



Our Ref : PRN/
Your Ref :

Click here to insert the contractor's full legal

CONTRACT FOR

Dear Click here to insert name of person acting on behalf of the contractor

The Commonwealth of Australia, acting through the Department of Education, Science and Training ("DEST") [ABN 51 452 193 160], is prepared to accept your proposal to provide Click here to briefly describe the services to be provided by the contractor on the terms and conditions set out below.

1. You must provide:

[*Describe the work to be undertaken in a way that will enable the contractor to:

- know what it is expected to do; and**
- DEST to be assured that satisfactory progress is being made throughout the period of this contract and that the services supplied are of an appropriate quality.**

If necessary, specify dates by which any particular steps must be completed in the delivery of the services. It is usually not best practice to describe services by reference to annexed documents, eg, the contractor's quote or proposal. If you wish to do this, please contact Procurement, Assurance and Legal Group for advice before you start to draft the contract.

Note: contracts that involve surveys of 50 or more businesses need to take account of the requirements for clearance through the Commonwealth Government Statistical Clearing House. Businesses can include non-government schools, universities, VET providers and employers. Clearance must be obtained before a survey commences. For more information see http://destintranet/div_raeq/SAEG/research_mgt/stats_clearing_house.htm.]

2. This contract must be completed by

3. **[*if applicable, describe any other terms, eg, personnel who are required to work on the services and the work they are required to do]**

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4. The amount payable by DEST for the services is .
[*Note: if the contract is with a natural person and is for labour, the Department may be liable to make superannuation contributions on behalf of the contractor. This liability must be determined and costed in this contract. If you are not sure whether superannuation contributions are applicable to the contract contact Procurement, Assurance and Legal Group for advice.]
5. The Commonwealth agrees to pay you within 30 days of delivery, subject to acceptance of the services and receipt of tax invoice from you.
6. You agree to comply with the Information Privacy Principles in section 14 of the *Privacy Act 1988* as if you were an 'agency', as defined in that Act. You must also ensure that all your employees, sub-contractors and agents who provide services under this contract are aware of, and comply with, the Information Privacy Principles.
7. You shall indemnify the Commonwealth, its officers, employees and agents, from and against any loss or liability (including legal costs and expenses on a solicitor/own client basis) incurred or suffered by us arising from:
 - (a) any negligent, wilful or unlawful act or omission by you in connection with this contract; or
 - (b) any breach by you of your obligations under this contract.
8. You must have insurance appropriate to the delivery of the services, for example, worker's compensation insurance, public liability insurance for \$10,000,000 (ten million dollars) or more per claim, professional indemnity.

This letter forms our entire contract. It takes precedence over any proposal which you may have given us, and may only be varied if both parties agree in writing.

You should note that giving false or misleading information is a serious offence under the *Commonwealth Criminal Code*.

If you agree to the terms and conditions set out in this letter you must notify us by signing and dating where indicated at the end of this letter and returning it to DEST by [Click here to insert date for return of letter](#).

I also enclose:

- a copy of the *DEST Code of Conduct in Contracting* which is a framework for relationships between DEST and people who do business with it. Please familiarise yourself with this document; and
- a copy of your *Vendor Record Data* as recorded on the DEST payment system. Please check the details (if any) printed on the form, amend or add details to the form as necessary, and then return it to me. The information on this form will be used to make payments to you.

If you have any questions about this contract, please contact:

Name:
Phone:
Facsimile:
E-Mail:

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Yours sincerely

Click here to insert the sender's full name

Click here to insert the sender's full title, e.g. Group Manger, Branch Manager, State Manager

Click here to insert the sender's group or office name

Click here to insert the date

Click here to insert the contractor's full legal name accepts the terms and conditions of contract set out in this letter.

Signed By:

Name:	
Title:	

.....
Signature

For and on behalf of Click here to insert the contractor's full legal name

Dated this day of 20...

Note: This letter is to be signed and returned to DEST.



Australian Government

**Department of Education,
Science and Training**

**Code of Conduct
in Contracting**

DEST's Code of Conduct in Contracting

This Code provides a framework for relationships between DEST and people who do business with DEST ('business partners'). The Code complements the guide to DEST behaviours set out in Open for Business.

DEST expects that:

- its staff will observe this Code;
- its business partners will observe this Code; and
- anyone conducting business with DEST will maintain relationships based on trust which will stand up to public scrutiny.

This Code enables DEST's business partners to promote their interests knowing that they will be treated honestly and with integrity by DEST. DEST's business partners can expect a professional relationship with DEST. They can also expect prompt and proper handling of any business issues that may arise.

Businesses can be assured that DEST will expect their competitors and sub-contractors to behave according to the same rules.

If there is an apparent conflict between the operation of this Code and a formal arrangement such as a signed agreement, contract or request for tender then the terms of the formal arrangement will take precedence.

This Code recognises that all DEST staff must observe the Australian Public Service (APS) Code of Conduct and APS Values.

Issues with this Code of Conduct

DEST staff or business partners who have any issues with this code of conduct should contact:

**Communication Branch
DEST
GPO Box 9880
Canberra City ACT 2601**

**Tel: (02) 6240 7975
Fax: (02) 6240 8571
Email: stakeholderviews@dest.gov.au**

Code of Conduct in Contracting – Summary table

DEST Requires its Staff to:	DEST Expects that its Business Partners will:
<ul style="list-style-type: none"> • seek value for money for the taxpayer; • be open and fair in business dealings, subject to commercial-in-confidence, security and privacy considerations; • respond promptly to reasonable requests for advice and information; • avoid and/or declare situations where private interests conflict with public duty; • deal honestly with suppliers and be timely in paying accounts; • not solicit or accept money or other benefits from organisations seeking or having business relationship with DEST; and • comply with the APS Code of Conduct and apply the APS Values in the performance of their duties 	<ul style="list-style-type: none"> • deliver value for money; • avoid collusive practices; • protect Commonwealth material; • respond promptly to reasonable requests from DEST or its clients for advice and information; • disclose real or apparent conflicts of interests • deal honestly with DEST and comply with contractual conditions; • not make offers to DEST employees of money or other benefits; • in dealings with DEST's clients, behave in a highly ethical manner; and • cooperate with DEST's Post-Separation Employment guidelines.

Specific Guidance

Particular situations in which DEST and its business partners should exercise care include:

A. Gifts and Hospitality

Staff must not improperly use their position to gain a benefit, gift or hospitality.

Staff can only accept a benefit, gift or hospitality subject to complying with the Department's procedures.

Hospitality can include presentations, demonstrations, briefings and discussions, accompanied by breakfast, lunch or dinner. Travel and accommodation are generally not included as part of hospitality and are covered at Section B of this Code.

DEST staff are usually not entitled to use Government funds for hospitality. Approval is handled on a case-by-case basis and must be obtained in advance in accordance with the Chief Executive's Instructions.

Social contact with tenderers should be avoided during the period of a tender. Offers of hospitality and entertainment will not be accepted by DEST staff during these times.

B. Travel and Accommodation

Usually, DEST provides for the business travel and accommodation requirements of its staff. A business may only provide travel and accommodation for DEST staff in circumstances directly related to the joint business of the two parties and where the arrangement could not be seen as creating a conflict of interest for DEST staff.

Any offer by a business to pay for DEST staff to visit and view its products or services should only be accepted if there is approval by appropriate DEST senior management.

C. Conflicts of Interest

Sometimes DEST and its business partners will need to work out ways of identifying and resolving real or perceived conflicts of interest.

DEST staff should ensure that in all dealings with businesses their actions can be publicly scrutinised without the need for elaborate justification.

In such dealings a real or perceived conflict of interest may arise between an employee's private interests and that employee's duty to DEST.

Examples of such conflicts include the ownership by a DEST employee of shares in a company competing for DEST business, the unauthorised disclosure or personal use of any information which would result in insider trading, or a DEST employee engaging in dealings with the business partner that may benefit a member of the employee's family.

In cases like this, whether the conflict can be avoided or not, DEST staff should declare it promptly in writing to their supervisor. Normally, such a staff member would be excluded from any duty that could be seen to give rise to a conflict of interest.

D. Commercial-in-Confidence

Contracts with DEST provide specific guidance on the identification and treatment of confidential material, personal information and Freedom of Information requirements.

Information exchanged between DEST and its business partners is frequently given 'in-confidence'. As stated in the contracts, such information may be disclosed where there is a legal requirement to do so. For DEST this may include the requirement to disclose information to Parliament or its Committees.

DEST and businesses must not allow 'commercial-in-confidence' information to be made known to anyone who has no right to it.

Competing companies are never to be given another company's information in regard to performance specifications nor any aspects of pricing, quotation, tender, bid, nor any other commercial or proprietary information.

E. Post Separation Employment

A DEST business partner considering employing current or former DEST employees is expected to comply with DEST's Post Separation Employment guidelines.

These guidelines are intended to protect all three parties – DEST, the individual, and the prospective employer from any potential charge of impropriety or conflict of interest.

Business Partners and the Criminal Code

Anyone providing services for DEST is considered to be a Commonwealth officer for the purposes of the Criminal Code. This includes staff, agents or sub-contractors of DEST's business partners. To help prevent breaches of the Criminal Code our standard contracts warn about offences that can apply.

National Investigation Unit

DEST's staff and business partners must report suspected fraud to:

Director, National Investigations Unit
DEST
GPO Box 9880
Canberra ACT 2600

Tel: (02) 6240 8573
Fax: (02) 6240 9052