

EDUCATION, SCIENCE AND TRAINING

SENATE LEGISLATION COMMITTEE – QUESTIONS ON NOTICE 2003-2004 ADDITIONAL ESTIMATES HEARING

Outcome: CSIRO
Output Group: - CSIRO

DEST Question No. E974_04

Senator Carr provided in writing.

Question:

Clause 2.2.33 states that “it is essential for all contracts to be properly ... documented. Please provide copies of all contracts with Mr Dean, indicating where the development and completion of these agreements met the criteria and mandatory requirements in clauses 2.1.6; 2.2.31; 2.2.33; 2.2.34.

Answer:

CSIRO has provided the following response.

Engagement of Groman Consulting Group

As indicated in answer to question E971_04, clause 2.2.33 relating to proper documentation, was not always adequately adhered to for Mr Dean’s assignments. Terms and conditions were negotiated on a case by case basis. Contracts were documented through acceptance of offers and consultant’s briefs. Please find attached copies of relevant contractual documentation. The assignments refer to those listed in answer E578_04 and one subsequent assignment, as indicated below. (Please note that for assignments 6, 10 and 12, no relevant documentation has been identified, and therefore none has been provided. For assignment 8, there is no relevant documentation, as Mr Dean was not selected by CSIRO – see below.)

Clauses 2.1.6, 2.2.31, 2.2.33 and 2.2.34 refer to, respectively:

- a) demonstration of value for money – see answer to E973_04;
- b) dealing with real/apparent conflicts of interest – see answer to E972_04;
- c) cost-benefit assessment – see answer to E973_04;
- d) appropriate negotiation and documentation – see answer to E971_04; and
- e) the maintenance of a register of consultants – see answer to E975_04.

Assignment		Commissioning Officer – Unit
1	Examine learning and development in CSIRO and provide some training programs	Peter O’Keefe, Director, People Development
2	Support implementation of L&D framework	Peter O’Keefe, Director, People Development
3	Support implementation of change management for Forestry and Forest Products	Paul Cotterill, Chief, Forestry and Forest Products
Updated Procurement Policy Implemented (January 2003)		
4	Executive coaching / Divisional leadership review	Shaun Coffey, Chief, Livestock Industries
5	Divisional change and performance improvement (including senior staff coaching and pilot programs – leading change and strategic skills thinking for 50 staff)	Shaun Coffey, Chief, Livestock Industries
6	Assistance in shortlisting candidates for Executive Team building facilitation	Geoff Garrett, Chief Executive

7	Support Woodside/Shell/WA ERA Workshop	Greg Thill, Acting Chief, Petroleum
8	Provide consulting and facilitation for the Global Research Alliance (GRA) Technology Fusion Workshop on Water, as per CSIRO agreement with the GRA	Peter Osman, Business Development & Commercialisation (NB: Consultant selected by Dr Reinie Biesenbach, GRA.)
9	Development of human resource managers	Kate Boxsell, Manager, People Development
10	Develop the coursework for the Leading Team A and Leading Team B modules. Deliver Module A in August	Patrick Blades, Manager, Learning & Development
11	Joint consultancy with the University of Queensland (UQ), to assess the effectiveness of collaboration between CSIRO and UQ, with particular reference to the shared facility, Queensland Biosciences Precinct	Michael Barber, Executive Director Science Planning
12	Development / assessment interviews of potential senior leaders; participation in change leadership discussion	Geoff Garrett, Chief Executive
13	Support in evaluating the implementation of the 2002 L&D plan	Peter O'Keefe, Director, People Development
14	Study current "change" environment within CSIRO, including perceptions about rate of change, apparent barriers and suggestions for improving CSIRO's approach	Ron Sandland, Deputy Chief Executive

Additional Assignment		Commissioning Officer – Unit
15	Leading the Research Enterprise (LRE) assignment	Ron Sandland, Deputy Chief Executive

Assignment 1

Examine learning and development in CSIRO and provide some training programs (July to November 2001 plus report preparation)

**Peter O'Keefe
Director People Development**

The attached series of emails between Ian Dean, Bob Marshall and Jane Lowther (both formerly of CSIRO's Leadership, Career & Team Development Group) outlines contractual aspects of Mr Dean's initial engagement by CSIRO.

The first email attached (from Mr Dean sent on 17 June 2001) confirms his acceptance of tasks and deliverables set out by CSIRO and negotiates a rate. Subsequent emails attached outline tasks and time frames for deliverables.

From: Ian Dean [iandean@iafrica.com]
Sent: Sunday, 17 June 2001 7:12 PM
To: Marshall, Robert (LCTD)
Cc: Lowther, Jane (LCTD, Limestone Ave)
Subject: RE: Visit to Australia

Dear Bob,

Thanks for your email and ditto on last Friday's chat with Geoff, Jane and yourself. It was great.

Herewith my confirmation and acceptance of the 3 assignments/deliverables set for my July visit. During our conference call, Geoff also mentioned the preparation of a strategy/action plan for people development in CSIRO and I assume that this forms an implicit part the 'Examine the strategies and portfolio..... assignment.'

I have studied the Strategic Actions doc you forwarded. It certainly contains significant stretch not to mention urgency! The people development implications across just about every proposed action are major. I will treat the content in utmost confidence.

As far as the pilot programme (or programmes) is concerned, I will prepare and deliver what you think will be best for CSIRO/the delegates. Service Excellence and R and D Management as suggested by you are fine.

and D Management may however be a bit pushed to cover in the time available. You could also consider leadership, innovation, team skills, strategic thinking skills and marketing (all in an R and D environment). My preference would be to have at least one day per group and to work with delegates who have identified the subject matter as an important development need and not merely find themselves 'hustled' into a process. As you know, positioning and pre-work are important to build motivational levels pre training. I look forward to receiving your decision in due course.

My travel arrangements are as follows:

1. Friday 13 July: SAA 7700: Jhbg to Sydney: 1810hrs
2. Saturday 14 July: Arrive Sydney @ 1400hrs; I would like to pick up on Geoff's advice to get a feel for the city and your help in booking accommodation would be appreciated. I am not a person for fancy hotels etc and modest accommodation with easy access via ground transport and access to the city will be fine.
3. Sunday 17th July: AN 625: Sydney to Canberra: 1600hrs
4. Sunday 17th July: Arrive Canberra @ 1650; From this point its all your call.
5. Saturday 28th July: AN 600: Canberra to Sydney: 0630hrs
6. Saturday 28th July: SAA 7701: Sydney to Jhbg: 0925hrs

I only need to be back by Monday 30 July so I could defer my departure till the Sunday if you feel that we should reserve the Saturday for a final wrap-up.

I would typically charge around USD 1200 to 1300 per day but as I will be partly in a learning/orientation mode for part of the time, USD 825 per day will work from my side. I don't charge for travel, weekends (even though we may be working) and prep time so the fee would be USD 8250 (10 working days) plus the airticket.

I am looking forward to the opportunity of working with you and Jane and trust that we will be able to forge a very strong professional alliance. With very best regards.

Ian

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Ian Dean
Chairman, Groman Consulting International
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Cellular: (+ 27 82)5530360
e-Mail: iandean@iafrica.com

Meet G

York

From: Lowther, Jane (LCTD, Limestone Ave)
Sent: Tuesday, 7 August 2001 6:24 AM
To: 'Ian Dean'
Cc: Marshall, Robert (LCTD); Redford, Margaret
Subject: RE: Visit to CSIRO: 20 Aug to 7 Sept

Hi Ian

thanks for your email and earlier faxes. I have never seen a hippo so the concept of four frolicking is amazing!

We are in the process of putting together the program with Chiefs at the moment. The timeframe is definately tight but I think we are making progress.

Our proposed program is as follows:

Week 1 20 - 24 August

Monday 20 - Tuesday 21 Developing the customer service program. Probable location Sydney. Grant will be in touch directly to discuss preparation for this with you. You and he can decide whether you need 1 or 2 days.

Wednesday 22 Preparation for "breakout" Program tentatively entitled "CSIRO Lookout". The likelihood is that this will be trialled with the Division of Entomology in Canberra. I would like to invite several HRMs and some of our people along as participants/observers since this is definately something that we will want to roll out to all other Divisions. I envisage that on Wednesday we can spend time preparing and briefing the "observers" on the process. Are you ok with this? I would also like to cofacilitate the process with you and will email later this week to further explore how you would typically run it and what preparation the Division needs to make beforehand.

Thursday 23 - Friday 24 CSIRO Lookout process Canberra Division of Entomolgy

Week 2 - 27 - 31 *July Aug*

Management and Leadership in R&D Program Location Sydney. We would like to "badge" this with People Development folders. If you bring or send a master copy of notes we can arrange to have it copied. I think this would be a great opportunity to have some of our people learn from you. Are you comfortable with them as observers or would you like them to be participants?

Week 3 3 - 7 August *Sept*

3 - 4 August Neil Phillips is keen for you to do some work with his top management team and the top 20 program leaders. This is a little different from what we had originally intended with Exploration and Mining but it is what he has asked for. Bob is in contact with Neil and will let you know more details about what he has in mind.

5 - 7 Customer Service programs? There are 3 days available. It would be useful to spend one day catching up with People Development to check how things have gone. Preferably the 5th since I will be on leave from the 7th. However, if you and Grant decide that you need the full 3 days to run more than one program we can accommodate that.

Hope this suits as an itinerary. As discussed it is still in draft as we are still lining up participants. I will be back in touch as we firm things up. I am looking forward to meeting up again and to working with you.

Warm regards

Jane Lowther
Manager Executive Development
CSIRO
Leadership, Career and Team Development Group
PO Box 225, Dickson, ACT 2600

/Fax: 03 9381 2364 (Melb)
Mobile: 0419 49 2329
Tel: 026 276 6121 (Canb)
Fax: 026 276 6022 (Canb)
Email: Jane.Lowther@lctd.csiro.au

-----Original Message-----

From: Ian Dean [mailto:iandean@iafrica.com]
Sent: Monday, August 06, 2001 7:13 AM
To: Jane Lowther (LCTD, Limestone Ave); Robert Marshall (LCTD)
Subject: Visit to CSIRO: 20 Aug to 7 Sept
Importance: Low

Dear Bob and Jane,

I trust that this email finds you in good health. The past week has been hectic and I'm sure that you have also had your fair share of pressure to deal with.

Getting my diary sorted out for the next visit to CSIRO has been a real mind bender but I'm now all set except for the flights which are proving to be a major obstacle. The flights into Sydney are chokka from 16 thru 22 Aug and I have now requested the travel agent to try and route Izelle and I thru Perth to arrive on the 18 Aug. I should have some indication of how things stand by close of business tomorrow and will confirm asap - hopefully by am Tuesday your time.

I trust that you received my handwritten piece on the 2 day 'Work Out' style process that I faxed to you last Wednesday. Please let me know if you require any additional info in this regard. I will bring whatever supporting materials are necessary to facilitate this process with you.

I will start to put the 5 day programme together later this week and will have a master copy ready by the time I arrive. Will we be using an LCTD binder or should I provide a suitable cover?

Subject to your final approval, my understanding of the intinary at the moment is as follows:

1. Week 1: 20 -24 Aug

* Meet with Customer Service team to finalise the programme for delivery in week 3. I can'y imagine us requiring much more than a day to complete this part but you will be in a better position to make a decision in this regard. In the event of my arriving via Perth, it may make sense to visit the local operations for a day or 2 before connecting for Sydney. However, if this is not convenient, I can connect thru on the Sunday.

2. Week 2: 27 - 31 Aug

* Deliver 5 day programme.

3. Week 3: 3 - 7 Sept

* Facilitate the 2 day Mobilizing for Change workshop and assist where possible with the Customer Service pilot programme. The timing may be a bit tight for the delegates but I could possibly even facilitate the 2 day Mobilizing for Change workshop in Perth should this be the selected venue for Neil's people.

Irrespective, my time is in your hands.

With very best regards.

Ian

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Ian Dean

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Assignment 2**Support implementation of L&D framework (February to July 2002)****Peter O'Keefe
Director People Development**

The attached Evaluation Report – Engagement of Consultant refers to contractual aspects of the assignment including tasks, deliverables, expenditure and time frame.

EVALUATION REPORT - ENGAGEMENT OF CONSULTANT

Division / Unit Appointing Consultant

Corporate People Development

Reasons for Contracting-Out Service

Learning and Development was identified as a critical component of the new CSIRO Strategic Plans and Change Agenda. The initial audit carried out by Groman consulting identified a number of critical gaps in CSIRO's learning and development strategy and program offerings. These needed to be remedied quickly and cost effectively to provide support for the early stages of the SAP implementation.

With this objective CSIRO did not have

- individuals with the necessary skills and experience, in L&D program redesign and delivery to support this type of change agenda.
- Proven and tested L&D programs ready for immediate deployment within CSIRO.
- Staff with the capability to guide the redevelopment of the Learning and Development function matched to the SAP.

Requirement of Consultant

Task Required

- Advise CSIRO on how to redesign and deliver L&D to reduce costs and achieve alignment with the SAP.
- Assist in the planning and design of a new approach to L&D in CSIRO
- Deliver new priority training programs in short timeframes.
- Transfer training delivery capability from the consultant to CSIRO L&D professionals to provide low cost ongoing training.
- Assist in the recruitment of the L&D Manager for CSIRO to ensure that the successful candidate has the capability to implement and deliver the new L&D program.

Evaluation Criteria

- Extensive knowledge of global L&D practices in R&D environments
- Proven ability to develop L&D programs and strategies for R&D organisations like CSIRO
- Range of proven programs aimed at redirecting the organisations capabilities
- Able to deliver the required results in the prescribed timeframe.

Procurement Method

CSIRO operates throughout Australia and with the leading providers of L&D services in Australia. CSIRO is also represented at forums such as the Australian Human Resource Institute and the Australian Institute of Training and Development. CSIRO is also a founding member of the Australian R&D Science Network where HR Directors of public sector R&D organisations share their experiences in areas such as learning and development. As a result of these connections CSIRO's awareness of the available consultants in the Australian marketplace is high. CSIRO also has a strong global network of HR Directors from like R&D organisations and is a member of the International Research Institute. This provides CSIRO with excellent intelligence on international consultants with capacity in this area.

As a result standard quotations / tenders were not sought because:

- The nature of the work was time critical.
- Extreme limitations on suitable skilled and experienced providers. A full tender process for L&D providers in 1999 failed to produce any providers with the level of skills and experience to carry out this level of task. This view was reinforced by CSIRO's own knowledge of the marketplace for these type of consultants in Australia over the ensuing period of time. CSIRO's research of international consultants had identified only two consultants with this type of experience; Stargate Consulting, Canada and Groman Consulting, South Africa. Assessment meetings with Stargate Consulting (1999) indicated that they did not have the necessary organisational expertise to carry out assignments of this nature.
- Assessment of the total costs for engaging Groman Consulting, inclusive of travel costs was comparable to locally recruited consultants.

Length of Contract / Period of Contract

Six months (February 2002 until July 2002)

Total Proposed Expenditure

\$121,000

Name of Selected Consultant

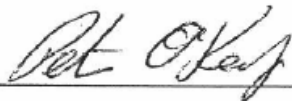
Groman Consulting

Reasons for Selection

- Groman Consulting has extensive experience in conducting L&D reviews and programs in R&D environments (US, UK, India, South Africa). Direct knowledge of international L&D models required to support the SAP. Groman offered a range of training programs (Leadership in R&D, Service through Science and Service Excellence) free of copyright and provided course and trainer materials inclusive in the one daily rate. This provided CSIRO with value for money beyond that offered by other consultants. Groman Consulting had done an excellent job in the identification and specification stages of this work and was the logical choice for implementation

In addition, Groman Consulting has had extensive experience in managing change within a R&D context and this experience was seen as being invaluable in shaping the change requirements of the organisation

Approval by Delegate: _____



Date: 18 / 11 / 02

Assignment 3

Support implementation of change management for Forestry and Forest Products (June 2002 – November 2002)

**Paul Cotterill
Chief, Forestry and Forest Products**

1. Evaluation Proposal referring to contractual aspects of the assignment including tasks, rate, deliverables and time frame.
2. Contract

Proposal for Change and Renewal Process

**CSIRO Division of Forestry and Forest
Products**

Prepared for: Dr P Cotteril
Divisional Chief

Prepared by: Ian Dean
Groman Consulting International Ltd

Date: 23 April 2002

JD

1. Introduction

This proposal has been formulated and is being submitted at the request of Dr Paul Cotteril, Divisional Chief, CSIRO Forestry and Forest Products Division.

During a meeting with Paul on Monday 9 April, the following assignment information was provided:

- 1.1 The Division has a thorough understanding of the market and environment within which it operates. This includes well-developed and long-standing relationships with primary stakeholders and clients.
- 1.2 The Division has been very stable over many years. Staff are loyal and very committed to the Division, the generation of high quality scientific outputs and servicing stakeholder/customer needs.
- 1.3 External pressures for change and renewal have been generated by the introduction of CSIRO's new Strategic Action Plan (SAP) during 2001, higher stakeholder expectations and consolidations taking place between major players in the global Forestry Industry.
- 1.4 Internal indicators signalling the need for a change intervention include a narrowing base of scientific excellence, the lack of growth in external sales/revenue, a declining level of innovation and the need to re-energise and empower staff.
- 1.5 An expectation that the Division's history and heritage should be preserved but not allowed to hinder or impede actions that will be required to ensure future viability and sustainability. With regard to the latter, Paul's explicitly desired approach is to grow the Division in a way that (1) is challenging, exciting and rewarding to staff, (2) significantly improves the impact on stakeholders and customers and (3) avoids - unless forced as a course of last resort - a strategy of shrinking the Division into some form of 'profitability.'
- 1.6 Any change initiatives envisaged for the Division must be (1) aligned and convergent with the 'One CSIRO' approach, (2) holistic in design, (3) properly prioritised and phased over the short, medium and long term, (4) consistent with the new business strategy currently under development and (5) thorough, especially as it pertains to addressing people issues.
- 1.7 The Division employs just on 200 staff operating at 3 major sites. A new structure is under review by the Management Team.

2. Models and approach to organization change and renewal

As part of responding to the aforementioned, I believe that it is important for the Divisional Management Team and myself to develop a shared understanding of an appropriate model and approach to change irrespective of the specific initiatives/interventions that are implemented.

I have accordingly set out in the paragraphs that follow, the models, research and experiences that I believe are most relevant for FFP in its current context. There is no implied assumption that these models, research and experiences constitute the one and only 'right' way.

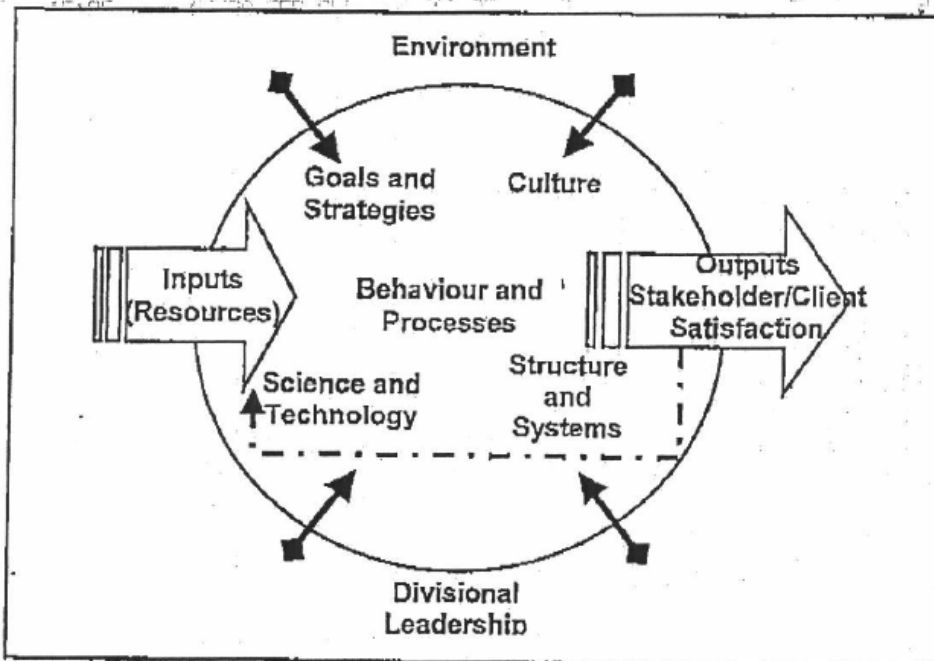
The important issue is that the key role players surface and share the thinking that informs our actions and in so doing remain open to feedback and new

possibilities. It is in this spirit that the following has been included in this proposal and it will at least clarify where I'm coming from with the actions proposed in paragraph 3.

2.1 Holistic Systems Approach to Change:

I strongly recommend that we agree and adopt a systems approach to the planned change initiatives. How we choose to define the system, its sub-systems and its elements is one thing. The key is for us to be on the same 'music sheet.' (See Heifetz 1993, Kotter 1996, Galpin 1996, Harari 1997 and Senji 1999). Diagram no 1 below sets out my view of FFP as an Open System.

Diagram No 1: Forestry and Forest Products as an Open System



There are many implications the most important one of which is that we work with bi-focal lenses as we plan the way forward.

2.2 Data: (We trust in the "Gods" – but for everything else, bring the data)

I for one and I have absolutely no doubt the Divisional Management Team as well have no desire or inclination to chase all the change possibilities, generate interventions that cover every contingency and suffer the illusion that high activity is a good indicator of progress.

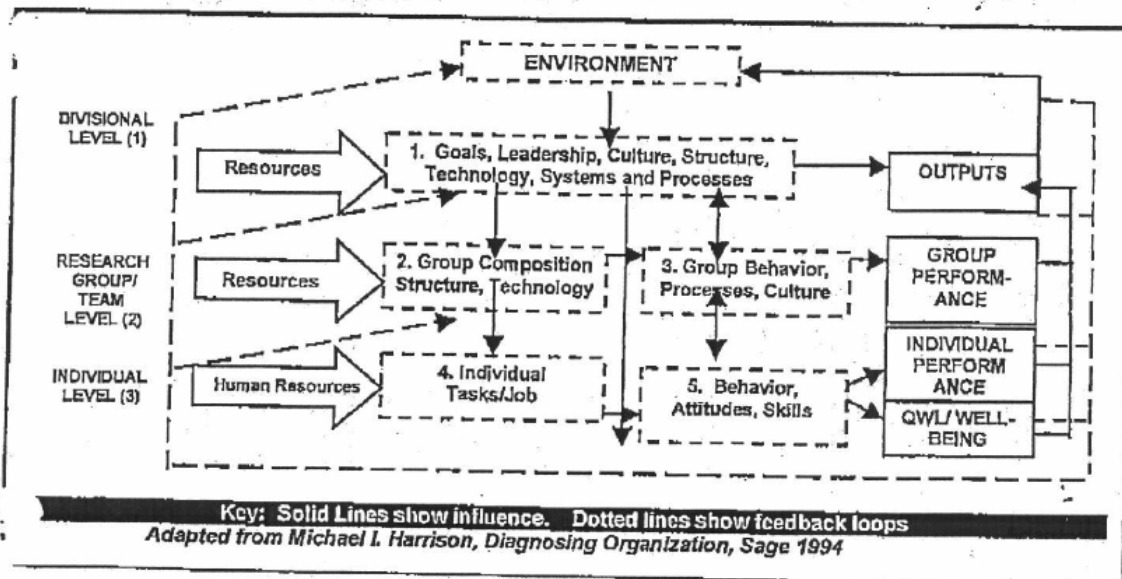
We need to be clear on the problems we want to solve, the opportunities we want to leverage and must consequently focus and prioritise. Good data and sound judgement will enable this process. The team should also agree on a set of metrics that can be used to monitor and evaluate progress.

2.3 Behaviour change:

There is overwhelming research evidence on organisational change processes clearly showing that whilst changes to systems, procedures and processes may be desirable and necessary, the ultimate measure of success is the degree to which staff start to think and behave differently. The simple wisdom is that new and different results call for new and different behaviour.

Although a bit busy, diagram no2 below provides a useful map of where we should be looking for the behaviour change and the structures that influence behaviour (the levers).

Diagram No 2: Model for Diagnosing Individual and Group Behaviour



The point that needs stressing is that FFP's Management Team sets the pace for business, creates the culture for performance and not only has to set the change agenda but has to consistently and coherently model the behaviour and outcomes expected throughout the Division. This is going to add pressure to the team and individual team members.

2.4 Positioning of the change process:

If FFP staff are in any way like their colleagues in other Division's, then they will in all likelihood be somewhat saturated if not cynical with all the talk of change that has circulated over the past number of years.

I would strongly urge that no major fanfare is made of any impending change processes and that the management team just quietly gets on with the job. I would also recommend that where at all possible, any reference to 'change' is

avoided and that where appropriate communication focuses on the ends more than the means. We want to significantly improve scientific output/impact, build incredible customer and stakeholder loyalty, grow external earnings, forge alliance partnerships and enable and empower the total FFP staff complement to the maximum. In short, it's about individual and organisation performance improvement with change only being a means to this end.

3. Proposed actions

3.1 Planning and calibration meeting

A day (although it is possible that we will not need all the time) should be scheduled for us (Paul, the Management Team and I) to meet to agree performance improvement priorities, metrics and proposed actions including an internal communication plan.

Although I have set out below the actions I anticipate will be necessary to mobilize the process, they would form part of what should be reviewed during the aforementioned meeting and may as a consequence be modified/changed.

I would request that this meeting is held as soon as possible and preferably shortly after my arrival on Monday 27th May. Paul, the very least is that you and I should meet if the Management Team cannot be assembled at that time.

There may be a requirement for me to do some planning/preparation as a consequence of this meeting to focus on actions not detailed below.

3.2 Profiling the Management Team

It will be valuable for me and the planned process to attend as many meetings/events where the Management Team collectively and individually are in working mode to gather hard performance data. This would include meeting with each team member for a couple of hours in their work environment. This data will provide the benchmarks for actions to improve individual and team leadership performance.

Dates should be confirmed as soon as possible so that I can get them into my diary. Again, the sooner this can be arranged the better.

3.3 Building the team that will lead the process

We need to build a critical mass of leaders (the management team and others) who will form a 'guiding coalition' to facilitate and enable the performance improvement process. Apart from the Management Team members, I would anticipate the need for another 12 to 15 high potential leaders from within FFP.

First prize will be to assemble this group for a 5-day residential workshop to focus on the 'change' agenda, to renew and build leadership capability, to strengthen teamwork and in essence, mobilize the 'change agents.'

Second prize would be a 4-day process with this team and anything less would be a serious compromise. Yet again, the sooner this is scheduled the

FFP Renewal Process Summary

Ian Dean, Groman Consulting International Ltd

1. Background

The Division has asked Ian Dean to work with us on the renewal process during and after the restructuring we are going through. Ian did a lot of work in CSIR with Geoff Garrett. Ian has been working with CSIRO at a corporate level and with some Divisions.

The background to the Division given by Paul to Ian is:

- 1.1 The Division has a thorough understanding of the market and environment within which it operates. This includes well-developed and long-standing relationships with primary stakeholders and clients.
- 1.2 The Division has been very stable over many years. Staff are loyal and very committed to the Division, the generation of high quality scientific outputs and servicing stakeholder/customer needs.
- 1.3 External pressures for change and renewal have been generated by the introduction of CSIRO's new Strategic Action Plan (SAP) during 2001, higher stakeholder expectations and consolidations taking place between major players in the global Forest Industry.
- 1.4 Internal indicators signalling the need for a change intervention include a narrowing base of scientific excellence, the lack of growth in external sales/revenue, a declining level of innovation and the need to re-energise and empower staff.
- 1.5 An expectation that the Division's history and heritage should be preserved but not allowed to hinder or impede actions that will be required to ensure future viability and sustainability. Paul wants to grow the Division in a way that (1) is challenging, exciting and rewarding to staff, (2) significantly improves the impact on stakeholders and customers and (3) avoids - unless forced as a course of last resort - a strategy of shrinking the Division into some form of 'profitability.'
- 1.6 Any change initiatives envisaged for the Division must be (1) aligned and convergent with the 'One CSIRO' approach, (2) holistic in design, (3) properly prioritised and phased over the short, medium and long term, (4) consistent with the new business strategy currently under development and (5) thorough, especially as it pertains to addressing people issues.
- 1.7 The Division employs just on 230 staff operating at 5 major sites.

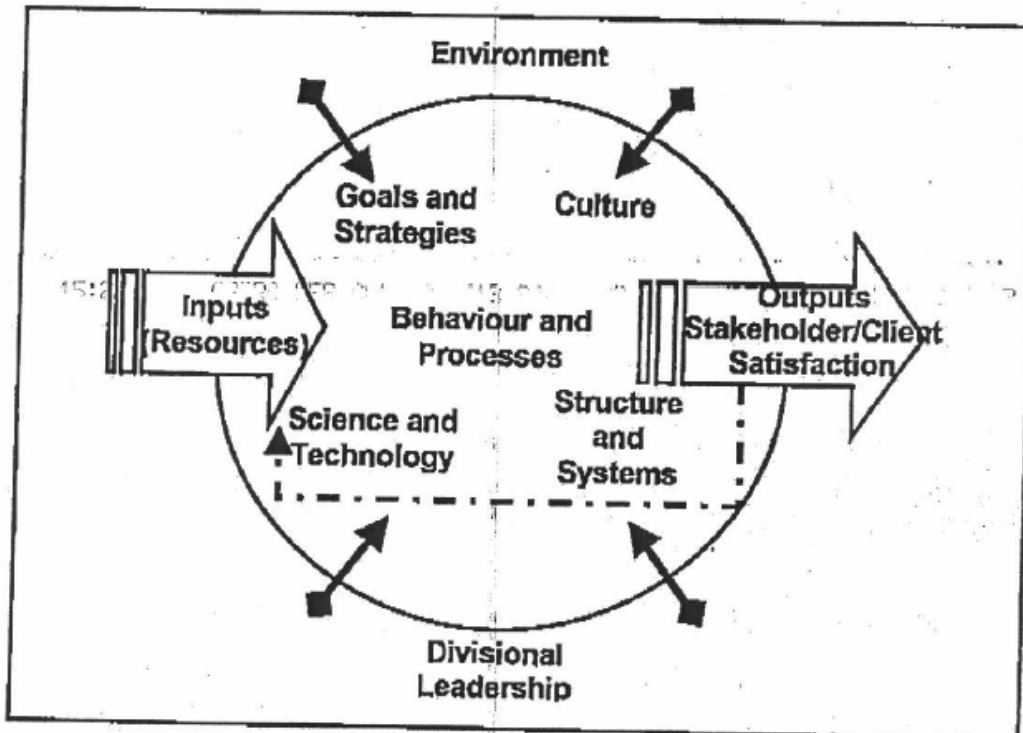
In addition to this information, we have provided Ian with the Strategic Business Plan and the new 'Stage 1' structure of the Division.

2. Models and approach to organisation renewal

As part of responding to the aforementioned, Ian believes that it is important for he and the Lead Team to develop a shared understanding of an appropriate model and approach to change irrespective of the specific initiatives/interventions that are implemented.

Ian sees FFP as an 'open system' and believes that we should gather good data on our current performance and establish good metrics to measure our future performance.

Diagram No 1: Forestry and Forest Products as an Open System



He also believes that we need to measure our success by how we behave in the future and not by new systems, processes and procedures.

3. Proposed actions

The first stage of how we do this is:

- | | |
|--|---------------------|
| • A planning and calibration meeting | 31/5/02 |
| • Profiling the Lead Team and the Division | 31/5/02-7/06/02 |
| • Building the team that will lead the process | 10/6/02 – mid-July |
| • Empowering broad based action (all staff) | mid July - end July |
| • Follow-up & Stage 2 planning | early September |

4. Cost

Ian's costs are:

- US\$750/day
- A\$200/day subsistence (hotels, meals, etc.)
- Incidental flights and travelling

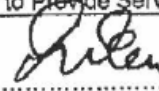
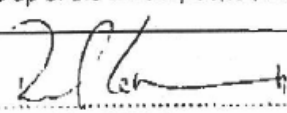
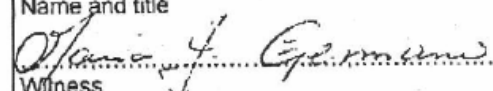
Draft Program for Stage 1 of Ian Dean Consultancy ("FFP Renewal")

Date	Place	Time	Who	What
31/5/02	Yarralumla	8.30-11.00	Paul, Maria and David	Initial discussions
31/5/02	Yarralumla	3.00-5.00	Available Lead Team	Planning meeting with Lead Team
4/6/02	Yarralumla	10.00-12.00, 2.00-5.00	Available Lead Team	Planning meeting with Lead Team
5/6/02 - 7/6/02	Yarralumla Clayton and Hobart	All day	Staff and Lead Team	One on one meetings with staff and Lead Team
Start July (TBA)	TBA	All day	Lead Team and cross section of opinion shapers	5 Day residential meeting
July (TBA)	TBA		All staff in mixed focus groups	8 x 3 day processes

Agreement To Provide Services to CSIRO

This is an Agreement between CSIRO and the Contractor, which records the terms on which the Contractor has agreed to carry out services for CSIRO.

Details		
CSIRO	Commonwealth Scientific and Industrial Research Organisation, of Limestone Avenue, Campbell in the Australian Capital Territory, through the Division (ABN 41 687 119 230)	
Division	CSIRO Forestry and Forest Products of Bag 10, Clayton South, Victoria 3169, Australia Contact Maria Germano Telephone + 61 3 9545 2217 Facsimile + 61 3 9545 2223 e-mail Maria.Germano@csiro.au	
Contractor	Ian Dean of Address Contact Ian Dean Telephone 0415 520 082 Facsimile e-mail Ian.Dean@csiro.au	
	Name	Role
	Ian Dean	Consultant
		Groman Consulting SA
Contractor Material	See attached schedule and proposal	
CSIRO Material	Including, but not limited to, information and materials related to the operations of CSIRO Forestry and Forest Products and CSIRO practices	
Services	As outlined in the Schedule.	
Deliverables	Description	Due Dates for delivery
	Assistance in the Areas of Work identified in the Schedule.	Ongoing as required during the Term.
Term	Start Date for Services	June 2002
	End Date for Services	December 2002
Fees	US\$750 per day plus AU\$200 per day plus use of vehicle as required	
Insurance	Workers compensation insurance Public liability insurance of at least AU\$1,000,000 per claim	
Governing Law	Victoria, Australia	

Date: 21 st June 2002	
This Agreement to Provide Services to CSIRO is made up of the Details, Schedule and Terms for Agreement to Provide Services.	
 Signed for Contractor IAN DEAN Name and title	 Signed for CSIRO Ian Cottrell Chief Name and title
Witness Date: 28 June 2002	 Witness Date: 28/6/2002

CSIRO Use Only
 FFP 02/170
 Filename: FFP02170.GermanoDean

Schedule

Timeframe:

- June 2002 to December 2002 (the "Period")
- The Division reserves the right to 100 days over this Period for the services of Ian Dean, of which the Division commits to utilising 40 days.

Areas of Work:

1. Change Management Process:
 - formulate and obtain agreement on change management plans
 - guide the decision making process around the plans
 - support and facilitate implementation. This includes individual and team coaching
 - model the lead behaviour
2. Staff Communication
 - support the Lead Team with formulation and dissemination of critical communication for staff of the Division
3. Divisional Performance Improvement
 - assist with functional coaching
 - providing assistance with streamlining of procedures and operational practices



CSIRO – Terms for Agreement to Provide Services

1. MEANING OF WORDS

1.1 In this Agreement:

'Confidential Information' of a party:

- (a) means all information of whatever description, whether in permanently recorded form or not and whether or not belonging to a third party, which is by its nature confidential or which the party identifies as confidential to itself;
- (b) in the case of CSIRO includes information:
 - (i) in the CSIRO Material and
 - (ii) in the Deliverables;
- (c) in the case of the Contractor includes information in the Contractor Material;
- (d) does not include information to the extent that information is:
 - (i) independently created or rightfully known by, or in the possession or control of, the other Party and not subject to an obligation of confidentiality on the other Party;
 - (ii) in the public domain (otherwise than as a result of a breach of this Agreement); or
 - (iii) required to be disclosed by law.

'Contractor Material' means the material described in the Details and any other material provided by the Contractor for the Services and identified at the time it is provided as Contractor Material.

'CSIRO Material' means the material described in the Details and any other material provided by the CSIRO to the Contractor to enable the Services to be carried out and identified at the time it is provided as CSIRO Material.

'Deliverables' means all items that the Contractor brings into existence as part of, or for performing the Services including each of the deliverables referred to in the Details.

'Details' means the details to which these terms are attached.

'Fees' are described in the Details.

'Intellectual Property Rights' or 'IPR' means all intellectual property rights, including but not limited to the following rights:

- (a) patents, copyright, rights in circuit layouts, registered designs, trade marks, and any right to have confidential information kept confidential; and
- (b) any application or right to apply for registration of any of the rights referred to in paragraph (a).

'Personnel' of a party:

- (a) means officers, employees, agents and contractors of a party; and
- (b) in the case of the Contractor includes Key Personnel

1.2 Each other word starting with a capital letter has the meaning given to it in the Details.

2. Engagement and Fees

2.1 CSIRO engages the Contractor to provide the Services from the Start Date until the later of:

- (a) the date on which the Contractor has performed all of the Services including delivering all of the Deliverables; and
- (b) End Date for Services specified in the Details.

2.2 CSIRO must:

- (a) provide the Contractor with all information, accommodation and facilities the Contractor reasonably requires, including the CSIRO Material, to provide the Services;
- (b) pay the Contractor's Fees within 30 days after receiving valid invoices; and
- (c) pay the Contractor's out of pocket expenses but only if those expenses have first been approved by CSIRO.

3. Contractor's Principal Obligations

The Contractor must:

- (a) ensure that the Contractor and its Personnel are suitably qualified and have sufficient expertise to provide the Services;
- (b) to the extent permitted by law, ensure that its Personnel have provided comprehensive consent as contemplated by section 195AWA(4) of the Copyright Act 1968 for any acts or omissions that might otherwise infringe the moral rights of those Personnel in relation to any Deliverables;
- (c) provide the Services (including delivering the Deliverables):
 - (i) by the Due Dates;
 - (ii) efficiently, with due care and skill and to the best of its knowledge and expertise;
 - (iii) in accordance with CSIRO's policy and procedures and all reasonable directions CSIRO may give from time to time;
 - (iv) in compliance with all applicable laws and regulations;
 - (v) without:
 - (A) breaching any obligation to any other person; or
 - (B) infringing any IPR of any other person; and
- (d) provide any reports about the Services that CSIRO reasonably requests from time to time; and
- (e) not have, or after the date of this Agreement accept, any obligations to any person that will or may interfere with the Contractor's ability to provide the Services in accordance with this Agreement.

4. Key Personnel

4.1 The Contractor must:

- (a) ensure that each Key Person is actively involved in providing the Services and performs his or her specified role;
- (b) ensure that each Key Person is aware of and complies with the Contractor's obligations in providing the Services;
- (c) notify the CSIRO Contact Person promptly of a 'Replacement Key Person' (and their credentials) if:
 - (i) any Key Person becomes unable or unwilling to comply with the requirements of paragraph (a); or
 - (ii) requested by the CSIRO Contact Person because CSIRO is not satisfied with the performance or availability of a Key Person.

4.2 The CSIRO Contact Person must within 14 days after receiving notice under clause 4.1(c), either:

- (a) accept the Replacement Key Person, which case the Contractor must replace the Key Person with that Replacement Key Person; or
- (b) on reasonable grounds, reject the Replacement Key Person. If this happens:
 - (i) the Contractor must select and notify the CSIRO Contact Person of an alternative person within 7 days after notice of the rejection; and
 - (ii) if the parties cannot agree on a suitable Replacement Key Person within 30 days after the CSIRO Contact Person receives notice under clause 4.1(c), CSIRO may immediately terminate this Agreement.

5. Personnel

The Contractor must:

- (a) ensure that any of its Personnel who attend CSIRO's premises, comply with all CSIRO's staff and security practices while attending those premises;
- (b) comply with all obligations to pay tax instalment deductions, fringe benefits tax, superannuation guarantee levy, training guarantee levy, payroll tax and any other taxes or levies imposed on an employer which apply to the Contractor or its Personnel in relation to this Agreement;
- (c) comply with all requirements imposed on an employer to keep records, lodge returns and provide information in relation to the obligations referred to in paragraph (b); and

CSIRO – Terms for Agreement to Provide Services

- (d) on request, provide to the CSIRO proof that the Contractor has complied with these obligations.
- 6. Material**
- 6.1 Each party:**
- (a) retains ownership of its Material;
 - (b) grants the other party a non exclusive royalty free right to use its Material to the extent necessary to enable the Services to be provided.
- 6.2 The Contractor:**
- (a) is responsible for the CSIRO Material (including any loss or damage to it) for as long as the CSIRO Material is in the possession or control of the Contractor; and must promptly return the CSIRO Material as soon as:
 - (i) the Services for which the CSIRO Material was being used have been completed; or
 - (ii) this Agreement ends.
- 7. Deliverables and IPR**
- The Contractor:**
- (a) assigns to CSIRO:
 - (i) the Deliverables; and
 - (ii) all IPR created by or for the Contractor in providing the Services, including IPR in the Deliverables; and
 - (b) acknowledges that all future IPR referred to in paragraph (a) vest in CSIRO from the date of their creation.
- 8. Confidential Information**
- 8.1 Each party ('Recipient') must in relation to the Confidential Information of the other party ('Discloser'):**
- (a) keep it confidential;
 - (b) use it only for the purpose of providing or using the Services ('Permitted Use');
 - (c) only disclosed it to 'Authorized People' for the Permitted Use;
 - (d) not copy it or any part of it that is in material form other than as strictly necessary and mark any such copy 'Confidential - (Discloser)'; and
 - (e) promptly comply with any request by the Discloser to return or destroy any or all copies of Confidential Information.
- 8.2 An 'Authorized Person' means**
- (a) those of the Recipient's employees:
 - (i) who have a need to know (and only to the extent that each such employee has a need to know) for the purpose of carrying out the Services; and
 - (ii) who have first been directed and have undertaken orally or in writing to keep it confidential and to use it only as permitted under this Agreement ('Undertaking');
 - (b) other people such as contractors, agents and visitors:
 - (i) who have a need to know (and only to the extent that each such person has a need to know) for the purpose of carrying out the Services; and
 - (ii) who have agreed in writing to keep it confidential in accordance with this Agreement (also an 'Undertaking');
- 8.3 The Recipient must enforce each Undertaking.**
- 8.4 The Recipient must:**
- (a) Immediately notify the Discloser if the Recipient:
 - (i) suspects or becomes aware of any unauthorised copying, use or disclosure in any form; or
 - (ii) is required by law to disclose any Confidential Information;
 - (b) comply with any reasonable direction regarding a suspected or actual breach; and
 - (c) not alter, modify, tamper with or reverse engineer any part of the Confidential Information that is software or attempt to do so.
- 8.5 On termination of this Agreement, or earlier on reasonable request by the Discloser, the Recipient must promptly return to the Discloser or destroy any or all copies of Confidential Information, in which case any right to use, copy and disclose that Confidential Information ceases.**
- 9. Liability**
- 9.1 The Contractor must take out and maintain valid and enforceable insurance policies as specified in the Details.**
- 9.2 Those insurance policies must:**
- (a) name CSIRO and its officers, employees and agents as additional insured persons;
 - (b) contain clauses providing that each of the insured and additional insured has a separate insurable interest; and
 - (c) be primary and without any right of contribution by CSIRO.
- 9.3 The Contractor must provide CSIRO with certificates from the Contractor's Insurers certifying that it has insurance as required by this clause:**
- (a) within 14 days after the date of this Agreement; and
 - (b) annually on request by CSIRO.
- 9.4 The Contractor indemnifies and must defend CSIRO, and its Personnel against all liabilities, expenses, losses, damages and costs (including legal costs on a full indemnity basis and whether incurred by or awarded against a party) ('Damages') that CSIRO or its Personnel may sustain or incur as a result, whether directly or indirectly, of a claim or proceedings:**
- (a) alleging that in performing the Services the Contractor has infringed, or that any part of a Deliverable or its use infringes the IPR of any person ('IPR Infringement Claim'); or
 - (b) arising from any negligent or unlawful act or omission of the Contractor or any of its Personnel in connection with providing the Services or otherwise under this Agreement.
- 9.5 If there is an IPR Infringement Claim:**
- (a) the CSIRO Contact Person must:
 - (i) notify the Contractor in writing as soon as practicable of the IPR Infringement Claim; and
 - (ii) provide all information and assistance reasonably required by the Contractor in relation to the IPR Infringement Claim; and
 - (b) the Contractor must, at its option:
 - (i) modify the Deliverable so that the possession or use of it ceases to infringe those rights (while still complying with the requirements of this Agreement); or
 - (ii) procure promptly for CSIRO the right to possess and use the Deliverable free of any IPR Infringement Claim.
- 9.6 If the Contractor fails to comply with clause 9.5(b) within 60 days after the CSIRO Contact Person notifies the Contractor of an IPR Infringement Claim, the Contractor must comply with any reasonable settlement of that IPR Infringement Claim negotiated by CSIRO after that date.**
- 10. Dispute Resolution**
- 10.1 A party must not start arbitration or court proceedings (except proceedings seeking interlocutory relief) about a dispute arising out of this Agreement ('Dispute') unless it has complied with this clause.**
- 10.2 A party claiming that a Dispute has arisen must notify the other party to the Dispute giving details of the Dispute ('Notification').**
- 10.3 On receipt of a Notification each party must negotiate in good faith to resolve the Dispute and, if necessary to resolve the Dispute, involve the Chief Executive Officers or other senior officers of the parties directly in those negotiations.**

CSIRO – Terms for Agreement to Provide Services

- 10.4 If the Dispute involves technical matters and has not been resolved by negotiations under clause 10.3 within a reasonable time, the parties will refer the Dispute for determination by an independent expert agreed by the parties in the technical field the subject of the Dispute.
- 10.5 If the Dispute is not resolved under clause 10.3 or 10.4 within 30 days after the Notification (or longer period agreed between the parties), the parties must refer the Dispute for mediation by the Australian Commercial Dispute Centre Limited (ACDC) for resolution in accordance with the Conciliation Rules of ACDC.
- 10.6 If the Dispute is not resolved under clause 10.5 within 60 days after referral to ACDC (or longer period agreed between the parties) either party may initiate proceedings in a court.
11. **Use of Names and Publication**
- The Contractor must obtain written consent from CSIRO before it:
- uses the names Commonwealth Scientific and Industrial Research Organisation or CSIRO or any trademark or logo of CSIRO; or
 - makes a public statement about this Agreement.
12. **Termination**
- 12.1 This Agreement will end at the end of the Term unless CSIRO ends it earlier:
- at any time by giving the Contractor 30 days written notice;
 - in accordance with clause 4.2 (Key Personnel);
 - immediately by giving notice to the Contractor if:
 - the Contractor commits a breach of any other provision of this Agreement which is capable of remedy and fails to remedy the breach within 14 days after receiving notice requiring it to do so;
 - the Contractor commits a breach of any other provision of this Agreement which is not capable of remedy; or
 - if any event referred to in clause 12.2 happens to the Contractor.
- 12.2 The Contractor must notify CSIRO immediately if:
- the Contractor disposes of the whole or any part of its assets, operations or business other than in the normal course of business;
 - any step is taken to enter into any arrangement between the Contractor and its creditors;
 - the Contractor ceases to be able to pay its debts as they become due;
 - the Contractor ceases to carry on business;
 - any step is taken by a mortgagee to enter into possession or dispose of the whole or any part of the Contractor's assets or business; or
 - any step is taken to appoint a receiver, a receiver and manager, a trustee in bankruptcy, a liquidator, a provisional liquidator or other like person of the whole or any part of the Contractor's assets or business.
13. **After Termination**
- After termination or expiration of this Agreement:
- unless CSIRO has ended the Agreement as a result of breach by the Contractor, CSIRO must pay the Contractor for work done and expenses incurred up to the end of the Agreement but the Contractor is not entitled to any compensation for early termination;
 - each party (first party) must return to the other party any Material of the other party in the first party's possession;
 - accrued rights or remedies of either party are not affected;
 - the Contractor must:
 - promptly deliver all Deliverables that have been created by or for the Contractor but not previously delivered to CSIRO;
 - stop providing the Services and minimise its loss; and
- (e) clauses 8 (Confidential Information), 9 (Liability) and 10 (Dispute Resolution) continue.
14. **Notices**
- 14.1 A party notifying or giving notice under this Agreement must give notice in writing, addressed to the Contact Person specified in the Details, and left at or sent by prepaid post or by fax to that person.
- 14.2 A notice given in accordance with clause 14 is received on the date of delivery (if left at the recipient's address), 5 days after the date of posting (if sent by prepaid post), or when the sender's facsimile system generates a message confirming successful transmission of the total number of pages of the notice (if sent by fax), as the case may be.
15. **General**
- 15.1 **Relationship:** Nothing in this Agreement or any circumstances associated with it or its performance give rise to any relationship of partnership or employer and employee between CSIRO and the Contractor or between CSIRO and any personnel of the Contractor.
- 15.2 **Authority:** The Contractor must not incur any liabilities in CSIRO's name or on its behalf, or pledge its credit except in the normal course of providing the Services and only in accordance with CSIRO internal procedures and approving authorities.
- 15.3 **Subcontracting and Assignment:** The Contractor must not subcontract any part of the Services, assign or attempt to assign or otherwise transfer any right or obligation arising out of this Agreement, without the written consent of the CSIRO Contact Person.
- 15.4 **Severance:** If part or all of any clause of this Agreement is illegal or unenforceable:
- it will be severed from this Agreement and will not affect the continued operation of the remaining provisions of this Agreement; and
 - the parties will attempt to replace that severed part with a legally acceptable alternative clause that meets the parties' commercial objectives.
- 15.5 **Waiver:** The failure of a party at any time to insist on performance by the other party of any obligation under this Agreement is not a waiver of its right:
- to insist on providing of, or to claim damages for breach of, that obligation unless that party acknowledges in writing that the failure is a waiver; and
 - at any other time insist on performance of that or any other obligation of the other party under this Agreement.
- 15.6 **General:** This Agreement including any attachments:
- constitutes the entire agreement between the parties as to its subject matter;
 - in relation to that subject matter, supersedes any prior understanding or between the parties;
 - is governed by the Governing Law; and
 - may only be amended in writing signed by both parties.

Assignment 4**Executive coaching / Divisional leadership review (February to June 2003)****Shaun Coffey
Chief, Livestock Industries**

The attached Assignment Brief refers to contractual aspects of the assignment including tasks, deliverables and time frame.

CLI ASSIGNMENT BRIEF FOR IAN DEAN

1. Needs as expressed by Divisional Chief
 - 1.1 Leadership
 - a. Assist senior leaders to renew staff commitment to the Division's vision and strategy;
 - b. Help senior manager's improve their communication and overall impact as leaders;
 - c. Address and endeavour to resolve the dilemma surrounding perceptions about the Chief's 'visibility' in the Division, that is, too much versus too little and what the balance should be;
 - 1.2 Divisional Executive and Divisional Management Committee
 - a. Review the functioning and effectiveness of these groupings to identify opportunities for improvement. As appropriate, coach and guide individual team members and the teams as a whole to implement the actions for improvement.
2. Factors that have a bearing on the perceived needs
 - 2.1 The Programme Leaders have recently requested that the structure and functioning of the DMC and DE be reviewed;
 - 2.2 An allied request has been for re-clarification of ' how the Division works;'
 - 2.3 Seen holistically, ratings on the impact of Divisional leadership as recorded in the latest Insight Survey, are lower than the previous year;
 - 2.4 Although CLI has done well since the merger some 20 months ago, there are still varying degrees of geographic, scientific and financial parochialism that is having a negative impact on performance. Opportunities for better integration between functions and sites and building 1-CSIRO are being lost;
 - 2.5 There are perceptions that the senior team does not consistently act and behave in a unified manner;
 - 2.6 The Division's culture is still regarded as being fairly closed, conservative and insular;
 - 2.7 CLI is currently marginally behind budget for the year but future prospects are positive;
 - 2.8 There have been major staff changes over the past 12 months.
3. Assignment Deliverables and Timing
 - 3.1 Feedback and report on DE and DMC based on observation and assessment of functioning and effectiveness. Feedback to include recommendations for performance improvement. Mid May;
 - 3.2 Assessment and individual report for each senior manager on current leadership competence profile, style and impact with

- recommendations for high leverage improvement where such opportunities exist. Early June;
- 3.3 Based on the aforementioned, provide (1) coaching feedback to each manager regarding development needs and actions and (2) facilitation for a teamwork development workshop (senior management breakaway). Start asap completed by end June;
 - 3.4 In conjunction with the Strategy Planning Team, formulate a pragmatic set of actions to renew staff commitment for the Division's vision and strategy. Where required, coach managers for the implementation process. Early June;
 - 3.5 Determine the underlying (real) causes driving the perception that communication is a problem in CLI and formulate actions that can be taken to address the matter(s). Mid May;
 - 3.6 Provide feedback to the Chief regarding actions that can (if necessary) be taken to address the dilemma surrounding 'the Chief's visibility. Mid April.

February 03

Assignment 5

Divisional change and performance improvement, including senior staff coaching and pilot programs (July to September 2003)

Shaun Coffey
Chief, Livestock Industries

The attached Proposal refers to contractual aspects of the assignment including tasks, deliverables, rate and time frame.

The over-arching agreement mentioned on the last page of this document refers to the Preferred Supplier List established by CSIRO in August 2002.

**PROPOSAL FOR
SENIOR MANAGEMENT
LEADERSHIP AND TEAMWORK
DEVELOPMENT IN
CSIRO LIVESTOCK INDUSTRIES**

Prepared for: Shaun Coffey
Divisional Chief
CSIRO Livestock Industries
120 Meiers Road
Indooroopillay QLD 4068

Prepared by: Ian Dean
Groman Consulting International
PO Box 259
Newlands 7725
South Africa

Mobile: + 61 415520082

Email: iandean@iafrica.com

1. Background

This proposal is being submitted in response to the commitment held by CLI's Senior Management to regularly renew and where necessary further develop leadership capability in the Division.

2. Needs as expressed by Divisional Chief

- 2.1 Leadership
 - a. Assist senior leaders to renew staff commitment to the Division's vision and strategy;
 - b. Help senior manager's improve their communication and overall impact as leaders;
 - c. Address and endeavour to resolve the dilemma surrounding perceptions about the Chief's 'visibility' in the Division, that is, too much versus too little and what the balance should be;
- 2.2 Divisional Executive and Divisional Management Committee
 - a. Review the functioning and effectiveness of these groupings to identify opportunities for improvement. As appropriate, coach and guide individual team members and the teams as a whole to implement the actions for improvement.

3. Factors that have a bearing on the perceived needs

- 3.1 The Programme Leaders have recently requested that the structure and functioning of the DMC and DE be reviewed;
- 3.2 An allied request has been for re-clarification of ' how the Division works;'
- 3.3 Seen holistically, ratings on the impact of Divisional leadership as recorded in the latest Insight Survey, are lower than the previous year;
- 3.4 Although CLI has done well since the merger some 20 months ago, there are still varying degrees of geographic, scientific and financial parochialism that is having a negative impact on performance. Opportunities for better integration between functions and sites and building 1-CSIRO are being lost;
- 3.5 There are perceptions that the senior team does not consistently act and behave in a unified manner;
- 3.6 The Division's culture is still regarded as being fairly closed, conservative and insular;
- 3.7 CLI is currently marginally behind budget for the year but future prospects are positive;
- 3.8 There have been major staff changes over the past 12 months.

4. Proposed assignment deliverables and timing

- 4.1 Feedback and report on DE and DMC based on observation and assessment of functioning and effectiveness. Feedback to include recommendations for performance improvement. Mid May;
- 4.2 Assessment and individual report for each senior manager on current leadership competence profile, style and impact with recommendations for high leverage improvement where such opportunities exist. Early June;
- 4.3 Based on the aforementioned, provide (1) coaching feedback to each manager regarding development needs and actions and (2) facilitation

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- for a teamwork development workshop (senior management breakaway). Start asap completed by end June;
- 4.4 In conjunction with the Strategy Planning Team, formulate a pragmatic set of actions to renew staff commitment for the Division's vision and strategy. Where required, coach managers for the implementation process. Early June;
 - 4.5 Determine the underlying (real) causes driving the perception that communication is a problem in CLI and formulate actions that can be taken to address the matter(s). Mid May;
 - 4.6 Provide feedback to the Chief regarding actions that can (if necessary) be taken to address the dilemma surrounding 'the Chief's visibility. Mid April.

5. Execution

The process to be followed will include the recording and evaluation of the leadership behaviours used during interactions between senior leaders and staff, building leadership profiles and providing coaching feedback for the managers involved. Teamwork development will also include diagnostics and formal development.

It is difficult to gauge just how much time it will take to complete the listed actions/deliverables. Some time will be needed to interact with LI's leaders at different levels and locations, to monitor patterns of behaviour, to track events in LI, to analyse needs, to formulate credible actions in response to the needs and where appropriate to also deliver the solutions required.

The proposal therefore is that LI contracts me for a block period of 45 days over the next 5 months. I should spend at least 10 days per month in LI but ideally more at the commencement of the assignment in order to build momentum quickly.

My performance and progress can be monitored monthly and the management team could reserve the right to terminate or extend as results dictate and they deem appropriate

6. Fees

The contract rate negotiated by CSIRO Corporate for me under the preferred supplier agreement is A\$1650 per day plus local travel at net and an accommodation, meals and sundries allowance of A\$200 per day.

7. Guarantee

I guarantee the quality of my work and all or part of any fees due can be withheld by CLI in the event of any dissatisfaction with agreed objectives and deliverables not being met.



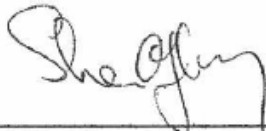
Ian Dean
17 February 2003



Proposal Acceptance

The aforementioned proposal is accepted as the terms of reference for a consulting assignment delivered by Ian Dean for CSIRO Livestock Industries.

This assignment and its terms of reference are also subject to the terms and conditions for consulting assignments negotiated by CSIRO Corporate with Ian Dean in an over-arching agreement concluded during 2002.



CLI Divisional Chief

20/2/03

Date

Assignment 7**Support Woodside/Shell/WA ERA Workshop (February - March 2003)****Greg Thill
Acting Chief, Petroleum Resources**

The attached email refers to contractual aspects of the assignment including tasks, deliverables and time frame. Two terms of reference, short and long, comprise the attachments within this email.

From: Thill, Greg (DPR, Kensington)
Sent: Wednesday, 29 January 2003 7:30 PM
To: 'iandean@iafrica.com'
Cc: Brazier, Peter (DPR, Kensington); Colquitt, Margot (Corp, Clayton)
Dear Ian

Nice to talk with you yesterday and I am very glad to hear you are well on the way to recovery and you will be able to help us with the exciting initiative we discussed. The scenario is:

CSIRO Petroleum, the University of Western Australia and Curtin University have established a collaborative research and development alliance (Heads of Agreement initiated with formal joint venture agreement to be in place within 90 days) for the purpose of providing R&D and other related services to the global energy industry. We intend to become a strategic R&D partner and provider of R&D and services to world leading energy companies. Our vision is "Through collaboration, to create in Perth, a world class technology centre acknowledged for the provision of premium quality R&D and services and delivery of technological based solutions to the global energy industry."

All sound familiar – not to dissimilar to the GMRA! However we are further along the track (we have been working seriously at this for 9 months) than when we started the GMRA and now have opportunity to establish a major alliance with 2 companies to provide R&D and services.

Woodside Energy Ltd and Shell Development Australia/ Shell International EP have asked us to participate with them in a Collaborative Research Alliance Workshop to be held 11-13 February in Perth to identify the business opportunities, a purpose and mission for the Alliance and work through possible business structures to achieve the desired objectives. The details are shown on the attached long-form Terms of Reference originally put together by Woodside and Shell.

During discussions with Woodside I asked what the expected outcome was at the end of the three days. The response was an agreed set of principles for an Agreement between the parties to establish the Alliance. We have willing companies! Consequently I have re-written a Short-form Terms of Reference designed to take the parties through the issues in a structured way that leads to identification of opportunity, desire, structure and principles of operation. The whole exercise is reminiscent of the business planning workshop we went through in South Africa for GMRA that led to the formal agreement between the parties. Here however, we are further advanced in that the research partners have already put in place their principles of operation and we are now working with 2 companies to establish an alliance with them to do the work.

From you we are seeking a facilitator to run the workshop and deliver the desired outcomes. We need a facilitator to lead us through the issues, explore and match desires and opportunities and identify business structures and principles that will enable delivery of agreed objectives. Documentation of the proceedings will also be required. All of this will require lateral thinking in dealing with unforeseen issues that will most likely arise and exploration and development of innovative ideas for creating this alliance. Energy and enthusiasm will be key ingredients for delivery of the outcomes in 3 days particularly as we are working with international companies who have different cultures and perhaps desires.

I am traveling at present so will give you some time to digest and think about all this and I will call you

on Friday morning (your time) to further discuss. Let me know by return email if you are not available then and we can tee up another time. We can then nut out what needs to be done by who and when in preparation for the Workshop. In the mean time stay well

Regards

Greg

Terms of Reference

Curtin/CSIRO/Shell Development Australia/ Shell International EP / Woodside
Energy/ UWA

Collaborative Research Alliance (CRA) Workshop
11th – 13th February 2003 Joondalup Resort WA

- ◆ What do we wish to achieve during the w/s?
 - ◆ This will involve discussion around areas not identified in the TOR
 - ◆ What does each of the prospective members of the CRA wish to gain?
 - UWA
 - Curtin
 - CSIRO
 - Shell
 - Woodside

- ◆ Current Setting - how are things done?
 - ◆ Outline of the UWA, Curtin, CSIRO HOA.
 - ◆ Shell Research & Development Overview
 - ◆ Shell Development Australia Overview
 - ◆ Woodside Technology Setting and Vision

- ◆ Future Setting and Opportunity
 - ◆ Derive common identity / purpose statement / responsibilities/ rules
 - ◆ Brainstorm potential future opportunities
 - Strawman of business, operating and management models
 - ◆ Relationship building opportunities now and future – steps to maintain and grow relationships (*without lots of lunches and putting on weight!*).
 - ◆ Behaviour model
 - Culture statements from each organisation
 - Agreed behaviour model of CRA groups
 - ◆ Management of Intellectual property, Intellectual capital, and competitive intelligence.
 - ◆ Operating Model Restrictions
 - ◆ What (if any) restrictions are there that may impinge on the operating model?
 - Membership
 - Technology
 - Activities
 - Other important Agreements
 - Global Agreement Restrictions
 - Confidentiality Requirements
 - ◆ Fit of new ARRC / HOA / MOU etc
 - Examine the newly formed ARRC/Curtin/UWA HOA for practical example while freshly developing
 - ◆ Timing and term

- Including proposed development programme for CRA
- ◆ Global Agreement priorities
 - Understanding the individual global aspirations but also recognising other externalities to do with global market place & international trade arrangements
- ◆ HSE implications / management
- ◆ Financial contributions
- ◆ Communication model (globally / collaborative / management / directional / ownership)
- ◆ Other Issues with available time:
 - ◆ Governance Model
 - Board of Management and responsibilities
 - Executive & responsibilities
 - Dispute resolution
 - Warranties/Mutual Indemnification/Risk Aversion
 - Assets and Ring-fenced Entities
 - Exit Provisions
 - ◆ HSE implications / management
 - ◆ Working together model (logistics, communications, networking etc)
 - ◆ Transitional Planning
 - What things will be involved in the transition to new model ?
 - Resourcing and financial transitioning provisions
 - ◆ Marketing Model
 - ◆ Publicity/External Relations/ Publications

TERMS OF REFERENCE

- Purpose – why are we here
- Meeting objectives
- Values and Behaviors
- Organization overview/operations
- Vision/Purpose
- Opportunities/Areas of Interest
- Barriers to success
- Relationships
- Global operations
- Operating model/arrangements
- Intellectual Property
- Timing/term
- Financials - Budgeting/Contributions
- Communications/PR
- Governance
- Performance measures
- Staff and secondments
- Assets
- HS&E
- Start-up projects
- Contracting out
- Confidentiality

Assignment 9

Development of human resource managers (June 2003)

Kate Boxsell

Projects Manager, People Development

1. The attached email dated 16 May 2003 from Ian Dean to Rebecca Staunton, former Team Leader of the Enhancing Leadership Team, referring to contractual aspects of the assignment including tasks, deliverables, expenditure and time frame.
2. The attached email dated 18 May 2003 from Rebecca Staunton to Ian Dean confirms acceptance of Mr Dean's quote.

From: O'Keefe, Peter (People Dev, Canberra)
Sent: Tuesday, 9 March 2004 8:25 AM
To: McCabe, Deb (People Dev, Canberra)
Subject: FW: L and D Competencies for HR Practitioners

-----Original Message-----

From: Dean, Ian (Corp, Canberra)
Sent: Friday, 16 May 2003 9:28 AM
To: Staunton, Rebecca (FSA, Cannon Hill)
Cc: O'Keefe, Peter (People Dev, Canberra); Bailey, Lyndelle (E&M, QCAT); Blades, Patrick (People Dev, Canberra)
Subject: L and D Competencies for HR Practitioners

Dear Rebecca

Many thanks for the meeting with you and Lyndelle yesterday afternoon. My summary of the required deliverables is as follows:

- * Finalize the L and D matrix components for CSIRO HR Practitioners such that it can be circulated to the PD Network for final critiques and approval;
- * Prepare a plan (in draft but as close the final thing as possible) that can be presented at the June PD Conference in Sydney that sets out the proposed milestones, actions, timings and accountabilities that can/will be implemented to help CSIRO HR Practitioners upgrade/diversify their L and D competences; The proposed process would be to start as soon as possible as the delivery deadline must be no later than Friday 30 May. This would allow for progress meetings/reviews with you and Lyndelle - possibly also remotely with Patrick should he want to be involved. My estimate of costs is A\$11100. An urgent confirmation is required if the deadline for the conference is to be met. With very best regards Ian

Document 2

From: Staunton, Rebecca (FSA, Cannon Hill)
Sent: Sunday, 18 May 2003 7:38 PM
To: Dean, Ian (Corp, Canberra)
Cc: Bailey, Lyndelle (E&M, QCAT)
Subject: quote

Hi Ian
Good news.

I have Peter O'Keefe's approval for your quote.
He agrees with deliverable one but would like us (Lyndelle, you and I) to talk through deliverable two a little more to make sure we have HRMs on board etc

So see you Thursday
Cheers
Rebecca

Rebecca Staunton
Human Resources Manager
Food Science Australia

07 3214 2033
0409 988 762

Assignment 11

Joint consultancy with the University of Queensland (UQ) to assess the effectiveness of collaboration between CSIRO and UQ, with particular reference to the shared facility, Queensland Biosciences Precinct (August 2003)

Michael Barber

Executive Director, Science Planning

1. Assignment Proposal referring to contractual aspects of the assignment including tasks, deliverables, expenditure and time frame.
2. Request for Approval to Engage Consultant which also documents tasks, deliverables, expenditure and time frame.

Collaboration

What drives the relationship between University of Queensland and CSIRO?

Assignment proposal – Version 3

Prepared for
Prof John Hay
Vice Chancellor
University of Queensland

And

Dr M Barber
Executive Director, Science Planning
CSIRO
PO Box 225 Dickson ACT 2602
Australia

Submitted by
Ian Dean
Groman Consulting International Ltd

10/74 Sir Fred Schonell Drive
St Lucia Brisbane 4067
Australia

PO Box 259 Newlands Cape 7725
South Africa

Mobile for Australia + 61 4120082 Mobile for SA + 27 8230360
iandean@iafrica.com

23 July 2003

1. Assignment Brief

The assignment brief stated that as a part of CSIRO's review of collaborative relationships with universities, CSIRO would like to proactively:

- **Identify** the factors that support and conversely, block the development of collaborative relationships;
- **Draw** on the considerable experience and learning that has been gained in the special relationship between University of Queensland and CSIRO;
- **Formulate** a set of actions to increase the likelihood of successful collaborative relationships with universities.

2. Proposed Actions and Methodology

I would welcome an opportunity to undertake the review of the UQ-CSIRO relationship. My proposed action steps and methodology are:

- **Interviews: (1)** Conduct structured interviews with between 12 to 15 (12 minimum) key role players in the respective organizations. A draft list of persons to be interviewed has been included at the end of this proposal. As research shows that significant disparities can exist between the factors that individuals describe as significant for particular situations/events/phenomena and those that are actually causally significant, I propose including a 'forced choice' bipolar questionnaire during the interviews. **(2)** Conduct 4 focus group reviews with 2 groups from UQ and 2 from CSIRO. The UQ groups should consist of senior lecturers and professors who have regular 'collaborative' contact/interaction with CSIRO. CSIRO's 2 groups should consist of senior researchers and research project leaders. *Special Note: There are some interesting and very tempting ways in which these groups could be configured. For example, by: (1) most supportive and in favour of collaboration; (2) most anti/against collaboration; (3) individuals with greater than 10 years service; (4) individuals with 10 or less years service etc. Given the timescale and pragmatism of the assignment, my recommendation is that we simply stay with 4 groups of between 4 to 5 people each randomly drawn and configured from an eligible pool of hands-on collaborators.*
- **Analysis:** Complete a factor analysis. Simultaneously assess for behavioral patterns. Draw provisional conclusions.
- **Cross-referencing:** Cross-reference the provisional findings with selected research and case study papers on collaboration and collaborative relationships.
- **Final report:** Prepare and present a final report with recommendations where appropriate.

3. Deliverables

The assignment deliverable will be a synthesis of the conducted interviews; a table of the factors – in priority order, impacting on

CSIRO-UQ collaboration; a summary of perceptions about the current relationship and a list of recommended actions that should be considered by CSIRO in striving to build/strengthen its relationships with universities.

4. Implementation Steps and Timing

- Submission of this revised proposal by 23 July: ID
- Consult UQ to get 'buy-in' by 25 July: GG in capacity as CEO CSIRO (Given the special nature of the relationship and the profile that UQ enjoys in Australia and the broader international community, it would be a significant win-win situation if UQ actually participated as a full partner of this study and not merely as a 'subject' of study).
- Approval/Rejection by 30 July: MB
- Schedule and conduct interviews by 12 August: ID
- Prepare and present report by 15 August: ID

5. Fees

The professional fee for this assignment is \$19800. Any travel and accommodation outside of the Brisbane area that may be required in execution of the assignment would be recovered from CSIRO at net cost.

6. Guarantee

I pledge an unqualified guarantee on the quality of my work and part or all of the fee due may be withheld at CSIRO's absolute discretion should there be any level of dissatisfaction with the work quality and execution of the assignment.

INTERVIEWS

1. University of Queensland

- Vice Chancellor: Prof John Hay
- Senior Deputy Vice Chancellor: Prof Paul Greenfield
- Deputy Vice Chancellor International and Development: Prof Trevor Grigg
- Deputy Vice Chancellor Research: David Siddle
- Director IMB: Prof John Mattick
- Executive Dean Biological and Chemical Sciences: Prof Nick McManus
- Executive Dean Natural Resources, Agriculture and Veterinary Science: Prof Roger Swift

2. CSIRO

- Land and Water: Dr John Williams
- Livestock Industries: Mr Shaun Coffey, Dr Rob Woolaston and Dr Peter Willadsen
- Sustainable Ecosystems: Dr Brian Keating
- Mathematical and Information Sciences: Dr Murray Cameron
- Molecular Science: Dr Annabelle Duncan
- Exploration and Mining (Q Cat): Dr John Read
- Plant Industries: Dr John Manners and possibly also Dr Jim Peacock

TO:
FROM: Michael Barber
DATE:

REQUEST FOR APPROVAL TO ENGAGE CONSULTANT

Division / Unit Appointing Consultant: Science Planning Group

Reasons for Contracting-Out Service: *needed independent advice*

Nature and Purpose of Consultancy:

- Task Required:

A review of collaboration between University of Queensland and CSIRO in Queensland, particularly focussing on the Queensland Bioscience Precinct

- Criteria used to Evaluate Consultant:

*Track record
Understanding and background in an R&D environment
Availability to complete the task at short notice*

Procurement Method:

Consultant approached to provide a proposal

Period of Contract:

Work between June and August 2003 to interview 12 to 15 key CSIRO and UQ staff, analyse results and produce a final report

Cost of Consultancy: \$17,900 to be split 50:50 with UQ

Other Terms of Contract: *all inclusive*

Name of Recommended Consultant: Ian Dean, Groman Consultancy

Reasons for Selection:

Relevant background and expertise, familiarity with the Queensland R&D environment. Work was needed urgently. Quoted price considerably less than [redacted] quote for a similar task.

Real or Apparent Conflicts of Interest: [✓] *no conflicts of interest exist*

Recommended by: _____ Date: __/__/__

Approval by Delegate (del 40): Michael Barber Date: __/__/__

Assignment 13**Support in evaluating the implementation of the 2002 L&D plan (October 2003)****Peter O'Keefe
Director People Development**

The attached Assignment Brief refers to contractual aspects of the assignment including tasks, deliverables and time frame.

Assignment Brief – L&D Consultant

The following assignments are to be carried out reporting to the People Development Director or Acting Learning & Development Manager.

Assignment 1

CSIRO has commenced development of a lead training program titled heading the 'Research Enterprise'. Work has been carried out on the nature of the program and draft content for the first module has been suggested. The first program is due to commence in March 2004.

Deliverables

- a) To engage with key stakeholders (CEO, ET and a sample of Chiefs) to gain agreement and commitment to:
- LRE purpose, audience
 - Delivery mode
 - Content

These would be documented in a detailed curriculum including program outcomes, learning activities, the types of providers to be sourced and any assessment methodology.

- b) To facilitate the acquisition processes in line with CSIRO policies to engage the best available providers to deliver the specified content.
- c) Prepare promotion and support materials to secure nominations for LRE.
- d) Manage the logistics necessary for successful implementation of the February LRE.
- e) Develop an effective assessment methodology for each module and the entire program.

This task would need to be integrated into other People Development Projects eg. New Leadership Assessment Tool, Performance Culture, Career Management Portfolio and Talent Management.

Assignment 2

Investigate, plan and report on improving Divisional Learning & Development capability.

Engage with People Development Network and identify skill development needs to advance the Learning and Development capability within CSIRO Divisions.

- Review previous work on this topic.
- Examine opportunities for Divisional People Development staff to engage in Learning and Development support activities.
- Identify key capabilities necessary and effective ways of developing these capabilities.
- Identify systems needing to be established to support Divisional Learning and Development efforts.

Deliverables

A Report and presentation to the People Development Director and the People Development representative group covering the points above and a strategy to bridge any identified needs (March 2004).

Assignment 3

Review of current Learning and Development group work priorities.

Meet with all Learning and Development staff, identify current and future work priorities and consider the alignment of these with CSIRO – Strategic Action Plan and the Learning & Development strategy launched in 2002.

Make recommendations to People Development Director or Acting Learning and Development Manager on the alignment or realignment of these priorities.

Report due before the 30 November 2003.

Assignment 4

Review of Learning and Development inputs to the BD&C group's development activities, report on progress, identify future requirements, priorities and resource needs.

Report due before the 30 November 2003.

Assignment 14

Study current “change” environment within CSIRO, including perceptions about rate of change, apparent barriers and suggestions for improving CSIRO’s approach (October-November 2003)

**Ron Sandland
Deputy Chief Executive**

The attached Request for Approval to Engage Consultant refers to contractual aspects of the assignment including tasks, deliverables expenditure and time frame.

REQUEST FOR APPROVAL TO ENGAGE CONSULTANT

(Groman Consulting International)

Division / Unit Appointing Consultant: Deputy Chief Executive

Reasons for Contracting-Out Service:

Current skills presently not available in CSIRO and there is significant benefit, given the sensitive nature of the work, that an independent person be engaged for the work.

Nature and Purpose of Consultancy:

- Task required:

The Consultant will undertake a brief study of the current "change" environment within CSIRO. This will include current perceptions about the rate of change, the apparent barriers to change and possible accelerators, the current "hot spots" within the Organisation and suggestions for improving our approach to ensuring an effective change path.

- Criteria used to Evaluate Consultant:

Key selection criteria are:

Previous experience in change programs.

Previous experience in a similar environment

Extensive understanding and skill in observing, analysing and recommending options and actions to bring about effective change

Outstanding inter-personal and presentation skills

Procurement Method:

Groman Consulting are currently on the list of preferred suppliers for CSIRO in the area of "Leadership Development and Support". Specifically this includes:

Assisting the Senior Managers in the implementation of the new strategy and the management of change processes including advice on people management.

Consequently, no further procurement actions were taken.

Period of Contract:

9 days in total over a period of three months from late October 2003

Cost of Consultancy: \$16,650

Other Terms of Contract:

Plus any travel/accommodation expenses at net cost.

Name of Recommended Consultant:

Ian Dean

Reasons for Selection:

Ian Dean has been selected because of his extensive experience in the area of change and change management and his previous knowledge of the CSIRO environment..

Real or Apparent Conflicts of Interest:

Ian Dean is personally known to the Chief Executive and has undertaken previous work for him both in South Africa and Australia. The Chief Executive took no role in the selection of Dean for this assignment and the selection was made by the Deputy Chief Executive.

Approval by Delegate (del 40): Ron Sandland September 2003.

Assignment 15

Leading the Research Enterprise (LRE) assignment (December 2003)

**Ron Sandland
Deputy Chief Executive**

The attached Request for Approval to Engage Consultant refers to contractual aspects of the assignment including tasks, deliverables, expenditure and time frame.

REQUEST FOR APPROVAL TO ENGAGE CONSULTANT

(Groman Consulting International)

Division / Unit Appointing Consultant: Deputy Chief Executive

Reasons for Contracting-Out Service:

Resignation of Manager, L&D created a vacancy that it was inappropriate to fill immediately because of the impending arrival of a new appointee, the Executive Director, People and Culture, who would wish to be involved in the selection process. Internal skills were regarded as being unsuitable for the task.

Nature and Purpose of Consultancy:

- Task required:

The initial brief was for Mr Dean to undertake preparatory work on the key L&D Programs, "Leading the Research Enterprise" (LRE), before coming to Australia to undertake a consultancy which would include management of the L&D group. The consultancy was terminated before Mr Dean could visit Australia because of CSIRO becoming aware of the significant reputational issues that could impact the Organisation as a result of media and other interest in Mr dean's consultancies. Mr Dean prepared a report outlining his thoughts on LRE and made a modest charge for opportunities foregone while he was waiting to undertake the task. A small fee was also requested as a result of his cancelling his plane fare.

- Criteria used to Evaluate Consultant:

Key selection criteria are:

Extreme internal consultation about Mr Dean's suitability.

Previous experience with global R&D enterprises in learning and development.

Extensive understanding and skill in identifying trends in L&D and implementing leadership programs.

Outstanding interpersonal and presentation skills.

Procurement Method:

Groman Consulting are currently on the list of preferred suppliers for CSIRO in the area of "Leadership Development and Support". Specifically this includes:

Assisting the Senior Managers in the implementation of the new strategy and the management of change processes including advice on people management.

Consequently, no further procurement actions were taken.

Period of Contract:

Up to three months from December 2003

Cost of Consultancy: **A\$56520.00**

Other Terms of Contract:

Plus any travel/accommodation expenses at net cost.

Name of Recommended Consultant:

Ian Dean

Reasons for Selection:

Ian Dean has been selected because of his extensive experience in the area of change and change management and his previous knowledge of the CSIRO environment..

Real or Apparent Conflicts of Interest:

Ian Dean is personally known to the Chief Executive and has undertaken previous work for him both in South Africa and Australia. The Chief Executive took no role in the selection of Dean for this assignment and the selection was made by the Deputy Chief Executive.

Approval by Delegate (del 40): Ron Sandland October 2003.