

QUESTION TAKEN ON NOTICE

BUDGET ESTIMATES HEARING: 29 and 30 May 2002

IMMIGRATION AND MULTICULTURAL AND INDIGENOUS AFFAIRS PORTFOLIO

(113) Output 1.4: Safe Haven

Senator McKiernan (L&C 393) asked, "What was the level of acceptance of the reintegration assistance package that was offered to the Kosovos who were here on safe haven visas?"

Answer:

On 24 August 1999 the Government announced the payment of a Winter Reconstruction Allowance to assist the resettlement of people who agreed to voluntarily return to Kosovo between 31 August 1999 and 30 October 1999. All who returned to Kosovo during this period accepted the Allowance.

The Allowance was paid to 2294 people representing 82 per cent of the Kosovars in Australia on Temporary Safe Haven visas at the time the Government announced the Allowance.

QUESTION TAKEN ON NOTICE

BUDGET ESTIMATES HEARING: 29 and 30 May 2002

IMMIGRATION AND MULTICULTURAL AND INDIGENOUS AFFAIRS PORTFOLIO

(114) Output 1.4: Safe Haven

Senator McKiernan (L&C 402) asked for confirmation that Output 1.4 has been more or less wound up.

Answer:

Whilst the majority of people who came to Australia in 1999 as part of the Safe Haven exercise have returned to their home countries, 165 people from this group (ie. 157 Kosovars and 8 East Timorese) have been allowed to remain in Australia on a temporary basis. This is to enable them to undergo medical treatment and psychological counselling as needed. The temporary visas for the Kosovars have been extended until around August and September 2003 at which time the Government will decide on their status according to their circumstances.

The temporary visas for one person in the East Timorese group is valid until November 2002 and the visas for the other 7 will expire at different times between May 2003 and March 2004. Their status will be decided by the Government closer to the expiry time for each case.

QUESTION TAKEN ON NOTICE

BUDGET ESTIMATES HEARING: 29 and 30 May 2002

IMMIGRATION AND MULTICULTURAL AND INDIGENOUS AFFAIRS PORTFOLIO

(115) Output 1.5: Offshore Asylum Seeker Management

Senator McKiernan/Cooney (L&C 383-384) asked, "Provide statistical data on the current status of the asylum seekers accommodated in overseas facilities? "

Answer:

Details of the asylum seeker population at offshore processing centres as at 19 June 2002 are as follows:

The total asylum seeker population located in the Nauru and Manus facilities is 1435. This is down from a peak of 1515.

There were 1095 asylum seekers on **Nauru**. The breakdown is as follows:

Adult male	745
Adult female	119
Minor male	129
Minor female	102

There were 340 asylum seekers on **Manus**. The breakdown is as follows:

Adult male	161
Adult female	63
Minor male	68
Minor female	48

Protection claims for some 1447 asylum seekers on Manus and Nauru have now been decided.

494 have been found to be refugees (34% of the total population).

953 have been found not to be refugees (66% of the total population).

71 persons have been resettled – 59 to New Zealand; 12 have been granted temporary protection in Australia.

9 asylum seekers have returned home voluntarily.

QUESTION TAKEN ON NOTICE

BUDGET ESTIMATES HEARING: 29 and 30 May 2002

IMMIGRATION AND MULTICULTURAL AND INDIGENOUS AFFAIRS PORTFOLIO

(116) Output 1.5: Offshore Asylum Seeker Management

Senator Cooney (L&C 385) asked, " Do we have the costs of the camps that have been built on these islands? Could we get details of all those things, such as the cost of the contractors and of outsourcing?"

Answer:

DIMIA has contracted the delivery of services, including construction services, at the processing centres on Nauru and Manus Island, PNG, to the International Organization for Migration (IOM). IOM has sub-contracted with a number of companies and individuals in support of their service delivery. The development and management of subcontracted services is the responsibility of IOM and the Department has no commercial relationship with the companies subcontracted by it. IOM advise that companies with a significant role in Manus and Nauru include Eurest, Chubb Security (Nauru) and Protect Security (Manus).

Actual expenditure as at the end of May 2002 is as follows:

NAURU

\$M

2.5	Departmental Costs
0.9	Escorting/Guarding
31.3	IOM
0.7	UNHCR
0.2	Other
35.6	TOTAL

MANUS

\$M

1.5	Departmental Costs
0.1	Escorting/Guarding
19.0	IOM
0.0	Other
\$20.6m	TOTAL

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BUDGET ESTIMATES HEARING: 29 and 30 May 2002

IMMIGRATION AND MULTICULTURAL AND INDIGENOUS AFFAIRS PORTFOLIO

(117) Output 1.5: Offshore Asylum Seeker Management

Senator Cooney (L&C 385) asked, " Provide a breakup of the \$114m committed to cover all of UNHCR's costs"

Answer:

The \$114m is the figure provided for in the 2001-02 Additional Estimates for funding to address unauthorised arrivals on Nauru and Manus. UNHCR costs were estimated at \$1m.

A break up of that estimate was provided in response to question on notice no. 100 asked by Senator Bartlett at the Additional Estimates hearing in February 2002.

QUESTION TAKEN ON NOTICE

BUDGET ESTIMATES HEARING: 29 and 30 May 2002

IMMIGRATION AND MULTICULTURAL AND INDIGENOUS AFFAIRS PORTFOLIO

(118) Output 1.5: Offshore Asylum Seeker Management

Senator McKiernan (L&C 389) asked, If necessary, provide an update of the response to question no.100 that was asked by Senator Bartlett at the additional estimates hearing in February 2002:

" Provide a Breakdown of the \$159.23 million into the various components."

Answer:

The breakdown of the amount given in response to Senator Bartlett's question in February 2002 has not changed.

QUESTION TAKEN ON NOTICE

BUDGET ESTIMATES HEARING: 29 and 30 May 2002

IMMIGRATION AND MULTICULTURAL AND INDIGENOUS AFFAIRS PORTFOLIO

(119) Output 1.3: Enforcement of Immigration Law

Senator McKiernan (L&C 390) asked in relation to question 101 asked by Senator McKiernan at the additional estimates hearing in February 2002, provide the costs of the charter of the aircraft.

Answer:

The cost of charters was US\$943,832.00.

QUESTION TAKEN ON NOTICE

BUDGET ESTIMATES HEARING: 29 and 30 May 2002

IMMIGRATION AND MULTICULTURAL AND INDIGENOUS AFFAIRS PORTFOLIO

(120) Output 1.3: Enforcement of Immigration Law

Senator McKiernan (L&C 393) asked, " In regard to assistance to non-Afghanis, there is a figure of 700,000 in the budget statements and there is no figure for the out years while there are out years for the assistance for Afghanis. What that does is convey to me an expectation that the non-Afghani case load will be settled within this coming financial year. Can you develop that for me?"

Answer

Funds of \$0.7m have been provided in 2002-03 for reintegration assistance for non Afghans. At this time it is difficult to foresee whether any assistance will be required for non Afghanis beyond 30 June 2003 and so funding has only been provided for that year.

QUESTION TAKEN ON NOTICE

BUDGET ESTIMATES HEARING: 29 and 30 May 2002

IMMIGRATION AND MULTICULTURAL AND INDIGENOUS AFFAIRS PORTFOLIO

(121) Output 1.5: Offshore Asylum Seeker Management

Senator Bartlett (L&C 411) asked for a copy of the AHC assessment.

Answer:

A copy of the Australian Heritage Commission assessment regarding the proposed Christmas Island Immigration Reception and Processing Centre is attached.

QUESTION TAKEN ON NOTICE

BUDGET ESTIMATES HEARING: 29 and 30 May 2002

IMMIGRATION AND MULTICULTURAL AND INDIGENOUS AFFAIRS PORTFOLIO

(122) Output 1.5: Offshore Asylum Seeker Management

Senator Crossin asked in relation to the Christmas Island detention centre and community consultation:

- a) What community consultation took place?
- b) What advertising was used to notify the community of any meeting?
- c) Were specific invitations issued to discuss the proposed detention centre?
- d) Who was invited and what form of communication was used for the invitation?
- e) How much notice was given of the meeting?
- f) Has the government established a community consultative committee to help guide the development of the centre, and if so, who is on that committee?
- g) Did the Administrator publicly state that public servants on the island were not entitled to make a submission or have a point of view?
- h) Has there been a study as to what cultural affect this centre may have on the community?
- i) What return will any construction camp have for the local community on the island once construction is completed, i.e. sports facilities, hall?

Answer:

a) - h) The Department of Transport and Regional Services has advised the following:

The Minister for Regional Services, Territories and Local Government

visited Christmas Island between 4 and 7 February 2002.

Various

informal discussions were held with the local community during this trip,

including with the Shire and the Chamber of Commerce, during which the

possibility of building a permanent IRPC was raised.

On 12 March (the day after the Government's decision) the Minister for Regional Services, Territories and Local Government again visited the Island to announce the decision and commence more detailed discussions with the local community, including discussions with the Shire and the Chamber of Commerce.

During these discussions the community indicated its support for the project and recognised the potential for local employment and

economic development. The Minister indicated the Government's commitment to building the local economy and noted there would be an emphasis on local employment.

The Administrator continues to consult regularly with the community, including through regular Administrator's Advisory Committee meetings, at which this and other issues affecting the community are discussed with community representatives.

i) It is expected that the construction camp will be removed at the completion of the IRPC construction.

QUESTION TAKEN ON NOTICE

BUDGET ESTIMATES HEARING: 29 and 30 May 2002

IMMIGRATION AND MULTICULTURAL AND INDIGENOUS AFFAIRS PORTFOLIO

(123) Output 1.5: Offshore Asylum Seeker Management

Senator Crossin asked: In relation to the Christmas Island detention centre:

- a) Provide details of the tender process.
*in particular:
 - how many tenders are there being required and what are these for?
 - when was the tender (or tenders) process advertised?
 - when does this close?
 - where was it advertised?
 - what are the specific details being required of the tender or each of the tenders?
 - is there a specific requirement that a number or percentage of people from the island be employed by the company or companies who maybe successful in the tender?
 - is there a requirement that any training undertaken be done so by the IO Group Training Company?
 - what is the mechanism for deciding the successful tenderer?
- b) Why did the Department put out management of the detention centres to private tender rather than using government employees to run the facilities?
- c) Will the tender documents set minimum ratios for the number of refugees per security officers?
- d) Does this tender document include the requirements and request for provisions of services such as security, health, educational and recreational?
- e) Will there be a requirement in all contracts to have a local employment component?
- f) What penalty clauses do these contracts have in them for the provision of:
 - additional staff
 - additional escort services to and from courts, hospitals or out of the centre for any reason
 - additional meals
 - additional refugees' place in the centre?

(* Dash points within (a) are further questions asked by Senator Crossin on 18 June 2002 when clarification sought.)

Answer:

- a) The operation of the new Christmas Island detention facility is included in the scope of the current Detention Services tender process. The final request for tender was issued 28 June 2002.

A single stage select tender process was used to select a prime contractor for the construction of the Christmas Island Immigration Reception and Processing Centre.

A short list of six companies was invited to tender and the tender closed on 23 April 2002.

Tenderers were required to complete a number of schedules which included:

- Statements of compliance with:
 - the *Equal Employment Opportunity for Women in the Workplace Act 1999*;
 - the National Code of Practice for the Construction Industry;
 - the Department of Immigration and Multicultural and Indigenous Affairs policy on illegal workers; and
 - the Commonwealth's ANZ/SME policy.
- An acknowledgment of the Commonwealth's right to conduct a financial viability check.
- Statements setting out their:
 - proven and relevant experience;
 - proposed project methodology;
 - quality assurance system;
 - capacity to undertake the work;
 - references; and
 - relevant pricing information including a fixed percentage profit margin.

There was no requirement that a number or percentage of people from Christmas Island be employed by the successful tenderer.

There was no requirement that any training undertaken be done by the Indian Ocean Group Training Company.

Tenders were assessed by a Tender Evaluation Committee which reported to a Tender Steering Committee. The Tender Steering Committee considered the findings of the Tender Evaluation Committee, and reviewed the tenders, before recommending a preferred tenderer to the Delegate, the Secretary of the Department of Immigration and Multicultural and Indigenous Affairs. The Delegate accepted the recommendation and a contract was executed with preferred tenderer on 17 June 2002.

- b) The Department has decided to test the market for the provision of detention services to establish best value for money for the Commonwealth. As both public and private sector organisations have been shortlisted to

proceed in the detention services tender process, we will not know whether the organisation is a private or public organisation until the final Request for Tender decision is made.

- c) People are detained because they are unlawful non-citizens. This does not mean that they are refugees. Indeed, many unlawful non-citizens have not applied nor ever apply for protection. The tender documents will not set ratios. The tender documentation requires delivery of services to a required standard at all times which is an outputs based model. It is not prescriptive about the level of inputs required ie staff ratios.
- d) Yes.
- e) No. However, tenderers will be requested to provide information on their ability to develop jobs and invest in regional Australia in accordance with the standard Industry Development evaluation criteria.
- f) As outlined in c) above, the Services Provider's performance will be assessed against outputs and outcomes rather than input requirements. This performance will be assessed against the Performance Linked Fee Matrix.

QUESTION TAKEN ON NOTICE

BUDGET ESTIMATES HEARING: 29 and 30 May 2002

IMMIGRATION AND MULTICULTURAL AND INDIGENOUS AFFAIRS PORTFOLIO

(124) Output 1.5: Offshore Asylum Seeker Management

Senator Crossin asked what consultation took place with Christmas Island Phosphate mine management over the selection of the detention centre site on their lease?

Answer:

The Department of Transport and Regional Services has advised that: PRL was not specifically consulted on the decision to locate the Immigration Reception and Processing Centre at North West Point.

QUESTION TAKEN ON NOTICE

BUDGET ESTIMATES HEARING: 29 and 30 May 2002

IMMIGRATION AND MULTICULTURAL AND INDIGENOUS AFFAIRS PORTFOLIO

(125) Output 1.5: Offshore Asylum Seeker Management

Senator Crossin asked:

- a) What alternative sites were considered on the island?
- b) If there were alternate sites considered, what was the logic behind the selection of the current site?

Answer:

- a) The Department of Transport and Regional Services has advised that:

Three sites were considered: Phosphate Hill; Mining Lease 106 near Wharton Hill; and Mining Lease 138 near North West Point.

- b) The Department of Transport and Regional Services has advised that:

The Phosphate Hill site was rejected as not being large enough to meet

DIMIA requirements and also as a consequence of community concern. The Mining Lease 106 site was rejected because of its proximity to the mooted spaceport; its unsuitable ground conditions; the prevalence of mosquitoes and the possibility of consequent health issues; and its lack of sea breezes, which would increase the requirement for air conditioning at the facility. The Mining Lease 138 site avoids these disadvantages.

QUESTION TAKEN ON NOTICE

BUDGET ESTIMATES HEARING: 29 and 30 May 2002

IMMIGRATION AND MULTICULTURAL AND INDIGENOUS AFFAIRS PORTFOLIO

(126) Output 2.1: Settlement Services

Senator McKiernan (L&C 427) asked, " On page 89 of the PBS, the detail in regard to settlement services output 2.1 shows that there is projected to be a decrease in funding for settlement services from \$47,873,000 to \$45,682,000. Can you detail what this is about?"

Answer:

The settlement services estimates for 2001-02 and 2002-03 presented in the 2002-03 Portfolio Budget Statements (PBS) reflect a variation in the estimated levels of activity for the Integrated Humanitarian Settlement Strategy (IHSS).

At the time of preparation of the PBS it was estimated that the number of persons to be assisted under IHSS in 2001-02 would be approximately 6,240. This was a full year estimate based on the actual number of arrivals in the year to date to February 2002. February was the most recent completed month at the time the PBS was prepared. It was estimated, at that time, that the number of persons to be assisted under IHSS in 2002-03 would be approximately 5,300.

The decrease in estimated activity (and hence funding, as reflected in the PBS at page 89) is due to this estimated fall in the number of persons to be assisted under the IHSS in 2002-03. However, if the actual level of activity during 2002-03 is higher than estimated DIMIA will, under the terms of the Purchasing Agreement with the Department of Finance and Administration, receive additional funding.

QUESTION TAKEN ON NOTICE

BUDGET ESTIMATES HEARING: 29 and 30 May 2002

IMMIGRATION AND MULTICULTURAL AND INDIGENOUS AFFAIRS PORTFOLIO

(127) Output 2.1: Settlement Services

Senator McKiernan (L&C page 427) asked for a breakdown of the funding for settlement services.

Answer:

Direct settlement services encompass the following elements:

- Adult Migrant English Program (AMEP) tuition in teaching centres and community venues;
- Community Settlement Services Scheme (CSSS) Grants;
- Funding for Migrant Resource Centres and Migrant Service Agencies (MRCs/MSAs);
- Integrated Humanitarian Settlement Strategy;
- Translating and Interpreting Services (TIS); and
- Other funding for expenses such as settlement planning, settlement information and grants training.

The following table provides the estimated expenditure outcome for 2001-02 and budget allocation for 2002-03 for these components.

Service	Expected Outcome 2001-02 (\$m)	Budget Allocation 2002-03 (\$m)
AMEP	102.8	104.4
CSSS	15.3	16.5
MRCs/MSAs	9.2	9.5
IHSS	20.3	18.2
TIS*	28.1	29.2
Other	21.1	21.0

* Translating and interpreting services funding includes Revenue under section 31 of the Financial Management and Accountability Act as well as allocations for fee-free translating and interpreting services for eligible clients.

QUESTION TAKEN ON NOTICE

BUDGET ESTIMATES HEARING: 29 and 30 May 2002

IMMIGRATION AND MULTICULTURAL AND INDIGENOUS AFFAIRS PORTFOLIO

(128) Output 2.1: Settlement Services

Senator McKiernan (L&C 429) asked whether the 37 contracts represent a marked decrease in the number of organisations involved in the delivery of services within the IHSS

Answer:

The Integrated Humanitarian Settlement Strategy (IHSS) model focuses on providing initial settlement support to humanitarian entrants. These services are delivered through a national network of contractors. Prior to the introduction of the IHSS, humanitarian settlement services were delivered through a grants based system and were funded through 250 Community Refugee Settlement Scheme (CRSS) groups in conjunction with humanitarian worker grants funded by the Community Settlement Services Scheme.

A number of the contracted organisations currently delivering IHSS were previously involved in providing settlement services through the humanitarian worker grants. Similarly, the previous 250 CRSS groups have either registered under the new Community Support for Refugees service (100 to date) or are directly assisting contracted service provider organisations.

Settlement support to humanitarian entrants under the IHSS is now provided on a more uniformly comprehensive basis across the country to eligible clients who access the program than was the case pre-IHSS.

QUESTION TAKEN ON NOTICE

BUDGET ESTIMATES HEARING: 29 and 30 May 2002

IMMIGRATION AND MULTICULTURAL AND INDIGENOUS AFFIARS PORTFOLIO

(129) Output 2.1: Settlement Services

Senator McKiernan (L&C 429) asked if there was still a voluntary sector operating within the delivery of IHSS.

Answer:

In developing and refining the IHSS model particular attention was paid to maintaining and wherever possible increasing the role played by volunteers in supporting refugees to settle in Australia.

An individual wishing to work as a volunteer in settling refugees can do so by either being part of a registered Community Support for Refugees (CSR) group or working directly with IHSS service providers.

Since the introduction of IHSS there has been a steady increase in the number of CSR registrations. There are currently 100 registered CSR groups comprising 620 members nationally.

Contracted IHSS service providers are required to accommodate the interests of volunteers in delivering their services and to develop and maintain cooperative and collaborative relationships with volunteers and volunteer groups.

QUESTION TAKEN ON NOTICE

BUDGET ESTIMATES HEARING: 29 and 30 May 2002

IMMIGRATION AND MULTICULTURAL AND INDIGENOUS AFFAIRS PORTFOLIO

(130) Output 2.1: Settlement Services

Senator McKiernan (L&C 429-430) asked:

- a) Provide details of where, geographically, the new contracting arrangements are operating.
- b) Also the areas where volunteer groups are continuing to assist in a voluntary capacity and whether there was any particular recognition that the department gave to these particular groups coinciding with the year of the volunteer, which was last year.

Answer:

- a) Contracted services through the Integrated Humanitarian Settlement Strategy are based in the following areas:

New South Wales	Sydney, Wagga-Wagga, Newcastle Wollongong and Coffs Harbour
Victoria	Melbourne and Geelong
South Australia	Adelaide
Queensland	Brisbane, Logan, Beenleigh, Gold Coast, Cairns, Townsville and Toowoomba
Western Australia	Perth
Tasmania	Hobart and Launceston
ACT	Canberra
Northern Territory	Darwin

- b) Community Support for Refugees (CSR) groups are continuing to assist on a volunteer basis. These groups can act independently or through contracted service providers. To date 100 groups have registered and are working in all States and Territories as follows:

State/Territory	Total number of CSR groups
New South Wales	21
Victoria	15
South Australia	2
Queensland	13
Western Australia	16
Tasmania	20
ACT	6
Northern Territory	7

The United Nations *International Year of Volunteers (IYV)* in 2001 provided an opportunity to recognise and acknowledge the ongoing work and commitment of volunteers participating in the Department's programs such as the Community Refugee Settlement Scheme (CRSS), Community Services Settlement Scheme (CSSS), Migrant Resource Centre (MRC)/Migrant Service Agency (MSA), and the Adult Migrant English Program (AMEP).

IYV activities in May 2001 focused on '*Celebrate the Diversity of Volunteering*'. This encompassed National Volunteers Week, and included '*unrecognised*' volunteering. Celebrations also recognised varying concepts of volunteering in indigenous and multicultural communities.

To celebrate and publicly recognise the work of the Department's volunteers in May 2001, the Department's state and territory offices held celebratory functions. Approximately 1200 volunteers were invited to attend these functions throughout Australia. IYV pins and Certificates of Appreciation (signed by the Minister) were presented to all volunteers who attended.

QUESTION TAKEN ON NOTICE

BUDGET ESTIMATES HEARING: 29 and 30 May 2002

IMMIGRATION AND MULTICULTURAL AND INDIGENOUS AFFAIRS PORTFOLIO

(131) Output 2.1: Settlement Services

Senator Cooney (L&C 430) asked for a copy of all outsourcing contracts, including costs.

Answer:

This question has been interpreted as being linked to the immediately preceding questions asked by Senator McKiernan relating to the Integrated Humanitarian Settlement Strategy (IHSS). The IHSS involves 38 contracts around Australia for provision of settlement services to eligible humanitarian entrants. The contracts for services include:

- Initial information and orientation assistance;
- Accommodation support;
- Household formation support;
- Early health assessment and intervention;
- Community support for refugees;
- Proposer support; and
- Service provider support.

A list of the contracts by State and Territory with details of the services provided, time frame and contract price is attached. Also attached are two proformas of contracts used for IHSS services. The IHSS contracts have been signed on a rolling basis since July 2000 and during that time amendments were made to the standard departmental contract. The latest contracts signed have reflected the amended standard form of contract.

INTEGRATED SETTLEMENT SERVICES STRATEGY CONTRACTS

State/ Territory	DESCRIPTION OF CONTRACT SERVICES	NAME OF CONTRACTOR	START DATE	FINISH DATE	CONTRACT VALUE
NSW	Early Health Assessment and Intervention Services for Humanitarian Program Entrants-IHSS (NSW)	Service for the Treatment and Rehabilitation of Torture and Trauma Survivors (STTARS)	14-Jul-2000	30-Jun-2003	\$3,534,918.00
NSW	Household Formation Support	The Trustees of The Society of St Vincent De Paul (NSW)	20-Jun-2001	30-Aug-2004	\$2,438,106.00
NSW	Initial Information and Orientation Assistance IHSS	MRC Association - NSW	19-Jul-2001	18-Jun-2003	\$1,188,800.00
NSW	Proposer Support - IHSS	MRC Association - NSW	06-Feb-2002	19-Jul-2004	\$206,600.00
NSW	Accommodation Support-IHSS	MRC Association - NSW	06-Feb-2002	06-Sep-2002	\$148,350.00
NSW	Initial Information and Orientation Assistance and Proposer Support - IHSS	Anglicare Migrant Services	23-Jul-2001	22-Jun-2003	\$1,194,100.00
NSW	Initial Information and Orientation Assistance, Accommodation Support-IHSS	The Ethnic Communities Council of Wagga Wagga Inc	04-Sep-2001	03-Sep-2003	\$108,000.00
VIC	Early Health Assessment and Intervention Services for Humanitarian Program Entrants-IHSS (VIC)	Victorian Foundation for the Survivors of Torture (VFST)	17-Jul-2000	30-Jun-2003	\$2,299,725.00
VIC	Assistance, Accommodation Support, Household Formation Support - IHSS	Geelong Ethnic Communities Council Inc. (VIC)	16-Oct-2000	30-Jun-2003	\$342,222.00
VIC	Initial Information and Orientation Assistance, Proposer Support, Accommodation support - IHSS	Migrant Information Centre, Eastern Melbourne (VIC)	27-Jun-2001	30-Jun-2004	\$210,330.00
VIC	Initial Information and Orientation Assistance and Proposer Support-IHSS	The New Hope Foundation Inc.(VIC)	27-Jun-2001	30-Jun-2004	\$813,720.00
VIC	Household Formation Support-IHSS	Society of St Vincent De Paul (VIC)	01-Jul-2001	01-Jun-2004	\$1,832,952.00
VIC	Initial Information and Orientation Assistance and Proposer Support-IHSS	Migrant Resource Centre (North East) VIC	20-Jul-2001	30-Jun-2004	\$644,340.00
VIC	Initial Information and Orientation Assistance and Proposer Support	South Eastern Region Migrant Resource Centre Inc. and Springvale Community Aid and Advice Bureau Inc.	21-Aug-2001	30-Jun-2004	\$577,200.00
VIC	Initial Information and Orientation Assistance, Accommodation Support, Proposer Support, Household Support, Service Support - IHSS	Torture and Trauma Survivors Service of the Northern Territory Inc	29 Jan-2002	28-Jan-2004	\$470,376.00
QLD	Household Formation Support under the Integrated Humanitarian Settlement Strategy	Society Of Saint Vincent De Paul State Council of Queensland	04-Jun-2001	30-Jun-2004	\$534,694.29
QLD	Assistance and Proposer Support under the Integrated Humanitarian Settlement Strategy	Multicultural Development Association Inc. (QLD)	23-May-2001	30-Jun-2004	\$1,078,080.00
QLD	Early Health Assessment and Intervention Services for Humanitarian Program Entrants-IHSS (QLD)	Queensland Program of Assistance to Survivors of Torture and Trauma Inc (QPASTT)	13-Jul-2000	30-Jun-2003	\$1,507,422.00
QLD	Initial Information & Orientation Assistance, Accommodation Support, Household Formation(temp) & Proposer Support - IHSS	Access Inc (QLD)	05-Feb-2001	30-Jun-2003	\$150,216.00

QLD	Initial Information and Orientation Assistance, Accommodation Support, and Proposer Support-IHSS	Townsville Multicultural Support Group Inc. (QLD)	25-Jun-2001	30-Jun-2002	\$44,300.00
QLD	Initial Information and Orientation Assistance, Accommodation Support, and Proposer Support-IHSS	The Roman Catholic Trust Corporation for the Diocese of Cairns Operation as Centacare Cairns	04-Jul-2001	30-Jun-2002	\$82,500.00
QLD	Initial Information and Orientation Assistance, Accommodation Support and Proposers' Support	Anglicare Western Region - Toowoomba	13-Nov-2001	12-Nov-2004	\$111,150.00
SA	Early Health Assessment and Intervention Services for Humanitarian Program Entrants-IHSS (SA)	Survivors of Torture and Trauma Assistance and Rehabilitation Service (STTARS)	24-Jul-2000	30-Jun-2003	\$1,384,332.00
SA	Initial Information & Orientation Assistance & Accommodation Support IHSS	Migrant Resource Centre of South Australia Inc (SA)	03-Oct-2000	30-Jun-2003	\$956,130.00
SA	Household Formation Support & Proposer's Support - IHSS	Australian Refugee Association Incorporated (SA)	03-Oct-2000	30-Jun-2003	\$446,418.00
WA	Early Health Assessment and Intervention Services for Humanitarian Program Entrants-IHSS (WA)	Association for Services to Torture and Trauma Survivors (ASeTTS)	26-Jul-2000	30-Jun-2003	\$1,729,206.00
WA	Accommodation Support	The Gowrie (WA) Inc	08-Jan-2001	30-Jun-2003	\$160,880.00
WA	Household Formation Support - IHSS	Society of St Vincent De Paul (Western Australia) Inc	18-Dec-2000	30-Jun-2003	\$891,990.00
WA	Initial Information and Orientation Assistance - IHSS	Catholic Migrant Centre (WA)	20-Nov-2000	30-Jun-2003	\$343,296.00
WA	Initial Information and Orientation Assistance - IHSS	Northern Suburbs Migrant Resource Centre (WA)	20-Nov-2000	30-Jun-2003	\$551,250.00
WA	Accommodation Support	Haden F M Pty Limited	30-Aug-2001	30-Mar-2002	\$300,000
TAS	Early Health Assessment and Intervention Services for Humanitarian Program Entrants-IHSS (TAS)	Migrant Resource Centre (Southern Tasmania) Inc - Pheonix Centre	28-Jul-2000	30-Jun-2003	\$370,191.00
TAS	Initial Information and Orientation Assistance, Accommodation Support, Household Formation Support and Proposer Support	Migrant Resource Centre Tasmania Ltd.	01-Mar-2001	30-Jun-2003	\$599,278.00
NT	Early Health Assessment and Intervention Services for Humanitarian Program Entrants-IHSS (NT)	Torture and Trauma Survivors Service of the Northern Territory Inc	15-Aug-2000	30-Jun-2003	\$209,835.00
ACT	Provision of Property management and Ancillary Service for Migrant Transitory Accommodation.	Haden F M Pty Limited	01-Mar-2001	31-Aug-2002	\$2,900,000.00
ACT	Early Health Assessment and Intervention Services for Humanitarian Program Entrants-IHSS (ACT)	Torture Rehabilitation and Network Service ACT Inc (TRANSACT)	20-Jul-2000	30-Jun-2003	\$333,702.00
ACT	Initial Information and Orientation Assistance, Accommodation Support, Household Formation Support and Proposer Support-IHSS	CENTACARE AS AGENT OF THE ROMAN CATHOLIC TRUST CORPORATION FOR THE DIOCESE OF CANBERRA	04-May-2001	30-Jun-2004	\$222,120.00
ACT	Service Support Provider	Deakin University in Association with MRC North East and Myriad Consultants	3-May-2002	5-May-2003	\$692,660.00

COMMERCIAL-IN-CONFIDENCE



CONTRACT BETWEEN

COMMONWEALTH OF AUSTRALIA

AND

**insert name of organisation
and
insert name of organisation**

in relation to Contract Services for
insert service types

under the
INTEGRATED HUMANITARIAN SETTLEMENT STRATEGY

COMMERCIAL-IN-CONFIDENCE

COMMERCIAL-IN-CONFIDENCE

TABLE OF CLAUSES

1. INTERPRETATION
2. PROVISION OF CONTRACT SERVICES
3. FEES, ALLOWANCES AND ASSISTANCE
4. ENTIRE AGREEMENT AND VARIATION
5. SUB-CONTRACTING
6. SPECIFIED PERSONNEL
7. LIAISON
8. CONTRACT MATERIAL
9. COMMONWEALTH MATERIAL
10. INTELLECTUAL PROPERTY RIGHTS
11. DISCLOSURE OF INFORMATION
12. PRIVACY
13. CRIMES
14. COMPLIANCE WITH COMMONWEALTH POLICIES
15. ACCESS BY ANAO
16. INDEMNITY
17. INSURANCES
18. CONFLICT OF INTEREST
19. ACCESS TO CONTRACTOR'S PREMISES
20. NEGATION OF EMPLOYMENT, PARTNERSHIP AND AGENCY
21. TERMINATION AND REDUCTION
22. DEFAULT
23. WAIVER
24. COMPLIANCE WITH THE LAW
25. DISPUTE RESOLUTION
26. TAXES, DUTIES AND GOVERNMENT CHARGES
27. JOINT AND SEVERAL OBLIGATIONS
28. ASSIGNMENT AND NOVATION
29. SEVERABILITY
30. APPLICABLE LAW
31. NOTICES
32. AUTHORITY TO SIGN

SCHEDULES

- Schedule 1 CONTRACTOR OBLIGATION AND WORK TO BE PERFORMED
- Schedule 2 COMMONWEALTH OBLIGATIONS

COMMERCIAL-IN-CONFIDENCE

Page 2

'Confidential Information' means information that:

- (a) is by nature confidential;
- (b) is designated by the Commonwealth as confidential; or
- (c) the Contractor knows or ought to know is confidential; but does not include information which:
 - (i) is or becomes public knowledge other than by breach of this Contract;
 - (ii) is in the possession of the Contractor without restriction in relation to disclosure before the date of receipt from the Commonwealth; or
 - (iii) has been independently developed or acquired by the Contractor;

'Contract Services' means the services described in Schedule 1;

'Contractor' means

- (a) Migrant Resource Centre (Northern Tasmania) Inc; and
 - (b) Migrant Resource Centre (Southern Tasmania) Inc;
- and shall, where the context so admits, include the officers, employees, agents and authorised sub-contractors of the Contractor;

'Contract Material' means all Material:

- (a) brought into existence for the purposes of performing the Contract Services;
- (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);

'Intellectual Property' includes all copyright and neighbouring rights, all rights in relation to inventions (including patent rights), plant varieties, registered and unregistered trademarks (including service marks), registered designs, Confidential Information (including trade secrets and know how) and circuit layouts, and all other rights resulting from intellectual activity in the industrial, scientific, literary or artistic fields;

'Material' includes documents, equipment, software, goods, information and data stored by any means;

'Project Officer' means the person for the time being holding, occupying or performing the duties of the office of the Department specified in Schedule 2 or any other person specified by the Secretary in writing and notified to the Contractor;

'Secretary' means the person for the time being holding, occupying or performing the duties of the office of Secretary to the Department and any other person designated in writing by that person to perform any function or to exercise any of the powers of the Secretary under this Contract.

'Specified Personnel' means the personnel specified in Schedule 1 as personnel required to

COMMERCIAL-IN-CONFIDENCE

Page 3

undertake the Contract Services or part of the work constituting the Contract Services.

- 1.2 Words importing a gender include any other gender.
- 1.3 Words in the singular number include the plural and words in the plural number include the singular.
- 1.4 Clause headings in this Contract are for convenient reference only and have no effect in limiting or extending the language of the provisions to which they refer.
- 1.5 Schedules 1 and 2 (and annexures if any) form part of this Contract. In the event of any conflict between the terms and conditions contained in the clauses of the Contract and any part of the Schedules (and annexures if any) then the terms and conditions of the clauses of the Contract shall take precedence.
- 1.6 A reference to a Schedule is reference to a Schedule to this Contract and includes such Schedule as amended or replaced from time to time by agreement in writing between the parties.

2. PROVISION OF CONTRACT SERVICES

- 2.1 The Contractor shall perform the Contract Services (including the preparation of Contract Material) in accordance with Schedule 1 at the standard required by the performance criteria specified in Schedule 1.
- 2.2 Where the Contractor is assigned Commonwealth officers to work with the Contractor in the provision of the Contract Services and thereby to acquire certain specialist skills possessed by the Contractor, the Contractor shall ensure the transfer to those officers of the Contractor's relevant specialist skills.
- 2.3 The Contractor shall perform the Contract Services at the times and in the manner specified in Schedule 1.

3 FEES, ALLOWANCES AND ASSISTANCE

- 3.1 The Commonwealth shall pay to the Contractor the fees and any allowances, meet costs and provide assistance as specified in Schedule 2. (The Commonwealth's standard terms are that the fee payable by the Commonwealth is payable, subject to acceptance, 30 days after the receipt of a correctly rendered invoice and following delivery of the Contract Services).
- 3.2 Where Schedule 2 provides that the Contractor is to be paid by progressive instalments, the Commonwealth shall be entitled, without derogating from any other right it may have, to defer payment of an instalment until the Contractor has completed to the satisfaction of the Commonwealth that part of the Contract Services to which that instalment relates.
- 3.3 The Contractor shall submit invoices for payment in the manner specified in Schedule 1.

COMMERCIAL-IN-CONFIDENCE

Page 4

4 ENTIRE AGREEMENT AND VARIATION

- 4.1 This Contract constitutes the entire agreement between the parties and supersedes all communications, negotiations, arrangements and agreements, whether oral or written, between the parties with respect to the subject matter of this Contract.
- 4.2 No agreement or understanding varying or extending this Contract, including (without limitation) in particular the scope of the Contract Services in Schedule 1, shall be legally binding upon either party unless in writing and signed by both parties.

5 SUB-CONTRACTING

- 5.1 The Contractor shall not, without the prior written approval of the Commonwealth, sub-contract the performance of any part of the Contract Services. In giving written approval, the Commonwealth may impose such terms and conditions as it thinks fit.
- 5.2 The Contractor shall be fully responsible for the performance of the Contract Services notwithstanding that the Contractor has sub-contracted the performance of any part of those services.
- 5.3 Despite any approval given by the Commonwealth, the Contractor shall be responsible for ensuring the suitability of a sub-contractor for the work proposed to be carried out and for ensuring that such work meets the requirements of the Contract.

6 SPECIFIED PERSONNEL

- 6.1 The Contractor shall ensure that the Specified Personnel undertake work in respect of the Contract Services in accordance with the terms of this Contract.
- 6.2 The Contractor's personnel, including Specified Personnel, shall act, in all the circumstances, in a fit and proper manner.
- 6.3 Where Specified Personnel are unable to undertake work in respect of the Contract Services, the Contractor shall notify the Commonwealth immediately. The Contractor shall, if so requested by the Commonwealth, provide replacement personnel acceptable to the Commonwealth at no additional charge and at the earliest opportunity.
- 6.4 The Commonwealth may, at its absolute discretion, give notice requiring the Contractor to remove personnel (including Specified Personnel) from work in respect of the Contract Services. The Contractor shall, at its own cost, promptly arrange for the removal of such personnel from work in respect of the Contract Services and their replacement with personnel acceptable to the Commonwealth.
- 6.5 Any need to replace any of the Contractor's personnel (including Specified Personnel) during the course of the Contract shall not constitute an act or event that is beyond the reasonable control of the Contractor in meeting the requirements of the Contract.
- 6.6 If the Contractor is unable to provide acceptable replacement personnel the Commonwealth may terminate this Contract in accordance with the provisions of clause 22.

COMMERCIAL-IN-CONFIDENCE

Page 5

7 LIAISON

- 7.1 The Contractor shall liaise with and report to the Project Officer as reasonably required by the Project Officer during the period of this Contract.
- 7.2 The Contractor shall nominate from time to time a person who has authority to receive and sign notices and written communications for the Contractor under this Contract and accept any request or direction in relation to the Contract Services.

8 CONTRACT MATERIAL

- 8.1 Ownership of all Contract Material shall vest in the Commonwealth upon creation.
- 8.2 Upon the expiration or earlier termination of this Contract the Contractor shall deliver to the Department all Contract Material remaining in its possession.
- 8.3 The preceding sub-clauses of this clause apply subject to any stipulation to the contrary in Item 10 of Schedule 1.

9 COMMONWEALTH MATERIAL

- 9.1 Ownership of all Commonwealth Material remains vested at all times in the Commonwealth.
- 9.2 Upon the expiration or earlier termination of this Contract, the Contractor shall return to the Department all Commonwealth Material remaining in its possession.
- 9.3 The preceding sub-clauses of this clause apply subject to any stipulation to the contrary in Item 10 of Schedule 1.
- 9.4 The Contractor shall ensure that the Commonwealth Material is used, copied, supplied, or reproduced only for the purposes of this Contract.
- 9.5 The Contractor shall use the Commonwealth Material strictly in accordance with any conditions or restrictions set out in Item 10 of Schedule 1, or notified from time to time in writing by the Commonwealth.

10 INTELLECTUAL PROPERTY RIGHTS

- 10.1 Subject to this clause, Intellectual Property in all Contract Material vests immediately in the Commonwealth.
- 10.2 Sub-clause 10.1 does not affect the ownership of Intellectual Property in any existing Material which is specified in Item 10 of Schedule 1. However, the Contractor grants to the Commonwealth a permanent, irrevocable royalty-free, non-exclusive licence (including a right of sub-licence) to use, reproduce, adapt and exploit the Material anywhere in the world. Notwithstanding Part VII of the Copyright Act 1968, publication of the Material in accordance

COMMERCIAL-IN-CONFIDENCE

Page 6

with this licence shall not affect such ownership.

- 10.3 If requested by the Commonwealth to do so, the Contractor shall bring into existence, sign, execute or otherwise deal with any document which may be necessary or desirable to give effect to this clause.
- 10.4 The Contractor warrants that it is entitled, or will be entitled or will procure that it is entitled at the relevant time, to deal with the Intellectual Property in any Contract Material in the manner provided for in this clause.
- 10.5 The Contractor shall at all times indemnify and hold harmless the Commonwealth, its officers, employees and agents (in this clause referred to as 'those indemnified') from and against any loss (including legal costs and expenses on a solicitor/own client basis) or liability incurred or suffered by any of those indemnified arising from any claim, suit, demand, action or proceeding by any person in respect of any infringement of Intellectual Property rights by the Contractor, its officers, employees, agents or sub-contractors in the course of, or incidental to, performing the Contract Services or the use by the Commonwealth of the Contract Material.
- 10.6 The indemnity referred to in sub-clause 10.5 shall survive the expiration or termination of this Contract.

11 DISCLOSURE OF INFORMATION

- 11.1 The Contractor shall not, without the prior written approval of the Commonwealth, disclose to any person other than the Commonwealth, any Confidential Information contained in Commonwealth Material or Contract Material. In giving written approval the Commonwealth may impose such terms and condition as it thinks fit.
- 11.2 The Commonwealth may at any time require the Contractor to give and to arrange for its officers, employees, agents and sub-contractors engaged in the performance of the Contract Services to give written undertakings, in a form required by the Commonwealth, relating to the non-disclosure of such confidential information. The Contractor shall promptly arrange for all such undertakings to be given.
- 11.3 The obligation on the Contractor under this clause shall not be taken to have been breached where the information referred to is legally required to be disclosed.
- 11.4 This clause shall survive the expiration or termination of this Contract.

12 PRIVACY ACT 1988 (Commonwealth)

- 12.1 The Contractor agrees with respect to all services to be performed under this Contract:
 - (a) to comply with the Information Privacy Principles set out in section 14 of the Privacy Act 1988 ('the Act') which concern the security, use and disclosure of personal information to the extent that the content of those principles apply to the types of activities the Contractor is undertaking under this Contract, as if it were a record-

COMMERCIAL-IN-CONFIDENCE

Page 7

keeper as defined in the Act;

- (b) to cooperate with any reasonable demands or inquiries made by the Privacy Commissioner;
- (c) to ensure that any person who has an access level which would enable that person to obtain access to any personal information (as defined in the Act) is made aware of, and undertakes in writing, to observe the Information Privacy Principles referred to in paragraph (a) above;
- (d) to comply in so far as is practicable with any policy guidelines laid down by the Commonwealth or issued by the Privacy Commissioner from time to time relating to the handling of personal information;
- (e) to comply as far as practicable with any reasonable direction of the Project Officer to observe any recommendation of the Privacy Commissioner relating to any acts or practices of the Contractor that the Privacy Commissioner considers breach the obligation in paragraph (a) above; and
- (f) to indemnify the Commonwealth in respect of any loss, liability or expense suffered or incurred by the Commonwealth arising out of or in connection with a breach of the obligations of the Contractor under this clause 12 or any misuse of personal information by the Contractor or any disclosure by the Contractor in breach of an obligation of confidence whether arising under the Act or otherwise.

13 CRIMES ACT 1914 (Commonwealth)

13.1 The Contractor:

- (a) acknowledges that it is aware of the provisions of section 79 of the Crimes Act 1914 relating to official secrets; and
- (b) undertakes with respect to any officer, employee, agent or sub-contractor who will have access to documents, materials or information within the meaning of the section that prior to having such access the said officer, employee, agent or sub-contractor will first be required by the Contractor to provide the Contractor with an acknowledgment that such officer, employee, agent or sub-contractor is aware of the provisions of the section.

14 COMPLIANCE WITH COMMONWEALTH POLICIES

14.1 The Contractor must, when using the Commonwealth's premises or facilities, comply with all reasonable directions and Departmental procedures relating to occupational health (including the Commonwealth's smoke free work place policy), safety and security in effect at those premises or in regard to those facilities, as notified by the Commonwealth or as might reasonably be inferred from the use to which the premises or facilities are being put.

14.2 The Contractor must comply with its obligations, if any, under the Affirmative Action (Equal

COMMERCIAL-IN-CONFIDENCE

Page 8

Employment Opportunity for Women) Act 1986 and must not enter into a sub-contract under this Contract with a sub-contractor named by the Director of Affirmative Action as an employer currently not complying with the Act.

14.3 The Contractor will comply with the principles and practices of the Charter of Public Service in a Culturally Diverse Society, with particular reference to the DIMA *Workplace Diversity Program*, including appropriate behaviour as set out in the *Workplace Behaviour Strategy*.

14.4 Without in any way limiting clause 24, the Contractor acknowledges that:

- (a) it is bound by regulation 9 of the Public Service Regulations which deals with the protection of an Australian Public Service (APS) employee from victimisation or discrimination where the APS employee has reported a breach of the APS Code of Conduct;
- (b) the Contractor agrees to provide all reasonable assistance to the Commonwealth with any investigation of a report by an APS employee of a breach of the APS Code of Conduct.

Note: A breach of the DIMA Principles of Good Conduct may also be a breach of the APS Code of Conduct."

15 ACCESS BY ANAO

15.1 The Auditor-General or a delegate of the Auditor-General, for the purpose of performing the Auditor-General's statutory functions, may, at reasonable times and on giving reasonable notice to the Contractor:

- (a) require the provision by the Contractor, its employees, agents or sub-contractors, of records and information which are directly related to the contract;
- (b) have access to the premises of the contractor for the purposes of inspecting and copying documentation and records, however stored, in the custody or under the control of the Contractor, its employees, agents or sub-contractors which are directly related to the contract; and where relevant
- (c) inspect any Commonwealth assets held on the premises of the Contractor.

15.2 The Contractor shall ensure that any subcontract entered into for the purpose of this Contract contains equivalent clauses granting the rights specified in these clauses.

15.3 These clauses apply for the term of the Contract and for a period of five years from the date of expiration or termination of this Contract.

16 INDEMNITY

16.1 Subject to the provisions of this Contract, the Contractor shall at all times indemnify and hold harmless the Commonwealth, its officers, employees and agents (in this clause referred to as "those indemnified") from and against any loss (including legal costs and expenses on a solicitor/own client basis), or liability, reasonably incurred or suffered by any of those indemnified arising from any claim, suit, demand, action or proceeding by any person against

COMMERCIAL-IN-CONFIDENCE

Page 9

any of those indemnified where such loss or liability was caused by any wilful, unlawful or negligent act or omission of the Contractor, its officers, employees, agents or sub-contractors in connection with this Contract.

- 16.2 The Contractor's liability to indemnify the Commonwealth under sub-clause 16.1 shall be reduced proportionally to the extent that any act or omission of the Commonwealth or its officers, employees or agents contributed to the loss or liability.
- 16.3 The indemnity referred to in sub-clause 16.1 shall survive the expiration or termination of this Contract.

17. INSURANCE

- 17.1 The Contractor shall, for so long as any obligations remain in connection with this Contract, effect and maintain insurance as specified in Schedule 1.
- 17.2 Wherever requested, the Contractor shall provide the Commonwealth with a copy of any insurance policy effected in accordance with sub-clause 17.1 and a certificate of currency.

18. CONFLICT OF INTEREST

- 18.1 The Contractor warrants that, to the best of its knowledge after making diligent inquiry, at the date of signing this Contract no conflict of interest exists or is likely to arise in the performance of its obligations under this Contract by itself or by any of its officers, employees, agents or sub-contractors.
- 18.2 If during the term of this Contract a conflict of interest arises, or appears likely to arise, the Contractor undertakes to notify the Commonwealth immediately in writing and to take such steps as the Commonwealth may reasonably require to resolve or otherwise deal with the conflict. If the Contractor fails to notify the Commonwealth or is unable or unwilling to resolve or deal with the conflict as required, the Commonwealth may terminate this Contract in accordance with the provisions of clause 22.
- 18.3 The Contractor shall not, and shall ensure that any officer, employee, agent or sub-contractor of the Contractor does not, engage in any activity or obtain any interest during the course of this Contract that is likely to conflict with or restrict the Contractor in providing the Contract Services to the Commonwealth fairly and independently.

19. ACCESS TO CONTRACTOR'S PREMISES

- 19.1 The Contractor shall at all reasonable times give to the Project Officer or to any persons authorised in writing by the Secretary, access to premises occupied by the Contractor where the Contract Services are being undertaken and shall permit those persons to inspect the performance of the Contract Services and any Commonwealth Material, Contract Material or other material relevant to the Contract Services.

20. NEGATION OF EMPLOYMENT, PARTNERSHIP AND AGENCY

COMMERCIAL-IN-CONFIDENCE

Page 10

- 20.1 The Contractor shall not represent itself, and shall ensure that its officers, employees, agents and sub-contractors do not represent themselves, as being an officer, employee, partner or agent of the Commonwealth, or as otherwise able to bind or represent the Commonwealth.
- 20.2 The Contractor shall not by virtue of this Contract be or for any purpose be deemed to be an officer, employee, partner or agent of the Commonwealth, or as having any power or authority to bind or represent the Commonwealth.

21. TERMINATION AND REDUCTION

- 21.1 The Commonwealth may, at any time by written notice, terminate this Contract, in whole or in part. If this Contract is so terminated, the Commonwealth shall be liable only for:
- (a) payments under the payment provisions of this Contract for contract services rendered before the effective date of termination; and
 - (b) subject to sub-clauses 21.3 and 21.4 any reasonable costs incurred by the Contractor and directly attributable to the termination or partial termination of this Contract.
- 21.2 Upon receipt of a notice of termination the Contractor shall:
- (a) stop work as specified in the notice;
 - (b) take all available steps to minimise loss resulting from that termination and to protect Commonwealth Material and Contract Material; and
 - (c) continue work on any part of the Contract Services not affected by the notice.
- 21.3 In the event of partial termination the Commonwealth's liability to pay fees under Schedule 2 shall, in the absence of agreement to the contrary, abate proportionately to the reduction in the Contract Services.
- 21.4 The Commonwealth shall not be liable to pay compensation in an amount which would, in addition to any amounts paid or due, or becoming due, to the Contractor under this Contract, together exceed the fees set out in Schedule 2. The Contractor shall not be entitled to compensation for loss of prospective profits or revenue.

22. DEFAULT

- 22.1 If either party is in default under this Contract on account of the failure to perform or observe any obligation or undertaking to be performed or observed on its part under this Contract, the party not in default may, subject to sub-clause 22.2, by notice in writing to the other party, terminate this Contract in whole or in part without prejudice to any right of action or remedy which has accrued or which may accrue in favour of either party.
- 22.2 Where the default is capable of being remedied, a party shall not exercise its rights of termination under sub-clause 22.1 unless it has first given to the other party notice in writing specifying the default and requiring the other party to remedy it within the time (being not less than 14 days) specified in the notice and the default is not remedied within the time allowed.

COMMERCIAL-IN-CONFIDENCE

Page 11

- 22.3 If the Contractor goes into liquidation or a receiver or receiver and manager or mortgagee's or chargee's agent is appointed or, in the case of an individual, becomes bankrupt or enters into a scheme or arrangement with creditors, the Commonwealth may, by notice in writing, terminate this Contract without prejudice to any right of action or remedy which has accrued or which may accrue in favour of either party.

23. WAIVER

- 23.1 A waiver by either party in respect of any breach of a condition of provision of this Contract shall not be deemed to be a waiver in respect of any continuing or subsequent breach of that provision, or breach of any other provision. The failure of either party to enforce at any time any of the provisions of this Contract shall in no way be interpreted as a waiver of such provision.

24. COMPLIANCE WITH LAW

- 24.1 The Contractor shall in carrying out this Contract comply with the provisions of any relevant statutes, regulations, by-laws, and requirements of any Commonwealth, State, Territory or local authority.

25. DISPUTE RESOLUTION

- 25.1 Subject to sub-clause 25.4, before resorting to external dispute resolution mechanisms, the parties shall attempt to settle by negotiation any dispute in relation to this Contract including by referring the matter to personnel who may have authority to intervene and direct some form of resolution.
- 25.2 If a dispute is not settled by the parties within 10 days of one party first sending to the other party written notice that they are in dispute, the dispute may be the subject of court proceedings or may be submitted to some alternative dispute resolution mechanism as may be agreed in writing between the parties.
- 25.3 Notwithstanding the existence of a dispute, each party shall continue to perform its obligations under this Contract.
- 25.4 A party may commence court proceedings relating to any dispute arising from this Contract at any time where that party seeks urgent interlocutory relief.

26. TAXES, DUTIES AND GOVERNMENT CHARGES

- 26.1 All taxes, duties and government charges imposed or levied in Australia or overseas in connection with the performance of this Contract will be borne by the Contractor.
- 26.2 The amount paid by the Commonwealth as determined in accordance with clause 3 includes Goods and Services Tax (GST) for supplies made under this Contract which are taxable supplies within the meaning of *A New Tax System (Goods and Services Tax) Act 1999* (the

COMMERCIAL-IN-CONFIDENCE

Page 12

GST Act).

- 26.3 In relation to taxable supplies made under this Contract, the Contractor will issue the Commonwealth with either:
- (a) a tax invoice in accordance with the GST Act; or
 - (b) a document satisfying the minimum information requirements set out in “GST Ruling 2000/3” to entitle a recipient of a taxable supply to claim an input tax credit without holding a tax invoice.

27. JOINT AND SEVERAL OBLIGATIONS

- 27.1 Each obligation of the Contractor under this Contract binds each organisation comprising the Contractor jointly and each severally.
- 27.2 The liability of each organisation comprising the Contractor is on a joint and several basis.

28. ASSIGNMENT AND NOVATION

- 28.1 The Contractor shall not assign, in whole or in part, its benefits under this Contract without the prior written approval of the Commonwealth.
- 28.2 The Contractor shall not consult with any other person or body for the purposes of entering into an arrangement which will require novation of the Contract without first consulting the Commonwealth.

29. SEVERABILITY

- 29.1 Each provision of this Contract and each part thereof shall, unless the context otherwise necessarily requires it, be read and construed as a separate and severable provision or part. If any provision or part thereof is void or otherwise unenforceable for any reason then that provision or part (as the case may be) shall be severed and the remainder shall be read and construed as if the severable provision or part had never existed.

30. APPLICABLE LAW

- 30.1 This Contract shall be governed by and construed in accordance with the laws of the Australian Capital Territory and the parties agree, subject to the Contract that the Courts of that Territory shall have jurisdiction to entertain any action in respect of, or arising out of, this Contract.

31. NOTICES

- 31.1 Any notice, request or other communication to be given or served pursuant to this Contract shall be in writing and dealt with as follows:
- (a) if given by the Contractor to the Commonwealth - addressed and forwarded to the Secretary of the Department, for the attention of the Project Officer at the address

COMMERCIAL-IN-CONFIDENCE

Page 13

indicated in Schedule 2 or as otherwise notified by the Project Officer.

- (b) if given by the Commonwealth to the Contractor - signed by the Project Officer and forwarded to the Contractor at the address indicated at the commencement of this Contract or as otherwise notified by the Contractor under clause 7.

31.2 Any such notice, request or other communication shall be delivered by hand or sent by pre-paid post, facsimile or telex, to the address of the party to which it is sent.

31.3 Any notice, request or other communication will be deemed to be received:

- (a) if delivered personally, on the date of delivery;
- (b) if sent by pre-paid security post, on the day that the acknowledgment of delivery is completed by the recipient; and
- (c) if sent by facsimile, on the business day next following the day of dispatch providing that the sender receives an "OK" code in respect of the transmission and is not notified by the recipient by close of business of the next business day following the day of dispatch that the transmission was illegible.

32. AUTHORITY TO SIGN

32.1 A person who signs this Contract on behalf of the Contractor expressly represents and warrants that he or she has full and complete authority to bind the Contractor to the terms of this Contract. The Commonwealth enters into this Contract in reliance upon this representation and warranty.

IN WITNESS WHEREOF the parties have executed this Contract as at the day and year first above written.

SIGNED on behalf of the
COMMONWEALTH OF AUSTRALIA

by _____
Vincent Giuca
Assistant Secretary
Humanitarian Branch

in the presence of

SIGNED on behalf of the Contractor by

in the presence of

SIGNED on behalf of the Contractor by

in the presence of

OR

THE COMMON SEAL OF

was hereto duly affixed
in the presence of

(Director)

*[or other mode of attestation prescribed
in the Articles of Association]*

(Director/Secretary)



CONTRACT BETWEEN

COMMONWEALTH OF AUSTRALIA

AND

in relation to Services for

Initial Information and Orientation Assistance
Accommodation Support
Household Formation Support
Proposer Support
Service Support

under the INTEGRATED HUMANITARIAN SETTLEMENT STRATEGY

TABLE OF CLAUSES

1. INTERPRETATION
 2. PROVISION OF CONTRACT SERVICES
 3. FEES, ALLOWANCES AND ASSISTANCE
 4. SUB-CONTRACTING
 5. SPECIFIED PERSONNEL
 6. COMMONWEALTH MATERIAL
 7. INTELLECTUAL PROPERTY RIGHTS
 8. DEALINGS WITH COPIES
 9. CONFIDENTIAL INFORMATION
 10. PROTECTION OF PERSONAL INFORMATION
 11. CRIMES ACT 1914 (COMMONWEALTH)
 12. COMPLIANCE WITH COMMONWEALTH POLICIES
 13. ACCESS TO PREMISES
 14. INDEMNITY
 15. INSURANCE
 16. CONFLICT OF INTEREST
 17. NEGATION OF EMPLOYMENT, PARTNERSHIP AND AGENCY
 18. TERMINATION AND REDUCTION
 19. DEFAULT
 20. WAIVER
 21. COMPLIANCE WITH LAW
 22. DISPUTE RESOLUTION
 23. ASSIGNMENT AND NOVATION
 24. APPLICABLE LAW
 25. NOTICES
 26. TAXES, DUTIES AND GOVERNMENT CHARGES
- CONTRACTOR OBLIGATIONS AND WORK TO BE PERFORMED**
- SERVICE SUPPORT**
- CONTRACTOR OBLIGATIONS AND WORK TO BE PERFORMED**

SCHEDULE

THIS AGREEMENT is made on the day of 200 .

BETWEEN

COMMONWEALTH OF AUSTRALIA ('the Commonwealth'), represented by the
DEPARTMENT OF IMMIGRATION AND MULTICULTURAL AND INDIGENOUS
AFFAIRS ('the Department')

AND

('the Contractor')

RECITALS:

- A. The Commonwealth requires the provision of certain services to the Department as specified in the Schedule
- B. The Contractor has fully informed itself on all aspects of the work required to be performed and has submitted the proposal and quotation referred to in Item A of the Schedule
- C. The Commonwealth has agreed to accept the Contractor's offer to provide the Services upon the terms and conditions contained in this Agreement

THE PARTIES AGREE as follows:

1. Interpretation

1.1. In this Agreement, unless a contrary intention appears:

'Agreement' means this document, the Schedule, any attachments and any document expressly incorporated;

'Commonwealth Material' means any Material provided by the Commonwealth to the Contractor for the purposes of this Agreement or which is copied or derived from Material so provided;

'Confidential Information' in relation to a Party, means the information described in the Schedule, Item P 1;

1 The information set out in the Schedule, Item P should be divided into 2 sections – one dealing with the Contractor's Confidential Information and one dealing with the Commonwealth's Confidential Information. Each of these sections should be divided into subsections 'Contract provisions' and 'Contract-related material'. These various

'Contract Material' means all Material:

- (a) created for the purposes of this Agreement;
- (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' will, where the context so admits, include the officers, employees, volunteers, bailees, agents and authorised sub-contractors of the Contractor;

'Department' includes any department or agency of the Commonwealth which is from time to time responsible for the administration of this Agreement;

'Intellectual Property' includes all copyright and neighbouring rights, all rights in relation to inventions (including patent rights), plant varieties, registered and unregistered trademarks (including service marks), registered designs, Confidential Information (including trade secrets and know how) and circuit layouts, and all other rights resulting from intellectual activity in the industrial, scientific, literary or artistic fields;

'Material' includes information and the subject matter of any category of Intellectual Property rights;

'Personal Information' means information or an opinion (including information or an opinion forming part of a database), whether true or not, and whether recorded in a material form or not, about a natural person whose identity is apparent, or can reasonably be ascertained, from the information or opinion;

'Project Officer' means the person for the time being holding, occupying or performing the duties of the office of the Department specified in Item K [*Project Officer*] or any substitute notified in writing to the Contractor by the Commonwealth;

'Services' means the services described in Item B of the Schedule and includes provision of the Contract Material to the Commonwealth;

'Specified Personnel' means the personnel specified in Item J [*Specified Personnel*] as personnel required to undertake the Services or part of the work constituting the Services;

sections should include each Party's Confidential Information (decided by reference to the DIMIA Confidentiality Guidelines on what constitutes Confidential Information). If the Parties agree that different items of information are to be confidential for different periods of time, the different periods should be recorded next to each item. An assessment will need to be made by the Parties on a case-by-case basis about what is to be included in the Schedule. See template Schedule attached.

'Staff' means a Party's employees, agents, contractors or advisers engaged in the performance or management of this Contract;

'Third Party Interest' means any legal or equitable right, interest, power or remedy in favour of any person other than the Commonwealth or the Contractor in connection with the Contract, including, without limitation, any right of possession, receivership, control or power of sale, and any mortgage, charge, security or other interest;

'Writing' means any representation of words, figures or symbols capable of being rendered in a visible form.

1.1 In this Agreement, unless the contrary intention appears:

- (a) Words importing a gender include any other gender;
- (b) Words in the singular number include the plural and words in the plural number include the singular;
- (c) Clause headings in this Agreement are for convenient reference only and have no effect in limiting or extending the language of the provisions to which they refer;
- (d) Words importing persons include a partnership and a body whether corporate or otherwise;
- (e) All references to dollars are to Australian dollars;
- (f) Reference to any statute or other legislation (whether primary or subordinate) is to a statute or other legislation of the Commonwealth as amended or replaced from time to time;
- (g) Where any word or phrase is given a defined meaning, any other part of speech or other grammatical form in respect of that word or phrase has a corresponding meaning;
- (h) Reference to an Item is to an Item in the Schedule;
- (i) The Schedule and any attachments form part of this Agreement;
- (j) Where any conflict arises between the terms and conditions contained in the clauses of this Agreement and any part of the Schedule (and attachments if any), the terms and conditions of the clauses prevail;
- (k) Where any conflict arises between any part of the Schedule and any part of an attachment, the Schedule prevails; and
- (l) Reference to the Schedule (or an attachment) is a reference to the Schedule (or an attachment) to this Agreement, including as amended or replaced from time to time by agreement in writing between the parties.

1.2. This Agreement records the entire agreement between the parties in relation to its subject matter.

1.3 No variation of this Agreement is binding unless it is agreed in writing between

the parties.

- 1.4 Any reading down or severance of a particular provision does not affect the other provisions of this Agreement.

2. Provision Of Contract Services

- 2.1. The Contractor will perform the Services (including the preparation of Contract material) in accordance with Item B [*Services*] and Item C [*Required Contract Material*] and in accordance with relevant best practice, including any Commonwealth and industry standards and guidelines specified in Item D [*Standards and Best Practice*].
- 2.2. The Contractor will liaise with the Project Officer, provide any information the Project Officer may reasonably require and comply with any reasonable request made by the Project Officer.
- 2.3. The Contractor will perform the Services at the times and in the manner specified in Item B [*Services*] and Item E [*Time Frame*].
- 2.4. The Contractor agrees to be fully responsible for the performance of the Services and for ensuring compliance with the requirements of this Agreement, and will not be relieved of that responsibility because of any:
- (a) involvement by the Commonwealth in the performance of the Services;
 - (b) payment made to the Contractor on account of the Services;
 - (c) subcontracting of the Services; or
 - (d) acceptance by the Commonwealth of replacement personnel.

3. Fees, Allowances And Assistance

- 3.1. The Commonwealth will pay to the Contractor the fees as specified in Item F [*Fees*] and any allowances and costs as specified in Item G [*Allowances and Costs*], and provide assistance as specified in Item H [*Facilities and Assistance*].
- 3.2. The Commonwealth will be entitled, without derogating from any other right it may have, to delay payment or any instalment of fees or allowances until the Contractor has completed to the satisfaction of the Commonwealth that part of the Services to which that instalment relates.
- 3.3. The Contractor will submit invoices for payment in the manner specified in Item I [*Invoice Procedures*].

4. Sub-Contracting

- 4.1. The Contractor will not, without the prior written approval of the Commonwealth, sub-contract the performance of any part of the Services. In giving written approval, the Commonwealth may impose such terms and conditions as it thinks fit.
- 4.2. Despite any approval given by the Commonwealth, the Contractor will be responsible for ensuring the suitability of a sub-contractor for the work proposed to be carried out.

5. Specified Personnel

- 5.1. The Contractor will ensure that the Specified Personnel undertake work in respect of the Services in accordance with the terms of this Agreement.

- 5.2. Where Specified Personnel are unable to undertake work in respect of the Services, the Contractor will notify the Commonwealth immediately. The Contractor will, if so requested by the Commonwealth, provide replacement personnel acceptable to the Commonwealth at no additional charge and at the earliest opportunity.
- 5.3. The Commonwealth may, at its absolute discretion, give notice requiring the Contractor to remove personnel (including Specified Personnel) from work in respect of the Services. The Contractor will, at its own cost, promptly arrange for the removal of such personnel from work in respect of the Services and their replacement with personnel acceptable to the Commonwealth.
- 5.4. Any need to replace any of the Contractor's personnel (including Specified Personnel) during the course of the Agreement will not constitute an act or event that is beyond the reasonable control of the Contractor in meeting the requirements of the Agreement.
- 5.5. If the Contractor is unable to provide acceptable replacement personnel the Commonwealth may terminate this Agreement in accordance with the provisions of clause 19.

6. Commonwealth Material

- 6.1. Ownership of all Commonwealth Material remains vested at all times in the Commonwealth.
- 6.2. Upon the expiration or earlier termination of this Agreement, the Contractor will return to the Department all Commonwealth Material remaining in its possession unless otherwise directed by the Commonwealth.
- 6.3. The Commonwealth grants to the Contractor a royalty-free, non-exclusive licence to use, reproduce and adapt the Commonwealth Material for the purposes of this Agreement.
- 6.4. The Contractor will ensure that the Commonwealth Material is used, copied, supplied, or reproduced only for the purposes of this Agreement.
- 6.5. The Contractor agrees to ensure that all Commonwealth Material is used strictly in accordance with any conditions or restrictions set out in Item M [*Use of Commonwealth Material*], and any direction by the Commonwealth.

7. Intellectual Property Rights

- 7.1. Subject to this clause, Intellectual Property in all Contract material vests immediately in the Commonwealth.
- 7.2. Sub-clause 7.1 does not affect the ownership of Intellectual Property in any existing Material which is specified in Item N [*Existing Material*]. However, the Contractor grants to the Commonwealth a permanent, irrevocable royalty-free, non-exclusive licence (including a right of sub-licence) to use, reproduce, adapt and exploit the Material in conjunction with the other Contract Material anywhere in the world.
- 7.3. If requested by the Commonwealth to do so, the Contractor will bring into existence, sign, execute or otherwise deal with any document which may be necessary or desirable to give effect to this clause.
- 7.4. The Contractor warrants that it is entitled, or will be entitled, or will procure that it is entitled at the relevant time, to deal with the Intellectual Property in any Contract material in the manner provided for in this clause.

8. Dealings With Copies

- 8.1. This clause 8 applies to any document, device, article or medium ('copies') in which Commonwealth Material, Contract Material or Confidential Information is embodied.
- 8.2. Property in all copies vests or will vest in the Commonwealth.
- 8.3. The Contractor agrees to establish and maintain procedures to secure the copies against loss and unauthorised access, use, modification or disclosure.
- 8.4. Upon the expiration or termination of this Agreement the Contractor agrees to deliver to the Commonwealth or otherwise deal with all copies as directed by the Commonwealth.
- 8.5. This clause 8 applies subject to any provision to the contrary in Item O [*Dealings with Copies*].

9. Confidential Information 2

- 9.1. Subject to sub-clause 9.5, a Party must not, without the prior written consent of the other Party, use or disclose any Confidential Information of the other Party.
- 9.2. In giving written consent to the use or disclose the Commonwealth's Confidential Information, the Commonwealth may impose such conditions as it thinks fit.
- 9.3. The Commonwealth may at any time require:
 - (a) the Contractor to arrange for its Staff; or
 - (b) any person with a Third Party Interest;to give a written undertaking in a form reasonably required by the Commonwealth relating to the use and non-disclosure of the Commonwealth's Confidential Information.
- 9.4. If the Contractor receives a request under sub-clause 9.3, it must promptly arrange for all such undertakings to be given.
- 9.5. The obligations on the Parties under this clause 9 will not be taken to have been breached to the extent that Confidential Information:
 - (a) is disclosed by a Party in order to comply with obligations, or exercise rights, under this Contract;
 - (b) is disclosed to a Party's advisers who are advising on Contract-related issues, or internal management personnel, on a need to know basis;
 - (c) is disclosed to any Commonwealth Minister, or the Minister's advisers;
 - (d) without limiting the application of this clause 9.5, is disclosed:
 - (i) in order to comply with the requirements of any regulatory body;
 - (ii) in order to respond to a request that is made by a Royal Commission, a body undertaking an administrative or statutory review, or an audit or inquiry (whether within or external to the Commonwealth), including a review, audit or inquiry that is

2 This clause does not cover protection of personal information unless that information is included in the Schedule, Item P because it is Confidential Information.

conducted by the Commonwealth Auditor-General or the Federal Privacy Commissioner pursuant to clause 13; or

(iii) in order to respond to a request or direction of a House, or a request by a Committee, of the Parliament of the Commonwealth of Australia, for information;

- (e) is legally required to be disclosed;
- (f) is information in a material form in respect of which an interest, whether by licence or otherwise, in the Intellectual Property Rights in relation to that material form, has vested in, or is assigned to, the Commonwealth under this Contract or otherwise;
- (g) is in the public domain otherwise than due to a breach of this clause 9;
- (h) has been independently developed or acquired by a Party without reference to the Confidential Information of the other Party; or
- (i) is in the possession of a Party without restriction in relation to disclosure before the date of receipt by that Party.

9.6. Where a person discloses Confidential Information to another person pursuant to sub-clauses 9.5 (a), (b), (c) or (d), the disclosing person must notify the receiving person of the existence and content of this clause 9 and the sensitivity of the information being disclosed.

9.7. The Contractor agrees to provide all reasonable assistance to the Department with regard to the release of the Contractor's Confidential Information where disclosure may be required for the purposes of the Department's Parliamentary reporting and accountability obligations.

9.8. The obligations under this clause 9 continue, in relation to the information described in Schedule, Item P, for the period, or the respective periods, set out in that schedule, commencing on [*the date of this Contract/Commencement Date*], and the Parties agree that these obligations survive for that period even if this Contract is terminated before the expiration of that period.

10. Protection Of Personal Information

10.1. The Contractor agrees to:

- (a) use Personal Information held or controlled by it in connection with this Agreement only for the authorised purposes for which it was collected;
- (b) take all reasonable measures to ensure that Personal Information in its possession or control in connection with this Agreement is protected against loss and unauthorised access, use, modification or disclosure;
- (c) comply with the Information Privacy Principles contained in the *Privacy Act 1988* to the extent that the content of those principles apply to the types of activities the Contractor is undertaking under this Agreement, as if the Contractor were an agency as defined in the Act;
- (d) cooperate with any reasonable demands or inquiries made by the Project Officer on the basis of the exercise of the functions of the Privacy Commissioner under the *Privacy Act 1988* including, but not limited to, a

request from the Project Officer to comply with a guideline concerning the handling of Personal Information;

- (e) ensure that any person who has an access level which would enable that person to obtain access to any Personal Information is made aware of, and undertakes in writing, to observe the Information Privacy Principles and other obligations referred to in this clause 10;
- (f) comply as far as practicable with any policy guidelines laid down by the Commonwealth or issued by the Privacy Commissioner from time to time relating to the handling of Personal Information; and
- (g) comply with any direction of the Project Officer to observe any recommendation of the Privacy Commissioner relating to any acts or practices of the Contractor that the Privacy Commissioner considers breaches the obligations in this clause 10.

11. Crimes Act 1914 (Commonwealth)

11.1. The Contractor:

- (a) acknowledges that it is aware of the provisions of section 79 of the *Crimes Act 1914* relating to official secrets; and
- (b) undertakes that it will require any officer, employee, agent or sub-contractor who will have access to documents, materials or information within the meaning of the section to provide the Contractor with an acknowledgment, prior to having access, that the officer, employee, agent or sub-contractor is aware of the provisions of the section.

12. Compliance With Commonwealth Policies

12.1. The Contractor will, when using the Commonwealth's premises or facilities, comply with all reasonable directions and Departmental procedures relating to occupational health (including the Commonwealth's smoke free work place policy), safety and security in effect at those premises or in regard to those facilities, as notified by the Commonwealth or as might reasonably be inferred from the use to which the premises or facilities are being put.

12.2. The Contractor will comply with its obligations, if any, under the *Equal Opportunity for Women in the Workplace Act 1999* and will not enter into a sub-contract under this Agreement with a sub-contractor named by the Director of Affirmative Action as an employer currently not complying with the Act.

12.3. The Contractor will comply with the principles and practices of the *Charter of Public Service in a Culturally Diverse Society*, with particular reference to the DIMIA *Workplace Diversity Program*, including appropriate behaviour as set out in the *Workplace Behaviour Strategy*.

12.4. Without in any way limiting clause 21, the Contractor acknowledges that:

- (a) it is bound by Section 16 of the *Public Service Act 1999*, which deals with the protection of an Australian Public Service (APS) employee from victimisation or discrimination where the APS employee has reported a breach of the APS Code of Conduct;

- (b) the Contractor agrees to provide all reasonable assistance to the Commonwealth with any investigation of a report by an APS employee of a breach of the APS Code of Conduct 3.

13. Access To Premises

13.1. The Contractor will allow:

- (a) the Project Officer;
- (b) other persons authorised by the Project Officer; and
- (c) the Australian National Audit Office,

to access the Contractor's premises at all reasonable times and to inspect and copy all relevant documentation and records, however stored, in the Contractor's possession or control, for purposes associated with the Agreement or any review of performance under the Agreement.

13.2. The rights referred to in sub-clause 13.1 are subject to:

- (a) the provision of reasonable prior notice to the Contractor;
- (b) compliance with the Contractor's reasonable security procedures; and
- (c) if appropriate, execution of a deed of confidentiality relating to non-disclosure of the Contractor's confidential information.

13.3. The Contractor will ensure that any sub-contract entered into for the purpose of this Agreement contains an equivalent clause granting the rights specified in this clause 13.

13.4. Sub-clauses 13.1 and 13.2 apply for the term of the Agreement and for a period of five years from the date of expiration or termination of the Agreement.

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

14. Indemnity

14.1. The Contractor agrees to indemnify the Commonwealth from and against any:

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

3 A breach of the DIMIA Principles of Good Conduct may also be a breach of the APS Code of Conduct.

arising from:

- (d) any act or omission by the Contractor, its officers, employees, volunteers, agents or subcontractors in connection with this Agreement;
- (e) any breach by the Contractor of its obligations or warranties under this Agreement;
- (f) any use or disclosure by the Contractor, its officers, employees, volunteers, agents or subcontractors of Personal Information held or controlled in connection with this Agreement; or
- (g) the use by the Commonwealth of the Contract Material,

irrespective of whether there was fault on the part of the person whose conduct gave rise to that liability, loss or damage, or loss or expense.

- 14.2. The Contractor's liability to indemnify the Commonwealth under sub-clause 14.1 will be reduced proportionately to the extent that any negligent act or omission of the Commonwealth contributed to the relevant liability, loss or damage, or loss or expense.
- 14.3. The right of the Commonwealth to be indemnified under this clause 14 is in addition to, and not exclusive of, any other right, power or remedy provided by law, but the Commonwealth is not entitled to be compensated in excess of the amount of the relevant liability, loss or damage, or loss or expense.
- 14.4. In this clause 14, "Commonwealth" includes officers, employees and agents of the Commonwealth.
- 14.5. This clause 14 will survive the expiration or termination of this Agreement.

15. Insurance

- 15.1. The Contractor will, for so long as any obligations remain in connection with this Agreement, effect and maintain insurance as specified in Item Q [*Insurance*] for all the Contractor's obligations under this Agreement, including those which survive the expiration or termination of this Agreement.
- 15.2. The Contractor will upon request, provide proof of insurance acceptable to the Commonwealth.

16. Conflict Of Interest

- 16.1. The Contractor warrants that, to the best of its knowledge after making diligent inquiry, at the date of signing this Agreement no conflict of interest exists or is likely to arise in the performance of its obligations under this Agreement by itself or by any of its officers, employees, agents or sub-contractors.
- 16.2. If during the term of this Agreement a conflict of interest arises, or appears likely to arise, the Contractor undertakes to notify the Commonwealth immediately in writing and to take such steps as the Commonwealth may reasonably require to resolve or otherwise deal with the conflict. If the Contractor fails to notify the Commonwealth or is unable or unwilling to resolve or deal with the conflict as required, the Commonwealth may terminate this Agreement in accordance with the provisions of clause 19.
- 16.3. The Contractor will not, and will ensure that any officer, employee, agent or sub-contractor of the Contractor does not, engage in any activity or obtain any interest during the course of this Agreement that is likely to conflict with or

restrict the Contractor in providing the Services to the Commonwealth fairly and independently.

17. Negation Of Employment, Partnership And Agency

- 17.1. The Contractor will not represent itself, and will ensure that its officers, employees, volunteers, agents and sub-contractors do not represent themselves, as being an officer, employee, partner or agent of the Commonwealth, or as otherwise able to bind or represent the Commonwealth.
- 17.2. The Contractor will not by virtue of this Agreement be or for any purpose be deemed to be an officer, employee, partner or agent of the Commonwealth, or as having any power or authority to bind or represent the Commonwealth.

18. Termination And Reduction

- 18.1. The Commonwealth may, at any time by notice, terminate this Agreement or reduce the scope of the Services immediately.
- 18.2. Upon receipt of a notice of termination or reduction the Contractor agrees to:
- (a) stop work as specified in the notice;
 - (b) take all available steps to minimise loss resulting from that termination and to protect Commonwealth Material and Contract Material; and
 - (c) continue work on any part of the Services not affected by the notice.
- 18.3. Where there has been a termination under sub-clause 18.1, the Commonwealth will be liable only for:
- (a) payments and assistance under clause 3 for Services rendered before the effective date of termination; and
 - (b) reasonable costs incurred by the Contractor and directly attributable to the termination.
- 18.4. Where there has been a reduction in the scope of the Services, the Commonwealth's liability to pay fees or allowances, meet costs or provide facilities and assistance under clause 3 will, unless there is agreement in writing to the contrary, abate in accordance with the reduction in the Services.
- 18.5. The Commonwealth will not be liable to pay compensation under sub-clause 18.3(b) in an amount which would, in addition to any amounts paid or due, or becoming due, to the Contractor under this Agreement, together exceed the fees set out in Item F [*Fees*].
- 18.6. The Contractor will not be entitled to compensation for loss of prospective profits.

19. Default

- 19.1. If either party is in default under this Agreement on account of the failure to perform or observe any obligation or undertaking to be performed or observed on its part under this Agreement, the party not in default may, subject to sub-clause 19.2, by notice in writing to the other party, terminate this Agreement without prejudice to any right of action or remedy which has accrued or which may accrue in favour of either party.
- 19.2. Where the default is capable of being remedied, a party will not exercise its rights of termination under sub-clause 19.1 unless it has first given to the other party notice in writing specifying the default and requiring the other party to

remedy it within the time (being not less than 14 days) specified in the notice and the default is not remedied within the time allowed.

19.3. The Commonwealth may also, by notice terminate this Agreement immediately (but without prejudice to any prior right of action or remedy which either party has or may have) if the Contractor:

- (a) being a corporation, comes under one of the forms of external administration referred to in chapter 5 of the Corporations Law, or an order has been made for the purpose of placing the corporation under external administration; or
- (b) being an individual, becomes bankrupt or enters into a scheme of arrangement with creditors.

20. Waiver

20.1. A waiver by either party in respect of any breach of a condition of provision of this Agreement will not be deemed to be a waiver in respect of any continuing or subsequent breach of that provision, or breach of any other provision. The failure of either party to enforce at any time any of the provisions of this Agreement will in no way be interpreted as a waiver of such provision.

21. Compliance With Law

21.1. The Contractor will in carrying out this Agreement comply with the provisions of any relevant statutes, regulations, by-laws, and requirements of any Commonwealth, State, Territory or local authority.

21.2. The Contractor will take all reasonable steps available to the Contractor to establish that its employees, subcontractors and any other persons engaged to carry out the Services are:

- (i) Australian citizens; or
- (ii) in the case of persons who are not Australian citizens, not illegal workers;

21.3. The Contractor will not engage illegal workers in any capacity to carry out any part of the Services and will notify the Department immediately it becomes aware of the involvement of an illegal worker in the performance of the Services.

21.4. For the purposes of this clause an illegal worker is a person who:

- (i) has unlawfully entered and remains in Australia;
- (ii) has lawfully entered Australia, but remains in Australia after his/her visa has expired; or
- (iii) is working in breach of his/her visa conditions.

22. Dispute Resolution

22.1. The parties agree that any dispute arising during the course of this Agreement will be dealt with as follows:

- (a) first, the party claiming that there is a dispute will send to the other a notice setting out the nature of the dispute;
- (b) secondly, the parties will try to resolve the dispute by direct negotiation, including by referring the matter to persons who may have authority to intervene and direct some form of resolution;

- (c) thirdly, the parties have 10 business days from the sending of the notice to reach a resolution or to agree that the dispute will be submitted to mediation or some other form of alternative dispute resolution procedure; and
 - (d) lastly, either party may commence legal proceedings if:
 - (i) there is no resolution or agreement; or
 - (ii) 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 such extended time as the parties may agree in writing before the expiration of the 15 business days.
- 22.2. Despite the existence of a dispute, the Contractor will (unless requested in writing not to do so) continue to perform the Services.
- 22.3. This clause 22 does not apply to:
- (a) action by either party under or purportedly under clause 19 [*Default*];
 - (b) action by the Commonwealth under or purportedly under sub-clause 3.2 [*Fees, Allowances & Assistance*], or clause 18 [*Termination and Reduction*]; or
 - (c) either party commencing legal proceedings for urgent interlocutory relief.

23. Assignment And Novation

- 23.1. The Contractor will not assign, in whole or in part, its rights or obligations under this Agreement without the prior written approval of the Commonwealth.
- 23.2. The Contractor will not consult with any other person or body for the purposes of entering into an arrangement which will require novation of the Agreement without first consulting the Commonwealth.

24. Applicable Law

- 24.1. The laws in the Australian Capital Territory apply to this Agreement.

25. Notices

- 25.1. Any notice, request or other communication to be given or served pursuant to this Agreement will be in writing and dealt with as follows:
- (a) if given by the Contractor to the Commonwealth - addressed and forwarded to the Department, for the attention of the Project Officer at the address indicated in Item R [*Commonwealth's Address for Notices*] or as otherwise notified by the Project Officer.
 - (b) if given by the Commonwealth to the Contractor - signed by the Project Officer and forwarded to the Contractor at the address indicated at Item S [*Contractor's Address for Notices*] or as otherwise notified by the Contractor.
- 25.2. Any such notice, request or other communication will be delivered by hand or sent by pre-paid post, facsimile or telex, to the address of the party to which it is sent.
- 25.3. Any notice, request or other communication will be deemed to be received:

- (a) if delivered personally, on the date of delivery;
- (b) if sent by pre-paid security post, on the day that the acknowledgment of delivery is completed by the recipient; and
- (c) if sent by facsimile, on the business day next following the day of dispatch providing that the sender receives an "OK" code in respect of the transmission and is not notified by the recipient by close of business of the next business day following the day of dispatch that the transmission was illegible.

26. Taxes, Duties And Government Charges

- 26.1. All taxes, duties and government charges imposed or levied in Australia or overseas in connection with the performance of this Agreement will be borne by the Contractor.
- 26.2. The amount paid by the Commonwealth as determined in accordance with clause 3 includes Goods and Services Tax (GST) for supplies made under this Agreement which are taxable supplies within the meaning of *A New Tax System (Goods and Services Tax) Act 1999* (the GST Act).
- 26.3. In relation to taxable supplies made under this Agreement, the Contractor will issue the Commonwealth with a tax invoice in accordance with the GST Act.

SCHEDULE

A. 'Proposal and Quotation' (see Recitals)

A1. Integrated Humanitarian Settlement Strategy (IHSS)

A1.1 The Department's Integrated Humanitarian Settlement Strategy (IHSS) aims to identify and integrate a range of outcomes fundamental to the successful settlement of Humanitarian Program entrants. These outcomes are listed at paragraph A1.2. The Contract Services to be delivered by the Contractor under this contract form part of this integrated strategy.

A1.2. The IHSS aims to identify and effectively integrate the following outcomes fundamental to the successful settlement of Humanitarian Program entrants:

(a) **Initial Information and Orientation Assistance**

The entrant has the knowledge, skills, and support to begin to build their life as part of the Australian community;

(b) **Accommodation Support**

The entrant has stable, appropriate and affordable longer-term accommodation as soon as possible after their arrival in Australia;

(c) **Household Formation Support**

The entrant has the basic material requirements to establish a household in Australia;

(d) **Early Health Assessment and Intervention Services**

The entrant is aware of their immediate physical and psychological health needs and has the skills, knowledge and confidence to access the relevant health services, including torture and trauma counselling, to address current and ongoing health needs;

(e) **Community Support for Refugees**

(i) The entrant has the knowledge, confidence and support to actively participate in the social, cultural and sporting life of the Australian community;

(ii) The community, at a local level, has an appreciation of the issues relating to Humanitarian Program entrants and generates support for their settlement and inclusion in the community;

(f) **Proposer Support**

Proposers of Humanitarian Program entrants understand their obligations and are able to respond, to the best of their ability, to the needs of entrants.

A2. Contractor as prime contractor

A2.1 The Contractor is the prime contractor under this Contract. As such, the Contractor is responsible and accountable for all aspects of the Contract, including:

- (a) management of Contract Services and any deliverables, including:
 - (i) any amendments as may be agreed between the parties, and
 - (ii) those Contract Services delivered by *Community Support for Refugees* (CSR) groups on behalf of the Contractor;
- (b) the management of a comprehensive **IHSS** information technology system called **Humanitarian Settlement Client Information System (HUSCI)** to meet the reporting requirements of the Contract. The Department will install the system at the Contractor's premises; demonstrate its use and provide an ongoing help desk for any questions the Contractor may have about use of the system. Any modifications to the system by the Department for use by the Contractor will be in consultation with the Contractor. The Contractor may, from time to time, recommend to the Department improvements to the system. If the Contractor makes any such recommendations, the Department is under no obligation to accept or implement any recommendations by the Contractor; any improvements to the system software will be at the Department's cost; and the Contractor will not be excused from the performance of any of its obligations under the Contract by reason of the Department's decision not to accept such a recommendation;
- (c) ensuring the effective integration of the Contract Services being provided under this Contract, including those Contract Services delivered, on behalf of the Contractor, by:
 - (i) voluntary community groups or individuals, working directly with or for the Contractor, and
 - (ii) Community Support for Refugees groups;with other IHSS services as listed at **paragraph A1.2 in the Schedule**; and
- (d) ensuring that all Contractor's staff, whether permanent, casual or voluntary, involved in the delivery of the Contract Services, receive training and skills development appropriate to the Contract Services, including in cross-cultural awareness and the effects of torture and trauma on Humanitarian Program entrants.

B. 'Services' (see sub-clauses 1.1 and 2.1 of main body of contract)

B1.1 The Contractor shall design and deliver the Contract Services specified at **Annexures A, B, C, D and E** under the IHSS, in Darwin (for initial 18 months of the contract period) and thereafter, in Darwin and Alice Springs (subject to the outcome of a review by the Department, in consultation with the Contractor, of the appropriateness of settling new entrants in Alice Springs), in accordance with:

- (a) the IHSS Service Principles listed at **paragraph D1.4 in the Schedule** ;
- (b) the standards specified in **Annexures A, B, C, D and E in the Schedule**; and

- (c) this Contract.

B2. Phase- In

B2.1 The Contractor shall immediately establish, at no additional cost to the Commonwealth, all necessary facilities for the effective conduct of, and compliance with, all aspects of the Contract, including, but not limited to, the items described below:

- (a) recruitment of appropriately skilled and culturally sensitive staff;
- (b) the attendance of the Contractor's staff, volunteers and CSR groups involved in the delivery of Contract Services at training/information sessions to be provided under the Service Support service;
- (c) the development and production of up-to-date comprehensive procedures and forms for the delivery of all Contract Services, specified at **Annexures A, B, C, D and E of the Schedule**, provided under this Contract. In this regard:
 - (i) the Contractor shall provide a complete set of these procedures and forms to the Department's Project Officer within six months of the date of the Contract or the date the Contractor commences providing the Contract Services, whichever is the later. A copy of any subsequent amendments must be provided to the Department's Project Officer within one month of the amendments taking effect; and
 - (ii) the Department may consult with the Contractor on amendments or additions to the procedures and forms which would enhance the effective delivery of Contract Services.
- (d) in relation to the **Initial Information and Orientation Assistance (HIOA)** Contract Services at **Annexure A to the Schedule**, the Contractor shall produce and provide a set of information products for the Humanitarian Program entrant and provide a set of information products to the Department's Project Officer, within six months from the commencement of the Contract or the date the Contractor commences providing the Contract Services, whichever is the later.
- (e) in relation to the **Accommodation Support** Contract Services at **Annexure B to the Schedule**, the Contractor shall:
 - (i) within one month of the commencement of the Contract or the date the Contractor commences providing the Contract Services, whichever is the later, provide to the Department details of the location, type (ie house, flat and/or hotel/motel) and standards of accommodation to be provided to eligible Humanitarian Program entrants immediately on arrival. Any changes to the information provided must be informed to the Department's Project Officer within two weeks of the changes taking effect;

- (ii) provide the accommodation residency proforma, specified at paragraph B1.8.1 (a) of **Annexure B to the Schedule**, to the Department for approval prior to the use of the proforma, by the Contractor;
- (iii) in relation to the Accommodation Contract Services, specified at paragraph B1.10 of **Annexure B to the Schedule**, provide to the Department within six months of the commencement of the Contract, a workplan and timeline for the delivery of these services; and
- (iv) within one month of the commencement of the Contract or the date the Contractor commences providing the Contract Services, whichever is the later, provide to the Department details of the information on the accommodation facilities that will be provided to entrants under paragraph B1.8 of **Annexure B of the Schedule**.

B2.2 The Contractor shall work cooperatively with the Department and existing service providers to ensure a smooth and effective transition to the new IHSS service delivery model including any hand-over arrangements from existing service providers. Such transitional arrangements must ensure that the rights of entrants are protected and that any entrants affected by these transitional arrangements are appropriately informed of matters that may impact on them.

B3. Phase-out

B3.1 Upon expiration or earlier termination of this Contract, the Contractor shall:

- (a) ensure that all Contract Services commenced during the Contract Period are completed in accordance with the specified requirements and the Contract;
- (b) at the Department's cost, be available on an as-needed basis for a phase-out period of two weeks after the hand-over date to incoming contractors to assist with any necessary transitional arrangements and to ensure that any problems are minimised;
- (c) on a fee to be agreed at the relevant time, offer its services following the phase-out period mentioned at paragraph B3.1(b), to assist with transitional arrangements involving incoming contractors;
- (d) provide comprehensive briefing for the incoming contractors on the services provided by the Contractor where those services are to continue but be delivered by the incoming contractors. The content of this briefing must be submitted to the Department for its approval prior to implementation; and
- (e) return to the Department all Commonwealth Material and Contract Materials in the possession, control or custody of the Contractor, including any subcontractors, agents, employees and volunteers used by the Contractor in providing the Contract Services. If requested by the Department, the Contractor must provide the Commonwealth Material and Contract Material to the incoming Contractor.

C. Required Contract Material (see sub-clauses 1.1 and 2.1)

C1.1 Contract Material consists of all Material brought into existence for the purpose of delivering the Contract Services. This includes all Material brought into existence by the Contractor, any of its consortium partners, or sub-contractors or any other individuals or organisations, including volunteers and CSR groups, delivering Contract Services on behalf of the Contractor.

C1.2 Upon expiration or earlier termination of the Contract, the Department shall determine, in its discretion what, if any, Contract Material or Commonwealth Material the Contractor may retain.

C1.3 In accordance with sub-clauses 6.1 and 8.1 of the Contract, all Commonwealth Material and all Contract Material vests in its creation in the Commonwealth. The Contractor shall only use Commonwealth Material and Contract Material for the purpose of delivering the Contract Services in accordance with the Contract. The Contractor, and any of its consortium partners, or sub-contractors or any other individuals or organisations, including volunteers and CSR groups, shall not use any Contract Material or Commonwealth Material for the purposes of obtaining the rights, through a contract, agreement or other arrangement, to deliver any other services or products.

D. Standards and Best Practice (see sub-clause 2.1)

D1.1 The Contractor shall meet the performance criteria specified at paragraph D1.5.

D1.2 The Department shall monitor the Contractor's performance of Contract Services and shall discuss with the Contractor the extent to which the performance criteria have been met. If the Contractor fails to meet any or all of these performance criteria, the Contractor, in conjunction with the Department, will develop and implement a remedial action plan to improve the Contractor's performance.

D1.3 Persistent failure by the Contractor to satisfy any or all of the performance criteria at paragraph D1.5, or any requirements for the Contractor's performance contained in other clauses or conditions of this Contract, may lead to the termination of the Contract in accordance with clause 19 of this Contract.

D1.4 The Contractor must provide the Contract Services specified in the Schedule in a manner that is consistent with the following IHSS service principles:

- (a) Humanitarian Program entrants are individuals who have the inherent right to respect for their human worth and dignity;
- (b) Humanitarian Program entrants are able to exercise choice;
- (c) Humanitarian Program entrants are informed and involved in decision making;
- (d) Services are designed and administered so as to promote Humanitarian Program entrants' competence and to discourage dependency;
- (e) The health and well-being of Humanitarian Program entrants are protected;

- (f) The best interests of children are taken into account;
- (g) The least intrusive and the least disruptive option which offers the highest degree of stability and certainty is selected;
- (h) Traditional, cultural and religious values are respected;
- (j) Services and decisions are ethical and Humanitarian Program entrants are not exploited;
- (k) Services promote participation of Humanitarian Program entrants in the wider community and their understanding of legal obligations;
- (l) Organisations providing services are accountable to those who use their services and the Commonwealth; and
- (m) Humanitarian Program entrants are enabled to access services in a coordinated way which minimises gaps and duplication between services received.

D1.5. The Contractor's performance shall be assessed by the Department in accordance with this Contract and the following performance criteria:

- (a) the extent to which Contract Services are delivered by the Contractor in a manner which is consistent with the IHSS Service Principles and meet the specified standards at **Annexures A, B, C, D and E**. This criterion is measured by the Department, based on:
 - (i) the Department's analysis of the information contained in the reports to be provided by the Contractor in accordance with this Contract;
 - (ii) the results of surveys of Humanitarian Program entrants (who have been provided with the Contract Services) and other IHSS service providers (including CSR groups) in accordance with paragraph D2.1 of the Schedule. At least 80% of individuals or organisations surveyed must consider that the services provided by the Contractor are consistent with the IHSS service principles and specified standards;
 - (iii) inspection by the Department of the Contractor's procedures manual, instructions and information resources; and
 - (iv) the number and scope of valid complaints from Humanitarian Program entrants or their proposers and other IHSS service providers including CSR groups, or other individuals or organisations who have worked for or with the Contractor in the delivery of the Contract Services;
- (b) in relation to the outputs at **Annexure A, paragraph A1.5; Annexure B paragraph B1.6; Annexure C paragraph C1.6 and Annexure D paragraph D1.6** the quality of the information provided by the Contractor. In this regard, the Department may seek advice from a third party information package provider;

- (c) the extent to which Contract deliverables are provided to the Department within the specified timeframes;
- (d) the extent to which an inspection of case records of Humanitarian Program entrants reveal that the services were delivered in accordance with the IHSS service principles and the specified standards. The department may, during business hours and with 10 working days prior notice and taking into account client confidentiality, inspect a random selection of case records determined by the Department. At least 80% of case records examined must reveal that the Contract Services have been provided in a manner which is consistent with the IHSS service principles and specified standards;
- (e) the extent to which the Contractor works cooperatively to integrate the Contract Services with other key settlement service providers accessed by Humanitarian Program entrants and support from CSR groups. The Department will measure this criterion by:
 - (i) assessing the results of surveys of other service providers (including *CSR* groups) conducted in accordance with paragraph D2.1 of the Schedule. At least 95% of responses to questions must indicate that the manner in which the Contractor has provided the Contract Services was effectively integrated with other services;
 - (ii) the number and scope of disputes with other service providers and CSR groups concerning the Contract Services; and
 - (iii) the number and scope of valid complaints from other service providers, CSR groups, and Humanitarian Program entrants concerning the provision of the Contract Services.

D2 Surveys

D2.1 The Department, at its own cost, may initiate and implement, or may request the Contractor or an independent person or organisation to initiate and implement (at the Department's cost), surveys of Humanitarian Program entrants (who have been provided with the Contract Services) and other service providers (including *CSR* groups) designed to elicit feedback on the extent to which the Contract Services:

- (a) have been delivered in a manner which is consistent with the IHSS services principles at **paragraph D1.4 in the Schedule**;
- (b) meet other standards specified at **Annexures A, B, C, D and E**; and
- (c) are effectively integrated with other IHSS services.

The Department will consult with the Contractor in the development of any surveys of Humanitarian Program entrants in relation to the Contract Services.

D3 Reports

D3.1 The Contractor shall provide reports to the Department at the time and in the manner specified at paragraphs D3.1.1, D3.1.2, D3.1.3, D3.1.4 and D3.1.5.

D3.1.1 The Contractor must provide the following reports:

- (a) annual reports, to be provided in accordance with paragraph D3.1.2;
- (b) six monthly reports, to be provided in accordance with paragraph D3.1.3; and
- (c) monthly reports, to be provided in accordance with paragraph D3.1.4

In addition to the reports and information described at paragraph D3.1.1 above, the Commonwealth reserves the right to request further reports or information from the Contractor in so far as the reports or information relates to the Contract Services. The Commonwealth will notify the Contractor in writing of the reports or information it requires and will allow the Contractor a reasonable time to comply with that request.

D3.1.2 The Contractor must provide an **annual report** to the Department no later than **31 July** in each year of the Contract Period.. The Annual Report must include:

- (a) copies of guidelines and procedures for:
 - (i) IIOA Contract Services (Annexure A):
 - the reception of entrants, and transportation to their initial accommodation;
 - familiarisation of entrant with the use of accommodation and facilities including samples of written, including translated, information material;
 - determining and meeting entrants immediate medical and clothing needs and transfer of information to other service providers; and
 - the provision of individually tailored information, assistance and referral services, based on a needs assessment;
 - (ii) Accommodation Contract Services (Annexure B):
 - providing accommodation immediately on arrival and the provision of religiously and culturally appropriate food; and
 - providing support to secure longer term accommodation;
 - (iii) Household Formation Support Services (Annexure C):
 - assessing household formation requirements; and
 - the provision of access to low cost essentials to entrants;
 - (iv) Proposer Support Services (Annexure D):
 - the provision of information and guidance to proposers of Humanitarian Program entrants, prior to the household unit's arrival, on how to assist entrants to settle in Australia;
 - the provision of a post-arrival "help" service for Humanitarian Program entrants and their proposers; and
 - referral to other services where proposers are no longer able to support entrants;

- (v) Service Support Services (Annexure E):
 - where relevant, assessing the training and information needs of IHSS service providers; developing a relevant delivery plan for approval by the Commonwealth; developing a monitoring and evaluation strategy; and
 - management of CSR volunteers including recruitment; registration, administration of payments to groups; facilitation of involvement in other IHSS services; training and support.

- (b) a qualitative analysis of the Contract Services detailed in Annexures A - E :
 - (i) emerging trends in the delivery of the services and their impact on entrants and other service providers including CSR groups;
 - (ii) opportunities for improvements to the services, the manner in which they are delivered and how these opportunities could be implemented; and
 - (iii) the effectiveness of CSR groups and other volunteers in providing the Contract Services including:
 - emerging trends regarding their involvement in the delivery of the above services;
 - opportunities for improvements in the manner in which Contract Services are delivered by CSR groups and other volunteers; and
 - how these opportunities could be implemented;

- (c) a copy of the Contractor's audited financial statements for the last financial year. In this regard, if these documents are not available at the time that the Annual Report is due, the Contractor must provide the Department's Project Officer with these documents as soon as they become available.

D3.1.3 The Contractor must provide **six monthly reports** to the Department no later than the **31 January** and **31 July** in each year of the Contract Period. The first six monthly report due on 31 July 2002 will cover the period from the date of the commencement of Contract Services to 31 July 2002 and subsequent six monthly reports will cover each six monthly period after this date in each of the remaining years of the Contract Period. Each six monthly report must include:

- (a) in relation to the Contract Services detailed in Annexures A to E, comprehensive results of any Contractor-conducted surveys (see D2) of Humanitarian Program and other service providers including CSR groups designed to elicit feedback on the extent to which the Contract Services meet the specifications and standards, have been provided in a manner which is consistent with IHSS service principles, and are integrated with other IHSS services.
- (b) in relation to CSR groups providing the above Contract Services in cooperation with the Contractor:
 - the names of the CSR groups;
 - the specific assistance being provided by each CSR group;

- the extent to which each CSR group is meeting the IHSS service principles and the specified standards for the Contract Services and what action has taken place or is to take place to rectify any unsatisfactory performance; and
 - when the CSR group commenced and ceased providing the services;
- (c) in relation to individuals and organisations who are not CSR groups but are assisting, on a voluntary basis, in the delivery of the services detailed in Annexures A-E,
- the number of individuals providing assistance and the nature of the assistance being provided; and
 - the number of organisations providing assistance and the nature of the assistance being provided.

D3.1.4 The Contractor must provide **monthly reports** to the Department using the electronic HUSCI reporting system no later than the **tenth day of each month**. The first monthly report is due on 10th day of the month following the date the Contractor commences providing the Contract Services. Subsequent monthly reports will cover each one monthly period after this date in each of the remaining years of the Contact Period. Each monthly report must include the MPMS number of each family or household and the electronic data from Humanitarian Settlement Client Information system (HUCI) as provided for in the system. The Contractor must also provide:

- (ii) reasons for not meeting the specified standards within the required timeframe;
- (iii) interpreting service providing the interpreter or other arrangements such as bi-lingual staff, community workers, member of the community;
- (iv) language/s used;
- (v) method of interpreting (for example, by telephone or on-site).

D3.1.5 In relation to the Service Support Contract Services at Annexure E, the Contractor must report to the Department in accordance with the performance indicators detailed in Annexure E of the Contract.

D4 Reviews

D4.1 The Contractor and the Department shall conduct joint reviews of the Contract Services as follows:

- (a) a meeting to be held on a quarterly basis, covering contract performance assessment and other contractual issues. A comprehensive record of discussions and outcomes shall be made by the Department and agreed between the parties within two weeks of the meeting taking place.

- (b) regular and on-going liaison covering day-to-day service delivery issues including information flows, integration of services, specific cases, and any other issues leading to the effective delivery of the services; and
- (c) once every six months, the Contractor must meet either in person or by teleconference with Departmental representatives and CSR groups, in the geographic area in which the Contractor is providing the Contract Services, to discuss the effective integration of services, opportunities for improvements, solution to problems, and any other matter which will ensure the successful settlement of entrants.

D5 Code Of Conduct

D5.1 The Department intends to develop, in consultation with all IHSS service providers, a Code of Conduct that identifies the standards of practice which are designed to reflect and implement the value base of the Department and the IHSS Service Principles. The Contractor agrees to participate in consultation regarding the development of the Code of Conduct and will abide by the principles once developed.

E Time Frame (see sub-clause 2.1)

E1.1 The contract shall commence on the date that the Contract is signed by both parties, or where the parties sign separately, the date the last party signs the Contract, and will expire, unless terminated earlier in accordance with the Contract, on the date three years following the date of the Contract commencement. The delivery of Contract Services will commence on -----, as agreed between the Contractor and the Department.

E1.2 The Department may, in its sole discretion, by giving written notice to the Contractor at least one month before the end of the Contract Period, request the Contractor to extend the Contract Period for a further specified period on the terms and conditions (including price) then in effect.

E1.3. If the Contractor does not agree to an extension of the Contract Period, the Contract will expire in accordance with paragraph E1.1 of the Schedule.

F Fees (see sub-clauses 3.1 & 18.5)

F1.1 Payment of fees and allowances by the Commonwealth will be by direct credit to the Contractor’s nominated bank account. To facilitate this, the Contractor will be required to complete a “Request for financial institutions details” form and return this to the Department before any payment will be made by the Commonwealth.

F1.2 The Department shall pay the Contractor an Establishment Price of ----- plus any amount payable for GST, for the purposes of purchasing items or services required for the delivery of the Contract Services. The Contractor shall be responsible for any combined costs of the items in excess of \$-----plus any GST which may be payable.

F1.3 The Department shall pay the Contractor the establishment price at paragraph F1.2 within seven days of the date of the contract upon receipt of a correctly rendered invoice.

F1.4 Ownership of the items covered by the establishment price shall vest with the Contractor.

F1.5 The Contractor shall make no further claims on the Commonwealth in respect to costs associated with the establishment items.

F2 Contract Fees

HIOA, Accommodation Support and Household Formation Support Contract Services (Annexures A, B and C to the Schedule refer)

F2.1 In respect of the Contract Services specified at **Annexures A, B and C to the Schedule**, the Department shall pay the following rates per ----- who commenced receiving the Contract Services specified at **Annexures A, B and C to the Schedule**. The price will be paid once only for each family unit. All rates specified in this Contract are inclusive of all things necessary and incidental to the provision of the Contract Services including, without limitation, interpreting and translating. The Department shall abide by its policy on payment to the Contractor in circumstances of delayed or no arrivals.

Financial Year 2001/2002

F2.1.2 The Department shall pay the Contractor at the rate of \$ ----- family unit, as defined in paragraph F2.1 plus any amount payable for GST in accordance with the Contract. For families accessing Household Formation Support only (specified at Annexure C) the Department shall pay the Contractor at the rate of \$----- per family only as defined in paragraph F2.1 plus any amount payable for GST in accordance with the Contract. These rates will be effective from 1 July 2001 and shall remain in effect up to and including 30 June 2002.

Financial Year 2002/2003

F2.1.3 The Department shall pay the Contractor at the rates specified at paragraph F2.1.2 per family unit, as defined in paragraph F2.1:

- (a) adjusted by a percentage variation based on the average variation in the Consumer Price Index (CPI) (All Groups), weighted average of 8 capital cities, covering the 2001/2002 financial year; and
- (b) any amount payable for GST in accordance with the Contract.

These rates will be effective from 1 July 2002 and shall remain in effect up to and including 30 June 2003.

Financial Year 2003/2004

F2.1.4 The Department shall pay the Contractor at the rates specified at paragraph F2.1.3 (a) per family unit, as defined in paragraph F2.1:

- (a) adjusted by a percentage variation based on the average variation in the Consumer Price Index (CPI) (All Groups), weighted average of 8 capital cities, covering the 2002/2003 financial year; and

- (b) any amount payable for GST in accordance with the Contract.

These rates will be effective from 1 July 2003 and shall remain in effect up to and including 30 June 2004.

Financial Year 2004/2005

F2.1.5 The Department shall pay the Contractor at the rates specified at paragraph F2.1.4 (a) per family unit, as defined in paragraph F2.1:

- (a) adjusted by a percentage variation based on the average variation in the Consumer Price Index (CPI) (All Groups), weighted average of 8 capital cities, covering the 2003/2004 financial year; and
- (b) any amount payable for GST in accordance with the Contract.

These rates will be effective from 1 July 2004 to 30 June 2005 and shall remain in effect up to the end of the Contract Period taking into account the annual CPI adjustment.

Proposer Support Contract Services (Annexure D to the Schedule refers)

F2.2 In respect of the Contract Services specified at **Annexure D to the Schedule**, the Department shall pay the following rates per family unit proposed which commenced receiving the Contract Services specified at **Annexure D to the Schedule**. The price will be paid once only for each family unit. All rates specified in this Contract are inclusive of all things necessary and incidental to the provision of the Contract Services including, without limitation, interpreting and translating.

Financial Year 2001/2002

F2.2.1 The Department shall pay the Contractor at the rate of \$ ----- per family unit, as defined in paragraph F2.2 plus any amount payable for GST in accordance with the Contract. This rate will be effective from 1 July 2001 and shall remain in effect up to and including 30 June 2002.

Financial Year 2002/2003

F2.2.2 The Department shall pay the Contractor at the rate specified at paragraph F2.2.1 per family unit, as defined in paragraph F2.2:

- (a) adjusted by a percentage variation based on the average variation in the Consumer Price Index (CPI) (All Groups), weighted average of 8 capital cities, covering the 2001/2002 financial year; and
- (b) any amount payable for GST in accordance with the Contract.

This rate will be effective from 1 July 2002 and shall remain in effect up to and including 30 June 2003.

Financial Year 2003/2004

F2.2.3 The Department shall pay the Contractor at the rate specified at paragraph F2.2.2 (a) per family unit, as defined in paragraph F2.2:

- (a) adjusted by a percentage variation based on the average variation in the Consumer Price Index (CPI) (All Groups), weighted average of 8 capital cities, covering the 2002/2003 financial year; and
- (b) any amount payable for GST in accordance with the Contract.

This rate will be effective from 1 July 2003 and shall remain in effect up to and including 30 June 2004.

Financial Year 2004/2005

F2.2.4 The Department shall pay the Contractor at the rate specified at paragraph F2.2.3 (a) per family unit, as defined in paragraph F2.2:

- (a) adjusted by a percentage variation based on the average variation in the Consumer Price Index (CPI) (All Groups), weighted average of 8 capital cities, covering the 2003/2004 financial year; and
- (b) any amount payable for GST in accordance with the Contract.

This rate will be effective from 1 July 2004 to 30 June 2005 and shall remain in effect up to the end of the Contract Period taking into account the annual CPI adjustment.

Service Support Contract Services (Annexure E to the Schedule refers)

F2.3 In respect of the Contract Services specified at **Annexure E to the Schedule**, the Department shall pay the following fees per financial year (paid quarterly) to the Contractor to cover provision to all service providers (including CSR volunteers) of the Contract Services specified at Annexure E to the Schedule. The fee is inclusive of all things necessary and incidental to the provision of the Contract Services including, without limitation, interpreting and translating.

Financial Year 2001/2002

F2.3.1 The Department shall pay the Contractor at the rate of \$----- per quarter (total amount of \$----- per financial year) plus any amount payable for GST in accordance with the Contract. This rate will be effective from 1 July 2001 and shall remain in effect up to and including 30 June 2002.

Financial Year 2002/2003

F2.3.2 The Department shall pay the Contractor at the rate specified at paragraph F2.3.1

- (a) adjusted by a percentage variation based on the average variation in the Consumer Price Index (CPI) (All Groups), weighted average of 8 capital cities, covering the 2001/2002 financial year; and
- (b) any amount payable for GST in accordance with the Contract.

This rate will be effective from 1 July 2002 up to and including 30 June 2003.

Financial Year 2003/2004

F2.3.3 The Department shall pay the Contractor at the rate specified at paragraph F2.3.2 (a):

- (a) adjusted by a percentage variation based on the average variation in the Consumer Price Index (CPI) (All Groups), weighted average of 8 capital cities, covering the 2002/2003 financial year; and
- (b) any amount payable for GST in accordance with the Contract.

This rate will be effective from 1 July 2003 up to and including 30 June 2004.

Financial Year 2004/2005

F2.3.4 The Department shall pay the Contractor at the rate specified at paragraph F2.3.3 (a):

- (a) adjusted by a percentage variation based on the average variation in the Consumer Price Index (CPI) (All Groups), weighted average of 8 capital cities, covering the 2003/2004 financial year; and
- (b) any amount payable for GST in accordance with the Contract.

This rate will be effective from 1 July 2004 to 30 June 2005 and shall remain in effect up to the end of the Contract Period taking into account the annual CPI adjustment.

Establishment Price

F2.4 The Department shall pay the Contractor a total of \$-----, plus any GST applicable, for transport, furniture and other office (including computer) equipment necessary for the Contractor to establish the Contract Services. Ownership of the items purchased by the Contractor with the establishment price vests in the Contractor.

Minimum fee

F2.5 The Department agrees to pay the Contractor a minimum fee of \$ plus any amount payable for GST per quarter (\$----- per financial year) during the Contract Period for the Contract Services provided for at Annexures A-D to the Schedule. This amount will be adjusted annually to reflect CPI.

F3 Translating And Interpreting Service

F3.1 The Contractor shall not have access to Community Service Obligations (CSO) under the Department's Translating and Interpreting Service (TIS) in delivering the Contract Services.

F3.2 The Commonwealth bears no liability whatsoever for any debt accrued by the Contractor in using translating and interpreting services, including TIS, in delivering the Contract Services.

F4 Terms Of Payment

F4.1 The Contractor shall be paid in accordance with paragraph I1.1 of the **Schedule**, subject to:

- (a) performance of the Contract Services by the Contractor to the satisfaction of the Commonwealth; and
- (b) the receipt by the Commonwealth of reports specified in, and in accordance with the **Schedule**.

F4.2 The Contractor shall submit to the Department the invoices in accordance with paragraph I1.1 of the Schedule, together with the Monthly Reports of services specified at paragraph D3.1.4 of the Schedule by the 10th day of each month.

Payment will be made after delivery of a correctly rendered Tax Invoice to the Commonwealth in accordance with clause 26.

G. Allowances and Costs (see sub-clause 3.1)

Not applicable

H. Facilities and Assistance (see sub-clause 3.1)

H1. Business Levels

H1.1 The size and composition of the Humanitarian Program will be announced by the Commonwealth each year of the Contract Period. Following this announcement by the Commonwealth, the Department will negotiate with the Contractor to agree the relevant expected entrant and household unit business levels for the forthcoming financial year. These agreed expected entrant and household unit business levels will provide a basis for planning of the provision of the Contract Services. The agreed expected entrant and household unit business levels are indicative only, the Commonwealth makes no representations or guarantees as to whether the expected entrant or household unit business levels will be met. Further, expected entrant and household unit business levels do not reflect a minimum business level. The Commonwealth makes no representations or guarantees as to a minimum business level. The Commonwealth has no obligation to cover costs of the Contractor in the event that expected entrant and household unit business levels fall. The Commonwealth is only liable to make payment to the Contractor as provided for at paragraph F.

H2 Support

H2.1 The Department may provide, or arrange for a third party to provide, systems software to enable the Contractor to meet the reporting requirements under the Contract. The Department will consult with the Contractor in the development of this software.

H2.1.1 If the Department provides software in accordance with paragraph H2.2, the Department will provide training/information to the Contractor's staff who will use the system's software.

H2.1.2 The Department will consult with the Contractor in referring entrants for the Contract Services and there will be a minimum of 4 weeks notice of an arrival. Referred cases will be a maximum of 8 persons per household (maximum 2 adults (18 years or over)). Additional adults (within the 8 person household limit) may be assisted subject to negotiation between the Department and the Contractor.

I. Invoice Procedures (see sub-clause 3.3)

I1.1 Upon commencement of the Contract Services and on receipt of an invoice from the Contractor in accordance with the due dates specified at paragraph I1.3, the Department will pay the Contractor the Minimum Fee as specified at paragraph F2.5 of the Schedule as well as the fee for the Contract Services specified at F2.3 of the Contract in advance in equal quarterly instalments during a full financial year plus any GST applicable. Where the period covered by a payment is less than three months, the Department will pay the Contractor a pro-rata amount of the applicable quarterly payment according to the proportion of weeks that the Contract Services will be performed during the three month period.

I1.2 The Department shall make the first advance payment to the Contractor within seven days of receipt of a correctly rendered invoice. Thereafter, subject to the provisions of paragraph I1.4, the Department shall pay the advance payment to the Contractor on the first day of the month following the invoice due date.

I1.3 The Contractor must ensure that invoices covering the advance payments are received by the Department as follows:

Due Date of Invoice	Due Date for Payment (subject to paragraph I1.4)	Period covered by the Minimum Fee
Date of commencement of the Contract Services	7 days following receipt of correctly rendered invoice	period from the date of commencement of Contract Services to end March 2002
10 March 2002	1 April 2002	April/May/June 2002
10 June 2002	1 July 2002	July/August/September 2002
10 September 2002	1 October 2002	October/November/December 2002
10 December 2002	1 January 2003	January/February/March 2003
10 March 2003	1 April 2003	April/May/June 2003

10 June 2003	1 July 2003	July/August/September 2003
10 September 2003	1 October 2003	October/November/December 2003
10 December 2003	1 January 2004	January/February/March 2004
10 March 2004	1 April 2004	April/May/June 2004
10 June 2004	1 July 2004	July/August/September 2004
10 September 2004	1 October 2004	October/November/December 2004/January 2005 Note: If the contract is extended beyond January 2005, payment of the advance Minimum Fee will continue in the manner established.

11.4 If the Contractor does not submit a correctly rendered invoice by the due date and/or if the Contractor does not submit performance reports by their due dates, the Department may delay payment of the invoice for the Minimum Fee and for the Contract Services specified at F2.3 of the Contract, by a length of time which corresponds to the number of days that the receipt of the correctly rendered invoice or the reports are delayed.

Additional Fees – Quarterly Payments

11.5 The Contractor must submit a correctly rendered invoice by the due dates specified at paragraph 11.6, providing the following information on the actual level of business performed during the period covered by the advance payments:

- (a) the number and composition of households that received Initial Information and Orientation Assistance; Accommodation Support; Household Formation Support;
- (b) the number of proposers that received Proposer Support services from the Contractor during the period.

11.6 The Contractor must ensure that invoices specified at paragraph 11.6 are received by the Department by the dates specified in the table below.

Due Date of Invoice	Period for which the Contractor must provide details for the actual level of business
10 April 2002	from the date of commencement of the Contract Services to 30 March 2002.
10 July 2002	April/May/June 2002
10 October 2002	July/August/September 2002
10 January 2003	October/November/December 2002
10 April 2003	January/February/March 2003
10 July 2003	April/May/June 2003
10 October 2003	July/August/September 2003
10 January 2004	October/November/December 2003
10 April 2004	January/February/March 2004

10 July 2004	April/May/June 2004
10 October 2004	July/August/September 2004
10 February 2005	October/November/December 2004/January 2005
Note: If the Contract is extended beyond end January 2005, payment of Additional Fees will continue in the manner established. If the Contract is terminated, the parties will negotiate on when any last Additional Fees payment will be made.	

11.7 Subject to the provisions of paragraphs 11.8, the Department shall pay any Additional Fees payable in accordance with section F of the Schedule that are in excess of the advance payment for the period, to the Contractor on the first day of the month following the invoice due date.

11.8 If the Contractor does not submit a correctly rendered invoice by the due date and/or if the Contractor does not submit performance reports by their due dates, the Department may delay payment of the invoice by a length of time which corresponds to the number of days that the receipt of the correctly rendered invoice or the reports are delayed.

Correctly Rendered Invoice

11.9 A correctly rendered invoice must:

- (a) include the following information:
 - (i) reference to this Contract;
 - (ii) payment details as mentioned in this Schedule;
- (b) provide information as required in this Schedule; and
- (c) be sent to the Project Officer as specified in section K of the Schedule or as otherwise directed by the Department.

11.10 Contract Services provided after 1 July 2000 may be subject to a goods and services tax (GST). Any invoices which include provision for GST will only be payable on production of a valid tax invoice as required by the *A New Tax System (Goods and Services Tax) Act 1999*.

J. ‘Specified Personnel’ (see sub-clause 1.1 and clause 5)

11.1 The Contractor shall ensure that all personnel involved in the delivery or administration of the Contract Services are appropriately qualified and skilled.

K. ‘Project Officer’ (see sub-clauses 1.1 and 2.2)

IHSS Project Officer
Department of Immigration and Multicultural and Indigenous Affairs
GPO Box 864

DARWIN NT 0801

Tel: (08) 8946 3103

Fax: (08) 8941 2297

L. Material to be Provided by Commonwealth (see clause 6)

NA

M. Use of Commonwealth Material (see sub-clause 6.5)

NA

N. Existing Material (see sub-clause 7.2)

NA

O. Dealings with Copies (see sub-clause 8.5)

NA

P. Confidential Information of the Parties 4 (see clause 9)

A. Commonwealth’s Confidential Information

1. Contract Provisions/Schedules/Attachments

Item	Period of Confidentiality

2. Contract-related material

Item	Period of Confidentiality

B. Contractor’s Confidential Information

1. Contract Provisions/Schedules/Attachments

Item	Period of Confidentiality
Fees (F in Schedule)	Period of Contract

2. Contract-related material

Item	Period of Confidentiality
All reports	Period of Contract

Q. Insurance (see sub-clause 15.1)

The Contractor is required to hold:

- (a) Professional indemnity insurance to the minimum value of \$5 million;
- (b) Public liability insurance to the minimum value of \$10 million; and
- (c) Worker’s compensation insurance in accordance with the laws of the relevant jurisdiction in which the Contract Services are being provided.

4 The decision about what is to be included in the Schedule should be made after:

- (a) considering any requests from the Contractor or Commonwealth personnel to treat the information as Confidential Information; and
- (b) referring to the DIMIA Confidentiality Guidelines for guidance on what should be treated as Confidential Information.

If you are not able to confidently make this decision, you should seek guidance from your Manager or from the Legal Section.

The Contractor shall provide proof of currency of all insurance cover prior to the signing of the Contract.

R. Commonwealth's Address for Notices (see sub-clause 25.1)

IHSS Project Officer
Department of Immigration and Multicultural and Indigenous Affairs

S. Contractor's Address for Notices (see sub-clause 25.1)

Co-ordinator

INITIAL INFORMATION AND ORIENTATION ASSISTANCE

CONTRACTOR OBLIGATIONS AND WORK TO BE PERFORMED

A1. CONTRACT SERVICES

A1.1 The Contractor shall provide the Contract Services specified in **Annexure A** (the IIOA Contract Services), under the *Integrated Humanitarian Settlement Strategy (IHSS)*, to achieve the following outcome:

The eligible Humanitarian Program entrant has the knowledge skills and support to begin to build their life as part of the Australian community.

Eligibility

A1.2 Humanitarian Program entrants who are eligible to receive **IIOA** services are:

- (a) Refugees (Visa sub-classes 200, 201, 203, 204) and Special Humanitarian Program entrants (Visa sub-class 202) who are:
 - (i) referred by the Department to the Contractor for assistance through the provision of **IIOA** Contract Services; or
- (b) persons who have been released from immigration detention facilities in Australia on the grant of a Permanent Protection Visa who:
 - (i) are referred by the Department to the Contractor for assistance through the provision of **IIOA** Contract Services; and
 - (ii) do not have family and friends in Australia able to provide them with adequate information and orientation assistance; and
 - (iii) are provided with IHSS Accommodation Support; and
- (c) any other Humanitarian Program entrant or visa holder determined by the Commonwealth as eligible and referred by the Department to the Contractor for the provision of **IIOA** Contract Services.

Service Areas

A1.3 The Contractor shall ensure that eligible Humanitarian Program entrants can access the IIOA Contract Services in the areas specified in Section B1.1 of the Schedule to this Contract.

Initial Information and Orientation Assistance Services and Standards

A1.4 The IIOA Contract Services, specified in the table below, shall be designed and delivered by the Contractor in accordance with:

- (a) the IHSS Services Principles listed at **paragraph D1.4 to Schedule**;
- (b) the standards specified in **Annexure A**; and
- (c) this Contract.

Services

A1.5 The Contractor must make available to the Commonwealth, or a third party acting on behalf of the Commonwealth, information about its services for the purposes of preparing information packages for distribution to entrants by the Commonwealth before their departure for Australia or on exiting the Commonwealth's immigration detention facilities.

The information required includes:

- (a) how the entrant will be met on arrival in Australia;
- (b) how they will be accommodated;
- (c) what the entrant should do in the event they are not met on arrival.

Standards

A1.6 The information provided by the Contractor must be provided by a date to be agreed by the Department and the Contractor and must be comprehensive, accurate and up to date.

Services

A1.7 The Contractor, on referral from the Department, must make sure that the entrant is met:

- (a) on arrival at the airport or other points of arrival; or
- (b) on release from the Commonwealth's immigration detention facilities;

and the Contractor must:

- (c) transport entrants and their luggage to their initial short-term accommodation or other accommodation as arranged.

Standards

A1.8 The Contractor must provide the services at paragraph A1.7 in the following manner:

- (a) The entrant must be received immediately on-arrival or on release from detention;
 - (b) The entrant and their luggage must travel in a roadworthy vehicle driven by a licensed driver to their accommodation;
 - (c) Information provided by the Contractor must be able to be understood by the entrants;
- the entrant must be treated in a culturally sensitive, welcoming and courteous manner.

Services

A1.9 The Contractor must:

(a) ensure that the entrant has the knowledge and skills to utilise the accommodation by giving explanation as to how to use:

- (i) The facilities - cooking, cleaning, heating, cooling, garbage disposal, plumbing and telephone;
- (ii) Utilities - gas, electricity, and water;
- (iii) Emergency services;
- (iv) Security features; and
- (v) Any other matters relevant to the accommodation.

(b) provide the entrant with an explanation of how the entrant can obtain assistance if any of the facilities in the accommodation do not function properly;

(c) provide the entrant with an explanation of the conditions of their stay in the accommodation provided.

Standards

A1.10 The information and advice given to entrants, under paragraph A1.9, must:

- (a) be comprehensive;
- (b) take into account the likely jet-lagged condition of entrants on arrival;
- (c) be conveyed in a culturally sensitive, welcoming and courteous fashion;
- (d) be able to be understood by the entrant.

Services

A1.11

(a) The Contractor must inquire of the entrant whether they have the need for:

- (i) urgent medical attention; and/or
 - (ii) emergency clothing,
- and then arrange for any such needs to be addressed.

(b) The Contractor must ensure that information gained as a result of meeting this output is considered in the delivery of A1.13.

Standards

A1.12. The Contractor must provide the services at paragraph A1.11 in the following manner:

- (a) Entrants who need urgent medical attention must be able to access it as soon as possible and within 24 hours of arrival;
- (b) All entrants must have, within one working day after arrival, emergency clothes which are suitable to their needs and the climate;
- (c) Information provided by the Contractor must be able to be understood by the entrants and be conveyed in a culturally and gender sensitive manner.

Services

A1.13 The Contractor must, through a service coordination and case management approach, provide the entrant with an individually tailored information, assistance and referral service, based on a needs assessment. The assessment should identify the need for assistance in relation to accessing:

- (a) Centrelink benefits, Medicare, banking; and transport;
- (b) Community support (for example, provided by a Community Support for Refugees service)

- provider);
- (c) Assistance to establish a household (for example, from a Household Formation Support services provider);
- (d) health assessment as provided by local health service providers, including as appropriate the Early Health Assessment and Intervention service provider;
- (e) education and training (for example, Adult Migrant English Program (AMEP), children's schooling); (with respect to the referral for English language tuition under the AMEP, the contractor shall ensure that clients are made aware of all providers in their state of residence, and shall ensure that clients are given sufficient information about each AMEP provider for them to make an informed choice about where they wish to enrol for English tuition);
- (f) employment (for example, Job Network, qualifications recognition);
- (g) interpreting services and translation of documents by the Commonwealth's Translating and Interpreting Service(TIS) or another translating service;
- (h) other community services targeting migrants (for example, Migrant Resource Centres (MRCs) or Migrant Services Agencies (MSAs));
- (i) additional orientation and information in order to understand money and budgeting, operate bank accounts and access financial services, purchase goods, and have a basic understanding of the local area, the law (including road rules) and local customs, and
- (j) non-IHSS provided housing;
- (k) childcare;
- (l) immigration.

A1.13.1 In order to conclude the assessment and individually tailored information, assistance and referral, the Contractor must:

- (a) undertake an exit interview with the entrant; and
- (b) undertake a handover of case responsibility, including appropriate case details, for entrants referred to a new case manager.

A1.13.2 In providing Initial Information and Orientation Assistance, the Contractor must develop and maintain collaborative and cooperative relationships with the general community and IHSS service providers, including CSR groups.

Standards

A1.14. The Contractor must provide a needs assessment within two working days of contact or referral of the entrant.

A1.14.1. The Contractor must provide tailored information, assistance and referral in relation to A1.13:

- i. Assistance to provide for (a), (b) and (c) - within three working days of assessment;
- ii. Health Assessment (d) – within 14 calendar days of assessment; and
- iii. In relation to (e) to (j)– initial information and/or referral on these topics must be provided within 28 calendar days of the needs assessment.

A1.14.2. The assessment and tailored information, assistance and referral is provided in a manner that:

- (a) caters for the developing needs of entrants;
- (b) minimises gaps and duplication in services accessed by entrants;
- (c) uses comprehensive and clear referral systems and guidelines so that the service provider to whom the entrant is referred has a clear understanding of both the purpose of the referral and the role of the Initial Information and Orientation Assistance provider in assisting the entrant with other needs;
- (d) is at a pace suited to the entrant;
- (e) ensures that the entrant retains control over any referral decisions;

- (f) ensures the entrant has a basic level of information that equips them to conduct their day to day affairs and to access services confidently and independently;
- (g) is culturally sensitive, non-obtrusive;
- (h) is integrated with other IHSS assessment processes; and
- (i) is able to be understood by the entrant.

A1.14.3. In providing a tailored information, assistance and referral service, the Contractor must develop and maintain collaborative and cooperative relationships with IHSS service providers, including Community Support for Refugees groups.

A1.14.4. The Contractor, in concluding the assessment process and tailored information and referral, must:

- (a) undertake an exit interview:
 - (i) at an appropriate time – anticipated to occur between six weeks to six months after arrival dependant upon entrant needs; and that
 - (ii) identifies those needs that have been met;
 - (iii) identifies on-going needs and ensures that the entrant is linked to the services they require to meet these needs;
 - (iv) is comprehensive;
 - (v) is presented in a manner that is culturally sensitive; and
 - (vi) is able to be understood by the entrant.
- (b) ensure a comprehensive transfer of case management responsibility and case details within one week of a referral to a new case manager.

ACCOMMODATION SUPPORT SERVICES

CONTRACTOR OBLIGATIONS AND WORK TO BE PERFORMED

B1. CONTRACT SERVICES

B1.1 The Contractor shall provide the Contract Services specified in **Annexure B to the Schedule** (the Accommodation Contract Services), under the *Integrated Humanitarian Settlement Strategy (IHSS)*, to achieve the following outcome:

The eligible Humanitarian Program entrant has stable, affordable, and appropriate longer-term accommodation as soon as possible after their arrival in Australia.

Eligibility

B1.2 Humanitarian Program entrants who are eligible to receive **Accommodation Support** services are:

- (a) Refugees (Visa sub-classes 200, 201, 203, 204) and Special Humanitarian Program entrants (Visa sub-class 202) who are referred by the Department to the Contractor for assistance through the provision of the Contract Services; and
- (b) persons who have been released from immigration detention facilities in Australia on the grant of a Permanent Protection Visa and who:
 - (i) are referred by the Department to the Contractor for assistance through the provision of **Accommodation** Contract Services; and
 - (ii) are assessed by Commonwealth officers as not having family or friends in Australia who can assist them with accommodation; and.

any other Humanitarian Program entrant or visa holder determined by the Commonwealth as eligible and referred by the Department to the Contractor for the provision of Contract Services specified at paragraphs B1.6.

Service Areas

B1.3 The Contractor shall ensure that eligible Humanitarian Program entrants can access the Accommodation Contract Services in the areas specified in Section B1.1 to this Contract.

Accommodation Support Services and Standards

B1.4 The Accommodation Contract Services, specified in the table below, shall be designed and delivered by the Contractor in accordance with:

- (a) the IHSS Service Principles listed at **paragraph D1.4 to Schedule**;
- (b) the standards specified in **Annexure B**; and
- (c) this Contract.

Definition

B1.5 For the purpose of the **Accommodation** Contract Services, a *household unit* is defined as all members of a family or group of people identified by the same Migration Program Management System (MPMS) case number.

Services

B1.6 The Contractor must make available to the Commonwealth, or a third party acting on behalf of the Commonwealth, information about its services for the purposes of preparing information packages for distribution to entrants by the Commonwealth before their departure for Australia or on exiting the Commonwealth's immigration detention facilities.

Standards

B1.7 The information provided by the Contractor must be provided by a date to be agreed by the Department and the Contractor and must be comprehensive, accurate; and up-to-date.

Services

B1.8 Until such time as the entrant, through assistance provided by the Contractor or otherwise, is able to locate and enter a lease for stable, longer-term accommodation, the Contractor provides the entrant with furnished accommodation immediately on arrival.

B1.8.1 In providing this accommodation immediately on arrival, the Contractor must:

- (a) provide the entrant household with the relevant documentation formalising the entrant's stay for the period until they either enter into a longer term lease for those premises or move to alternative accommodation. The Contractor must obtain the approval of the Department to any document proforma used by the Contractor in meeting this requirement.
- (b) provide the entrant household with the means to access culturally and religiously appropriate food supplies for the first week or until income support is received; and
- (c) before taking any action regarding the eviction of an entrant or the termination or expiration of the initial accommodation arrangements, the Contractor must obtain the approval of the Department to a plan for the management of the eviction or termination or expiration.

B1.8.2 In providing support to secure longer-term stable accommodation, the Contractor must present the entrant with options including, but not limited to:

(a) where possible, entering into a longer-term lease for the housing they are provided with immediately on arrival; or

(b) providing assistance to locate and enter a lease for alternative accommodation.

B1.8.3 In providing this service the contractor must develop and maintain collaborative and cooperative relationships with general community and IHSS service providers, including volunteers.

Standards

B1.9 The accommodation provided to the entrant by the Contractor immediately on arrival must, if it is in a hotel/motel:

- (a) meet as a minimum the equivalent standard of a NRMA two and a half star motel;
- (b) provide, as far as possible, single adult entrants with their own bedroom;
- (c) provide easy access to public telephone facilities;
- (d) be located either within 20 minutes walk or in locations conveniently accessible by public transport to:
 - (i) a commercial centre, and
 - (ii) community support organisations, such as a Migrant Resource Centre.

B1.9.1 The accommodation provided to entrants by the Contractor immediately on arrival, if it is other than a hotel/motel must:

- (a) provide, at a minimum, single entrants with their own bedroom and access to bathroom and dining facilities;
- (b) provide, at a minimum, entrants travelling as a couple with a bedroom, private bathroom facilities, a separate living room and access to dining facilities;
- (c) provide, at a minimum, entrants travelling as a family with a kitchen, private bathroom facilities, a main bedroom, and:
 - (i) an additional bedroom for every adult family member or couple;
 - (ii) an additional bedroom for every two teenage children;
 - (iii) an additional bedroom for every three children under the age of 12 (some exceptions may be made for larger families),
- (d) be furnished appropriate to the needs of the tenant, and with fully functioning fittings and equipment including:
 - (i) adequate beds and bedding for all family members;
 - (ii) a wardrobe and/or set of drawers for each bedroom;
 - (iii) a dining table and adequate chairs for all occupants and lounge chairs;
 - (iv) adequate glassware, crockery, cutlery, and pots and pans, and other chattels;
 - (v) a television, radio and clock;
 - (vi) a refrigerator;
 - (vii) a heater;
 - (viii) window coverings;
 - (ix) iron and ironing board; and
 - (x) cleaning equipment.
- (e) have access to a washing machine;
- (f) be thoroughly cleaned at the end of each entrant's stay (if the entrant does not enter a longer-term lease for the premises);
- (g) provide easy access to public telephone facilities;

(h) be located either within 20 minutes walk from or in locations conveniently accessible by public transport to:

a commercial centre; and
community support organisations, such as a Migrant Resource Centre;

(i) be maintained and repaired, including the grounds, according to Commonwealth and State/Territory tenancy standards;

(j) be secure;

(k) be pest controlled; and

(l) ideally, be made available to the entrant with the option of entering into a longer-term lease for those premises at an early stage.

B1.9.2 The agreement that formalises the entrant's stay in the accommodation provided immediately on arrival, referred to at paragraph B1.8.1(a) must:

(a) be consistent with Commonwealth, State or Territory legislation, as applicable;

(b) include a fair and reasonable provision for eviction when entrants do not enter into a longer term lease and do not move to available alternative longer-term accommodation;

(c) include a mechanism by which the entrant can have maintenance or other concerns promptly addressed;

(d) clearly and comprehensively set out the tenants' and the Contractor's rights and obligations; and

(e) be presented in a form which is able to be understood by the entrant and/or is explained in a manner that the entrant can understand.

B1.9.3 Where there is an option for entrants to stay on longer-term in the housing provided immediately on arrival, furniture, linen and other household goods should be provided in a way that minimises the potential impact on clients of removing furniture and removalist costs.

B1.9.4 In providing support to locate and enter a lease for alternative accommodation, the Contractor must identify housing options that are consistent with the entrant's stated needs with particular regard for: family composition; proximity to social support; retail, educational and community services; the entrant's health and income; and any special needs.

B1.9.5 In providing accommodation immediately on arrival, the Contractor must:

(a) maximise the benefit to both the Commonwealth and the entrant of any government rental or related assistance that might be available to the entrant;

(b) not seek a rental contribution exceeding 30% of the combined taxable income of household members over the age of 18 or the rental value of the property, whichever is less;

(c) not seek a utilities contribution exceeding \$5 per person per week up to a maximum of \$20 per household unit per week.

Services

B1.10 The Contractor must work with housing providers, including State/Territory Housing authorities, community housing services, and private sector rental providers to:

- (a) generate more and earlier housing options for entrants; and
- (b) reduce discrimination towards entrants in housing allocation.

Standards

B1.11 The Contractor must work to generate housing options and reduce discrimination in a manner that is:

- (a) targeted to entrant needs and in areas where entrants settle; and
- (b) co-operative and collaborative.

HOUSEHOLD FORMATION SUPPORT

CONTRACTOR'S OBLIGATIONS AND WORK TO BE PERFORMED

C1. CONTRACT SERVICES

C1.1 The Contractor shall provide the Contract Services specified in **Annexure C to Schedule 1** (the HFS Contract Services), under the *Integrated Humanitarian Settlement Strategy (IHSS)*, to achieve the following outcome:

The eligible Humanitarian Program entrant has the basic material requirements to establish a household in Australia.

Eligibility

C1.2 Humanitarian Program entrants who are eligible to receive **HFS** services are:

- a) Refugees (Visa sub-classes 200, 201, 203, 204) and Special Humanitarian Program entrants (Visa sub-class 202) referred by the Department to the Contractor for assistance through the provision of Contract Services;
- (b) persons who have been released from immigration detention facilities in Australia on the grant of a Permanent Protection Visa who are referred by the Department to the Contractor for assistance through the provision of Contract Services; and
- (c) any other Humanitarian Program entrant or visa holder determined by the Commonwealth as eligible and referred by the Department to the Contractor for the provision of Contract Services.

Service Areas

C1.3 The Contractor shall ensure that eligible Humanitarian Program entrants can access the HFS Contract Services in the areas specified in Section B1.1 of the Schedule to this Contract.

Household Formation Support Services and Standards

C1.4 The HFS Contract Services, specified in the table below, shall be designed and delivered by the Contractor in accordance with:

- (a) the IHSS Service Principles listed at **paragraph D1.4 to Schedule**;
- (b) the standards specified in **Annexure C**; and
- (c) this Contract.

Definition

C1.5 For the purpose of the Household Formation Support Contract Services, a *household unit* is defined as all members of a family or group of people identified by the same Migration Program Management System (MPMS) case number

Services

C1.6 The Contractor must make available to the Commonwealth or a third party acting on behalf of the Commonwealth, information about its services for the purposes of preparing information packages for distribution to entrants, by the Commonwealth, before their departure for Australia or on exiting the Commonwealth's immigration detention facilities.

Standards

C1.7 The information provided by the Contractor must be provided by the date requested and must be

- (a) comprehensive
- (b) accurate; and
- (c) up-to-date

Services

C1.8 The Contractor must assess:

- (a) The extent of eligible household units' need for household and other material support assistance (eg. clothing, footwear, toys for children) taking into account:
 - 1. the household unit's existing accessible financial resources; and
 - 2. what the household unit may have brought with them and/or have access to; and
- (b) the best way of providing the household goods and other material support needed, taking into account the entrant's preferences.

Standards

C1.9 The contractor must conduct a needs assessment for entrants:

- (a) within three working days of the initial contact or referral of the entrant household unit;
- (b) that is fair and consistent (ie. produces consistent outcomes for entrants in comparable circumstances);
- (c) that is culturally sensitive and sensitive to the particular settlement issues of entrants;
- (d) that is non-obtrusive;
- (e) that is integrated with other IHSS assessment processes, using information previously provided by the entrant wherever possible; and
- (f) that is able to be understood by the entrant.

Services

C1.10 The Contractor must provide eligible household units with options, including through direct provision, for accessing free or low cost essentials (eg. whitegoods, furniture, beds and mattresses and other items a specified at the Attachment to Annexure C) and other material support for household establishment in Australia, taking account of assistance available from voluntary, community and other sources.

C1.10.1 In providing options, the Contractor must develop and maintain collaborative and cooperative relationships with the general community and IHSS service providers, including Community Support for Refugees (CSR) groups.

Standards

C1.11. The Contractor must provide options, including through direct provision, for accessing household essentials and other material support that:

- (a) are affordable for the household unit;
- (b) are responsive to household unit needs;
- (c) provide choice;
- (d) provide goods in reasonable condition; and
- (e) provide goods at the time the household unit is locating to permanent accommodation

ATTACHMENT

HOUSEHOLD FORMATION SUPPORT

RANGE OF GOODS

C2. The Contractor shall provide material support through the provision of a range of goods to the household unit.

C2.1. The Contractor, when possible, shall seek to supplement the Commonwealth contribution through community and individual donations, capitalising on economies of scale and avoiding duplicating assistance available from elsewhere (including family, friends, charities, ethnic communities etc).

C2.2 The contractor, in consultation with the household unit, shall provide goods, without limitation, from the following range:

<u>Household Size</u>	<u>List the Goods to be Provided Per Household</u>	<u>INDICATE NEW / 2ND HAND</u>
Single	1 Mattress (6" foam) 1 Table 2 chairs Refrigerator 1 Pillow Bedding (ie sheets and doona/blanket)	New/near new Donated/Second Hand Donated/Second Hand Donated/Second Hand New New/near new
Couple	1 Mattress (double 6" foam) 1 Table 2 chairs Refrigerator 2 Pillows Bedding x 2 (ie sheets and doona/blanket)	New/near new Donated/Second Hand Donated/Second Hand Donated/Second Hand New New/near new
Family	According to the size/needs of the family: Mattresses Table and chairs Refrigerator Pillows Bedding (ie. sheets and doona/blanket)	 New/near new Donated/Second Hand Donated/Second Hand New New/near new

C2.3. The Contractor shall seek to supplement the items at paragraph C2.2 above with the following items, new or mostly new but seconds where practicable, if available:

- quantity of crockery and cutlery appropriate to the household size
- cooking utensils including saucepans
- towels
- other household items

PROPOSER SUPPORT

CONTRACTOR OBLIGATIONS AND WORK TO BE PERFORMED

D1 CONTRACT SERVICES

D1.1 The Contractor shall provide the Contract Services, under the *Integrated Humanitarian Settlement Strategy (IHSS)*, to achieve the following outcome:

Proposers of Humanitarian Program entrants understand their obligations and are able to respond, to the best of their ability, to the needs of entrants.

Eligibility

D1.2 Proposers who are eligible to receive **Proposer Support** services are:

all proposers who are directly supporting Humanitarian Program entrants under the Refugee, Special Humanitarian Program and Special Assistance Category, including proposers under the Split Family provision of the Humanitarian Program.

Service Areas

D1.3 The Contractor shall ensure that proposers of Humanitarian Program entrants can access the Proposer Support Contract Services in the areas specified in Section B1.1 of the Schedule to this Contract.

Proposer Support Services and Standards

D1.4 The Contract Services, specified in the table below, shall be designed and delivered by the Contractor in accordance with:

- (a) the IHSS Service Principles listed at paragraph D1.4 to Schedule;
- (b) the standards specified in Annexure D; and
- (c) this Contract.

Definition

D1.5 For the purpose of the Proposer Support Contract Services, a *household unit* is defined as all members of a family or group of people identified by the same Migration Program Management System (MPMS) case number.

Services

D1.6 The contractor will be required to liaise with the Commonwealth, or any third party engaged by the Commonwealth, on the provision of information regarding a pre-embarkation package for Humanitarian Program entrants.

Standards

D1.7 The information provided by the Contractor must be provided by a date to be negotiated by the Department and the Contractor and must be

- (a) comprehensive
- (b) accurate; and
- (c) up-to-date

Services

D1.8 The contractor must provide proposers with information and guidance prior to the household unit's arrival on how to assist Humanitarian Program entrants settle in Australia. This information and guidance must be targeted to the information and guidance needs of proposers and entrants and should take account of but not be limited to:

- (a) the impact of settlement on Humanitarian Program household units;
- (b) issues proposers may face in assisting entrants to settle;
- (c) realistic expectations in relation to assisting entrants;
- (d) how proposers can assist entrants to access:
 1. translation and interpreting services;
 2. emergency services;
 3. income support (administered through Centrelink);
 4. Medicare;
 5. Financial services and budgeting advice;
 6. Community support services (eg. Those provided by Community Support for Refugees service providers);
 7. Health assessment and early intervention (consistent with local arrangements as provided by Early Health Assessment and Intervention service providers);
 8. Assistance to establish a household (eg. From Household Formation Support service providers);
 9. Education and training (eg. Adult Migrant English Program, children's schooling);
(With respect to the referral for English language tuition under the AMEP, the contractor shall ensure that clients are made aware of all providers in their state of residence, and shall ensure that clients are given sufficient information about each AMEP provider for them to make an informed choice about where they wish to enrol for English tuition.)
 10. Employment (eg. Job Network, qualifications recognition);
 11. Community services (eg. Migrant Resource Centres and Community Settlement Services Scheme funded organisations);
 12. Housing;
 13. Childcare; and
 14. Immigration advice.

Standards

D1.9 The information and guidance must be:

- (a) provided within 10 working days of referral of the proposer including time for transmission by post (if applicable)
- (b) useful;
- (c) available in different forms (verbal, written etc.);
- (d) accessible to all proposers;
- (e) comprehensive;
- (f) accurate;
- (g) up-to-date;
- (h) culturally sensitive;
- (i) able to be understood by proposers and be conveyed in a culturally and gender sensitive manner; and
- (j) based on adult education principles including but not limited to provision of opportunities for reflective and active learning.

Services

D1.10 The contractor must provide a post-arrival “help” service through which further information and problem-solving guidance on assisting entrants is made available to entrants and their proposers.

Standards

D1.11 The help service must be:

- (a) accurate;
- (b) accessible to proposers and all entrants directly supported by proposers;
- (c) developed on the basis of the information and guidance needs of proposers and the entrants; and
- (d) responsive to the information and guidance needs of proposers and entrants.

Services

D1.12 The contractor must

- (a) identify, through the help service, situations where a proposer is no longer able to directly support the household unit, even with appropriate information and guidance; and
- (b) on agreement from the Department, refer the household unit to appropriate service providers where proposers are no longer able to support entrants.

D1.12.1 In providing referral to other service providers, the contractor must develop and maintain cooperative and collaborative arrangements with general community and other service providers.

Standards

D1.13 Referral must be provided within 48 hours of identification of need and approval by the Department in a manner that is:

- (a) responsive to proposer and entrant needs;
- (b) sensitive to relationship dynamics;
- (c) culturally sensitive; and
- (d) able to be understood by proposers and entrants.

SERVICE SUPPORT

CONTRACTOR OBLIGATIONS AND WORK TO BE PERFORMED

E1 CONTRACT SERVICES

E1.1 The Contractor shall provide the Contract Services, under *the Integrated Humanitarian Settlement Strategy (IHSS)* to achieve the following outcome:

That IHSS service providers are equipped to meet:

- (a) *the service needs of eligible Humanitarian Program entrants in the initial stages of settlement; and*
- (b) *their obligations as contracted service providers, employers and partners where relevant.*

Enhance entrants' settlement by expanding the capacity of the voluntary sector to deliver services by:

- (a) *being responsible for the recruitment, co-ordination and registration process of Community Support for Refugees groups; and*
- (b) *providing training and support to Community Support for Refugees groups.*

Eligibility

E1.2 Service providers who are eligible to receive **Service Support** services are:

- . all IHSS service providers and Community Support for Refugees (CSR) groups.

Service Areas

E1.3 The Contractor shall ensure that service providers can access the Service Support Contract Services in the areas specified in Section B1.1 of the Schedule to this Contract.

Service Support Services and Standards

E1.4 The Contract Services, specified in the table below, shall be designed and delivered by the Contractor in accordance with:

- (d) the IHSS Service Principles listed at paragraph D1.4 to Schedule;
- (e) the standards specified in Annexure E; and
- (f) this Contract.

Note: Where the Contractor is the only contracted IHSS service provider in the service delivery area, the Contractor will only be delivering service support to staff in their own organisation as well as all Community Support for Refugees volunteers in accordance with the services, standards and performance indicators of the specifications in this annexure. Reporting requirements relating to other contracted IHSS service providers will therefore not be required of the Contractor.

<p>Services</p> <p>E1.5 The contractor must conduct assessments of the training and information needs of IHSS service providers directly relevant to the delivery of IHSS contract services. This assessment must also:</p> <ul style="list-style-type: none">(a) identify training and information priorities for IHSS service providers; and(b) identify the frequency of need for the training and information. <p>E1.5.1 The assessment must include, but need not be limited to, the need for training and information related to:</p> <ul style="list-style-type: none">(a) the Government’s Humanitarian Program;(b) Settlement Assistance;(c) IHSS service principles;(d) IHSS Code of Conduct;(e) cross-cultural awareness and communication;(f) torture and trauma awareness;(g) working with interpreters;(h) working with volunteers;(i) enhanced service delivery through effective networking; and(j) meeting the Commonwealth’s Contract accountability and reporting requirements.
<p>Standards</p> <p>E1.6 The contractor must undertake training and information needs assessments with all IHSS service providers.</p>
<p>Performance Indicators</p> <p>E1.7 The contractor must provide a report to the Department on the results of the needs assessment:</p> <ul style="list-style-type: none">(a) in the first year, within 2 calendar months of the commencement of the contract or the contract services, whichever is the later;(b) on 1 April of each successive year.

E1.7.1 The report will need to be approved by the Department and should include:

- (a) the date the assessments took place;
- (b) the IHSS contractors, and any other organisations consulted;
- (c) a list of the prioritised training and information needs; and frequency of training and information needs.

Services

E1.8 The contractor must develop a training and information delivery plan, based on the needs assessment referred to in E1.5, to enhance the capacity of IHSS service providers to meet their IHSS contractual obligations.

E1.8.1 The contractor's plan must:

- (a) identify training available through other funded sources (eg torture and trauma training provided by EHAI providers);
- (b) cost each type of training required and information provision including materials, delivery and administrative costs;
- (c) include details for implementation such as:
 - A. planned delivery dates and venues;
 - B. names of IHSS providers requiring this training and information; and
 - C. planned number of attendees.

E1.8.2 The contractor must implement the training and information delivery plan once approved by the Commonwealth.

Standards

E1.9 The contractor must develop a training and information plan:

- (a) in consultation with other IHSS contractors;
- (b) that takes into account the general availability of IHSS service provider staff;
- (c) which observes and reinforces IHSS service principles and standards;
- (d) which is consistent with the IHSS Code of Conduct;
- (e) which has regard for the cultural needs of IHSS service provider staff; and
- (f) which is consistent with adult education principles, including but not limited to provision of group facilitation and other opportunities for active and reflective learning.

Performance Indicators

E1.10 The contractor must provide to the Department for approval:

- (a) a plan within 3 months of the signing of the contract or the commencement of contract services (whichever is the later), for the training and information to be delivered in the 2001 – 2002 financial year; and
- (b) a plan by 1 April of each successive year for the training and information to be delivered in the following financial year.

E1.10.1 The contractor must also provide the following reports to the Department:

- (a) on a quarterly basis:
 - 1) the extent to which training and information needs are met in accordance with the approved plan and the reasons why any part of the approved plan has not been implemented;

- 2) the number of training sessions provided, listed according to the subject matter dealt with;
 - 3) the number of participants who received training, listed by organisation.
- (b) The results of any client satisfaction surveys conducted by the contractor which are designed to elicit feedback on the extent to which the service meets the specifications and standards and complies with service principles.

E1.10.2 The Department reserves the right to conduct random surveys of participants to verify results of contractor surveys.

E1.10.3 The Department reserves the right to conduct random examinations, during business hours and with prior notice, of contractor records relevant to the contract services.

E1.10.4 The Department reserves the right to sit on any training course or information session conducted as part of the contract services.

Services

E1.11 The contractor must develop and implement a monitoring and evaluation strategy to assess the effectiveness of the training and improve planning and delivery of future training. The results of the evaluation are to be taken into account in the needs assessment for the training and information implementation plan for the following year.

Standards

E1.12 The contractor must develop an evaluation strategy which:

- (a) Identifies the effectiveness of training and information provided in terms of improved service delivery;
- (b) Identifies gaps in training and information requirements of IHSS service providers;
- (c) Identifies the timeframe in which the evaluation will take place.

E1.12.1 The contractor must provide the evaluation strategy to the Department within 2 months following of the date of approval by the Department of the training and information plan.

Performance Indicators

E1.13 The contractor must provide a report on the results of the evaluation strategy in accordance with the time frame indicated in the strategy.

E1.13.1 The evaluation in each year must be undertaken prior to the next year's needs assessment taking place.

Services

E1.14 The contractor must make available information resources to enhance the capacity of:

- (a) IHSS service providers to meet their obligations as IHSS contracted service providers; and
- (b) CSR groups to assist in the delivery of IHSS services.

E1.14.1 The contractor must provide the information resources or refer the relevant IHSS service provider where applicable to an appropriate organisation who can meet their needs.

E1.14.2 Information resources may include, but need not be limited to, information on:

- (a) best practice models;
- (b) Refugee issues;
- (c) staff management;
- (d) recruitment;
- (e) industrial relations;
- (f) Occupational Health and Safety;
- (g) financial regulation;
- (h) compensation cover, and
- (i) role of volunteers

Standards

E1.15 The contractor must provide information resources that are:

- (a) accessible to all IHSS service providers and CSR groups at a time convenient to them;
- (b) targeted to the organisational needs of IHSS service providers and CSR groups;
- (c) comprehensive;
- (d) kept up-to-date;
- (e) able to be understood by IHSS service providers and CSR groups.

Performance Indicators

E1.16 The contractor must provide the following reports to the Department:

- (a) in November of each year, a list of all information resources and a list of all agencies to which an IHSS service contractor or CSR group has been referred;
- (b) the results of any contractor conducted client satisfaction surveys designed to elicit feedback on the extent to which the service meets the specifications and standards and complies with service principles;
- (c) on a quarterly basis, details of:
 - 1) the range of topics about which information is disseminated;
 - 2) the number and names of IHSS service providers and CSR groups receiving information;
 - 3) the frequency of access to information resources by each IHSS service provider or CSR group ;
 - and
 - 4) the existing and emerging information needs of IHSS service providers and CSR groups.

E1.16.1 The Commonwealth reserves the right to conduct random surveys of participants to verify results of contractor surveys.

Services

E1.17 The contractor must develop, in consultation with other IHSS contractors a CSR Recruitment Plan that will take into account the profile of the Humanitarian Entrants which includes, but may not be limited to:

- (a) Ethnicity;
- (b) Age;
- (c) Geographical settlement location;
- (d) Gender, and
- (e) Marital status and family composition

E1.17.1 The CSR Recruitment Plan must be approved by the Department and include:

(a) Strategies for targeting prospective use of volunteers and frequency of their use;
 (b) Identify priority areas; and
 (c) Identify costs.

E1.17.2 The contractor must implement the approved CSR Recruitment Plan.

Standards

E1.18 The contractor must develop the CSR Recruitment Plan within 3 months of the contract date or commencement of the contract services (whichever is the later)

E1.18.1 The contractor must demonstrate the CSR Recruitment Plan’s flexibility in taking into account changes in the profile of Humanitarian Entrants and in the number and profile of CSR groups at any time.

E1.18.2 The contractor must implement the CSR Recruitment Plan in a manner that is:

(a) Culturally and community sensitive; and
 (b) Easily understood by the target audience.

Performance Indicators

E1.19 The contractor must provide to the Department within 3 months of the contract date and thereafter in February of each year (covering recruitment for the following financial year), the CSR Recruitment Plan unless otherwise specified.

E1.19.1 The success of the implementation of the CSR Recruitment Plan will be measured against the number and the ability of CSR groups to assist the changing profile of Humanitarian entrants registered in accordance with the CSR Recruitment Plan.

Services

E1.20 The contractor must register CSR groups in accordance with the CSR Management Guidelines and enter registration details on to the CSR module of the HUSCI electronic reporting system.

Standards

E1.21 The contractor must:

(a) Register CSR Groups in a manner that conforms with the Department’s CSR Management Guidelines;
 (b) Advise CSR Groups of registration within one month of receiving an application, subject to the eligibility criteria in the Department’s CSR Management Guidelines being satisfied;
 (c) Advise the Department via e:mail of any deferred or rejected applications within 7 working days of the determination (the information will eventually be available on HUSCI but advice on police check results needs to be known by the Department as soon as possible); and
 (d) Advise IHSS contractors and the Department via e:mail within 7 days of approval of newly registered members and groups.

Performance Indicators

E1.22 The contractor must provide to the Department on a monthly basis via e:mail a list of all CSR applications and determinations, together with the details of all new registered CSR members and groups. In addition the Contractor must provide on a monthly basis via e:mail the names of CSR members and groups who have withdrawn their membership.

Services

E1.23 The contractor must administer and report on payments made to CSR groups of the agreed amount per household unit assisted, in accordance with the Department's CSR Management Guidelines (currently the agreed amount is \$---- if not GST registered, and \$----if GST registered).

Standards

E1.24 The contractor must make payments to CSR groups within 14 calendar days of the date of arrival of the humanitarian family being assisted by the CSR group.

Performance Indicators

E1.25 The contractor must provide on a monthly basis to the Department separate from HUSCI:

- (a) A report on the number of CSR groups paid during the preceding month including a spreadsheet that shows the name of the contact person provided funding, the name of the CSR group and the MPMS number as well as the name of the family unit for which they received the funding.

Services

E1.26 The contractor must facilitate access by CSR groups or refer CSR groups to IHSS service providers to enable the CSR groups to negotiate agreements to assist IHSS service providers where applicable in the delivery of their contracted services.

Standards

E1.27 This assistance must be provided in a manner that:

- (a) is consistent with the aims of the CSR groups and IHSS service providers;
- (b) is sensitive to the voluntary nature of the intended services;
- (c) is appropriate to the skills and knowledge of the CSR groups;
- (d) recognises the timeframes and availability of CSR groups and IHSS service providers.

Performance Indicators

E1.28 The contractor must provide to the Department on a six monthly basis a report on the service provided in assisting CSR groups in negotiations with contracted IHSS service providers to deliver additional services.

Services

E1.29 Prior to the exit interview conducted by the IIOA (Initial Information and Orientation Assistance) provider, the contractor must ensure that CSR groups have provided social friendship and support (and raising community awareness if applicable) to humanitarian families.

Standards

E1.30 This assessment must be undertaken in a manner that is:

- (a) Sensitive to the nature of the activities of volunteers; and
- (b) Is non-intrusive to the refugee family.

Performance Indicators

E1.31 The contractor must provide to the Department on a six monthly basis a qualitative report on the analysis of the CSR service provided to humanitarian families.

E1.32 The contractor must, if required, provide advice to assist CSR groups in completing their annual CSR Report.

Standards

E1.33 The advice must be:

- (a) Concise and informative; and
- (b) Sensitive to the time and resources available to CSR groups.

Performance Indicators

E1.34 The contractor must provide to the Department on an annual basis the number of CSR groups who received this assistance.

Services

E1.35 The contractor must:

- (a) Assess, in consultation with the CSR groups, the information, training and support required by CSR groups to provide social support and community awareness;
- (b) Develop a training plan for CSR groups which meets CSR groups' needs as identified. The plan must clearly identify the order of training priorities. This service should be conducted at the same time as those services at E1.5 and should take into account training information listed at E1.5.1;
- (c) Submit the CSR Training Plan, together with costs, to the Commonwealth for approval;
- (d) Advise CSR groups of the approved plan including arranging for the delivery of the training in the approved plan;
- (e) Implement the approved training plan; and
- (f) Evaluate the training plan.

Standards

E1.36 The contractor must undertake the needs assessment within 3 months of commencement of the contract, or the commencement of the contract services, whichever is the later; and subsequently undertake further assessments as frequently as the contractor deems necessary, but at least in February of each year of the contract.

E1.36.1 The contractor must develop the training plan, at least annually, but more frequently if the contractor believes it necessary.

E1.36.2 The contractor must provide training that:

- (a) Observes and reinforces IHSS service principles;
- (b) Is responsive to CSR groups needs;
- (c) Has regard for CSR groups personal and time commitments;
- (d) Is at a pace and pitch suited to CSR groups;
- (e) Is consistent with adult education principles, including but not limited to group facilitation and other opportunities for active and reflective learning.

E1.36.3 The contractor must arrange introductory training within one month of registration and, where the group is newly registered and/or has no previous relevant experience, prior to the group receiving a referral.

E1.36.4 The contractor must distribute its training schedule to CSR groups one month prior to the

commencement of the period covered by each plan.

E1.36.5 The Contractor must ensure:

- (a) That as many CSR groups as possible are able to participate in the training as set out in the plan;
and
- (b) That the materials produced and utilised during the training are written in plain English.

Performance Indicators

E1.37 The contractor must provide the Department with CSR groups' initial and subsequent needs assessments.

E1.37.1 The contractor must provide to the Department details of CSR groups' training plan and an outline of training provided within 3 months of the signing of the contract or the commencement of contract services (whichever is the later), and then by 1 April of each successive year and more frequently if the Department considers it necessary. The Department may also request copies of any materials produced and distributed.

QUESTION TAKEN ON NOTICE

BUDGET ESTIMATES HEARING: 29 and 30 May 2002

IMMIGRATION AND MULTICULTURAL AND INDIGENOUS AFFAIRS PORTFOLIO

(132) Output 2.1: Settlement Services

Senator McKiernan (L&C 432) asked for a copy of the [blank] AMEP contract.

Answer:

The question is interpreted as referring to the contract for AMEP tuition from July 2003 as the discussion that preceded this question was in relation to the AMEP tender round which commenced on 27 April 2002.

A copy of a draft pro-forma contract for the delivery of AMEP services from July 2003 is attached.



RFT VERSION

AGREEMENT

between

COMMONWEALTH OF AUSTRALIA

and

[INSERT NAME OF SERVICE PROVIDER]

for the provision of the Adult Migrant Education Program (AMEP) to the *[insert region]* region in the state of *[insert State/Territory]*.

[Note:

- (i) This RFT version has been prepared to cover a Contract Region where AMEP Services will be provided through a Consortium. This version will be amended as necessary to cover a Contract Region where a single Service Provider will be engaged; and*
- (ii) The Schedules to this Agreement will be drafted to incorporate the offers made by the successful Service Providers to include details of how the AMEP Services will be delivered by the Service Providers]*

Table of Contents

Table of Contents	i
Part A - Definitions and Interpretation	1
1. Definitions and Interpretation.....	1
1.1 Definitions	1
1.2 Interpretation	5
1.3 Precedence of Documents	6
PART B - Term, Scope and Operation of the Agreement	6
2. Term of Agreement	6
2.1 Term	6
2.2 Extension of Term	6
3. Services to be Provided	6
3.1 Scope of Services	6
3.2 Additional Services	6
4. Structure of Consortium	6
4.1 Liability of Parties	6
4.2 Responsibilities	7
4.3 Division of Responsibilities	7
4.4 Contractor not relieved of responsibility.....	7
4.5 Changes to Consortium Membership	8
5. Variation of Agreement.....	8
5.1 Operation of this clause	8
5.2 Process for Variation.....	8
5.3 No Variation	8
6. Notices	9
6.1 Address for service	9
6.2 Delivery of Notices	9
PART C - Management, Reporting and Reviews	9
7. Management Structure and Responsibilities	9
7.1 Commonwealth's Management Structure	9
7.2 Consortium's Management Structure	10
7.3 Liaison between Consortium and Commonwealth	10
8. Reporting	10
8.1 Annual Reports	10
8.2 Annual Audited Statements	11
8.3 Reporting on ARMS	11
8.4 Annual Professional Development Plans	12
8.5 Other Reports.....	12
9. Performance Reviews and Meetings	12
9.1 AMEP Coordination Meetings.....	12
9.2 Client Surveys	12

9.3	Other Meetings and Reviews.....	13
PART D - Provision of the Services		13
10.	Overview of Services.....	13
10.1	Overview	13
10.2	Summary of Services	13
11.	Service Providers' Warranties.....	13
11.1	Warranties in relation to expertise	13
11.2	Warranties in relation to Performance.....	13
12.	Performance Benchmarks & Standards.....	14
12.1	Performance Benchmarks	14
12.2	Standards and Best Practice	14
13.	Transition Plan	15
14.	Provision of Facilities	15
15.	Personnel.....	16
16.	Subcontractors.....	16
17.	Additional Services.....	17
17.1	Quotation.....	17
17.2	Ordering Additional Services	17
PART E - Financial Matters		17
18.	Fees, Payment & Invoicing	17
18.1	Fees, Allowances & Assistance.....	17
18.2	Payment Requirements	18
18.3	Verification & Withholding of Payment	18
18.4	Invoicing Requirements	18
19.	Goods and Services Tax	18
PART F - Management and Ownership of Information.....		19
20.	Commonwealth Furnished Information	19
21.	Intellectual Property Rights in Agreement Material	20
21.1	Data on ARMS	20
21.2	Agreement Material.....	20
21.3	Specific Purpose Funding.....	20
21.4	Existing Material.....	20
21.5	Publication of Agreement Material.....	20
21.6	IP Warranty	21
21.7	Further Assurances.....	21
21.8	Survival.....	21
22.	Moral Rights	21
22.1	Waiver	21
22.2	Definitions	21

23.	Disclosure of Information	21
	23.1 Confidential Information	21
	23.2 Approval to Disclose	22
	23.3 Conditions of Disclosure	22
	23.4 Disclosure by Service Provider	22
	23.5 Reporting and Accountability	22
	23.6 Survival of this clause	22
24.	Privacy.....	22
PART G - Insurance, Liability and Indemnity		24
25.	Insurance	24
26.	Liability.....	24
27.	Indemnity	24
Part H - Disputes and Termination		25
28.	Dispute Resolution	25
	28.1 Process for Resolving a Dispute	25
	28.2 Continuation of Services	26
	28.3 No Application	26
29.	Termination and Reduction for Convenience.....	26
30.	Termination for Default	27
31.	Assistance to Transition Out.....	27
Part I - Miscellaneous Provisions.....		27
32.	Security Standards and Procedures.....	27
	32.1 Personnel Security Standards	27
33.	Compliance with Commonwealth Law and Policy.....	28
34.	Conflict of Interest	29
35.	Access to Service Providers' Premises	29
36.	Conduct at Commonwealth Premises.....	30
37.	Negation of Employment, Partnership and Agency.....	30
38.	Waiver.....	30
39.	Assignment and Novation.....	30
40.	Applicable Law	30
Schedule 1 - Agreement Details		32
Schedule 2 - Services		34

Schedule 3 - Management of Services and Information.....	43
Schedule 4 - Financial Matters	45
Schedule 5 - Proforma Official Order.....	46
Schedule 6 - Proforma Deed of Variation.....	47
Attachment A - Transition Plan.....	49
Attachment B - Proforma Deed of Confidentiality and Privacy.....	50

THIS AGREEMENT is made on the _____ day of _____ 2002

PARTIES **COMMONWEALTH OF AUSTRALIA (the “Commonwealth”)** represented by the Department of Immigration and Multicultural and Indigenous Affairs (**the “Department”**)

The Parties identified in **Item 1.1 of Schedule 1 - Agreement Details** comprising the **[insert name] CONSORTIUM** (the “Consortium”)

PURPOSE

- A. The AMEP is a national settlement program administered by the Department. The aim of the AMEP is to help newly arrived migrants to develop English language skills to assist them to settle successfully in Australia, participate effectively in the community and access services available in the general community. The AMEP is funded by the Commonwealth and is delivered through service providers in all States and Territories.
- B. The Commonwealth requires the Service Providers to deliver the AMEP on behalf of the Department in the **[insert name of region]** Region of **[insert name of state]** in accordance with this Agreement.

IT IS AGREED

Part A - Definitions and Interpretation

1. Definitions and Interpretation

1.1 Definitions

In this Agreement, unless the contrary intention appears:

“**Additional Services**” means any services ordered by the Department to be performed by the Service Providers in accordance with an Official Order;

“**Agreement**” means this Agreement including any Schedules and Attachments;

“**Agreement Material**” means all Material:

- (a) created for the purposes of this Agreement;
- (b) provided or required to be provided to the Department as part of the Services; or
- (c) derived at any time from the Material referred to in subparagraphs (a) or (b);

“**AMEP**” means the Adult Migrant English Program established under the *Immigration (Education) Act 1971*;

“**AMEP Client predictive model**” means the model which provides the Department with a forecast of AMEP demand based on migration intake, English language need, reach and participation;

“Annual Report” means the report to be provided by the Service Providers to the Department in accordance with **subclause 8.1** of this Agreement which describes the Service Providers’ performance of the Services in the year to which the report relates;

“Approved Subcontractor” means a subcontractor notified to the Department in writing under **subparagraph 16(a)** and includes the Consortium Affiliates;

“ARMS” means the AMEP Reporting and Management System owned and developed by the Department to provide nationally consistent data;

“AVETMISS” means the Australian Vocational Education and Training Management Information Statistical Standard;

“Citizenship Course” means the AMEP course *“Let’s Participate: A Course in Australian Citizenship”*;

“Client” means an adult migrant speaker of another language who is eligible for AMEP tuition;

“Commencement Date” means the date on which the Parties sign this Agreement, or if they do not sign on the same date, the date the last Party signs;

“Commonwealth Furnished Information” means the information contained in any Material:

- (a) provided by the Department to the Service Providers for the purposes of this Agreement; or
- (b) derived at any time from the Material referred to in subparagraph (a);

“Statement of Requirement” means the Statement of Requirement comprising Section **[insert]** of the RFT;

“Confidential Information” means information that is by its nature confidential and:

- (c) is designated by a Party as confidential; or
- (d) the other Party knows or ought to know is confidential,

but does not include information which:

- (e) is or becomes public knowledge other than by:
 - (i) breach of this Agreement; or
 - (ii) any other unlawful means;
- (f) is in the possession of a Party without restriction in relation to disclosure before the date of receipt from the other Party;
- (g) has been independently developed or acquired by the other Party;
- (h) is contained in any clause, Item, Schedule or detail contained in this Agreement except those agreed by the Parties as being confidential and specified in **Item [insert] of Schedule 1 - Agreement Details** or an Official Order;

- (i) by law is required to be disclosed including under court subpoena, parliamentary order, under the *Freedom of Information Act 1982* (Cth) or as part of discovery during legal proceedings; or
- (j) is required to be disclosed to any government agency, authority, department or Minister, or to any parliamentary committee,

and the burden of establishing any exceptions referred to in paragraphs (e) to (j) above is on the other Party;

“Consortium” means the consortium consisting of [insert] as Prime Contractor and the Parties identified in **Item 1.1 of Schedule 1 - Agreement Details**, who together will perform the Services in accordance with this Agreement;

“Consortium Affiliate” means an organisation listed in **Item 1.2 of Schedule 1 - Agreement Details** which acts as an affiliate of the Consortium and is required to perform any part of the Services specified by the Consortium;

“Consortium Representative” means the person nominated by the Prime Contractor and approved by the Service Providers, or any substitute notified in writing to the Department, who is responsible for liaison with the Department on behalf of the Consortium;

“Consortium’s Response” means the document submitted by the Service Providers in response to the RFT;

“Contract Authority” means the person holding the position specified in **Item 3.1 of Schedule 1 - Agreement Details** with overall responsibility for managing this Agreement on behalf of the Commonwealth, or any substitute notified in writing to the Consortium Representative;

“Contract Manager” means the person holding the position specified in **Item 5.2 of Schedule 1 - Agreement Details** with responsibility for managing this Agreement and who has responsibility for overseeing the activities of the Department’s Representative, or any substitute notified in writing to the Consortium Representative;

“Contract Material” means all Material:

- (a) created for the purposes of this Agreement;
- (b) provided or required to be provided to the Commonwealth as part of the Services; or
- (c) derived at any time from the Material referred to in paragraphs (a) or (b);

“CSWE” means the Certificates in Spoken and Written English curriculum framework;

“Department” means the Department of Immigration and Multicultural and Indigenous Affairs, or any other Commonwealth department or agency which becomes responsible for administering this Agreement;

“Department’s Representative” means the person holding the position specified in **Item [insert] of Schedule 1 - Agreement Details** with responsibility for managing this Agreement on a day-to-day basis and who has responsibility for overseeing the activities of the Consortium, or any substitute notified in writing to the Consortium Representative;

“DEST” means the Commonwealth Department of Education, Science and Training or any successor Commonwealth department or agency;

“**DL**” means Distance Learning directed to Clients in remote locations or those in metropolitan areas who cannot attend classes;

“**ESL**” means English as a Second Language;

“**Expiration Date**” means the date on which the Prime Contractor receives from the Department a written acceptance of the final Annual Report and a final payment, that being the date on which this Agreement expires;

“**Functional English**” is defined as level 2 on the ISLPR scale in all four macro-skills of speaking, listening, reading and writing, or CSWE Certificate 3;

“**Intellectual Property Rights**” means copyright (including Moral Rights), neighbouring rights, trade marks, (registered and unregistered), design, all rights in relation to inventions (including patent rights, semi-conductor or circuit layout rights), Confidential Information (including trade secrets and know-how) and any other rights resulting from intellectual activity in the industrial, scientific, literary or artistic fields;

“**IELTS test**” means the International English Language Testing System test;

“**IOTY**” means the software product developed by the Department entitled “*It’s Over To You*”;

“**ISLPR**” means the Australian Second Language Proficiency Rating scale;

“**Key Performance Indicators**” means the performance indicators specified in **Schedule 2 - Services** which the Service Providers must meet in providing the Services;

“**Material**” includes documents, equipment, software (including source code and object code versions), goods, information and data stored by any means including all copies and extracts;

“**Moral Rights**” means the right of attribution of authorship, the right not to have authorship falsely attributed, and the right of integrity of authorship granted to authors under the *Copyright Act 1968* (Cth);

“**NRS**” means the National Reporting System developed as a framework for reporting on outcomes of adult English language learning;

“**Official Order**” means the document substantially in the form of **Schedule 5 - Proforma Official Order** submitted by the Department to the Prime Contractor which specifies any Additional Services required by the Department and the terms and conditions to apply to those Additional Services;

“**Party**” or “**Parties**” means a party or parties to this Agreement;

“**Personnel**” means the personnel engaged by the Service Providers to perform all or part of the work constituting the Services;

“**Prime Contractor**” means **[insert]** and includes the **[insert]**;

“**RFT**” means the Request for Tender No: **[insert]** issued by the Department seeking tenders for the provision of Services for the AMEP;

“**Service Providers**” means the Prime Contractor and, to the extent only that Services are performed by each of them, the other Parties comprising the Consortium as specified in **Item 1.1 of Schedule 1 - Agreement Details**;

“**Services**” means those services required to be provided by the Service Providers under this Agreement, as specifically described in **Schedule 2 - Services** and including any Additional Services;

“**Settlement Database**” means the Department’s electronic records of all new settlers in Australia;

“**Term**” means the term of this Agreement specified in **clause 2** including any extensions;

“**Transition Plan**” means the plan required to be prepared by the Service Providers under **clause 13** which describes how the Consortium proposes to implement all transition arrangements necessary to enable it to perform the Services and which will be based on the Consortium’s Response; and

“**writing**” means any representation of words, figures or symbols capable of being rendered in a visible form.

1.2 Interpretation

In this Agreement:

- (a) words importing a gender include any other gender;
- (b) words in the singular include the plural and words in the plural include the singular;
- (c) clause headings are inserted for convenient reference only and have no effect in limiting or extending the language of provisions to which they refer;
- (d) words importing persons include a partnership and a body whether corporate or otherwise;
- (e) all references to dollars are to Australian dollars;
- (f) reference to any statute or other legislation (whether primary or subordinate) is to a statute or other legislation of the Commonwealth as amended or replaced from time to time;
- (g) where any word or phrase is given a defined meaning, any other part of speech or other grammatical form in respect of that word or phrase has a corresponding meaning;
- (h) the Schedules and any Attachments form part of this Agreement;
- (i) a reference to a Schedule (or an Attachment) is a reference to a Schedule (or an Attachment) to this Agreement, including as amended or replaced from time to time by agreement in writing between the Parties;
- (j) The reading down or severance of a particular provision does not affect the other provisions of this Agreement; and
- (k) Subject to **subclause 1.3**, the Statement of Requirement and the Consortium’s Response form part of this Agreement. **[confirm]**

1.3 Precedence of Documents

If there is any direct inconsistency between any part of this Agreement, the following order of precedence will apply (with the first taking precedence over the second and so on):

- (a) the terms and conditions of this Agreement;
- (b) the Schedules;
- (c) the terms and conditions of an Official Order;
- (d) any Attachments;
- (e) **[Consortium's Response]**; and
- (f) the Statement of Requirement.

PART B - Term, Scope and Operation of the Agreement

2. Term of Agreement

2.1 Term

This Agreement commences on the Commencement Date and will remain in effect for 5 years or until the Expiration Date, whichever occurs later, unless terminated earlier in accordance with **clause 29 or clause 30**.

2.2 Extension of Term

The Commonwealth may, in its absolute discretion, elect to extend the Term for an additional period of up to 12 months.

3. Services to be Provided

3.1 Scope of Services

Under this Agreement, the Commonwealth engages the Service Providers to perform the Services described in **Schedule 2 - Services** of this Agreement on the terms and conditions of this Agreement.

3.2 Additional Services

The Commonwealth may, from time to time, require Additional Services in which case, the Commonwealth will submit to the Prime Contractor an Official Order in accordance with **clause 11**.

4. Structure of Consortium

4.1 Liability of Parties

This Agreement operates so as to:

- (a) bind all parties as Parties to this Agreement and an obligation on the part of the Service Providers under this Agreement binds each Service Provider severally and not jointly and severally;
- (b) impose liability on the Prime Contractor for performance of all obligations of the Service Providers and any Consortium Affiliates under this Agreement; and
- (c) impose liability on each of the Service Providers in respect of the Services to be provided by them.

4.2 Responsibilities

The Prime Contractor:

- (a) is responsible for allocating provision of the Services among the Service Providers and the Consortium Affiliates and for coordinating the performance of the Services;
- (b) is primarily responsible for ensuring the Service Providers and the Consortium Affiliates perform their part of the Services and their obligations under this Agreement;
- (c) is responsible for liaison with the Department on behalf of all Service Providers on all matters relating to this Agreement otherwise required by the Department;
- (d) must ensure that the other Service Providers are kept reasonably informed of all material matters arising from liaison with the Department;
- (e) is responsible for ensuring that all reports required under this Agreement are delivered to the Department as specified in this Agreement;
- (f) will receive all payments due under this Agreement on behalf of the other Service Providers; and
- (g) is responsible for making payments to the other Service Providers in amounts specified in **Item [insert] of Schedule 4 - Financial Matters** for performing their part of the obligations under this Agreement.

4.3 Division of Responsibilities

Notwithstanding that the Prime Contractor is responsible for performance of the Services, the other Service Providers must perform all the functions and obligations in relation to the Services for which they have been allocated responsibility by the Prime Contractor under **subparagraph 4.2(a)**.

4.4 Contractor not relieved of responsibility

The Prime Contractor agrees to be fully responsible for the performance of the Services and for ensuring compliance with the requirements of this Agreement, and will not be relieved of that responsibility because of any:

- (a) involvement by the Commonwealth in the performance of the Services;
- (b) payment made to the Prime Contractor on account of the Services;
- (c) subcontracting of the Services; or

- (d) acceptance by the Commonwealth of replacement Personnel.

4.5 Changes to Consortium Membership

If, for whatever reason, the Prime Contractor proposes to alter the membership of the Consortium or other Consortium arrangements or to replace or remove any of the Consortium Affiliates, the Prime Contractor will notify the Commonwealth in writing, and with at least 30 days notice, of the reasons for the proposed change. No change will be made to the Consortium arrangements or membership without the prior written approval of the Commonwealth, but such approval will not be unreasonably withheld.

5. Variation of Agreement

5.1 Operation of this clause

The provisions of this Agreement will not be varied either in law or in equity except as provided for by this **clause 5 and clause 11**.

5.2 Process for Variation

- (a) Other than when submitting an Official Order for Additional Services, if either the Service Providers or the Department wish to vary this Agreement, the proposing Party will deliver a variation proposal prepared in accordance with this **subclause 5.2** to the other Party in accordance with **clause 6**.
- (b) The Party which receives a variation proposal must notify the proposing Party, by a notice delivered to the proposing Party in accordance with **clause 6**, within 14 days of receiving the variation proposal, that it either:
- (i) accepts the proposal; or
 - (ii) rejects the proposal.
- (c) If the Party receiving the variation proposal rejects the proposal, the terms and conditions contained in this Agreement will remain in force.
- (d) If the Party receiving the variation proposal accepts the proposal then the Party proposing the variation must:
- (i) complete a “Variation of Agreement” in the form set out at **Schedule 6 - Proforma Deed of Variation**; and
 - (ii) the Parties will properly execute the Variation of Agreement.

5.3 No Variation

Subject to **clause 17**, no proposed and accepted variation is binding or has any effect whatsoever until a Variation of Agreement in the form set out at **Schedule 6 - Proforma Deed of Variation** is signed by the Parties.

6. Notices

6.1 Address for service

Any notice, request or other communication to be given under this Agreement is to be in writing and dealt with as follows:

- (a) if given by the Service Providers to the Department, signed by the Consortium Representative and marked for the attention of the Contract [Authority] at the following address:

Adult Migrant English Program
Department of Immigration and Multicultural and Indigenous Affairs
PO Box 25
BELCONNEN ACT 2616

or as otherwise notified by the Department; and

- (b) if given by the Department to the Service Providers, signed by [the Department's Representative] and marked for the attention of the Consortium Representative at the following address:

[insert address]

or as otherwise notified by the Prime Contractor.

6.2 Delivery of Notices

- (a) Any notice, request or other communication must be delivered either by hand, sent by prepaid post or transmitted electronically.
- (b) If a notice is sent or transmitted electronically, a copy of the notice is also to be sent to the addressee by prepaid post.
- (c) A notice, request or other communication will be deemed to be received:
- (i) if delivered by hand, upon delivery;
 - (ii) if sent by prepaid ordinary post within Australia, upon the expiration of 2 business days after the date on which it was sent; and
 - (iii) if transmitted electronically, upon receipt by the sender of an acknowledgment that the communication has been properly transmitted to the recipient.

PART C - Management, Reporting and Reviews

7. Management Structure and Responsibilities

7.1 Commonwealth's Management Structure

- (a) The Contract Authority is the Commonwealth's representative in respect of all aspects of the requirements specified in this Agreement. In the conduct of the day to day management of the Services required by this Agreement, the Contract Authority will act through the Contract Manager who may, in turn, act through the

Department's Representative for the day-to-day management of this Agreement and the Service Providers.

- (b) The Contract Manager may notify the Prime Contractor of the appointment of a Department's Representative and the roles and responsibilities of that Department's Representative.
- (c) The role of the Contract Manager and/or any Department's Representative may include:
 - (i) notifying the Service Providers of minimum benchmarks of performance for Services;
 - (ii) consulting with the Service Providers to develop a range of performance indicators and the means to be employed for the purpose of measuring performance in the delivery of Services, where no minimum benchmarks are available; and
 - (iii) notifying the Service Providers of the policies, directions, guidelines and standards of the Commonwealth and those of the Department with which the Service Providers must comply in providing Services under this Agreement.

7.2 Consortium's Management Structure

- (a) Key positions in the Consortium's management of provisions of Services will be:
 - (i) [insert details]
 - (ii) [insert details]
- (b) All other management arrangements will be in accordance with the Consortium's Response unless otherwise agreed by the Parties.

7.3 Liaison between Consortium and Commonwealth

The Consortium Representative, or the Prime Contractor, must liaise with the Department; and

- (a) promptly provide any information which the Department may reasonably require; and
- (b) promptly comply with any reasonable request made by the Department.

8. Reporting

8.1 Annual Reports

- (a) The Prime Contractor will provide Annual Reports to the Department on the qualitative aspects of the implementation of the AMEP. Such reports will address the Key Performance Indicators and other criteria contained in the Consortium's Response, and any additional issues identified during the annual review of business levels, including, without limitation:
 - (i) Client grievances;

- (ii) reasons Clients have given as to why they exited the AMEP;
- (iii) length of any waiting lists for child care;
- (iv) AMEP Citizenship Course delivery;
- (v) outcomes of Client surveys in relation to services delivered and how this information will be incorporated into the Service Provider's program improvement planning; and
- (vi) any other matter in respect of the performance of the Services as may be reasonably required by the Commonwealth.

- (b) Any concerns the Department may have in relation to an Annual Report will be notified in writing to the Prime Contractor within 3 months of receipt of the report by the Department.

8.2 Annual Audited Statements

- (a) The Prime Contractor must provide an annual audited statement to the Department verifying that payments made by the Department to the Service Providers have been expended by the Service Providers in accordance with this Agreement.
- (b) Where audits identify shortcomings or deficiencies in the Service Providers' satisfaction of the requirements of the audit, the Service Providers are to initiate immediate remedial action as directed by the Department and respond to the audit findings.

8.3 Reporting on ARMS

- (a) The Service Providers will utilise ARMS to:
 - (i) maintain and update information on the conduct of the required Services; and
 - (ii) conform to reporting standards similar to the AVETMISS.
- (b) Specifically, the Service Providers will enter such information on ARMS as may be required by the Department including:
 - (i) number of Clients in each of the formal learning activities (classroom, DL) and informal activities (HTS);
 - (ii) number of hours of tuition offered to each client;
 - (iii) Client learning outcomes - CWSE competencies, stages and Certificates achieved;
 - (iv) average Client waiting time between registration and enrolment;
 - (v) deferrals and reasons for deferrals; and
 - (vi) reasons for not starting or withdrawing from a learning activity.

- (c) The Service Providers will ensure that only properly trained staff use ARMS for this purpose. The Department will provide all necessary requirements and procedures for reporting on ARMS including all necessary staff training.
- (d) The Service Providers will retain all records and data pertaining to all information entered onto ARMS system for 5 years and provide such records to the Department for verification if so requested.

8.4 Annual Professional Development Plans

The Service Providers must prepare Annual Professional Development Plans which must:

- (a) incorporate participation by personnel in the annual consultation process of the AMEP Research Centre in relation to national professional development priorities;
- (b) refer to the AMEP Research Centre's schedule of professional development activities, which is available to the Service Providers on the AMEP Research Centre's professional development website; and
- (c) include participation in:
 - (i) assessment moderation as required under CSWE licensing;
 - (ii) ongoing development of a central assessment task bank managed by the AMEP Research Centre; and
 - (iii) professional development activities on assessment task design and evaluation at both local and national levels.

8.5 Other Reports

The Service Providers will prepare and provide to the Department any other reports specified in **Item [insert] of Schedule 3 - Management of Services and Information**.

9. Performance Reviews and Meetings

9.1 AMEP Coordination Meetings

- (a) The Service Providers will participate in regular and formal co-ordination meetings as they apply to the delivery of the required Services and the Service Providers' compliance with their contractual obligations.
- (b) The Service Providers will be required to meet their own travel and accommodation costs associated with attendance at coordination meetings.
- (c) The Prime Contractor may be required to attend interstate meetings organised by the Department up to 3 times in any one year, and the participation of all Service Providers may be required from time to time.

9.2 Client Surveys

The Service Providers will contribute as required by the Commonwealth to surveys to be conducted by the Commonwealth to analyse Client satisfaction with the Services provided by the Service Providers. For the purpose of data collection and analysis, the Commonwealth reserves the right to use the services of third parties.

9.3 Other Meetings and Reviews

The Service Providers will participate in any other reviews or meetings specified in **Item [insert]** of *Schedule 3 - Management of Services and Information*.

PART D - Provision of the Services

10. Overview of Services

10.1 Overview

The Service Providers must provide the Services described in this Part D, *Schedule 2 - Services*, and, where relevant, in accordance with any Variation or Official Order.

10.2 Summary of Services

The Service Providers must provide the following Services:

- (a) Tuition and Assessment as detailed in **Item [insert]** of *Schedule 2 - Services*;
- (b) Special Tuition Services as detailed in **Item [insert]** of *Schedule 2 - Services*;
- (c) Assistance to Clients as detailed in **Item [insert]** of *Schedule 2 - Services*; and
- (d) Promotion of AMEP and Community Consultations as detailed in **Item [insert]** of *Schedule 2 - Services*.

11. Service Providers' Warranties

11.1 Warranties in relation to expertise

The Service Providers warrant that they:

- (a) have done everything reasonably possible to inform themselves fully and completely of:
 - (i) the Commonwealth's requirements for the Services;
 - (ii) the law and the conditions, risks, contingencies and all other factors which may affect the timing, scope, cost or effectiveness of the Services; and
 - (iii) the amount and nature of the resources, expertise, materials, labour and everything else necessary for the implementation and management of the Services and the performance of the Service Providers' obligations under this Agreement; and
- (b) enter into this Agreement based on their own investigations, interpretations, deductions, information and determinations and acknowledge that they are aware that the Commonwealth has entered into this Agreement relying upon this warranty.

11.2 Warranties in relation to Performance

Without limiting any other clause, the Service Providers warrant that:

- (a) they will perform the Services in accordance with this Agreement at the highest professional standards, and in a proper, effective and efficient manner;
- (b) in providing the Services they will be responsive to the changing needs and environment of the Commonwealth and governmental requirements, as communicated to the Service Providers;
- (c) they will exercise the highest standards of skill, care and diligence that would be expected of an expert professional provider of the Services;
- (d) they will continuously seek to improve the quality, effectiveness and efficiency of the Services and will inform the Commonwealth in writing of opportunities to do those things, to reduce costs as they occur and to make reasonable efforts to ensure that the funds provided under this Agreement are used in the most efficient and effective manner reasonably possible;
- (e) their employees and the subcontractors have the experience, skills and qualifications necessary to perform the Services as required by the Agreement;
- (f) they will use adequate numbers of appropriately qualified personnel to perform the Services;
- (g) they will exercise a duty of the utmost good faith to the Commonwealth in performing its obligations under this Agreement; and
- (h) they have the right or consent of all relevant owners or licensors of all relevant third party rights needed for the provision of the Services.

12. Performance Benchmarks & Standards

12.1 Performance Benchmarks

- (a) The Service Providers must achieve agreed benchmarks without delay and at no additional cost to the Commonwealth where:
 - (i) minimum benchmarks of performance are specified for the Services;
 - (ii) the Service Providers are notified of the benchmarks; and
 - (iii) the Department requires the Service Providers to improve the conduct of the Services to achieve those benchmarks.
- (b) For Services where minimum benchmarks are not available, the Service Providers will be required to agree with the Department on an appropriate range of performance indicators and the means to be employed for the purpose of measuring performance. These indicators and means may also be specified in a relevant Official Order.

12.2 Standards and Best Practice

- (a) The Service Providers must undertake and complete the Services to a high professional standard. In particular:
 - (i) the Services must be carried out to the satisfaction of the Department in accordance with this Agreement and otherwise in accordance with

relevant best practice, industry standards and relevant Commonwealth, State and local Government legislative requirements and any other standards and guidelines specified in this Agreement or notified to the Service Providers in writing. The Service Providers will strictly observe all such standards and requirements and meet any associated business registration and licensing requirements at their own cost; and

(ii) the Department may require the Service Providers to provide evidence confirming the satisfaction of these standards and requirements during the course of this Agreement.

(b) The Service Providers will ensure that the Service Providers' employees, agents and subcontractors (if any) conduct themselves in a professional manner in undertaking and completing the Services and, in particular, that they demonstrate cross-cultural sensitivity and awareness in their performance of the Services.

(c) The Service Providers must comply with the policies, directions, guidelines and standards of the Commonwealth, as well as any directions given by the Department, and notified to the Consortium Representative. The Service Providers must also ensure that their employees, agents and subcontractors (if any) also so comply.

13. Transition Plan

(a) The Service Providers must, within 30 days of the Commencement Date, deliver to the Department, in accordance with **clause 6**, a Transition Plan for the purpose of guiding the implementation of the Service Providers' proposal for the delivery of the Services to the Commonwealth. The Transition Plan must be based on the Consortium's Response.

(b) The Department will advise the Service Providers within 30 days of receipt of the Transition Plan, whether the Department approves the proposed Transition Plan, and if the Department does not approve the Transition Plan proposed:

(i) the Department may require the Service Providers to develop amendments to the Transition Plan or an alternative plan; or

(ii) the Department and the Consortium Representative will consult to develop an amended Transition Plan, to be delivered to the Department within a reasonable time for the Department's further consideration and approval.

14. Provision of Facilities

(a) The Service Providers are responsible for providing all facilities necessary and incidental to the delivery of the Services. These facilities must be in accordance with the required legislative standards and be located in areas where Clients live or work, or be accessible by public transport such that travel time between the Client's home or work place does not exceed 30 minutes.

(b) All facilities will include disability access as provided for in clause **[insert]** of the Consortium's Response.

15. Personnel

- (a) The Service Providers will be responsible for providing all employees, agents and subcontractors necessary to undertake and complete the Services.
- (b) The Service Providers, and their Consortium Affiliates, employees, agents and subcontractors are to hold the professional qualifications, credentials and accreditation which are appropriate for the provision of the Services being undertaken and completed.
- (c) The Service Providers must provide ongoing professional support and development for its employees, agents and subcontractors.
- (d) The Service Providers must provide ongoing professional support and development for teaching and other personnel in accordance with its annual professional development plans.
- (e) The Department will notify the Prime Contractor in writing as soon as possible if any Personnel are:
 - (i) having, in the reasonable opinion of the Department, a material adverse affect on the provision of the Services; or
 - (ii) in the reasonable opinion of the Department are manifestly unsuitable for contact with Clients.
- (f) Where **subparagraph 15(e)** applies, the Department will first:
 - (i) raise its concerns in writing with the Prime Contractor;
 - (ii) consult the Prime Contractor on possible remedies; and
 - (iii) subject to any law, industrial agreement or award, give the Prime Contractor a reasonable opportunity to remedy the situation which may include:
 - A. removing or procuring the removal of Personnel from the Services; and
 - B. providing or procuring the provisions of replacement Personnel acceptable to the Department at no additional cost and at the earliest opportunity.

16. Subcontractors

- (a) The Service Providers must notify the Department in writing, of any subcontractors it proposes to use in the performance of the Services. Any subcontractors so notified to the Department are Approved Subcontractors unless the Commonwealth advises the Service Providers in writing that the proposed subcontractors are not approved. The Department may impose any terms and conditions it considers appropriate when giving its approval under this **subparagraph 16(a)**.
- (b) The Consortium Affiliates listed in **Item [insert] of Schedule 1 - Agreement Details** are Approved Subcontractors for the purposes of **subparagraph 16(a)**.

- (c) The Service Providers remain fully responsible for the provision of the Services even if the Department has approved the use of subcontractors.

17. Additional Services

17.1 Quotation

If the Department requires Additional Services from the Service Providers under this Agreement it may:

- (a) request from the Consortium Representative a written quotation, proposal, tender or other information relevant to the required Services;
- (b) conduct any discussions and negotiations with the Consortium Representative that the Commonwealth requires in order to reach agreement with the Consortium Representative on all matters relevant to the Additional Services; and
- (c) mutually determine with the Contractor the contents of an Official Order in writing relating to the Additional Services;

17.2 Ordering Additional Services

- (a) If and when the Department requires Additional Services, the Department will submit an official order to the Consortium's Representative which specifies the Additional Services it requires, the corresponding fees and other requirements.
- (b) When the Department and the Consortium's Representative have agreed on the contents of an Official Order:
 - (i) the Official Order will form part of this Agreement and will take effect from the date of which the last Party signs;
 - (ii) the Additional Services specified in the Official Order will form part of the Services to be provided by the Service Providers under **Schedule 2 - Services**; and
 - (iii) the Service Providers will provide the Additional Services in accordance with the Official Order and the terms and conditions of this Agreement.
- (c) If there is any direct inconsistency between the terms and conditions of this Agreement and an Official Order, the terms and conditions of this Agreement will prevail to the extent of any inconsistency.

PART E - Financial Matters

18. Fees, Payment & Invoicing

18.1 Fees, Allowances & Assistance

- (a) The Commonwealth agrees to:
 - (i) pay the fees and allowances specified in **Item [insert] of Schedule 4 - Financial Matters**;

(ii) provide the facilities and assistance specified in **Item [insert] of Schedule 3 - Management of Services and Information**; and

(iii) for the Term, guarantee a minimum level of business as specified in **Item [insert] of Schedule 4 - Financial Matters**.

18.2 Payment Requirements

(a) Payments due to the Service Providers under this Agreement will be made by the Commonwealth to the Prime Contractor **[monthly in arrears]** in accordance with the payment procedures set out in **Item [insert] of Schedule 4 - Financial Matters**, subject to this **clause 18**.

(b) Any adjustments to fees, reimbursements or repayments due to the Service Providers will be determined and paid every 6 months at the end of each financial year and calendar year during the Term of this Agreement.

18.3 Verification & Withholding of Payment

(a) Prior to payment being made, the Contract Manager will verify the correctness of the invoice and confirm that the Services provided by the Service Providers against which payment is sought, have been delivered in accordance with this Agreement and any relevant Official Order(s).

(b) The Commonwealth will be entitled, in addition to any other right it may have, to delay payment or any instalment of fees or allowances until the Service Providers have completed to the reasonable satisfaction of the Commonwealth that part of the Services to which the payment relates.

18.4 Invoicing Requirements

The Prime Contractor agrees to submit invoices for payment in the manner specified in **Item [insert] of Schedule 4 - Financial Matters**.

19. Goods and Services Tax

(a) Subject to **subparagraph 19(b)**, where the Department is required to reimburse the Service Providers for an amount the Service Providers pay to a third party, the amount payable by the Department will be a GST exclusive amount (ie. the amount paid by the Service Providers less any amounts in respect of GST included in the consideration provided to the third party), whether or not amounts for GST are separately identified by the third party supplier to the Service Providers.

(b) Amounts that the Department is required to pay under this Agreement are calculated on a GST-exclusive basis. Where the Service Providers become liable to remit any amount of GST in respect of any supply the Service Providers make to the Department in accordance with this Agreement (“**GST Liability**”), the amount otherwise payable by the Department under this Agreement will be increased by the amount of the GST liability, or any lesser amount required by law. The increased amount will be payable by the Department in the same manner and at the same time as other amounts payable under this Agreement.

- (c) Where required, the Service Providers will provide a tax invoice, which may enable the Department, if permitted by the GST legislation, to claim a credit or refund, a notional credit or refund, of GST.
- (d) There are some circumstances in which supplies relating to this Agreement are not taxable supplies under the GST legislation, for example certain supplies may be “exempt” (input taxed) or GST-free (subject to a zero rate), the Service Providers will not charge for GST in those circumstances.
- (e) As required by any applicable legislation, where identifiable cost savings is realised by virtue of the enactment of the GST legislation and related New Tax System changes, those cost savings will be reflected in the calculations of the charges under this Agreement.
- (f) In this **clause 19**:
- (i) **“GST Legislation”** means any goods and services tax implemented in Australia pursuant to the *A New Tax System (Goods and Services Tax) Act 1999* introduced by the Federal Government and includes all Acts relating to that Act, together with all amendments made to it, and any subsequent Act of Parliament enacting such Acts, whether or not subject to any amendment, and **“GST”** means the goods and services tax payable pursuant to such GST Legislation;
 - (ii) **“New Tax System changes”** has the meaning given by proposed section 75AT of the *A New Tax System (Trade Practices Amendment) Act 1999* or that provision as enacted; and
 - (iii) **“Supplies”** and other terms used in this clause which have meanings under the GST Legislation have the meanings implemented pursuant to the GST Legislation.

PART F - Management and Ownership of Information

20. Commonwealth Furnished Information

- (a) The Department may provide such Commonwealth Furnished Information as is required by the Service Providers to:
- (i) perform the Services; and
 - (ii) to meet their other obligations under this Agreement,
- including, without limitation, contact details of potentially eligible Clients where these are available.
- (b) The Commonwealth grants to the Service Providers a royalty-free, non-exclusive licence to use, reproduce and adapt Commonwealth Furnished Information for the purposes of undertaking and completing the Services under this Agreement.
- (c) The Service Providers agree to ensure that all Commonwealth Furnished Information is used strictly in accordance with any conditions or restrictions set out in this Agreement, and/or any direction by the Department.

- (d) Upon the expiration or early termination of this Agreement, the Service Providers will return to the Department all Commonwealth Furnished Information remaining in their possession. The Service Providers will be required to certify that Commonwealth Material is currently held and in good working order consistent with Departmental stocktake requirements.
- (e) The Service Providers are required to make good any damage to, or loss of Commonwealth Material where that damage or loss is a result of negligence on the part of the Service Providers.

21. Intellectual Property Rights in Agreement Material

21.1 Data on ARMS

All data entered into ARMS in accordance with **clause 8.3** will be the property of the Commonwealth but the Commonwealth grants to the Service Providers a royalty free non-exclusive licence to use such data only for the purposes of the Services or for their own accountability requirements.

21.2 Agreement Material

Subject to **subclause 21.3**, all Intellectual Property Rights in other Agreement Material created for the Services will vest in the Service Provider which created the Material. However, the Service Providers grant to the Commonwealth a permanent, royalty-free licence to use such Agreement Material for reporting and accountability purposes only.

21.3 Specific Purpose Funding

All Intellectual Property Rights in Material created as a result of specific purpose funding [**check**] from the Commonwealth for general use in the AMEP will vest in the Commonwealth. The Commonwealth grants to the Service Providers a royalty-free, non-exclusive licence to use such Material for the purposes of the Services.

21.4 Existing Material

This **clause 21** does not affect the ownership of Intellectual Property Rights in any existing Material, but the Service Providers grant to the Department a permanent, irrevocable, royalty-free, world-wide, non-exclusive licence (including a right of sublicense) to use, reproduce and adapt any such existing Material in conjunction with the other Agreement Material.

21.5 Publication of Agreement Material

Any publication of Agreement Material will:

- (a) include an express acknowledgment of the support of the Commonwealth and AMEP; and
- (b) will comply with **clauses 23 and 24** of this Agreement.

21.6 IP Warranty

The Service Providers warrant that they are entitled, or will be entitled at the relevant time, to deal with the Intellectual Property Rights in the Agreement Material in the manner provided for in this **clause 21**.

21.7 Further Assurances

If requested by the Department, the Service Providers agree to bring into existence, sign, execute or otherwise deal with any document which may be necessary or desirable to give effect to this **clause 21**.

21.8 Survival

This **clause 21** survives the expiration or termination of this Agreement.

22. Moral Rights

22.1 Waiver

- (a) The Service Providers must ensure that each person who:
- (i) will provide, or otherwise assist in the provision of the Services; or
 - (ii) is or will be, an owner or licensor of any Intellectual Property Rights that are to be vested in or licensed to the Commonwealth in accordance with this Agreement,
- provides a written consent to a waiver of any moral rights held by that person (“**Waiver**”).
- (b) The Waiver referred to in **subparagraph 22.1(a)** must be:
- (i) perpetual, irrevocable, and unconditional in nature; and
 - (ii) provided to the Commonwealth as and when required.

22.2 Definitions

For the purposes of this **clause 22**, a “person” means any natural person, and includes any natural person who is:

- (a) a subcontractor or agent of the Service Providers; or
- (b) any officer or employee of the Service Providers.

23. Disclosure of Information

23.1 Confidential Information

If the Parties agree that any clause, Item, Schedule or detail contained in this Agreement is Confidential Information, this Confidential Information will be specified in **Item [insert]of Schedule 1 - Agreement Details**.

23.2 Approval to Disclose

The Parties agree not to disclose to any person, except as required by law, any Confidential Information relating to this Agreement or the Services, without prior approval in writing from the other Party.

23.3 Conditions of Disclosure

The Commonwealth may impose any conditions or restrictions it considers appropriate when giving its approval under **subclause 23.2**.

23.4 Disclosure by Service Provider

- (a) The Commonwealth may at any time require the Service Providers to give, and to arrange for their officers, employees, agents and subcontractors engaged in the performance of the Services to give an undertaking in writing including a Confidentiality Deed substantially in the form of **Attachment B - Proforma Deed of Confidentiality and Privacy**, relating to the non-disclosure of Confidential Information.
- (b) If a Service Provider receives a request under this clause it agrees to arrange promptly for all such undertakings to be given.

23.5 Reporting and Accountability

The Service Providers agree to provide all reasonable assistance to the Department with regard to the release of the Service Providers' Confidential Information where disclosure may be required for the purposes of the Department's Parliamentary reporting and accountability obligations.

23.6 Survival of this clause

This **clause 23** survives the expiration or termination of this Agreement.

24. Privacy

- (a) This **clause 24** applies only where the Service Providers deal with personal information when, and for the purpose of, providing Services under this Agreement.
- (b) The Service Providers acknowledge that they are 'contracted service providers' within the meaning of section 6 of the *Privacy Act 1988* (the Privacy Act), and agree in respect of the provision of Services under this Agreement;
 - (i) to use or disclose personal information obtained during the course of providing Services under this Agreement, only for the purposes of this Agreement;
 - (ii) not to do any act or engage in any practice that would breach an Information Privacy Principle (IPP) contained in section 14 of the Privacy Act, which if done or engaged in by an agency would be a breach of that IPP;
 - (iii) to carry out and discharge the obligations contained in the IPPs as if it were an agency under the Privacy Act;

- (iv) to notify individuals whose personal information the Service Providers hold, that complaints about acts or practices of the Service Providers may be investigated by the Privacy Commissioner who has power to award compensation against the Service Providers in appropriate circumstances;
- (v) not to use or disclose personal information or engage in an act or practice that would breach section 16F (direct marketing), an NPP (particularly NPP's 7 to 10) or an APC, where that section, NPP or APC is applicable to the Service Providers, unless;
- A. in the case of section 16F - the use or disclosure is necessary, directly or indirectly, to discharge an obligation under this Agreement; or
- B. in the case of an NPP or an APC - where the activity or practice is engaged in for the purpose of discharging, directly or indirectly, an obligation under this Agreement, and the activity or practice which is authorised by this Agreement is inconsistent with the NPP or APC;
- (vi) to disclose in writing to any person who asks, the content of the provisions of this Agreement (if any) that are inconsistent with an NPP or an APC binding a Party to this Agreement;
- (vii) to immediately notify the agency if the Service Providers become aware of a breach or possible breach of any of the obligations contained in, or referred to in this **clause 24**, whether by the Service Providers, a Consortium Affiliate or any subcontractor;
- (viii) to comply with any directions, guidelines, determinations or recommendations referred to in, or relating to the matters set out in this **clause 24**; and
- (ix) to ensure that any employee of the Service Providers who is required to deal with personal information for the purposes of this Agreement is made aware of the obligations of the Service Providers set out in this **clause 24**.
- (c) The Service Providers agree to ensure that any subcontract entered into for the purpose of fulfilling its obligations under this Agreement contains provisions to ensure that the subcontractor has the same awareness and obligations as the Service Provider has under this clause, including the requirement in relation to subcontracts.
- (d) The Service Providers agree to indemnify the Commonwealth in respect of any loss, liability or expense suffered or incurred by the Commonwealth which arises directly or indirectly from a breach of any of the obligations of the Service Providers under this **clause 24**, or a subcontractor.
- (e) In this **clause 24**, the terms 'agency', 'approved privacy code' (APC), 'Information Privacy Principles' (IPPs) and 'National Privacy Principles' (NPPs) have the same meaning as they have in section 6 of the Privacy Act, and 'personal information', which also has the meaning it has in section 6 of the Privacy Act means;

'information or an opinion (including information or an opinion forming part of a database), whether true or not and whether recorded in a material form or not,

about an individual whose identity is apparent, or can reasonably be ascertained from the information or opinion’.

- (f) The provisions of this **clause 24** survive termination or expiration of this Agreement.

PART G - Insurance, Liability and Indemnity

25. Insurance

Each of the Service Providers will, for so long as any obligations remain in connection with this Agreement, including those which survive the expiration or termination of this Agreement:

- (a) obtain and maintain:
- (i) professional indemnity insurance;
 - (ii) worker’s compensation insurance; and
 - (iii) public liability insurance;
- in the amounts specified in **Item [insert] of Schedule 1 - Agreement Details**; and
- (b) upon request, provide proof of insurance acceptable to the Department.
-

26. Liability

- (a) The liability of the Service Providers for any claim, demand, suit, dispute, proceedings or action arising out of or in connection with this Agreement or otherwise arising at law or in equity (in this clause 26 referred to as a “**Claim**”) will be determined under the relevant law in Australia that is recognised and would be applied by the High Court of Australia.
- (b) The liability of the Service Providers for loss of or damage suffered by the Commonwealth will be reduced in proportion to the Commonwealth’s failure to comply with its obligations and responsibilities under this Agreement, except to the extent that such failure is caused by, or contributed to, by fault of the Service Providers, their employees, agents or subcontractors.
-

27. Indemnity

- (a) The Service Providers indemnify the Commonwealth from and against any:
- (i) liability incurred by the Commonwealth;
 - (ii) loss of or damage to property of the Commonwealth; or
 - (iii) loss or expense incurred by the Commonwealth in dealing with any claim against it including legal costs and expenses on a solicitor/client basis and the cost of time spent, resources used or disbursements paid by the Commonwealth,
- arising from:
- (iv) any act or omission by the Service Providers, their officers, employees, agents or subcontractors in connection with this Agreement where there

was fault on the part of the Service Providers which gave rise to that liability, loss or damage, or loss or expense;

(v) any breach by the Service Providers of their obligations or warranties under this Agreement;

(vi) any use or disclosure by the Service Providers, their Consortium Affiliates, officers, employees, agents or subcontractors of Personal Information held or controlled in connection with this Agreement; or

(vii) the use by the Commonwealth of the Agreement Material including any claims by third parties about the ownership or right to use Intellectual Property Rights in Agreement Material.

(b) In this clause, “**fault**” means negligent or unlawful conduct or wilful misconduct.

(c) The Service Provider’s liability to indemnify the Commonwealth under this **clause 25** will be reduced proportionately to the extent that any fault of the Commonwealth contributed to the relevant liability, loss or damage, or loss or expense.

(d) The right of the Commonwealth to be indemnified under this **clause 25** is in addition to, and not exclusive of, any other right, power or remedy provided by law, but the Commonwealth is not entitled to be compensated in excess of the amount of the relevant liability, loss or damage, or loss or expense.

(e) In this **clause 25**, “**Commonwealth**” includes officers, employees and agents of the Commonwealth.

(f) This **clause 25** survives the expiration or termination of this Agreement.

Part H - Disputes and Termination

28. Dispute Resolution

28.1 Process for Resolving a Dispute

The Service Providers and the Department agree that any dispute arising during the course of this Agreement will be dealt with as follows:

(a) the Party claiming that there is a dispute will deliver to the other Party a notice, in accordance with **clause 6**, setting out the nature of the dispute;

(b) the Parties will try to resolve the dispute by direct negotiation, including by referring the matter to persons who may have authority to intervene and direct some form of resolution;

(c) the Parties have 10 business days from the delivery of the notice to reach a resolution or to agree that the dispute will be submitted to mediation or some other form of alternative dispute resolution procedure; and

(d) if:

(i) there is no resolution or agreement; or

- (ii) 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 such extended time as the Parties may agree in writing before the expiration of the 15 business days, then, any Party may commence legal proceedings.

28.2 Continuation of Services

Despite the existence of a dispute, the Service Providers will (unless requested in writing not to do so) continue to perform the Services.

28.3 No Application

This clause 28 does not apply to action by the Department under or purportedly under clauses 29 or 30 nor does it preclude any of the Parties from commencing legal proceedings for urgent interlocutory relief.

29. Termination and Reduction for Convenience

- (a) The Commonwealth may, at any time by at least one months written notice or such other time as is appropriate in the circumstances, terminate this Agreement or reduce the scope of the Services immediately.
- (b) Upon receipt of a notice of termination or reduction the Service Providers agree to:
 - (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, Agreement Material and Commonwealth Furnished Information; and
 - (iii) continue work on any part of the Services not affected by the notice.
- (c) Where there has been a termination under subparagraph 29(a), the Commonwealth will be liable only for:
 - (i) payments under Item [insert] of Schedule 4 - Financial Matters for Services rendered before the effective date of termination; and
 - (ii) reasonable costs incurred by the Service Providers that are directly attributable to the termination.
- (d) Where there has been a reduction in the scope of the Services under subparagraph 29(a), the Commonwealth's liability to make payments under Item [insert] of Schedule 4 - Financial Matters will, unless there is agreement in writing to the contrary, abate in accordance with the reduction in the scope of the Services.
- (e) The Commonwealth will not be liable to pay compensation under subparagraph 29(c) in an amount which would, in addition to any amounts paid or due, or becoming due, to the Service Providers under this Agreement, together exceed the fees set out in Item [insert] of Schedule 4 - Financial Matters.
- (f) The Service Providers will not be entitled to compensation for loss of prospective profits.

30. Termination for Default

- (a) Where the Prime Contractor or the Service Provider fails to satisfy any of its material obligations under this Agreement, the Commonwealth if it considers that the failure is:
- (i) not capable of remedy, may, by written notice, terminate this Agreement immediately; or
 - (ii) capable of remedy, may, by written notice require that the failure be remedied within a reasonable time as specified in the notice and, if not remedied within that time, may terminate this Agreement immediately by giving a second notice.
- (b) The Commonwealth will not exercise its right under subparagraph 30(a) without:
- (i) first consulting the Prime Contractor about possible remedies;
 - (ii) agreeing on a strategy for remedying any default; and
 - (iii) if necessary, providing the Prime Contractor with the opportunity to nominate a replacement service provider acceptable to the Commonwealth.

31. Assistance to Transition Out

- (a) Upon termination or expiration of this Agreement, the Service Providers will cooperate with the Department and provide all reasonable assistance to the Department in the transition from the provision of the Services by the Service Providers to any other person or party deemed appropriate by the Commonwealth.
- (b) As part of their obligations under this **clause 31**, the Service Providers may be required to, in accordance with any request by the Department:
- (i) engage in debriefing meetings with the Contract Manager, any relevant Department's Representative and any other person deemed appropriate by the Commonwealth to attend the debriefing; and
 - (ii) provide a written response to questions in relation to the delivery of the Services prepared by the Department and delivered to the Service Providers.

Part I - Miscellaneous Provisions

32. Security Standards and Procedures

32.1 Personnel Security Standards

- (a) Any Personnel, and all subcontractors, whom the Service Providers propose to carry out work or perform duties under this Agreement and who will be required, while carrying out some or all of that work, or performing some or all of those duties, to:
- (i) enter secure areas in Commonwealth buildings or places;

- (ii) work with Commonwealth personnel for extended periods; or
 - (iii) have access to, or be responsible for the physical custody of, official, security classified, sensitive or commercial information, or documents or valuable assets belonging to the Commonwealth or a third party; or
- must hold a particular kind of security clearance, the details of which will be notified to the Service Providers by the Department.

(b) The Service Providers, or any Personnel or subcontractors, will provide to the Department, in the form required by the Department, such information as the Department from time to time reasonably requests for the purpose of allowing the Department to undertake reasonable investigations for the purposes of this **clause 32** including any consent from any Personnel or subcontractor that is necessary to undertake such investigations.

(c) The Department will not unreasonably withhold authorisation of a person and agrees to notify the Service Providers in writing of:

- (i) the names of the Personnel or subcontractors it authorises to carry out work or perform duties under this Agreement (in this clause 32 referred to as an “**Authorised Person**”), the type and level of clearance given in respect of each of those persons and the date from which, or the period during which, those clearances will be effective; and
- (ii) the names of the Personnel or subcontractor it refuses to authorise to carry out such work or perform such duties;

and the Service Providers agree to sign a copy of that notice, and return it to the Department as soon as possible as acknowledgment of the receipt of the document.

- (d) The Service Providers agree to advise the Department promptly in writing of any change in the circumstances of an Authorised Person that, in the Service Provider’s reasonable opinion, is likely to affect the Department’s assessment of the person as an Authorised Person.
- (e) The Commonwealth may, at any time, on reasonable grounds, but without coming under any liability whatsoever, withdraw, limit or suspend its authorisation for a particular Authorised Person and will so notify the Prime Contractor if this occurs.

33. Compliance with Commonwealth Law and Policy

The Service Providers will, in carrying out this Agreement, comply with:

- (a) all relevant legislation of the Commonwealth (particularly the *Crimes Act 1914*, *Racial Discrimination Act 1975*, *Sex Discrimination Act 1984* and *Disability Discrimination Act 1992*), or of any State, Territory or local authority;
- (b) any obligations they have under the *Equal Opportunity for Women in the Workplace Act 1999*; and
- (c) any other policy or law of the Commonwealth notified to the Consortium in writing by the Department.

34. Conflict of Interest

- (a) The Service Providers warrant that, to the best of their knowledge and belief after making diligent inquiry, at the Commencement Date no conflict with the interests of the Commonwealth exists or is likely to arise in the performance of the Services under this Agreement.
- (b) If, during the performance of the Services a conflict of interest arises, or appears likely to arise, the Service Providers must:
 - (i) notify the Department immediately in writing;
 - (ii) make full disclosure of all relevant information relating to the conflict; and
 - (iii) take such steps as the Department may reasonably require to resolve or otherwise deal with the conflict.
- (c) If the Service Providers do not notify the Department or are unable or unwilling to resolve or deal with the conflict as required, the Department may:
 - (i) notify the Prime Contractor that it requires the Service Provider to which the conflict relates to withdraw from the Consortium; or
 - (ii) terminate this Agreement in accordance with the provisions of **clause 30**.
- (d) The Service Providers must not, and will use their best endeavours to ensure that any employee, agent or subcontractor of the Service Providers does not, engage in any activity or obtain any interest during the term of this Agreement that is likely to conflict with or restrict the Service Providers in providing the Services to the Department fairly and independently.

35. Access to Service Providers' Premises

- (a) The Department or its nominee, the Australian National Audit Office, the Australian Auditor-General or a delegate of the Auditor-General, (for the purpose of performing the Auditor-General's statutory functions), may, at reasonable times and on giving reasonable notice to the Service Providers:
 - (i) access the premises of the Service Providers;
 - (ii) require the Service Providers, their employees, agents, or subcontractors, to provide records and information which are directly related to this Agreement;
 - (iii) inspect and copy documentation and records, however stored, in the custody or under control of the Service Providers their employees, agents, or subcontractors which are directly related to this Agreement; and
 - (iv) require the Service Providers to provide full and accurate answers to any questions concerning records or information related to this Agreement.
- (b) The Service Providers must do all things necessary to comply with the requirements notified under this **clause 17**.

- (c) This clause applies for the Term and for a period of 5 years from the date of expiration or termination of this Agreement.

36. Conduct at Commonwealth Premises

The Service Providers agree that when using the Commonwealth's premises or facilities for the purposes of providing the Services, they will comply with all reasonable directions and procedures relating to occupational health, safety and security in operation at those premises or in regard to those facilities (including the Commonwealth's smoke-free work-place policy) whether specifically drawn to the attention of the Service Providers or as might reasonably be inferred from the circumstances.

37. Negation of Employment, Partnership and Agency

- (a) The Service Providers must not represent themselves, and agree to use their best endeavours to ensure that their officers, employees, agents and subcontractors do not represent themselves, as being an officer, employee, partner or agent of the Commonwealth, or as otherwise able to bind or represent the Commonwealth.
- (b) The Service Providers are not, by virtue of this Agreement, officers, employees, partners or agents of the Commonwealth, nor do the Service Providers have any power or authority to bind or represent the Commonwealth.

38. Waiver

- (a) If a Party does not exercise (or delays in exercising) any of its rights, that failure (or delay) does not operate as a waiver of those rights.
- (b) A single or partial exercise by a Party of any of its rights does not prevent the further exercise of any right.

39. Assignment and Novation

- (a) The Service Providers must not assign their obligations, and agree not to assign their rights, under this Agreement without, in either case, prior approval in writing from the Commonwealth.
- (b) The Service Providers must not consult with any other person for the purposes of entering into an arrangement that will require novation of the Agreement without first consulting the Department.

40. Applicable Law

The laws in the Australian Capital Territory apply to this Agreement.

EXECUTED as a an Agreement

[insert attestation blocks]

Draft

Schedule 1 - Agreement Details

1. The Consortium & Consortium Affiliates

1.1 Members of the Consortium

- (a) Prime Contractor

[insert Details]

- (b) Service Provider

[insert Details]

1.2 Consortium Affiliates

Consortium Affiliates are approved sub-contractors under this Agreement and include:

- (a) *[insert name]*

- (b) *Tuition Providers;*

- (c) *Provider of Home Tutor Scheme, Job Readiness Training and Specialist Counselling;*

- (d) *Child Care Placement Services.]*

2. Notices

2.1 Commonwealth

Department of Immigration and Multicultural Affairs
PO Box 25
BELCONNEN ACT 2616

2.2 Prime Contractor

[insert name and contact details]

3. Liaison

3.1 Contract Authority:

[insert name and contact details]

3.2 Contract Manager:

[insert name and contact details]

3.3 Department's Representative:

[insert name and contact details]

3.4 Consortium Representatives:

[insert name and contact details]

4. Insurance

4.1 Workers Compensation Insurance

[insert details]

4.2 Professional Indemnity Insurance

[insert details]

4.3 Public Liability Insurance

[insert details]

5. Confidential Provisions

[insert details of any Confidential Information]

Schedule 2 - Services

1. Overview of Services

The Service Providers will provide English language tuition to a range of adult migrant speakers of other languages within the boundaries of the **[insert name]** Region as specified in this Part D of this Schedule 1 in accordance with and at the standard specified in **[check reference]** of the Consortium's Response, and in particular **[check reference]**.

2. Eligibility, Assessment and Tuition

2.1 Eligibility and Assessment

The Services include the following specific services which the Service Providers must provide:

- (a) *Checking Eligibility for AMEP Tuition*
 - (i) The Service Providers will assess the Client's eligibility for AMEP tuition when the Client presents for registration. Eligibility is first checked through ARMS. If a Client does not appear on ARMS eligibility tables, but appears to be eligible, advice will be sought from the ARMS help desk of the Department.
 - (ii) The AMEP Program Manager will establish regional procedures for appropriate operation of client intake, will review process biannually and will liaise with the Department on significant policy, planning and procedural matters.
 - (iii) The AMEP Educational Manager will manage processes at the local level.
- (b) *Assessment of Client English Language Skills*
 - (i) The Service Providers responsible for conducting assessments will test each Client's English language skills to determine if he/she has Functional English, defined as level 2 on the ASLPR scale in all four macro-skills of speaking, listening, reading and writing. Some Clients will have been tested offshore prior to migration through the ACCESS or IELTS tests, or other accepted testing regimes. They will be re-tested by the Service Providers on registration for confirmation of eligibility and to determine placement. Language testing must be carried out by suitably qualified and experienced staff.
 - (ii) Processes will be as specified in the Consortium's Response. A key role will be played by Assessment/Referral Officers, who are specialist teachers responsible for assessing and referring AMEP Clients. Their responsibilities will include:
 - A. conducting culturally and personally-sensitive and accurate assessment interviews;
 - B. maintaining up-to-date information on tuition/training options within and outside AMEP program delivery;

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- C. maintaining up-to-date information on, and strategic links with support agencies such as STARTTS, MA, DSS, DOCS;
 - D. monitoring all materials and documentation necessary for assessment and reporting;
 - E. liaising with first-language support personnel;
 - F. coordinating the accurate and timely collation and reporting of outcomes of Client assessments;
 - G. providing first-language information about options if necessary;
 - H. counselling and referring Clients with ASLPR 2 or above in all macroskills as to their learning options and pathways; and
 - I. developing and maintaining individual learning plans for Clients.

2.2 Tuition

The Service Providers responsible for tuition are required to provide tuition as follows:

- (a) *Provision of Tuition to Clients*
 - (i) The Service Providers will use professionally qualified staff for all formal tuition to Clients in accordance with CSWE licensing requirements and any relevant State or other requirements. The Service Providers are required to use the initial assessment of the Client's English language skills and Client profile information provided by ARMS to assign the Client to a course of tuition appropriate to his/her predicted learning pace and level, taking account of such learner characteristics as English language proficiency at entry, years of formal schooling, age, use of roman or non-roman script.
 - (ii) The Service Providers will use the CSWE curriculum framework for provision of tuition.
 - (iii) Tuition must be available on a continuous basis to ensure ongoing skills development and continued commitment to AMEP participation by Clients.
 - (iv) Eligible Clients will be assigned to a planned learning activity within one month of registration or 3 months if the Client has a child care entitlement, or later if the Client prefers.
 - (v) Assessment/Referral Officers will have a key role in the appropriate placement of Clients in courses of tuition. Their responsibilities will include:
 - A. recommending appropriate tuition in either a centre or a community situation;
 - B. negotiating appropriate tuition with Clients;

- C. reporting outcomes of that negotiation to Educational Manager/Coordinator; and
- D. identifying clients requiring written confirmation of tuition in their first language and informs the Educational Assistance.
- (vi) Clients at the CSWE III level in an employment focussed course will be offered a range of job readiness programs to complement their English tuition.
- (b) *Flexible Tuition*
- (i) Clients are very diverse, for example, in their cultural and linguistic backgrounds, their prior experience of formal education, their migration experience and their age. Tuition must be flexibly provided, in a way that is sensitive to the needs of different client groups.
- (ii) Some of the groups that may have particular needs are:
- A. older learners;
- B. youth, particularly refugee youth;
- C. those with limited prior formal education; and
- D. those who come from oral linguistic tradition.
- (c) *Provision of Centre-based Tuition*
- (i) The Service Providers will provide both full and part-time classroom tuition for eligible Clients throughout the year, at times and in locations which meet Clients' needs.
- (ii) The Service Providers will provide suitable classroom accommodation, equipment and facilities, eg computers; software to assist learning; learning and reference materials; and library facilities.
- (ii) The Service Providers will implement the processes specified in clause **[check clause reference]** of the Consortium's Response.
- (b) *Provision of Tuition in Community Settings*
- (i) In addition to providing tuition in conventional classroom settings, the Service Providers will:
- A. offer community-based orientation and language programs to meet the particular needs of specific groups of Clients, including survivors of torture and trauma, who are unable to make progress in mainstream classroom settings, or Clients who cannot attend conventional classes for cultural or religious reasons; and
- B. enable Clients to move from community-based programs into mainstream classroom programs as part of a learner pathway.

- (iii) The Service Providers will form effective working relationships with community groups and other providers of adult TESOL/ESL, in order to satisfy this requirement.
- (d) *Assessment of Learning Outcomes*
 - (i) The Service Providers will assess and report on Clients' language learning outcomes within the framework of the CSWE. The Service Providers will use ARMS to report on CSWE competencies, stages and certificate levels achieved by Clients, and to provide a statement under the NRS on request. Client and participation information must be entered onto ARMS and available for extraction within 30 days of the completion of the learning activity.
 - (ii) The Service Providers will implement the processes specified in the Consortium's Response to achieve the required outcomes and standards.

3. Special Tuition Services

3.1 Distance Learning

- (a) The Service Providers will provide the DL program to all Clients who select DL or who are assessed as being best served through a DL formal program of instruction based on the CSWE curriculum framework.
- (b) Reporting requirements for DL are the same as those for classroom based tuition.
- (c) The Department provides, through the AMEP Research Centre, the IOTY materials. These Materials may be supplemented, or replaced, by other appropriate Materials. The use of Information Technology is strongly encouraged to enhance learning outcomes.
- (d) The Service Providers will offer clients who have been referred to a DL program the opportunity to be matched with a Home Tutor for additional support.
- (e) The DL program must be delivered in accordance with the DLE rules specified in clause [check reference] of the Consortium's Response.

3.2 Home Tutor Scheme

- (a) The Service Providers will deliver HTS to Clients in the Region and will:
 - (i) implement a promotional and recruitment strategy to promote the HTS among eligible Clients and to attract volunteer tutors;
 - (ii) provide initial training for tutors (minimum 15 hours);
 - (iii) match tutors with Clients;
 - (iv) provide guidance to tutors on topics to be covered and approaches to be used with Clients; and
 - (v) provide ongoing training and support for tutors.

- (b) The Service Providers will implement the processes specified in clause [check reference] of the Consortium's Response.

3.3 Tuition in Regional and Rural Areas

- (a) Clients living in regional and rural Australia must have equivalent access to AMEP tuition as do Clients in metropolitan areas.
- (b) This will be achieved through any combination of classroom tuition, distance learning and Home Tutor Scheme support.
- (c) Where classroom tuition is not available and the client has low literacy skills or other issues such that DL is assessed as not being appropriate, tuition may be provided to clients in groups of 1 to 3 people by a qualified teacher, in a Client's home or other suitable venue. An enrolment under these conditions is calculated as 5 offered hours per week in terms of the Client's entitlement of up to 510 hours of AMEP tuition.

3.4 Citizenship Course

- (a) Service Providers will offer the Citizenship Course to all classroom based Clients and all DL Clients at the CSWE II and III levels.
- (b) Clients may voluntarily chose to take the Citizenship Course.
- (c) The Citizenship Course must be delivered in the manner specified in clause [check reference] of the Consortium's Response.

3.5 AMEP Australian Citizenship Responsibilities and Privileges Record

At the end of the learning activity involving the Citizenship Course, the Service Provider must indicate on ARMS whether a client has satisfactorily completed the course. At the client's request, the provider will print an "AMEP Australian Citizenship Responsibilities and Privileges Record" stating that they have met the Responsibilities and Privileges requirement for Australian citizenship.

3.6 AMEP Australian Citizenship English Language Record

- (a) An AMEP client who:
 - (i) Completes 300 or more hours in the AMEP;
 - (ii) Achieves CSWE II or above; or
 - (iii) Achieves functional English,
- (b) is eligible for an AMEP Australian Citizenship English Language Record. From the data on the ARMS system, the application will be able to automatically recognise that a client with a given ARMS identification number has met one or more of the Citizenship English language requirement criteria.
- (c) At the client's request, the provider will print an "AMEP Australian Citizenship English Language Record" stating that they have met the English Language requirement for Australian citizenship.

4. Assistance to Clients

4.1 Provision of a Counselling and Referral Service

- (a) The Service Providers will provide a counselling and referral service. This will include:
- (i) educational counselling;
 - (ii) advice on options for further study for Clients exiting the Program;
 - (iii) identification of Clients with special needs which may affect their learning (eg survivors of torture and trauma) and referral to the appropriate agencies; and
 - (iv) advice on pathways into DEST-funded jobseeker assistance for clients exiting the AMEP.
- (b) Processes to be followed to achieve the required outcomes will be as specified at clause [check reference] of the Consortium's Response. A key position for this purpose will be that of Counsellor, whose responsibilities include:
- (i) counselling clients with psychological, welfare, vocational and personal problems;
 - (ii) providing clients with professional support, advice and next steps on personal problems;
 - (iii) counselling Clients on appropriate pathways;
 - (iv) building rapport and maintaining effective relationships with Clients and the centre;
 - (v) dealing with clients in culturally sensitive and appropriate ways; and
 - (vi) assisting clients and others to solve problems using cross cultural communication skills.

4.2 Provision of a Process for Hearing and Resolving Client Grievances

- (a) The Service Providers will implement both informal and formal processes for hearing and dealing with Client grievances as offered in the Consortium's Response. These may range from minor grievances to more serious issues such as allegations of sexual or racial harassment.
- (b) Processes for hearing and resolving Client grievances will be as specified in the Consortium's Response at clause [check reference]. Where a Client grievance is not able to be resolved through these processes, the matter will be referred to the Department.
- (c) A key management position for this purpose will be that of AMEP Educational Manager.

4.3 Provision of Child Care

- (a) To facilitate the delivery of the required Services to Clients, the Service Providers will arrange access to child care for pre-school age children during class times and located at places such that travel time between the child care facility and the location of tuition or the Client's home does not exceed 30 minutes each way. Child care for eligible Clients must meet all relevant State regulations. Child care options may include:
- (i) licensed long day care centres which are accredited or moving towards accreditation;
 - (ii) registered occasional care centres;
 - (iii) registered Family Day Care services.
 - (iv) registered in-home care.
- (b) The Commonwealth may deem long day care services acceptable.
- (c) Child care must meet the needs of Clients and recognise cultural sensitivities of Clients. It must be provided without cost to the Client.
- (d) The delivery of child care Services will be conducted in accordance with clause [check reference] of the Consortium's Response.

4.4 Provision of Fee Free Translation Service

- (a) Under TIS, the Commonwealth provides free extract translations into English of settlement related personal documents to migrants during the first two years after arrival in Australia or grant of permanent residence, whichever occurs later. Free translations are restricted to documents such as birth/marriage/death/divorce certificates, driver's licences, education, employment and trade/professional certificates.
- (b) The Service Providers will collect from Clients any documents requested to be translated and despatch them to a translation service provider contracted to the Department.
- (c) The provision of the translation services must be delivered in accordance with clause [check reference] of the Consortium's Response.

5. Promotion of AMEP and Community Consultation

- (a) The Service Providers will promote the AMEP in order to achieve the following goals:
- (i) enhance potential Client awareness of the services provided by AMEP; and
 - (ii) increase the proportion of eligible Clients who take up their AMEP entitlement.
- (b) The Service Providers will implement the following processes to achieve the required outcomes and standards:

- (i) promotional plan is established for each calendar year in which certain Client groups are targets each quarter from the Client base;
- (ii) flyers and posters in major demand languages promoting the AMEP and the range of services and options distributed to key ethnic community organisations and local businesses;
- (iii) promotion carried out through community mass media eg radio, newspaper, television and local events such as community festivals;
- (iv) open days operate at regular intervals for currently enrolled Clients to bring along family and friends to view the centre in action and receive information about the AMEP;
- (v) an existing home page on the Internet used to advertise all courses in the AMEP; and
- (vi) professional advice on broadening promotional activities sought as required.
- (c) A key management position for this purpose will be the ACL Director of Marketing.
- (d) Promotional material developed by the Service Providers must clearly acknowledge that the Commonwealth, through the Department, funds the services. The Service Providers must have the Department's consent to use the Department's logo.

6. Standards and Best Practice

The standards of performance described below apply to all Services. Where performance is measured against a published standard, this standard is referenced.

6.1 General

The Services must be carried out to the satisfaction of the Department and otherwise in accordance with good commercial practice, industry standards and relevant Commonwealth, State and Local Government legislative requirements. The Service Providers will strictly observe such requirements and meet any associated business registration and licensing requirements at their own cost. The Department may require the Service Providers to provide evidence confirming the satisfaction of these requirements both prior to the commencement of this Agreement and during the course of this Agreement.

6.2 Client Access and Commencement of Tuition

- (a) The Service Providers will provide access to the Services to any eligible Client who wishes to undertake the required tuition within the Service Providers Agreement [?]. All eligible Clients must be provided with the opportunity to begin an appropriate formal learning activity within one month of registration with the Service Providers, or 3 months if they have a child care entitlement.
- (b) The Parties acknowledge that this standard for Client access and commencement of tuition may not be able to be met through no fault of either Party in the initial 3 month period of the Agreement due to transition difficulties. In that event the Parties will determine what measures can be implemented in the transition period to ensure that these standards can be achieved as soon as possible.

- (c) Compliance will be measured by the Department through monitoring Departmental records and the ARMS data base.

6.3 Client Language Outcomes

- (a) The Service Providers will be expected to meet or exceed the benchmarks for Client Language outcomes developed by the National Centre for English Language Teaching and Research (NCELTR) at Macquarie University. The benchmarks are based on Client profile at entry to the AMEP, number of hours of tuition offered and competencies achieved under the CSWE framework.
- (b) Client language outcomes will be measured by the Department through monitoring Departmental records and the ARMS data base.

6.4 Personnel Conduct and Behaviour

The Service Providers are responsible for the conduct of all employees. The Service Providers must ensure that the Service Providers' personnel are professional in the performance of their duties and in particular demonstrate cross cultural sensitivity and awareness in their dealings with Clients.

7. Key Performance Indicators

The Service Providers will be assessed against the Key Performance Indicators specified in the table set out in this Schedule.

7.1 Services

Key Performance Indicators will be the same as those listed in Statement of Requirement, Appendix M

7.2 Meeting Performance Benchmarks

Where minimum benchmarks of performance are specified for the required Services and the Department requires the Service Providers to improve the conduct of the service for the purpose of achieving these required benchmarks, the Service Providers must achieve the required standard without delay and at no additional cost to the Commonwealth.

Schedule 3 - Management of Services and Information

1. Reporting and Review of Services

1.1 Audit Requirements

[insert details]

1.2 Annual Reporting

[insert details]

1.3 Reviewing

[insert details]

1.4 Contract Management Meetings.

[insert details]

2. Commonwealth Furnished Equipment and Information

The Commonwealth will provide to the Service Providers the following assistance:

2.1 Commonwealth Furnished Equipment (CFE)

- (a) The Commonwealth will provide any terminal and network equipment needed to provide access to the ARMS data base. The Service Providers will be required to provide all equipment and consumables associated with the provision of the required Services and Contract Services.
- (b) The CFE will remain the property of the Commonwealth. The Service Providers are required to return all residual CFE to the Commonwealth at the conclusion of the contract. The Service Providers will be required to certify that CFE is currently held and in good working order consistent with Departmental stocktake requirements.

2.2 Commonwealth Furnished Information (CFI)

- (a) In order to assist Service Providers in gaining maximum access to the Client base, the Commonwealth will be responsible for:
 - (i) directing eligible Clients to Service Providers through offshore and onshore information products;
 - (ii) providing the Prime Contractor with names and contact details of eligible Clients;
 - (iii) providing Service Providers with access to ARMS including the provision and maintenance of the relevant equipment and network facilities and training in the operation of ARMS;
 - (iv) providing the Prime Contractor with information on the migration intake including any major fluctuations in refugee and humanitarian arrival patterns; and

- (v) assisting in the forecasting of changing demands through provision of access to the latest available information from the Settlement Database and the AMEP Client predictive model on a periodic basis as agreed.
- (b) The Service Providers will ensure that the confidentiality and integrity of that CFI is protected to the extent required by the Commonwealth. This protection is to extend to information that comes into being during the course of this Agreement. All CFI is to be returned to the Commonwealth at the end of the Agreement.

3. Intellectual Property Rights

3.1 Commonwealth Furnished Information

[insert details]

3.2 Service Providers' Pre-Existing Material

[insert details]

3.3 Agreement Material

[insert details]

Schedule 4 - Financial Matters

1. Commonwealth Contribution

1.1 Fees

[insert details]

1.2 Guaranteed Level of Business

[insert details]

1.3 Payment Procedures

[insert details]

2. Invoice Procedures

[insert details]

Schedule 5 - Proforma Official Order

1. Official Order Number

[insert number]

2. Notification

In accordance with clause **[Additional Services]** of the Agreement between the Department of Immigration and Multicultural and Indigenous Affairs and **[insert name of Service Providers]**, the Department hereby notifies **[insert name of Service Providers]** that it requires the delivery of the Additional Services specified in Item 2 below.

3. Description of Services

- (a) *[insert details of Services required]*
- (b) *Key Dates and Milestones to be achieved;*
- (c) *Required Outcomes]*

4. Personnel

[Specific Personnel Required]

5. Nominated Representative

[Appointed Nominated Representative]

6. Fees

[Payment to be made for delivery of Additional Services]

.....
[Signature of Department's Representative]

.....
[Signature of Consortium's Representative]

4. Entire Agreement

The Agreement and this Variation constitute the entire agreement between the Parties and supersede all communications, negotiations, arrangements and agreements, either oral or in writing, between the Parties with respect to the subject matter of the Agreement and this Variation.

[insert any necessary schedules]

SIGNED SEALED and DELIVERED for and)
on behalf of the **COMMONWEALTH OF**
AUSTRALIA represented by the Department)
of Immigration and Multicultural Affairs by in)
the presence of:)

.....

(Signature)

.....
(Signature of Witness)

.....
(Name of Witness in Full)

SIGNED SEALED and DELIVERED for and)
on behalf of **[name]** in the presence of:)

.....

(Signature)

.....
(Signature of Witness)

.....
(Name of Witness in Full)

Attachment A - Transition Plan

Attachment B - Proforma Deed of Confidentiality and Privacy

This Deed is made on the _____ day of _____ 200

Parties **Commonwealth of Australia** represented by the Department of Immigration and Multicultural and Indigenous Affairs (“**the Commonwealth**”)

[insert name and address for service of Confidant] (“**Confidant**”)

Recitals

- A. In the course of the Confidant performing certain services for the Commonwealth as required under the agreement between [insert] and the Commonwealth dated [insert] (“**the Agreement**”) (whether directly or indirectly), the Confidant may be aware of information belonging to or in the possession of the Commonwealth, or which becomes available to the Confidant in the process of performing the services for the Commonwealth, that is confidential or contains Personal Information.
- B. Improper use or disclosure of that information would severely damage the Commonwealth’s ability to perform its governmental/statutory functions.
- C. The Commonwealth requires, and the Confidant agrees, that it is necessary to take all reasonable steps (including the execution of this Deed) to ensure that Confidential Information and Personal Information is kept confidential and that the Confidant performs those services faithfully and without any conflicting interest.

Agreed Covenants

1. Interpretation

1.1 Definitions

In the interpretation of this Deed unless the contrary intention appears or the context otherwise requires or admits the following expressions must have the following meanings:

“**Confidential Information**” means information that is by its nature confidential and:

- (a) is designated by the Commonwealth as confidential; or
- (b) the Confidant knows or ought to know is confidential,

but does not include information which:

- (c) is or becomes public knowledge other than by:
 - (i) breach of this Deed; or
 - (ii) any other unlawful means;
- (d) is in the possession of the Confidant without restriction in relation to disclosure before the date of receipt from the Commonwealth;

- (e) has been independently developed or acquired by the Confidant;
- (f) by law is required to be disclosed including under court subpoena, parliamentary order, under the *Freedom of Information Act 1982* (Cth) or as part of discovery during legal proceedings; or
- (g) is required to be disclosed to any government agency, authority, department or Minister, or to any parliamentary committee,

and the burden of establishing any exceptions referred to in paragraphs (c) to (g) above is on the Confidant;

“Intellectual Property Rights” means copyright (including Moral Rights), neighbouring rights, trade marks, (registered and unregistered), design, all rights in relation to inventions (including patent rights, semi-conductor or circuit layout rights), Confidential Information (including trade secrets and know-how) and any other rights resulting from intellectual activity in the industrial, scientific, literary or artistic fields;

“Moral Rights” means the right of attribution of authorship, the right not to have authorship falsely attributed, and the right of integrity of authorship granted to authors under the *Copyright Act 1968* (Cth);

“notice” means notice in writing given in accordance with this Deed; and

“writing” means any mode of representing or reproducing words, figures, drawings or symbols in a visible form delivered, posted or transmitted electronically.

1.2 General

Unless the contrary intention appears:

- (a) money references are references to Australia Currency;
- (b) the clause and subclause headings are for convenient reference only and have no effect in limiting or extending the language of the provisions to which they refer;
- (c) a cross reference to a clause number is a reference to all its subclauses;
- (d) words in the singular number include the plural and vice versa;
- (e) words importing a gender include any other gender;
- (f) a reference to a person includes a partnership and a body whether corporate or otherwise;
- (g) “includes” is not a form of limitation;
- (h) a reference to a clause or subclause is a reference to a clause or subclause of this Deed; and
- (i) where a word or phrase is given a particular meaning, other parts of speech and grammatical forms of that word or phrase have corresponding meanings.

2. Non-Disclosure and Use of Confidential Information

- (a) The Confidant must not disclose Confidential Information to any person without the prior written consent of the Commonwealth.
- (b) The Confidant will use the Confidential Information only for the purpose of its dealings with the Commonwealth (whether directly or indirectly).
- (c) The Commonwealth or any other party by whom Confidential Information is disclosed may grant or withhold its consent in its absolute and unfettered discretion.
- (d) If the Commonwealth grants its consent, it may impose conditions on that consent. In particular, but without limiting the generality of the preceding sentence, the Commonwealth or other party may require that the Confidant procure the execution of a Deed in these terms by the person to whom the Confidant proposes to disclose the Confidential Information.
- (e) If the Commonwealth grants consent subject to conditions, the Confidant must comply with those conditions.
- (f) The obligations of the Confidant under this Deed must not be taken to have been breached where the Confidential Information is legally required to be disclosed.

3. Use of Personal Information

- (a) This clause 3 applies only where the Confidant deals with personal information when, and for the purpose of, providing services in relation to the Agreement.
- (b) The Confidant acknowledges that it is a 'contracted service providers' within the meaning of section 6 of the *Privacy Act 1988* (the Privacy Act), and agrees in respect of the provision of services in relation to the Agreement;
 - (i) to use or disclose personal information obtained during the course of providing services in relation to the Agreement, only for the purposes of services in relation to the Agreement;
 - (ii) not to do any act or engage in any practice that would breach an Information Privacy Principle (IPP) contained in section 14 of the Privacy Act, which if done or engaged in by an agency would be a breach of that IPP;
 - (iii) to carry out and discharge the obligations contained in the IPPs as if it were an agency under the Privacy Act;
 - (iv) to notify individuals whose personal information the Confidant holds, that complaints about acts or practices of the Confidant may be investigated by the Privacy Commissioner who has power to award compensation against the Confidant in appropriate circumstances;
 - (v) **[check applicability of this subpara];**
 - (vi) **[check applicability of this subpara];**

- (vii) to immediately notify the agency if the Confidants becomes aware of a breach or possible breach of any of the obligations contained in, or referred to in this 3, whether by the Confidant or any subcontractor;
- (viii) to comply with any directions, guidelines, determinations or recommendations referred to in, or relating to the matters set out in this clause 3; and
- (ix) to ensure that any employee of the Confidant who is required to deal with personal information for the purposes of this Deed is made aware of the obligations of the Confidant set out in this **clause 3**.
- (c) The Confidant agrees to ensure that any subcontract entered into for the purpose of fulfilling its obligations under this Deed or in relation to the Agreement contains provisions to ensure that the subcontractor has the same awareness and obligations as the Confidant has under this clause, including the requirement in relation to subcontracts.
- (d) The Confidant agrees to indemnify the Commonwealth in respect of any loss, liability or expense suffered or incurred by the Commonwealth which arises directly or indirectly from a breach of any of the obligations of the Confidant under this **clause 3**, or a subcontractor.
- (e) In this clause 3, the terms ‘agency’, ‘approved privacy code’ (APC), ‘Information Privacy Principles’ (IPPs) and ‘National Privacy Principles’ (NPPs) have the same meaning as they have in section 6 of the Privacy Act, and ‘personal information’, which also has the meaning it has in section 6 of the Privacy Act means;
‘information or an opinion (including information or an opinion forming part of a database), whether true or not and whether recorded in a material form or not, about an individual whose identity is apparent, or can reasonably be ascertained from the information or opinion’.
- (f) The provisions of this clause 3 survive termination or expiration of this Deed.

4. Survival

This Deed will survive the termination or expiry of the Agreement.

5. Powers of the Commonwealth

- (a) In this clause 5 “documents” includes any form of storage of information, whether visible to the eye or not.
- (b) The Confidant must immediately comply with a demand under this clause 5.
- (c) The Commonwealth may demand (without needing to reduce the demand to writing) the delivery up to the Commonwealth of all documents in the possession or control of the Confidant containing Confidential Information or Personal Information.
- (d) If the Commonwealth makes a demand under this clause 5, and the Confidant has placed or is aware that documents containing the Confidential Information or Personal Information are beyond his or her possession or control, then the Confidant must provide full particulars of the whereabouts of the Confidential Information or

Personal Information, and the identity of the person in whose custody or control they lie.

- (e) The Confidant acknowledges that the Commonwealth may take legal proceedings against the Confidant or third parties if there is any actual, threatened or suspected breach of this Deed, including proceedings for an injunction to restrain such breach.

6. Conflict of Interest

- (a) The Confidant warrants that before entering into this Deed it has disclosed to the Commonwealth all the past, current and anticipated interests of the Confidant which may conflict with or restrict the Confidant in performing services to the Commonwealth fairly and independently.
- (b) The Confidant must not during the course of this Deed engage in any activity or obtain any interest likely to conflict with or restrict the Confidant in providing services to the Commonwealth fairly and independently and must immediately disclose to the Commonwealth such activity or interest.

7. No Exclusion of Law or Equity

This Deed must not be construed to exclude the operation of any principle of law or equity intended to protect and preserve the confidentiality of the Confidential Information or Personal Information.

8. Waiver

- (a) No waiver by the Commonwealth of one breach of any obligation or provision herein contained or implied must operate as a waiver of another breach of the same or of any other obligation or provision herein contained or implied.
- (b) None of the provisions hereof must be taken either at law or in equity to have been varied, waived, discharged or released by the Commonwealth unless by its express consent in writing.

9. Remedies Cumulative

- (a) The rights and remedies provided under this Deed are cumulative and not exclusive of any rights or remedies provided by law or any other such right or remedy.
- (b) Subject to the other covenants of this Deed, the rights and obligations of the parties pursuant to this Deed are in addition to and not in derogation of any other right or obligation between the parties under any other deed or agreement to which they are parties.

10. Variations and Amendments

No term or provision of this Deed may be amended or varied unless such amendment or variation is reduced to writing and signed by the parties hereto in the same manner as this instrument.

11. Governing Law

The laws of the Australian Capital Territory apply to the construction and interpretation of this Deed.

12. Notices

- (a) A notice or other communication which may be given to or served on the Confidant under this Deed must be deemed to have been duly served if it is in writing signed by the Commonwealth and is either delivered by hand, posted or a copy transmitted electronically to the Confidant at any registered office of the Confidant or posted to the Confidant's address set out herein or such other address as may be notified in writing to the Commonwealth from time to time.
- (b) A notice or other communication which may be given to or served on the Commonwealth under the Deed must be deemed to have been duly given or served if it is writing, signed by or on behalf of the Confidant and is either delivered by hand, posted or a copy transmitted electronically to the Commonwealth at the address set out herein or such other address as may be notified in writing to the Confidant from time to time.
- (c) A notice sent by post must be deemed to have been given at the time when, in due course of transmission, it would have been delivered at the address to which it is sent.
- (d) A notice sent by facsimile transmission or transmitted electronically must be deemed to have been given when the machine which the notice is sent reports in writing that the notice has been transmitted satisfactorily.

EXECUTED as a deed

Signed, sealed and delivered for and on behalf of the Commonwealth of Australia by **[insert]** in the presence of:

Signature

Signature of Witness

Name of Witness in full

Signed, sealed and delivered for and on behalf of **[insert Contractor's name and ABN/ACN]** in the presence of:

Signature

Signature of Witness

Name of Witness in full

QUESTION TAKEN ON NOTICE

BUDGET ESTIMATES HEARING: 29 and 30 May 2002

IMMIGRATION AND MULTICULTURAL AND INDIGENOUS AFFAIRS PORTFOLIO

(133) Output 2.1: Settlement Services

Senator McKiernan (L&C 433) asked, "Are you able to break down a little further and provide details of the extra clients that would be in AMEP this year? Could you break it down further, firstly, into the skilled area and, secondly, into the family area?"

Answer:

The increase of 7000 Skilled entrants is likely to yield 670 potential AMEP clients in 2002-03.

The increase of 5000 Family entrants is likely to yield 1800 potential AMEP clients in 2002-03.

These projections are based on past trends for AMEP take up by these migrant categories.

QUESTION TAKEN ON NOTICE

BUDGET ESTIMATES HEARING: 29 and 30 May 2002

IMMIGRATION AND MULTICULTURAL AND INDIGENOUS AFFAIRS PORTFOLIO

(134) Output 2.1: Settlement Services

Senator McKiernan (L&C 433) asked for information on why the increases are different for the 2002-03 and the 2003-04 years.

Answer:

The increase in funding for AMEP tuition, amounting to \$0.6M in 2002-03 and \$5.4M in 2003-04, is a result of the announced increase in the permanent migrant intake.

The increases are different for 2002-03 and 2003-04 because of the time lag between lodgement of migration applications and enrolment in the AMEP.

QUESTION TAKEN ON NOTICE

BUDGET ESTIMATES HEARING: 29 and 30 May 2002

IMMIGRATION AND MULTICULTURAL AND INDIGENOUS AFFAIRS PORTFOLIO

(135) Output 2.1: Settlement Services

Senator McKiernan asked: In 2002-03 how many onshore applicants not having functional English who are (a) in the business/skilled categories, and (b) students, face paying the new second instalment visa application charge for AMEP tuition, announced in the Budget? Does the resulting \$0.9 million in revenue go to the AMEP or to consolidated revenue?

Answer:

The first part of the question has been interpreted to mean:

- (a) How many onshore applicants in the Business/Skilled categories not having functional English will be subject to the second instalment visa application charge; and
 - (b) How many of these will become AMEP students?
1. (a) It is projected that around 250 onshore applicants will be subject to the second instalment visa application charge in 2002-03 and therefore eligible to access English tuition through the AMEP.

(b) Approximately 200 of these are projected to access AMEP tuition.
 2. Revenue collected will go into consolidated revenue.

QUESTION TAKEN ON NOTICE

BUDGET ESTIMATES HEARING: 29 and 30 May 2002

IMMIGRATION AND MULTICULTURAL AND INDIGENOUS AFFAIRS PORTFOLIO

(136) Output 2.3: Australian Citizenship

Senator Cooney (L&C 439) asked, " Would it be fair to say there have been no new arrangements made to promote Australian citizenship in the light of the legislation that has been put through abolishing section 17?"

Answer:

No. The promotion of Australian Citizenship in 2002-03 will continue to focus on:

- Enhancing the value and significance of Australian citizenship among all Australians, and promoting it as a unifying force in the community; and
- Promoting the acquisition of Australian citizenship among eligible permanent residents.

These objectives are comprehensive and will ensure the continued effectiveness of citizenship promotion post the repeal of section 17.

Many eligible permanent residents who take up Australian citizenship are able to retain another citizenship where the laws of their former country allow this. Australian law does not require new citizens to divest themselves of other citizenships when acquiring Australian citizenship.

Research indicates that eligible permanent residents who are able to retain their other citizenship on acquisition of Australian citizenship have a higher propensity to take up Australian citizenship than those who would lose their former citizenship on acquisition of Australian citizenship. These groups will continue to constitute one of the campaign's main target groups.

QUESTION TAKEN ON NOTICE

BUDGET ESTIMATES HEARING: 29 and 30 May 2002

IMMIGRATION AND MULTICULTURAL AND INDIGENOUS AFFAIRS PORTFOLIO

(137) Output 2.4: Appreciation of Cultural Diversity

Senator Carr (L&C 302) asked, "Who made up the community consultations that produced the wrong date for the Croatian Independence Day?"

Answer:

The *Diary of Multicultural Events* consists of a core of repeated information, largely in relation to national days, religious and cultural festivals, and other celebrations of significance for multicultural Australia.

10 April has emerged, over a period of some years, as a prominent date for the celebration of national independence and identity by the Australian Croatian community.

In preparation for the 2002 *Diary of Multicultural Events*, letters were written to many community organisations asking for their views on dates suitable for the diary. This included the Australian Croatian Social Catholic Church and the Croatian Australia Welfare Centre.

No comments (either positive or negative) were received in relation to 10 April.

Concerns brought to the Department's attention after the 2002 *Diary* was published in December 2001 suggested the recognition of 10 April was not universally accepted by Australia's Croatian community and not consistent with the date the present Croatian government recognises as its national day.

These concerns have been noted and will be dealt with in the next edition of the *Diary*.

QUESTION TAKEN ON NOTICE

BUDGET ESTIMATES HEARING: 29 and 30 May 2002

IMMIGRATION AND MULTICULTURAL AND INDIGENOUS AFFAIRS PORTFOLIO

(138) Output 3.1: Indigenous Policy

Senator Ludwig (L&C 251) asked:

a) In relation to the agriculture, fisheries and forests area, the Australian Institute of Sport and the Environment and Heritage portfolio, advise whether or not Indigenous affairs funds are available to all Australian citizens, including non-Indigenous persons, or whether those are specific grants for Indigenous persons, and

b) Whether the money is given just to encourage them to provide programs or whether they are just provided as a lump sum payment.

Answer:

Please refer tables:

- Attachment A - Agriculture, Fisheries and Forestry Portfolio
- Attachment B - Australian Sports Commission
- Attachment C - Environment and Heritage Portfolio.

Table: AGRICULTURE, FISHERIES AND FORESTRY PORTFOLIO

Description	2002-03	QON 138	Answer
Northern Australia Quarantine Strategy (NAQS) – Aboriginal Communication Strategy (NT)	\$100,000	a)	<p>This is not a grant, it is an amount within the NAQS budget notionally allocated to cover the cost of a full time Aboriginal Liaison Officer (ALO) employed in Darwin. The amount includes salary and on costs and an operating budget (eg travel, vehicle, equipment). The role of the ALO is to develop ways of increasing quarantine awareness in Aboriginal communities in the Northern Territory (NT). Although the ALO did not necessarily need to be an Indigenous person, the requirement of a detailed knowledge of Aboriginal culture and Aboriginal communities within the NAQS area in NT; and linkages with key Aboriginal stakeholder groups, meant that an Indigenous person was best placed to meet these criteria. Recruitment to this position was merit based and a mixture of Indigenous and non-Indigenous persons were interviewed.</p>
		b)	<p>This money is part of the NAQS budget provided to identify pests and diseases likely to enter Australia through the northern border; detect incursions of new pests and diseases in Australia's north; and improve public awareness of the importance of quarantine and possible impacts on Australia. In the NT, around 70-75% of the land NAQS surveys for signs of exotic pests and diseases is Aboriginal-owned.</p>
Northern Australia Quarantine Strategy (NAQS) – pest and disease monitoring and surveillance and public awareness activities – Torres Strait and Cape York	\$2,200,000	a)	<p>Torres Strait Islanders and Aboriginal communities across northern Australia are key stakeholders in the work of NAQS. NAQS has employed Indigenous quarantine staff in the strategically important quarantine regions of the Torres Strait and Northern Peninsula Area. Recruitment of all NAQS positions is based on merit. Although these quarantine staff do not necessarily need to be Indigenous persons, the requirement of a detailed knowledge of Torres Strait Island or Aboriginal culture and customs; and linkages with key Torres Strait Island or Aboriginal stakeholder groups, has meant that Indigenous persons are usually best placed to meet these criteria. NAQS employs Indigenous quarantine officers on every inhabited island in the Torres Strait Protected Zone, at Thursday Island, and at Bamaga on the northern tip of Cape York. The \$2.2 million is not a grant, it relates to employment of these staff (salary and associated on costs) and operating budgets to enable them to carry out monitoring, surveillance and public awareness activities. (Also included in this amount is a component for operational activities carried out by non-Indigenous staff at Cairns and Weipa for quarantine related work with Aboriginal communities and stakeholder groups on Cape York Peninsula, that is undertaken amongst their other duties.)</p>
		b)	<p>This money is part of the NAQS budget provided for the improvement of the integrity of the quarantine border in the Torres Strait and Cape York Peninsula; and the identification and awareness of quarantine risks to northern Australia. In the event of a pest or disease incursion, any eradication program would directly affect Torres Strait Island and Aboriginal communities and their support would be vital to its success.</p>

<i>Description</i>	2002-03	QON 138	<i>Answer</i>
Agriculture Advancing Australia (AAA) – Indigenous public relations campaign	\$12,683	a)	The AAA communications campaign was designed to increase awareness of AAA programs for all producers. This money represents a specific component of the PR campaign to target increasing Indigenous producers' awareness of these programs.
		b)	Funding is provided for a specific component of the AAA communications campaign targeting Indigenous producers.
AAA FarmBis Australia funding for Indigenous Land Corporation project	\$159,845	a)	The FarmBis Australia program is available to organisations to develop learning courses specific to the needs of Australian agricultural industries and land managers. The Indigenous Land Corporation (ILC) was one of a number of successful applicants which were granted funding. The ILC project covers the development of training materials and pilot testing in the three ILC regions.
		b)	As with all FarmBis Australia projects, ILC receives grant funding on completion of specific activities as set out in a Deed of Grant between the Commonwealth and ILC.

Attachment B

Table: Australian Sports Commission

<i>Description</i>	2002-03	QON 138	<i>Answer</i>
Indigenous Sports Programme	\$1,500,000	a)	The funding provided through the Indigenous Sport Program (ISP) is for Indigenous-specific programs and opportunities. However, the flow-on effects of such funding have a much wider benefit to the broader Australian community. For example, Indigenous coaches accredited through the ISP are not expected to coach just Indigenous children and sports people.
		b)	<p>The ISP is a joint initiative of ATSIC and ASC. The \$1.5 million represents the ASC's contribution to the ISP, which is supplemented by a \$2.096 million contribution by ATSIC. The ASC's Indigenous Sport Unit manages the ISP under a Memorandum of Understanding between ATSIC and ASC. The agreed outputs for the ISP outlined in the MOU for 2000-2004 are:</p> <ul style="list-style-type: none"> <i>Active Participation</i> – promote and advocate increased active participation of Aboriginal and Torres Strait Islander peoples in sport and recreation; <i>Skills Development</i> – ensure opportunities exist to enhance skill development through established accreditation programs; <i>Access to Facilities</i> – improve access to facilities in Aboriginal and Torres Strait Islander communities equal to those enjoyed by the wider population; and <i>Development and Support</i>- ensure effective and culturally sensitive consultation in the coordination and planning of service providers responsible for the delivery of sport and recreation to Aboriginal and Torres Strait Islander individuals and communities.

Attachment C

Table: ENVIRONMENT AND HERITAGE PORTFOLIO

<i>Description</i>	<i>2002-03</i>	<i>QON 138</i>	<i>Answer</i>
Cultural Heritage Projects	\$800,000	a)	Available to all citizens, provided they are applying as part of a local government authority, a non-profit community body or are private owners of a, appropriately listed heritage place and provided they are proposing identification or conservation of an Indigenous heritage place or places.
		b)	The money is provided in direct payments, usually more than one per grant, under a formal deed of agreement linked to meeting specific conservation works or identification milestones.
<i>Aboriginal and Torres Strait Islander Heritage Protection Act 1984</i>	\$300,000	a)	This funding is used to pay for administration of the <i>Aboriginal and Torres Strait Islander Heritage Protection Act 1984</i> including paying for the services of s.10 reporters and s.13(3) mediators.
		b)	The legislation is beneficial to Aboriginal people but the Minister may nominate anyone to be a s.10 reporter or a s.13(3) mediator.
Indigenous Land Management Facilitators Network	\$1,400,000	a)	The funding is provided jointly by EA and AFFA to State or regional host agencies to employ people to assist Indigenous land managers to access the NHT and other land management programs. Of the 12 agencies receiving funding to employ ILMFs, 8 are State or Territory government agencies. Ten of the 13 ILMFs are Indigenous people.
		b)	The money is provided in exchange for the delivery of specified services: the hosting and supporting of a Commonwealth funded position to assist those people who own and manage 15% of mainland Australia to gain access to programs to help them manage their lands sustainably.
Bureau of Meteorology			
National Indigenous Cadetship Project	\$8,000	a)	These funds are available specifically for Indigenous persons. They are not grants.
		b)	The money is provided directly to the selected students. Continued assistance is conditional on the student successfully completing each semester.
Indigenous Climatology Website Project	\$11,000	a)	These funds have enabled the engagement of an Indigenous PhD student to undertake research in relation to the website project. The funds are not grant monies.
		b)	see a)
Cross Cultural Training - Indigenous	\$4,500	a)	These funds are used to educate Bureau employees (irrespective of cultural background) by increasing their awareness and understanding of Indigenous culture. The funds are not grant monies.
		b)	The funds are used for specific training programs.

Description	2002-03	QON 138	Answer
Australian Greenhouse Office Indigenous Renewable Energy Services Project (Bushlight)	\$2,000,000	a)	<p>The Indigenous Renewable Energy Services Project is being managed by ATSiC and implemented by a joint venture of the Australian Cooperative Research Centre for Renewable Energy and the Centre for Appropriate Technology. It provides support services to small, remote Indigenous communities for the installation of renewable generation.</p>
		b)	<p>A Memorandum of Understanding between the Australian Greenhouse Office and ATSiC specifies the objectives, strategies and tasks of this Project. The Project will provide small, remote Indigenous communities with:</p> <ul style="list-style-type: none"> independent advice and information in choosing a renewable energy system; access to education and training in the operation and maintenance of renewable energy equipment; advice and assistance on demand management and energy conservation; project management for renewable energy installation; ongoing maintenance support and training; and research into renewable energy system design.
Renewable Remote Power Generation Programme	\$3,300,000	a)	<p>The Renewable Remote Power Generation Program has up to \$66m in funds available in 2002-03 for people in remote areas reliant on diesel generation for the installation of renewable generation. The figure of \$3.3m is an estimate of the funding to be expended in remote Indigenous communities under the RRP GP in 2002-03.</p>
		b)	<p>Participating jurisdictions operate State-based Programs or support large renewable energy Projects subject to Commonwealth approval.</p>
Great Barrier Reef Marine Park Authority			
Indigenous Programmes	\$646,000	a)	<p>These funds are used for the operational and salaries of the Indigenous Policy and Liaison Unit. This includes four staff, salary on costs, project funds, IPLU office annual operational costs, and percentage of GBRMPA annual running costs.</p>
		b)	<p>The GBRMPA does not administer Indigenous grant funds programs. In the past financial year, IPLU engaged in contractual arrangements with two Aboriginal Corporations for local Indigenous co-management arrangements.</p>

QUESTION TAKEN ON NOTICE

BUDGET ESTIMATES HEARING: 29 and 30 May 2002

IMMIGRATION AND MULTICULTURAL AND INDIGENOUS AFFAIRS PORTFOLIO

(139) Output 3.1: Indigenous Policy

Senator Ludwig (L&C 252/253) asked:

- a) Provide a breakdown of expenditure and case notes of Indigenous affairs litigation;
- b) Provide a breakdown of the Cubillo and Gunner stolen generation case in terms of the money spent out of that area; and
- c) Provide a breakdown of the AGS costs for the Cubillo and Gunner litigation not only for the current year but for the duration.

Answer:

a) Litigation Costs in 2001-2

OATSIA has made the following payments in this financial year up until June 25:

	Total
• Cubillo and Gunner	\$ 125092.91*
• Other separated children matters	\$ 542.85
• Hindmarsh Island Bridge matters	\$ 430804.90
• Foundation for Aboriginal and Islander Research Action (FAIRA)	\$ 89012.84
• Wilson v Pilbara Aboriginal Land Council (Wilson)	\$ 30508.72
• Letty Scott V the Northern Territory and the Commonwealth	\$ 9862.16
• Maria Island and McArthur River	\$ 6392.10
and	
• Costs recovery matters (5 matters)	\$ 10339.73

Totals \$ 702556.21

*This amount is inconsistent with the amount billed by AGS as not all payments have been made at 25/6/02 and some payments were made for monies billed by AGS for the previous financial year.

Some of these matters are still under judicial consideration and it would therefore be inappropriate to make further comment on them.

Chapman v Luminis Pty Ltd and Ors

The biggest cost item above is the Hindmarsh Island Bridge litigation which names, amongst others, a former Minister, Robert Tickner, and the Commonwealth as respondents. The Commonwealth is defending a substantial damages claim brought by the developers of a marina associated with the proposed Hindmarsh

Island Bridge against the Commonwealth and other parties who were involved in the decision to ban construction of the bridge which was rejected by the Federal Court in August 2001. The claimants have appealed the decision to the Full Federal Court. The Commonwealth was successful in obtaining security for costs for the appeal. The plaintiffs are claiming damages of approximately \$18 million. The applicants in this matter are not Aboriginal.

FAIRA Aboriginal Corporation v Minister for Aboriginal and Torres Strait Islander Affairs (first and second rounds)

The FAIRA matters involved the Minister for Aboriginal and Torres Strait Islander Affairs defending two Ministerial decisions regarding, firstly, the non-recognition of an existing Native Title Representative Body (NTRB), namely FAIRA, under the *Native Title Act 1993* in the first round of applications from existing NTRBs for a newly defined area and, secondly, non-recognition of FAIRA in a second round of applications from a broader range of eligible bodies for the area.

Wilson v Pilbara

Wilson v Pilbara Aboriginal Land Council (PALC) is also litigation relating to NTRB disputes. Wilson and others (native title claimants) have brought an action against a former NTRB, namely PALC, alleging that PALC is in breach of a Ministerial Order requiring PALC to hand over documents to the new NTRB so that their native title claims can be actioned. The Minister has intervened to defend his Order.

Letty Marie Scott v The Northern Territory and the Commonwealth

Letty Scott has brought an action against the Northern Territory and the Commonwealth alleging her husband's death in custody in 1985 was not suicide. She specifically alleges that the Commonwealth conspired to pervert the course of justice when, in the course of the Royal Commission into Aboriginal Deaths in Custody, the Royal Commissioner found that the cause of death was suicide.

McArthur River and Maria Island

The Honourable Justice Olney has, pursuant to his powers under the *Aboriginal Land Rights (Northern Territory) Act 1976* (the ALRA), produced two reports recommending to the Minister for Aboriginal and Torres Strait Islander Affairs (the Minister) that land claims for the McArthur River Region and part of the Manangoora Region (the McArthur River claim), and the Maria Island and Limmen Bight River Regions (the Maria Island claim) should be granted to Aboriginal Land Trusts. The Northern Territory has commenced action in the Federal Court under section 39 of the *Judiciary Act 1903* (Commonwealth) and section 5 of the *Administrative Decision (Judicial Review) Act 1977*, seeking that the Commissioner's decisions contained in his reports be set aside because if, as a result of the reports, the Minister decided that the lands should be granted to Land Trusts, the Territory would be unable to deal with these lands as Crown Land. The Territory named the Minister in the Federal Court as a Respondent (along with the Commissioner and Aboriginals claiming to be traditional owners of the land).

b) OATSIA is not aware of any money spent beyond that provided for in the AGS fees levied on this department and its predecessors itemised below and the monies paid by ATSIC to the applicants' solicitors.

c) AGS costs are as follows:

Year	Disbursements including Barristers' fees Total		Professional Fees
1994-5	nil	\$ 8623.00	\$ 8623.00
1995-6	nil	\$ 44308.00	\$ 44308.00
1996-7	\$ 24397.00	\$ 113525.00	\$ 137922.00
1997-8	\$ 220804.80	\$ 193075.50	\$ 413880.30
1998-9	\$1856438.67	\$2213649.50	\$ 4070088.17
1999-00	\$1958380.19	\$1807752.00	\$ 3766132.19
2000-01	\$ 293855.21	\$ 562214.70	\$ 856069.91
2001-02	\$ 31671.22	\$ 82050.60	\$ 113721.82
Totals	\$4 385 547.09	\$5 025 198.30	\$9 410 745.39

QUESTION TAKEN ON NOTICE

BUDGET ESTIMATES HEARING: 29 and 30 May 2002

IMMIGRATION AND MULTICULTURAL AND INDIGENOUS AFFAIRS PORTFOLIO

(140) Output 3.1: Indigenous Policy

Senator Ludwig (L&C 253) asked, in relation to Reconciliation Place, provide a copy of the correspondence between the Minister and the National Sorry Day Committee concerning the initial group of slivers.

Answer:

Copies of correspondence between the Minister and the National Sorry Day Committee (NSDC) are attached:

- Attachment A - copy of documents from Ms Audrey Kinnear and Rev Dr John Brown, co-Chairs of the National Sorry Day Committee (NSDC) presented to the Hon Philip Ruddock MP, Minister for Immigration and Multicultural and Indigenous Affairs (the Minister), on 11 March 2002.
- Attachment B - copy of letter dated 12 March 2002 from NSDC to the Minister;
- Attachment C - copy of letter dated 11 June 2002 from the Minister to NSDC; and
- Attachment D - copy of letter dated 13 June 2002 from NSDC to the Minister.

QUESTION TAKEN ON NOTICE

BUDGET ESTIMATES HEARING: 29 and 30 May 2002

IMMIGRATION AND MULTICULTURAL AND INDIGENOUS AFFAIRS PORTFOLIO

(141) Output 3.1: Indigenous Policy

Senator Cooney (L&C 255) asked for details of the litigation costs to the Commonwealth for the Yorta Yorta case from the time it started off in the Federal Court, through the full court and up to the High Court, including names of lawyers who appeared and what they charged, the amount of money paid and which solicitors the Department instructed.

Answer:

In relation to the Yorta Yorta native title determination proceedings the Commonwealth was not a party to the proceedings in the Federal Court at first instance and on appeal.

Leave was granted to the Commonwealth Attorney-General to intervene in the High Court appeal. The Commonwealth Attorney-General retained the Australian Government Solicitor to act as solicitor. Mr D.M.J. Bennett, QC, Solicitor-General of the Commonwealth appeared for the Attorney-General. Dr M.A. Perry was briefed to appear with the Solicitor-General as junior counsel.

As at 19 June 2002, the Commonwealth has been billed a total of \$140,809.60 in relation to these proceedings, of which \$20,752.50 represents counsel fees.

These figures do not include Commonwealth assistance to either the claimants or other respondents to the Yorta Yorta proceedings.

QUESTION TAKEN ON NOTICE

BUDGET ESTIMATES HEARING: 29 and 30 May 2002

IMMIGRATION AND MULTICULTURAL AND INDIGENOUS AFFAIRS PORTFOLIO

(142) Output 3.1: Indigenous Policy

Senator Ludwig (L&C 258) asked in relation to the \$68 million, provide a breakdown in terms of where it is being spent and whether or not it is a new initiative.

Answer:

The total of \$68 million comprises increased spending in real terms in the following areas:

- Telecommunications needs of discrete Indigenous communities (DCITA): \$2.3m
- Additional Community Development Employment Projects scheme participants (ATSIC): \$7.3m
- Additional Resourcing for Native Title (ATSIC and AGs): \$6.3m
- Expanding the Supply of Healthy Indigenous Housing (ATSIC and DFACS): \$20m
- Australians Working Together - Promoting self-reliance for Indigenous people (ATSIC, DFACS, DEWR, and DEST): \$10.7m
- Stronger Families and Communities Strategy (DFACS): \$2.64m
- Health programmes and services, Aged Care Strategy, Croc Festivals and Indigenous research (DoHA): \$16.67m
- Australian Film Commission Indigenous programme: \$0.2m
- National Gallery of Australia exhibitions programme: \$0.21m
- Indigenous Social Survey (ABS): \$0.9m
- Wreck Bay Aboriginal Community Council (DoTARS): \$0.4m.

The Telecommunications Action Plan for remote Indigenous communities is a new Budget 2002-03 measure within the Department of Communications, Information Technology and the Arts (DCITA). The other measures represent other real increases in expenditure, including 2002-03 increases flowing from 2001 Budget decisions.

QUESTION TAKEN ON NOTICE

BUDGET ESTIMATES HEARING: 29 and 30 May 2002

IMMIGRATION AND MULTICULTURAL AND INDIGENOUS AFFAIRS PORTFOLIO

(143) Output 3.1: Indigenous Policy

Senator Ludwig (L&C 259) asked, 'In relation to the \$8.3 million over three years to improve telecommunications, is it new money that has been expended in Indigenous affairs or is it redirected money within the telecommunications portfolio?'

Answer:

It is a redirection of existing resources within the portfolio.

QUESTION TAKEN ON NOTICE

BUDGET ESTIMATES HEARING: 29 and 30 May 2002

IMMIGRATION AND MULTICULTURAL AND INDIGENOUS AFFAIRS PORTFOLIO

(144) Output 3.1: Indigenous Policy

Senator Crossin (L&C 263) asked, " In relation to the first recommendation of the HORSCATSIA report, provide a list of the parties to whom the options paper was sent and the parties that meetings were held with."

Answer:

On 12 April 2002 an Options Paper prepared by the government on reform of the *Aboriginal Land Rights (Northern Territory) Act 1976* was sent by the Minister for Immigration and Multicultural and Indigenous Affairs, the Hon Philip Ruddock MP, to the Northern Territory government, the four Northern Territory Land Councils, the Chairman of the Aboriginal and Torres Strait Islander Commission, the Chairperson of the Aboriginals Benefit Account (ABA) Advisory Committee, the Amateur Fisherman's Association of the Northern Territory (AFANT), the Northern Territory Seafood Council (NTSC), the Northern Territory Cattlemen's Association (NTCA), the Northern Territory Minerals Council (NTMC), the Aboriginal Land Commissioner, the Shadow Minister for Reconciliation, Aboriginal and Torres Strait Islander Affairs, the Hon Dr Carmen Lawrence MP, and Senator Meg Lees, Australian Democrats.

In the week beginning 29 April 2002, officials from the Department of Immigration and Multicultural and Indigenous Affairs met with officials from the Northern Territory government, the Anindilyakwa Land Council, the Chairperson of the ABA Advisory Committee, the NTCA, the NTMC, AFANT and the NTSC to discuss the Options Paper. The Northern Land Council (NLC) and the Central Land Council (CLC) declined the offer to meet with officials.

In the week beginning 20 May 2002, officials from the Department met with the Tiwi Land Council. In that week the Minister for Immigration and Multicultural and Indigenous Affairs met the Northern Territory Chief Minister and Minister Assisting the Chief Minister on Indigenous Affairs, the NLC, the CLC, the Chairperson of the ABA, the NTMC, the NTSC and AFANT.

QUESTION TAKEN ON NOTICE

BUDGET ESTIMATES HEARING: 29 and 30 May 2002

IMMIGRATION AND MULTICULTURAL AND INDIGENOUS AFFAIRS PORTFOLIO

(145) Output: Aboriginal and Torres Strait Islander Commission

Senator Crossin (L&C 264) asked, "How many exploration licences have been sought?"

Answer:

According to data collected by the Northern Territory Department of Business, Industry and Resource Development, there have been 2,071 applications made for exploration on land defined as Aboriginal Land under the *Aboriginal Land Rights (Northern Territory) Act 1976*.

QUESTION TAKEN ON NOTICE

BUDGET ESTIMATES HEARING: 29 and 30 May 2002

IMMIGRATION AND MULTICULTURAL AND INDIGENOUS AFFAIRS PORTFOLIO

(146) Output: Aboriginal and Torres Strait Islander Commission

Senator Crossin (L&C 265) asked, "Prior to the Northern Territory election last August, how many mining companies had been given consent from the previous Northern Territory Government to negotiate?"

Answer:

According to data supplied by the Northern Territory Department of Business, Industry and Resources, some 230 companies had been issued with a consent to negotiate by the previous Government of the Northern Territory.

QUESTION TAKEN ON NOTICE

BUDGET ESTIMATES HEARING: 29 and 30 May 2002

IMMIGRATION AND MULTICULTURAL AND INDIGENOUS AFFAIRS PORTFOLIO

(147) Output: Aboriginal and Torres Strait Islander Commission

Senator Crossin (L&C 265) asked, "Under the Northern Territory Land Rights Act, how many applications had been made that you were aware of?"

Answer:

It appears to ATSIC that the Senator is asking a question that is the same as the one answered under question no. 145. If that is not correct, ATSIC will attempt to provide another answer for the Senator.

QUESTION TAKEN ON NOTICE

BUDGET ESTIMATES HEARING: 29 and 30 May 2002

IMMIGRATION AND MULTICULTURAL AND INDIGENOUS AFFAIRS PORTFOLIO

(148) Output 3.1: Indigenous Policy

Senator Crossin (L&C 288) asked " Provide the total amount of funds that have been expended and are still outstanding to be expended under the \$63 million for the two programs in ATSIC and for the other programs under ATSIC."

Answer:

Link Up (ATSIC)

The total amount expended by ATSIC has been \$12.5m. There are no unexpended funds.

Language and Culture Maintenance (ATSIC)

ATSIC is providing a separate response to the Senator's question on this component of the *Bringing Them Home* response.

Specialist Counsellors, Counsellor Training and Support, Parenting and Family Support (DHA)

Expenditure by the Department of Health and Ageing from commencement of the program is expected to reach approximately \$33m by 30 June 2002 with \$2.4m re-phased into 2002-03 and 2003-04 financial years to cover existing commitments within the program (\$1.9m and \$0.5m respectively).

Expenditure in this program was initially slower than anticipated. There are a number of reasons for this, including:

- capacity building nature of the program;
- time needed to build community support for program components; and
- delays and difficulties in recruiting the highly skilled and experienced Indigenous staff who are required to manage and deliver both counselling and counsellor education and support programs.

Expenditure on the program has increased and the rate of anticipated expenditure this financial year is now in excess of recurrent funding rates available to the program. Efforts to expend funds any faster will impact negatively on the capacity to coordinate, consult on and deliver effective and sustainable programs.

It is expected that underspent program funds from previous years will be fully expended by June 2003. Underspends from

earlier years are being used to fund an additional 34 counsellor positions which were created during the 2000-01 financial year and which will cease in June 2003.

Parenting and Family Support Services (FACS)

\$3.5m of the original \$5.9m allocated to the Department of Health and Ageing for parenting services was transferred to the Department of Family and Community Services in 2000-01. FACS has expended \$3.09m. FACS currently makes a recurrent annual commitment of \$1.7m to continue the projects established under this initiative.

Oral History Project (National Library)

Total expenditure has been approximately \$1.215m. It is anticipated that the remaining \$85,000 will be carried forward into 2002-03 for publication of a book containing the stories of those interviewed.

Records Indexing Project (National Archives)

Total expenditure has been approximately \$1.985m. There are no substantial unexpended funds.

QUESTION TAKEN ON NOTICE

BUDGET ESTIMATES HEARING: 29 and 30 May 2002

IMMIGRATION AND MULTICULTURAL AND INDIGENOUS AFFAIRS PORTFOLIO

(149) Output 3.1: Indigenous Policy

Senator Crossin (L&C 289) asked in relation to *Bringing Them Home*:

- a) Provide a breakdown of the \$53 million over the four-year period; and
- b) Provide a breakdown of funding to the individual program deliverers in each state and territory.

Answer:

- a) \$63 million was originally allocated to a range of agencies over four years from 1998-99 to 2001-02 as part of the Government's response to *Bringing Them Home*. A further \$53 million was allocated (to extend some of the elements of the original \$63 million package) in 2002-03 for a further four years. Accordingly, the \$53 million has not yet been expended.

A breakdown of the \$63 million expended over four years from 1998-99 is at Attachment A.

- b) A breakdown of the \$63 million funding to individual program deliverers in each state and territory is at Attachment B.

Attachment A

Link Up (ATSIC)

	National	NSW	VIC	QLD	SA	WA	TAS	NT	\$ total
1998-99	318,501	354,866	114,277	551,405	-	-	87,170	201,474	1,627,693
1999-2000	1,143,280	337,424	210,684	592,090	174,373	-	116,870	574,640	3,149,361
2000-2001	994,608	311,615	224,070	738,149	365,075	295,758	121,870	727,030	3,778,175
2001-2002	763,141	341,014	276,741	759,030	403,846	579,078	139,650	692,500	3,955,000
\$ total	3,219,530	1,344,919	825,772	2,640,674	943,294	874,836	465,560	2,195,644	12,510,229

NOTE 1: Funds allocated under National were used for:

- Provision, installation and training in use of standardised hardware and software IT equipment for all Link Up sites;
- Development of dedicated Client File Management Information System for Link Up service providers and pay for initial installation, licences and training;
- Supply of microfiche readers;
- Provision through AIATSIS of additional Family Tracing information to support family history research for all separated children (not just Link Up clients);
- Publication of a Link Up "How To" manual for service providers and ATSIC project officers;
- Publication of a Good Practice and Training Manual;
- Provision of a Link Up Web site;
- Conduct of national conferences for all Link Up service providers; and
- Assistance to the National Sorry Day Committee.

NOTE 2

ATSIC provided funding to supplement the \$11.25 million over 4 years provided by the Government.

NOTE 3

Link Up service providers commenced later in South Australia and Western Australia. In Western Australia services are provided by 7 Link Up organisations under a Memorandum of Understanding between the Commonwealth Government, the Western Australian Government and ATSIC.

Language and Culture Maintenance (ATSIC)

ATSIC is providing a separate response to the Senator's question on this component of the *Bringing Them Home* response.

Specialist Counsellors, Counsellor Training and Support, Parenting and Family Support (DHA)

	1998/99	1999/0	2000/01	2001/02	Total
	\$'000	\$'000	\$'000	\$'000	\$'000
Counsellor Education & Support	771	1,452	3,024	3,416	8,663
Counsellors	4,798	3,286	5,082	8,105	21,271
Parenting & Family Support	26	555	671	503	1,755
Innovative Projects				*685	685
Total	5,595	5,293	8,777	12,709	32,374

*Anticipated expenditure @ 30 June 2002.

- The Bringing Them Home (BTH) original commitment to the Department of Health and Ageing was \$38.9m over four years (plus indexation) with \$17m allocated to Counsellor education and training initiatives particularly through the

Regional Centres program, \$16m to BTH counsellor positions, and \$5.9m to family and parenting initiatives.

- Of the original \$38.9m allocation, \$3.5 million has been transferred to the Department of Family and Community Services for the parenting and family support component of the program, leaving \$35.4m to be administered by the Department of Health and Ageing over the four year period.
- Expenditure by the Department of Health and Ageing from commencement of the program is expected to reach approximately \$33m by 30 June 2002 with \$2.4m re-phased into 2002-03 and 2003-04 financial years to cover existing commitments within the program (\$1.9m and \$0.5m respectively).
- In response to community requests for more traditional, culturally sensitive healing approaches which aim to address the social and emotional wellbeing needs of those affected by past programs and policies, an Innovative Grants initiative was introduced for 2001-02 and 2002-03.

Parenting and Family Support Services (FACS)

Of the \$63m, \$5.9m was committed, over 4 years, to enhance Indigenous family support and parenting. These funds were originally administered by the previous Department of Health and Aged Care. In April 2000 agreement was reached to transfer the *Bringing Them Home Indigenous Parenting and Family Well Being (IPFWB)* funding to the Department of Family and Community Services to administer alongside a number of other projects targeting Aboriginal and Torres Strait Islander communities under the Department's Stronger Families and Communities Strategy. \$3.4m of the original \$5.9m was transferred to FACS, with DHA retaining responsibility for projects that primarily have a health focus.

Under the agreement FACS administers a recurrent annual commitment of \$1.7m for Indigenous Parenting and Family Well Being projects.

FACS IPFWB expenditure 2000-01 and 2001-02 by State
(amounts exclude GST)

STATE	2000-01	2001-02
WA	\$170,000	\$583,500
ACT	-	\$40,745
NT	\$200,000	\$170,000
SA	\$52,500	\$90,000
TAS	\$60,000	\$143,409
NSW	\$230,046	\$526,747
QLD	\$205,900	\$276,910
VIC	\$168,182	\$172,363
Total	\$1,086,628	\$2,003,674

Oral History Project (National Library)

1998-1999: 0

1999-2000: \$400,000
2000-2001: \$600,000
2001-2002: \$300,000 (It is anticipated that \$85,000 of
the 2001-02 allocation will be carried forward in 2002-03 for
the publication of a book).

Records Indexing Project (National Archives)

1998-1999: \$451,060
1999-2000: \$527,951
2000-2001: \$507,000
2001-2002: \$499,000 (estimate only)

Link Up (ATSIC)

See table under (a) in Attachment A.

Language and Culture Maintenance (ATSIC)

ATSIC is providing a separate response to the Senator's question on this component of the *Bringing Them Home* response.

Specialist Counsellors, Counsellor Training and Support, Parenting and Family Support (DHA)

See attached spreadsheets titled Attachments 1, 2 and 3.

Parenting and Family Support Services (FACS)

See table under (a) in Attachment A.

Oral History Project (National Library)

Not applicable.

Records Indexing Project (National Archives)

Not applicable.