



Australian Government

Department of Education, Employment and Workplace Relations

Deed of standing offer:

**the supply of Editorial and Writing
Services**

Commonwealth of Australia represented by the Department
of Education, Employment and Workplace Relations
(DEEWR)

Samuel Dennis Glover (Contractor)

Procurement PRN 21568

Contract No TBA

Deed of standing offer:

For the supply of Editorial and Writing Services

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Details

Date

Parties

Name **Commonwealth of Australia represented by the Department of Education,
Employment and Workplace Relations**

Short form name **DEEWR**

Notice details **Attention: Contract Manager**
[REDACTED]

Fax: 6123 6070

Name **Samuel Dennis Glover,** [REDACTED]

ABN

Short form name **Contractor**

Notice details **Attention: Contractor Representative**
Dennis Glover, [REDACTED]

Facsimile [REDACTED]

Background

- A From time to time, DEEWR may require the supply of certain Editorial and Writing Services (the Services).
- B The Contractor has represented that it has the skills, qualifications and experience necessary to perform the Scope of Services and has agreed that on execution by the parties of a Work Order from DEEWR, which gives rise to a Contract, it will supply Services to DEEWR.
- C The Contractor acknowledges that:
- (i) DEEWR does not guarantee or make any assurances that any particular volume of services included in the Scope of Services will be ordered under this deed;
 - (ii) DEEWR may obtain services included in the Scope of Services from any source it chooses; and
 - (iii) DEEWR does not guarantee or represent that any services included in the Scope of Services will be ordered from the Contractor at all under this deed.
- D For avoidance of doubt, no right or obligation in this deed is to be read or understood as limiting the Contractor's rights to enter into public debate or criticism of the Australian Government, its agencies, employees, servants or agents.

Agreed terms

1. Defined terms & interpretation

1.1 Defined terms

In this document:

ABN has the same meaning as it has in section 41 of the *A New Tax System (Australian Business Number) Act 1999*.

Acceptance or **accept** means that Services have been accepted by DEEWR under the formal acceptance procedures set out at **clause 5**.

Accounting Standards means the standards of that name maintained by the Australian Accounting Standards Board (created by section 226 of the *Australian Securities and Investments Commission Act 2001* (Cth)) or other accounting standards which are generally accepted and consistently applied in Australia.

Advisers means:

- (a) the financial or legal advisers of a party; and
- (b) the respective officers and employees of those financial or legal advisers.

Auditor-General means the office established under the *Auditor-General Act 1997* and includes any other entity that may, from time to time, perform the functions of that office.

Business Day means a day on which banks are open for general banking business in the Australian Capital Territory.

Commencement Date means the date of execution of this deed.

Commonwealth Material means any Material provided by DEEWR to the Contractor for the purposes of this deed or any Contract or which is copied or derived from that Material, except for Contract Material.

Conflict refers to a conflict of interest, or risk of a conflict of interest, or an apparent conflict of interest arising through the Contractor engaging in any activity or obtaining any interest that is likely to interfere with or restrict the Contractor in providing the Services to DEEWR fairly and independently.

Contract means a contract formed under **clause 3.6** of this deed.

Contract Manager means the person appointed by DEEWR (as specified in **Item 1** of **Schedule 1**) or any other person notified by DEEWR to the Contractor from time to time.

Contract Material means all Material:

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

Contractor Representative means the person appointed by the Contractor (as specified in **Item 2 of Schedule 1**), and approved by the Contract Manager, to be the representative of the Contractor for the purposes of this deed.

Contractor's Confidential Information means information that is described in **Item 6 of Schedule 1** or **Item 13** of a Work Order.

DEEWR means the Department of Education, Employment and Workplace Relations and includes the Commonwealth's officers, delegates, employees and agents, and DEEWR's successors.

DEEWR's Confidential Information means information that:

- (a) is described in **Item 6 of Schedule 1** or **Item 13** of a Work Order;
- (b) DEEWR identifies, by notice in writing to the Contractor after the Commencement Date of this deed, as confidential information for the purposes of this deed; or
- (c) The Contractor knows or ought to know is confidential.

Deliverable means a specific deliverable to be supplied by the Contractor under a Contract.

Electronic Communication has the same meaning as in the *Electronic Transactions Act 1999* (Cth).

Existing Material means all Material in existence prior to the commencement of a Contract:

- (a) incorporated in;
- (b) supplied with, or as part of; or
- (c) required to be supplied with, or as part of;

the Contract Material for that Contract, including Material specified in **Item 3 of Schedule 1** or **Item 11** of the relevant Work Order.

Expiration Date means the end of the Initial Term.

Firm Price means a price that is fixed for the period of any Contract.

Information Privacy Principles has the meaning given in the Privacy Act.

Initial Term means the initial term specified in **clause 2.1**.

Intellectual Property Rights includes all copyright (including rights in relation to phonograms and broadcasts), all rights in relation to inventions (including patent rights), plant varieties, registered and unregistered trademarks (including service marks), registered designs, circuit layouts, and all other rights resulting from intellectual activity in the industrial, scientific, literary or artistic fields.

Interest means interest calculated at an interest rate equal to the general interest charge rate for a day pursuant to section 8AAD of the *Tax Administration Act 1953*, on a daily compounding basis.

Material includes documents, equipment, software (including source code and object code), goods, information and data stored by any means including all copies and extracts of the same.

Milestone means a milestone for the provision or supply of a particular Service or Deliverable which is specified in a Work Order for a Contract.

Milestone Payment means a payment against a Milestone as set out in a Work Order for a Contract.

Moral Rights means the right of attribution, the right against false attribution and the right of integrity of authorship as defined in the *Copyright Act 1968* (Cth).

Personal Information has the same meaning as it has in section 6 of the Privacy Act.

Privacy Act means the *Privacy Act 1988*.

Privacy Commissioner means the Office of the Privacy Commissioner established under the Privacy Act and includes any other entity that may, from time to time, perform the functions of that Office.

Quotation means the pricing offer requested by DEEWR and supplied by the Contractor under clause 3.4 substantively in the form set out in Item 2 of Schedule 3.

Rates means the rates specified in Item 1 of Schedule 5.

Request for Quotation means a request for quotation for Services issued by DEEWR under clause 3.2, substantively in the form set out in Item 1 of Schedule 3.

Scope of Services means the range of services set out in Item 1 of Schedule 2.

Secretary means a person for the time being performing the duties of the office of Secretary to the Department and includes a person designated in writing by the Secretary to exercise any of the Secretary's powers under this deed or any Contract.

Services means the services provided, or to be provided, under a Contract (including the provision of the Deliverables) and as described in the Work Order for a Contract.

Specified Acts means any of the following acts or omissions on behalf of DEEWR:

- (a) using, reproducing, adapting, or exploiting all or any part of the Contract Material, with or without attribution of authorship;
- (b) supplementing the Contract Material with any other Material;
- (c) using the Contract Material in a different context to that originally envisaged;

but does not include false attribution of authorship.

Specified Personnel means the Contractor's key personnel specified in Item 2 of Schedule 2 or Item 9 of a Work Order.

Term means the period from the Commencement Date until the expiry or termination of this deed.

Variation Form means an agreement to amend any Contract in accordance with clause 6 substantively in the form set out at Item 2 of Schedule 4.

Work Order means an order for Services (including the provision of Deliverables) placed by DEEWR, substantively in the form set out at Item 1 of Schedule 4.

1.2 Interpretation

In this deed and a Contract, unless the contrary intention appears:

- (a) words in the singular include the plural and vice versa;
- (b) words importing a gender include the other gender;
- (c) a reference to a person includes a partnership and a body whether corporate or otherwise;
- (d) clause headings or words in bold format are inserted for convenience only, and have no effect in limiting or extending the language of provisions;
- (e) all references to dollars are to Australian dollars;
- (f) unless stated otherwise, a reference to legislation is to legislation of the Commonwealth, as amended from time to time;
- (g) an uncertainty or ambiguity in the meaning of a provision of this contract will not be interpreted against a party just because that party prepared the provision; and
- (h) where a word or phrase is given a defined meaning, any other part of speech or other grammatical form of that word or phrase has a corresponding meaning.

The schedules (and annexures and documents incorporated by reference, if any) form part of this deed.

2. Term

2.1 Initial Term

The Initial Term of this deed is for three (3) years starting on the Commencement Date.

2.2 Extension of Initial Term

- (a) DEEWR may, in its sole discretion, extend the Term for a further period of, or periods up to, two (2) years from the Expiration Date by giving written notice to the Contractor at least 30 days before the end of the Initial Term.
- (b) If DEEWR extends the Term pursuant to clause 2.2(a), the further term will be on the same terms and conditions of this deed, other than the Rates.

3. Standing offer

3.1 Standing offer

By this deed the Contractor makes an irrevocable standing offer to supply the Scope of Services to DEEWR on the terms and conditions set out in this deed.

3.2 Request for Quotation

DEEWR may, during the Term, issue a Request for Quotation for work.

3.3 Information in request for Quotation

A Request for Quotation will include details of:

- (a) a description of the required services;

- (b) whether DEEWR requires the services (or any part) to be performed by particular personnel of the Contractor;
- (c) the time frame for delivery of the required services;
- (d) the proposed fee structure for the Contract (whether Firm Price or based on the Rates); and
- (e) any other specific requirements of DEEWR in relation to the Contract.

3.4 Quotation

Upon receipt of a Request for Quotation, the Contractor must, within the time frame specified in the Request for Quotation, prepare a written Quotation specifying, among other things:

- (a) the required services to be provided;
- (b) the fees to provide the required services indicating whether the fees are to be calculated on a Firm Price basis or other basis; and
- (c) the names of Specified Personnel proposed to deliver the required services.

3.5 Placement of a Work Order

Upon acceptance of a Quotation from the Contractor, DEEWR will place a Work Order with the Contractor.

3.6 Contract

A Contract to provide Services is formed between DEEWR and the Contractor when the Contractor and DEEWR execute the Work Order to which the Services relate.

3.7 Terms and conditions

The terms and conditions of the Contract formed upon execution of the Work Order by the Contractor and DEEWR are the terms and conditions specified in the Work Order and clauses 1, 3.8 and 4 to 27 of this deed.

3.8 Priority of documents

To the extent of any inconsistency between two or more documents which form part of a Contract, those documents will be interpreted in the following (descending) order of priority:

- (a) the Work Order;
- (b) the attachments to the Work Order;
- (c) any other document referred to in the Work Order; and
- (d) this deed.

3.9 No guarantee

- (a) DEEWR does not guarantee or make any assurance that any particular volume of services included in the Scope of Services will be ordered under this deed.
- (b) DEEWR may obtain services included in the Scope of Services from any source it chooses.
- (c) DEEWR does not guarantee or represent that any services included in the Scope of Services will be ordered from the Contractor at all under this deed.

4. Services

4.1 Warranty

The Contractor warrants that:

- (a) it has the necessary expertise, experience, capacity and facilities required to perform its obligations in accordance with this deed and any Contract;
- (b) the Contractor has all licences necessary to perform the Services;
- (c) the Services will be rendered with due care and skill and that any materials supplied in connection with the Services will be reasonably fit for the purposes for which they are supplied;
- (d) in performing the Services the Contractor will not:
 - (i) breach an obligation owed to another person; or
 - (ii) infringe any Intellectual Property Rights or Moral Rights of another person;and
- (e) it will perform the Services in accordance with each Contract, including the requirements contained in the relevant Work Order.

4.2 Standard

The Contractor must perform the Services in accordance with:

- (a) relevant best industry practice;
- (b) all legislation, regulations, ordinances and codes affecting the Services; and
- (c) the terms and conditions of the relevant Contract.

4.3 Responsibilities of the Contractor

(a) The Contractor must:

- (i) liaise with, and comply with any reasonable requests made by, the Contract Manager;
- (ii) comply with its obligations, if any, under the *Equal Opportunity for Women in the Workplace Act 1999* (Cth) and must not enter into a subcontract under this deed with a subcontractor named by the Director of Equal Opportunity for Women in the Workplace in a report to the responsible Minister as an employer currently not complying with the Act; and
- (iii) must not act in any way that may bring the Services into disrepute.

(b) The Contractor will not be relieved of any of its obligations under this deed or any Contract because of any:

- (i) involvement by DEEWR in the performance of the Services;
- (ii) payment made to the Contractor on account of the Services;
- (iii) subcontracting of the Services; or
- (iv) acceptance by DEEWR of replacement personnel.

5. Acceptance

5.1 Inspection

- (a) DEEWR will inspect the Services on delivery.
- (b) All Services must be to the satisfaction of the Contract Manager.

5.2 Notification

DEEWR may notify the Contractor at any time within 30 days or such period nominated in the relevant Work Order after delivery that it:

- (a) rejects the Services on grounds that they do not comply with the specifications or the description in the Contract;
- (b) accepts the Services; or
- (c) rejects all or part of the Services on the ground that they do not conform to the requirements of the Contract.

5.3 Deemed Acceptance

DEEWR will be deemed to have accepted the Services if it does not provide a notice in the time period specified in **clause 5.2**.

5.4 Rejection

- (a) If the Contract Manager rejects all or part of the Services under **clause 5.2(c)** the Contract Manager must, within 14 days, by notice in writing to the Contractor, give the Contractor reasons for the rejection.
- (b) The Contractor must, within 14 days of receipt of the notice of rejection, either re-perform or rectify the Services so that they conform to the requirements of the Contract. If, within the time specified (or such other time as is agreed in writing by the Contract Manager), the Contractor fails to rectify or re-perform the Services, DEEWR may terminate the Contract.
- (c) Performance or delivery of rejected Services under this clause will not take effect until the date when Services conforming to the requirements of the Contract are accepted by DEEWR. Nothing in this subclause affects the liability of the Contractor for any obligation to deliver the Services in accordance with **clause 4**.
- (d) The cost of rectifying or re-performing the rejected Services and of complying with the directions of the Contract Manager will be borne by the Contractor.

6. Change control

6.1 Change proposal

DEEWR may propose:

- (a) a change in the scope and extent of the Services;
- (b) a change in the specifications for Deliverables or an alteration of the Deliverables to be provided as part of a given Milestone; and
- (c) an extension of a Milestone,

by giving a notice specifying the proposed change or extension to a Contract (**Change Proposal**).

6.2 Preparation of Quotation

Where a Change Proposal is issued by DEEWR to the Contractor, the Contractor must, within 5 Business Days of receipt, prepare a written quotation (**Quotation**) specifying:

- (a) an estimate of the additional or reduced fees payable as a result of change or extension proposed in the Change Proposal;
- (b) the estimated date by which such additional Services or Deliverables (if any) would be provided; and
- (c) the impact (if any) of the change or extension on the achievement of future scheduled dates.

6.3 Response to Quotation

Within 10 Business Days of receipt of a Quotation from the Contractor, the Contract Manager must notify the Contractor Representative whether DEEWR:

- (a) approves the Quotation;
- (b) rejects the Quotation; or
- (c) requires variations to and/or explanations of any aspect of the Quotation.

6.4 Approval of Quotation

Where the Contract Manager accepts a Quotation:

- (a) the parties will execute a Variation Form which gives effect to the Change Proposal and Quotation; and
- (b) the relevant Contract will be amended to give effect to that Variation Form.

6.5 Rejection of Quotation

If DEEWR rejects a Quotation, the Contract will remain unchanged.

7. Specified Personnel to perform the Services

The Contractor must:

- (a) ensure that the Specified Personnel as specified in a Work Order for a Contract, or, in circumstances where no Specified Personnel are specified in a Work Order for a Contract, as specified in **Item 2 of Schedule 2**, undertake the work in relation to the Services;
- (b) notify DEEWR immediately if the Specified Personnel cannot undertake the work; and
- (c) if DEEWR gives notice on reasonable grounds related to the performance of the Services to remove personnel (including Specified Personnel), promptly remove and/or replace Specified Personnel with a person acceptable to DEEWR at no additional cost to DEEWR.

8. Timesheets and working hours

- (a) The Contractor will ensure that Specified Personnel maintain daily timesheets, detailing the hours of work in relation to the Services, including commencement and cessation.

- (b) DEEWR's liability is limited to the amounts stated in a Work Order and is not affected by any requirement to work overtime or any obligation to pay allowances, should Specified Personnel work extended hours to meet the contracted delivery time.

9. Travel

9.1 Travel

- (a) DEEWR may require the Contractor or any Specified Personnel to undertake travel in connection with the provision of the Services under a Contract.
- (b) For the purposes of this clause 9, 'travel' includes any journey, flight or voyage to the extent it occurs within or outside of Australia.
- (c) If acceptable by DEEWR travel costs will only be payable in terms agreed by the DEEWR.

9.2 Insurance

- (a) Before commencing any travel in connection with a Contract, the Contractor shall obtain insurance ('travel insurance') against all risks arising out of the Contractor or the Specified Personnel undertaking the travel. Such travel insurance shall include indemnity of the Contractor for:
- (i) damage or loss, to any property of the Contractor or the Specified Personnel for which the Contractor is responsible and any injury or harm to the Contractor or the Specified Personnel, arising out of or in the course of any travel undertaken in accordance with a Contract;
 - (ii) damage or loss to the Contractor or the Specified Personnel resulting from any cancellation of travel for any reason;
 - (iii) sickness or accident disabling the Contractor or the Specified Personnel in any way so as to prevent the Contractor from travelling for the purpose of a Contract or commencing or completing the Contractor's obligations arising under a Contract;
 - (iv) the provision of medical, hospital and ambulance services (including air travel as a patient to and within Australia) for the Contractor and the Specified Personnel for any injury or illness arising in the course of the travel and connected with the performance of a Contract.
- (b) The travel insurance referred to in clause (a) must be maintained for the duration of the travel and for a reasonable period after the travel. Whenever requested, the Contractor must provide DEEWR with a copy of the policy effected in accordance with this clause 9.2.

9.3 Passport

The Contractor agrees and shall inform the Specified Personnel that when conducting travel in the performance of a Contract, such persons may be required to carry an official passport issued by the Commonwealth of Australia or an equivalent document.

9.4 Undertaking

The Contractor acknowledges that in the event DEEWR requires the Contractor or the Specified Personnel to undertake travel in connection with a Contract, DEEWR may require the Contractor to give and to arrange for it and the Specified Personnel to give written undertakings, in the form required by DEEWR, relating to the conduct of the Contractor and

the Specified Personnel whilst travelling. The Contractor must promptly arrange for such undertakings to be given.

10. Conduct at DEEWR premises

The Contractor must, when using DEEWR's premises or facilities for the purposes of the Services, comply with all reasonable directions and procedures relating to occupational health and safety and security in operation at those premises or facilities (including DEEWR's smoke-free workplace policy) whether specifically drawn to the attention of the Contractor or as might reasonably be inferred from the circumstances.

11. Fees

11.1 Payment of the fee

Subject to this clause, DEEWR will pay to the Contractor the amount due and any other allowances set out in a Contract.

11.2 Pricing

If a Work Order placed under this deed is:

- (a) on a Firm Price basis then the amount payable under the relevant Contract will be the fee shown in the Work Order and no other amount will be payable to the Contractor; and
- (b) not placed on a Firm Price basis then the amount payable under the relevant Contract will be calculated in accordance with the Rates and the amount of time spent by the Contractor in delivering the Services as recorded and fully documented by the Contractor.

11.3 Expenses

- (a) DEEWR will only reimburse the Contractor for any travel, accommodation and associated expenses relating to a Contract if those expenses are expressed as payable in the relevant Work Order.
- (b) Unless specified otherwise, the fees set out in a Contract are inclusive of all costs, expenses, disbursements, levies and taxes in respect of the Services or the performance of that Contract. Any additional or unforeseen costs arising during performance of the Services or that Contract shall be borne by the Contractor.

11.4 Milestone Payments

If a Milestone Payment regime is specified in a Work Order for a Contract then DEEWR:

- (a) will pay the Contractor on satisfactory completion of the Milestones as specified in the Work Order; and
- (b) may, without derogation from any other rights it may have, defer payment of an instalment until the Contractor has completed to DEEWR's satisfaction that part of the Services to which the instalment relates.

11.5 Tax Invoice

- (a) The Contractor must, in relation to each Contract, submit an invoice(s) at the address specified in **Item 3 of Schedule 2** setting out:
 - (i) a copy of the Work Order to which the tax invoice relates;

- (ii) a description of the Services to which the invoice relates;
- (iii) the total amount of the tax invoice;
- (iv) the GST component of the total amount of the tax invoice;
- (v) the date of issue of the tax invoice;
- (vi) the name, address and ABN of the Contractor;
- (vii) title of Services;
- (viii) a description of the Deliverables or Milestones that the invoice relates to;
- (ix) bank account details for payment of the invoice by electronic funds transfer; and
- (x) any other information that may be reasonably required by the Contract Manager.

- (b) Subject to the terms of a Contract, the date for payment is 30 days after delivery of a correctly rendered invoice to DEEWR.

11.6 Overpayment

- (a) If, at any time, an overpayment occurs for any reason (including where an invoice is found to have been incorrectly rendered after payment), then this amount must be repaid to DEEWR within 20 business days of a written notice from DEEWR, or dealt with as directed in writing by DEEWR.
- (b) An overpayment may be recovered from the Contractor, including by offsetting that overpayment against any amount subsequently due to the Contractor under this deed or any Contract or any other arrangement between the parties.
- (c) If an overpayment is not repaid to DEEWR, Interest is payable on the amount after the expiry of the 20 business days notice referred to in **clause 11.6(a)**, until the amount is paid in full.
- (d) Any amount owed to DEEWR under **clause 11.6(a)** and any Interest owed under **clause 11.6(c)**, is recoverable by DEEWR as a debt due to DEEWR by the Contractor without further proof of the debt by DEEWR.
- (e) An adjustment note must be provided to DEEWR if required by the GST Act, including where the Contractor repays some or all of the fees or allowances to DEEWR.

11.7 Withholding payment

- (a) Without limiting DEEWR's rights, DEEWR may withhold or suspend any payment in whole or in part, if:
 - (i) the Contractor has not performed its obligations under this deed or any Contract; or
 - (ii) the Contractor has outstanding or unacquitted money under any arrangement (whether contractual or statutory) with DEEWR.
- (b) If DEEWR exercises its rights under **clause 11.7(a)**, the Contractor must continue to perform any obligations under this deed or any Contract, unless the parties agree otherwise in writing.

12. Goods and Services Tax

12.1 Interpretation

Words or expressions used in this clause which are defined in the *A New Tax System (Goods and Services Tax) Act 1999* (Cth) or, if not so defined, then which are defined in the *Trade Practices Act 1974* (Cth), have the same meaning in this clause.

12.2 GST inclusive amounts

For the purposes of this deed or any Contract where the expression **GST inclusive** is used in relation to an amount payable or other consideration to be provided for a supply under this deed or any Contract, the amount or consideration will not be increased on account of any GST payable on that supply.

12.3 Consideration is GST exclusive

Any consideration to be paid or provided for a supply made under or in connection with this deed or any Contract, unless specifically described in this deed or a Contract as **GST inclusive**, does not include an amount on account of GST.

12.4 Gross up for consideration

Despite any other provision in this deed or any Contract, if a party (**Supplier**) makes a supply under or in connection with this deed or any Contract on which GST is imposed (not being a supply under consideration for which is specifically described in this deed or a Contract as **GST inclusive**):

- (a) the consideration payable or to be provided for that supply under this deed or any Contract but for the application of this clause (**GST exclusive consideration**) is increased by, and the recipient of the supply (**Recipient**) must also pay to the Supplier, an amount equal to the GST payable by the Supplier on that supply; and
- (b) the amount by which the GST exclusive consideration is increased must be paid to the Supplier by the Recipient without set off, deduction or requirement for demand, at the same time as the GST exclusive consideration is payable or to be provided.

12.5 Reimbursements (net down)

If a payment to a party under this deed or any Contract is a reimbursement or indemnification, calculated by reference to a loss, cost or expense incurred by that party, then the payment will be reduced by the amount of any input tax credit to which that party is entitled for that loss, cost or expense.

That party is assumed to be entitled to a full input tax credit unless it proves, before the date on which the payment must be made, that its entitlement is otherwise.

12.6 Tax invoice

The Recipient need not make a payment for a taxable supply made under or in connection with this deed or any Contract in respect of a taxable supply until the Supplier has given the Recipient a tax invoice for the supply to which the payment relates.

The Supplier must give the Recipient an adjustment note for an adjustment arising from an adjustment event relating to a taxable supply made under or in connection with this deed or any Contract within 7 days after the date the Supplier becomes aware of the adjustment event.

13. Commonwealth Material

- (a) Ownership of all Commonwealth Material, including Intellectual Property Rights in that Material, remains vested at all times in DEEWR but DEEWR grants the Contractor a licence to use, copy and reproduce that Material only for the purposes of this deed or any Contract and in accordance with any conditions or restrictions specified in **Item 5 of Schedule 1** or **Item 10** of the relevant Work Order.
- (b) The Contractor must keep safely and maintain Commonwealth Material provided to the Contractor for the purposes of this deed or any Contract.
- (c) The Contractor may retain or destroy all Commonwealth Material remaining in the Contractor's possession at the end of this deed or any Contract, unless otherwise specified in **Item 5** or **Item 6 of Schedule 1** or **Item 10** of the relevant Work Order.

14. Contract Material

- (a) Subject to this **clause 14**, ownership and Intellectual Property Rights in Contract Material vest immediately in DEEWR.
- (b) This **clause 14** does not affect the ownership of, and any Intellectual Property Rights in, any Existing Material (including Material that is specified in **Item 3 of Schedule 1** or **Item 11** of the relevant Work Order). The Contractor, however, grants to DEEWR or must arrange for the grant to DEEWR of a permanent, irrevocable, free, world-wide, non-exclusive licence (including a right of sublicense) to use, reproduce, adapt and exploit Existing Material for any purpose.
- (c) The Contractor must, if requested by DEEWR to do so, bring into existence, sign, execute or otherwise deal with any document that may be necessary or desirable to give effect to this **clause 14**.
- (d) The Contractor warrants that it is entitled, or will be entitled at the relevant time, to deal with the Intellectual Property Rights in the Contract Material in accordance with this **clause 14**.
- (e) If the Contractor is the author of the Contract Material, the Contractor consents to the performance of the Specified Acts by DEEWR or any person licensed by DEEWR to use, reproduce, adapt and exploit the Contract Material.
- (f) The Contractor agrees:
 - (i) to obtain from each author (other than the Contractor) of any Contract Material a written consent to the performance of the Specified Acts (whether occurring before or after the consent is given) by DEEWR or any person licensed by DEEWR to use, reproduce, adapt and exploit the Contract Material; and
 - (ii) upon request, to provide the executed original of each consent to DEEWR.
- (g) At the end of this deed or any Contract, unless otherwise specified in **Item 4 of Schedule 1** or **Item 12** of the relevant Work Order, the Contractor must deliver all Contract Material to DEEWR.
- (h) The Contractor must use the Contract Material:
 - (i) only for the purposes of this deed and any Contract and any other purpose specified in **Item 4 of Schedule 1** or **Item 12** of the relevant Work Order; and

- (ii) in accordance with the conditions or restrictions set out in **Item 4 of Schedule 1** or **Item 12** of the relevant Work Order, or notified from time to time in writing by DEEWR.

15. Disclosure of Information

- (a) Subject to **clause 15(e)**,
 - (i) The Contractor must not, without DEEWR's prior written approval, disclose any of DEEWR's Confidential Information to a third party; and
 - (ii) DEEWR must not, without the Contractor's prior written approval, disclose any of the Contractor's Confidential Information to a third party.
- (b) In giving written approval to disclosure, a party may impose conditions as it thinks fit, and the other party agrees to comply with the conditions.
- (c) DEEWR may at any time require the Contractor to arrange for any person engaged in, or in relation to, the performance or management of this deed or any Contract to give written undertakings, in a form required by DEEWR, relating to the non-disclosure of DEEWR's Confidential Information.
- (d) If the Contractor receives a request under **clause 15(c)**, the Contractor must promptly arrange for all undertakings to be given.
- (e) The obligations on the parties under this **clause 15** will not be breached if information:
 - (i) is disclosed by DEEWR to the responsible Minister;
 - (ii) is disclosed by DEEWR, in response to a request by a House or a Committee of the Parliament of the Commonwealth of Australia;
 - (iii) is authorised or required by law to be disclosed; or
 - (iv) is in the public domain otherwise than due to a breach of this **clause 15**.
- (f) Nothing in this **clause 15** limits the Contractor's obligations under **clause 16** or **clause 19**.

16. Protection of Personal Information

- (a) The Contractor agrees:
 - (i) to comply with the Information Privacy Principles when doing any act or engaging in any practice in relation to Personal Information for the purposes of this deed or a Contract, as if the Contractor were an agency as defined in the Privacy Act; and
 - (ii) to deal with Personal Information received, created or held by the Contractor for the purposes of this deed or a Contract only to fulfil the Contractor's obligations under this deed or the Contract and in accordance with any conditions or restrictions specified in **Item 8 of Schedule 1** or **Item 14** of the relevant Work Order.

- (b) An act done or a practice engaged in by the Contractor or a subcontractor to meet (directly or indirectly) an obligation under this deed or a Contract:
 - (i) is authorised by this clause 16 for the purposes of sub-sections 6A(2) and 6B(2) of the Privacy Act even if the act or practice is inconsistent with a national privacy principle or an approved privacy code that applies to the Contractor or the subcontractor; but
 - (ii) is subject to the other obligations in this deed or the Contract including this clause 16.
- (c) In this clause 16, "received" includes "collected".
- (d) The Contractor must ensure that its terms of engagement with any approved subcontractors contain provisions that require the subcontractors to comply with the Contractor's obligations set out in this clause.

17. Compliance with Laws and Policies

17.1 Compliance

The Contractor must, in carrying out its obligations under this deed or any Contract, comply with:

- (a) all relevant statutes, regulations, by-laws and requirements of any Commonwealth, State, Territory or local authority;
- (b) the DEEWR Code of Conduct in Contracting; and
- (c) any of DEEWR's other policies notified by DEEWR to the Contractor in writing, including any policies specified in Item 9 of Schedule 1 or Item 15 of the relevant Work Order.

A copy of the DEEWR Code of Conduct in Contracting is available at: http://www.dest.gov.au/portfolio_department/dest_information/tenders_business_opportunities/contract_code/default.htm

17.2 Acknowledgement

The Contractor acknowledges that:

- (a) it may have obligations under the *Equal Opportunity for Women in the Workplace Act 1999*;
- (b) Chapter 7 of the *Criminal Code* provides for offences which attract substantial penalties, including theft of Commonwealth property and other property offences, obtaining property or financial advantages by deception, offences involving fraudulent conduct, bribery, forgery and falsification of documents;
- (c) giving false or misleading information is a serious offence under the *Criminal Code*;
- (d) the publication or communication of any fact or document by a person which has come to their knowledge or into their possession or custody by virtue of the performance of this deed or any Contract (other than a person to whom the Contractor is authorised to publish or disclose that fact or document) which may be an offence under section 70 of the *Crimes Act 1914*, punishment for which may be a maximum of two years imprisonment;

- (e) in respect of data, including personal information, held in connection with this deed or any Contract, any unauthorised and intentional access, destruction, alteration, addition or impediment to access or usefulness of the data stored in any computer in the course of performing obligations under this deed or any Contract is an offence Part 10.7 of the *Criminal Code* which may attract a substantial penalty, including imprisonment;
- (f) it is aware of the provisions of section 79 of the *Crimes Act 1914* relating to official secrets;
- (g) it is aware of its obligations under Part 4 of the *Charter of United Nations Act 1945* and the *Charter of United Nations (Terrorism and Dealing with Assets) Regulations 2002*; and

Note: more information about the Charter of United Nations Act and the Charter of United Nations (Terrorism and Dealing with Assets) Regulations is available at http://www.dfat.gov.au/icat/freezing_terrorist_assets.html.

- (h) it may be subject to the provisions of the *Trade Practices Act 1974* and the *Archives Act 1983*.

18. Conflict Of Interest

18.1 Warranty that there is no conflict of interest

The Contractor warrants that, to the best of its knowledge after making diligent inquiry, at the date of signing this deed and on the commencement of each Contract no Conflict exists or is likely to arise in the performance of this deed or any Contract.

18.2 Notification of a conflict of interest

If, during the performance of this deed or any Contract a Conflict arises, or is likely to arise, the Contractor must:

- (a) notify DEEWR immediately in writing of that Conflict and the steps the Contractor proposes to take to resolve or otherwise deal with the Conflict;
- (b) make full disclosure to DEEWR of all relevant information relating to the Conflict; and
- (c) take such steps as DEEWR reasonably requires to resolve or otherwise deal with the conflict.

18.3 Right of termination

If the Contractor fails to notify DEEWR under this clause 18, or is unable or unwilling to resolve or deal with the Conflict as required, DEEWR may terminate this deed and any Contract under clause 23.

19. Access to Premises and Records

19.1 Access

The Contractor must at all reasonable times give the Auditor-General, the Privacy Commissioner, the Project Delegate, a member of the Investigations Branch in the Department on production of photo identification, or any person authorised in writing by the Secretary:

- (a) reasonable access to:

- (i) the Contractor's employees;
 - (ii) premises occupied by the Contractor;
 - (iii) Material; and
- (b) reasonable assistance to:
- (i) inspect the performance of the Services;
 - (ii) to locate and inspect Material;
 - (iii) make copies of Material and remove those copies,
- relevant to the Services.

19.2 Notice and security

The rights referred to in clause 19.1 are subject to:

- (a) the provision of reasonable prior notice to the Contractor; and
- (b) the Contractor's reasonable security procedures.

19.3 Breach of law

If a matter is being investigated which, in the opinion of an member of the Investigations Branch in the Department, or any person authorised in writing by the Secretary, may involve an actual or apprehended breach of the law, clause 19.2(a) will not apply.

19.4 Performance

The requirement for access specified in clause 19.1 does not in any way reduce the Contractor's responsibility to perform its obligations under this deed or any Contract.

20. Indemnity

20.1 Indemnity

The Contractor agrees to indemnify DEEWR against any:

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

arising from:

- (i) any act or omission by the Contractor, or any of the Contractor's employees, agents, or subcontractors in connection with this deed or any Contract, where there was fault on the part of the person whose conduct gave rise to that liability, loss, damage, or expense;

- (ii) any breach by the Contractor or any of the Contractor's employees, agents, or subcontractors of obligations or warranties under this deed or any Contract;
- (iii) any use or disclosure by the Contractor, its officers, employees, agents or subcontractors of Personal Information held or controlled in connection with this deed or any Contract; or
- (iv) the use by DEEWR of the Contract Material, including any claims by third parties about the ownership or right to use Intellectual Property Rights (including moral rights) in Contract Material.

20.2 Reduction of liability

The Contractor's liability to indemnify DEEWR under this clause 20 will be reduced proportionately to the extent that any fault on DEEWR's part contributed to the relevant loss, damage, expense, or liability.

20.3 Other Rights

DEEWR's right to be indemnified under this clause 20 is in addition to, and not exclusive of, any other right, power, or remedy provided by law, but DEEWR is not entitled to be compensated in excess of the amount of the relevant loss, damage, expense or liability.

20.4 "Fault"

In this clause 20, "fault" means any negligent or unlawful act or omission or wilful misconduct.

21. Insurance

21.1 Insurance policies

In connection with the performance of this deed and any Contract, the Contractor must have and maintain valid and enforceable insurance policies relevant to the Services as specified in Item 16 of the relevant Work Order.

21.2 Evidence of insurance required

The Contractor must give evidence of insurance required under this clause within 10 Business Days of the request when DEEWR asks for it.

22. Dispute resolution

22.1 Agreement

Subject to clause 22.3, the parties agree not to commence any legal proceedings in respect of any dispute arising under this deed or any Contract, which cannot be resolved by informal discussion, until the procedure provided by this clause 22 has been used.

22.2 Required procedure

The parties agree that any dispute arising during the course of this deed or any Contract is dealt with as follows:

- (a) the party claiming that there is a dispute will send the other party a written notice setting out the nature of the dispute;
- (b) the parties will try to resolve the dispute through direct negotiation by persons to whom they have given authority to resolve the dispute;
- (c) the parties have 10 business days from the receipt of the notice to reach a resolution or to agree that the dispute is to be submitted to mediation or some alternative dispute resolution procedure; and

if:

- (i) there is no resolution of the dispute;
- (ii) there is no agreement on submission of the dispute to mediation or some alternative dispute resolution procedure; or
- (iii) there is a submission to mediation or some other form of alternative dispute resolution procedure, but there is no resolution within 15 business days of the submission, or extended time as the parties may agree in writing before the expiration of the 15 business days;

then, either party may commence legal proceedings.

22.3 Exceptions

This clause 22 does not apply if:

- (a) either party commences legal proceedings for urgent interlocutory relief;
- (b) action is taken by DEEWR under clauses 11.6, 11.7, 19, or 23; or
- (c) an authority of the Commonwealth, a State or Territory is investigating a breach or suspected breach of the law by the Contractor.

22.4 Performance

Despite the existence of a dispute, both parties must (unless requested in writing by the other party not to do so) continue to perform obligations under this deed and any Contract.

22.5 Information and documents

Any information or documents disclosed by a party under this clause:

- (a) must be kept confidential; and
- (b) may only be used to attempt to resolve the dispute.

23. Termination

23.1 Termination and reduction for convenience

DEEWR may, at any time, by written notice, terminate this deed or any Contract, or reduce the scope of the Services without prejudice to the rights, liabilities, or obligations of either party accruing prior to the date of termination or reduction.

- (a) Upon receipt of a notice of termination or reduction the Contractor must:
 - (i) stop work as specified in the notice;
 - (ii) take all available steps to minimise loss resulting from that termination and to protect Commonwealth Material and Contract Material; and
 - (iii) continue work on any part of the Services not affected by the notice.
- (b) If this deed or any Contract is terminated under **clause 23.1**, DEEWR is liable only for:
 - (i) payments under **clause 11** that were due before the effective date of termination; and
 - (ii) reasonable costs incurred by the Contractor and directly attributable to the termination.
- (c) If the scope of the Services is reduced, DEEWR's liability to pay the fees and any allowances and costs abates in accordance with the reduction in the Services.
- (d) DEEWR is not liable to pay compensation under **clause 23.1(b)(ii)** in relation to a Contract in an amount which would, in addition to any amounts paid or due, or becoming due, to the Contractor under that Contract, exceed the total amount payable under that Contract.
- (e) The Contractor is not entitled to compensation for loss of prospective profits or loss of any benefits that would have been conferred on the Contractor had the termination or reduction not occurred.

23.2 Termination for default

- (a) DEEWR may terminate this deed or any Contract effective immediately by giving written notice to the Contractor if:
 - (i) DEEWR is satisfied that, prior to entering into this deed or any Contract, the Contractor has engaged in misleading or deceptive conduct or omitted to provide information to DEEWR;
 - (A) that is material to the performance of this deed or any Contract;
 - (B) that may have affected the original decision to enter into this deed or any Contract or the terms or conditions of this deed or any Contract or action taken by DEEWR under this deed or any Contract;
 - (ii) the Contractor:
 - (A) breaches **clause 7(a)**;
 - (B) fails to comply with a direction under **clause 7(c)**; or
 - (C) fails to notify DEEWR of a conflict of interest under **clause 18.2**.

- (iii) the Contractor fails to fulfil, or breaches any of the Contractor's obligations of this deed or any Contract and fails to remedy the breach within 10 days after receiving notice requiring it to do so; or
 - (iv) an event specified in **clause 23.2(b)** happens to the Contractor.
- (b) The Contractor must notify DEEWR immediately if:
- (i) the Contractor being a corporation, there is any change in the direct or indirect beneficial ownership or control of the Contractor;
 - (ii) the Contractor fails to comply with a statutory demand within the meaning of Section 459F of the Corporations Act 2001;
 - (iii) the Contractor disposes of the whole or any part of its assets, operations or business other than in the ordinary course of business;
 - (iv) the Contractor ceases to carry on business relevant to the performance of the services;
 - (v) the Contractor ceases to be able to pay its debts as they become due;
 - (vi) the Contractor being a natural person is declared bankrupt, enters into a scheme of arrangement or assigns his or her estate for the benefit of creditors;
 - (vii) where the Contractor is a partnership, any step is taken to dissolve that partnership;
 - (viii) proceedings are initiated to obtain an order for the Contractor's winding up or any shareholder, member or director convenes a meeting to consider a resolution for the company's winding up;
 - (ix) the Contractor comes under one of the forms of external administration referred to in Chapter 5 of the *Corporation Act 2001* or equivalent provisions in other legislation, or an order had been made to place the Contractor under external administration; or
 - (x) a notice is served on the Contractor or proceedings are taken to cancel the Contractor's incorporation or registration or to dissolve the Contractor as a legal entity.
- (c) The Contractor may immediately terminate this deed or any Contract by giving written notice to DEEWR of the termination if DEEWR fails to fulfil, or is in breach of any of DEEWR's obligations under this deed or the Contract and DEEWR does not rectify the omission or breach within 10 business days of receiving a notice in writing from the Contractor to do so.

23.3 After termination

On termination of a Contract the Contractor must stop work on the relevant Services.

23.4 Survival

The following clauses survive the expiry or termination of this deed or any Contract:

- (a) 11.6 and 11.7 (Fees);
- (b) 14 (Contract Material);

- (c) 15 (Disclosure of Information);
- (d) 16 (Protection of Personal Information);
- (e) 20 (Indemnity);
- (f) 21 (Insurance);
- (g) 22 (Dispute Resolution);
- (h) 27.8 (Governing law and jurisdiction).

23.5 Termination does not affect accrued rights

Termination of this deed or any Contract does not affect any accrued rights or remedies of a party.

24. Subcontractors

- (a) The Contractor must not subcontract the performance of any of its obligations under this deed or any Contract without the prior written approval of DEEWR.
- (b) In approving any subcontractor, DEEWR may, in its absolute discretion, impose any terms or conditions to that approval.
- (c) Notwithstanding any approved subcontractor, the Contractor remains fully responsible for performing all of its obligations and responsibilities under this deed and any Contract. The Contractor is also responsible for ensuring the suitability of a subcontractor for Services proposed to be carried out and that the Services meet the requirements of this deed or any Contract.
- (d) DEEWR may revoke its approval of a subcontractor on reasonable grounds by giving written notice in writing to the Contractor. On receipt of the notice, the Contractor must, at its own cost, promptly cease using that subcontractor and arrange a replacement with its personnel or another subcontractor acceptable to DEEWR.
- (e) If DEEWR withdraws its approval of a subcontractor, the Contractor remains liable under this deed or any Contract for the past acts or omissions of its subcontractors as if they were current subcontractors.
- (f) Any subcontractors approved by DEEWR and the terms and conditions relating to the use of the subcontractors as at the Commencement Date are set out in of **Item 7 of Schedule 1**.

25. Negation of employment, partnership and agency

- (a) The Contractor must not represent itself, and must ensure that its officers, employees, partners, agents and subcontractors do not represent themselves, as being an officer, employee, partner or agent of DEEWR, or as otherwise able to bind or represent DEEWR.
- (b) This deed or any Contract does not create a relationship of employment, agency or partnership between the parties.

26. Notice

- (a) A party giving notice under this deed or any Contract must do so in writing or by *Electronic Communication*:
- (i) if given by the Contractor, marked for the attention of the Contract Manager; or
 - (ii) if given by DEBWR, marked for the attention of the Contractor Representative; and
- hand delivered or sent by pre-paid post or *Electronic Communication* to the address specified in **Schedule 1** or the relevant Work Order.
- (b) A notice given under **clause 26** is taken to be received:
- (i) if hand delivered, on delivery;
 - (ii) if sent by pre-paid post, 5 business days after the date of posting; or
 - (iii) if sent by *Electronic Communication*, at the time that would be the time of receipt under the *Electronic Transactions Act 1999* if a notice was being given under a law of the Commonwealth.

27. Miscellaneous

27.1 Alterations

This deed may be altered only in writing signed by each party. Contracts may be altered only in accordance with **clause 6**.

27.2 Approvals and consents

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

27.3 Costs

Each party must pay its own costs of negotiating, preparing and executing this deed or any Contract.

27.4 No merger

The rights and obligations of the parties under this deed or any Contract do not merge on completion of any transaction contemplated by this deed or any Contract.

27.5 Severability

A term or part of a term of this deed or the Contract that is illegal or unenforceable may be severed from this deed or the Contract and the remaining terms or parts of the term of this deed or the Contract continue in force.

27.6 Waiver

A party does not waive a right, power or remedy if it fails to exercise or delays in exercising the right, power or remedy. A single or partial exercise of a right, power or remedy does not prevent another or further exercise of that or another right, power or remedy. A waiver of a right, power or remedy must be in writing and signed by the party giving the waiver.

27.7 Assignment and novation

The Contractor must not assign its rights or novate its rights and obligations under this deed or any Contract without the prior written consent of DEEWR.

27.8 Governing law and jurisdiction

This deed or any Contract under it is governed by the law of the Australian Capital Territory and each party irrevocably and unconditionally submits to the non-exclusive jurisdiction of the courts of the Australian Capital Territory.

27.9 Counterparts

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

27.10 Entire agreement

This deed and the relevant Contract constitute the entire agreement between the parties in connection with its subject matter and supersede all previous agreements or understandings between the parties in connection with its subject matter.

27.11 Further action

Each party must do, at its own expense, everything reasonably necessary (including executing documents) to give full effect to this deed and any transaction contemplated by it.

27.12 Announcements

The Contractor must, before making a public announcement in connection with this deed or any transaction contemplated by it, including if required by law or regulatory body (including a relevant stock exchange), to the extent practicable, first consult with and take into account the reasonable requirements of DEEWR.

Schedule 1 - Agreement details

Items

Item 1

(clause 1.1)

Contract Manager

Communications Group, DEEWR, GPO Box 9880, Canberra ACT 2601.

Pho: _____

Fax: _____

Item 2

(clause 1.1)

Contractor Representative

Dennis Glover

19 Howe Crescent, South Melbourne VIC 3205

Phone: 0410 401 453

Fax: (03) 9690 5696

Item 3

(clause 14)

Existing Material

Not applicable

Item 4

(clause 14)

Use of Contract Material by the Contractor

Not applicable

Item 5

(clause 13)

Use of Commonwealth Material by the Contractor

Not applicable

Item 6

(clause 15)

Confidential Information

Not applicable

Item 7

(clause 24)

Subcontractors approved by DEEWR as at Commencement Date

There are no approved subcontractors.

Item 8

(clause 17)

Conditions and restrictions to dealing with Personal Information

Not applicable

Item 9
(clause 17)

DEEWR policies
Not applicable

Schedule 2 - Services and Specified Personnel

Item 1 . Scope of Services

DEEWR has established the Editorial and Writing Services Panel to supplement in-house resources by assisting with DEEWR's and the portfolio Ministers' communication and parliamentary service requirements.

The Contractor may be requested to provide specialised and general speechwriting services involving the writing of speeches for Ministers and the DEEWR Executive.

Specific details of the services required from the Contractor, including details on deliverables/milestones, reporting requirements and timeframes for individual projects, will be included in Work Orders issued to the Contractor.

Item 2 Specified Personnel

None.

Item 3 Invoices

Invoices must be submitted to [REDACTED] 44, DEEWR, GPO Box 9880, Canberra, ACT 2601.

Schedule 3 – Request for Quotation and Quotation Form

Item 1 Request for Quotation Form

This Request for Quotation is issued in accordance with clause 3.2 and 3.3 of the Deed of Standing Offer for Services entered into between the Commonwealth of Australia as represented by the Department of Education, Employment and Workplace Relations (DEEWR) and Samuel Dennis Glover dated [REDACTED] (Deed). Quotations, in the form of Item 2 of this Schedule 3 must be:

- (a) [REDACTED]; and
- (b) received on or before [REDACTED].

1.	Branch/Division/Section	[REDACTED]
2.	Contractor	Samuel Dennis Glover
3.	Date of Request for Quotation	[REDACTED]
4.	Defined Terms	As defined in the Deed. [REDACTED]
5.	Services to be Provided (clause 3.3)	[REDACTED] [REDACTED] [REDACTED]
6.	Term of contract (clause 3.3)	[REDACTED]
7.	Fee structure (clause 3.3)	[REDACTED] [REDACTED]
8.	Required Specified Personnel (clause 3.3 and 7)	[REDACTED]
9.	Commonwealth Material (clause 13)	[REDACTED] [REDACTED]
10.	Contract Material (clause 14)	[REDACTED] [REDACTED]
11.	Confidential Information (clause 15)	[REDACTED] [REDACTED] [REDACTED]
12.	Personal Information	[REDACTED] [REDACTED]

	(clause 16)	
13.	Policies (clause 17)	<i>Insert details of any specific DEE/ER and Commonwealth Government policies. (Otherwise insert not applicable.)</i>
14.	Insurance (clause 21)	<i>Insert details of any additional insurance required.</i>
15.	Other Requirements	<p><i>Other requirements may be negotiated in the regard to the particular services to be provided. For instance, requirements relating to:</i></p> <ol style="list-style-type: none"> <i>1. Facilities and assistance to be provided by DEE/ER</i> <i>2. Performance and evaluation</i> <i>3. Reporting</i>

Item 2 Quotation Form

[This form must be used when responding to a Request for Quotation. Use attachments to incorporate bulky details if required]

1. Samuel Dennis Glover submits a Quotation in accordance with **clause 3.4** of the Deed of Standing Offer for Services entered into between the Commonwealth of Australia as represented by the Department of Education, Employment and Workplace Relations (**DEEWR**) and Samuel Dennis Glover dated [REDACTED] (Deed) to provide the services specified in the Request for Quotation.
2. This Quotation will remain valid for a period of [REDACTED] months from the date of submission.
3. Samuel Dennis Glover acknowledges that no binding contract (express or otherwise) is created between DEEWR and Samuel Dennis Glover until the parties execute a Work Order.

1.	Branch/Division/Section	
2.	Contractor	Samuel Dennis Glover
3.	Date of Quotation	[REDACTED]
4.	Defined Terms	As defined in the Deed. [REDACTED]
5.	Services	[REDACTED]
6.	Quoted Amount	[REDACTED]
7.	Term of Contract	[REDACTED]
8.	Fee structure (clause 3.4)	[REDACTED]
9.	Proposed Specified Personnel (clause 3.4)	[REDACTED]
10.	Existing Material (clause 14)	[REDACTED]
11.	Confidential Information (clause 15)	[REDACTED]

		<p>(...INSERT RELEVANT AMOUNT).</p> <p><i>Option C: For when the Contractor will be paid on the basis of completion of agreed Milestones:</i></p> <p>The total fee is (...INSERT DOLLAR AMOUNT...) including GST of (...INSERT RELEVANT AMOUNT), payable, subject to the terms of this Contract, in the following instalments:</p> <ul style="list-style-type: none"> ▪ (...INSERT DOLLAR AMOUNT...) including GST of (...INSERT RELEVANT AMOUNT), after satisfactory completion of [...INSERT MILESTONE DETAILS...] and submission of a correctly rendered invoice; and • (...INSERT DOLLAR AMOUNT...) including GST of (...INSERT RELEVANT AMOUNT) after satisfactory completion of [...INSERT MILESTONE DETAILS...]; and submission of a correctly rendered invoice. <p>**If additional expenses are to be allowed:</p> <p>In addition to the fees stated above and subject to the submission of an invoice in accordance with clause 11.5 of the deed, DEEWR will reimburse the Contractor for the following expenses (at the rates specified), provided that DEEWR has approved the relevant expense in advance in writing:</p> <p>[...insert relevant detail...]</p>
9.	Specified Personnel (clause 7)	Insert specified personnel (if any)
10.	Commonwealth Material (clause 13)	Insert details of any conditions or restrictions on the use of the Material. (Otherwise insert not applicable)
11.	Existing Material (clause 14)	Insert description of the relevant Existing Material. (Otherwise insert not applicable)
12.	Contract Material (clause 14)	Insert details of any conditions or restrictions on the use of the Material. (Otherwise insert not applicable)
13.	Confidential Information (clause 15)	Insert description of any Confidential Information and period of confidentiality including any provisions of this deed. (Otherwise insert not applicable)
14.	Personal Information (clause 16)	Insert details of any conditions or restrictions on the use of the Material. (Otherwise insert not applicable)
15.	Policies (clause 17)	Insert details of any specific DEEWR and Commonwealth government policies. (Otherwise insert not applicable)

16.	Insurance (clause 21)	Under details of any additional insurance required
17.	Other Requirements	Other requirements may be negotiated having regard to the particular Services to be provided. For instance, requirements relating to: - Facilities and assistance to be provided by DEEWR - Performance and evaluation - Reporting
18.	DEEWR's Address for Notices	1700 Gonsky Crescent, Acton NSW 2601
19.	Contractor's Address for Service	10 Grove Crescent, South Melbourne VIC 3207

EXECUTION OF THE WORK ORDER:

Signed for and on behalf of the Department of Education, Employment and Workplace Relations by its duly authorised representative in the presence of

Signature of witness

Name of witness (print)

Date

Signature of representative

Name of representative (print)

Position of representative (print)

Signed by Samuel Dennis Glover by its duly authorised representative in the presence of

Signature of witness

Name of witness (print)

Date

Signature of representative

Name of representative (print)

Position of representative (print)

Item 2 Variation Form

Work Order Number - [Insert]	
This Variation Form varies the Contract formed under Work Order number [Insert Work Order number] in accordance with the terms set out below.	
<i>Unless specifically stated in this Variation Form, all other terms and conditions of the Contract continue unaffected.</i>	
Implementation date	
Changes to completion date	
Changes to the Services (attach additional pages if required)	
Changes to fees	
Changes to documentation	
Other relevant matters	

EXECUTION OF THE VARIATION FORM:

Signed for and on behalf of the Department of Education, Employment and Workplace Relations by its duly authorised representative in the presence of

Signature of representative

Signature of witness

Name of representative (print)

Name of witness (print)

Position of representative (print)

Date

Signed by Samuel Dennis Glover by its duly authorised representative in the presence of

Signature of representative

Signature of witness

Name of representative (print)

Name of witness (print)

Position of representative (print)

Date

Schedule 5 - Rates

1. Rates

per hour (GST inclusive)

The Rates will be reviewed by DEEWR from time to time and adjusted annually on the anniversary date of the Commencement Date by multiplying the current Rates by the Current Index and dividing it by the Previous Index.

The adjusted Rates will be the new Rates for the purposes of this Deed. ~~The new Rates will apply from the date of adjustment. Previous payments made by DEEWR will not be adjusted.~~

For the purposes of this clause:

CPI means the Consumer Price Index Number for Canberra published by the Australian Bureau of Statistics, or any substitute accepted by the Government of the Commonwealth of Australia from time to time provided that:

- (a) if the CPI base adopted by the Australian Statistician for the CPI is at any time updated, the CPI is to be appropriately adjusted from time to time;
- (b) if at any time the CPI is discontinued, there is to be substituted the alternative method of computing changes in the cost of living which is mutually agreed between the parties during the period of 30 days after written notice given by either party to the other, or failing agreement, which in the opinion of an expert appointed by the President for the time being of the CPA Australia (Australian Capital Territory Division) at the request of either party, most closely reflects changes in the cost of living for the Canberra region (the costs of that expert being borne by the parties in equal shares); and
- (c) if any alternative index is determined in accordance with paragraph (b) and that index is at any time thereafter discontinued, the procedure in paragraph (b) is repeated to determine the new CPI.

Current Index means the CPI for the quarter immediately before the relevant review.

Previous Index means the CPI for the quarter immediately before the last date on which the relevant review occurred under the Contract.

Signing page

EXECUTED as a deed

Signed, sealed and delivered for and on behalf of the Commonwealth of Australia by a duly authorised representative

Signature of witness ←

Signature of authorised representative ←

Name of witness (print)

Name of authorised representative (print)

Signed sealed and delivered by

Signature ←

Signature of witness ←

Name (print)

Name of witness (print)



Australian Government

Department of Education, Employment
and Workplace Relations

Contract Variation

PRN 21568

between the

COMMONWEALTH OF AUSTRALIA

as represented by the

**Department of Education, Employment and
Workplace Relations**

and

SAMUEL DENNIS GLOVER

regarding **Services** for the supply of Editorial and Writing
Services

THIS CONTRACT VARIATION CRN 79863 is made on 16 Aug 2011

BETWEEN the COMMONWEALTH OF AUSTRALIA represented by the Department of
Education, Employment and Workplace Relations

AND

SAMUEL DENNIS GLOVER

ABN

BACKGROUND:

- A. The parties entered into a Contract dated 20/04/2009 ("the Principal Contract") for the provision of Services.
- B. The parties now wish to amend the Principal Contract.
- C. The Principal Contract requires that a variation be in writing and signed by both parties.

IT IS AGREED as follows:

1. Unless the contrary intention appears, words used in this variation have the same meaning as in the Principal Contract.
2. Delete Schedule 5 of the Principal Contract in its entirety and replace with the new Schedule 5 at Attachment A of this Contract Variation.

Attachment A

Schedule 5 Rates

1. Rates

per hour (GST inclusive).

The Rates will be reviewed by DEEWR from time to time and may be adjusted at DEEWR's discretion. A minimum of 12 months must pass between each Rate adjustment. The adjusted Rate will be determined at DEEWR's sole discretion after negotiations with the Contractor. DEEWR will exercise this discretion reasonably and may have regard to:

- The Consumer Price Index;
- The Contractor's current market hourly rate; and
- The quality and standard of the Contractor's work.

The adjusted Rates will be the new Rates for the purposes of this Deed. The new Rates will apply from the date of adjustment. Previous payments made by DEEWR will not be adjusted.

