inform the requesting party that the Service Provider is not able to respond to that request); and
- (d) all other provisions of this Head Agreement and any existing Contracts not affected by the suspension continue.

27.1.5 Finance may at any time lift a suspension by notifying the Service Provider. Finance must lift the suspension promptly after the Service Provider demonstrates to Finance's reasonable satisfaction that the Service Provider has rectified the issues that caused the suspension.

27.1.6 If:

- (a) any suspension is not lifted within three (3) calendar months;
- (b) Finance has reasonable grounds to believe that the Service Provider no longer supplies Services that meet the requirements under **Schedule 2 (Professional Contractor Services)** or a particular Service Areas or Service Category, or Work Level Standard; or
- (c) the Service Provider requests,

then Finance may un-approve the Service Provider in respect of any or all of the suspended or removed Service Areas or Service Categories, or Work Level Standard by written notification to the Service Provider, and this Head Agreement is taken to be varied with effect from the date specified in the notice from Finance.

28 Termination

28.1 Termination of Head Agreement for default

28.1.1 Finance may, with immediate effect, terminate this Head Agreement for default, by written notice to the Service Provider, if the Service Provider:

- (a) commits a material breach of a provision of this Head Agreement which is not capable of remedy;
- (b) commits a material breach of a provision of this Head Agreement which is capable of remedy, but where the Service Provider fails to remedy the breach within 10 Business Days, unless otherwise agreed by Finance, after being given written notice by Finance to remedy the breach;
- (c) commits a breach of a provision of this Head Agreement which is capable of remedy, but where the Service Provider fails to remedy the breach within 30 days after being given written notice by Finance to remedy the breach;
- (d) becomes aware that Personnel or Subcontractors of the Service Provider have committed a breach of national security or without written authorisation released Commonwealth Confidential Information to a third party;
- (e) is found to have provided false or misleading information to Finance or an Entity in respect of any aspect of their participation on the Panel;
- (f) being a corporation, subject to Finance complying with any requirements under the Corporations Act, comes under one of the forms of external administration referred to in chapter 5 of the Corporations Act, has an order made against it for the purpose of placing it under external administration or is unable to pay all its debts when they become due;
- (g) being an individual or partnership, becomes bankrupt or enters into a scheme of arrangement with creditors or is unable to pay all its debts when they become due;
- (h) fails to notify Finance of a Change of Control in accordance with **clause 16.14.1**; or
- (i) in Finance's reasonable opinion, no longer has the capacity or capability to provide the Services in accordance with this Head Agreement.

28.1.2 For the purposes of **clause 28.1.1**, a breach of the following clauses will constitute a material breach not capable of remedy:

- (a) **clause 16 (Commonwealth Laws and policy requirements)**;
- (b) **clause 20 (Intellectual Property Rights)**;
- (c) **clause 21 (Moral Rights)**;
- (d) **clause 23 (Confidentiality)**;
- (e) **clause 24 (Security)**;
- (f) **clause 25 (Privacy)**; and
- (g) a warranty provided for in **clause 17**.

28.1.3 If this Head Agreement is terminated for default:

- (a) the Service Provider may no longer participate, from the date of the termination, in the Panel with respect to entering any new Contract to provide Services to Entities; and
- (b) an Entity which is a party to an existing Contract with the Service Provider under the Panel may, at its discretion, terminate that Contract for default as well.

28.2 Termination of Contract for default

28.2.1 If the Service Provider fails to satisfy any of its obligations under a Contract and the failure is:

- (a) not capable of remedy, the Entity may, by notice terminate the Contract immediately;
- (b) a failure to comply with any of the Integrity Requirements (whether or not capable of remedy), the Entity may, by notice terminate the Contract immediately; or
- (c) capable of remedy, the Entity may, by notice require that the failure be remedied within a reasonable time as specified in the notice and, if not remedied within that time, may terminate the Contract immediately by giving a second notice. For the avoidance of doubt, an Entity may (but is not required to) give the Service Provider an opportunity to remedy a failure to comply with an Integrity Requirement under this **clause 28.2.1(c)**.

28.2.2 The Entity may also by notice, terminate a Contract immediately (but without prejudice to any prior right of action or remedy which either party has or may have) if the Service Provider:

- (a) fails to notify the Entity of a Change of Control in accordance with **clause 16.14.1**;
- (b) being a corporation, subject to the Entity complying with any requirements under the *Corporations Act 2001* (Cth), comes under one of the forms of external administration referred to in chapter 5 of the Corporations Act, has an order made against it for the purpose of placing it under external administration or is unable to pay all its debts when they become due;
- (c) being an individual or partnership, becomes bankrupt or enters into a scheme of arrangement with creditors or is unable to pay all its debts when they become due;
- (d) commits any breach for which a Contract provides that a notice of termination for default may be given;
- (e) has their Head Agreement terminated for default under **clause 28.1**; or
- (f) has any other Contract terminated for default under **clause 28.2**.

28.2.3 The Service Provider may only terminate a Contract by issuing a notice to terminate if:

- (a) the Entity has not paid a correctly rendered Tax Invoice that is not disputed by the Entity within 40 Business Days after payment was due (the date that the payment was due, being the **Payment Due Date**) provided that the Service Provider has:
 - (i) notified the Entity in writing of its claim for payment within 20 Business Days after the Payment Due Date; and
 - (ii) subsequently notified the Entity of nonpayment within 40 Business Days after the Payment Due Date (and at least 10 Business Days has elapsed since the first notice was provided); or
- (b) the Entity breaches a material provision and has failed to remedy the breach within 40 Business Days or such other period agreed by the parties after receiving a notice requiring it to remedy the breach.

28.3 **Service Provider must notify breaches and change in circumstances**

28.3.1 The Service Provider must immediately notify Finance if there is a breach of this Head Agreement, and must immediately notify the Entity if there is a breach of any Contract, by the Service Provider or any of its Personnel or Subcontractors.

28.3.2 The Service Provider must immediately notify Finance if any of the events referred to in **clauses 28.1, 28.2** occurs or is likely to occur, and provide reasonable details of the circumstances of the event as soon as reasonably practicable after notification.

28.3.3 The Service Provider must promptly provide Finance with any further information reasonably requested by Finance in relation to any such event.

28.3.4 Nothing in this **clause 28.3** limits Finance's or an Entity's rights under this Head Agreement or a Contract in relation to any such event.

28.4 **Termination or reduction of Head Agreement for convenience**

28.4.1 Finance may terminate this Head Agreement, or reduce the scope of Services provided on the Panel, for any reason on 30 days prior written notice to the Service Provider, including without limitation if the Service Provider undergoes a Change of Control.

28.5 **Termination or reduction of Contract for convenience**

28.5.1 An Entity may by 30 Business Days' notice, at any time and in its absolute discretion terminate a Contract, or reduce the scope of any Ordered Services, including without limitation if the Service Provider undergoes a Change of Control.

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

- (a) stop or reduce work as specified in the notice;
- (b) use all reasonable endeavours to mitigate its costs incurred as a result of such termination or reduction; and
- (c) continue work on any part of any Ordered Services not affected by the notice.

- 28.5.3 In the event of termination under **clause 28.5.1**, the Entity will be liable only:
- (a) to pay any Fees due under a Contract relating to Ordered Services completed before the date of termination. Where the Service Provider is able to substantiate the level of effort and time it has spent providing the Ordered Services to the reasonable satisfaction of the Entity, then the Entity will pay Fees for Ordered Service completed before the date of termination calculated as the Fees that would have been payable on a time and materials basis to perform the relevant Services; and
 - (b) to the extent not recovered under **clause 28.5.3(a)**, the costs properly, unavoidably and directly incurred as a result of such termination or reduction (excluding: (i) the cost of redundancies, redeployment or other costs associated with employment actions taken as a result of the termination or reduction (ii) the costs of termination of Subcontractors; and (iii) costs relating to premises) and which can be substantiated to the Entity's reasonable satisfaction.
- 28.5.4 The Entity will not be liable to pay amounts under **clause 28.5.3(a)** and **28.5.3(b)** which would, added to any Fees already paid to the Service Provider under a Contract, together exceed the Fees specified in an Order.
- 28.5.5 In the event of a reduction in the scope of any Ordered Services, the Entity's liability to pay Fees, allowances or costs under any relevant Contract will reduce in accordance with the reduction in the Ordered Services.
- 28.5.6 The Service Provider will not be entitled to compensation for loss of prospective profits.
- 28.6 **Effect of expiry, termination, or reduction**
- 28.6.1 The expiry, termination, or reduction in scope of this Head Agreement does not automatically terminate or otherwise affect the operation of any Contract entered into with an Entity pursuant to this Head Agreement prior to the date of expiration, termination, or reduction.
- 28.6.2 Where this Head Agreement has been:
- (a) terminated or has expired in accordance with this **clause 28**, the Service Provider must not accept a new Order or an extension of an existing Order entered into with an Entity prior to the date of termination or expiration; or
 - (b) reduced in scope in accordance with **clause 28.4**, the Service Provider must not accept a new Order or an extension of an existing Order entered into with an Entity prior to the date of reduction where such Order relates to Services under a Service Area or Service Category from which the Service Provider has been removed.
- 28.6.3 Upon notice of:

- (a) termination, Finance will promptly remove the Service Provider from the Panel;
or
- (b) reduction in scope, Finance will promptly remove the Service Provider from one or more Service Areas or Service Categories under which the Service Provider has been appointed to provide Services under the Panel.

29 Force Majeure

- 29.1 Neither party is liable to the other for either a delay, or a failure, to perform an obligation (other than an obligation of payment) under either this Head Agreement, or a Contract, to the extent such delay, or failure, results from a Force Majeure Event.
- 29.2 The party affected by a Force Majeure Event must provide the other party with notice of the Force Majeure Event, including details of the circumstances giving rise to the event, as soon as reasonably practicable.
- 29.3 Despite any other provision of this Head Agreement or a Contract, if a party is unable to perform or is delayed in performing an obligation under this Head Agreement or a Contract in accordance with this **clause 29**, and a notice has been given in accordance with **clause 29.2**, then that obligation is suspended but only so far and for so long as it is affected by the Force Majeure Event.

30 Issue and dispute resolution

30.1 Interpretation

- 30.1.1 In this **clause 30**, a reference to a 'party' is a reference to the Service Provider, Finance or an Entity, as the case may be.

30.2 Escalation of issues to Finance

- 30.2.1 Where the Service Provider is unable to resolve a complaint or issue with an Entity, the Service Provider, or the Entity, may request that Finance intervenes to assist in resolving the issue. Finance will not be the independent third person referred to in **clause 30.3.1**.

30.3 Procedure for dispute resolution

- 30.3.1 The parties agree that a dispute arising under this Head Agreement or a Contract will be dealt with as follows:
 - (a) within 5 Business Days the party claiming that there is a dispute will give the other party a notice setting out the nature of the dispute;
 - (b) each party will use genuine steps to resolve any dispute by direct negotiation in the first instance;
 - (c) if the dispute cannot be resolved within 10 Business Days of the notice, 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 10 Business Days after the nomination of a representative in accordance with **clause 30.3.1(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 or otherwise assist the parties reach a resolution, in which case the role of the third person will be non-binding;
- (f) the parties will cooperate fully with any process instigated under **clause 30.3.1(e)** in order to achieve a speedy resolution; and
- (g) if:
 - (i) a resolution is not reached within 20 Business Days after the dispute is referred to an independent third person in accordance with **30.3.1(e)**; or
 - (ii) if no agreement as to an independent third person or resolution of dispute is reached following 30 Business Days commencing on the nomination of a representative in accordance with **clause 30.3.1(c)**,

either party may commence legal proceedings.

30.4 **Costs**

- 30.4.1 Each party will bear its own costs of complying with this **clause 30** and the parties will bear equally the cost of any third person engaged under **clause 30.3.1(e)**.

30.5 **Continued performance**

- 30.5.1 Despite the existence of a dispute, the Service Provider must (unless requested in writing by an Entity not to do so) continue to perform any Ordered Services.

30.6 **Exemption**

- 30.6.1 This **clause 30** does not apply to:

- (a) action by an Entity 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.

31 **Books and records**

- 31.1.1 The Service Provider must keep adequate books and records, in accordance with Accounting Standards, in sufficient detail to enable the amounts payable by an Entity under a Contract to be determined.

- 31.1.2 The Service Provider must, in the performance of its obligations under this Head Agreement, and any Contract, at all times comply with any applicable requirements of the *Archives Act 1983* (Cth) and any Records Disposal Authority issued under that Act in respect of Commonwealth or Entity records which are under the custody or control of the Service Provider.

32 Audit and access

32.1 Right to conduct audit

- 32.1.1 Upon reasonable notice, the Service Provider agrees to provide access to the Service Provider's premises to conduct audits relevant to the performance of the Service Provider for:

- (a) this Head Agreement, to Finance, or a person or organisation nominated by Finance; or
- (b) a Contract, to the Entity's Representative or a person or organisation nominated by the Entity.

- 32.1.2 Audits may be conducted of:

- (a) the Service Provider's operational practices and procedures as they relate to this Head Agreement and any Contract (including security procedures);
- (b) the Fees and the accuracy of the Service Provider's invoices and reports in relation to the provision of Services under this Head Agreement and any Contract;
- (c) the Service Provider's compliance with its confidentiality, privacy, security and other obligations under this Head Agreement and any Contract;
- (d) the Service Provider's obligation to supply the Ordered Services as detailed in the Order in accordance with relevant Australian Standards, best practice and guidelines or where none apply, relevant international industry standards, best practice and guidelines as required under **clause 13.1.1(c)**; and
- (e) Material (including accounts and records) in the possession of the Service Provider relevant to the Services or this Head Agreement or any Contract.

- 32.1.3 The rights referred to in **clause 32.1.1** are subject to:

- (a) Finance or an Entity providing reasonable prior notice;
- (b) compliance with reasonable security procedures in place at the premises;
- (c) restrictions on access under applicable Laws; and
- (d) if reasonably required by the Service Provider, execution of a deed of confidentiality by the persons to whom access is given.

- 32.1.4 The Auditor-General, the Information Commissioner, and their delegates are persons authorised for the purposes of this **clause 32**.

32.1.5 Despite any other clause in this Head Agreement, the Service Provider is not required to disclose to an auditor any Service Provider Proprietary Information or any other information which, if disclosed, would cause the Service Provider to breach any mandatory regulations or applicable Laws.

32.1.6 This **clause 32** does not detract from the statutory powers of the Auditor-General, the Information Commissioner and their delegates.

32.2 **Access to documents**

32.2.1 In this **clause 32.2**, “**document**” and “**Commonwealth contract**” have the same meaning as in the FOI Act.

32.2.2 This **clause 32.2** only applies to the extent that the arrangements between the Service Provider and:

- (a) Finance under this Head Agreement; or
- (b) an Entity under any Contract,

meet the definition of a Commonwealth contract under the FOI Act.

32.2.3 Where Finance or an Entity receives a request under the FOI Act for access to a document that:

- (a) was created by or is in the possession of the Service Provider, its Personnel or any Subcontractor; and
- (b) relates to the performance of this Head Agreement or any Contract under it,

then Finance or the Entity (as relevant) may at any time by written notice require the Service Provider to provide that document and the Service Provider must, at no additional cost to Finance or the Entity (as relevant), promptly comply with the notice.

33 **Conflict of Interest**

33.1.1 The Service Provider warrants to Finance and each Entity that, to the best of its knowledge after making diligent inquiry at each Order Commencement Date, no Conflict of Interest except as disclosed in writing to the relevant Entity, exists or is likely to arise in the performance of the Ordered Services.

33.1.2 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 of Interest; and
- (b) any Personnel and Subcontractors 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 the Ordered Services to an Entity fairly and independently.

33.1.3 If, a Conflict of Interest arises, or appears likely to arise, the Service Provider agrees:

- (a) to notify the relevant Entity immediately;

- (b) to the extent possible, make full disclosure of all relevant information relating to the Conflict of Interest; and
- (c) to take any steps the relevant Entity reasonably requires to resolve or otherwise deal with the Conflict of Interest.

33.1.4 If the Service Provider fails to notify an Entity in accordance with **clause 33.1.3(a)** or does not comply with the Entity's reasonable requirements to resolve or otherwise deal with the Conflict of Interest, the Entity may terminate the relevant Contract or Contracts in accordance with **clause 28.2** (Termination of Contract for Default).

34 Notices and other communications

34.1 Service of notices

34.1.1 A notice must be in writing and is deemed to have been given if:

- (a) it is delivered by hand, on the date on which it is delivered;
- (b) it is sent by post, on the day upon which it would be delivered in the normal course of post; or
- (c) transmitted electronically, with proof of a successful transmission (provided that the sender does not receive subsequent notification that that the notice failed to transmit).

34.1.2 The address for service of notice of each party of this Head Agreement is set out in **Item 7 of Schedule 1 (Head Agreement Details)**, or such other address as is notified by the party from time to time.

34.1.3 The address for notices for an Entity will be set out in an Order issued by the Entity to the Service Provider.

34.2 Variations

34.2.1 Finance can propose a variation to this Head Agreement by issuing a Deed of Variation in the format provided in **Schedule 15 (Deed of Variation)**.

34.2.2 The Service Provider can propose a variation to this Head Agreement by issuing a Deed of Variation in the format provided in **Schedule 15 (Deed of Variation)**.

34.2.3 No variation to this Head Agreement will be effective unless the Deed of Variation is signed by the First Finance Senior Executive and the Service Provider's Senior Executive.

34.2.4 Variations to this Head Agreement will become effective on the date the last party signs the Deed of Variation.

34.2.5 A Contract may not be varied unless the Entity and the Service Provider have agreed to that variation in writing, which may be in the format provided in **Schedule 11 (Order Variation Template)**.

35 Miscellaneous

35.1 Entire Agreement

35.1.1 This Head Agreement and each 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.

35.2 Survival

35.2.1 The following clauses survive the expiry or termination of this Head Agreement or any Contract:

- (a) any clause expressly stated to survive, or which by its nature or operation survives, the expiry or termination of this Head Agreement or any Contract, in accordance with that clause;
- (b) any provision relating to liability or indemnity;
- (c) **13.2 (Inquiries);**
- (d) **18 (Insurance);**
- (e) **19 (Liability);**
- (f) **20 (Intellectual Property rights);**
- (g) **22 (Knowledge transfer);**
- (h) **23 (Confidentiality);**
- (i) **24 (Security);**
- (j) **25 (Privacy);**
- (k) **28 (Termination);**
- (l) **30 (Issue and dispute resolution);**
- (m) **31 (Books and records);**
- (n) **32 (Audit and access);**
- (o) **35 (Miscellaneous);** and
- (p) any other provision which expressly or by implication from its nature is intended to continue.

35.3 **Approvals and consents**

35.3.1 Except where this Head Agreement expressly states otherwise, a party may, in its discretion, give conditionally or unconditionally, or withhold, any approval or consent under this Head Agreement or a Contract.

35.4 **Assignment and novation**

35.4.1 The Service Provider must not assign or novate its rights or obligations:

- (a) under this Head Agreement without the prior written consent of Finance; or
- (b) under a Contract without the prior written consent of the relevant Entity.

35.4.2 Where the Service Provider wishes to assign or novate its rights or obligations under this Head Agreement, the Service Provider must provide the Panel Manager with a completed Deed of Novation in the form provided at **Schedule 16 (Deed of Novation)**.

35.4.3 Finance or an Entity will conduct due diligence on any new entity proposed for an assignment or novation, including in respect of their compliance with Integrity Requirements.

35.5 **Waiver**

35.5.1 A failure or delay by a party to exercise any right or remedy it holds under this Head Agreement, any Contract, or at Law does not operate as a waiver of that right.

35.5.2 A single or partial exercise by a party of any right or remedy it holds under this Head Agreement, any 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.

35.6 **Announcements**

35.6.1 The Service Provider must, before making a public announcement in connection with this Head Agreement or any Contract, or any transaction contemplated by this Head Agreement or any Contract, obtain Finance's, or in the case of a Contract, Finance's and the relevant Entity's, written agreement to the public announcement, except to the extent the announcement is required under the rules of a stock exchange.

35.7 **Governing Law and jurisdiction**

35.7.1 This Head Agreement, and any Contract, is to be construed in accordance with, and any matter related to it is to be governed by, the Laws of the Australian Capital Territory, or in relation to a Contract, any other Australian jurisdiction specified in the Order.

35.8 **Costs, duties and taxes**

35.8.1 Each party must pay its own costs of negotiating, preparing and executing this Head Agreement and any Order.

35.9 **Counterparts**

35.9.1 This Head Agreement and any Contract may be executed in counterparts. All executed counterparts constitute one document.

Schedule 1 Head Agreement Details

Item 1 **Panel Manager**
(clause 1.1)
Director, People Panel Contract Management

Strategic Contracting Branch

Department of Finance

Item 2 **First Finance Senior Executive**
(clause 1.1)
Assistant Secretary, Strategic Contracting Branch

Department of Finance

Item 3 **Second Finance Senior Executive**
(clause 1.1)
First Assistant Secretary, Procurement Division

Deputy Secretary, Commercial Group

Department of Finance

Item 4 **Service Provider's Representative**
(clause 1.1)
<Name>

<Position>

<Contact number>

<Email address>

Item 5 **Service Provider's Senior Executive**
(clause 1.1)
<Name>

<Position>

<Contact number>

<Email address>

Item 6 Service Provider’s Entity Contact

(clause 1.1) <Name>

<Position>

<Contact number>

<Email address 1>

<Email address 2>

Item 7 Address for notices
(clause 34)

(a) **Finance**

Director, People Panel Contract Management Department of Finance

One Canberra Avenue

Forrest ACT 2603

Email: peoplepanelcontract@finance.gov.au

(b) **Service Provider**

<Name>

<Position>

<Physical address>

<Email address>

Item 8 Service Provider’s Panel Administration Platform Representative

(clause 1.1) <Name>

<Position>

<Contact number>

<Email address 1>

<Email address 2>

Item 9 Type of Service, Relevant Service Area, Service Categories and
(clause **Work Level Standards**
2.1.3)

as set out in **Schedule 8**

Schedule 2 Professional Contractor Services

PART A – SERVICES DESCRIPTION

1 Introduction

- 1.1 This **Schedule 2** (Professional Contractor Services) sets out all the available Service Areas, Service Categories, and Work Level Standards for the Professional Contractor Services, however the Service Provider is only eligible to provide the Service Categories listed in **Item 9 of Schedule 1** (Head Agreement Details).

2 Relevant Service Area, Service Categories, or Work Levels Standards

- 2.1 The Service Provider is approved to provide only those of the relevant Service Areas, Service Categories, and Work Level Standards specified in **Item 9 of Schedule 1 (Head Agreement Details)**.

3 General obligations in respect of Professional Contractor Services

- 3.1 It is the Entity's responsibility to properly induct, supervise, manage, direct and allocate tasks to Professional Contractors provided to the Entity by the Service Provider. However, nothing in this **clause 3.1** relieves the Service Provider from its obligations under this Head Agreement or any Contract, including obligations in respect of the conduct of Professional Contractors (for example, under **clause 23 (Confidentiality)**, **24 (Security)** or **25 (Privacy)**).
- 3.2 When providing Professional Contractor Services, the Service Provider must:
- (a) manage the entire process of advertising for, and sourcing candidates, including conducting interviews and any other recruitment processes;
 - (b) ensure that the Professional Contractor is registered in the Panel Administration Platform and has a unique ID;
 - (c) where an Entity specifies a particular software system, platform or solution in a Contract, use that software system, platform or solution in relation to the provision of the Services, at no additional cost to the Entity;
 - (d) ensure that all people the Service Provider provides as Professional Contractors are suitably qualified and appropriately skilled for the role they will be undertaking, and specifically the Service Provider must ensure that:
 - (i) all Professional Contractors are appropriate for the role scope, key duties and responsibilities, and have the candidate key attributes, capabilities and/or experience for the role as outlined by the Entity;

- (ii) all Professional Contractors candidates are able to meet the relevant Work Level Standards specified in **Item 9 of Schedule 1 (Head Agreement Details)**; and
- (iii) all Professional Contractors act at the direction of the Entity in relation to work to be performed, and any Additional Requirements the Entity may have (e.g. relating to security, access, hours of work, confidentiality and privacy);
- (e) maintain suitable systems and processes for identifying and validating particular qualifications (educational and professional) and personal skills of Professional Contractors and validating any candidate's skills and qualifications before offering them to the Entity;
- (f) undertake relevant searches and sourcing activities based on the requirements identified in any RFQ and position descriptions provided by the Entity;
- (g) ensure that all Professional Contractors are aware of, and comply with, all confidentiality, privacy and secrecy obligations required by an Entity (including as set out in any undertaking signed by a Professional Contractor) for the duration of their engagement and any relevant period thereafter;
- (h) provide Professional Contractors in the roles, for the duration of engagement, and at the times and location(s), specified by an Entity;
- (i) have appropriate administrative procedures in place to manage the Service Provider's relationship with Professional Contractors and to ensure that the Service Provider satisfies all of its legal obligations in respect of Professional Contractor entitlements, including as described in **clause 14**;
- (j) maintain a single point of contact for Entities with nominated 'Account Managers' for each Entity;
- (k) attend and participate in governance meetings for the effective conduct and management of its responsibilities under a Contract, at the times specified in a Contract; and
- (l) create and maintain records of all Professional Contractors who are placed with an Entity.

3.3 The Service Provider must satisfy all legal obligations concerning the terms and conditions of employment or engagement for Professional Contractors, including under the *Fair Work Act 2009* (Cth), the National Employment Standards, and any applicable industrial award.

3.4 The parties acknowledge and agree that the Service Provider is responsible for making all required superannuation contributions in respect of Professional Contractors, and no Entity is required to make any superannuation contributions in respect of any Professional Contractors under any Contract.

PART B – ENGAGEMENT OF PROFESSIONAL CONTRACTORS

4 Pre-engagement checks

4.1 Unless specified otherwise in a Contract, the Service Provider must, at the cost of the Service Provider, ensure that prior to commencing an engagement with an Entity, all Professional Contractors:

- (a) have undergone a criminal history assessment or police check;
- (b) have undergone a medical check or fitness assessment, in accordance with **clause 23**;
- (c) have obtained the specified security clearance by an Entity;
- (d) are Australian citizens or in the case of persons who are not Australian citizens, are entitled to work in Australia;
- (e) have obtained any other relevant clearances required by an Entity (e.g. Employment Suitability Clearance, working with children and/or vulnerable persons, disability services or in the aged care sector); and
- (f) have undertaken any additional checks and obtained any additional clearances required by a Contract.

4.2 Unless specified otherwise in a Contract, the Service Provider must, at the cost of the Service Provider, ensure that prior to commencing an engagement with an Entity, all Professional Contractors:

- (a) have had their skills and education claims verified; and
- (b) obtained a minimum of two (2) reference checks from employers within the past five (5) years.

4.3 In respect of each of the pre-engagement checks and clearances specified in **clause 4.1**, the Service Provider must:

- (a) obtain from the Professional Contractor all documentation necessary to complete the checks and clearances;
- (b) ensure it has obtained the consent of the relevant Professional Contractor for the Entity to receive, read and retain copies of the checks and clearance documents (and related documents and Personal Information); and
- (c) provide any other information reasonably required by an Entity to enable that Entity to establish, in its sole discretion, that a Professional Contractor is a suitable person to work in connection with the Professional Contractor Services.

5 Process for engaging Professional Contractors

5.1 Unless specified otherwise in a Contract, prior to the engagement of a Professional Contractor:

- (a) the Service Provider must provide a list of proposed Professional Contractors being offered by the Service Provider for an engagement, which sets out in respect of each Professional Contractor:
 - (i) identity and contact information (e.g. full name, address, phone number(s), email address and date of birth);
 - (ii) the unique ID for the Professional Contractor as registered in the Panel Administration Platform;
 - (iii) relevant education, qualifications, training and licences;
 - (iv) relevant work history, including details of previous employers and reasons for termination of prior engagements (if any);
 - (v) relevant skills and abilities (e.g. computer skills, languages);
 - (vi) relevant health particulars (e.g. any pre-existing injuries, any known allergies, or any other health conditions that may place them at risk during an engagement);
 - (vii) references;
 - (viii) the proposed start date and finish date (if known) for proposed Professional Contractors;
 - (ix) the Daily Rate for each proposed Professional Contractor;
 - (x) confirmation that the proposed Professional Contractor has undergone, or is in the process of undergoing the relevant pre-engagement checks, and the results of those checks when available;
 - (xi) the details of clearances held (e.g. security clearance), or applied for;
 - (xii) where no clearance is held, details of whether the Professional Contractor is prepared to undergo a security assessment to meet the Entity's security guidelines should they be successful; and
 - (xiii) any other information specified by the Entity in a Contract;
- (b) the Service Provider must provide an Entity with information reasonably required by an Entity about the proposed Professional Contractors and the steps taken by the Service Provider to check or validate the information;
- (c) the Service Provider must comply with any directions given by the Entity in respect of the proposed Professional Contractors; and
- (d) the Entity will review the list of proposed Professional Contractors and has the right, in its absolute discretion, to approve or reject particular individuals offered by the Service Provider as Professional Contractors. Any decision by the Entity to approve or reject persons proposed as Professional Contractors will be final.

5.2 The Service Provider must conduct any pre-engagement checks, training or induction processes for Professional Contractors that are specified in a Contract.

6 Changes to numbers of Professional Contractors

6.1 Unless otherwise specified in a Contract, an Entity may at any time during the term of a Contract, change:

- (a) the number of Professional Contractors engaged by the Entity; or
- (b) the location of the workplace for the Professional Contractors engaged by the Entity,

by providing 10 Business Days written notice (or such other longer period of notice specified in a Contract) to the Service Provider.

6.2 To avoid doubt, where an Entity changes the number of Professional Contractors engaged pursuant to **clause 6.1**

- (a) such change does not constitute a termination or reduction in scope of the relevant Contract for convenience for the purposes of **clause 28.5** of the Head Agreement; and
- (b) the Service Provider will not be entitled to any compensation or reimbursement of costs for ceased Professional Contractors under **clause 28.5** of the Head Agreement, regardless of how many times the relevant right is exercised by the Entity.

6.3 For the avoidance of doubt, where the Entity changes the number of Professional Contractors engaged in accordance with **clause 6.1** and the change results in certain Professional Contractors no longer being engaged by the Entity, any amounts payable for Ordered Services provided by those Professional Contractors up until their engagement ceases will still be payable in accordance with the terms of the Contract and this Head Agreement, and **clause 6.2(b)** does not apply to those amounts.

7 On site requirements for Professional Contractors

7.1 Unless agreed by the Entity in writing, all Professional Contractors will be required to work on-site at an Entity facility.

8 Extension of engagement of Professional Contractors

8.1 An Entity may request to extend the engagement of a Professional Contractor by notifying the Service Provider in writing at least 10 Business Days prior to the end date of the Professional Contractor's engagement and, subject to the availability of the Professional Contractor, the Service Provider must make all reasonable efforts to grant such a request. An extension to the Order may be for any number of further periods, but for no more than 12 months in aggregate.

8.2 Any extensions to the engagement of a Professional Contractor granted by the Service Provider under **clause 8.1** will only be effective where the Contract is varied in accordance with **clause 34.2.5**.

8.3 Where the Service Provider is unable to grant an extension request made by an Entity under **clause 8.1**, the Service Provider must notify the Entity within 5 Business Days of receiving the notice in **clause 8.1**.

9 Unsuitable Persons

9.1 If an Entity (in its sole discretion) forms the view that a Professional Contractor:

- (a) is incompetent, negligent or guilty of misconduct;
- (b) has disobeyed or disregarded a lawful direction given by the Entity or Entity Personnel;
- (c) has failed to comply with any relevant Law, or otherwise engaged in serious misconduct;
- (d) has failed to act in accordance with the standards and requirements of the APS Values, the APS Code of Conduct, an Entity's Work Health and Safety requirements, an Entity's social media policy, or any applicable Entity policies, procedures or guidelines specified in a Contract;
- (e) has engaged in conduct that brings the Entity into disrepute;
- (f) has misused, accessed without authorisation or improperly disclosed Protected Information or an Entity's Confidential Information, or has otherwise failed to comply with the requirements of any privacy, secrecy or confidentiality undertaking signed by the Professional Contractor;
- (g) has failed to comply with an Entity's security requirements (including information security requirements);
- (h) while accessing or using an Entity's premises, Entity provided Materials, or Entity hardware, has failed to comply with the access and use requirements;
- (i) in the opinion of the Entity, the Professional Contractor is not performing (or has not performed) their role to the satisfaction of the Entity; or
- (j) is otherwise not suitable to work in connection with the Professional Contractors;

then the Entity may, at any time, in its absolute discretion and without liability to the Service Provider or the relevant Professional Contractor:

- (k) undertake a process to ensure that the conduct or performance of the Professional Contractor is suitably managed to the reasonable satisfaction of the Entity; or
- (l) immediately on notice to the Service Provider, cease to engage the relevant Professional Contractor in connection with the Professional Contractor Services under a Contract.

9.2 The Service Provider must notify an Entity immediately if it becomes aware of any information that may affect that Entity's acceptance of any Professional Contractor.

9.3 Without limiting **clause 9.2**, the Service Provider must immediately notify an Entity if a Professional Contractor is charged with a criminal offence for which there is or would (if admitted or proven) be a connection between the offending conduct and the duties, role or position of the Professional Contractor under a Contract.

9.4 Entities reserve their rights to refuse entry to Entity premises to any Professional Contractor.

10 Absences or unavailability of Professional Contractors

10.1 Where a Professional Contractor has been engaged by an Entity, that Professional Contractor may, with prior approval from the Entity, be absent from the engagement for a period of time approved by the Entity.

10.2 Where the Service Provider becomes aware that a Professional Contractor will be absent from the relevant workplace (e.g. due to illness), or otherwise unavailable or unable to carry out their role (e.g. due to resignation), then the Service Provider must notify the relevant Entity immediately.

10.3 The Service Provider must not seek to charge, and an Entity will not be liable to pay, any Fees in respect of a Professional Contractor for any period while they are absent from the workplace.

10.4 Where a Professional Contractor has been engaged by an Entity for a specific duration, then the Service Provider must not (except where entirely unavoidable e.g. due to genuine illness or resignation of the Professional Contractor) permit or facilitate the removal of that Professional Contractor prior to the end date of their engagement with the Entity.

11 Performance management of Professional Contractors

11.1 For the duration of the engagement of Professional Contractors under a Contract, the performance management of the Professional Contractors is the responsibility of the Service Provider, and the Service Provider must:

- (a) liaise with the relevant Entity throughout the duration of the engagement regarding the performance of the Professional Contractor; and
- (b) where an Entity advises that the performance of a Professional Contractor is not satisfactory, promptly:
 - (i) comply with any reasonable directions from the Entity; and
 - (ii) implement remedial action required by the Entity.

11.2 Nothing in **clause 11.1** limits the Entity's rights under any other provision of this **Schedule 2 (Professional Contractor Services)** or elsewhere in this Head Agreement.

12 Cessation of engagement

12.1 An Entity may cease the engagement of one or more Professional Contractors under a Contract:

- (a) by giving the Service Provider a minimum of 10 Business Days' notice, where the Professional Contractor is no longer required by the Entity; or
- (b) effective immediately upon notice from the Entity to the Service Provider:
 - (i) in accordance with **clause 9.1(I)**; or
 - (ii) where permitted by a Contract.

12.2 Where an Entity ceases the engagement of Professional Contractor under **clause 12.1**, then on and from the date of cessation of the Professional Contractor, the Service Provider must:

- (a) immediately cease providing the relevant Professional Contractor to the Entity;
- (b) comply with any relevant transition out directions given by the Entity in respect of the ceased Professional Contractor;
- (c) except in the case of a cessation under **clause 12.1(a)**, if required by the Entity, replace the ceased Professional Contractor with a suitable substitute Professional Contractor at no additional cost to the Entity and within any timeframe specified by the Entity; and
- (d) not seek to charge the Entity any Fees for the Professional Contractor for any period after the date of cessation.

12.3 To avoid doubt, a cessation of a Professional Contractor by an Entity in accordance with **clause 12.1** does not constitute a termination or reduction in scope of the relevant Contract for convenience for the purposes of **clause 28.5**, and the Service Provider will not be entitled to any compensation or reimbursement of costs for ceased Professional Contractor under **clause 28.5**.

13 Transition out

13.1 Where a Contract specifies a Transition Out Period, the Service Provider must, for the duration of that Transition Out Period:

- (a) comply with any approved transition out plan;
- (b) continue to provide the Professional Contractor Services in accordance with the Contract, including ensuring the availability of sufficient Professional Contractor to meet an Entity's requirements for the duration of the Transition Out Period;
- (c) cooperate with, and provide all reasonably required assistance and information to the Entity and any new provider;
- (d) do all things necessary, and execute all documents as are reasonably required by an Entity in support of the transition out of the Service Provider and (if applicable) the transition in of a new provider;
- (e) fulfil any reasonable request by an Entity in relation to the cessation or transition of the Professional Contractor Services; and

- (f) must bear the cost of any steps, actions, obligations or activities required of the Service Provider arising from or in connection with transition out.

13.2 For the duration of any Transition Out Period:

- (a) the Fees for the Professional Contractor Services provided will be payable in accordance with **clause 27**; and
- (b) the Service Provider is not otherwise entitled to any reimbursement of expenses, payment or compensation for transition out activities.

13.3 On the termination, expiry or reduction in scope of this Head Agreement or any Contract, the Service Provider must:

- (a) at its own cost, make its Personnel (including Professional Contractor) available, as Finance or an Entity reasonably requires, to provide any explanations or clarifications necessary to enable Finance or an Entity to have the complete benefit of the Services;
- (b) ensure that all Services are adequately documented, and appropriate records have been kept and are accessible to an Entity; and
- (c) take all available steps to protect Entity Equipment and deal with Entity Equipment as reasonably directed by the Entity.

PART C – PROFESSIONAL CONTRACTOR ENTITLEMENTS

14 Professional Contractor entitlements

14.1 Each Contract between the Service Provider and an Entity is entered into on the understanding that the Entity is not required to make any superannuation, long service leave contributions or other statutory employment payments in connection with the Contract (other than as specified in **Schedule 8 (Fees)**), regardless of the arrangements between the Service Provider and its Professional Contractors and regardless of any legal structures adopted by those Personnel for their engagement.

14.2 The Service Provider is responsible for all wages, salaries and other payments and entitlements to its Personnel and must fully comply with all relevant Laws and other Commonwealth requirements in relation to Personnel including labour and industrial relations Laws and those relating to working conditions, salary, wages, leave, the payment of any relevant tax, superannuation, 'pay as you go' or other income tax remissions and any other amounts, remissions and allowances including those under any industrial awards or agreements relevant to a Contract.

14.3 Without limiting **clause 14.2**, the Service Provider must:

- (a) comply with all applicable Laws and other requirements relating to the security of payments that are due to persons;
- (b) ensure that payments made by the Service Provider to its Personnel are made in a timely manner; and

- (c) as far as practicable, ensure that disputes about any payments to its Personnel, are resolved in a reasonable, timely and cooperative way.
- 14.4** Upon request, the Service Provider must demonstrate that it has complied with the obligations referred to in this **clause 14**.
- 15 Professional Contractors not employees of an Entity**
- 15.1** Professional Contractors are not by virtue of any Contract between the Service Provider and an Entity, an employee of that Entity or the Commonwealth, nor do Professional Contractors have any power or authority to bind or represent an Entity or the Commonwealth, unless specifically authorised in writing by an Entity.
- 15.2** The Service Provider must ensure that Professional Contractors do not:
- (a) misrepresent its relationship with an Entity or the Commonwealth;
 - (b) engage in any misleading or deceptive conduct in relation to the Services; or
 - (c) represent themselves as an employee of an Entity or the Commonwealth.

PART D – COMPLIANCE WITH LAWS AND POLICIES

16 Entity policies

- 16.1** For the duration of any engagement of a Professional Contractor by an Entity, the Service Provider must ensure its Professional Contractor complies with:
- (a) all policies, procedures and guidelines of the Entity made available to the Professional Contractor; and
 - (b) any direction given by Finance or an Entity, which Finance or the Entity (as relevant), considers reasonably necessary to ensure compliance with applicable Laws relating to work health and safety.

17 Security

- 17.1** The Service Provider must ensure that, for the duration of their engagement, a Professional Contractor complies with:
- (a) all relevant security and other requirements specified in the Protective Security Policy Framework that are communicated to the Professional Contractor; and
 - (b) all relevant Entity policies, procedures and other requirements relating to security, as specified in a Contract or as communicated to the Professional Contractor in the course of their work for an Entity,
- including any amendments to security policies or requirements communicated to the Professional Contractor from time to time.
- 17.2** Where a security clearance is required for a Professional Contractor under a Contract, the Service Provider must ensure that the Professional Contractor:

- (a) holds the appropriate security clearance for the duration of their engagement under that Contract;
- (b) complies with reporting requirements applicable to security clearance holders (e.g. regarding significant changes to personal circumstances, or Security Incidents); and
- (c) applies the “need-to-know” principle in respect of Security Classified Resources.

18 Subcontracting

18.1 Without limiting **clause 7.2** of the Head Agreement, unless expressed otherwise in an Order, the Service Provider must:

- (a) not subcontract any aspect of the Ordered Services without the prior written approval of the relevant Entity (such approval may be subject to conditions);
- (b) not subcontract on terms that would permit the Subcontractor to do or omit to do something that would, if done or omitted to be done by the Service Provider, constitute a breach of this Head Agreement or a Contract; and
- (c) ensure that any Subcontractor is bound by, and complies with, provisions to the effect of the following clauses of the Head Agreement, to the extent relevant to the services provided by the Subcontractor:
 - (i) **clause 13.1.1(a) (Due skill and care);**
 - (ii) **clause 16 (Commonwealth Laws and policy requirements);**
 - (iii) **clause 18 (Insurance);**
 - (iv) **clause 23 (Confidentiality);**
 - (v) **clause 24 (Security);**
 - (vi) **clause 25 (Privacy);**
 - (vii) **clause 28 (Termination);** and
 - (viii) **clause 32 (Audit and access).**

19 Working from Home

19.1 If agreed in an Order or otherwise in accordance with **clause 7.1** of this **Schedule 2 (Professional Contractor Services)**, a Professional Contractor may be permitted to work from home.

19.2 The Service Provider is required to ensure that a Professional Contractor has the capability and capacity to work from home, i.e. ICT, telephony, and internet connectivity.

19.3 A Professional Contractor may be required to perform the services as home based work during the period covering a declared pandemic, disaster, or as required by the Entity from time-to-time.

- 19.4** Subject to **clause 19.3** the Service Provider will be notified in writing by the Entity should a Professional Contractor be required to work from home.
- 19.5** Subject to **clause 19.3** the Entity will specify in the notice, the period that the Professional Contractor is required to perform the services as home based work. Professional Contractors must perform the services from the Entity premises on expiration of the notice period.
- 19.6** For clarification, subject to **clause 19.1**, or any variation to the Professional Contractor's workplace location, Professional Contractors are required to return to work to the Entity's place of work at the end of the notice period in **clause 19.5**.
- 19.7** The Service Provider must provide the Entity an outline of its preparedness in response to a declared pandemic, or disaster within seven (7) calendar days of the Order Commencement Date.
- 19.8** Nothing in this clause relieves the Service Provider from liability under any of the other provisions of this Head Agreement, including liability under **clause 20** of this **Schedule 2 (Professional Contractor Services)**.

20 Entity Equipment

- 20.1** Under a Contract, an Entity may make Entity Equipment available to the Service Provider or its Personnel for the purposes of the Service Provider providing Services.
- 20.2** Where an Entity makes Entity Equipment available to the Service Provider or its Personnel under a Contract, then the Service Provider must not, and must ensure its Personnel do not:
- (a) use any Entity Equipment for any purpose other than the purpose for which it was provided;
 - (b) without the prior written approval of an Entity, transfer possession or control of the Entity Equipment to any other person; or
 - (c) create, or allow to be created any security interest over any Entity Equipment.
- 20.3** For any Entity Equipment provided under a Contract, the Service Provider must ensure that its Personnel:
- (a) protect Entity Equipment from loss or damage;
 - (b) maintain Entity Equipment in good working order; and
 - (c) promptly return the Entity Equipment to the Entity on request by the Entity or where the Entity Equipment is no longer required by the Service Provider or its Personnel for the performance of the Services.

21 Harmful Code

- 21.1** The Service Provider must, and must ensure its Personnel, undertake reasonable efforts to detect and prevent any:

- (a) unauthorised access to Confidential Information and Personal Information in Finance or Entity systems including the Panel Administration Platform; and
- (b) any Harmful Code from being introduced by the Service Provider, its Personnel or Subcontractors into the Entity's systems or Finance's systems or sent from the Entity's systems or Finance's systems by the Service Provider, its Personnel or Subcontractors, in the course of the Services, including by:
 - (i) implementing practices and procedures that are consistent with industry best practice for an engagement similar to the Services;
 - (ii) use of appropriate and up-to-date virus detection software for preventing and detecting Harmful Code; and
 - (iii) without limiting paragraphs (i) or (ii), pro-actively informing itself of developments in threats of Harmful Code, and taking reasonable precautions against such known threats.

21.2 If the Service Provider, or any of its Personnel, becomes aware that any Harmful Code is found to have been detected, the Service Provider must (and must ensure its Personnel):

- (a) notify the Entity or Finance (as relevant) promptly and in any event within 24 hours of discovery; and
- (b) provide all information known by the Service Provider and reasonably requested by the Entity or Finance (as relevant) in relation to the Harmful Code, its manner of introduction and the effect the Harmful Code has had or is likely to have.

22 Drug and alcohol testing

22.1 The Service Provider must ensure that Professional Contractors are aware that they have a responsibility to ensure the use of alcohol, drugs or other substances do not impact on safety in the work environment in which they carry out their duties.

22.2 If specified in a Contract, an Entity may require that the Professional Contractor be tested for alcohol or other drugs at any time (including prior to commencement, during an engagement, randomly, or as a result of an incident) and the Service Provider must ensure that the Professional Contractor submits to such testing.

22.3 Where drug or alcohol testing occurs in respect of a Professional Contractor:

- (a) the testing will be undertaken by a suitably trained, qualified collector who is authorised by the relevant Entity;
- (b) the testing itself, and the outcome of a test (including where a Professional Contractor refuses to submit to a test), will be undertaken in accordance with the relevant Entity's policies and procedures relating to drugs and/or alcohol; and
- (c) the Entity will notify the Service Provider of any issues or concerns as soon as reasonably practicable.

23 Medical checks and vaccinations

23.1 If specified in a Contract, an Entity may require that a Professional Contractor:

- (a) undergo a medical check prior to engagement to ensure their fitness to provide the services and undertake the activities required as part of their role; and/or
- (b) have been vaccinated against specific diseases.

23.2 Where a Contract specifies a requirement for medical checks and/or vaccinations, the Service Provider must:

- (a) ensure that the Professional Contractor undertakes the medical checks and have received the vaccinations specified in a Contract prior to commencing an engagement with an Entity;
- (b) if specified in the Contract, bear the costs of any medical checks and vaccinations of the Professional Contractor; and
- (c) maintain adequate records of all medical checks and vaccinations of Professional Contractors required by the Contract and provide such records to the Entity upon reasonable request.

PART E – FINANCIAL AND LEGAL MATTERS

24 Timesheets

24.1 The Service Provider must maintain complete and accurate Timesheets for each Professional Contractor it provides to an Entity under a Contract.

24.2 Each Timesheet must comply with the form and substance requirements set out in a Contract (if any), and each Timesheet must include the following information as a minimum:

- (a) the name of the Entity to which the Professional Contractors are provided;
- (b) the name and role of each Professional Contractor provided to the Entity;
- (c) the time period covered by the Timesheet;
- (d) an accurate record of the Hours Worked by each Professional Contractor, including any overtime (if applicable) during the Timesheet period;
- (e) any absences by Professional Contractors during the Timesheet period; and
- (f) comments (if any) and a signature or approval from the relevant Entity delegate.

24.3 The Service Provider must submit each Timesheet to the relevant Entity for approval in accordance with the approval processes set out in a Contract, or if no approval processes are set out in a Contract, in accordance with the following process:

- (a) the Service Provider must submit each Timesheet to the relevant Entity within 10 Business Days of the end of the relevant Timesheet period, unless otherwise agreed in an Order;
 - (b) the Entity must approve or reject the relevant Timesheets within 10 Business Days of the Timesheet being submitted for approval by the Service Provider; and
 - (c) where the Entity rejects a Timesheet, the Entity will provide reasons for rejection (e.g. the Timesheet was incomplete or inaccurate) and the Service Provider must make any necessary changes and resubmit the Timesheet to the Entity for approval within 5 Business Days of receiving a notice of rejection.
- 24.4** The Service Provider must not invoice an Entity for, and an Entity will not be liable to pay, any amount to the Service Provider in respect of a Timesheet that has not been approved by the Entity.

25 Ordinary hours and overtime

- 25.1** Subject to the requirements of any relevant industrial instrument (which will take precedence), the work undertaken by a Professional Contractor for an Entity under a Contract must be performed:
- (a) within Standard Working Hours (which is an 8 hour day, or as otherwise specified in an Order); and
 - (b) during a Standard Working Day (which is the standard working hour period(s) specified in the Contract or, where no standard working hour period is specified in a Contract, between 7am to 7pm on Business Days).
- 25.2** Where permitted by the terms of a Contract an Entity may require Professional Contractors to work outside those hours or days, or to otherwise work overtime, which may include weekends and public holidays, as specified in a Contract.
- 25.3** The Service Provider must ensure that no Professional Contractor undertakes overtime work unless instructed to do so by an Entity, and an Entity will not be liable to pay the Service Provider for any Hours Worked by a Professional Contractor outside of Standard Working Hours on Standard Working Days under a Contract without the prior written approval of the Entity.
- 25.4** Subject to this **clause 25**, the Fees payable for overtime work undertaken by Professional Contractors will be as specified in a Contract.

26 Travel and related expenses

- 26.1** Where an Entity requires the Professional Contractor to travel for official purposes, the Entity will either:
- (a) pay for the travel itself; or
 - (b) reimburse the Service Provider in accordance with this **clause 26** for reasonable travel, accommodation, and associated travel expenses,

if the relevant travel and/or accommodation (and the associated cost) is pre-approved in writing by the Entity before the travel takes place.

- 26.2** In order to be reimbursed for travel costs as described in **clause 26.1(b)**, the Service Provider must submit a correctly rendered Tax Invoice, together with supporting receipts and other travel documents as required by the Entity. The Entity will then reimburse the Service Provider in accordance with this Head Agreement and the Entity's invoicing and payment procedures.
- 26.3** The Entity must ensure that all time spent by a Professional Contractor in transit enroute between origin and destination, or between destinations if there is more than one, in respect of approved travel, is recorded by the Professional Contractor as Hours Worked in their Timesheet. The amount of time ordinarily spent travelling to and from the usual place of work specified in the Order will be excluded from the travel time recorded unless otherwise agreed by the Entity.
- 26.4** This clause does not prevent the recovery of other expenses, where this is permitted in a Contract.

27 Fees

- 27.1** The Fees payable to the Service Provider in respect of Professional Contractor Services and other Services will be as specified in a Contract based on the Fees in **Schedule 8 (Fees)** and where applicable, pursuant to:
- (a) **clause 11.2.6(a) or (b)** of this Head Agreement; and/or
 - (b) the Fee adjustment mechanism in **clause 14.2.1** of this Head Agreement.
- 27.2** The Service Provider must ensure that all Hours Worked by Professional Contractors are charged at the applicable rate in accordance with the Contract and this **clause 27**, and unless agreed otherwise in a Contract, no additional fees may be charged by the Service Provider for the provision of Professional Contractors.

28 Recipient Created Tax Invoices

- 28.1** A Contract may specify that an Entity can issue a Recipient Created Tax Invoice (**RCTI**) in respect of the supply of Professional Contractor Services, in which case:
- (a) the Entity will issue the original or a copy of the RCTI in respect of the supply of Professional Contractor Services to the Service Provider under the Contract within 28 days of the making, or determining the value, of the taxable supply, and will retain the original or a copy;
 - (b) the Entity will issue the original or a copy of an adjustment note to the Service Provider within 28 days of any adjustment, and will retain the original or a copy;
 - (c) the Service Provider will not issue Tax Invoices in respect of the supply of Professional Contractor Services to the Entity under the Contract;
 - (d) each party acknowledges and warrants that it is registered for GST when it enters into the Contract;

- (e) each party will notify the other in writing within five (5) Business Days if it ceases to be registered for GST, or ceases to comply with any requirements of any taxation ruling issued by the Australian Taxation Office relating to RCTIs; and
- (f) if the RCTI arrangement is unable to be implemented or ceases, the Service Provider will issue Tax Invoices in respect of the supply of Professional Contractor Services to the Service Provider under the Contract.

29 Disputed Invoices

29.1 An Entity will notify the Service Provider if it determines that a Tax Invoice issued by the Service Provider does not appear to be correctly rendered or is otherwise disputed by the Entity (**Disputed Invoice**), after following the process in **clause 14.4.1** and the Entity believing the resubmitted invoice is incorrect.

29.2 Where an Entity notifies the Service Provider that it has submitted a Disputed Invoice, the Service Provider must, within seven Business Days of receiving such notice provide:

- (a) any information; or
- (b) supporting evidence,

requested by the Entity to in respect of the Disputed Invoice to resolve the dispute.

29.3 Following the process in **clause 29.2**, an Entity may:

- (a) process the Disputed Invoice for payment, because the response provided by the Service Provider has resolved the disputed invoice (for example, if missing evidence is provided); or
- (b) require the Service Provider to correct and resubmit the Disputed Invoice.

29.4 If the dispute is not resolved as a result of the process in **clause 29.2** above, the Entity may deem the invoice to be “incorrectly rendered” and the Service Provider must, within seven Business Days, cancel the original Disputed Invoice and submit a new Tax Invoice and supporting documentation.

Schedule 3 Professional Contractor Financial and Audit Services

1 Introduction

1.1 The purpose of this **Schedule 3 (Professional Contractor Financial and Audit Services)** is to specify the Service Categories that the Service Provider is approved to provide under the Professional Contractor Financial Service Area.

2 Service Categories

Service Category	Service Descriptors
General Financial Services	Costings/Cost Estimation
	Accounting Services
	Financial and Economic Analysis
	Financial Assessments
	Budgets
	Taxation
Audit Services	Financial Audits
	Performance Audits
	Internal Audit
	System Audit
	Security Audit
Specialised Services	Valuation Services
	Actuarial Services

Schedule 4 Professional Contractor Corporate Services

1 Introduction

1.1 The purpose of this **Schedule 4 (Professional Contractor Corporate Services)** is to specify the Service Categories that the Service Provider is approved to provide under the Professional Contractor Corporate Services Area.

2 Service Categories

Service Category	Service Descriptors
Organisational planning and development	Business strategy and improvement
	Change management
	Business performance reviews
	Business continuity
	Business case preparation
	Risk management
Human Resources	Capability and performance
	Workforce management
	Workforce Intelligence
	Workforce Planning
	Workforce culture
	Workplace health and safety
	Conduct and accountability
Corporate Governance	Governance structures and performance

	Compliance and fraud
	Operational risk
Community and Stakeholder Engagement*	Facilitation, strategy and delivery of Community and Stakeholder Engagement
	Document and report preparation
Communications* *excluding Campaign Advertising or Government Advertising Services and services covered under the Government Communications Campaign Panel.	Communication services including communication approaches and/or speechwriting, media management support
	Marketing and event management
Quality Management	Policy and Practices
	Theory and Principles
	System development (excluding ICT systems)
	System Certification Services (excluding ICT systems)

Schedule 5 Professional Contractor Commercial Services

1 Introduction

1.1 The purpose of this **Schedule 5 (Professional Contractor Commercial Services)** is to specify the Service Categories and Service Descriptors that the Service Provider is approved to provide under the Professional Contractor Commercial Services Area.

2 Service Categories

[delete categories Service Provider is not approved to provide]

Service Category	Service Descriptors
Programs and Projects	Develop and design
	Management
	Evaluation
	Scheduling
	Process mapping
	Compliance and fraud
	Integrity reviews
	Risk management and assessment
	Document and report preparation
Procurement and Acquisitions	Research and Planning
	Document preparation
	Evaluation of offers
	Planning and conducting negotiations

	Preparing reports
	Lead Negotiations
	Risk Management and Assessment
	Probity review and information (non-legal)** ** excludes Legal Probity Services and Probity Services and Probity Advice, Certification and Audit delivery as Consultancy Services
	Testing and evaluation (Non-ICT services)
Contract Management	Planning
	Lifecycle Management
	Dispute, resolution and mediation
	Risk Management and Assessment
Research *** *** excluding research for Campaign Advertising or Government Advertising Services.	User experience
	Survey design and review
	Stakeholder engagement
	Compliance with relevant standards and guidelines
	Focus group testing and modelling
	Quality assurance and peer reviews
	Privacy advice and assurance (non-legal)
Data Analytics and Management	Data collection
	Data analysis and review
	Data governance, policies and procedures

Schedule 6 Professional Contractor Other Services

1 Introduction

- 1.1 The purpose of this **Schedule 6 (Professional Contractor Other Services)** is to specify the Service Categories that the Service Provider is approved to provide under the Professional Contractor Other Services Area.

2 Service Categories

[delete categories Service Provider is not approved to provide]

Service Category	Service Descriptors
Authoring and writing	Doctrine Publication Authoring Support
	General Authoring and Writing Services (including document translation services)
	Technical – Publication Authoring
	NON-RECRUITMENT Scribing Services (for recruitment scribing services please see People Panel 1 – Recruitment and Search Services)
	Editing Services
Dental, Medical and Allied Health	Research
	Policy and Practices
	Theory and Principles
	Document and report preparation
Scientific Services	Research
	Policy and Practices

	Theory and Principles
	Document and report preparation
Security Services	Strategic Security Support
	Research
	Policy and Practices
	Theory and Principles
	Document and report preparation

Schedule 7 Work Level Standards

Work Level Standard	Qualifications	Autonomy	Influence	Complexity	Business Skills
Level 5	Hold specific qualifications (Doctorals or above) degree relevant to the area(s) of specialisation or similarly regarded qualification or have extensive relevant experience of more than 20 years. A Level 5 may hold professional body certification in area(s) of specialisation.	Fully accountable for actions taken and decisions made, both by themselves and other personnel in the delivery of assigned work. A Level 5 may oversee the work of a Level 4 and Level 3 Professional Contractors.	Inspires the organisation, and influences developments within the industry at the highest levels. Advances the knowledge and/or exploitation of technology within one or more organisations. Is considered a national or international expert in their field of specialisation. Makes decisions.	Fully responsible for the delivery of all aspects of the highly complex multifaceted work activities. Oversee the formulation and implementation of strategy. Employ the highest level of leadership skills. Has an in-depth knowledge of the industry and the implications of emerging technologies for the wider business environment.	Have a profound understanding of their own specialisation(s) and a full range of strategic management and leadership skills. In-depth understanding, be able to explain, and be able to present multifaceted and complex concepts to audiences at all levels in a persuasive and convincing manner. Has broad and deep business knowledge, including the activities and practices of other organisations. Communicates the potential impact of emerging practices and technologies on organisations and individuals and assesses the risks of using or not using such practices and technologies. Assesses the impact of legislation, and actively promotes compliance.

Level 4	Hold specific qualifications (Masters or above) degree relevant to the area(s) of specialisation or similarly regarded qualification or have extensive relevant experience of between 15+ and 20 years. A Level 4 may hold professional body certification in area(s) of specialisation.	Fully accountable for actions taken and decisions made, both by themselves and other personnel in the delivery of assigned work. A Level 4 may oversee the work of a Level 3 and Level 2 Professional Contractors.	Inspires the organisation, and influences developments within the industry at the highest levels. Advances the knowledge and/or exploitation of technology within one or more organisations. Is considered a national or international expert in their field of specialisation. Makes decisions.	Fully responsible for the delivery of all aspects of the highly complex work activities. Leads on the formulation and implementation of strategy. Applies the highest level of leadership skills. Has a deep understanding of the industry and the implications of emerging technologies for the wider business environment.	Deep understanding of their own specialisation(s) and a full range of strategic management and leadership skills. Understands, explains, and presents complex ideas to audiences at all levels in a persuasive and convincing manner. Has broad and deep business knowledge, including the activities and practices of other organisations. Communicates the potential impact of emerging practices and technologies on organisations and individuals and assesses the risks of using or not using such practices and technologies. Assesses the impact of legislation, and actively promotes compliance.
Level 3	Holds a Bachelor Honours degree relevant to the area(s) of specialisation or similarly regarded qualification or substantial relevant experience of between 10+ and 15 years. May hold professional body certification in area(s) of specialisation.	Fully responsible for meeting allocated tasks and is responsible for the assignment of tasks and/or responsibilities in the delivery of the Ordered Services. A Level 3 may oversee the work of a Level 2 and Level 1 Professional Contractors.	Influences policy and strategy formulation. Initiates influential relationships with internal and external customers, suppliers, and partners at senior management level, including industry leaders. Makes decisions which impact the work of employing organisations, achievement of organisational objectives and financial performance.	Performs an extensive range and variety of work activities within their own area(s) of specialisation. Contributes to the implementation of policy and strategy. Creatively applies a wide range of technical and/or management principles.	Absorbs complex information and communicates effectively at all levels to both technical and non-technical audiences. Manages and mitigates risk. Understands the implications of new technologies. Demonstrates clear leadership. Understands and communicates industry developments, and the role and impact of technology in the employing organisation. Promotes compliance with relevant legislation.

Level 2	Holds a Bachelor degree relevant to the area(s) of specialisation or similarly regarded qualification or substantial relevant experience of between 5+ and 10 years. May be a member of a professional body in area(s) of specialisation.	Works under broad direction. Work is often self-initiated. Is fully responsible for meeting allocated technical and/or project/supervisory objectives. Establishes milestones and has a significant role in the assignment of tasks and/or responsibilities. A Level 2 may oversee the work of a Level 1 Professional Contractors.	Influences organisation, customers, suppliers, partners and peers on the contribution of own specialism. Has significant influence over the allocation and management of resources appropriate to given assignments. Builds appropriate and effective business relationships. Makes decisions which impact the success of assigned work, i.e. results, deadlines and budget.	Performs an extensive range and variety of complex technical or professional work activities. Undertakes work which requires the application of fundamental principles in a wide and often unpredictable range of contexts. Understands the relationship between own specialism and wider customer/organisational requirements.	Advises on the available standards, methods, tools, and applications relevant to own specialism and can make appropriate choices from alternatives. Analyses, designs, plans, executes, and evaluates work to time, cost and quality targets. Assesses and evaluates risk. Communicates effectively- demonstrates leadership, facilitates collaboration, and takes all requirements into account when making proposals. Analyses requirements and advises on scope and options for continuous operational improvement.
Level 1	Holds a Bachelor degree or similarly regarded qualification or adequate relevant experience of up to 4 years.	Under general direction and within a clear framework of accountability for their area of responsibility. A Level 1 uses their own discretion when resolving minor problems or external enquiries. A Level 1 may have their work overseen by a Level 2, 3 or Level 4 Professional Contractors.	Influences customers, and suppliers at account level. Makes decisions which influence the success of projects and team objectives. May have some responsibility for the work of others. Participates in external activities related to own specialisation.	Work includes a broad range of complex technical or professional work, in a variety of contexts. Investigates, defines, and resolves complex issues.	Communicates with influence, can present complex information to both technical and non-technical audiences. Facilitates collaboration between stakeholders. Plans, schedules, and monitors work to meet time and quality targets.

Schedule 8 Fees

1 Professional Contractor Fees

1.1 The Fee for each Professional Contractor provided under an Order is determined by reference to the Daily Rate of that Professional Contractor plus any other charges that may apply in addition to the Daily Rate, e.g. charges for Additional Requirements in accordance with **clause 11.2.6(b)**).

Daily Rate means the daily amount agreed in the relevant Order which is determined by reference to the applicable Work Level Standard of the Professional Contractor, as described in the relevant Order, the Service Area and Service Category under which the Professional Contractor has been engaged.

For clarity, the Daily Rate will be based on the Work Level Standard of the Professional Contractor requested in an RFQ, and includes all employment costs incurred by the Service Provider in respect of the Professional Contractor. The Daily Rate is based on working up to 8 hours during a Standard Working Day (Standard Working Hours), unless specified otherwise in an Order.

2 Fees for Professional Contractor Financial and Audit Services

2.1 The Service Provider's Fees for all Service Categories identified in **Schedule 3 (Professional Contractor Financial and Audit Services)** are:

Service Area	Service Category	Work Level Standard	Daily Rate (GST inclusive)
Financial and Audit Services	General Financial Services	Level 5	
		Level 4	
		Level 3	
		Level 2	
		Level 1	
	Audit Services	Level 5	
		Level 4	
		Level 3	
		Level 2	
		Level 1	

	Specialised Services	Level 5	
		Level 4	
		Level 3	
		Level 2	
		Level 1	

3 Fees for Professional Contractor Corporate Services

3.1 The Service Provider’s Fees for all Service Categories identified in **Schedule 4 (Professional Contractor Corporate Services)** are:

Service Area	Service Category	Work Level Standard	Daily Rate (GST inclusive)
Corporate Services	Organisational planning and development	Level 5	
		Level 4	
		Level 3	
		Level 2	
		Level 1	
	Human Resources	Level 5	
		Level 4	
		Level 3	
		Level 2	
		Level 1	
	Corporate Governance	Level 5	
		Level 4	
		Level 3	
		Level 2	
		Level 1	
	Community and Stakeholder Engagement	Level 5	
		Level 4	
		Level 3	

		Level 2	
		Level 1	
	Communications* *excluding Campaign Advertising or Government Advertising Services and services covered under the Government Communications Campaign Panel.	Level 5	
		Level 4	
		Level 3	
		Level 2	
		Level 1	
		Level 1	
	Quality Management	Level 5	
		Level 4	
		Level 3	
		Level 2	
		Level 1	

4 Fees for Professional Contractor Commercial Services

4.1 The Service Provider's Fees for all Service Categories identified in **Schedule 5 (Professional Contractor Commercial Services)** are:

Service Area	Service Category	Work Level Standard	Daily Rate (GST inclusive)
Commercial Services	Programs and Projects	Level 5	
		Level 4	
		Level 3	
		Level 2	
		Level 1	
	Procurement and Acquisitions ** ** excludes Legal Probity Services and Probity Services and Probity advice, Certification and Audit delivery as Consultancy Services.	Level 5	
		Level 4	
		Level 3	
		Level 2	
		Level 1	

	Contract Management	Level 5	
		Level 4	
		Level 3	
		Level 2	
		Level 1	
	Research*** ***excludes research for Campaign Advertising or Government Advertising Service.	Level 5	
		Level 4	
		Level 3	
		Level 2	
		Level 1	
	Data Analytics and Management	Level 5	
		Level 4	
		Level 3	
		Level 2	
		Level 1	

5 Fees for Professional Contractor Other Services

5.1 The Service Provider's Fees for all Service Categories identified in **Schedule 6 (Professional Contractor Other Services)** are:

Service Area	Service Category	Work Level Standard	Daily Rate (GST inclusive)
Other Services	Authoring and Writing Services	Level 5	
		Level 4	
		Level 3	
		Level 2	
		Level 1	
	Dental, Medical and Allied Health	Level 5	
		Level 4	
		Level 3	

		Level 2	
		Level 1	
	Scientific Services	Level 5	
		Level 4	
		Level 3	
		Level 2	
		Level 1	
	Security Services	Level 5	
		Level 4	
		Level 3	
		Level 2	
		Level 1	

6 Order Discounts

6.1 If specified in an Order, an Order discount is to apply to the Professional Contractor’s Daily Rate on the basis of either:

- (a) the Order Term; or
- (b) the total Fee value of the Order.

6.2 Where a discount applies in accordance with **clause 6.1**, the Order will set out the discounts that will apply to certain Order Term thresholds or Order value thresholds, whichever is applicable.

6.3 The Service Provider has offered the following discounts, which will be applied to Orders in accordance with the processes in **clause 11.2** and **11.3**:

Order Discount - Term	
Less than 3 months	[Insert % discount offered]
From 3 months – to less than 6 months	[Insert % discount offered]
From 6 months – to less than 12 months	[Insert % discount offered]
Greater than 12 months	[Insert % discount offered]

Order Discount - Value	
\$0 - \$99,999.99	[Insert % discount offered]
\$100,000 - \$249,999.99	[Insert % discount offered]
\$250,000 - \$499,999.99	[Insert % discount offered]
\$500,000+	[Insert % discount offered]

7 No liability for candidates' costs or expenses

7.1 The Service Provider must not charge the Entity for, and the Entity will not be liable to pay, any costs or expenses incurred by a candidate for a Professional Contractor role, including where a candidate:

- (a) provides documents or other information to the Service Provider or an Entity, including to verify personal details, educational qualifications or referee details;
or
- (b) undergoes an assessment of skills, qualifications, suitability for the position or experience, including attending interviews, or undertaking literacy, numeracy or psychometric assessments.

Schedule 9 Request for Quotation Template

Note to Service Provider:
 This **Schedule 9 (Request for Quotation Template)** provides a Request for Quotation (RFQ) template that includes the typical information that an Entity will provide to the Service Provider to request a quotation for the provision of Services to an Entity, as detailed in **clause 11.2** of the Head Agreement. It is intended that the RFQ will be provided as a smart form. The intent of this template and any smart form is to achieve a high level of standardisation and consistency in Entity RFQs to provide efficiencies to Entities and Service Providers. This RFQ template may be amended by Finance on written notice to the Service Provider.

1. Introduction

1.1. This RFQ is issued under **clause 11.2** of the Head Agreement.

Request For Quotation for Services	
Entity Information	
Entity	<i>[Insert Entity name]</i>
Entity ABN	<i>[Insert Entity ABN]</i>
RFQ Reference	<i>[Insert Entity RFQ reference number]</i>
Entity Representative	Name: <i>[Insert contact name]</i> Position: <i>[Insert title]</i> Address: <i>[Insert address, including postcode]</i> Email: <i>[Insert email address]</i> Contact number: <i>[Insert contact number, including area code]</i> Mobile: <i>[Insert mobile number]</i>
RFQ and Proposed Order Details	
RFQ Title	<i>[Insert title of RFQ – optional]</i>

Request For Quotation for Services															
RFQ Release Date	<i>[Insert date the RFQ is released]</i>														
RFQ Closing Date	<i>[Insert date and time the RFQ closes]</i>														
Proposed Order Commencement Date	<i>[Insert date the Services will commence]</i>														
Proposed Order Term and/or Completion Date	<i>[Insert the Order Term and/or completion date]</i>														
Options to extend	The Entity may extend the Contract for any number of further periods, but for no more than 12 months in aggregate, by providing written notice to the Service Provider prior to the Order Completion Date.														
Transition Out Period and requirement for transition out plan (clause 13 of Schedule 2 (Professional Contractor Services))	<i>[If a Transition Out Period is required, insert it here – i.e., where continuity/handover is required – see clause 13 of Schedule 2 (Professional Contractor Services) for more details of Transition Out Period requirements. Also insert here any requirement for a transition out plan. Where there is a need to specify privacy obligations in any transition out plan, that requirement should be set out here]</i>														
Engagement Type															
Professional Contractor	<p><i>[Use below table if only one Professional Contractor is required, or use Annex A, if there are multiple Professional Contractors required for this Engagement Type]</i></p> <p>[NOTE: The Service Provider must be approved to provide services at each work level standard, service area and service category.]</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th colspan="2" style="text-align: left;">Entity to complete</th> </tr> </thead> <tbody> <tr> <td style="width: 50%;">Professional Contractor Work Level Standard</td> <td><i>[Work Level 1, 2, 3, 4, or 5]</i></td> </tr> <tr> <td>Service Area</td> <td><i>[Insert the relevant Service Area that the service relates to]</i></td> </tr> <tr> <td>Service Category</td> <td><i>[Insert the relevant Service Category that the Services relate to]</i></td> </tr> <tr> <td>Service Descriptor</td> <td><i>[Insert the relevant Service Descriptor that the Service relates to]</i></td> </tr> <tr> <td>Security Clearance Requirements <i>(clause 4.1 of Schedule 2 (Professional Contractor Services))</i></td> <td><i>[Include requirements for security clearance in accordance with clause 4.1 of Schedule 2 (Professional Contractor Services) or if no security clearance is required, insert 'No security clearance required']</i></td> </tr> <tr> <td>Number of hours per day</td> <td><i>[If different to the standard 8 hour Working Day, specify here. Otherwise, insert "8"]</i></td> </tr> </tbody> </table>	Entity to complete		Professional Contractor Work Level Standard	<i>[Work Level 1, 2, 3, 4, or 5]</i>	Service Area	<i>[Insert the relevant Service Area that the service relates to]</i>	Service Category	<i>[Insert the relevant Service Category that the Services relate to]</i>	Service Descriptor	<i>[Insert the relevant Service Descriptor that the Service relates to]</i>	Security Clearance Requirements <i>(clause 4.1 of Schedule 2 (Professional Contractor Services))</i>	<i>[Include requirements for security clearance in accordance with clause 4.1 of Schedule 2 (Professional Contractor Services) or if no security clearance is required, insert 'No security clearance required']</i>	Number of hours per day	<i>[If different to the standard 8 hour Working Day, specify here. Otherwise, insert "8"]</i>
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Number of hours per day	<i>[If different to the standard 8 hour Working Day, specify here. Otherwise, insert "8"]</i>														

Request For Quotation for Services

	Number of hours per week	<i>[Insert number of working hours per week]</i>																					
	Number of weeks required	<i>[Insert number of weeks that the Professional Contractor will be required for]</i>																					
Service Provider to complete																							
	Order Discount	<i>[If applicable, specify the discount that will apply to the Professional Contractor's Daily Rate by using one of the below tables]</i> <table border="1" style="margin-top: 10px; width: 100%; border-collapse: collapse;"> <thead> <tr> <th colspan="2" style="text-align: center;">Order Discount – Term</th> </tr> </thead> <tbody> <tr> <td style="width: 60%;">0 – 3 months</td> <td style="width: 40%;">[Insert]</td> </tr> <tr> <td>3 – 6 months</td> <td>[Insert]</td> </tr> <tr> <td>6 – 12 months</td> <td>[Insert]</td> </tr> <tr> <td>12 months +</td> <td>[Insert]</td> </tr> </tbody> </table> <table border="1" style="margin-top: 10px; width: 100%; border-collapse: collapse;"> <thead> <tr> <th colspan="2" style="text-align: center;">Order Discount - Value</th> </tr> </thead> <tbody> <tr> <td style="width: 60%;">\$0 - \$99,999.99</td> <td style="width: 40%;">[Insert]</td> </tr> <tr> <td>\$100,000 - \$249,999.99</td> <td>[Insert]</td> </tr> <tr> <td>\$250,000 - \$499,999.99</td> <td>[Insert]</td> </tr> <tr> <td>\$500,000+</td> <td>[Insert]</td> </tr> </tbody> </table>		Order Discount – Term		0 – 3 months	[Insert]	3 – 6 months	[Insert]	6 – 12 months	[Insert]	12 months +	[Insert]	Order Discount - Value		\$0 - \$99,999.99	[Insert]	\$100,000 - \$249,999.99	[Insert]	\$250,000 - \$499,999.99	[Insert]	\$500,000+	[Insert]
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	Daily rate (daily amount, inclusive of GST)	[\$ per day]																					
	Daily Rate (daily amount, inclusive GST and with any Order discounts applied)	[\$ per day]																					
	Charges for Additional Requirements(daily amount, inclusive of GST)	[\$ per day for any Additional Requirements]																					
	[Insert the total amount of the Daily Rate/s, the total fees payable for the initial term and the total fees payable for the full term (initial term + extension options) , both exclusive and inclusive of GST]																						
Total Fees Payable under this Order		Incl. GST	Excl. GST																				
	Daily rate (including any charges in respect of any Additional Requirements)	[\$]	[\$]																				
	Total fees payable for the initial order term	[\$]	[\$]																				

Request For Quotation for Services											
	Total fees payable for the initial order term plus any extensions	[\$]	[\$]								
Statement of Work											
Overview of Requirement	<i>[Insert a high level description of the Services required]</i>										
Detailed Statement of Work	<i>[Insert a detailed description of the Services required and any associated outputs, including relevant background material and whether any licences/authorisations are required to provide the services and any reporting that may be required. A separate Statement of Work may be referenced and attached]</i>										
Deliverables	<i>[Include details of any deliverables required under a resulting Contract – this may include any working deliverables and other Contract Materials to inform the preparation and delivery of the final deliverable]</i>										
Subcontractors	<p><i>[Select one of the following statements:</i></p> <p><i>The Service Provider may nominate subcontractors to provide some or all of the Services; or</i></p> <p><i>The Service Provider may not nominate subcontractors to provide some or all of the Services.]</i></p>										
Location	<i>[Insert the full address, including post code, of the primary work location.]</i>										
Governance Meetings (clause 3.2(k) of Schedule 2 (Professional Contractor Services))	<i>[Insert when the Service Provider is required to attend governance meetings in accordance with clause 3.2(k) of Schedule 2 (Professional Contractor Services).]</i>										
Payment Terms	<p><i>[Select the relevant payment terms]</i></p> <p>Five (5) calendar days for eInvoices through the Peppol framework</p> <p>OR</p> <p>20 calendar days]</p>										
Invoicing and milestones (clauses 14.4.2(e) and 14.5)	<p><i>[Specify here the invoicing frequency, e.g. monthly or on a milestone basis.]</i></p> <p><i>[In terms of invoice content, specify here what any other information required in the invoice in accordance with clause 14.4.2(e) and clause 14.5, e.g. the following milestone payments due dates table:</i></p> <p><i>[At least one milestone must be included in the order. Milestones are entered into CRIIS as part of Service Provider reporting obligations. If monthly invoicing is confirmed, the milestone value should be the total value of monthly invoices under that milestone].</i></p> <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 15%;">Milestone</th> <th style="width: 50%;">Deliverable</th> <th style="width: 15%;">Due date</th> <th style="width: 20%;">Value</th> </tr> </thead> <tbody> <tr> <td style="text-align: center;">1.</td> <td>[insert]</td> <td>[insert]</td> <td>[\$ incl. GST]</td> </tr> </tbody> </table>			Milestone	Deliverable	Due date	Value	1.	[insert]	[insert]	[\$ incl. GST]
Milestone	Deliverable	Due date	Value								
1.	[insert]	[insert]	[\$ incl. GST]								

Request For Quotation for Services												
	2.	[insert]	[insert]	[\$ incl. GST]								
	3.	[insert]	[insert]	[\$ incl. GST]								
	[Note: Milestone payments must be calculated on the basis of the Professional Contractor's Daily Rate, and if required by the Entity the Service Provider must provide the Entity with the basis for that calculation.]											
Travel	[Specify any known travel that will be required]											
Entity Material	[List any documents attached to the RFQ]											
Confidential Information	[Include details in table below or insert Not Applicable]											
	<table border="1"> <thead> <tr> <th>Entity Confidential Information (for example)</th> <th>Period of Confidentiality</th> </tr> </thead> <tbody> <tr> <td>Entity data</td> <td>Indefinitely</td> </tr> <tr> <td>Any Personal Information held by the Entity</td> <td>Indefinitely</td> </tr> <tr> <td>Security Classified Resources</td> <td>Indefinitely</td> </tr> </tbody> </table>		Entity Confidential Information (for example)	Period of Confidentiality	Entity data	Indefinitely	Any Personal Information held by the Entity	Indefinitely	Security Classified Resources	Indefinitely		
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Security Classified Resources	Indefinitely											
Additional Requirements												
Medical Checks and Vaccinations <i>(clause 23 of Schedule 2 (Professional Contractor Services))</i>	[The Entity should specify here whether a Professional Contractor must undergo a medical check and/or be vaccinated against specific diseases and whether the Service Provider must bear the costs of any medical checks and vaccinations of the Professional Contractor for the purposes of clause 23 of Schedule 2 (Professional Contractor Services) , or if these are not required, insert 'Professional Contractor not required to undergo medical check and/or be vaccinated against specific disease' and/or 'Service Provider not required to bear the costs of any medical checks or vaccinations']											
Overtime <i>(clause 25 of Schedule 2 (Professional Contractor Services))</i>	<p>[The Entity should specify here if it wants to change the default position in clause 25.1 of Schedule 2 (Professional Contractor Services) and specify a standard working period or if there are no changes to the default position insert 'No changes to default position in clause 25.1 of Schedule 2 (Professional Contractor Services)'].</p> <p>The Entity should also specify here whether It is likely to require the Professional Contractor to undertake overtime hours in accordance with clause 25.2 of Schedule 2 (Professional Contractor Services). If overtime hours are permitted, specify what rates will apply in accordance with clause 25.4 of Schedule 2 (Professional Contractor Services), or if no overtime is permitted, insert 'No overtime permitted'.</p> <p>If the fees for any overtime are the Fees in Schedule 8 (Fees), specify that here.]</p>											
Work from Home or Flexible Work <i>(clause 19.1 of Schedule 2 (Professional Contractor Services))</i>	[Identify if flexible work or work from home will be permitted, and set out expectations or limitations]											

Request For Quotation for Services	
Intellectual Property (clause 20.1.1)	<i>[The Entity should specify here if it wants to change the default position in clause 20.1.1 and instead have the Service Provider own the Intellectual Property in Contract Material, or if there are no changes to the default position, insert 'No changes to the default position in clause 20.1.1']</i> .
Restrictions on Intellectual Property (clause 20.2)	<i>[Any restrictions to be imposed on a third party's use of Contract Materials and/or limits on an Entity's use of the Service Provider's branding (eg its logo) should be specified here.]</i>
Personnel Requirements	<i>[Personnel performing the Services may be required to sign a Deed and acknowledgements relating to confidentiality, security, Moral Rights, intellectual property and other relevant matters as required by the Entity. Any Contract will be conditional on this occurring]</i>
Entity software system, platform or solution (clause 3.2(c) of Schedule 2 (Professional Contractor Services))	<i>[Insert if the Service Provider is required to use a specific software system platform or solution in relation to the provision of Services in accordance with clause 3.2(c) of Schedule 2 (Professional Contractor Services), or if a specific software system, platform or solution is not required, insert 'Specific software system, platform or solution is not required']</i>
Entity Data Storage Requirements	<i>[Insert any Entity specific data storage requirement]</i>
Offshore access to and storage of Entity Material (clause 24.1.6(a))	<i>[The default position under clause 24.1.6(a) is that the Service Provider must take all necessary steps to ensure Entity Material is not accessed from or stored outside Australia. Insert whether Entity Material can be accessed from or stored offshore, or if there are no changes to the default position, insert 'No changes to default position in clause 24.1.6(a)']</i>
Security (clause 24.1.1)	<i>[The Service Provider must comply with any applicable security requirements specified in the Protective Security Policy Framework (including those provisions relevant to Commonwealth contracted service providers) in accordance with clause 24.1.1.]</i>
Additional Requirements – Security (clause 24.1.2)	<i>[State any additional security requirements to the requirements contained in the Head Agreement, or that apply to particular aspects of work in accordance with clause 24.1.2, or if there are no additional security requirements, insert 'No additional security requirements']</i>
Additional Requirements – Defence Industry Security Program (DISP) Membership (clause 24.1.8)	<i>[State whether DISP Membership is required. If DISP membership is required, insert the following details:</i> <ul style="list-style-type: none"> - DISP Governance Level required (and any specific details); - DISP Personnel Security Level required (and any specific details); - DISP Physical Security Level required (and any specific details); - DISP Information / Cyber Security Level (and any specific details)
Additional Requirements – Insurance (clauses 18.1.1 and 18.1.2)	<i>[Insert any Additional Requirements for relevant insurances in accordance with clause 18.1.1, including:</i>

Request For Quotation for Services								
	<ul style="list-style-type: none"> - any insurance in addition to that specified in clause 18.1.1; - any increase to the minimum insurance amounts specified in clause 18.1.1; and - any aggregate limit on public liability insurance. <p><i>Insert any change to the default position under clause 18.1.2 which allows an Entity to specify the period that professional indemnity insurance must be held for.</i></p> <p><i>If there are no additional insurance requirements, insert 'No Additional Insurance Requirements']</i></p>							
Pre-engagement checks (clause 4.1 and 4.2 of Schedule 2 (Professional Contractor Services))	<i>[Insert any Additional Requirements or changes to the default position under clause 4.1 and clause 4.2 of Schedule 2 (Professional Contractor Services) which lists pre-employment checks that must be carried out by Professional Contractors, or if there no changes to the default position, insert 'No changes to the default position under clauses 4.1 and 4.2 of Schedule 2 (Professional Contractor Services)']</i>							
Drug or Alcohol Testing (clause 22.2 of Schedule 2 (Professional Contractor Services))	<i>[Insert any requirement for drug or alcohol testing of Professional Contractors in accordance with clause 22.2 of Schedule 2 (Professional Contractor Services) or if no drug or alcohol testing is required, insert 'No Drug or Alcohol Testing required']</i>							
Process for Engaging Professional Contractors (clause 5.1 and 5.2 of Schedule 2 (Professional Contractor Services))	<i>[Insert any Additional Requirements or changes to the default position under clause 5.1 and 5.2 of Schedule 2 (Professional Contractor Services) which details the process for engaging Professional Contractors, or if there are no changes to the default position, insert 'No changes to the default position under clause 5.1 and 5.2 of Schedule 2 (Professional Contractor Services)']</i>							
Changes to Professional Contractors (clause 6.1 of Schedule 2 (Professional Contractor Services))	<i>[Insert any changes to the default position under clause 6.1 of Schedule 2 (Professional Contractor Services) which allows an Entity to change the number of Professional Contractors engaged by an Entity or the location of the workplace for the Professional Contractors by providing 10 Business Days written notice, or if there are no changes to the default position, insert 'No changes to the default position under clause 6.1 of Schedule 2 (Professional Contractor Services)']</i>							
Liability (clause 19.1)	<i>[The liability cap that applies for the purposes of clause 19.1 needs to be specified here.]</i>							
Liability for Entity breach of confidentiality	<i>[Entity to specify a liability cap for breach of confidentiality by the Entity in accordance with clause 19.1.5]</i>							
Entity Service Levels (clause 8.2.1)	<p>The Service Provider must comply with the following Entity Service Levels which are measured across all Orders the Entity has with the Service Provider, in accordance with clause 8.2.1.</p> <p><i>[Insert any Entity Service Levels that apply to the Order].</i></p> <p>Examples of Service Levels Entities may wish to consider are:</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 33%;">Service Level</th> <th style="width: 33%;">Performance Measures</th> <th style="width: 33%;">Calculation Method</th> </tr> </thead> <tbody> <tr> <td style="height: 20px;"> </td> <td> </td> <td> </td> </tr> </tbody> </table>		Service Level	Performance Measures	Calculation Method			
Service Level	Performance Measures	Calculation Method						

Request For Quotation for Services

	Professional Contractor Suitability	80% of Professional Contractors nominated by the Service Provider are rated by the Entity hiring manager as suitable for the role and engagement.	As determined over [X] period by the Entity acting reasonably.
	Professional Contractor Retention	90% of Professional Contractors complete the full term of their engagement for all accepted Contracts and Order Variations.	As determined over [X] period by the Entity acting reasonably.
	Professional Contractor Performance	95% of Professional Contractors are achieving the expected performance standards.	As determined over [X] period by the Entity acting reasonably.
	Professional Contractor Absences	[tbc]	[tbc]
Timesheets (clause 24.2 and 24.3 of Schedule 2 and clause 1.6 of Schedule 13(Professional Contractor Services))	<p><i>[Insert here if any Additional Requirements in relation to the form and substance of Timesheets in accordance with clause 24.2 of Schedule 2 and clause 1.6 of Schedule 13 (Professional Contractor Services).</i></p> <p><i>Insert here if the default Timesheet approval process position under clause 24.3 of Schedule 2 (Professional Contractor Services) is changed, or if no change to default position insert 'No changes to the default position under clause 24.3 of Schedule 2 (Professional Contractor Services)'.]</i></p>		
Knowledge transfer (clause 22.1(e))	<p><i>[Insert here if Service Provider/Professional Contractor is required to:</i></p> <ul style="list-style-type: none"> • <i>collaborate with Entity Personnel to develop solutions to challenging stages or components of the engagement and share key learnings and new ideas;</i> • <i>provide training related to the Services that were provided under the Contract to Entity Personnel and any third party; or</i> • <i>undertake any other activities, and provide any other information related to the Services that were provided under the Contract, as reasonably requested by the Entity.</i> • <i>If no additional requirements insert 'No additional Knowledge transfer activities required.'</i> • <i>Note, in accordance with clause 22.1 the Head Agreement, the Service Provider must ensure that the Professional Contractor undertakes the following knowledge transfer activities on an ongoing basis:</i> 		

Request For Quotation for Services	
	<ul style="list-style-type: none"> provide copies of all information, data and documents developed by the Professional Contractor under the Contract; (excluding any information, data or documents which the Entity does not either own or have a licence or other right to). ensure all information, data and documents provided are in an editable format and on Entity-supported software systems, platforms or solutions (or in any other format reasonably requested by the Entity).
WHS Plan (clause 16.13.2)	<i>[Insert if Service Provider is required to provide a WHS Plan in accordance with clause 16.13.2, or if not required insert 'No WHS Plan required']</i>
Fraud Control Plan (clause 16.8)	<i>[Insert if Service Provider is required to prepare a Fraud Control Plan in accordance with clause 16.8, or if not required insert 'No Fraud Plan required']</i>
Reporting to Entity (clause 1.8 of Schedule 13 (Reporting))	<i>[Insert the types and frequency of reports to be provided by the Service Provider in accordance with clause 1.8 of Schedule 13 (Reporting), or if not required insert 'No reports in respect of Professional Contractors required'.]</i>
Governing Law and Jurisdiction (clause 35.7.1)	<i>[Default jurisdiction in clause 35.7.1 is ACT. Insert applicable jurisdiction here if different to the ACT]</i>
Use of generative Artificial Intelligence (clause 24.2)	<p>Agencies must include one of the following 2 options:</p> <p>Option 1: Insert the following if the Entity consents to the use of AI Systems in the delivery of the Services:</p> <p>The Service Provider must provide information in its RFQ response about its proposed use of AI Systems in the delivery of the Services.</p> <p>Information provided by the Service Provider may form part of the Order. The Entity may include additional requirements in the Order regarding the Service Provider's use of AI Systems.</p> <p>"AI System" means a machine-based system that, for explicit or implicit objectives, infers, from the input it receives, how to generate outputs such as predictions, content, recommendations, or decisions that can influence physical or virtual environments. Different AI Systems vary in their levels of autonomy and adaptiveness after deployment.</p> <p>Option 2: If the Entity does not consent to the use of AI Systems in the delivery of the Services, insert the following:</p> <p>The Service Provider must not use any AI Systems in the delivery of the Services.</p> <p>"AI System" means a machine-based system that, for explicit or implicit objectives, infers, from the input it receives, how to generate outputs such as predictions, content, recommendations, or decisions that can influence physical or virtual environments. Different AI Systems vary in their levels of autonomy and adaptiveness after deployment.]</p>
Entity-specific policies (clause 16.1.1)	<i>[Insert here if there are any additional Entity-specific policies that the Service Provider must comply with in accordance with clause 16.1.1, or if there are none, insert 'No additional Entity-Specific Policies'.]</i>

Request For Quotation for Services	
Other Additional Requirements	<i>[Include any other Additional Requirements, if applicable]</i>
Commonwealth Policy Requirements	
Shadow Economy Policy	<i>[For procurements valued at \$4 million or more the Shadow Economy Policy applies. Entities must obtain all Valid and Satisfactory Statement of Tax Records required for the entity type of any Service Provider (and any first-tier Subcontractors of that Service Provider) that will be involved in the delivery of the Services]</i>
Indigenous Procurement Policy	<i>[For procurements valued at \$7.5 million or more, insert that clause 16.5.3 of the Head Agreement applies]</i>
Australian Industry Participation Plan	<i>[For procurements valued at \$20 million or more, the Australian Industry Participation policy may apply]</i>
Evaluation Criteria	
<p>Responses to this RFQ will be evaluated against the following criteria: <i>[Entities should be able to select the evaluation criteria they wish to apply and/or include their own criteria].</i></p> <ul style="list-style-type: none"> • The Service Provider's demonstrated understanding of the Services required. • The Service Provider's demonstrated capability and capacity to provide the Services. • The whole of life costs or total Fees to be incurred by the Entity • The extent to which the Service Provider's response presents any risks, including the Service Provider's proposed use of AI systems 	
Responding to this RFQ	
<p>The Service Provider is required to complete the following information:</p> <p><i>[Service Provider's Representative]</i></p> <p><i>[Service Provider's Name]</i></p> <p><i>[Service Provider's Address]</i></p> <p><i>[Service Provider's ABN]</i></p> <p><i>[Service Provider's email address]</i></p> <p><i>[Entities will select from the requirements below and/or include their own requirements]</i></p> <p>In responding to this RFQ, the Service Provider should:</p> <ul style="list-style-type: none"> • describe its understanding of the Services required, • detail its capability and capacity to provide the Services described in the Detailed Statement of Work <p>The Service Provider is also required to:</p>	

Request For Quotation for Services

- identify any Subcontractors nominated to provide the Services and their role in the delivery of the Services
- identify the Professional Contractor’s unique identifier from the Panel Administration Platform
- disclose any conflicts of interest it would have with the delivery of the Services
- include any information in its response that it requests to remain confidential.

Service Provider Confidential Information	Period of Confidentiality

[include the following if the Entity consents to the use of AI Systems in the delivery of the Services:]

The Service Provider is also required to:

- confirm whether any AI Systems will or will not be used in connection with delivery of the Services
- if one or more AI Systems will be used in connection with delivery of the Services, provide the following information:

Category	Information to be provided
AI Systems	The names of the AI Systems that will be used (e.g. ChatGPT, Copilot)
Purpose and application	Describe how each AI System will be used to support the delivery of Services (e.g. drafting support, data analysis)
Extent of use	Outline the scale of involvement of AI Systems in delivering the Services (e.g. limited support, automation of analysis)
Data handling	Identify if and what Commonwealth data or information would be input, processed or stored in the AI System, including the data location and security controls.
Governance and oversight	Outline the measures in place to ensure the safe and responsible use of AI Systems in delivery of the Services.

Schedule 10 Order Template

Note to Service Provider:

This **Schedule 10 (Order Template)** provides an Order Template for the provision of Services to an Entity, as detailed in **clause 11.3** of the Head Agreement. It is intended that the Order Template will be provided as a smart form. The intent of this template and any smart form is to achieve a high level of standardisation and consistency in Entity Orders to provide efficiencies to Entities and Service Providers. This Order template may be amended by Finance on written notice to the Service Provider.

1 Introduction

1.1 This Order is issued under **clause 11.3** of the Head Agreement.

Item	Order for Services	
	Service Provider's Details	
1	Service Provider's Name Service Provider's Address Service Provider's ABN / ACN Sent via: [email]: [Service Provider's email address] Service Provider's Representative: Name: [Insert contact name] Position: [Insert title] Address: [Insert address, including postcode] Email: [Insert email address] Contact number: [Insert contact number, including area code] Mobile: [Insert mobile number]	
	Entity's Details	
2	Entity	[Insert Entity name]
3	Entity ABN	[Insert Entity ABN]
4	Order Number	[Insert Entity's reference number or Panel Administration Platform (PAP) generated reference for this Order for Services]

5	Entity Representative	Name: <i>[Insert contact name]</i> Position: <i>[Insert title]</i> Address: <i>[Insert address, including postcode]</i> Email: <i>[Insert email address]</i> Contact number: <i>[Insert contact number, including area code]</i> Mobile: <i>[Insert mobile number]</i>												
6	Cost Centre	<i>[Insert Entity cost centre for Panel administration fee recovery]</i>												
7	UNSPC Category – AusTender Reporting	80111600 - Temporary personnel services												
Order Details														
8	Order Commencement Date	<i>[Insert date the Order commences]</i>												
9	Order Term	The Order expires on <i>[insert date]</i> (Initial Term).												
10	Options to extend	The Entity may in its sole discretion extend the Initial Term of this Order for a further period or periods, up to 12 months, on the same terms and conditions of this Order, by giving written notice to the Service Provider, prior to end of the Initial Term of this Order (Extension Period/s).												
11	Transition Out Period and requirement for transition out plan (clause 13 of Schedule 2 (Professional Contractor Services))	<i>[If a Transition Out Period is required, insert it here – i.e. where continuity/handover is required – see clause 13 of Schedule 2 (Professional Contractor Services) for more details of Transition Out Period requirements. Also insert here any requirement for a transition out plan. Where there is a need to specify privacy obligations in any transition out plan, that requirement should be set out here]</i>												
Engagement Type														
12	Professional Contractor Fees – calculation of the Daily Rate	<p>Use below table if only one Professional Contractor is required, or use Annex B, if there are multiple Professional Contractors required for this Engagement Type]</p> <p>[NOTE: The Service Provider must be approved to provide services at each work level standard, service area and service category.]</p> <table border="1"> <thead> <tr> <th colspan="3">Entity to complete</th> </tr> </thead> <tbody> <tr> <td>12.1</td> <td>Professional Contractor Work Level Standard</td> <td><i>[Work Level 1, 2, 3, 4, or 5]</i></td> </tr> <tr> <td>12.2</td> <td>Service Area</td> <td><i>[Insert the relevant Service area that the service relates to]</i></td> </tr> <tr> <td>12.3</td> <td>Service Category</td> <td><i>[Insert the relevant Service Category that the services relate to]</i></td> </tr> </tbody> </table>	Entity to complete			12.1	Professional Contractor Work Level Standard	<i>[Work Level 1, 2, 3, 4, or 5]</i>	12.2	Service Area	<i>[Insert the relevant Service area that the service relates to]</i>	12.3	Service Category	<i>[Insert the relevant Service Category that the services relate to]</i>
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12.2	Service Area	<i>[Insert the relevant Service area that the service relates to]</i>												
12.3	Service Category	<i>[Insert the relevant Service Category that the services relate to]</i>												

		12.4	Service Descriptor	<i>[Insert the relevant Service Descriptor that the services relate to]</i>																				
		12.5.5	Security Clearance Requirements <i>(clause 4.1(c) of Schedule 2 (Professional Contractor Services))</i>	<i>[Include requirements for security clearance in accordance with clause 4.1(c) of Schedule 2 (Professional Contractor Services) or if no security clearance is required, insert 'No security clearance required']</i>																				
		12.6	Number of hours per day	<i>[If different to the standard 8 hour Working Day, specify here. Otherwise, insert "8"]</i>																				
		12.7.6	Number of hours per week	<i>[Insert number of working hours per week]</i>																				
		12.8.7	Number of weeks required	<i>[Insert number of weeks that the Professional Contractor will be required for]</i>																				
Service Provider to complete																								
		12.9	Order Discount	<i>[If applicable, specify the discount that will apply to the Professional Contractor's Daily Rate by using one of the below tables]</i> <table border="1" style="margin: 10px auto;"> <thead> <tr> <th colspan="2" style="text-align: center;">Order Discount - Term</th> </tr> </thead> <tbody> <tr> <td style="width: 50%;">0 – 3 months</td> <td style="width: 50%;">[Insert]</td> </tr> <tr> <td>3 – 6 months</td> <td>[Insert]</td> </tr> <tr> <td>6 – 12 months</td> <td>[Insert]</td> </tr> <tr> <td>12 months +</td> <td>[Insert]</td> </tr> </tbody> </table> <table border="1" style="margin: 10px auto;"> <thead> <tr> <th colspan="2" style="text-align: center;">Order Discount – Value</th> </tr> </thead> <tbody> <tr> <td style="width: 50%;">\$0 - \$99,999.99</td> <td style="width: 50%;">[Insert]</td> </tr> <tr> <td>\$100,000 - \$249,999.99</td> <td>[Insert]</td> </tr> <tr> <td>\$250,000 - \$499,999.99</td> <td>[Insert]</td> </tr> <tr> <td>\$500,000+</td> <td>[Insert]</td> </tr> </tbody> </table>	Order Discount - Term		0 – 3 months	[Insert]	3 – 6 months	[Insert]	6 – 12 months	[Insert]	12 months +	[Insert]	Order Discount – Value		\$0 - \$99,999.99	[Insert]	\$100,000 - \$249,999.99	[Insert]	\$250,000 - \$499,999.99	[Insert]	\$500,000+	[Insert]
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\$500,000+	[Insert]																							
		12.10.	Daily Rate (GST inclusive and with any Order discounts applied)	[\$ per day]																				

		default requirements in clause 18.1 of Schedule 2 (Professional Contractor Services) ’.]																
19	Location	[Insert the full address, including post code, of the primary work location]																
20	Governance Meetings (clause 3.2(k) of Schedule 2 (Professional Contractor Services))	[Insert when the Service Provider is required to attend governance meetings in accordance with clause 3.2(k) of Schedule 2 (Professional Contractor Services) .]																
21	Payment Terms	[Select the relevant payment terms] [Five (5) calendar days for eInvoices through the Peppol framework OR 20 calendar days]																
22	Invoicing and milestones (clauses 14.4.2(e) and 14.5)	<p>[Specify here the invoicing frequency, e.g. monthly or on a milestone basis.]</p> <p>[in terms of invoice content, specify here what any other information required in the invoice in accordance with clause 14.4.2(e) and clause 14.5, e.g. the following milestone payments due dates table:</p> <p>[At least one milestone must be included in the order. Milestones are entered into CRIIS as part of Service Provider reporting obligations. If monthly invoicing is confirmed, the milestone value should be the total value of monthly invoices under that milestone]</p> <table border="1"> <thead> <tr> <th>Milestone</th> <th>Deliverable</th> <th>Due date</th> <th>Value</th> </tr> </thead> <tbody> <tr> <td>1.</td> <td>[insert]</td> <td>[insert]</td> <td>[\$ incl GST]</td> </tr> <tr> <td>2.</td> <td>[insert]</td> <td>[insert]</td> <td>[\$ incl GST]</td> </tr> <tr> <td>3.</td> <td>[insert]</td> <td>[insert]</td> <td>[\$ incl GST]</td> </tr> </tbody> </table> <p>[Note: Milestone payments must be calculated on the basis of the Professional Contractor’s Daily Rate, and if required by the Entity the Service Provider must provide the Entity with the basis for that calculation.]</p>	Milestone	Deliverable	Due date	Value	1.	[insert]	[insert]	[\$ incl GST]	2.	[insert]	[insert]	[\$ incl GST]	3.	[insert]	[insert]	[\$ incl GST]
Milestone	Deliverable	Due date	Value															
1.	[insert]	[insert]	[\$ incl GST]															
2.	[insert]	[insert]	[\$ incl GST]															
3.	[insert]	[insert]	[\$ incl GST]															
23	Travel	[Specify any known travel that will be required, including approved costs if these will be paid by the Service Provider and reimbursed by the Entity]																
24	Entity Material	[List any documents here or insert ‘Not Applicable’]																
25	Confidential Information	<p>[Include details in table below or insert Not Applicable.</p> <table border="1"> <thead> <tr> <th>Entity Confidential Information (for example)</th> <th>Period of Confidentiality</th> </tr> </thead> <tbody> <tr> <td>Entity data</td> <td>Indefinitely</td> </tr> <tr> <td>Any Personal Information held by the Entity</td> <td>Indefinitely</td> </tr> </tbody> </table>	Entity Confidential Information (for example)	Period of Confidentiality	Entity data	Indefinitely	Any Personal Information held by the Entity	Indefinitely										
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The Service Provider's Confidential Information	Period of Confidentiality							
Additional Requirements								
26	Medical Checks and Vaccinations (clause 23 of Schedule 2 (Professional Contractor Services))	<i>[The Entity should specify here whether a Professional Contractor must undergo a medical check and/or be vaccinated against specific diseases and whether the Service Provider must bear the costs of any medical checks and vaccinations of the Professional Contractor for the purposes of clause 23 of Schedule 2 (Professional Contractor Services), or if these are not required, insert 'Professional Contractor not required to undergo medical check and/or be vaccinated against specific disease' and/or 'Service Provider not required to bear the costs of any medical checks or vaccinations']</i>						
27	Overtime (clause 25 of Schedule 2 (Professional Contractor Services))	<p><i>[The Entity should specify here if it wants to change the default position in clause 25.1 of Schedule 2 (Professional Contractor Services) and specify a standard working period or if there are no changes to the default position insert 'No changes to default position in clause 25.1 of Schedule 2 (Professional Contractor Services)']</i></p> <p><i>The Entity should also specify here whether it requires the Professional Contractor to undertake overtime hours in accordance with clause 25.2 of Schedule 2 (Professional Contractor Services). If overtime hours are permitted, specify what rates will apply in accordance with clause 25.4 of Schedule 2 (Professional Contractor Services), or if no overtime is permitted, insert 'No overtime permitted'.</i></p> <p><i>If the fees for any overtime are the Fees in Schedule 8 (Fees), specify that here.]</i></p>						
28	Work from Home or Flexible Work (clause 19.1 of Schedule 2 (Professional Contractor Services))	<i>[Identify if flexible work or work from home will be permitted, and set out expectations or limitations]</i>						
29	Intellectual Property (clause 20.1.1)	<i>[The Entity should specify here if it wants to change the default position in clause 20.1.1 and instead have the Service Provider own the Intellectual Property in Contract Material, or if there are no changes to the default position, insert 'No changes to the default position in clause 20.1.1']</i>						

30	Restrictions on Intellectual Property (<i>clause 20.2</i>)	<i>[Any restrictions to be imposed on a third party's use of Contract Materials and/or limits on an Entity's use of the Service Provider's branding (eg its logo) should be specified here.]</i>
31	Internal working papers (<i>clause 20.3</i>)	<i>[The Entity should specify here if any special requirements apply to internal working papers of the Service Provider (otherwise the Service Provider will be able to retain those as required under applicable Laws or professional standards)]</i>
32	Personnel Requirements	<i>[Personnel performing the Services may be required to sign a Deed and acknowledgements relating to confidentiality, security, Moral Rights, intellectual property, and other relevant matters as required by the Entity. Any Contract will be conditional on this occurring]</i>
33	Return of Confidential Information (<i>clause 23.6.3</i>)	<i>[The default position under clause 23.6.3 is that the Service Provider may retain one copy of Entity Confidential Information to the extent included in the Contract Material for its professional record keeping obligations, for insurance purposes or as otherwise required by Law. Specify if an alternate position is to apply, or if there are no changes to the default position, insert 'No changes to the default position in clause 23.6.3']</i>
34	Entity software system, platform or solution (<i>clause 3.2(c) of Schedule 2 (Professional Contractor Services)</i>)	<i>[Insert if the Service Provider is required to use a specific software system platform or solution in relation to the provision of Services in accordance with clause 3.2(c) of Schedule 2 (Professional Contractor Services), or if a specific software system, platform or solution is not required, insert 'Specific software system, platform or solution is not required']</i>
35	Entity Data Storage Requirements	<i>[Insert any Entity specific data storage requirement]</i>
36	Offshore access to and storage of Entity Material (<i>clause 24.1.6(a)</i>)	<i>[The default position under clause 24.1.6(a) is that the Service Provider must take all necessary steps to ensure Entity Material is not accessed from or stored outside Australia. Insert whether Entity Material can be accessed from or stored offshore, or if there are no changes to the default position, insert 'No changes to default position in clause 24.1.6(a)']</i>
37	Security (<i>clause 24.1.1</i>)	<i>[The Service Provider must comply with any applicable security requirements specified in the Protective Security Policy Framework (including those provisions relevant to Commonwealth contracted service providers) in accordance with clause 24.1.1.]</i>
38	Additional Requirements – Security (<i>clause 24.1.2</i>)	<i>[State any additional security requirements to the requirements contained in the Head Agreement, or that apply to particular aspects of work in accordance with clause 24.1.2 or if there are no additional security requirements, insert 'No additional security requirements']</i>
39	Additional Requirements – Defence Industry Security Program (DISP) Membership (<i>clause 24.1.8</i>)	<i>[State whether DISP Membership is required. If DISP membership is required, insert the following details:</i> <ul style="list-style-type: none"> - <i>DISP Governance Level required (and any specific details);</i> - <i>DISP Personnel Security Level required (and any specific details);</i> - <i>DISP Physical Security Level required (and any specific details);</i>

		- <i>DISP Information / Cyber Security Level (and any specific details)</i>
40	Pre-engagement checks <i>(clause 4.1 and 4.2 of Schedule 2 (Professional Contractor Services))</i>	<i>[Insert any Additional Requirements or changes to the default position under clause 4.1 and clause 4.2 of Schedule 2 (Professional Contractor Services) which lists pre-employment checks that must be carried out by Professional Contractors, or if there no changes to the default position, insert 'No changes to the default position under clauses 4.1 and 4.2 of Schedule 2 (Professional Contractor Services)']</i>
41	Drug or Alcohol Testing <i>(clause 22.2 of Schedule 2 (Professional Contractor Services))</i>	<i>[Insert any requirement for drug or alcohol testing of Professional Contractors in accordance with clause 22.2 of Schedule 2 (Professional Contractor Services) or if no drug or alcohol testing is required, insert 'No Drug or Alcohol Testing required']</i>
42	Process for Engaging Professional Contractors <i>(clause 5.1 and 5.2 of Schedule 2 (Professional Contractor Services))</i>	<i>[Insert any Additional Requirements or changes to the default position under clause 5.1 and 5.2 of Schedule 2 (Professional Contractor Services) which details the process for engaging Professional Contractors, or if there are no changes to the default position, insert 'No changes to the default position under clause 5.1 and 5.2 of Schedule 2 (Professional Contractor Services)']</i>
43	Changes to Professional Contractors <i>(clause 6.1 of Schedule 2 (Professional Contractor Services))</i>	<i>[Insert any changes to the default position under clause 6.1 of Schedule 2 (Professional Contractor Services) which allows an Entity to change the number of Professional Contractors engaged by an Entity or the location of the workplace for the Professional Contractors by providing 10 Business Days written notice, or if there are no changes to the default position, insert 'No changes to the default position under clause 6.1 of Schedule 2 (Professional Contractor Services)']</i>
44	Liability <i>(clause 19.1)</i>	<i>[The liability cap that applies for the purposes of clause 19.1 needs to be specified here.]</i>
45	Liability for Entity breach of confidentiality	<i>[Entity to specify a liability cap for breach of confidentiality by the Entity in accordance with clause 19.1.5]</i>
46	Entity Insurance Requirements <i>(clause 18.1.1 and clause 18.1.2)</i>	<p><i>[Insert any Additional Requirements for relevant insurances in accordance with clause 18.1.1, including:</i></p> <ul style="list-style-type: none"> - <i>any insurance in addition to that specified in clause 18.1.1;</i> - <i>any increase to the minimum insurance amounts specified in clause 18.1.1; and</i> - <i>any aggregate limit on public liability insurance.</i> <p><i>Insert any change to the default position under clause 18.1.2 which allows an Entity to specify the period that professional indemnity insurance must be held for.</i></p> <p><i>If there are no additional insurance requirements, insert 'No Additional Insurance Requirements']</i></p>

47	<p>Entity Service Levels <i>(clause 8.2.1)</i></p>	<p>The Service Provider must comply with the following Entity Service Levels which are measured across all Orders the Entity has with the Service Provider, in accordance with clause 8.2.1.</p> <p><i>[Insert any Entity Service Levels that apply to the Order].</i></p> <p><i>Examples of Service Levels Entities may wish to consider are:</i></p> <table border="1" data-bbox="568 389 1361 1301"> <thead> <tr> <th data-bbox="568 389 836 472">Service Level</th> <th data-bbox="836 389 1099 472">Performance Measures</th> <th data-bbox="1099 389 1361 472">Calculation Method</th> </tr> </thead> <tbody> <tr> <td data-bbox="568 472 836 707">Professional Contractor Suitability</td> <td data-bbox="836 472 1099 707">80% of Professional Contractors nominated by the Service Provider are rated by the Entity hiring manager as suitable for the role and engagement.</td> <td data-bbox="1099 472 1361 707">As determined over [X] period by the Entity acting reasonably.</td> </tr> <tr> <td data-bbox="568 707 836 943">Professional Contractor Retention</td> <td data-bbox="836 707 1099 943">90% of Professional Contractors complete the full term of their engagement for all accepted Contracts and Order Variations.</td> <td data-bbox="1099 707 1361 943">As determined over [X] period by the Entity acting reasonably.</td> </tr> <tr> <td data-bbox="568 943 836 1128">Professional Contractor Performance</td> <td data-bbox="836 943 1099 1128">95% of Professional Contractors are achieving the expected performance standards.</td> <td data-bbox="1099 943 1361 1128">As determined over [X] period by the Entity acting reasonably.</td> </tr> <tr> <td data-bbox="568 1128 836 1301">Professional Contractor Absences</td> <td data-bbox="836 1128 1099 1301">[tbc]</td> <td data-bbox="1099 1128 1361 1301">[tbc]</td> </tr> </tbody> </table>	Service Level	Performance Measures	Calculation Method	Professional Contractor Suitability	80% of Professional Contractors nominated by the Service Provider are rated by the Entity hiring manager as suitable for the role and engagement.	As determined over [X] period by the Entity acting reasonably.	Professional Contractor Retention	90% of Professional Contractors complete the full term of their engagement for all accepted Contracts and Order Variations.	As determined over [X] period by the Entity acting reasonably.	Professional Contractor Performance	95% of Professional Contractors are achieving the expected performance standards.	As determined over [X] period by the Entity acting reasonably.	Professional Contractor Absences	[tbc]	[tbc]
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Professional Contractor Performance	95% of Professional Contractors are achieving the expected performance standards.	As determined over [X] period by the Entity acting reasonably.															
Professional Contractor Absences	[tbc]	[tbc]															
48	<p>Timesheets <i>(clause 24.2 and 24.3 of Schedule 2 (Professional Contractor Services))</i></p>	<p><i>[Insert here if any Additional Requirements in relation to the form and substance of Timesheets in accordance with clause 24.2 of Schedule 2 (Professional Contractor Services).</i></p> <p><i>Insert here if the default Timesheet approval process position under clause 24.3 of Schedule 2 (Professional Contractor Services) is changed, or if no change to default position insert 'No changes to the default position under clause 24.3 of Schedule 2 (Professional Contractor Services)'.]</i></p>															
49	<p>Knowledge transfer <i>(clause 22.1(e))</i></p>	<p><i>[Insert here if Service Provider/Professional Contractor is required to:</i></p> <p><i>collaborate with Entity Personnel to develop solutions to challenging stages or components of the engagement and share key learnings and new ideas;</i></p> <p><i>provide training related to the Services that were provided under the Contract to Entity Personnel and any third party; or</i></p>															

		<p><i>undertake any other activities, and provide any other information related to the Services that were provided under the Contract, as reasonably requested by the Entity.]</i></p> <p><i>If no additional requirements insert ‘No additional Knowledge transfer activities required.</i></p> <p><i>Note, in accordance with clause 22.1 the Head Agreement, the Service Provider must ensure that the Professional Contractor undertakes the following knowledge transfer activities on an ongoing basis:</i></p> <p><i>provide copies of all information, data and documents developed by the Professional Contractor under the Contract; (excluding any information, data or documents which the Entity does not either own or have a licence or other right to).</i></p> <p><i>ensure all information, data and documents provided are in an editable format and on Entity-supported software systems, platforms or solutions (or in any other format reasonably requested by the Entity).</i></p>
50	WHS Plan <i>(clause 16.13.2)</i>	<i>[Insert if Service Provider is required to provide a WHS Plan in accordance with clause 16.13.2, or if not required insert ‘No WHS Plan required’]</i>
51	Fraud Control Plan <i>(clause 16.8)</i>	<i>[Insert if Service Provider is required to prepare a Fraud Control Plan in accordance with clause 16.8, or if not required insert ‘No Fraud Plan required’]</i>
52	Reporting to Entity <i>(clause 1.8 of Schedule 13 (Reporting))</i>	<i>[Insert the types and frequency of reports to be provided by the Service Provider in accordance with clause 1.8 of Schedule 13 (Reporting), or if not required insert ‘No reports in respect of Professional Contractors required’.]</i>
53	Governing Law and Jurisdiction <i>(clause 35.7.1)</i>	<i>[Default jurisdiction in clause 35.7.1 is ACT. Insert applicable jurisdiction here if different to the ACT]</i>
54	Entity-specific policies <i>(clause 16.1.1)</i>	<i>[Insert here if there are any additional Entity-specific policies that the Service Provider must comply with, in accordance with clause 16.1.1, or if there are none, insert ‘No additional Entity-Specific Policies’.]</i>
55	Use of generative Artificial Intelligence <i>(clause 24.2)</i>	<p>Agencies must include one of the following 2 options:</p> <p>Option 1: Insert the following if the Entity consents to the use of AI Systems in the delivery of the Services:</p> <p><i>“AI System” means the machine-based system that, for explicit or implicit objectives, infers, from the input it receives, how to generate outputs such as predictions, content, recommendations, or decisions that can influence physical or virtual environments. Different AI Systems vary in their levels of autonomy and adaptiveness after deployment.</i></p> <p><i>The Service Provider is permitted to only use the following AI Systems in its delivery of the Services:</i></p>

		<p><i>[List the AI Systems that the Service Provider will be permitted to use to deliver the Services]</i></p> <p><i>The AI Systems listed above must only be used for the following purpose, and to the extent listed below:</i></p> <p><i>[List the purpose which the AI Systems may be used, and the extent to which the AI System may be used]</i></p> <p><i>The Service Provider must not input, and must ensure that the AI System does not process or store any Commonwealth information without the prior permission of the Entity.</i></p> <p><i>The Service Provider must maintain the following governance and oversight measures in relation to its use of the AI System in the delivery of the Services:</i></p> <p><i>[List the relevant governance and oversight measures, and any other controls which the Entity wishes to impose on the use of the AI System]</i></p> <p>Option 2: If the Entity does not consent to the use of AI Systems in the delivery of the Services, insert the following:</p> <p><i>The Service Provider must not use any AI Systems in the delivery of the Services.</i></p> <p><i>“AI System” means the machine-based system that, for explicit or implicit objectives, infers, from the input it receives, how to generate outputs such as predictions, content, recommendations, or decisions that can influence physical or virtual environments. Different AI Systems vary in their levels of autonomy and adaptiveness after deployment.]</i></p>
56	Other Additional Requirements	<i>[Include any other Additional Requirements, if applicable]</i>
Commonwealth Policy Requirements		
57	Shadow Economy Policy	<i>[For procurements valued at \$4 million or more the Shadow Economy Policy applies. Entities must obtain all Valid and Satisfactory Statement of Tax Records required for the entity type of any Service Provider (and any first-tier Subcontractors of that Service Provider) that will be involved in the delivery of the Services]</i>
58	Indigenous Procurement Policy	<i>[For procurements valued at \$7.5 million or more, insert that clause 16.5.3 of the Head Agreement applies]</i>
59	Australian Industry Participation Plan	<i>[For procurements valued at \$20 million or more, the Australian Industry Participation policy may apply]</i>
Entity Information		
60	Entity Address for Notices	<p>Physical Address: <i>[Insert physical address for the Entity]</i></p> <p>Postal Address: <i>[Insert the postal address for notices, if different to the physical address]</i></p> <p>Email: <i>[Insert the email address for notices]</i></p>

61	Entity Address for Invoices	Invoices must be submitted to <i>[insert email address for invoices]</i> and must contain <i>[include any other requirements for the invoice as specified in Item 22 of the Order Template, e.g., that the purchase order no. must be quoted in the invoice]</i>
Service Provider Information		
62	Service Provider Address for Notices	<p>Physical Address: <i>[Insert physical address for the Service Provider]</i></p> <p>Postal Address: <i>[Insert the postal address for notices, if different to the physical address]</i></p> <p>Email: <i>[Insert the email address for notices]</i></p>

Signed for and on behalf of
Commonwealth of Australia
as represented by the [insert Entity
name] [insert Entity ABN]

name of authorised officer

title of authorised officer

date



Signature of authorised officer

Signed for and on behalf of
[insert Service Provider's name], [insert
Service Provider's ABN]

*name of Service Provider's authorised
representative*

*title of Service Provider's authorised
representative*

date



*Signature of Service Provider's authorised
representative*

Schedule 11 Order Variation Template

Parties

- A. Commonwealth of Australia as represented by [insert Entity name and ABN] (**Entity**); and
- B. [Name and ABN of Service Provider] (**Service Provider**)

Recitals

- A. The Entity and the Service Provider are party to an Order dated [insert date] for the provision of [include description of the services].
- B. The parties wish to vary the Order as provided by this Order Variation.

The parties agree as follows:

The Order is varied in accordance with the terms set out below. Unless specifically stated in this Order Variation, all terms and conditions of the Order continue unaffected.

1.	Order Variation number	
2.	Raised by	
3.	Details of change (use attachments if required)	Example: Old Text: Clause XXX New Text XXXXX
4.	Implementation date of variation	
5.	Effect on services	
6.	Plan for implementing the change [if any]	
7.	Effect on price [if any]	Example: Old Price: Clause XXX New Price XXXXX
8.	Effect on service levels [if any]	As above

9.	Other relevant matters (e.g. transitional impacts)	
----	-----------------------------------------------------------	--

[Insert description of any other variation]

Executed as an agreement

Entity _____
 Name (print) _____
 Position _____
 Signature _____
 Date _____

Service Provider
 Name (print) _____
 Position _____
 Signature _____
 Date _____

Schedule 12 Performance Management Framework and Service Levels

1 Introduction

- 1.1 The purpose of this **Schedule 12 (Performance Management Framework and Service Levels)** is to outline the Performance Management Framework for the Head Agreement, and the agreed service standards and performance measures that are to be used in managing the contractual arrangement and relationship between Finance, Entities and the Service Provider responsible for the provision of the Services.
- 1.2 The Service Levels specify the minimum expected performance and operation of the Services and will be used to measure the performance of the Service Provider, and the satisfaction of Entities in regard to the delivery of the Services.
- 1.3 The Service Provider acknowledges that copies of this **Schedule 12 (Performance Management Framework and Service Levels)**, and any performance management and service level analyses prepared by Finance, may be made available to Entities who are the recipient of Services provided under the Head Agreement.
- 1.4 Where an Entity specifies performance management requirements and Service Levels in an Order, these are in addition to, and do not replace the Performance Management Framework and Service Levels in this **Schedule 12 (Performance Management Framework and Service Levels)**.

2 Performance Management Framework

2.1 Overview

- (a) The Service Provider acknowledges that:
- (i) its performance will be measured against the performance measures in **clause 2.2, 2.3 and 2.4** of this **Schedule 12 (Performance Management Framework and Service Levels)**; and
 - (ii) Entities will provide to Finance reporting on the Service Provider's performance.

2.2 Quality

- (a) The following quality performance measures apply to the Head Agreement:
- (i) the capability and availability of Personnel;
 - (ii) documentation provided to high standard; and

- (iii) the Services provided met the Entity needs, and requirements of the Order.

2.3 Communication

- (a) The following communication performance measures apply to the Head Agreement:
 - (i) proactive and effective communication with the Entity;
 - (ii) responsiveness; and
 - (iii) Entity reference numbers included in all correspondence.

2.4 Contract Performance

- (a) The following contract performance measures apply to the Head Agreement:
 - (i) understanding of the Entity's needs;
 - (ii) effective management of timelines;
 - (iii) effective budget management;
 - (iv) service provision managed diligently; and
 - (v) reasonable assistance provided in respect of any inquiry concerning the Service Provider's performance of Ordered Services.

3 Service Levels

3.1 The Service Levels and minimum expected performance for:

- (a) the Head Agreement are outlined in **Table 1** of this **Schedule 12 (Performance Management Framework and Service Levels)**; and
- (b) a Contract are as specified in an Order (**Contract Service Levels**)

3.2 The Service Levels applicable to the Head Agreement apply from the Head Agreement Commencement Date, and the Service Levels applicable to a Contract apply from the Order Commencement Date.

3.3 Responsibilities of the Service Provider

- (a) The Service Provider will use its best endeavours to meet or exceed the Service Levels during the Head Agreement Period.
- (b) The Service Provider will make all relevant Personnel and Subcontractors aware of the Service Levels.

3.4 Adjustments to the Service Levels

- (a) The Service Provider and Finance, both acting reasonably, may from time to time agree to adjust, remove or include new Service Levels, if:

- (i) Service Levels require adjustment through the Head Agreement Period;
- (ii) additional Service Levels are required; or
- (iii) a Service Level is no longer considered appropriate.

This is in addition to any reviews described in the Service Levels.

Any changes to the Service Levels must be made in accordance with **clause 34.2** of the Head Agreement.

3.5 Assessing Service Levels

- (a) Finance will assess the Service Provider's compliance with the Head Agreement Service Levels in accordance with this **Schedule 12 (Performance Management Framework and Service Levels)** and may:
 - (i) consider the Service Provider's performance against the Performance Management Framework, including performance trends;
 - (ii) request and consider additional information from Entities;
 - (iii) use the results from any Entity satisfaction survey;
 - (iv) consider any information provided by the Service Provider at a contract management meeting; and
 - (v) consider information obtained through an audit conducted under **clause 32** of the Head Agreement.

3.6 Process for determining a Service Level Failure

- (a) A Service Level Failure is recorded for each occasion the Service Provider does not comply with, or maintain the minimum expected performance of a Service Level.
- (b) Where a Service Level has a minimum expected performance, availability or operation of 100%, if there is a single occasion where the performance of that Service Level is not satisfactory or maintained in accordance with the Service Level then it will constitute a Service Level Failure.
- (c) Paragraphs (a) and (b) of this **clause 3.6** do not apply to the extent that a failure is caused by an event outside the reasonable control of the Service Provider or is significantly contributed to by an act or omission by Finance or an Entity.

3.7 Service Provider's responsibility to correct a Service Level Failure under the Head Agreement

- (a) In the event of a Service Level Failure in relation to the Head Agreement Service Levels, Finance may request via notice that the Service Provider provide Finance with a plan to remedy the failure, including a due date for correcting the failure.

- (b) If the failure is not possible to rectify, the plan must describe how the Service Provider will ensure the failure does not happen again.
- (c) The Service Provider must make any changes to the plan required by Finance, and implement the plan once approved by Finance.
- (d) Finance may communicate the Service Level Failure in relation to the Head Agreement Service Levels and any established interim processes or procedures with Entities.
- (e) The Service Provider must give notice to Finance when any Service Level Failure in relation to the Head Agreement Service Levels has been corrected and where relevant, outline the corrective action taken and steps developed to prevent future failures of a similar nature.
- (f) Failure to achieve one or more of the Service Levels, or a trend of Service Level Failure may result in Finance enforcing its rights in relation to underperformance including but not limited to:
 - (i) requiring the Service Provider to remedy a Service Level Failure in accordance with **clause 3.7** of this **Schedule 12 (Performance Management Framework and Service Levels)**; and
 - (ii) enforcing its rights in **clauses 8** and **27** of the Head Agreement (or other rights under the Head Agreement).

3.8 Service Provider's responsibility to correct a Service Level Failure under an Order

- (a) Where an Order includes Entity Service Levels, in the event of a Service Level Failure, the Entity may request that the Service Provider provide the Entity with a plan to remedy the failure, including a due date for correcting the failure.
- (b) If the failure is not possible to rectify, the plan must describe how the Service Provider will ensure the failure does not happen again.
- (c) The Service Provider must make any changes to the plan required by the Entity, and implement the plan once approved by the Entity.
- (d) The Service Provider must give notice to the Entity when any Service Level Failure for a Contract Service Level has been corrected and where relevant, outline the corrective action taken and steps developed to prevent future failures of a similar nature.
- (e) An Entity may report a Service Level Failure for a Contract Service Level to Finance and request that Finance escalate the issue for mediation between the Service Provider's Senior Executive and Finance's First Senior Executive.

Table 1 – Head Agreement Service Levels

Service Level No	Service Level	Performance Measures	Calculation Method
SL1	Reporting – Quality (per report) (In accordance with the Report Specifications in Schedule 13 (Reporting))	98% accuracy of the reporting data provided to Finance.	Each instance below the 98% target where reporting is not compliant with the reporting specifications in Schedule 13 (Reporting) , and Finance requests missing data or seeks corrections on reports submitted by the Service Provider is a service failure.
SL2	Service Delivery (In accordance with the Performance Management Framework of this Schedule 12 (Performance Management Framework and Service Levels))	80% of Entities surveyed confirm satisfaction with the Service Provider's provision of the Services as detailed in Orders. Note: This is the Service Provider performance not the Professional Contractor's performance against the specified duties.	Finance will determine the level of compliance with this Service Level by analysing Entity reports on the Service Provider's performance against the Performance Management Framework.
SL3	Notification of security incident or breach	100% compliance with the requirement to immediately notify Finance and any relevant Entity if there is a Security Incident or a breach of any of the Service Provider's obligations under clause 24 , by the Service Provider or any of its Personnel or Subcontractors	Any instance where Finance and any relevant Entity are not immediately notified of a Security Incident or a breach of any of the Service Provider's obligations under clause 24 is a service failure.
SL4	Invoicing - accuracy	100% compliant with the Head Agreement Pricing schedules	Each instance where invoices are not compliant with agreed pricing schedules, and Finance or an Entity requests missing data or seeks corrections on an invoice submitted by the Service Provider is a service failure.
SL5	Panel Administration Platform	100% compliance with Panel Administration Platform clauses	Each instance where the Panel Administration Platform obligations are not met per clause 5.5 (New Finance Panel Administration Platform) is a service failure.
SL6	Work Level Standards	100% compliance with Schedule 7, Work Level Standards for all Professional Contractors engaged under an Order	Each instance where a Professional Contractor is found, in the reasonable assessment of Finance, not to meet the Work Level Standards is a service failure.

Schedule 13 Reporting

1 Reporting Method

1.1 Reporting to Finance under this **Schedule 13 (Reporting)** must be submitted via CRIIS (or another platform notified by Finance) in accordance with **clause 5.5** of the Head Agreement. The Service Provider must ensure it has (and maintains) access to CRIIS and that reports are lodged in CRIIS in the form, format and within the timeframes required by this Schedule 13.

1.2 If directed by Finance, the Service Provider must provide Manual Reporting in accordance with **clauses 1.4, 1.5 and 1.6**.

1.3 If Manual Reporting is required under **clause 1.2**, the Service Provider must submit the report manually and not in CRIIS.

1.4 Manual Reporting – File Naming Convention

- (a) Reports must be clearly labelled, with the following file naming convention to be applied:

ABN_Name_Date

Where:

ABN is the Service Provider's ABN, with no spaces

Name the Report Name is '[Professional Contractor]'.

Date is the date of the report using a YYYY_MM_DD format, i.e. for 15 May 2024, the date would be 2024_05_15.

The file name would be

ABN_ProfessionalContractor_2024_05_15

1.5 Manual Reporting – Formatting Standards

- (a) Formatting standards for reporting Professional Contractor Services to Finance are detailed in the Report Specifications in **Table 2** and **Table 3** in **clause 1.9**, with the following additional formatting standards to apply:

- (i) case sensitivity, where values that are intended to be the same are truly identical and do not differ in case sensitivity or through abbreviation;

- (ii) the letter 'A' in the Format column of a Report Specification indicates the field is text field, and the letters 'AN' in the Format column of a Report Specification indicates the field is text and number field;
 - (iii) files are to be provided as comma-separated values (CSV) using semi-colon text delimited format, or any other format reasonably requested by Finance;
 - (iv) files must be compatible with Microsoft Excel 2007, and later versions, unless otherwise advised by Finance; and
 - (v) reports must not be locked in a manner that prevents Finance from reviewing or analysing raw information in a report, or the information used to generate a report.
- (b) Where agreed by Finance, reports may be password protected for confidentiality or security purposes. Where Finance has agreed to a report being password protected the Service Provider must provide report passwords to Finance.

1.6 Report Timing Requirements

- (a) The Service Provider must provide reports in accordance with the applicable Reporting Schedule in **Table 1** of this **clause 1.6**.

Table 1: Service Provider Reporting Schedule

Ref.	Report	Reporting Period	Reporting Schedule
1	Professional Contractor Engagement Report	Reporting is to be submitted monthly until all invoices are paid in full.	Within 10 Business Days of execution of an Order or variation with a Commonwealth entity.
2	Professional Contractor Worker Timesheet Report	Reporting is to be submitted fortnightly for the duration of the Order.	Within 5 Business Days of the end of each fortnight, where a fortnight begins on the Order Commencement Date.

- (b) The Service Provider must ensure a Professional Contractor Timesheet Report is submitted for each Professional Contractor specified in an Order for each Entity they are engaged by, for the duration of the Order Term.
- (c) The Service Provider is not required to submit a Professional Contractor Timesheet Report or a Professional Contractor Engagement Report if there have been no new engagements or if there have been no Professional Contractors working during a particular period within the respective Reporting Schedules for each of those reports.
- (d) Where a Service Provider provides a Timesheet to an Entity, which the Entity does not accept, and is therefore amended (in accordance with **clause 24.3(c) of Schedule 2 (Professional Contractor Services)**), the Service Provider must update and resubmit the previously provided Professional Contractor Timesheet Report for the relevant period.

- (e) Only Services that have been invoiced and paid in full by an Entity within the reporting period are to be included in the Professional Contractor Engagement Report for the reporting period.

1.7 File Transfer Requirements and Security

- (a) Reports are to be transferred (submitted) to Finance electronically or as otherwise notified by Finance.
- (b) The Service Provider warrants that all transferred files are free of Harmful Code.

1.8 Reporting to Entities

- (a) An Entity will specify in a Contract the types and frequency of reports to be provided by the Service Provider in respect of Professional Contractor Services, and the Service Provider must provide the reports specified in a Contract at the times required by the Entity. Without limitation, the Service Provider may be required by a Contract to report on:
 - (i) attendance of Professional Contractors over specified periods;
 - (ii) attrition rates for Professional Contractors;
 - (iii) performance of the Professional Contractors, including against performance standards (if any);
 - (iv) compliance with workplace Laws;
 - (v) compliance by the Service Provider with the Integrity Requirements; and
 - (vi) any other matters requested by the Entity.

1.9 Reporting to Finance

- (a) The Service Provider must provide to Finance the Professional Contractor Engagement Report in the format detailed in the Professional Contractor Engagement Report in **Table 2** of this **clause 1.9**.
- (b) The Professional Contractor Engagement Report is to be provided in accordance with the Reporting Schedule in **Table 1** of **clause 1.6** of this **Schedule 13 (Reporting)**.

Table 2: Professional Contractor Engagement Report Specification

Position	Format	Header Name	Purpose	Reference Table	Notes
A	N	ABN	To uniquely identify the Service Provider.	12345678910	11-digit number with no spaces (Refer <i>Item 1 of Schedule 10</i>)
B	AN	SRVC_PRVDR	To uniquely identify the Service Provider.		This is a short name agreed with Finance to uniquely identify the Service Provider and cannot be varied without approval from Finance.
C	AN	ORDER_NO	To identify the Entity Order number		The Order number must be the Order number specified by an

Position	Format	Header Name	Purpose	Reference Table	Notes
					Entity in an Order (<i>Refer Item 4 of Schedule 10</i>)
D	N	ENTITY_ABN	To provide the ABN for the relevant Entity	12345678910	11-digit number with no spaces (<i>Refer Item 3 of Schedule 10</i>)
E	AN	ENTITY	To identify the relevant Entity		Entity name listed on the Order (<i>Refer Item 2 of Schedule 10</i>)
F	A	CN_TYPE	To identify if the reporting reflects a new Order, an extension option being exercised or if the item being reported has been varied through an Order variation (add or remove Professional Contractor resources)		New Contracts = N Variation= V
G	N	CN_START	To identify the Contract start date	DD/MM/YY	This is the date upon which the Professional Contractor first attends the Entity's workplace in accordance with the work Order. (<i>Refer Item 8 of Schedule 10</i>)
H	N	CN_END	To identify the Contract end date	DD/MM/YY	This is the date upon which the Professional Contractor last attends the Entity's workplace identified in the Order. (<i>Refer Item 9 of Schedule 10</i>)
I	N	CN_EXT_END	To identify the end date of any extension options		If multiple extensions options apply, the date should reflect the last extension option end date identified in the Order. (<i>Refer Item 10 of Schedule 10</i>)
J	N	CN_NO_EXT	To identify the number of extension options		This is the total number of extension options identified in the Order. (<i>Refer Item 10 of Schedule 10</i>)
K	N	PST_WORK_LOCATION	To identify the State or Territory that will be the primary work location		This is the postcode location at which the Professional Contractor attends the Entity's workplace in identified in the Order. It may be a different location to the office issuing in the Order. (<i>Refer Item 19 of Schedule 10</i>)
L	A	SRVC_AREA	To identify the Service Area the role maps to		Service Category as identified in the Order (<i>Refer Item 12.2 of Schedule 10</i>)
M	A	SRVC_CAT	To identify the Service Category the role maps to		Service Category as identified in the Order (<i>Refer Item 12.3 of Schedule 10</i>)
N	A	SRVC_DESC	To identify the Service Descriptor the role maps to		In accordance with the Indicative Services Descriptor identified in the Order. (<i>Refer Item 12.4 of Schedule 10</i>)
O	A	PC_WLS	To identify the Work Level Standard the role maps to		In accordance with the Indicative Work Level Standard identified in the Order. (<i>Refer Item 12.1 of Schedule 10</i>)
P	A/N	PC_ID	To identify the Professional Contractor assigned to the Order		This is the unique ID assigned to every registered Professional Contractor identified in the Order. (<i>Refer Item 14 of Schedule 10</i>)
Q	A/N	PC_REMOVED	To identify the Professional Contractor removed from a current Order		This is the unique ID assigned to the Professional Contractor that is removed from the Order via an Order Variation. (<i>Refer Item 14 of Schedule 10</i>)
R	A/N	PC_ADDED	To identify the Professional Contractor added to a current Order		This is the unique ID assigned to the Professional Contractor that is added to the Order via an Order Variation. (<i>Refer Item 14 of Schedule 10</i>)

Position	Format	Header Name	Purpose	Reference Table	Notes
S	A/N	CESSATION_REASON	Reason for removing a Professional Contractor from an Order		The reason a Professional Contractor was ceased prior to the end date identified in the Order. This will be a Finance defined list.
T	N	DAILY_RATE_PAY	Daily Rate Payable under this Order, ex GST		Total Fees Payable under this Order. (Refer Item 12.10 of Schedule 10)
U	N	INV_PAID	Total invoice amount (exclusive of GST) paid by the Entity.		Numeric value in Australian \$ to two decimal points.
V	N	TOTAL_PAYABLE	Total Fees Payable under this Order, ex GST		Total Fees Payable under this Order. (Refer Item 13 of Schedule 10)
W	A	ENTITY_CONTACT	To identify Entity contact point name		The Entity Representative's name identified in the Order. (Refer Item 0 of Schedule 10)
X	N	ENTITY_CONTACT_NO	To identify Entity contact point phone number		The Entity Representative's phone number identified in the Order. (Refer Item 0 of Schedule 10)
Y	AN	ENTITY_EMAIL	To identify Entity contact point email address		The Entity Representative's email address identified in the Order. (Refer Item 0 of Schedule 10)
Z	N	COST_CENTRE	To assist with Finance administration fee recovery by Finance		Entity cost centre code identified in the Order. (Refer Item 6 of Schedule 10)

- (c) The Service Provider must provide to Finance the Professional Contractor Timesheet Report in the format detailed in **Table 3** of this **clause 1.9**.
- (d) The Professional Contractor Timesheet Report is to be provided in accordance with the Reporting Schedule in **Table 1** of **clause 1.6** of this **Schedule 13 (Reporting)**.

Table 3: Professional Contractor Timesheet Report Specification

Position	Format	Header Name	Purpose	Reference Table	Notes
A	A/N	PC_ID	To identify the Professional Contractor assigned to the Order		This is the unique ID assigned to every registered Professional Contractor identified in the Order. (Refer Item 14 of Schedule 10)
B	N	PC_NAME	Name of the Professional Contractor		
C	N	SP_ABN	To uniquely identify the Service Provider.	12345678910	11-digit number with no spaces (Refer Item 1 of Schedule 10)
D	AN	SRVC_PRVDR	To uniquely identify the Service Provider.		This is a short name agreed with Finance to uniquely identify the Service Provider and cannot be varied without approval from Finance.
E	N	ENTITY_ABN	To provide the ABN for the relevant Entity	12345678910	11-digit number with no spaces (Refer Item 3 of Schedule 10)

Position	Format	Header Name	Purpose	Reference Table	Notes
F	AN	ENTITY	To identify the relevant Entity		Entity name listed on the Order <i>(Refer Item 2 of Schedule 10)</i>
G	AN	ORDER_NO	To identify the Entity Order number		The Order number must be the Order number specified by the Panel Administration Platform to an Entity in an Order <i>(Refer Item 4 of Schedule 10)</i>
H	N	TS_DATE*	To capture the date worked	DD/MM/YY	This is the date upon which the Professional Contractor has provided services in accordance with the work order.
I	N	TS_START*	To record the start time	HH:MM	This is the time upon which the Professional Contractor began providing services in accordance with the work order, on the date set out in TS_Date.
J	N	TS_END*	To record the end time	HH:MM	This is the time upon which the worker ceased providing services in accordance with the work order, on the date set out in TS_Date.
K	N	TS_TOTAL HRS	To record the total time worked on that day	HH:MM	This is the total time for which the Professional Contractor provided services in accordance with the work order, on the date set out in TS_Date, excluding breaks/hours not providing service.
L	AN	TS_PERIOD	To identify the specified Timesheet period		The reporting period specified by Finance or identified in the Order <i>(Refer Item 48 of Schedule 10)</i>
M	AN	WLS_EQ	To identify the Work Level Standards		The Work Level Standard classification by which the Professional Contractor is engaged as identified in the Order. <i>(Refer Item 12 of Schedule 10)</i>

Schedule 14 Service Provider's Confidential Information

The following information is confidential to the Service Provider:

Item	Description of Information	Reason for confidentiality	Period of confidentiality
1			
2			

OR

The Service Provider did not identify any Service Provider's Confidential Information.

Schedule 15 Deed of Variation

Parties

- A. Commonwealth of Australia as represented by the Department of Finance ABN 61 970 632 495 (**Finance**); and
- B. [Name and ABN of Service Provider] (**Service Provider**)

Recitals

- A. Finance and the Service Provider are party to the Head Agreement dated [insert date] for the provision of Services.
- B. The parties wish to vary the Head Agreement as provided by this Deed of Variation.

The parties agree as follows:

The Head Agreement is varied in accordance with the terms set out below. Unless specifically stated in this Deed of Variation, all terms and conditions of the Head Agreement continue unaffected.

1.	Deed of Variation number	
2.	Raised by	
3.	Details of change (use attachments if required)	Example: Old Text: Clause XXX New Text XXXXX
4.	Implementation date of variation	
5.	Effect on services	
6.	Plan for implementing the change [if any]	
7.	Effect on price [if any]	Example: Old Text: Clause XXX New Text XXXXX

8.	Effect on service levels [if any]	
9.	Other relevant matters (e.g. transitional impacts)	

Variation to Head Agreement:

[Insert description of variation]

Signed as a Deed on _____ (*insert date of this deed*).

SIGNED, SEALED AND DELIVERED for and on behalf of the Commonwealth of Australia, represented by the Department of Finance ABN 61 970 632 495 by:

Signature of Signatory

Signature of Witness

Full name of Signatory

Full name of Witness

Date:

[The appropriate signature block to bind the Service Provider under a Deed will be included here.]

SIGNED, SEALED AND DELIVERED by [insert Service Provider’s name and ABN] by the following persons in accordance with section 127 of the *Corporations Act 2001* (Cth):

Signature of Director

Signature of Director/Company Secretary

Full name of Director (print)

Full name of Director/Company Secretary

Date:

Schedule 16 Deed of Novation



Australian Government

Department of Finance

Deed of Novation

Between

**the Commonwealth of Australia as represented by
the Department of Finance**

and

[insert name]

and

[insert name]

**For the Provision of Professional Contractor Services
to the Australian Government**

Contents

1. Definitions and interpretation.....	159
2. Novation of the Head Agreement.....	160
3. Warranties.....	161
4. General.....	162
5. Governing law and jurisdiction	162
Deed of Novation	163
Signing Page	163

Parties

The **COMMONWEALTH OF AUSTRALIA** as represented by the Department of Finance
ABN 61 970 632 495 (**Finance**);

and

[Insert name, ABN and address of Service Provider] (**Outgoing Service Provider**);

and

[Insert name, ABN and address of Service Provider] (**Incoming Service Provider**);

Background

- A. Finance has established a People Panel for the Australian Government to which the Outgoing Service Provider has been appointed.
- B. The People Panel arrangement for the Outgoing Service Provider is reflected in a Head Agreement between Finance and the Outgoing Service Provider.
- C. The Outgoing Service Provider desires to be released and discharged from the People Panel arrangement and Finance has agreed to release and discharge the Outgoing Service Provider upon the Incoming Service Provider assuming the obligations of the Outgoing Service Provider under the Head Agreement as a party in lieu of the Outgoing Service Provider.
- D. The parties have agreed to novate the Head Agreement on the terms and conditions contained in this Deed.

Operative provisions

1. Definitions and interpretation

1.1. Definitions

1.1.1. In this Deed, except where the contrary intention is expressed, the following definitions are used:

ABN	the Australian Business Number issued by the Australian Taxation Office.
Commonwealth	the Commonwealth of Australia.
Date of this Deed	the date this Deed is signed by Finance.
Deed	this Deed of Novation between Finance, the Outgoing Service Provider and the Incoming Service Provider.
Entity	<p>(a) the following entities, organisations or persons authorised by Finance to obtain Services from the Service Provider under the Head Agreement:</p> <p>(i) a Non-corporate Commonwealth entity;</p> <p>(ii) a corporate Commonwealth entity as defined by the PGPA Act; and</p> <p>(iii) any other government entities authorised by Finance and advised in writing to the Service Provider from time to time.</p> <p>To avoid doubt, a reference to an Entity does not include Finance unless Finance issues an Order to the Service Provider.</p>
Head Agreement	the head agreement between Finance and the Outgoing Service Provider for Professional Contractor Services for the Australian Government.
People Panel	the Whole of Australian Government People Panel – Professional Contractor Services established by Finance as a coordinated procurement.

All other capitalised terms used in this Deed have the same definition as in the Head Agreement.

1.2. Interpretation

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

- (a) a reference to Finance means Finance as a party to this Deed;

- (b) a reference to a person includes a natural person, partnership, body corporate, association, governmental or local authority or agency or other entity;
- (c) a reference to a clause, section or paragraph includes a reference to a subclause of that clause, subsection of that section or subparagraph of that paragraph;
- (d) a reference to a document (including this Deed) is to that document as varied, novated, ratified or replaced from time to time;
- (e) a reference to time is to the time in the place where the obligation is to be performed unless otherwise expressly stated;
- (f) another grammatical form of a defined word or expression has a corresponding meaning;
- (g) the singular includes the plural and vice versa, and a gender includes other genders;
- (h) if a word or phrase is given a defined meaning, any other part of speech or grammatical form of that word or phrase has a corresponding meaning;
- (i) 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 assigns and substitutes;
- (j) headings are for ease of reference only and do not affect interpretation;
- (k) a reference to a matter being to the knowledge of a person means that the matter is to the best of the knowledge and belief of that person after proper inquiry including inquiry which a reasonable person would be prompted to make by reason of knowledge of a fact;
- (l) a reference to A\$, \$A, AUD, dollar or \$ is to Australian currency unless stated otherwise; and
- (m) this Deed must not be construed adversely to a party just because that party prepared it or caused it to be prepared.

2. Novation of the Head Agreement

2.1. Rights and obligations of the Incoming Service Provider

With effect from the Date of this Deed, the Incoming Service Provider:

- (a) is entitled to all rights and benefits under the Head Agreement to which, but for this Deed, the Outgoing Service Provider would have been entitled at and after the Date of this Deed;
- (b) must perform all obligations and discharge all liabilities under the Head Agreement which, but for this Deed, the Outgoing Service Provider would have been required to perform or discharge at and after the Date of this Deed; and

- (c) is bound by and must comply with all other provisions of the Head Agreement by which, but for this Deed, the Outgoing Service Provider would have been bound at and after the Date of this Deed,

as if the Incoming Service Provider had been a party to the Head Agreement instead of the Outgoing Service Provider.

2.2. Release of the Outgoing Service Provider

With effect from the Date of this Deed, Finance releases the Outgoing Service Provider from all obligations and liabilities under the Head Agreement to be performed or discharged at or after the Date of this Deed.

2.3. Release of Finance

With effect from the Date of this Deed, the Outgoing Service Provider releases Finance from all obligations and liabilities under the Head Agreement to be performed or discharged at or after the Date of this Deed.

2.4. Obligations and liabilities arising before the Date of this Deed

Nothing in this Deed releases the Outgoing Service Provider, or Finance, from any obligation or liability under the Head Agreement arising before the Date of this Deed and the Incoming Service Provider does not assume any such obligation or liability.

3. Warranties

3.1. Authority and capacity

The Incoming Service Provider warrants to Finance that, as at the Date of this Deed:

- (a) it is a company properly incorporated and validly existing under the Laws of Australia, has the legal right and full corporate power and capacity to execute, deliver and perform its obligations under the Head Agreement and this Deed and has obtained all necessary authorisations and consents and taken all other actions necessary to enable it to do so;
- (b) this Deed constitutes valid legal and binding obligations of the Incoming Service Provider in accordance with its terms; and
- (c) the execution, delivery and performance of this Deed by the Incoming Service Provider does not and will not result in a breach of or constitute a default under:
 - (i) any agreement to which it is party;
 - (ii) any provision of its constitution; or
 - (iii) any Law or regulation or any order or judgment of any court or regulatory authority to which it is a party or by which it is bound.

3.2. Reliance

The Incoming Service Provider acknowledges that in entering into this Deed, Finance has relied on the warranties in **clause 3.1**.

4. General

4.1. Amendments

This Deed may only be varied by a deed executed by or on behalf of each party.

4.2. Counterparts

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

4.3. Costs

Except as otherwise provided in this Deed, each party must pay its own costs and expenses in connection with negotiating, preparing, executing and performing this Deed.

4.4. Further acts and documents

Each party must promptly do all further acts and execute and deliver all further documents (in form and content reasonably satisfactory to that party) required by Law or reasonably requested by another party to give effect to this Deed.

5. Governing law and jurisdiction

5.1. Governing law

This Deed 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.

5.2. Jurisdiction

Each party irrevocably:

- (a) submits to the non-exclusive jurisdiction of the courts of the Australian Capital Territory, Commonwealth courts having jurisdiction in that Territory and the courts competent to determine appeals from those courts, with respect to any proceedings that may be brought at any time relating to this Deed; and
- (b) waives any objection it may have now or in the future to the venue of any proceedings, and any claim it may have now or in the future that any proceedings have been brought in an inconvenient forum, if that venue falls within **clause 5.2(a)**.

Deed of Novation

Signing Page

Signed as a Deed on _____ *(insert date of this deed)*.

SIGNED, SEALED AND DELIVERED for and on behalf of the Commonwealth of Australia, represented by the Department of Finance ABN 61 970 632 495 by:

Signature of Signatory

Signature of Witness

Full name of Signatory

Full name of Witness

Date:

SIGNED, SEALED AND DELIVERED by [insert Outgoing Service Provider's name and ABN] by the following persons in accordance with section 127 of the *Corporations Act 2001* (Cth):

Signature of Director

Signature of Director/Company Secretary

Full name of Director (print)

Full name of Director/Company Secretary

Date:

SIGNED, SEALED AND DELIVERED by [insert Incoming Service Provider's name and ABN] by the following persons in accordance with section 127 of the *Corporations Act 2001* (Cth):

Signature of Director

Signature of Director/Company Secretary

Full name of Director (print)

Full name of Director/Company Secretary

Date:

Signing Page

Executed as a Deed

SIGNED, SEALED AND DELIVERED for and)
on behalf of the Commonwealth of Australia,)
represented by the Department of Finance)
ABN 61 970 632 495 by:

Name of signatory

Signature

Date

In the presence of:

Name of witness

Signature of witness

[Note to Service Provider: please use the appropriate signature block for your entity type from the options below]

Option 1: Not sole director company not affixing common seal

SIGNED, SEALED AND DELIVERED by
[insert Service Provider's name and ABN] by
the following persons in accordance with
section 127 of the *Corporations Act 2001*
(Cth):

Signature of Director

Signature of Director/Company Secretary

Name of Director (print)

Name of Director/Company Secretary (print)

Date

Option 2: Not sole director company affixing common seal

THE COMMON SEAL of [insert Service Provider's name and ABN] is duly affixed in the presence of:

Signature of authorised person

Office held

Name of authorised person (print)

Date

Signature of authorised person

Office held

Name of authorised person (print)

Option 3: Sole director/sole secretary company not affixing common seal

SIGNED, SEALED AND DELIVERED by
[insert Service Provider's name and ABN] in
accordance with section 127(1) of the
Corporations Act 2001 (Cth):

Signature of director (who states that they are
the sole director and sole company secretary
of the company)

Name of director/company secretary (print)

Date

Option 4: Sole director/sole secretary company affixing common seal

THE COMMON SEAL of [insert Service
Provider's name and ABN] is duly affixed:

Signature of director (who states that they are
the sole director and sole company secretary
of the company)

Name of director/company secretary (print)

Date

Option 5: Sole director/no secretary company not affixing common seal

SIGNED, SEALED AND DELIVERED by
[insert Service Provider's name and ABN] in
accordance with section 127(1) of the
Corporations Act 2001 (Cth):

Signature of director (who states that they are
the sole director of the company and it does
not have a company secretary)

Name of director (print)

Date

Option 6: Sole director/no secretary company affixing common seal

THE COMMON SEAL of [insert Service
Provider's name and ABN] is duly affixed:

Signature of director (who states that they are
the sole director of the company and it does
not have a company secretary)

Name of director/company secretary (print)

Date

Option 7: Trustee executing on behalf of not sole director company

SIGNED, SEALED AND DELIVERED by
[insert Service Provider's name and ABN] as
trustee of the [Insert trust name] in accordance
with section 127(1) of the *Corporations Act*
2001 (Cth):

Signature of Director

Signature of Director/Company Secretary

*delete whichever is not applicable

Name of Director (print)

Name of Director/Company Secretary (print)

*delete whichever is not applicable

Date

Option 8: Trustee executing on behalf of a sole director/sole secretary company

SIGNED, SEALED AND DELIVERED by
[insert Service Provider's name and ABN] as
trustee of the [Insert trust name] in
accordance with section 127(1) of the
Corporations Act 2001 (Cth):

Signature of director (who states that they are
the sole director and sole company secretary
of the company)

Name of director/company secretary (print)

Date

Option 9: Trustee executing on behalf of a sole director/no secretary company

SIGNED, SEALED AND DELIVERED by
[insert Service Provider's name and ABN] as
trustee of the [Insert trust name] in
accordance with section 127(1) of the
Corporations Act 2001 (Cth):

Signature of director (who states that they are
the sole director of the company and it does
not have a company secretary)

Name of director (print)

Date

Option 10: Individual agent or attorney executing on behalf of company

SIGNED, SEALED AND DELIVERED for
[insert Service Provider's name and ABN:

Signature of agent/attorney

Name of agent/attorney (print)

Date

Option 11: Individual joint agents or attorneys executing on behalf of a company

SIGNED, SEALED AND DELIVERED for
[insert Service Provider's name and ABN:

Signature of agent/attorney

Name of agent/attorney (print)

Date

Signature of agent/attorney

Name of agent/attorney (print)

Option 12: Individual

SIGNED, SEALED AND DELIVERED in the presence of:

Signature of witness

Name of witness (print)

Date

Signature of [insert individual's name]

Option 13: If the Service Provider is a partnership

SIGNED by [Insert signatory name], a partner in [insert Service Provider's name and ABN] in the presence of:

Signature of witness

Name of witness (print)

Date

Signature of [insert signatory's name]

[Note to Service Provider: if none of the options above are suitable for your entity type, please insert your own execution block.]