

**SENATE EMPLOYMENT, WORKPLACE RELATIONS AND EDUCATION
LEGISLATION COMMITTEE**

**2005-2006 ADDITIONAL SENATE ESTIMATES HEARING
16 FEBRUARY 2006
EMPLOYMENT AND WORKPLACE RELATIONS PORTFOLIO**

QUESTIONS ON NOTICE

Outcome 2: Higher productivity, higher pay workplace

Output Group 2.1: Workplace relations policy and analysis

Output 2.1.1: Workplace relations policy advice

Question Number: W715-06

Question:

Senator Wong asked in writing:

- a) Has the federal government conducted any market research, including attitude surveys, focus group sessions and tracking studies, regarding the industrial relations changes?
- b) What was the purpose of the market research studies?
- c) Which market research firms were granted contracts and what were the value of each of these contracts? Please table a copy of the contract with these market research firms.
- d) Please detail the number of each type of market research conducted?
- e) How many people were surveyed or where involved each type of market research?
- f) Over what period was this market research conducted?
- g) Please table a copy of each market research survey used (including questions asked).
- h) What were the findings of this market research? Please table copies of the research findings/reports from the market research firms.

Answer:

- (a) Yes.
- (b) The purpose of the research is to explore, monitor changes in and report on attitudes, awareness, understanding and knowledge of both the current workplace relations system and the new WorkChoices system in order to develop effective communications strategies. The research has a further purpose of testing, evaluating and improving on creative concepts and key messages.
- (c) Colmar Brunton Social Research Pty Ltd (Colmar Brunton). The total value of the contract between the Department and Colmar Brunton is \$1,828,719. A copy of the contract is at Attachment A. The Department has re-briefed Colmar

Brunton to assist with phase two activities, and will vary the existing contract. Details are still to be finalised.

- (d) Details of the research will not be released at this point, as the campaign is still underway. A decision regarding the release of these details will be undertaken at the completion of the campaign.
- (e) See (d) above.
- (f) Research was conducted from July 2005 and is ongoing.
- (g) See (d) above.
- (h) See (d) above.

CONSULTANCY CONTRACT

between

COMMONWEALTH OF AUSTRALIA

as represented by the
Department of Employment and Workplace Relations

and

Colmar Brunton Social Research Pty Ltd
ABN: 63 090 919 378

regarding Consultancy Services for
research for the workplace relations reform communications campaign

CONTENTS

1. Interpretation
 2. Provision of Consultancy Services
 3. Fees, GST, Allowances and Assistance
 4. Entire Agreement and Variation
 5. Subcontracting
 6. Specified Personnel and Other Personnel
 7. Liaison
 8. Contract Material
 9. Commonwealth Material
 10. Intellectual Property
 11. Disclosure of Information
 12. Protection of Personal Information
 13. Official Secrets
 14. Compliance with Commonwealth Policies
 15. Indemnity
 16. Insurance
 17. Conflict of Interest
 18. Access and Audits
 19. Negation of Employment, Partnership and Agency
 20. Termination and Reduction
 21. Default
 22. Waiver
 23. Compliance with Law
 24. Dispute Resolution
 25. Assignment and Novation
 26. Severability
 27. Applicable Law
 28. Notices
 29. Engagement of Illegal Workers Prohibited
- Schedule 1 Consultant's Obligations
Schedule 2 Commonwealth Obligations
Schedule 3 Confidential Information

THIS CONTRACT is made

between

the **COMMONWEALTH OF AUSTRALIA** ('the Commonwealth'), as represented by the Department of Employment and Workplace Relations ABN 40 376 417 416 (the 'Department')

and

Colmar Brunton Social Research Pty Ltd ('the Consultant')

Colmar Brunton Social Research Pty Ltd, trading as Colmar Brunton Social Research: ABN 63 090 919 378, a company incorporated under the *Corporations Act 2001 (Cth)* and having its registered office at 39 Torrens Street, Braddon ACT 2612.

WHEREAS:

- A. The Commonwealth requires the provision of certain Consultancy Services to the Department for the purposes of conducting research for the workplace relations reform education campaign.

The Department is developing a communications strategy to inform and educate the Australian public, specifically all working age Australians and business owners, of the major reforms to how Australia's workplace relations system operates.

The purpose of the research to be undertaken by the Consultant is to assist in refining the campaign objectives for the communications campaign. Research is required to develop an effective communications strategy and key messages for the workplace relations reforms.

Given the broad nature of the audience it is expected that employers, employees and stakeholders will have differing levels of knowledge, attitudes and methods for sourcing information on employment related conditions. The Department needs to determine the level of understanding of the current workplace relations system and the attitudes of the audience groups towards the proposed workplace relations reforms. The research also needs to capture what the audience perceives to be the potential benefits and negatives of the changes.

- B. The Consultant has fully informed itself on all aspects of the work required to be performed and has submitted a proposal and quotation entitled 'Developmental and Tracking Research for the Workplace Relations Reform Communications Campaign prepared for Department of Employment and Workplace Relations'.
- C. The Commonwealth has agreed to accept the Consultant's offer to provide the Consultancy Services upon the terms and conditions contained in this Contract.

NOW IT IS HEREBY AGREED as follows:

1. Interpretation

In this Contract, unless the contrary intention appears:

'ABN' has the same meaning as it has in the *A New Tax System (Australian Business Number) Act 1999*;

'Advisers' means a party's advisers engaged in, or in relation to, the performance or management of this Contract;

'Auditor-General' means the person so appointed in accordance with the *Auditor-General Act 1997* or a properly appointed delegate;

'Commonwealth' means the Commonwealth of Australia, including, but not limited to, where the context so admits, the Commonwealth as represented by the Department;

'Commonwealth Material' means any Material provided by the Commonwealth to the Consultant for the purposes of this Contract or which is copied or derived from Material so provided;

'Confidential Information' means:

- (a) the information described in Schedule 3; and
- (b) information that is agreed between the parties in writing after the date of this Contract as constituting confidential information for the purposes of this Contract;

'Consultancy Services' means the services described in Item A of Schedule 1;

'Consultant' where the context so admits, includes the officers, employees, Advisers, agents and subcontractors of the Consultant;

'Contract Material' means, subject to clause 8, all Material:

- (a) brought into existence for the purpose of performing the Consultancy Services;
- (b) incorporated in, supplied or required to be supplied along with the Material referred to in paragraph (a); or
- (c) copied or derived from Material referred to in paragraphs (a) or (b);

particularly including (but not necessarily exclusively) the Material described in Item B of Schedule 1;

'Department' means the Commonwealth Department of Employment and Workplace Relations or such other government agency or department as may, from time to time, administer this Contract on behalf of the Commonwealth;

'General Interest Charge Rate' has the same meaning given by section 8AAD of the *Taxation Administration Act 1953*;

'Intellectual Property' includes all copyright and neighbouring rights, all rights in relation to inventions (including patent rights), plant varieties, registered and unregistered trademarks (including service marks), registered designs, Confidential Information (including trade secrets and know how) and circuit layouts, and all other rights resulting from intellectual activity in the industrial, scientific, literary or artistic fields;

'GST' means Goods and Service Tax payable under the GST Act;

'GST Act' means the *A New Tax System (Goods and Services Tax) Act 1999*;

‘Liaison Officer’ means the person for the time being holding, occupying or performing the duties of the office of the Department specified in Item BB of Schedule 2 or any other person specified by the Project Delegate in writing and notified to the Consultant;

‘Material’ includes documents, equipment, software, goods, information and data stored by any means;

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

‘Privacy Commissioner’ means the person so appointed in accordance with the *Privacy Act 1988* or a properly appointed delegate;

‘Project Delegate’ means the person for the time being holding, occupying or performing the duties of the office of the Department specified in Item BB of Schedule 2 or any other person in writing and notified to the Consultant;

‘Secretary’ means the person for the time being holding, occupying or performing the duties of the office of Secretary to the Department and includes any other person designated in writing by that person to perform any function or to exercise any of the powers of the Secretary;

‘Specified Personnel’ means the personnel specified in Item E of Schedule 1 as personnel required to undertake the Consultancy Services or part of the work constituting the Consultancy Services;

‘Taxable Supply’ has the same meaning as it has in the GST Act; and

‘Third Party Interest’ means any legal or equitable right, interest, power or remedy in favour of any person other than the Consultant or the Department in connection with this Contract, including, without limitation, any right of possession, receivership, control or power of sale, and any mortgage, charge, security or other interest.

1.1 In this Contract, unless the contrary intention appears:

- (a) words in the singular number include the plural and words in the plural number include the singular; and
- (b) words importing a gender include any other gender; and
- (c) words importing persons include a partnership and a body whether corporate or otherwise; and
- (d) clause headings, words capitalised or in bold format and notes in square brackets (“[]”) are inserted for convenience only, and have no effect in limiting or extending the language of provisions, except for the purpose of rectifying any erroneous cross-reference; and
- (e) all references to clauses are clauses in this Contract; and
- (f) all references to dollars are to Australian dollars and this Contract uses Australian currency; and
- (g) reference to any statute or other legislation (whether primary or subordinate) is to a statute or other legislation of the Commonwealth

and, if it has been or is amended, is a reference to that statute or other legislation as amended; and

- (h) where any word or phrase is given a defined meaning, any other part of speech or other grammatical form in respect of that word or phrase has a corresponding meaning.

1.2 Schedule 1, Schedule 2, Schedule 3 and annexures (if any) form part of this Contract. In the event of any conflict between the terms and conditions contained in the clauses of this Contract and any part of the Schedules (and annexures if any), the terms and conditions of the clauses take precedence. In the event of any conflict between any part of the Schedules and any part of any annexures if any, the Schedules take precedence.

2. *Provision of Consultancy Services*

2.1 The Consultant must perform the Consultancy Services (including the preparation of Contract Material) in accordance with Schedule 1 to a standard recognised as a high professional standard by the industry to which the Consultant belongs.

2.2 The Consultant must perform the Consultancy Services at the times specified in Item C of Schedule 1 and in the manner specified in Schedule 1 generally.

3. *Fees, GST, Allowances and Assistance*

3.1 The Commonwealth must pay to the Consultant the reasonable and proper fees and allowances as specified in Item CC and Item DD of Schedule 2 and must meet and provide the reasonable and proper costs and assistance as specified in Item EE of Schedule 2.

3.1A The Commonwealth must pay the Consultant the fees for the Consultancy Services within 30 days from the later to occur of:

- (a) the receipt by the Department of the Consultancy Services and where required by this Contract, approval of the Consultancy Services;
- (b) the receipt by the Department of a correctly rendered invoice in relation to the Consultancy Services;

but only if:

- (c) the invoice totals an amount equal to or less than \$5,000,000 inclusive of GST;

and

- (d) the Consultant is a Small Enterprise; and
- (e) the cost of the Consultancy Services is a departmental item of the Department.

3.1B For the purposes of 3.1A, 'Small Enterprise' means an Australian or New Zealand enterprise that at the date of commencement of this Contract:

- (a) employs less than the full-time equivalent of 20 persons; or
- (b) supplies information technology goods or services and otherwise meets the definition of small enterprise specified in any Commonwealth information technology industry development guidelines applicable to this Contract at that date.

- 3.1C For the purposes of clause 3.1A, 'departmental' has the same meaning as defined in the Commonwealth manual *Requirements and Guidance for the Preparation of Financial Statements of Commonwealth Agencies and Authorities – Financial years ending on or after 30 June 2002*.
- 3.2 The fee determined in accordance with clause 3.1 includes GST for Taxable Supplies made by the Consultant under this Contract.
- 3.3 Where Item CC of Schedule 2 provides that the Consultant is to be paid by progressive instalments (or by a single payment), the Commonwealth is entitled, without derogating from any other right it may have, to defer payment of an instalment (or the single payment) until the Consultant has completed to the satisfaction of the Commonwealth that part of the Consultancy Services to which that instalment (or the single payment) relates.
- 3.4 The Consultant must submit invoices for payment in the manner specified in Item D of Schedule 1.
- 3.5 The Consultant agrees to issue the Commonwealth with a tax invoice in accordance with the GST Act in relation to Taxable Supplies made by the Consultant under this Contract.
- 3.6 If required by the *Taxation Administration Act 1953*, the Commonwealth will withhold a certain percentage of the amount claimed under an invoice that does not specify an ABN in respect of the Consultant.
- 3.7 If an invoice is found to have been incorrectly rendered after payment, any underpayment or overpayment is recoverable by or from the Consultant, as the case may be, and without limiting recourse to other available means, may be offset against any amount subsequently due by the Commonwealth to the Consultant, whether under this Contract or any other contract the Commonwealth has with the Consultant.
- 3.8 If a party fails to pay an amount payable by it to the other party under this Contract by the due date for payment, the first mentioned party must also pay to the other party simple interest on such unpaid amount at the General Interest Charge Rate calculated daily from the next day after the due date up to and including the date of payment.
- 3.9 The Commonwealth is notionally liable to pay GST.
- 3.10 Without limiting the generality of clause 3.2, if a supply made by the Commonwealth under this Contract is a Taxable Supply, the Commonwealth may, by notice in writing to the Consultant, require the Consultant to pay the Commonwealth within 30 days of receiving such notice, an amount equal to the amount of GST which is payable by the Commonwealth on the value of that Taxable Supply.
- 3.11 The Commonwealth agrees to issue the Consultant with a tax invoice in accordance with the GST Act in relation to Taxable Supplies made by the Commonwealth under this Contract.
- 4. *Entire Agreement and Variation***
- 4.1 This Contract constitutes the entire agreement between the parties and supersedes all communications, negotiations, arrangements and agreements, whether oral or written, between the parties with respect to the subject matter of this Contract.

- 4.2 No agreement or understanding varying or extending this Contract, including in particular the scope of the Consultancy Services in Item A of Schedule 1, is legally binding upon either party unless in writing and signed by both parties.
- 5. *Subcontracting***
- 5.1 Except where a subcontractor is one of the Specified Personnel, the Consultant must not, without the prior written approval of the Commonwealth, subcontract the performance of any part of the Consultancy Services. In giving written approval, the Commonwealth may impose such terms and conditions as it thinks fit.
- 5.2 The Consultant will not enter into any subcontract for the purpose of directly or indirectly fulfilling its obligations under this Contract unless such a subcontract obliges the subcontractor to comply with equivalent provisions to those contained in clause 12 and in this subclause.
- 5.3 The Consultant is fully responsible for the performance of the Consultancy Services notwithstanding that the Consultant subcontracts the performance of any part of those services.
- 5.4 Despite any approval given by the Commonwealth under clause 5.1, the Consultant is responsible for ensuring the suitability of a subcontractor for the work proposed to be carried out, and that the work carried out meets the requirements of this Contract.
- 5.5 The Consultant must ensure that a subcontractor is aware of all terms and conditions of this Contract relevant to the subcontractor's part in the provision of the Consultancy Services.
- 5.6 The Consultant must pay the subcontractors in accordance with the terms of the relevant subcontract.
- 6. *Specified Personnel and Other Personnel***
- 6.1 The Consultant must ensure that the Specified Personnel undertake work in respect of the Consultancy Services in accordance with the terms of this Contract.
- 6.2 Where Specified Personnel are unable to perform the work the Consultant agrees to notify the Commonwealth immediately. The Consultant must, if so requested by the Commonwealth, provide replacement personnel acceptable to the Commonwealth at no additional charge and at the earliest opportunity.
- 6.3 The Commonwealth may, at its absolute discretion, give notice requiring the Consultant to remove personnel (including Specified Personnel) from work in respect of the Consultancy Services. The Consultant must, at its own cost, promptly arrange for the removal of such personnel from work in respect of the Consultancy Services and their replacement with personnel acceptable to the Commonwealth.
- 6.4 If the Consultant is unable to provide acceptable replacement personnel the Commonwealth may terminate this Contract in accordance with the provisions of clause 21.

7. *Liaison*

- 7.1 The Consultant must liaise with and report to the Project Delegate or the Liaison Officer as reasonably required by the Project Delegate during the period of this Contract.
- 7.2 The Consultant may nominate from time to time a person who has authority to receive and sign notices and written communications for the Consultant under this Contract and accept any request or direction in relation to the Consultancy Services.

8. *Contract Material*

- 8.1 Ownership of all Contract Material vests in the Commonwealth upon creation.
- 8.2 Upon the expiration or earlier termination of this Contract the Consultant must, subject to clause 12, deliver to the Department all Contract Material remaining in its possession save for one copy which must be retained for the Consultant's file.
- 8.3 The preceding subclauses of this clause apply subject to any stipulation to the contrary in Item B4 of Schedule 1.

9. *Commonwealth Material*

- 9.1 Ownership of all Commonwealth Material remains vested at all times in the Commonwealth.
- 9.2 Upon the expiration or earlier termination of this Contract, the Consultant must return to the Department all Commonwealth Material remaining in its possession.
- 9.3 The preceding subclauses of this clause apply subject to any stipulation to the contrary in Item B5 of Schedule 1.
- 9.4 The Consultant must ensure that the Commonwealth Material is used, copied, supplied or reproduced only for the purposes of this Contract.
- 9.5 The Consultant must use the Commonwealth Material strictly in accordance with any conditions or restrictions set out in Item B6 of Schedule 1, or notified from time to time in writing by the Commonwealth.

10. *Intellectual Property*

- 10.1 Subject to this clause, Intellectual Property in all Contract Material vests immediately or will vest in the Commonwealth.
- 10.2 Clause 10.1 does not affect the ownership of Intellectual Property in any Material which is specified in Item B7 of Schedule 1. However, the Consultant grants to the Commonwealth a permanent, irrevocable royalty-free, non-exclusive licence (including a right of sublicense) to use, reproduce, adapt and exploit the Material anywhere in the world. Notwithstanding Part VII of the *Copyright Act 1968*, publication of the Material in accordance with this licence does not affect such ownership.
- 10.3 If requested by the Commonwealth to do so, the Consultant must bring into existence, sign, execute or otherwise deal with any document which may be necessary or desirable to give effect to this clause.

- 10.4 The Consultant warrants that it is entitled, or will be entitled or will procure that it is entitled at the relevant time, to deal with the Intellectual Property in any Contract Material in the manner provided for in this clause.
- 10.5 The Consultant warrants or undertakes that:
- (a) the author of any Contract Material, other than any Material which is specified in Item B7 of Schedule 1 (in this clause 10 'Existing Material'), has given or will give a written consent to the Specified Acts (whether occurring before or after the consent is given) which extends directly or indirectly for the Commonwealth's benefit; and
 - (b) the author of any Existing Material has given or will give a written consent to the Specified Acts (whether occurring before or after the consent is given) which extends directly or indirectly for the Commonwealth's benefit in relation to such Material used, reproduced, adapted and exploited in conjunction with the other Contract Material.
- 10.6 The operation of this clause 10 survives the expiration or earlier termination of the term of this Agreement.

11. Disclosure of Information

- 11.1 Subject to clause 11.5, a party must not, without the prior written approval of the other party, disclose any Confidential Information of the other party to a third party.
- 11.2 In giving written consent to the disclosure of the Commonwealth's Confidential Information, the Department may impose such conditions as it thinks fit, and the Consultant agrees to comply with these conditions.
- 11.3 If the Consultant has been requested to disclose or provide access to any Confidential Information of the Commonwealth, it must:
- (a) notify the Commonwealth in writing of the request providing sufficient notice to enable the Commonwealth to seek a protective order or other relief from disclosure; and
 - (b) provide all assistance and co-operation which the Commonwealth reasonably considers necessary for that purpose.
- 11.4 The Commonwealth may at any time require the Consultant to arrange for:
- (a) any persons working on the provision of Consultancy Services under this Contract;
 - (b) its Advisers; or
 - (c) any person with a Third Party Interest;
- to give a written undertaking in the form of a deed relating to the use and nondisclosure of the Commonwealth's Confidential Information. The Consultant must promptly arrange for all such undertakings to be given.
- 11.5 The obligations on the parties under this clause will not be taken to have been breached to the extent that the Confidential Information:
- (a) is disclosed by a party to its Advisers or employees solely in order to comply with obligations, or to exercise rights, under this Contract;

- (b) is disclosed to a party's internal management personnel, solely to enable effective management or auditing of contract related activities;
 - (c) is disclosed by the Department to the Department's Minister or another Commonwealth Minister;
 - (d) is disclosed by the Department, in response to a request by a House or a Committee of the Parliament of the Commonwealth of Australia;
 - (e) is authorised or required by law to be disclosed;
 - (f) is disclosed by the Department and is information in a material form in respect of which an interest, whether by licence or otherwise, in the Intellectual Property in relation to that material form, has vested in, or is assigned to, the Department under this Contract or otherwise, and that disclosure is permitted by that licence or otherwise; or
 - (g) is in the public domain otherwise than due to a breach of this clause.
- 11.6 Where a party discloses the other party's Confidential Information to another person:
- (a) pursuant to clauses 11.5 (a) or (b), the disclosing party must:
 - (i) notify the receiving person that the information is the other party's Confidential Information; and
 - (ii) not provide the information unless the receiving person agrees to keep the information confidential; or
 - (b) pursuant to clauses 11.5 (c) and (d), the disclosing party must notify the receiving party that the information is the other party's Confidential Information.
- 11.7 The parties may agree in writing after the date of this Contract that certain additional information is to constitute Confidential Information for the purposes of this Contract.
- 11.8 Where the parties agree in writing after the date of this Contract that certain additional information is to constitute Confidential Information for the purposes of this Contract, this documentation is incorporated into, and becomes part of this Contract, on the date by which both parties have signed this documentation.
- 11.9 The obligations under this clause continue, notwithstanding the expiry or termination of this Contract:
- (a) in relation to an item of information described in Schedule 3 -- for the period set out in that Schedule in respect of that item; and
 - (b) in relation to any information which the parties agree in writing after the date of this Contract is to constitute Confidential Information for the purposes of this Contract -- for the period agreed by the parties in writing in respect of that information.
- 11.10 Nothing in this clause derogates from any obligation which the Consultant may have under the *Privacy Act 1988* as amended from time to time, or under this Contract, in relation to the protection of Personal Information.

12. Protection of Personal Information

- 12.1 This clause applies only where the Consultant deals with personal information when, and for the purpose of, providing the Services under this Contract.
- 12.2 The Consultant acknowledges that it is a 'contracted service provider' within the meaning of section 6 of the *Privacy Act 1988* (the Privacy Act) and agrees in respect of the provision of Services:
- (a) to use or disclose personal information obtained during the course of providing the Services under this Contract, only for the purposes of this Contract;
 - (b) not to do any act or engage in any practice that would breach an Information Privacy Principle (IPP) contained in section 14 of the Privacy Act, which if done or engaged in by an agency, would amount to a breach of that IPP;
 - (c) to carry out and discharge the obligations contained in the IPPs as if it were an agency under the Privacy Act;
 - (d) to notify individuals whose personal information the Consultant holds, that complaints about acts or practices of the Consultant may be investigated by the Privacy Commissioner who has power to award compensation against the Consultant in appropriate circumstances;
 - (e) not to use or disclose personal information or engage in an act or practice that would breach section 16F (direct marketing), an NPP (particularly NPPs 7 to 10) or an APC, where that section, NPP or APC is applicable to the Consultant, unless:
 - (i) in the case of section 16F - the use or disclosure is necessary, directly or indirectly, to discharge an obligation under this Contract; or
 - (ii) in the case of an NPP or an APC - where the activity or practice is engaged in for the purpose of discharging, directly or indirectly, an obligation under this Contract, and the activity or practice which is authorised by this Contract is inconsistent with the NPP or APC;
 - (f) to disclose in writing to any person who asks, the content of the provisions of this Contract (if any) that are inconsistent with an NPP or an APC binding a party to this Contract;
 - (g) to immediately notify the agency if the Consultant becomes aware of a breach or possible breach of any of the obligations contained in, or referred to in, this clause 12, whether by the Consultant or any SubConsultant;
 - (h) to comply with any directions, guidelines, determinations or recommendations arising in relation to this Contract to the extent that they are not inconsistent with the requirements of this clause; and
 - (i) to ensure that any employee of the Consultant who is required to deal with personal information for the purposes of this Contract is made aware of the obligations of the Consultant set out in this clause 12.

- 12.3 The Consultant agrees to ensure that any subcontract entered into for the purpose of fulfilling its obligations under this Contract contains provisions to ensure that the subcontractor has the same awareness and obligations as the Consultant has under this clause, including the requirement in relation to subcontracts.
- 12.4 The Consultant agrees to indemnify the Commonwealth in respect of any loss, liability or expense suffered or incurred by the Commonwealth which arises directly or indirectly from a breach of any of the obligations of the Consultant or a subcontractor under this clause 12.
- 12.5 In this clause 12, the terms *agency*, *approved privacy code* (APC), *Information Privacy Principles* (IPPs), *National Privacy Principles* (NPPs) and *personal information* have the same meaning as they have in section 6 of the Privacy Act.
- 12.6 The provisions of this clause 12 survive the termination or expiration of this Contract.

13. Official Secrets

13.1 The Consultant:

- (a) acknowledges that it is aware of the provisions of section 79 of the *Crimes Act 1914* relating to official secrets; and
- (b) undertakes with respect to any officer, employee, agent or subcontractor who will have access to documents, materials or information within the meaning of the section that prior to having such access the said officer, employee, agent and subcontractor will first be required by the Consultant to provide the Consultant with an acknowledgment that such officer, employee, agent or subcontractor is aware of the provisions of the section.

14. Compliance with Commonwealth Policies

- 14.1 When performing its contractual obligations, the Consultant agrees to comply with any of the Commonwealth's policies as notified by the Department in writing, including those listed in Item I of Schedule 1.
- 14.2 The Consultant must, in its dealings with its employees, have due regard to Commonwealth policies on employment, including the *Workplace Relations Act 1996*, and obligations under relevant occupational health and safety laws.
- 14.3 The Consultant agrees, when using the Commonwealth's premises or facilities, to comply with all reasonable directions and Departmental procedures relating to occupational health safety and security in effect at those premises or in regard to those facilities, as notified by the Commonwealth or as might reasonably be inferred from the use to which the premises or facilities are being put.

15. Indemnity

- 15.1 The Consultant agrees to at all times indemnify and hold harmless the Commonwealth, its officers, employees and agents (in this clause referred to as "those indemnified") from and against:
- (a) any liability incurred by the Commonwealth;
 - (b) any loss of or damage to property of the Commonwealth; or

- (c) any loss or expense incurred by the Commonwealth in dealing with any claim against it including legal costs and expenses on a solicitor/own client basis and the cost of time spent, resources used or disbursements paid by the Commonwealth,

arising from:

- (d) any act or omission by the Consultant in connection with this Contract;
- (e) any breach by the Consultant of its obligations or warranties under this Contract;
- (f) any act or omission by a subcontractor in connection with, or incidental to, the provision of the Services under this Contract or the subcontract;
- (g) any act or omission by a subcontractor that results in a breach by the Consultant of any of the Consultant's obligations or warranties under this Contract; or
- (g) any infringement of Intellectual Property by the Consultant in the course of, or incidental to, performing the Services or the use by the Commonwealth of the Contract Material,

where there was fault on the part of the person whose conduct gave rise to that liability, loss, damage or expense.

15.2 The Consultant's liability to indemnify the Commonwealth under clause 15.1 is reduced proportionally to the extent that any act or omission of the Commonwealth or its employees or agents contributed to the loss or liability.

15.3 The right of the Commonwealth to be indemnified under this clause 15 is in addition to, and not exclusive of, any other right, power or remedy provided by law, but the Commonwealth is not entitled to be compensated in excess of the amount of the relevant liability, loss or damage, or loss or expense.

15.4 The indemnity referred to in clause 15.1 survives the expiration or termination of this Contract.

16. Insurance

16.1 With respect to the performance of the Consultancy Services under this Contract, the Consultant must maintain and must require all of its subcontractors to maintain, the insurances as described in Item F of Schedule 1.

16.2 Such insurance must be maintained from the time the Consultancy Services first commence until completion of the Consultancy Services under this Contract. Failure to maintain the insurance will entitle the Commonwealth to terminate this Contract in accordance with clause 21.

16.3 Such insurance must not be cancelled except on 30 days' prior written notice to the Commonwealth.

16.4 Whenever requested, the Consultant must provide the Commonwealth with a copy of any insurance policy held in accordance with clause 16.1 or a certificate of currency.

17. Conflict of Interest

17.1 The Consultant warrants that, to the best of its knowledge after making diligent inquiry, at the date of signing this Contract no conflict of interest

exists or is likely to arise in the performance of its obligations under this Contract by itself or by any of its employees, agents or subcontractors.

- 17.2 The Consultant undertakes that :
- (a) subject to the remaining parts of this clause, it will not enter into any arrangement, scheme or contract, however described, which may cause a conflict of interest concerning the Consultant's performance of the Consultancy Services;
 - (b) should it become aware of the possibility of a conflict of interest, it will immediately notify the Project Delegate of the details of such a possible conflict of interest, and will provide details of steps that the Consultant will take to resolve or deal with the conflict; and
 - (c) if the Consultant fails to notify DEWR of the possibility of such conflicts of interest, or is unable or unwilling to resolve or deal with the conflicts as may reasonably be required by DEWR, DEWR may terminate this Contract.
- 17.3 The Consultant must not, and must ensure that any employee, agent, or subcontractor of the Consultant does not, engage in any activity or obtain any interest during the course of this Contract that is likely to conflict with or restrict the Consultant in providing the Consultancy Services to the Commonwealth fairly and independently.

18. Access and Audits

- 18.1 The Consultant must at all reasonable times give to the Project Delegate or to any persons authorised in writing by the Secretary, access to premises occupied by the Consultant where the Consultancy Services are being undertaken and shall permit those persons to inspect the performance of the Consultancy Services and any Commonwealth Material, Contract Material or other Material relevant to the Consultancy Services.
- 18.2 The Consultant must, on receiving reasonable notice, participate promptly and cooperatively in any audits of this Contract at the frequency and in relation to the matters specified by the Commonwealth, (including on an ad hoc basis if requested by the Commonwealth), for the purpose of ensuring that this Contract is being properly performed and administered.
- 18.3 The Commonwealth may appoint an independent person to assist in the audits. Audits may consider all aspects of the Consultant's performance including the following:
- (a) the Consultant's practices and procedures as they relate to this Contract, including security procedures;
 - (b) the Consultant's compliance with all its obligations under this Contract;
 - (c) the compliance of the Consultant's invoices and reports with its obligations under this Contract; and
 - (d) the Consultant's compliance with the confidentiality, privacy, and security provisions of this Contract and all relevant Commonwealth policy obligations under this Contract.
- 18.4 Subject to any express provisions in this Contract to the contrary, each party must bear its own costs of any audits.
- 18.5 The Commonwealth must use reasonable endeavours to ensure that audits performed pursuant to clause 18.2 do not unreasonably delay or disrupt in

- any material respect the Consultant's performance of its obligations under this Contract.
- 18.6 The Consultant must promptly take, at no additional cost to the Commonwealth, corrective action to rectify any error, non-compliance or inaccuracy identified in any audit in the way the Consultant has under this Contract:
- (a) supplied any goods or services; or
 - (b) calculated fees, or any other amounts or charges billed to the Commonwealth.
- 18.7 The Project Delegate or any persons authorised in writing by the Secretary, the Auditor-General or the Privacy Commissioner may, at reasonable times:
- (a) access the premises of the Consultant;
 - (b) require the provision by the Consultant, its employees, agents or subcontractors, of records and other information which are related to this Contract; and
 - (c) access, inspect and copy documentation and records or any other matter relevant to the Consultant's obligations or performance of this Contract, however stored, in the custody or under the control of the Consultant, its employees, agents or subcontractors.
- 18.8 The Consultant must ensure that it keeps full and complete records in accordance with all applicable Australian Accounting Standards and that data, information and records relating to this Contract or its performance are maintained in such a form and manner as to facilitate access and inspection under clause 18.2.
- 18.9 The Consultant must ensure that any subcontract entered into for the purpose of this Contract contains an equivalent clause granting the rights specified in clauses 18.2, 18.3 and 18.7 with respect to the subcontractor's premises, data, records, accounts, financial material and information and those of its employees, agents or subcontractors.
- 18.10 Clause 18.7 applies for the term of this Contract and for a period of 7 years from the date of its expiration or termination.
- 18.11 Nothing in this Contract reduces, limits or restricts in any way any function, power, right or entitlement of the Auditor-General or the Privacy Commissioner.
- 19. *Negation of Employment, Partnership and Agency***
- 19.1 The Consultant must not represent itself, and must ensure that its employees do not represent themselves, as being an employee, partner or agent of the Commonwealth, or as otherwise able to bind or represent the Commonwealth.
- 19.2 The Consultant will not by virtue of this Contract be or for any purpose be deemed to be an employee, partner or agent of the Commonwealth, or as having any power or authority to bind or represent the Commonwealth.

20. Termination and Reduction

- 20.1 The Commonwealth may, at any time by written notice, terminate this Contract, in whole or in part. If this Contract is so terminated, the Commonwealth is liable only for:
- (a) payments under the payment provisions of this Contract for Consultancy Services rendered before the effective date of termination; and
 - (b) subject to clauses 20.3 and 20.4 any reasonable costs incurred by the Consultant and directly attributable to the termination or partial termination of this Contract.
- 20.2 Upon receipt of a notice of termination the Consultant must:
- (a) stop work as specified in the notice;
 - (b) take all available steps to minimise loss resulting from that termination and to protect Commonwealth Material and Contract Material; and
 - (c) continue work on any part of the Consultancy Services not affected by the notice.
- 20.3 In the event of partial termination the Commonwealth's liability to pay fees under Item CC of Schedule 2 will, in the absence of agreement to the contrary, abate proportionately to the reduction in the Consultancy Services.
- 20.4 The Commonwealth will not be liable to pay compensation in an amount which would, in addition to any amounts paid or due, or becoming due, to the Consultant under this Contract, together exceed the fees set out in Item CC of Schedule 2. The Consultant will not be entitled to compensation for loss of prospective profits.

21. Default

- 21.1 If either party is in default under this Contract on account of the failure to perform or observe any obligation or undertaking to be performed or observed on its part under this Contract, the party not in default may, subject to clause 21.2, by notice in writing to the other party, terminate this Contract in whole or in part without prejudice to any right of action or remedy which has accrued or which may accrue in favour of either party.
- 21.2 Where the default is capable of being remedied, a party must not exercise its rights of termination under clause 21.1 unless it has first given to the other party notice in writing specifying the default and requiring the other party to remedy it within the time (being not less than 10 working days) specified in the notice and the default is not remedied within the time allowed.
- 21.3 If the Consultant:
- (a) in the case of a company, comes under any form of external administration, including any of those referred to in Chapter 5 of the *Corporations Act 2001*, or an order, or application, has been made for the purpose of placing the Consultant under external administration; or
 - (b) in the case of an individual, becomes bankrupt or makes any arrangements, assignments, compositions or agreements for the benefit of his or her creditors under the *Bankruptcy Act 1966* (Cwth), or a

creditor's petition is filed with an Australian court seeking a sequestration order against his or her estate,

the Commonwealth may, by notice in writing, terminate this Contract without prejudice to any right of action or remedy which has accrued or which may accrue in favour of either party.

22. *Waiver*

22.1 A waiver by either party in respect of any breach of a condition or provision of this Contract will not be deemed to be a waiver in respect of any continuing or subsequent breach of that provision, or breach of any other provision. The failure of either party to enforce at any time any of the provisions of this Contract will in no way be interpreted as a waiver of such provision.

23 *Compliance with Law*

23.1 The Consultant must in carrying out this Contract comply with the provisions of any relevant statutes, regulations, by-laws, and requirements of any Commonwealth, State, Territory or local authority, including those listed in Item I of Schedule 1.

24. *Dispute Resolution*

24.1 Subject to clause 24.4, before resorting to external dispute resolution mechanisms, the parties must attempt to settle by negotiation any dispute in relation to this Contract including by referring the matter to personnel who may have authority to intervene and direct some form of resolution.

24.2 If a dispute is not settled by the parties within 10 working days of one party first sending to the other party written notice that they are in dispute, the dispute may be the subject of court proceedings or may be submitted to some alternative dispute resolution mechanism as may be agreed in writing between the parties.

24.3 Notwithstanding the existence of a dispute, each party must continue to perform its obligations under this Contract.

24.4 A party may commence court proceedings relating to any dispute arising from this Contract at any time where that party seeks urgent interlocutory relief.

24.5 This clause survives the expiration or termination of this Contract.

25. *Assignment and Novation*

25.1 The Consultant must not assign, in whole or in part, its benefits under this Contract without the prior written approval of the Commonwealth.

25.2 The Consultant must not consult with any other person or body for the purposes of entering into an arrangement which will require novation of this Contract without first consulting the Commonwealth.

26. *Severability*

26.1 Each provision of this Contract and each part thereof is, unless the context otherwise necessarily requires it, to be read and construed as a separate and severable provision or part. If any provision or part thereof is void or otherwise unenforceable for any reason then that provision or part (as the case may be) is severed and the remainder will be read and construed as if the severable provision or part had never existed.

27. *Applicable Law*

27.1 This Contract is governed by and construed in accordance with the laws of the State or Territory nominated in Item H of Schedule 1 and the parties agree, subject to this Contract that the Courts of that State or Territory have jurisdiction to entertain any action in respect of, or arising out of, this Contract.

28. *Notices*

28.1 Any notice, request or other communication to be given or served pursuant to this Contract must be in writing and dealt with as follows:

- (a) if given by the Consultant to the Commonwealth – marked for the attention of the Project Delegate at the address indicated in Item AA of Schedule 2 or as otherwise notified by the Commonwealth; or
- (b) if given by the Commonwealth to the Consultant – signed by the Project Delegate and marked with the address indicated in Item G of Schedule 1 or as otherwise notified by the Consultant under clause 7.

28.2 Any notice, request or other communication is to be delivered by hand, sent by pre-paid post or transmitted electronically, and if it is sent or transmitted electronically a copy is to be sent to the addressee by pre-paid post.

28.3 Any notice, request or other communication will be deemed to be received:

- (a) if delivered by hand, upon delivery;
- (b) if sent by pre-paid ordinary post within Australia, upon the expiration of 2 business days after the date on which it was sent; and
- (c) if transmitted electronically, upon receipt by the sender of an acknowledgment that the communication has been properly transmitted to the recipient.

29. *Engagement of Illegal Workers Prohibited*

29.1 The Consultant must ensure that all its employees, agents, and any other person engaged to carry out the Services, including those engaged by any subcontractors are at all times:

- (a) Australian citizens; or
- (b) in the case of persons who are not Australian citizens, not illegal workers.

29.2 The Consultant must remove or cause to be removed any illegal worker from any involvement in the carrying out of Services and arrange for their replacement at no cost to the Commonwealth immediately it becomes aware of the involvement of the illegal worker. The Consultant must immediately notify the Commonwealth of the involvement of the illegal worker and the removal.

29.3 For avoidance of doubt, compliance with the Consultant's obligations under this clause 29 will not give rise to an entitlement to claim any delay or otherwise excuse the Consultant from compliance with its obligations under this Contract.

29.4 When requested by the Commonwealth, the Consultant will provide evidence that it has taken all reasonable steps to ensure it has complied and is complying with its obligations under this clause 29, including in relation to any subcontractors.

- 29.5 The Consultant must provide the Commonwealth with evidence referred to in clause 29.4 within 5 working days of receiving the Commonwealth's request.
- 29.6 For the purposes of this clause an illegal worker is a person who:
- (a) has unlawfully entered and remains in Australia;
 - (b) has lawfully entered Australian, but remains in Australia after his/her visa has expired; or
 - (c) is working in breach of his/her visa conditions.

SCHEDULE 1

Consultant's Obligations and Work to be Performed

A. Consultancy Services (see clauses 1 and 2.1)

The Consultancy Services to be provided are described in Items A1 – A3 of this Schedule 1, as outlined in the proposal from the Consultant to the Department dated 18 July 2005 titled 'Developmental and Tracking Research for the Workplace Relations Reform Communications Campaign prepared for Department of Employment and Workplace Relations' (see Appendix 1). In the event of any inconsistency between these two documents, Schedule 1 prevails.

A1. Research objectives and outcomes

The research work to be undertaken by the Consultant consists of three tasks:

- (a) Developmental research
- (b) Tracking research
- (c) Creative research

The Consultant will perform tasks over the period specified in Item C.

2 Target audience

A2.1 The Consultant's research sample must be comprised of employees and employers and must specifically focus on the following target groups:

- (a) employees on minimum wage rates;
- (b) employees covered by state awards;
- (c) employers and employees with formal industrial agreements due to expire between March and June 2006;
- (d) small business owners (i.e. businesses with between five and 20 employees);
- (e) employers with less than 100 employees;
- (f) employers with workers covered by state awards; and
- (g) human resource managers for large businesses (i.e. businesses with over 100 employees).
- (h) people from rural, regional and metropolitan areas.
- (i) Employees from Victoria.

A2..2 Special audiences

Specific communication strategies will be developed to communicate the reforms to people from non-English speaking backgrounds and Indigenous Australians. In-house information suggests the audiences seeking information from the department are predominantly from the following language groups: Cantonese, Mandarin, Serbian, Croatian, Greek, Italian and Cambodian.

The Consultant's research sample must include people from each of the audience groups. The Consultant must ensure experienced and trained bilingual and

Indigenous researchers are in attendance as mediators to facilitate discussion between participants.

The results for these groups must be aggregated and reported separately to the main sample. Where any relevant issues are identified for particular groups within the NESB sample, these specific results must also be reported.

A3 Methodology

The developmental and tracking research methodologies will be based on the Consultant's original proposal and must also incorporate any subsequent changes to the proposal as specified by the Department.

B. Contract Material & Reporting (see clauses 1, 2.1 and 8)

The Consultant must produce the following reports for the developmental research and the tracking research and supply one hard copy and one electronic copy (Microsoft Word format);

B1.1 Developmental Research

(a) The Consultant must conduct developmental research in the form of 36 focus groups (20 employees and 16 employer groups) and 22 in-depth interviews (18 employees, indigenous/non-english speaking or community interest groups and 4 employers) of a qualitative nature. The Consultant must provide a draft methodology for developmental research, including the following components:

- (i) proposed research instruments (i.e. discussion guides); and
- (ii) timeline for the research activities, including dates for fieldwork; and
- (iii) a summary of fieldwork statistics and weighting specifications.

The Consultant will conduct the research following written approval from the Department of the draft methodology.

(b) The Consultant must comprehensively explore and report on the following issues as part of the developmental research phase:

- (i) awareness, understanding and knowledge of the target audiences in relation to the following topics:
 - o minimum wage setting
 - o awards and agreements
 - o unfair dismissal
 - o the 'no disadvantage test'
 - o the Australian Industrial Relations Commission
 - o a unified national workplace relations system
- (ii) attitudes to the current workplace relations system and to the proposed changes;
- (iii) knowledge of the new workplace relations system and how it will affect them;
- (iv) perceived barriers to the audience groups being aware of and accepting the details of the changes;

- (v) current behaviours and methods of seeking information on employment related issues, such as wages, awards, agreements;
 - (vi) likely response from audience groups to the messages within the communication campaign, including any potential behaviour changes, negative responses, and attitude formation;
 - (vii) any other significant issues raised in the research that may impact upon the campaign; and
 - (viii) identify which messages have the most impact with each target audience.
- (c) The Consultant will conduct the research in both metropolitan and regional locations, located within the States of New South Wales, Victoria, Queensland and Western Australia.
- (d) The Consultant will prepare a written draft and then final report for the comprehensive findings of the developmental research phase including:
- o a hard copy of research instruments (eg questionnaire, discussion guides);
 - o a summary of the research methodology
 - o dates on which fieldwork was conducted
 - o a summary of fieldwork statistics and weighting specifications;
 - o analysis and interpretation of research results; and
 - o recommendations on how to apply research results to conduct effective information activities.
- (e) The Consultant will prepare a verbal presentation to members of the Department outlining the comprehensive findings of the developmental research; and
- (f) The Consultant will provide any Microsoft PowerPoint or other electronic presentations or speaking notes associated with any presentation to the Department and the Ministerial Committee on Government Communications (MCGC) outlining the findings of the developmental research, as described above.

B1.2 *Tracking Research*

- (a) Alongside the developmental research, the Consultant will be required to undertake tracking research of a quantitative nature. The consultant will conduct the tracking research Australia-wide.
- (b) Prior to conducting the tracking research, the Consultant will provide the Department with a summary of the methodology identified for the tracking research. Upon approval by the Department, the Consultant will conduct an initial one-week pilot study. Following the pilot study, the research methodology will be refined in consultation with the Department.
- (c) Upon approval by the Department, and the Australian Bureau of Statistics Statistical Clearing House, consequent tracking research will commence for a period of six months. The Consultant will give fortnightly email progress reports summarising verbal presentations to the Department of the findings of the tracking research.
- (d) The Consultant must survey up to 11,700 people over the specified six month period (5200 employers, 5200 employees and 1300 other community groups). The consultant will give monthly reports of the findings of the tracking research.

- (e) The Consultant must provide a final report on the tracking research findings , including components outlined above.
- (f) The Consultant will provide any Microsoft PowerPoint or other electronic presentations or speaking notes associated with any presentation to the MCGC outlining the findings of the tracking research.
- (g) The Consultant must also provide any report that may be created as a result of the above.

B1.3 Creative Testing Research

- (a) To support developmental research and tracking research, the Consultant will test creative concepts with up to 48 focus groups of a qualitative nature (36 employees and 12 employer groups). The Consultant will carry out additional creative testing throughout the research period to the value of up to \$300,000, subject to any proposed additional creative testing being agreed to in writing by the Department.
- (b) Research aims to evaluate and improve on creative concepts and key messages. The Consultant must provide a draft methodology for creative testing research, including the following components:
 - (i) proposed research instruments (i.e. discussion guides); and
 - (ii) timeline for the research activities, including dates for fieldwork.

The Consultant will conduct the research following written approval from the Department of the draft methodology.
- (c) The Consultant must comprehensively explore and report on the following issues as part of the creative testing research objectives:
 - (i) to increase the level of understanding in the wider community about why the reforms are needed;
 - (ii) to raise awareness of the impact of the proposed changes for workers and employers; and
 - (iii) to address negative attitudes and to identify ways to promote the benefits.
- (d) The Consultant must test the following key messages:
 - (i) Protection and safeguards of employee rights;
 - (ii) More jobs and better jobs for employees;
 - (iii) Retention of the Australian way of life;
 - (iv) Visit www.workplace.gov.au/ourplan for more information.
- (e) The Consultant must test reaction to key messages and creative material presented.
- (f) The Consultant must debrief the Department by written reports following each creative testing research, outlining the comprehensive findings of the creative testing research.
- (g) The Consultant must present research outcomes to the Ministerial Committee on Government Communications (MCGC), as described above, by way of Microsoft PowerPoint or other electronic presentations or speaking notes.

B2. The Consultant must provide weekly progress reports on the research to the Department's liaison officer via email or phone conversation (as required by the Department). These reports should contain details regarding the Consultant's progress on the deliverables as specified in Items B1 , B1.1 and B1.2 of this Schedule 1 and in the proposal from the Consultant to the Department dated 18 July 2005 and titled 'Developmental and Tracking Research for the Workplace Relations Reform Communications Campaign prepared for Department of Employment and Workplace Relations' (see Appendix 1), as well as details on the progress of other deliverables as requested by the Department. Upon execution of the contract, the Consultant and the Department will decide on which day the weekly progress report is to occur.

B3. Joan Young, Managing Director of Colmar Brunton Social Research Pty Ltd must be available to attend and present the results of the developmental research and the tracking research to the MCGC on a date specified by the Commonwealth. The Consultant will receive payment for these presentations on an hourly basis at \$242.00 per hour inclusive of GST . The Department will pay for any interstate travel costs incurred for up to two consultants to attend presentations to the MCGC.

Creative testing research will be presented to the Department and the Department will forward onto creative agencies. Creative testing research will be presented to MCGC.

B4. Consultant's Rights to Contract Material (see clause 8.3)

There is no contrary stipulation.

B5. Consultant's Rights to Commonwealth Material (see clause 9.3)

There is no contrary stipulation.

B6. Use of Commonwealth Material (see clause 9.5)

There is no contrary stipulation.

B7. Material Not to Vest in Commonwealth (see clause 10.2)

There is no contrary stipulation.

B8. Existing Material - Moral Rights (see clause 10.5)

There is no contrary stipulation.

C. Time-frame (see clause 2.2)

The timeframe for the research is as follows:

Order	Action	Date
1	Consultant to start work	1 August 2005
2	Consultant to provide draft methodology for the developmental research for approval to Department, as described in Item B1(a) of this Schedule 1	2 August 2005
3	Consultant to provide a summary of the methodology for the tracking research, as described in Item B1.1(b) of this Schedule 1	8 August 2005
4	Consultant to commence creative testing, as described in Item B1.2 of this Schedule 1	10 August 2005
5	Consultant to conduct pilot study, as described in Item B1.1(b) of this Schedule 1	15 August 2005

6	Following completion of pilot study, consultant to provide revised research methodology, as described in Item B1.1(b) of this Schedule 1	18 August 2005
7	Consultant to commence ongoing tracking research following approval from the Australian Bureau of Statistics Statistical Clearing House, as described in Item B1.1(c) of this Schedule 1	6 September 2005
8	Consultant to provide a summary of the methodology for the creative research, as described in Item B1.2(b) of this Schedule 1	6 September 2005
9	Developmental research complete. Consultant to provide verbal presentation to Department on research findings, as described in Item B1(e) of this Schedule 1	9 September 2005
10	Consultant to provide draft written report to Department as described in Item B1(d) of this Schedule 1	30 September 2005
11	Consultant to provide final written report to Department as described in Item B1(d) of this Schedule 1	31 October 2005
12	Consultant to provide final written report to the Department as described in Item B1.1(e) of this Schedule 1	31 January 2006
13	Any report that may be created as a result of Item B2 of this Schedule 1	Weekly from contract commencement
14	Contract completed	31 January 2006

Any variation to these timeframes will only be accepted if agreed upon between the Consultant and the Department in writing.

D. Invoice Procedures (see clauses 3.4, 3.5 and 3.6)

Invoices forwarded by the Consultant must be correctly addressed and must include the following information:

- (a) title of Consultancy Services;
- (b) name of Project Delegate; and
- (c) contract number or purchase order number (if any).

Invoices may be sent by facsimile to the number or email address specified in Item

AA of Schedule 2.

Subject to acceptance of the Consultancy Services by the Commonwealth, the due date for payment will be 30 days after receipt of a correctly rendered invoice to the Commonwealth and following delivery of the Consultancy Services.

E. Specified Personnel (see clauses 1 and 6)

Joan Young, Managing Director of Colmar Brunton Social Research Pty Ltd, must present to the MCGC as requested by the Department. Joan Young must be available to attend any such MCGC proceedings in person.

F. Insurance (see clause 16)

The Consultant must maintain:

- workers' compensation insurance for an amount required by the relevant State or Territory legislation; and
- commercial general liability insurance covering liability arising from premises, operations, independent contractors, personal injury, products completed operations, and liability assumed under an insured contract on an occurrence basis, with a limit of not less than \$5 million each occurrence and in the aggregate; and
- professional indemnity insurance for an amount of not less than \$5 million.

G. Liaison & Notices (see clauses 7 and 28)

Colmar Brunton Social Research Pty Ltd

39 Torrens Street Braddon ACT 2612

info@canberra.cbr.com.au

PO Box 2212 Canberra ACT 2601

Telephone: (02) 6249 8566

Fax: (02) 6249 8588

H. Applicable Law (see clause 27)

Australian Capital Territory.

I. Compliance with Commonwealth Policies and Legislation (see clauses 14 and 23)

The Consultant must comply with the following Commonwealth policies:

- (a) the Australian Government Implementation Guidelines for The National Code of Practice for the Construction Industry ; and
- (b) *Indigenous Procurement*
(www.workplace.gov.au/indigenousprocurement).

The Consultant must comply with the following legislation:

- (a) *Age Discrimination Act 2004* (Cth) and the *Age Discrimination (Consequential Provisions) Act 2004* (Cth);
- (b) *Crimes Act 1914* (Cth);
- (c) *Disability Discrimination Act 1975* (Cth);
- (d) *Equal Opportunity for Women in the Workplace Act 1999* (Cth);
- (e) *Occupational Health and Safety (Commonwealth Employment) Act 1991* (Cth);

- (f) *Occupational Health and Safety (Commonwealth Employment)(National Standards) Regulations 1994 (Cth)*;
- (g) *Racial Discrimination Act 1975 (Cth)*;
- (h) *Sex Discrimination Act 1984 (Cth)*;
- (i) *Workplace Relations Act 1996 (Cth)*; and
- (j) *Workplace Relations Regulations 1996 (Cth)*.

SCHEDULE 2

Commonwealth Obligations

AA. Department (see clauses 1 and 28)

Shannon Kenna
Workplace Relations Reform Implementation Taskforce
Department of Employment and Workplace Relations
Loc 12M51. 12 Mort Street CANBERRA ACT 2600

BB. Project Delegate & Liaison Officer (see clauses 1, 7 and 28)

The Project Delegate is the person holding, occupying or performing the duties of Group Manager, Workplace Relations Policy Group, 3rd Level, Garema Court, 148-180 City Walk, Canberra City, ACT 2600, and the current occupant is Mr John Kovacic, telephone (02) 6121 7350; facsimile (02) 6276 7570.

The Liaison Officer is the person holding, occupying or performing the duties of Assistant Director, Workplace Relations Reform Implementation Taskforce, 5th Level, 12 Mort Street, Canberra City, ACT 2600 and the current occupant is Shannon Kenna, telephone (02) 6121 6664; facsimile (02) 6276 7011.

CC. Fees (see clauses 3.1 and 3.2)

The total fee payable for the **developmental research** is \$255,374 including GST. Fees are payable according to the Commonwealth's standard terms outlined in Clause 3. Pursuant to clause 3.3, the total fee is payable by the following instalments:

- \$76, 612.20 after successful execution of the contract, conditional upon a favourable financial viability report;
- \$102, 149.60 upon completion of the fieldwork for the developmental research ;
- \$76, 612.20 upon delivery of the final report (as described in Schedule 1).

The total fee payable for the **tracking research** is \$794,125 including GST, payable by the following instalments:

- six equal payments of \$132,354.16 to be made monthly in arrears upon execution of the contract.

The total fee payable for the **creative testing research** is \$312,000 including GST, payable by the following instalments:

- \$93,600 after execution of the contract and delivery of the draft methodology
- \$124,800 upon completion of the fieldwork for Creative Testing Research
- \$93,600 upon delivery of the final report.

Where the Department approves, in writing, a proposal for further creative testing research up to the value of \$300,000, such additional amounts will be payable on completion of the further research.

Subject to acceptance by the Commonwealth, the due date for payment will be 30 days after receipt of a correctly rendered invoice to the Commonwealth and following delivery of the Consultancy Services.

DD. Allowances (see clause 3.1)

Nil.

EE. Assistance (see clause 3.1)

Nil.

SCHEDULE 3 Confidential Information

A. COMMONWEALTH'S CONFIDENTIAL INFORMATION

1. Contract Provisions/Schedules/Attachments

Item	Period of Confidentiality

2. Contract-related material

Item	Period of Confidentiality
All information provided by the Commonwealth to the Consultant under this Contract, whether provided verbally and/or in writing.	7 years from the completion of all work required to be performed under this contract.

B. CONSULTANT'S CONFIDENTIAL INFORMATION

1. Contract Provisions/Schedules/Attachments

Item	Period of Confidentiality

2. Contract-related material

Item	Period of Confidentiality

SIGNED for and on behalf of:
THE COMMONWEALTH OF AUSTRALIA as represented by:
The Department of Employment and Workplace Relations (ABN 40 376 417 416)

.....
(Printed Name) *(Signature)*

.....
(Title) *(Date)*

In the presence of:

.....
(Printed Name) *(Signature)*

.....
(Date)

THE COMMON SEAL OF
Colmar Brunton Social Research Pty Ltd, trading as Colmar Brunton Social Research
ABN 63 090 919 378
was hereunto affixed in accordance with its Constitution

.....
Joan Young *(Signature)*

.....
Managing Director *(Date)*

.....
Jenny Rush *(Signature)*

.....
Founding Director *(Date)*