

Senate Finance and Public Administration Legislation Committee
ANSWERS TO QUESTIONS ON NOTICE
Additional Estimates 2016 - 2017

Prime Minister and Cabinet Portfolio

Department/Agency: Department of the Prime Minister and Cabinet
Outcome/Program: Outcome 1: Prime Minister and Cabinet
Topic: AusTender Contract

Senator: Wong, Penny & Kitching, Kimberley

Question reference number: 62

Type of question: FPA Monday 27 February 2017, page 113

Date set by the committee for the return of answer: 13 April 2017

Number of pages: 18

Question:

Senator WONG: Can we have a copy, then?

Ms E Kelly: We might need to take that on notice to determine whether there is anything about the contract or any part of it that we might need to redact in order to provide it. We will take that on notice and provide that if we are able to.

Senator McALLISTER: Has it been released to anybody else?

Ms E Kelly: I think we do not know at the moment. We need to take that on notice and finally determine that.

Senator KITCHING: How many invoices did Mrs Turnbull issue for payment?

Ms Tressler: I do not have the number of invoices, but they were less than the total contract value.

Senator KITCHING: Why was that?

Ms Tressler: They were the services that were rendered, and it happened to be less than that amount.

Senator KITCHING: Can copies of the invoices be produced?

Ms Tressler: I imagine so. I would need to take that on notice.

Senator KITCHING: What was the account name of the bank account? Was it Lucinda Turnbull?

Ms Tressler: I would need—

Senator Brandis: Senator Kitching, you are now asking for the private bank account details of a citizen? That is extraordinary.

Senator WONG: We are asking for the details of a supplier under those tenders—

Senator Brandis: I am aware of the general subject matter of your questions, but are you seriously asking for the private bank account details of a private citizen?

Senator WONG: I think she asked for the account name.

Senator KITCHING: I was asking for the account name. I said, and I will just repeat it slowly to help you—

Senator Brandis: I thought you said 'the account details'.

Senator KITCHING: What was the account name of the bank account the department paid this money to?

Senator Brandis: That is fine.

Senator KITCHING: Thank you. Can a copy of all EFT receipts detailing the account name to which payments were made be provided?

Ms Tressler: I would need to take that on notice.

Answer:

A copy of the contract is provided as **Attachment A**.

The contract was released to both parties (Department of the Prime Minister & Cabinet and Lucinda (Lucy) Hughes Turnbull). We are unaware if the contract was released to other parties at the time.

Lucinda Hughes Turnbull issued eight invoices in relation to services performed under the contract. Payment against the invoices were made to the supplier's bank account in the name of Lucinda Hughes Turnbull. All payments and EFT receipts were made to the same bank account.



Australian Government
Department of the Prime Minister and Cabinet

TELEPHONE: (02) 8271 5111

FAOSIMILE: (02) 8271 5414

ONE NATIONAL CIRCUIT

CANBERRA, A.C.T. 2600

9 March 2012

Ms Lucy Turnbull AO
[REDACTED]

Lucy
Dear Ms Turnbull

The Department of the Prime Minister and Cabinet (Department) on behalf of the Council of Australian Governments (COAG) wishes to confirm your reappointment as the Deputy Chair of the Expert Advisory Panel supporting the COAG Reform Council as further described in Attachment B.

If the Deputy Chair accepts the reappointment (Appointment) referred to in the previous paragraph, the entire agreement governing it is set out in the following documents (collectively the "Agreement"):

- a. this letter (Letter of Offer);
- b. Attachment A – General Conditions;
- c. Attachment B – Role of the COAG Reform Council
- d. Attachment C – Role of the Expert Advisory Panel;
- e. Attachment D – Deed of Confidentiality and Non Disclosure;
- f. Attachment E – Declaration of Conflict of Interest; and
- g. any documents expressly Incorporated by reference by this Letter of Offer.

1. Appointment

- 1.1. The requirements (Requirements) to be delivered under the Appointment are described in Attachment C.
- 1.2. The Deputy Chair must complete a Deed of Confidentiality and Declaration of Conflict of Interest as provided in Attachments D and E.

2. Term and Timing

The rights and obligations under the Agreement will commence on 9 March 2012 and will continue in force until 30 June 2012 unless terminated earlier.

3. Fees

- 3.1. The Department will pay the Deputy Chair a Fee of \$621 per day for delivering the Requirements. Amounts specified are inclusive of any GST which may be payable.
- 3.2. It is estimated that for each event to promote the report, Panel Members will require either a half day or full day to attend speaking engagements depending on the need to travel interstate for the event, and a discretionary half day for speech preparation and advice if required and with agreement from the Project Officer (Head of the COAG Reform Council secretariat).
- 3.2. Fees will be payable quarterly in arrears after receipt by the Department of a correctly rendered invoice in respect of Requirements performed in accordance with the Agreement. Payment will be made electronically to a bank account nominated by the Panel Member.
- 3.3. The initial fee referred to in clause 3.1 will be reviewed annually. Fees will be paid commensurate with fees determined by the Remuneration Tribunal and payable to comparable advisory boards, committees and councils.
- 3.4. The Department may pay additional allowances during the term of the Appointment for any additional work requested by COAG.

4. Taxes, Duties and Government Charges

- 4.1. Except as provided by this clause 4, the Panel Member must pay all taxes, duties and government charges imposed or levied in Australia or overseas in connection with the performance of the Agreement.
- 4.2. The following terms have the meanings respectively given to them in *A New Tax System (Goods and Services Tax) Act 1999* (GST Act): consideration; GST; input tax credit; supply; taxable supply; and tax invoice.
- 4.3. Unless otherwise indicated, all consideration for any supply made under the Agreement is exclusive of any GST imposed on the supply.
- 4.4. If the Fees payable under clause 3.1 of this Letter of Offer are consideration for a taxable supply, the invoice delivered under clause 3.2 of this Letter of Offer must be a tax invoice which complies with the GST Act.
- 4.5. If one party (supplier) makes a taxable supply to the other party (recipient) under the Agreement, on receipt of a tax invoice from the supplier, the recipient must pay without setoff an additional amount to the supplier equal to the GST imposed on the supply in question. No party may claim from the other party under this contract any amount for which the first party may claim an input tax credit.

5. Project Officer

The Head of the COAG Reform Council secretariat is the Project Officer, with responsibility for general liaison with the Panel Member, supervising performance, approving payment of the Panel Member's fees, and accepting and issuing any written notifications under the Agreement on behalf of the Department.

Physical and postal address	[REDACTED] [REDACTED] COAG Reform Council GPO Box 7015 SYDNEY NSW 2001
Telephone	[REDACTED]
Email	[REDACTED]
Facsimile	[REDACTED]

6. Allowances

Where prior written approval has been given by the Project Officer for travel, the Department will reimburse reasonable travel expenses incurred by the Panel Member in performing services under the Agreement.

7. Invoices

- 7.1. All invoices must be addressed to the Project Officer and include the following information:
- a. title of Requirements;
 - b. name of Project Officer;
 - c. ABN (if applicable) of the Panel Member; and
 - d. itemised fees, expenses and allowances.
- 7.2. The due date for payment by the Department is 30 days after receipt of a correctly rendered invoice.

8. Acceptance

A duplicate of this letter is enclosed with an endorsement that provides for notification of acceptance. If the Panel Member agrees to provide the Requirements as set out in the Agreement, the Panel Member's acceptance must be notified by signing, dating and returning the enclosed duplicate letter to the Department.

Yours faithfully

X

[REDACTED SIGNATURE]

[REDACTED]

[REDACTED]

COAG Reform Council

SIGNATURES PAGE

Signed on behalf of the COMMONWEALTH OF AUSTRALIA as represented by the DEPARTMENT OF THE PRIME MINISTER AND CABINET	
Signature:	x <i>M. O'Loughlin</i>
Printed Name and Position of Signatory:	x Mary Ann O'Loughlin Head of Secretariat
Date:	x 9 March 2012
Signature of Witness:	<i>Belle Vincent</i>
Printed Name of Witness:	Belle Vincent

Lucy Turnbull AO has fully informed herself of the Contracted Services and agrees to provide them in accordance with the terms and conditions described at the beginning of this Letter of Offer.	
Signature:	x <i>Lucinda (Lucy) Hughes Turnbull</i>
Printed Name and Position of Signatory:	x LUCINDA (LUCY) HUGHES TURNBULL
Date:	x 13 March 2012
Signature of Witness:	x <i>Laura Jacobsen</i>
Printed Name of Witness:	x LAURA JACOBSEN

ATTACHMENT A
GENERAL CONDITIONS FOR CONSULTANCY SERVICES

1. Interpretation

In addition to the expressions defined in the Letter of Offer, in the Agreement, unless the contrary intention appears:

Conflict	means any matter, circumstance, interest or activity affecting the Panel Member which may or may appear to impair the ability of the Panel Member to provide the Requirements diligently and independently;
Contract Material	means all Material:- (a) created for the purposes of the Agreement, (b) provided or required to be provided to the Commonwealth as part of the Requirements, or (c) derived at any time from the Material referred to in paragraphs (a) or (b);
Intellectual Property	Includes all copyright (including rights in relation to phonograms and broadcasts), all rights in relation to inventions (including patent rights), plant varieties, registered and unregistered trademarks (including service marks), registered designs, and circuit layouts, and all other rights resulting from intellectual activity in the industrial, scientific, literary or artistic fields but does not include Moral Rights or performers' rights;
Material	Includes information and the subject matter, including documents, equipment, information and data, stored by any means;
Moral Rights	includes the following rights of an author of copyright Material: the right of attribution of authorship; the right of integrity of authorship; and the right not to have authorship falsely attributed;
Party	means the Department or the Panel Member;

Permitted Acts	means any of the following classes or types of acts or omissions:- <ul style="list-style-type: none"> (a) using, reproducing, adapting or exploiting all or any part of the Contract Material, with or without attribution of authorship, (b) supplementing the Contract Material with any other Material, and (c) using the Contract Material in a different context from that originally envisaged, but does not include false attribution of authorship; and
Project Officer	means the person nominated as the project officer in the Letter of Offer.

2. Intellectual Property in Contract Material

- 2.1. Intellectual Property in all Contract Material vests or will vest in the Department on and from its creation. This clause does not affect the ownership of Intellectual Property of the Panel Member in any Material in existence at the Commencement Date or which was not created for the purposes of the Agreement but is provided or required to be provided to the Department as part of the Requirements.
- 2.2. The Panel Member grants to (or will procure for) the Department a permanent, irrevocable, royalty free, world wide, non exclusive licence (including a right of sub licence) to use, reproduce, adapt and exploit any Intellectual Property of the Panel Member in Material referred to in clause 2.1 in conjunction with the Contract Material.
- 2.3. The Panel Member agrees, on request by the Department, to create, sign, execute or otherwise deal with any document necessary or desirable to give effect to this clause 2.
- 2.4. It is intended by the parties that all Materials, including Contract Materials, will be made generally available to Panel Members, COAG Reform Council members and COAG members at all times, and the Department agrees to grant all rights including any applicable licences as necessary from time to time to achieve this intention.
- 2.5. The Panel Member warrants that they are entitled, or will be entitled at the relevant time, to deal with the Intellectual Property in the Contract Material in the manner provided for in this clause 2.
- 2.6. Where the Panel Member is the author of the Contract Material, they consent to the performance of the Permitted Acts by the Department or any person claiming under or through the Department.
- 2.7. If clause 2.5 does not apply, the Panel Member agrees:
 - a. to obtain from each author a written consent which extends directly or indirectly to the performance of the Permitted Acts by the Department or any person claiming under or through the Department (whether occurring before or after the consent is given); and
 - b. on request – to provide the executed original of any such consent to the Department.

- 2.8 The Panel Member agrees to establish and maintain procedures to secure all Contract Material against loss and unauthorised access, use, modification or disclosure.
- 2.9 The Panel Member agrees, on expiration or termination of the Agreement, to ensure that all Copies of all Contract Material are delivered to the Department or otherwise dealt with as directed by the Department, subject to any requirement of law binding on the Panel Member relating to such Contract Material.

3. Conflict of Interest

- 3.1. The Panel Member undertakes, to the best of their knowledge, information and belief after making diligent inquiry, that at the date of entering into the Agreement no Conflict arises or is likely to arise in the performance of the Requirements by themselves.
- 3.2. If, during the performance of the Requirements, a Conflict arises, or appears likely to arise, the Panel Member agrees:
- a. to notify the Department immediately in writing of that Conflict;
 - b. to make full disclosure of all relevant information relating to the Conflict; and
 - c. to take any steps that the Department reasonably requires to resolve or otherwise deal with the Conflict.
- 3.3. If the Panel Member does not notify the Department or is unable or unwilling to resolve or deal with the Conflict as required, the Department may terminate the Agreement.

4. Panel Member's Conduct

- 4.1. The Panel Member must act honestly, ethically, in good faith and in the best interests of the Expert Advisory Panel and the COAG Reform Council as a whole.
- 4.2. The Panel Member must use due care and diligence in fulfilling the functions of the Appointment and exercising the powers attached to the Appointment.
- 4.3. The Panel Member must use the powers of the Appointment for a proper purpose, in the best interests of the Expert Advisory Panel and the COAG Reform Council as a whole.
- 4.4. The Panel Member must not make improper use of information acquired as a Panel Member.
- 4.5. The Panel Member must not take improper advantage of the position of Panel Member.
- 4.6. The Panel Member must not allow personal interests, or the interests of any associated person or organisation, to influence their conduct and in particular their duty to act in the best interests of the Expert Advisory Panel and the COAG Reform Council.
- 4.7. The Panel Member must be independent in judgment and actions and take all reasonable steps to be satisfied as to the soundness of all decisions taken by the Expert Advisory Panel.
- 4.8. Confidential information received by the Panel Member in the course of the exercise of their duties remains the property of the party from which it was obtained and the Panel Member must not disclose it, or allow it to be disclosed, unless that disclosure has been authorised by the COAG Reform Council, the Department, or the person from whom the information is provided, or is required by law.

- 4.9. The Panel Member must not engage in conduct likely to bring discredit upon the Expert Advisory Panel or the COAG Reform Council.
- 4.10. The Panel Member must at all times, comply with the spirit, as well as the letter, of the law and with the principles of this clause 4.

5. Insurance

- 5.1. The Contractor releases PM&C, its officers, employees, agents, contractors and invitees, to the full extent permitted by law from all responsibility or liability for loss of or damage to any property or injury or death to any person arising out of any involvement (negligent or otherwise) of PMC, its officers, employees, agents, contractors and invitees pursuant to this contract.

6. Termination

- 6.1. The Department may terminate the Appointment for misbehaviour or for physical or mental incapacity of the Panel Member.
- 6.2. The Department may terminate the Appointment if the Panel Member:
 - a. becomes bankrupt, applies to take the benefit of any law for the relief of bankrupt or insolvent debtors, compounds with their creditors or makes an assignment of their remuneration for their benefit; or
 - b. fails to comply with any of their obligations under the Agreement.
- 6.3. The Panel Member may terminate the Agreement by giving one month's written notice to the Department.
- 6.4. The Department may, at any time by notice, terminate the Agreement or reduce the scope of the Appointment immediately.
- 6.5. The Panel Member agrees, on receipt of a notice of termination or reduction:
 - a. to stop or reduce work as specified in the notice;
 - b. to take all available steps to minimise loss resulting from that termination or reduction; and
 - c. to continue work on any part of the Appointment not affected by the notice.
- 6.6. In the event of termination under clause 6.3, the Department will be liable only:
 - a. to pay any instalment of the Fees relating to Appointment completed before the effective date of termination; and
 - b. to reimburse any expenses the Panel Member unavoidably incurs relating entirely to Appointment not covered under clause 6.6.a.
- 6.7. The Department will not be liable to pay any amount under clause 6.6.a and which would, when added to any Fees already paid to the Panel Member, exceed the total Fees payable under paragraph 3.1 of the Letter of Offer.
- 6.8. In the event of a reduction in the scope of the Appointment under clause 6.3, the Department's liability to pay fees or reimburse any expenses under clause 6.6 will, unless there is agreement in writing to the contrary, reduce in accordance with the reduction in the Appointment.
- 6.9. The Panel Member will not be entitled to compensation for loss of prospective profits.

7. General

- 7.1. The Panel Member must cooperate and liaise with the other members of the Expert Advisory Panel in performing the Requirements.
- 7.2. No variation of the Agreement is binding unless it is agreed in writing between the Department and the Panel Member.
- 7.3. The Panel Member is not by virtue of the Agreement an officer, employee, partner or agent of the Department, nor does the Panel Member have any power or authority to bind or represent the Department. The Panel Member agrees not to represent themselves as being an officer, employee, partner or agent of the Department.
- 7.4. If a Party does not exercise (or delays in exercising) any of its rights under the Agreement or at law, that failure or delay does not operate as a waiver of those rights. A single or partial exercise by a Party of any right or remedy it holds under the Agreement or at law does not prevent the Party from exercising the right again or to the extent it has not fully exercised the right.
- 7.5. The Panel Member must not delegate, assign or novate, in whole or part, and agrees not to assign or novate, its rights and obligations under the Agreement without the prior written approval of the Department. The Panel Member must not subcontract any of its obligations under the Agreement without the prior written approval of the Department.
- 7.6. The parties acknowledge that during the term of the Agreement, a separate Commonwealth entity may be established as the COAG Reform Council (or similar). If such an entity is established, the Panel Member will consent to the novation of the Agreement to the newly established entity.
- 7.7. The laws having effect in the Australian Capital Territory apply to the Agreement.

8. Notice

A notice under the Agreement is only effective if it is in writing, and dealt with as follows:

- a. *if given by the Panel Member to the Department* – addressed to the Project Officer at the address specified in paragraph 7 of the Letter of Offer or as otherwise notified by the Department; or
- b. *if given by the Department to the Panel Member* – given by the Project Officer (or any superior officer to the Project Officer) and addressed (and marked for attention) as follows: - or as otherwise notified by the Panel Member.

9. Survival

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

- a. licensing of Intellectual Property;
- b. confidential information;
- c. conflicts of interest;
- d. an indemnity; or
- e. any other provision which expressly or by implication from its nature is intended to continue.

ATTACHMENT B

ROLE OF COAG REFORM COUNCIL

The role of the COAG Reform Council is prescribed by COAG.

The COAG Reform Council is the key institution for enhancing the accountability of governments to the community for the quality and efficiency of services delivered and outcomes achieved under the various intergovernmental agreements. The COAG Reform Council is therefore an integral part of the institutional arrangements that support COAG in the implementation of its reform agenda.

The Council's role in public accountability and performance reporting is set out in detail in Schedule C to the *Intergovernmental Agreement on Federal Financial Relations*.

In summary, the council's role is to:

- monitor, assess and publicly report on the performance of the Commonwealth and States and Territories in achieving the outcomes and performance benchmarks specified in the six *National Agreements*—the council provides annual reports to COAG which:
 - publish the performance data and provide a comparative analysis of the performance of governments in meeting the agreement's objectives, including highlighting relevant contextual differences between jurisdictions
 - highlight examples of good practice and performance so that, over time, innovative reforms or methods of service delivery may be adopted by other jurisdictions (from second year of reporting)
 - reflect the contribution of both levels of government to achieving performance benchmarks and to achieving continuous improvement against the outcomes, outputs and performance indicators (from second year of reporting)
- report to COAG on the performance of governments under various *National Partnerships*—there are two distinct tasks in relation to reporting on National Partnerships:
 - for National Partnerships with reward payments, the council reports to COAG on an independent assessment of whether predetermined performance benchmarks have been achieved prior to reward payments being made
 - as part of its reporting to COAG on National Agreements, the council undertakes 'an analytical overview of performance information for each National Agreement, and National Partnership to the extent that it supports the objectives in a National Agreement ...'
- assess performance of the Commonwealth and the Basin States under five bilateral Water Management Partnerships as part of the *Agreement on Murray-Darling Basin Reform*
- review the consistency of capital city strategic planning systems with national criteria
- advise COAG on the aggregate pace of activity in progressing COAG's agreed reform agenda
- advise COAG on options to improve COAG's performance reporting framework for National Agreements and National Partnerships
- report on any other matters specifically referred unanimously by COAG.

ATTACHMENT C

REQUIREMENTS and ROLE OF THE EXPERT ADVISORY PANEL

On 7 December 2009, COAG agreed that the Council should:

- independently review, during 2010 and 2011, the consistency of each jurisdiction's capital city strategic planning system with the national criteria,
- support the achievement of continuous national improvement in capital city strategic planning, and
- build and share knowledge of best-practice planning approaches.

COAG agreed that the Council would be supported by an expert advisory panel in undertaking these functions.

Between July 2010 and 23 December 2011, the Expert Advisory Panel provide support, advice and expertise to the council during its review of capital city strategic planning systems. The Expert Advisory Panel also assisted by

- supporting the achievement of continuous national improvement in capital city strategic planning through the workshop program
- noting best-practice planning approaches across the systems.

This work is completed and Review of capital city strategic planning systems was submitted to COAG on 23 December and will be released on 2 April 2012.

For the length of this contract, the role of Panel Members is to **discuss and promote the review and the work of the council at speaking events during the launch period**. This is based on their availability to attend pre-designated events promoting the review and the work of the council.

The Chairman is the official spokesman for the COAG Reform Council. Members of the Expert Advisory Panel may be delegated a complementary role in explaining the role and work of the council in relation to cities strategic planning. All members should seek the prior agreement of the COAG Reform Council Chairman or a delegate should they wish to speak publicly on behalf of the Council or the Expert Advisory Panel.

While the Expert Advisory Panel has been chosen for its expertise in this field, any opinion or statement made publicly on the state of capital city strategic planning systems in Australia should be given as a personal opinion. The Council retains full responsibility for issuing public statements on the progress of COAG's capital city strategic planning systems reforms.

The Expert Advisory Panel will be provided with secretariat support, located within the COAG Reform Council Secretariat.

ATTACHMENT D

DEED OF CONFIDENTIALITY AND NON-DISCLOSURE

THIS DEED POLL is made on *13 March* 2012

IN FAVOUR OF: the Council of Australian Governments (COAG) represented by the Department of the Prime Minister and Cabinet (Department)

BY: Ms Lucy Turnbull AO (Promisor)

BACKGROUND

- A. The Department has entered into an agreement dated (Agreement) with the Promisor for the provision to the Department of certain services (Services).
- B. The Promisor may be given access to Confidential Information provided by the Department in the course of the Agreement, or arising out of the performance of the Agreement.
- C. Improper use or disclosure of the Confidential Information would severely damage the Department or the Commonwealth, its ability to perform its governmental functions and/or the rights of third parties.
- D. The Department requires, and the Promisor agrees, that it is necessary to take all reasonable steps (including the execution of this Deed) to ensure that Confidential Information is kept confidential.


OPERATIVE PROVISIONS

1. In this Deed Confidential Information means information that is:-
 - (a) by its nature confidential,
 - (b) is designated by the Department as confidential, or
 - (c) the Promisor knows or ought to know is confidential; anddoes not include information which:-
 - (d) is or becomes public knowledge other than by breach of this Deed by the Promisor, or by any other unlawful means,
 - (e) is in the possession of the Promisor without restriction in relation to disclosure before the date of receipt from the Department,
 - (f) has been independently developed or acquired by the Promisor, or
 - (g) is required by law to be disclosed.
2. The Promisor undertakes:
 - (a) to treat all Confidential Information as confidential and to use the Confidential Information solely for the purposes of the performance of the Services in accordance with the Agreement;
 - (b) not to disclose the Confidential Information to any third party without the consent in writing of the Department unless such disclosure is solely for the purposes of the performance of the Services in accordance with the Agreement;

- (c) to take all steps to ensure the maintenance of the confidentiality of the Confidential Information, to ensure that any Confidential Information in the possession of the Promisor is securely stored and only to make copies of written Confidential Information or computer disks containing the Confidential Information solely for the purposes of the performance of the Services in accordance with the Agreement;
 - (d) to notify the Department immediately if the Promisor becomes aware of any unauthorised access to, or use or disclosure of, any Confidential Information; and
 - (e) to cease using the Confidential Information upon the written direction of the Department.
3. The Department may make a direction pursuant to Clause 2(e) in its absolute and unfettered discretion.
 4. If the Department grants consent pursuant to Clause 2, the Department may impose conditions on that consent and (without limitation) require the Promisor to procure the execution of a Deed in such terms as the Department may direct by any person to whom Confidential Information is to be disclosed by the Promisor.
 5. The Promisor must upon written request from the Department promptly deliver to the Department all electronic and other documents and items under the Promisor's control containing Confidential Information.
 6. The Promisor acknowledges that any breach by the Promisor of this Deed would cause severe loss to the Department and severely damage its ability to perform its functions.
 7. The obligations of the Promisor under this Deed will not be taken to have been breached where the Confidential Information is legally required to be disclosed.
 8. The obligations of the Promisor under clause 2 are in addition to and do not exclude the operation of any principle of law or equity intended to protect and preserve the confidentiality of the Confidential Information.
 9. No waiver by the Department of one breach of any obligation of the Promisor expressed or implied in the Deed will operate as a waiver of another breach of the same or any other obligation of the Promisor.
 10. The provisions of this Deed will survive the expiration or earlier termination of the Agreement.

11. This Deed will be governed by and be construed in accordance with the laws in the Australian Capital Territory.

EXECUTED as a Deed by the Promisor
SIGNED, SEALED AND DELIVERED by

...
x 

(Signature of Promisor)

In the presence of:

x 

(Signature of Witness)

x LAURA SACHSEN

(Name of Witness)

Dated: x 13 March

ATTACHMENT E

CONFLICT OF INTEREST DECLARATION

1. I have been asked to disclose any interest that I may have as a Panel Member in the Agreement with the Council of Australian Governments represented by the Department of the Prime Minister and Cabinet (Department) which would preclude me from undertaking required Services in the Agreement.
2. To the best of my knowledge and belief I have not had, and do not have, any relationship, either personal, financial or professional with an entity other than the Department, that would provide a benefit in some way to me or a member of my direct family from the services I am required to perform under the Agreement.
3. I am aware of the Department's requirement for strict probity and high ethical standards and if I subsequently discover that there is a relationship of a kind mentioned in paragraph 2 of this Declaration, I will immediately report it to the Project Officer.
4. I will also immediately report to the Project Officer any direct or indirect contact that I have which is not officially authorised, including any approach made to me in the way of a direct or implied offer of future employment or other benefit by a client or stakeholder.
5. I will also immediately report to the Project Officer any issue which may materially detract from the defensibility or validity of the advice or services provided by me under the Agreement.

Dated the x B M day of March 2012

Signed: [Signature]

Name: x Lucinda (Lucy) Hughes Twibon

Address: x [Redacted Address]

