

**Senate Economics Legislation Committee**  
**ANSWERS TO QUESTIONS ON NOTICE**  
 Industry, Tourism and Resources Portfolio  
 Supplementary Budget Estimates 2004-2005

**AGENCY/DEPARTMENT:** DEPARTMENT OF INDUSTRY, TOURISM AND RESOURCES  
**OUTCOME/OUTPUT:** ALL Outcomes and Outputs  
**TOPIC:** PROGRAMS AND SERVICES DELIVERED VIA AN INTERMEDIARY SERVICE PROVIDER  
**REFERENCE:** WRITTEN QUESTIONS ON NOTICE

**QUESTION No.6-9**

**Senator Ludwig** asked:

6. For the each of the i) 1999-00, ii) 2000-01, iii) 2001-02, iv) 2002-03, v) 2003-04 financial years, how many Departmental programs or services were delivered via an intermediary service provider, such as another level of government or a non-government organisation?
7. Of these, in each financial year how many did the funding conditions in contracts specify relevant access and equity accountabilities (for example, collection and reporting of information on client characteristics)?
8. For each of these, is the provision a standard clause? If so, can the Department please supply the clause?
9. If there is no standard provision, is a copy of the provision available for each of these? Are the provisions subsequently audited? If yes, what were the results? (Please supply).

**ANSWER**

**Department of Industry, Tourism and Resources**

Commercialising Emerging Technologies (COMET) Program

From 1999-00 elements of the Commercialising Emerging Technologies (COMET) Program have been delivered by a network of private sector business advisers on behalf of the Department. The contracts for provision of consultancy services contained standard provisions in relation to access and equity accountabilities, although the terms have varied in different years. Copies of relevant provisions are provided at Attachments A-C (as outlined below). There have been no compliance audits undertaken to date in respect of these provisions.

1999-00	Consultancy Services for the case management of the COMET Program, Clause 22, Schedule 1 and Attachment 4 – Code of Conduct ( <b>Attachment A – see page 6</b> ).
2000-01	Contract for Provision of Consultancy Services, COMET Program, Clause 29.1 to 29.3 ( <b>Attachment B – see page 7</b> ).
2001-02	
2002-03	
2003-04	Contract for Provision of Consultancy Services, COMET Program, Clause 31.1 to 31.3 ( <b>Attachment C – see page 8</b> ).

Supplier Access to Major Projects (SAMP) Program

The Supplier Access to Major Projects (SAMP) Program was delivered by Industry Capability Network Limited (formerly ISONET Limited) on behalf of the Department during the period 1999-00 to 2003-04. The SAMP Program is delivered on a non-discriminatory basis to industry. Client characteristics are not a condition of the program reporting—reporting is based on program outcomes. There is no standard clause relating to access and equity as the SAMP Program is a non-discriminatory industry program.

Biotechnology Australia Public Awareness Program

Biotechnology Australia's Public Awareness Program was established in July 1999. The Program is delivered both directly and through other government agencies or non-government organisations. There are no specific access and equity accountabilities.

Small Business Interest Rate Relief Program

The Small Business Interest Rate Relief Program was delivered by Centrelink on behalf of the Department during 2002-03 and 2003-04. Program payments were made on the basis of an application where applicants provided details of their circumstances - rather than a contract as such. The Memorandum of Understanding between the Department and Centrelink does not include access and equity accountabilities.

International Greenhouse Partnerships Program

Over the period 1999-2001, one relatively minor component of the International Greenhouse Partnerships Program (now ceased) - the International Greenhouse Partnerships Training and Development Course - involved the contracting out of a course to Melbourne University Private which provided training to representatives from developing and newly industrialising countries. Melbourne University Private, as intermediary service provider, did not have responsibility for access and equity, as the delegates were nominated by their relevant national governments.

National Measurement Institute

The National Measurement Institute subcontracts some chemical and microbiological analysis tests on behalf of clients where it does not have the capability required to meet all the needs of those clients. The dollar value involved is small, tests are requested on an ad hoc basis and the subcontracting laboratories' reports are passed to the client. No personal information is involved.

**IP Australia**

No programs or services were delivered via an intermediary service provider.

**Geoscience Australia**

No programs or services were delivered via an intermediary service provider.

**Tourism Australia**

Tourism Australia collaborates with state and territory tourism organisations and tourism industry partners on all marketing campaigns. The objectives of these campaigns is to reach a wide target audience, although there are no specific access and equity accountabilities.

**COMET Program - Financial Year 1999/2000**

**Consultancy Services for the case management of the COMET program.**

22. Applicable Law
- 22.1 This Contract shall be governed by and construed in accordance with the law for the time being in force in the Australian Capital Territory.
- 22.2 The Consultant shall ensure that the work done under this Contract complies with the laws from time to time in force in the State or Territory in which the Consultancy Services, or any part of the Consultancy Services, are to be carried out.

**Schedule 1 Consultant obligations and work to be performed**

**6) Performance Areas (Extract)**

The Case Manager must perform the following activities in the following areas:

- **Highest ethical standards** – the Manager must be seen to be operating in a fair and equitable manner at all times, and to be strictly adhering to the Code of Conduct at Attachment 4.

**Attachment 4 – Code of Conduct**

In conducting activities in the delivery of the COMET program, Case Managers must:

- behave honestly and with integrity;
- act with care and diligence;
- treat everyone with respect and courtesy, and without harassment;
- use Commonwealth resources in a proper manner;
- not provide false or misleading information in response to a request for information;
- not make improper use of inside information in order to gain or seek to gain, a benefit or advantage for themselves or any other person.

**COMET Program - Financial Years 2000/01, 2001/02 and 2002/03**

**Contract for Provision of Consultancy Services, COMET Program**

**29 Applicable laws**

**29.1 Governing law**

This Agreement shall be governed by and construed in accordance with the law for the time being in force in the Australian Capital Territory.

**29.2 Jurisdiction**

The parties submit to the exclusive jurisdiction of the courts of the Australian Capital Territory.

**29.3 Compliance with laws**

- (a) The Business Adviser must ensure that while undertaking the Consultancy Services pursuant to this Agreement it complies with the laws from time to time in force in the State or Territory in which the Consultancy Services, or any part of the Consultancy Services, are undertaken.
- (b) Without limiting clause 29.3, the Business Adviser must:
- (1) comply with its obligations, if any, under the *Equal Opportunity for Women in the Workplace Act 1999*;
  - (2) not enter into a subcontract with an entity named in a report tabled in Parliament as an organisation that has not complied with the *Equal Opportunity for Women in the Workplace Act 1999*;
  - (3) use its reasonable endeavours to provide employment opportunities to Aboriginal and Torres Strait Islander people; and
  - (4) comply with the occupational, health, safety and security obligations specified in clause 18 of this Agreement.

**COMET Program - Financial Year 2003/04**

**Contract for Provision of Consultancy Services, COMET Program**

**31 Applicable Laws**

**31.1 Governing law**

This Agreement shall be governed by and construed in accordance with the law for the time being in force in the Australian Capital Territory.

**31.2 Jurisdiction**

The parties submit to the exclusive jurisdiction of the courts of the Australian Capital Territory.

**31.3 Compliance with laws**

- (a) The Business Adviser must ensure that while undertaking the Consultancy Services pursuant to this Agreement it complies with the laws from time to time in force in the State or Territory in which the Consultancy Services, or any part of the Consultancy Services, are undertaken.
- (b) Without limiting clause 31.3, the Business Adviser must:
  - (1) comply with its obligations, if any, under the *Equal Opportunity for Women in the Workplace Act 1999*;
  - (2) not enter into a subcontract with an entity named in a report tabled in Parliament as an organisation that has not complied with the *Equal Opportunity for Women in the Workplace Act 1999*;
  - (3) use its reasonable endeavours to provide employment opportunities to Aboriginal and Torres Strait Islander people;
  - (4) comply with the occupational, health and, safety obligations specified in clause 18 of this Agreement; and
  - (5) comply with the security obligations specified in clause 19 of this Agreement.