



**Request for
Proposal –
Consultancy for
Gender Equality,
Disability and
Social Inclusion
(GEDSI) Trainings
for Health Care
Workers (HCW) in
Primary Health
Care Facilities.**

**Australia Fiji Health
Program**

June 2025

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1. Introduction

Abt Global is a mission-driven, global leader with a proven track record in complex program implementation in the international development sector. We offer bold solutions and technical excellence in Health, Economic Growth, Governance, Research & Evaluation, Environment & Energy, Gender Equality & Social Inclusion. Working with our many partners, we have driven a measurable social impact for more than 55 years, to achieve our mission of improving the quality of life and economic well-being of people worldwide. We operate in remote and challenging environments and employ more than 3,700 staff in over 50 countries. For more information about us and what we do, visit our website at www.abtglobal.com.

Abt Global values individuality and celebrates difference with a strong commitment to diversity, equality, racial equity, gender, and disability inclusion. We strongly encourage women, men, people with diverse backgrounds and people living with disabilities to apply for this position.

We are deeply committed to safeguarding, to protecting and prevent harm and abuse to individuals we work for and who work for us. Our recruitment and selection procedures reflect our commitment to protecting children and vulnerable adults from abuse and exploitation. We will not tolerate discrimination, harassment, child abuse, sexual abuse or exploitation in any form, and expect everyone to be treated with respect and dignity.

FPSP, also referred to as the 'Platform,' a Department of Foreign Affairs and Trade (DFAT) investment, will contribute to the delivery of Fiji's national development priorities, in line with the Australia's International Development Policy, the Fiji-Australia Vuvale Partnership and the Development Partnership Plan.

The Platform will deliver key bilateral programs, such as health, education, scholarships, social infrastructure, governance, climate and emergency preparedness and response. Platform activities will identify and address climate risks, promote climate action, and gender equality, disability, and social inclusion (GEDSI) across and beyond the sector programs.

The Platform has three functional Outcomes:

1. The Platform has delivered its sector program outcomes, including through supporting strategic coherence, planning, partnerships management, data and learning across the portfolio of investments.
2. The Platform has prioritised gender equality, disability-inclusive development, and climate and disaster resilience, in its systems and practices. This includes in how it undertakes sector programming and its engagement with selected Government of Fiji (GoF) agencies.
3. The Platform administers timely and efficient programming that is: value for money; maximises use of local supply chains; and supports good governance, and public diplomacy, effective decision making and risk management.

The Fiji Program Support Platform (the Platform) implements over fifty percent of Australia's bilateral development support to Fiji across a range of sector programs in education, health, Australia Awards, disaster response, cyclone recovery, social infrastructure, and technical assistance to improve public sector governance in Fiji.

The Platform integrates cross-cutting themes, including gender equality, disability, and social inclusion (GEDSI), climate and disaster resilience, across sectoral programs. In particular, the Platform seeks to strengthen program outcomes by better addressing the needs of targeted beneficiaries including those who are often marginalised. The Australian Government is supporting Fiji's health sector through the AFHP working with the Ministry of Health and Medical Services (MHMS).

The program's high-level End of Program Outcomes (EPOs) are:

- Improved systems are used by MHMS and health workers for evidence-based planning and resource allocation (workforce and budget), clinical care, digital health, and medical supply chains; and
- Targeted healthcare facilities equitably deliver improved primary health services, with a focus on sexual and reproductive health and rights (SRHR) and non-communicable disease (NCD) services.

1.1 Consultancy Background

The MHMS Strategic Plan 2020–2025 and Fiji's National Development Plan 2025–2029 and Vision 2050, both prioritize inclusive socio-economic development for the betterment of all Fijians, irrespective of their geographical location, gender, ethnicity, physical and intellectual capabilities, or social and economic status. Fiji's National Gender Policy and Rights of Persons with Disabilities Act 2018 complement the NDP, emphasizing that individuals with disabilities have the right to the highest attainable standard of health without discrimination.

AFHP's contributions to DFAT's Gender Equality and Women's Empowerment Strategy, which adopts a twin-track approach (GEDSI specific and mainstreaming initiatives), continue to aim to enhance women's participation in decision-making and leadership. A systematic GEDSI approach represents a long-term investment in development effectiveness and an opportunity for Australia to develop innovative solutions to problems faced by development and humanitarian actors worldwide. Key to mainstreaming is the facilitation of GEDSI training to those who are in regular contact with vulnerable groups and healthcare providers.

The recently endorsed National Disability Inclusive Health and Rehabilitation Action Plan identifies disability inclusion training as a critical activity for healthcare staff in Fiji. Combining disability inclusion training with gender training will strengthen GEDSI mainstreaming initiatives across healthcare facilities in Fiji, enhancing the quality of services provided to vulnerable groups. AFHP is committed to strengthening workforce

development and improving the patient experience across healthcare facilities in Fiji through facilitating GEDSI training for healthcare workers in the subdivisions. This training will not only bolster staff capacity in the areas of gender and disability but also strengthen local service provider networks.

The objective of this consultancy is to provide GEDSI training for health care workers of all cadres in primary health facilities in association with local NGOs, CSOs, and OPDs.

1.2 Scope of Works

The Consultant/Organisation will provide a series of targeted gender equality, social inclusion and disability inclusion training for primary health care staff on site at MHMS facilities using a customised GEDSI training package of support. The role will deliver the GEDSI trainings to staff utilising human rights-based approaches and modalities that are Fiji context specific and framed on the GEDSI principles of Do no Harm, Nothing about us without us, localisation, and Intersectionality. The role will provide guidance to health care workers on the implementation of equity, equality and inclusion in their own lives and professions. The role will work closely with the AFHP GEDSI Specialist, MEL Specialist, Senior Program Manager and Team Lead on navigating the training materials, logistics, schedules, and reporting.

Key responsibilities

- Ensure the GEDSI Training package is GEDSI principle led, locally relevant and robust with interactive activities that build stronger practice and capacity.
- Support capacity building through a comprehensive GEDSI training program.
- Facilitate the printing and dissemination of the GEDSI Training package.
- Complete all evaluations and reporting post GEDSI Training.

Phase 1: GEDSI Training Design

The consultant will formulate a standardized 1-day GEDSI training program for delivery at nominated primary health care facilities. This includes developing the GEDSI training material and content (including overall objective, daily objectives, outcomes and session activities, evaluations and GEDSI Action plans template) ensuring they are technically sound, align to Fiji's and Australia's diversity, equity and inclusion principles and commitments and context specific to Fiji's health care facilities.

Phase 2: GEDSI Training Delivery

The consultant will work with the AFHP and MHMS to finalize the GEDSI training package and deliver it to clinical and allied health staff at subdivisional facilities. Training is to be delivered on-site with up to 20 staff per training course to ensure services are not disrupted. The consultant will also finalize and submit a package of materials for the participants that include session plans, referral pathways, and templates for personal GEDSI action plans.

Phase 3: Report writing and dissemination

The consultant will produce a final report on the entire activity, including recommendations for future training, GEDSI policies, and programmatic action. The report will be disseminated to relevant stakeholders, including MHMS, other government agencies, and international organizations. Reporting includes completed pre and post evaluations and analysis.

1.3 Key Deliverables

The consultant/organization shall deliver the following within the agreed time frame:

- a. Deliverable 1: Development of GEDSI training program
- b. Deliverable 2: Delivery of GEDSI training at the nominated MHMS facilities
- c. Deliverable 3: Final report on the training activity with recommendations

1.4 Duration and location

The consultancy will be conducted over three (3) months. Work will be based in Fiji across four (4) divisions.

1.5 Key Working Relationships

The consultant will be reporting to the GEDSI Specialist–Health which also includes:

- AFHP Operations Team and MEL Specialist – Health
- Ministry of Health and Medical Services (MHMS)
- Australian Department of Foreign Affairs and Trade (DFAT)

Regular progress meetings and updates will be required throughout the consultancy period.

1.6 Selection Criteria

Required Qualifications and Experience

The consultant(s)/organisation should have:

- Expertise in public health, GEDSI program development, training content design, and training facilitation, particularly for primary health facilities and initiatives, or related fields.
- Demonstrated experience in developing GEDSI training modules and delivering capacity building programs. Experience with DFAT funded programs would be desirable.
- Familiarity with the Fijian health care system and excellent communication skills are highly desirable.
- Demonstrated experience in project/activity conception and design based on a consultative approach.

- Experience in monitoring evaluation and learning activities for projects and preferably with DFAT MEL requirements.
- Knowledge of, or familiarity with DFAT's compliance standards for development programs, particularly child protection, Prevention of Sexual Exploitation, Abuse and Harassment (PSEAH) and fraud awareness and control requirements and practice.
- Strong stakeholder engagement, research, and analytical skills.
- Experience working in Fiji is highly desirable.

1.7 RFP documents

This RFP consists of the following documents:

- a. Request for Proposals (this document): contains general information soliciting proposals from Respondents to provide the required Services, including requirements for proposals and terms and conditions that govern this RFP process.
- b. Schedule 1 – Draft Contract: provides the terms and conditions under which Abt Global would seek to engage a successful respondent.
 - Subcontract agreement – applicable to companies/organisations.
 - Consultant agreement – applicable to individual/sole trader
- c. Annex A – The Response Form is provided to facilitate submissions for Respondents.

2. Key details

2.1 Key dates

Position Title	Consultancy for Gender Equality, Disability and Social Inclusion (GEDSI) Trainings for Health Care Workers (HCW) in Primary Health Care Facilities.
Type of Work:	Short-term Consultancy (3 months)
Location:	Suva with possible travel to the divisions
Request issue date	10 June 2025
Closing date and time	30 June 2025 at 11:59pm (Fiji Time)

2.2 Contact Officer

The contact officer for this Request for Proposal is the Fiji Program Support Platform Procurement and Contracts team based in Fiji.

The contact email address is tenders@fppsp.org.fj.

2.3 Registration

Interested organisations should register their interest in submitting a proposal with the contact officer to ensure they receive any additional information, modifications and/or addenda that may be released by Abt Global.

2.4 Questions

Respondents may submit a query or request for clarification arising from this RFP to the nominated contact officer above. Questions can be by email only.

Questions may be submitted up to 4:00 pm FJT on 23 June 2025 to tenders@fppsp.org.fj

Questions and answers will be distributed to all registered organisations and not just the organisation submitting the question.

2.5 Proposal submission requirements

The following sets out the requirements for the submission of proposals. Please email the contact officer if you have any questions.

Lodgment
By email to tenders@fppsp.org.fj .
Eligibility
This request for proposal is open to organisations based in Fiji and abroad.
Supporting documents

The following supporting documents and information is required to be submitted with the proposal:

1. A technical proposal outlining their approach, methodology, and work plan.
2. A financial proposal with a detailed budget.
3. CV(s) of key personnel involved in the consultancy.
4. Samples of previous relevant work, including rehabilitation program designs/plans

A. For Fiji organisations:

- Certificate of Registration/Incorporation
- Valid FRCS certificate of compliance
- Valid FNPF certificate of compliance
- Valid FNU certificate of compliance
- FRCS TIN certificate
- FRCS VAT registration
- FRCS Provisional Tax Certificate of Exemption

B. For international organisations (those that are registered in Fiji):

- Company extract showing the directors and shareholders of the company.
- Fiji Certificate of Foreign Registration or equivalent
- All of the compliance documentation listed above for Fijian organisations addressing compliance with Fijian local requirements and the equivalent requirements internationally.

C. For international organisations

- Certificate of Company Registration
- Company summary and profile

2.6 Contract terms

The successful respondent will be invited to enter a contract arrangement with Abt Global in the form of the contract included in this RFP package at Schedule 1 – Draft Contract.

The contract will be in FJD. Please contact the contact officer ahead of proposal submission if alternate arrangements are sought.

3. RFP Conditions

3.1 About this Request document

This Request for Proposal is an invitation to treat and shall not be construed, interpreted, or relied upon, whether expressly or impliedly, as an offer capable of acceptance by any professional, firm or organisation or as creating any form of contractual, quasi-contractual, restitutionary or other relationship.

No binding legal relationship will arise out of this process until the execution of a contract with a service provider.

3.2 Eligibility

The following conditions must be met by the respondent:

- a) the respondent must exist as a legal entity at the closing time and date.
- b) the respondent must be registered on the relevant country register of companies and be operating as a company or an association (partnerships may be considered).
- c) at the time of lodgment of their Proposal, the respondent must not have been:
 - i. precluded from bidding for Australian Government funded work; or
 - ii. subject to a judicial decision against them relating to employee entitlements (not including decisions under appeal, and have not paid the claim; and
- d) the respondent must be solvent and financially capable of undertaking the proposed contract work and performing such work successfully to any applicable legal and regulatory standards and laws and to undertake the necessary expenditure without anticipated financial difficulties and must be able to demonstrate so prior to contract award.

Abt Global will exclude from consideration any response if the respondent or one of its related entities is listed by:

- a) the Australian Minister for Foreign Affairs under the Charter of the United Nations Act 1945 and/or listed in regulations made under Division 102 of the Criminal Code Act 1995. Further information about listed persons and entities is available from the Australian Department of Foreign Affairs and Trade website at www.dfat.gov.au
- b) the World Bank on its "Listing of Ineligible Firms" or "Listing of Firms Letters of Reprimand" posted at www.worldbank.org (the "World Bank List"); or
- c) any other donor of development funding on a list similar to the World Bank List.

3.3 Minimum Content and Format Requirements

Abt Global will exclude a response from further consideration if Abt Global considers in its absolute discretion that the response does not meet the minimum content and format requirements specified in this document.

Respondents are encouraged to use the provided Consultant Response Form in responding but are not required to do so.

3.4 Late lodgment

Abt Global will exclude late responses and will not admit them to the evaluation process unless Abt Global determines whether the response may be considered or has caused or contributed to the failure to lodge by the closing date and time. The response is considered late if:

- a) it is submitted after the closing date and time; or
- b) it is incomplete as at the closing date and time (including where the response includes electronic files that cannot be read or unencrypted).

3.5 Proposal Modification Procedure

Abt Global may, in its absolute discretion, issue modifications to this RFP before the closing date and time.

If Abt Global elects to issue modifications, Abt Global will issue a formal addendum via email to all registered respondents. It is the responsibility of respondents to ensure they have registered their interest and contact details with the contact officer so that they are able to receive all modifications.

All conditions and rules of this RFP will apply to all addenda unless modified by the addenda. Any such addenda will become part of the RFP.

3.6 Unintentional Errors of Form

If an unintentional error of form in a response is identified prior to the award of a contract, Abt Global may in its absolute discretion allow correction of that error by the submission of a correction, variation, or additional information.

An unintentional error of form is an error that Abt Global is satisfied with in its absolute discretion:

- a) represents incomplete information not consistent with the respondent's intentions and, if relevant, capabilities at the time the submission was lodged; and
- b) does not materially affect the competitiveness of the respondent's response.

3.7 Ownership of Response Material

All material submitted in response to this RFP becomes the property of Abt Global. By submitting a response, the respondent allows Abt Global to copy and do anything necessary to material, including the respondent's intellectual property contained in the response, for the purpose of evaluating the respondent's response and negotiating a Contract if the respondent proceeds to that phase of the process.

3.8 Conflict of Interest

During the RFP process, the respondent must immediately advise Abt Global in writing of any circumstances or relationships constituting an actual, potential, or perceived Conflict of Interest in respect to its response, or the obligations under the Contract if the respondent is awarded the Contract. Abt Global may be in its absolute discretion:

- a) enter into discussions to seek to address such Conflict of Interest.
- b) exclude the respondent from the process and further evaluation; or
- c) take any other action, it is considered appropriate.

3.9 Subcontractors and suppliers

If the proposal involves any form of subcontracting arrangement, respondents must include in their response details of all intended subcontractors and the tasks that they would undertake. Respondents remain responsible for providing all necessary information for this RFP.

3.10 Health, Safety and Security

The respondent, if appointed, must at all times identify, comply with and exercise all necessary duties and precautions for the health, safety and security of all persons including the respondent's employees, subcontractors, subcontractor's employees, employees of Abt Global and other persons who may be affected by the delivery of the contract work.

3.11 Insurance

All potential respondents must have appropriate insurance cover as a condition of submitting a proposal and, at a minimum, the insurance requirements specified in the draft contract. If the respondent is not yet covered by any of these insurances, Abt Global requires the respondent to provide a certification that it is willing to get coverage of these insurances once selected as the successful respondent.

3.12 Ethical dealing, financial and probity checks

Abt Global's policy is to engage in the highest standards of ethical behaviour and fair dealing throughout the RFP process. Abt Global requires the same standards from those with whom it deals. Respondents must compile responses without improper assistance from employees or

former employees of Abt Global and without the use of information improperly obtained or in breach of an obligation of confidentiality. Respondents should not:

- a) engage in misleading or deceptive conduct in relation to the procurement process.
- b) engage in any collusive submissions, anti-competitive conduct, or any other unlawful or unethical conduct with any other respondent, or any other person in connection with the procurement process; or
- c) attempt to influence improperly any officer, employee, or agent of Abt Global, or violate any applicable laws or Abt Global policies regarding the offering of inducements in connection with the procurement process.

Abt Global may exclude from consideration any respondent which, in Abt Global's reasonable opinion, has engaged in any behaviour contrary to this section in relation to the procurement process.

Abt Global (or its agents) may perform such security, probity, and financial investigations and procedures and Abt Global may determine what are necessary in relation to any respondent, its employees, officers, partners, associates, sub-contractors, or related entities including consortium members and their officers, employees, and sub-contractors.

Respondents should promptly provide Abt Global with such information or documentation that Abt Global requires in order to undertake such an investigation. A proposal may be rejected by Abt Global if the respondent does not promptly provide, at its own cost, all reasonable assistance to Abt Global in this regard or based on the outcomes of the investigations or procedures.

Abt Global may also make independent enquiries about any matters that may be relevant to the evaluation of a proposal.

3.13 Safeguarding

The successful respondent must have appropriate child protection policies in place and/or be willing to comply with Abt Global and DFAT's latest Child Protection Policy. DFAT's Child Protection Policy is available on its website. The successful respondent will be required to work with Abt Global to implement any necessary Child Protection Implementation Plan for medium and high-risk activities.

The successful respondent should be aware of the DFAT Preventing Sexual Exploitation, Abuse and Harassment Policy available on the DFAT website. The successful respondent may be required to submit a narrative response and risk assessment in relation to this policy and to work with Abt Global to implement any requirements for medium and high-risk activities.

3.14 Costs Borne by Supplier

All costs and expenses incurred by respondents in any way associated with the development, preparation, and submission of the response, including but not limited to attendance at

meetings, site visits, discussions, presentations and any additional material required by Abt Global, will be borne exclusively by the respondents.

3.15 Supplier Acknowledgements

Respondents are considered to have:

- a) examined this RFP, any documents referenced in this RFP and any other information made available by Abt Global to respondents for the purpose of responding.
- b) examined all further information which is obtainable by the making of reasonable enquiries relevant to the risks, contingencies, and other circumstances having an effect on their response.
- c) undertaken their own professional advice in respect of this RFP, any other information provided to Respondents and the procurement process generally, as appropriate.
- d) satisfied themselves as to the correctness and sufficiency of their response including submitted prices; and
- e) satisfied themselves as to the terms and conditions of the Draft Contract and its ability to comply with the Draft Contract.

Responses are submitted on the basis that Respondents acknowledge:

- a) they do not rely on any representation, letter, document, or arrangement, whether oral or in writing, or other conduct as adding to or amending these conditions other than addenda; and
- b) they do not rely upon any warranty or representation made by or on behalf of Abt Global, except as are expressly provided for in this RFP, but they have relied entirely upon their own inquiries and inspection in respect of the response.

3.16 Rights of Abt Global

Abt Global is not bound contractually, or in any other way, to respondents who respond to this RFP. Abt Global reserves the right not to proceed with this RFP or any part of it, and to suspend or vary the RFP and/or its requirements at any stage.

Without limiting any other rights contained in this RFP, Abt Global may do any or all of the following at any time:

- a) not proceed with the procurement activity.
- b) suspend, defer, or change the structure and timing of the procurement activity.
- c) determine at any time a short list of respondents.
- d) seek amended proposals or call a new request for proposal.

- e) forward any clarification about this RFP to all known respondents on a non-attributable basis and without disclosing any confidential information of a respondent.
- f) negotiate with one or more people who have not submitted responses or enter into a contract or other binding relationship for similar specifications outside of this procurement process; and/or
- g) terminate any negotiations being conducted at any time with the respondents.

4. Evaluation process

4.1 RFP Response

The respondent is to provide a written response to the RFP requirements set out in this document. The proposal will be assessed by an evaluation committee and the evaluation committee will be made up of representatives from Abt Global and relevant stakeholders.

The evaluation committee may also use any relevant information obtained in relation to the RFP (whether from the respondent as part of clarification, reference checks, negotiations, presentations or by any other independent inquiry) in the evaluation of proposals.

4.2 Evaluation Process

The purpose of the evaluation process is to identify and select the respondent that represents the best value for money to Abt Global, consistent with the Commonwealth Procurement Rules and Abt Global procurement standards and procedures.

Proposals will be assessed in accordance with the evaluation criteria to determine which respondent provides the best value for money. In evaluating each proposal, Abt Global will have regard to:

- a) the specific evaluation criteria; and
- b) the overall value for money proposition presented in the proposal.

In this context, value for money is a measurement of benefits represented by a respondent's submission, including:

- a) the quality of goods and/or services.
- b) fitness for purpose.
- c) relevant experience and performance history.
- d) innovation and adaptability over the life cycle.
- e) environmental sustainability of the proposed goods and services.
- f) risk and compliance; and
- g) whole of life costs.

As part of, and in addition to the evaluation process, Abt Global may:

- a) require clarifications and/or presentations from respondents at any time during the evaluation process; and
- b) conduct reference checks (including site visits, if relevant) on respondents.

4.3 Negotiations with respondents

Abt Global may engage in discussion with one or more respondents for the purpose of clarifying its response. Where information of a material nature is provided to one respondent, it will also be provided concurrently to all other respondents who are currently participating in the evaluation process.

Abt Global reserves the right to, at any time, conduct post-proposal negotiations with any or all of the respondents on any aspect of their proposal. This may involve conducting parallel negotiations with several respondents. These post-RFP negotiations may result in changes to the terms of the Draft Contract.

4.4 Debriefing

Respondents may request a debrief following the award of a contract. Respondents requiring a debriefing should contact the contact officer.



SCEHDULE 1 DRAFT CONTRACT





SUBCONTRACT AGREEMENT

Enter Program Name

Sub Contract

Insert Activity

Parties

Abt Associates Pty Ltd ACN 091 591 294

and

Insert Entity Insert Registration # or equivalent

Reference No.

Contract Reference No.

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Parties

Abt Associates Pty Ltd ACN 091 591 294

Address	Level 2, 5 Gardner Close, Milton Queensland 4064
Contact	Program Contact Person
Telephone	Program Contact Person
Email	Program Email
Short name	Company

Insert Sub-contractor's correct name & Entity Number

Address	Enter Address
Contact	Enter Contractor contact person
Telephone	Enter #
Email	Enter #
Short name	Contractor

Key Details

Program	Program
Client	Department of Foreign Affairs and Trade (DFAT)
Partner Country	Partner Country
Start Date	Insert Date
End Date	Insert Date

Background

- 1 The Company is a company incorporated in Australia that carries on the business of project management and consulting both in Australia and internationally.
- 2 The Company has been contracted by the Client to deliver the Program, and now wishes to sub-contract the Contractor to provide Services in relation to the Program.
- 3 This document sets out the terms and conditions on which the Contractor will provide the Services.

Operative provisions

1 Defined terms and interpretation

In this document, capitalised terms have a defined meaning, as set out in Schedule A.

The rules of interpretation for this document are set out in clause 19.15.

2 Conditions Precedent to Engagement

Not used

3 Parties' relationship

3.1 Relationship between parties

Except where this document expressly states otherwise, this document does not create any relationship between the parties under which a party:

- (a) is liable generally for the acts or omissions of another party; or
- (b) may share profits.

3.2 Authority of parties

Except where this document expressly states otherwise, a party:

- (a) may not hold itself out as a partner of, or principal or agent or trustee of another party; and
- (b) does not have authority to act for, or to create or assume any responsibility or obligation on behalf of another party.

4 Term

The Engagement commences on the Start Date and continues until the earlier of:

- (a) the End Date; and
- (b) the date that this document is terminated in accordance with clause 15.

5 Provision of Services

5.1 Contractor to provide Services

The Contractor will provide the Services to the Company for the Term in accordance with this document.

Notwithstanding any other provision of this document, the obligations of the Contractor under this document are personal to the Contractor, and the Contractor must not subcontract performance of the Services, or any part of them, to a third party except with the prior written consent of the Company.

5.2 Service standards

The Contractor must perform the Services at a standard that may reasonably be expected of a competent, experienced and professional person in a like position to that of the Contractor; and in a manner that will, as far as practicable, facilitate co-operation and effective working relationships between personnel of the Client, the Company, the Contractor and relevant stakeholders in the Program.

5.3 Compliance with directions, Laws and policies

During the Term, the Contractor must comply with:

- (a) except as expressly otherwise provided in this document, all of the Company's obligations under the Head Contract, to the extent that they relate to the provision of the Services, as notified to the Contractor from time to time;
- (b) all lawful directions and requests of the Company in connection with the performance of the Services;
- (c) all policies and procedures of the Company and the Client as notified to the Contractor from time to time, including the Commonwealth Supplier Code of Conduct (available online at: <https://www.finance.gov.au/government/procurement/commonwealth-supplier-code-conduct/commonwealth-supplier-code-conduct>) and the Company's Supplier Code of Conduct;
- (d) the Company's Safeguarding Code of Conduct for Partners; and
- (e) all applicable Laws.

If requested by the Company, the Contractor must certify in writing, and provide any relevant supporting evidence, that it has complied with its obligations under this clause.

Except as expressly provided in this document, the policies and procedures of the Company and the Client do not form part of this document. To the extent that the Contractor is required to do, or to refrain from doing, something in order to comply with a policy or procedure of the Company or the Client, it is a reasonable direction from the Company with which the Contractor must comply.

The Contractor must fully and truthfully answer any questions asked by the Company or its nominated Representatives, the Client or the Commonwealth Ombudsman regarding the Engagement and the Contractor's compliance with this document. This obligation continues following expiry of the Term.

5.4 Performance Assessment

The Contractor acknowledges and agrees that the Company or the Client may issue in relation to this Contract a Subcontractor Performance Assessment for the Contractor and Adviser Performance Assessments for any Specified Personnel. The performance assessments will be in accordance with the Client's requirements for Subcontractor/Adviser Performance Assessments, and the Contractor agrees to sign and return the Subcontractor Performance Assessment within 15 days of receipt and will ensure that any Adviser Performance Assessments for Specified Personnel are signed and returned within 15 days of receipt.

5.5 Non-Exclusivity and Volume

The Contractor acknowledges and agrees that nothing in this subcontract shall operate to constitute the Contractor an exclusive provider of the Services to the Company or the Client. Nor shall the Company have an obligation to acquire any minimum volume of services from the Contractor.

6 Fees

6.1 Fees

In consideration of the Contractor providing the Services to the Company, the Company will pay the Contractor the Fees in accordance with this clause 6, and Schedule C.

6.2 Method and timing of payments

The Company will pay all amounts owing to the Contractor in the currency nominated in Schedule C, and if no currency is nominated in Schedule C, in Australian dollars, by deposit into a nominated bank account in the name of the Contractor.

The Contractor must invoice the Company in accordance with clause 9, and at the times set out in Schedule C unless otherwise agreed between the parties.

The Fees will be paid within 30 calendar days after the date the Company receives satisfactory delivery of goods or services, and accepts a properly rendered tax invoice from the Contractor, unless otherwise agreed between the parties.

Notwithstanding any other provision of this document, the Company is not required to pay any amount that is disputed in good faith by the Company until the dispute is resolved.

7 Subcontractors

7.1 No subcontracting without Company approval

The Contractor agrees that:

- (a) it will not subcontract the performance of any part of the Services without the prior approval in writing of the Company; and
- (b) the subcontractors, if any, will perform work in relation to the Services in accordance with this contract and are approved by the Company to do so.

The Company may impose any terms and conditions it considers appropriate when giving its approval under clause 7.1(a) above.

Where an approved subcontractor is unable to perform the work, the Contractor agrees to notify the Company immediately. In this case the Company may request the Contractor to secure a replacement subcontractor acceptable to the Company at no additional cost and at the earliest opportunity. If the Contractor does not comply with any such request the Company may terminate this Contract in accordance with the provisions of clause 15.3.

7.2 Contractor's obligations in relation to subcontractors

In respect of all approved subcontractors the Contractor must ensure that:

- (a) the subcontract facilitates compliance by the Contractor with its obligations under this Contract;
- (b) the subcontract will not conflict with or detract from the rights and entitlements of the Company under this Contract;
- (c) the other party to the subcontract, has the necessary relevant expertise and the appropriate types and amounts of insurance to perform work in relation to the Services;
- (d) the other party to the subcontract has consented to:
 - (i) the Contractor providing information about the other party and the subcontract to the Company, the Client and other Government Agencies at any time; and
 - (ii) the public disclosure of its name and the nature of the Services that it is subcontracted to perform;
- (e) the other party to the subcontract assumes all of the equivalent obligations (including under the Law and development policies), and gives all the warranties the Contractor gives under this Contract, to the extent they are relevant to the services the other party is subcontracted to perform. These include, but are not limited to, those terms relating to Fair Work Principles (if applicable), payment of fees, subcontracting, intellectual property, audit and access, privacy, confidentiality, warranties and indemnities, disclosure and termination and in particular that the Contractor has or will secure for itself a right to terminate the subcontract on terms no less favourable than those accorded to the Company under clause 15, in the event of this Contract being terminated;
- (f) the other party to the subcontract acknowledges that it may be considered a 'Commonwealth service provider' for the purposes of the *Ombudsman Act 1976 (Cth)* and subject to investigation by the Ombudsman under that Act and that the Company will not be liable for the cost of any such investigation by the Ombudsman in connection with the subject matter of the subcontract or the subject matter of this Contract;
- (g) the other party to the subcontract is prohibited from further subcontracting the Services without the prior written approval of the Company; and
- (h) if requested, the Contractor will promptly provide a copy of the relevant subcontract to the Company.

7.3 Contractor remains liable

If the Contractor subcontracts its performance of any part of this Contract, the Contractor will remain liable for the acts, defaults and omissions of the subcontractor as if they were the Contractor's acts, defaults or omissions.

7.4 Specified Personnel and other Contractor Personnel

The Contractor agrees that the Services will be provided by the Specified Personnel listed in Schedule D.

Where Specified Personnel are unable to perform the Services, the Contractor must notify the Company immediately.

The Company may, at its absolute discretion and acting reasonably, request the Contractor to remove Contractor Personnel (including Specified Personnel) from work in relation to the Services. The Company may request the Contractor to provide replacement personnel acceptable to the Company at no additional cost and at the earliest opportunity. If the Contractor does not comply with any such request, the Company may terminate this Contract in accordance with the provisions of clause 15.

When engaging Contractor Personnel for work in a Partner Country, the Contractor will use its best endeavours to ensure they are certified as fit and healthy by a legally qualified medical practitioner to work in the Partner Country, and have received the necessary medical advice, including that on vaccinations and other preventative medical assistance allowing them to undertake work in-country in a safe manner.

8 General obligations of Contractor

8.1 Remedy of breaches

Without limiting its other obligations under this document, the Contractor must remedy at its own cost any failure to comply with any of the Contractor's obligations under this document or in connection with the Engagement, promptly upon becoming aware of the failure.

8.2 No representation of affiliation with Client

The Contractor must not represent itself as being an employee, agent, or partner of, or associate to, the Client.

8.3 Authorisations and compliance with Laws

The Contractor must:

- (a) obtain, comply with and do all that is necessary to maintain in full force and effect any Authorisation required to enable it to perform its obligations under this document and must provide the Company on request with certified copies of any Authorisation;
- (b) comply in all material respects with all Laws to which it is subject; and
- (c) notify the Company, in accordance with clause 8.16, of any material breach by the Contractor of any Law to which it is subject.

8.4 Commonwealth service provider obligations

The Contractor acknowledges that it may be a 'Commonwealth Service Provider' within the meaning of section 3BA of the Ombudsman Act 1976 (Cth).

The Contractor must use its best endeavours, in undertaking the Services, not to engage in conduct that:

- (a) would, if the Contractor were an officer of the Client, amount to a breach of duty or to misconduct; or
- (b) should be brought to the attention of the principal officer of the Client.

The Contractor must fully cooperate with the Commonwealth Ombudsman (and any delegate) should an investigation be undertaken in relation to the conduct of the Company or the

Contractor, including reporting the incident to the Company in accordance with clause 8.16, providing all documentation required by the investigator, making any employees of the Contractor available to assist the investigator and allowing the investigator, at any reasonable time of day, to enter a place occupied by the Contractor and carry on the investigation in that place.

If the Commonwealth Ombudsman brings evidence to the notice of the Client concerning the conduct of the Contractor, or an employee of the Contractor, the Contractor must at its own cost, take whatever remedial action is required by the Client or the Commonwealth Ombudsman to rectify the situation.

8.5 Conflicts of interest

The Contractor must not do, or omit to do, any thing, or allow any state of affairs to subsist, that gives rise (or that could reasonably be expected to give rise) to a conflict between:

- (a) the Contractor's duties and responsibilities to the Company (and the Client) in connection with the Engagement; and
 - (b) the Contractor's own interests or the Contractor's obligations to any other person,
- (a **Conflict of Interest**), unless the Contractor has obtained the prior written consent of the Company.

If any actual or potential Conflict of Interest arises the Contractor must report the incident to the Company in accordance with clause 8.16, and must comply with all reasonable directions of the Company regarding handling of the matter.

Without limiting the forgoing, the Contractor must not, in performing the Services, enter into any transaction with any person except on arm's length terms or otherwise with the prior written approval of the Company.

8.6 Anti-corruption

- (a) In this Contract, **Illegal or Corrupt Practice** means directly or indirectly:
 - (i) making or causing to be made, any offer, gift, payment, consideration or benefit of any kind to any party; or
 - (ii) receiving or seeking to receive, any offer, gift, payment, consideration or benefit of any kind from any party, as an inducement or reward in relation to the provision of the Services, which would or could be construed as an illegal or corrupt practice.
- (b) The Contractor warrants that the Contractor, its Personnel, officers, employers, contractors, agents and any other individual or entity involved in carrying out the provision of the Services have not, engaged in an Illegal or Corrupt Practice.
- (c) The Contractor agrees not to, and to take all reasonable steps to ensure that its Personnel, officers, employees, contractors, agents and any other individual or entity involved in carrying out the provision of the Services do not:
 - (i) engage in an Illegal or Corrupt Practice; or

- (ii) engage in any practice that could constitute the offence or bribing a foreign public official contained in section 70.2 of the *Criminal Code Act 1995* (Cth).

If any actual or suspected breach of this clause occurs the Contractor must report the incident to the Company in accordance with clause 8.16.

The Company will be entitled to immediately terminate the Engagement if the Contractor breaches this clause.

8.7 Unregulated (cash) economy

It is Australian Government policy to increase the integrity of Commonwealth procurement, as described in the Unregulated (Cash) Economy Policy. The Client requires that the Company comply with the Unregulated (Cash) Economy Policy as though the Company is the Client.

If the Fees payable under this document are estimated to exceed four million Australia dollars (A\$4,000,000) (GST inclusive), the Contractor represents and warrants to the Company that:

- (a) if the Contractor has a record with the Australian Taxation Office of at least four (4) years, the Contractor holds a valid and satisfactory Statement of Tax Record that was valid at the time of entry into this document and has provided a copy of this Statement of Tax Record to the Company;
- (b) if the Contractor does not have a record with the Australian Taxation Office or has a record of less than four (4) years, the Contractor:
 - (i) has provided a statement to the Australian Taxation Office in the terms contemplated by Part 8(a) of the Unregulated (Cash) Economy Policy and has provided a copy of this Part 8(a) Statement to the Company;
 - (ii) will receive a valid and satisfactory Statement of Tax Record from the Australian Taxation Office and will provide a copy of this Statement of Tax Record to the Company as soon as possible after it has been issued by the Australian Taxation Office; or
- (c) the Company has notified the Contractor in writing that a Statement of Tax Record is not required from the Contractor on the basis that:
 - (i) the Client has notified the Company in writing that a Statement of Tax Record is not required in respect of the Contractor; or
 - (ii) the Company reasonably considers that the procurement that led to this document would not have been subject to the Unregulated (Cash) Economy Policy if it were undertaken by the Client rather than the Company.

If the Contractor is a partnership and clauses 8.7(a) or 8.7(b) above apply, the Contractor represents and warrants to the Company that:

- (d) each partner in the partnership holds or will obtain a valid and satisfactory Statement of Tax Record and has or will provide a copy of this Statement to the Company in accordance with clauses 8.7(a) or 8.7(b) above as though each partner was the Contractor; and

- (e) each new partner that joins the partnership has or will obtain a valid and satisfactory Statement of Tax Record and has or will provide a copy of this Statement to the Company in accordance with clauses 8.7(a) or 8.7(b) above as though the new partner was the Contractor.

Unregulated (Cash) Economy Policy means the *Shadow Economy Procurement Connected Policy - increasing the integrity of government procurement*, issued and maintained by the Commonwealth of Australia Treasury Department and currently available at www.treasury.gov.au/publication/p2019-t369466.

satisfactory means meets the conditions set out in Part 6(b) of the *Unregulated (Cash) Economy Policy* or, if the circumstances in Part 6(c) of the *Unregulated (Cash) Economy Policy* apply, the conditions set out in Part 8(b) of the *Unregulated (Cash) Economy Policy*.

Statement of Tax Record has the meaning given in the *Unregulated (Cash) Economy Policy*.

8.8 Fraud

For the purposes of this clause, 'fraudulent activity' or 'fraud' means dishonestly obtaining a benefit, or causing a loss, by deception or other means, and includes alleged, attempted, suspected, or detected fraud.

This clause applies to any fraud or fraudulent activity which relates to or is connected with the Project or the Engagement.

The Contractor must not engage in any fraudulent activity. If the Contractor becomes aware of any actual or suspected fraudulent activity by any person in connection with the Program or the Services the Contractor must report the incident to the Company in accordance with clause 8.16. The Contractor must ensure that all of its Representatives involved in providing the Services are aware of its obligations under this clause.

Without limiting any other clause of this document, the Contractor must, at its cost, do all things required by the Company to assist the Company or the Client to:

- (a) investigate any actual or suspected fraudulent activity;
- (b) implement remedial or preventative measures;
- (c) recover any funds or assets of the Company or the Client that have been misappropriated as a consequence of fraudulent activity;
- (d) report any suspected incidence of fraud to appropriate law enforcement authorities; and
- (e) have any person who is suspected of having engaged in fraudulent activity prosecuted or to take legal action against any such person.

The Contractors must provide such reports regarding its compliance with this clause as the Company may from time to time require.

If either the Company or the Client reasonably forms the view, following any investigation undertaken by either of them into any actual or suspected fraud, that the Contractor or any Representative of the Contractor has acted fraudulently, the Contractor must:

- (f) where the Company or the Client determines that funds have been misappropriated or otherwise lost, repay the Company or the Client (as the Company directs) the total

amount of any misappropriated or lost funds as determined by the Company or the Client;

- (g) where the Company or the Client determines that assets have been misappropriated or lost:
 - (i) return the assets to the Company or the Client (as the Company directs); or
 - (ii) where the original assets cannot be recovered or are damaged beyond reasonable use, pay to the Company or the Client (as the Company directs) the full value of any misappropriated or lost assets or replace the assets with assets of equal quality; and
- (h) pay to the Company or the Client (as the Company directs), on demand, any Loss suffered or incurred by the Company and the Client as a consequence of the Contractor's breach of its obligations under this clause.

The Company will be entitled to immediately terminate the Engagement if the Contractor breaches this clause.

The obligations of the Contractor under this clause survive termination of this document.

8.9 Safeguarding

(a) General

The Contractor must comply with, and ensure that the Contractor's Personnel comply with, DFAT's Preventing Sexual Exploitation Abuse and Harassment Policy, DFAT's Child Protection Policy and respective minimum standards and agrees to report on such compliance as and when required by the Company. The Contractor will take all reasonable measures to address non-compliance including of Contractor's personnel and downstream partners. The Contractor will take prompt action to address any such behaviour leading to non-compliance with any of DFAT's minimum standards. In the event of a sexual exploitation, abuse, harassment or child related incident, the Contractor will take prompt action to address, including reporting to appropriate national authorities as required, and, to the extent that it relates to the activities that are the subject of this Contract, report immediately to the Company in accordance with clause 8.16.

(b) Transactional Sex and Fraternisation

The Company operates zero tolerance for Transactional Sex and Fraternisation. The Contractor and its Personnel are responsible for the preventing and detecting of Transactional Sex and Fraternisation. The Contractor and its Personnel are prohibited from engaging in either Transactional Sex or Fraternisation while performing the services under this Contract. The Contractor and its Personnel must report any actual or suspected incident of Transactional Sex or Fraternisation, in accordance with clause 8.16.

The Company reserves the right to terminate this Contract, in accordance with clause 15, for any breach of the Contractor's obligations under this clause 8.9.

8.10 Obligations in relation to employees

The Contractor must:

- (a) ensure that its employees fully comply with any applicable obligations of the Contractor under this document; and
- (b) ensure that its employees fully comply with the Company's Safeguarding Code of Conduct for Partners (as included in Schedule F); and
- (c) comply with all relevant requirements of the Fair Work Principles, as set out in the Fair Work Principles User Guide (as published by the Commonwealth Department of Education, Employment and Workplace Relations), including by:
 - (i) complying with all applicable workplace relations, occupational health and safety and workers' compensation laws; and
 - (ii) participating in all compliance activities associated with its legal obligations, including those arising under the Fair Work Principles. Compliance activities include, but are not limited to, responding to requests for information and/or audits undertaken by the Commonwealth, its nominees and/or relevant Government Agencies;
- (d) inform the Company of any adverse court or tribunal decision regarding a breach by the Contractor of any applicable workplace relations, occupational health and safety and workers' compensation laws during the Term and any remedial action the Contractor has taken, or proposes to take, as a result of that decision; and
- (e) provide the Company with any information the Company reasonably requires to confirm that the Contractor is complying with the Fair Work Principles.

8.11 Work Health & Safety

- (a) The Contractor must perform its, and must ensure that all Contractor Personnel, perform their, obligations under this Contract in strict compliance with the *Work Health and Safety Act 2011 (Cth)* ('WHS Act') and are able to participate in:
 - (i) any necessary inspections of work in progress;
 - (ii) any necessary consultation with the Company regarding implementation of the WHS Act provisions; and
 - (iii) tests and evaluations of the Goods and Services.
- (b) The Contractor agrees, when using the Company's or the Client's premises or facilities, to comply with all reasonable directions and procedures relating to work health and safety and security in effect at those premises or in regard to those facilities, as notified by the Company or the Client or as might be inferred from the use to which the premises or facilities are being put.
- (c) Without limiting any other provision of this Contract, the Contractor agrees to, on request, give all reasonable assistance to the Company, by way of provision of information and documents, to assist the Company and its officers as defined in the WHS Act to comply with the duties imposed on them under the WHS Act.
- (d) The Contractor acknowledges that the Company may direct it to take specified measures in connection with the Contractor's work under this Contract that the Company considers reasonably necessary to deal with an event or circumstance that has or is likely

to have, an adverse effect on the health or safety of persons. The Contractor must comply with the direction at its own cost.

8.12 Counter-terrorism

The Contractor must use its best endeavours to ensure that funds provided in relation to the Engagement are not used directly or indirectly to support or resource organisations or individuals denoted by the Commonwealth of Australia or the Partner Country as being associated with terrorism. If the Contractor reasonably suspects or discovers that this has occurred or of any link whatsoever with any organisation or individual associated with terrorism then the Contractor must report the incident to the Company in accordance with clause 8.16.

The Contractor confirms and verifies that neither itself nor any of its associates, agents, personnel, subcontractors or sub-consultants involved in the delivery of Services is included on the Australian Government, Attorney General's Department (AGD) or the Client's terrorism lists. The Contractor must notify the Company immediately if a listing on either of the mentioned terrorism lists has occurred, and or, if the Contractor has grounds to believe that a such listing may have occurred or could potentially occur. the Company has the right to terminate this Contract immediately if the Contractor is in breach of this clause 8.12.

8.13 World Bank Listings

The Contractor must ensure that neither itself nor any of its associates, agents, personnel, sub-contractors or sub-consultants involved in the delivery of Services are

- (a) listed on the "World Bank Listing of Ineligible Firms & Individuals" accessible at <http://web.worldbank.org/> (" World Bank List") or other list similar to the World Bank List maintained by a donor of development funding other than the World Bank ("Relevant List") or are subject to any proceedings or an informal process which could lead to listing on a World Bank List or other Relevant List;
- (b) temporarily suspended from tendering for World Bank contracts by the World Bank, pending the outcome of a sanctions process;
- (c) temporarily suspended from tendering by a donor of development funding other than the World Bank; or
- (d) the subject of an investigation (whether formal or informal) by the World Bank or another donor of development funding.

If any of the events listed in letter (a) – (d) above have occurred or if the Contractor has reasonable grounds to believe that they may have occurred then the Contractor must report the incident to the Company in accordance with clause 8.16. The Company has the right to terminate this Contract immediately if the Contractor is in breach of this clause 8.13.

8.14 In-country activities

In performing any part of this Contract outside Australia, the Contractor and its Contractor Personnel and Sub-Contractors (where applicable) must:

- (a) not engage in any political activity in the relevant country during the provision of the Services;
- (b) observe all laws and respect all religions and customs of that country; and

- (c) conduct themselves in a manner consistent with the Public Service Act 1999 (Cth) (including the Australian Public Service Values and Employment Principles and Code of Conduct).

8.15 Criminal Records Checks for Personnel

The Contractor must ensure that criminal record checks are obtained for all Contractor Personnel involved in the delivery of the Services who will work with children or have contact with children, and for all Expatriate staff engaged to work in the Partner Country. Criminal record checks must be conducted for each country in which the Contractor Personnel has worked for 12 months or longer over the last five years prior to engagement, and for the Contractor Personnel's country/ies of citizenship. In limited circumstances where a country does not provide a criminal record check of adequate reliability, statutory declarations/local legal equivalent should be obtained instead.

8.16 Reporting incidents

Where the Contractor is required to report an incident in accordance with clauses 8.3, 8.4, 8.5, 8.6, 8.7, 8.8, 8.9, 8.10, 8.12, and 8.13 the Contractor must report to the Company immediately on becoming aware of the instance, and in any event within 24 hours.

The Contractor must respond to the Company's enquiries immediately, but in any instance within 24 hours, in relation to any such incidents.

The Company reserves the right to appoint its own investigator, conduct its own investigation or report any incident referred to above to the appropriate law enforcement agencies or any other person or entity Abt deems appropriate for investigation. If Abt exercises its rights under this clause 8.16, the Contractor must provide all reasonable assistance that may be required at its sole expense.

9 Goods and services tax (GST)

9.1 Interpretation

In this clause 9:

- (a) **GST Legislation** means the *A New Tax System (Goods and Services Tax) Act 1999 (Cth)* and related Acts; and
- (b) **Recipient** means a person who receives a taxable supply made under or in connection with this document; and
- (c) **Supplier** means a person who makes a taxable supply under or in connection with this document.

Other words or expressions that are defined in the GST Legislation have the same meaning in this clause 9.

9.2 Consideration is GST exclusive

The consideration to be paid or provided for a supply made under or in connection with this document does not include GST.

9.3 Increase for GST

Despite any other provision in this document, if GST is imposed on a supply made under or in connection with this document then:

- (a) the party who makes the payment or provides the other consideration for the supply must pay the Supplier an additional amount equal to the amount of the payment or value of the consideration multiplied by the rate of GST; and
- (b) the additional amount must be paid with the payment or other consideration on which it is calculated.

9.4 Reduction for input tax credits

If a payment to a party is calculated on the basis of a loss, cost or expense incurred by that party, then the amount payable must be reduced by the amount of any input tax credit to which that party is entitled for that loss, cost or expense.

9.5 Tax invoices

For payments under or in connection with this document:

- (a) if the payment is to be made on demand, the demand must include a tax invoice; and
- (b) if the payment is to be made without demand, a tax invoice must be provided to the payer within a reasonable time after the payment is due.

10 Record keeping

10.1 Records

The Contractor must at all times maintain full, true, separate and up-to-date records regarding the Engagement that comply with all applicable requirements:

- (a) in this document;
 - (b) specified by the Client;
 - (c) specified by the Company in writing; or
 - (d) of the Law,
- (Records).**

10.2 Manner in which Records must be kept

The Records must:

- (a) include a record all receipts and expenses relating to the provision of the Services, including those involving foreign exchange transactions;
- (b) be kept in a manner that permits them to be conveniently and properly audited; and
- (c) enable the extraction of all information relevant to the Engagement,

and must otherwise be kept and maintained in the manner that the Company may from time to time direct.

Subject to the Contractor's obligations in relation to Confidential Information below, the Contractor must maintain the Records, and keep them within its possession or control, during the Term and for a period of seven years following the expiry of the Term.

10.3 Access to Contractor's premises and records

During the Term and for a period of seven years following the expiry of the Term, the Contractor must, upon request by the Company or the Client, provide the Company or the Client (or their nominated Representatives) with access to any premises owned, occupied or used by the Contractor and to all Data, Records, accounts, financial information or other material or information relevant to, or connected with, the Services however and wherever stored that are in the possession or control of the Contractor, for the purposes of inspection and/or copying.

The Contractor must grant the Company or the Client (or their nominated Representatives) the access required by this clause:

- (a) during the hours of 9am and 5pm on a Business Day;
- (b) subject to reasonable prior notice; and
- (c) at no charge.

In the event of an actual or anticipated breach of this document, the Contractor must grant access immediately upon being requested to do so.

Where documents or Records are stored on a medium other than in writing, the Contractor must make available on request such facilities as may be reasonably necessary to enable a legible reproduction to be created, for no charge.

11 Reporting

11.1 Requirements as to financial statements

Any financial statements provided to the Company pursuant to this document must, except as otherwise provided or as the Company otherwise permits, be prepared in accordance with the accounting standards applicable to the Contractor and if not inconsistent with those accounting standards, generally accepted accounting principles and practices in Australia consistently applied.

Where there is any change in the basis upon which financial statements that the Contractor is required to prepare under this document are prepared, the Contractor must provide the Company with sufficient information to assess the change.

11.2 Exception reports and other information

The Contractor must report to the Company and the Client (and any other necessary party) immediately any actual, perceived or anticipated problems or risks of which the Contractor is aware that may have an adverse effect on the performance of the Services. These reports must be provided in accordance with applicable reporting protocols in the Program procedures manuals.

The Contractor must provide the Company with such other reports relating to the Engagement as required by the Services or as the Company reasonably requests from time to time.

11.3 Requirements of reports

Reports prepared by the Contractor (financial or otherwise) must:

- (a) be provided by the date requested, or if no date is specified, promptly;
- (b) must be complete and accurate and not contain any information that is misleading or deceptive, or likely to mislead or deceive,

and, to the extent not inconsistent with any of the forgoing:

- (c) be of a high professional standard, including in relation to report structure, content, drafting and formatting; and
- (d) contain such information, and be in the format and prepared to the standard, that the Company directs from time to time.

If requested by the Company, the Contractor must address any comments (from the Company or the Client) on a report prepared by the Contractor.

The Contractor is responsible for the costs of preparing or updating any report required by this clause.

11.4 Audits

Where the Company has reasonable concerns regarding the Contractor's financial management systems, or its compliance with its accounting or reporting obligations, the Company may by written notice require the Contractor to:

- (a) confirm, by statutory declaration, that the Contractor has complied with its obligations under this document including that it has, and/or it has sighted, all documentation necessary to evidence payments to third parties or to support any claims for payment made in connection with the Engagement;
- (b) provide the Company with any additional documentation necessary to demonstrate its compliance with its obligations under this document, including additional evidence of payments to third parties or to support a claim for payment made in connection with the Engagement; and
- (c) engage an independent organisation acceptable to the Company to undertake an audit of the Contractor's financial management systems including invoicing procedures in accordance with such terms of reference determined by the Company or otherwise agreed with the Company. An audit conducted pursuant to this clause 11.4(c) will be at the Contractor's cost unless the audit reveals that the Contractor is complying with its obligations under this contract, in which case, the Company will be pay for the cost of the audit.

The Contractor must comply with any notice received under this clause within 10 Business Days.

If the Company requires an audit to be undertaken under this clause:

- (d) the audit must be undertaken according to the standards of the professional body relevant to the particular audit and the standards (if any) detailed in the terms of reference; and

- (e) the Company may, in its discretion, withhold all payments owing to the Contractor pending positive certification by the auditor of the Contractor's financial management systems, invoicing procedures and practices.

12 Confidentiality

12.1 Obligations of confidentiality

- (a) In this clause 12:
 - (i) Recipient means a party to this document who receives Confidential Information of the other; and
 - (ii) Discloser means a party to this document who discloses its Confidential Information to the other.
- (b) Subject to clause 12.1(d), the Recipient must keep the Confidential Information confidential and must not:
 - (i) use, disclose or reproduce the Confidential Information for any purpose other than for the purposes of complying with its obligations under this document; or
 - (ii) without the prior written consent of the Discloser, disclose any of the Confidential Information to any person other than those Representatives of the Recipient who need to know the information for the purposes of this document.
- (c) The Recipient must take all action reasonably necessary to maintain the confidential nature of the Confidential Information. Without limiting the Recipient's obligations under this clause, it must:
 - (i) establish and maintain effective security measures to safeguard the Confidential Information from unauthorised access, use, copying or disclosure;
 - (ii) use the same degree of care as it uses to protect its own confidential information; and
 - (iii) promptly notify the Discloser of any potential, suspected or actual unauthorised use, copying or disclosure of the Confidential Information.
- (d) The Recipient may disclose Confidential Information if:
 - (i) the Discloser has consented in writing to the disclosure and the disclosure is made in accordance with the terms of that consent; or
 - (ii) the disclosure is required by the Client in accordance with the Head Contract, by Law, any legally binding order or direction of any Government Agency or to comply with the Client Confidentiality Undertaking.
- (e) If the Recipient considers that disclosure is required by clause 12.1(d)(ii), it must, before making the disclosure, to the extent it is reasonably practicable to do so:
 - (i) consult with the Discloser before making the disclosure; and
 - (ii) use its best endeavours to agree on the form and content of the disclosure with the Discloser.

12.2 Ownership of Confidential Information

The Recipient acknowledges that:

- (a) the Confidential Information constitutes valuable and proprietary information of the Discloser; and
- (b) this document does not grant to the Recipient any licence or other right in relation to the Confidential Information except as expressly provided in this document.

12.3 Return of Confidential Information

- (a) Subject to clause 12.3(c), within 21 days of a written request by the Discloser, the Recipient must, at its own expense:
 - (i) deliver to the Discloser or, if the Discloser requests, destroy (and certify in writing that destruction), any material that is in the possession, power or control of the Recipient that contains any Confidential Information; and
 - (ii) delete any Confidential Information that the Recipient has entered into a computer, database or other electronic means of data or information storage.
- (b) Despite anything else in this document, the Recipient may retain material containing Confidential Information to the extent that the Confidential Information necessarily forms part of:
 - (i) any board paper or accompanying memoranda submitted to, or any presentation given at, a meeting of the board of directors of the Recipient or a related entity;
 - (ii) the minutes of a meeting of the board of directors of the Recipient or a related entity; or
 - (iii) any other document that the Recipient or a Representative of the Recipient is required by Law to keep.
- (c) Subject to clause 12.3(d), to the extent that material containing Confidential Information is copied or stored as a result of automated computer back-up procedures conducted by the Recipient's computer systems, the Recipient may retain that Confidential Information in its archival or back-up computer storage for the period it normally archives backed-up computer records.
- (d) The Recipient may only retain Confidential Information pursuant to clause 12.3(c) provided that the Recipient does not access or use that Confidential Information except as expressly permitted under this document.
- (e) For the purposes of this clause 12.3, material containing Confidential Information includes:
 - (i) any material created or generated by the Recipient that contains Confidential Information;
 - (ii) material in any form of storage from which the Confidential Information can be reproduced; and

- (iii) material in any form in which the Confidential Information is embodied or encoded.

12.4 Additional obligations of Contractor

The Contractor must:

- (a) execute, and must ensure that every staff member of the Contractor engaged in the provision of Services who will have access to Confidential Information executes in favour of the Client a deed of confidentiality in the form specified in Schedule E (Client Confidentiality Undertaking) and at all times complies with the Client Confidentiality Undertaking; and
- (b) immediately notify the Company of any potential, actual or suspected breach any of the obligations stipulated under this clause 12 or of the Client Confidentiality Undertaking.

13 Privacy, Intellectual Property & Publicity

13.1 Privacy

The Contractor acknowledges it is or may be a “contracted service provider” within the meaning of the Privacy Act.

The Contractor agrees in respect of the provision of the Services pursuant to the Engagement to comply with the Australian Privacy Principles as they apply to the Client, including:

- (a) to use or disclose personal information obtained during the course of the Engagement only for the purposes of the Engagement;
- (b) to take necessary steps to ensure adequate security measures are in place to protect personal information from misuse, interference and loss and from unauthorised access, modification or disclosure;
- (c) to comply with the requirements of Australian Privacy Principle 8 regarding the disclosure of personal information to an overseas recipient;
- (d) not to do any act or engage in any practice that would – if done or engaged in by the Client – breach the Australian Privacy Principles;
- (e) to comply with any reasonable request or direction of the Client or the Privacy Commissioner in relation to access to, or handling of, personal information;
- (f) to immediately notify the Company if it becomes aware of a breach or possible breach of any obligations referred to in this clause, or the initiation of any action by the Privacy Commissioner relevant to this Contract; and
- (g) to investigate any complaint arising out of a breach or possible breach of any obligations referred to in this clause, and notify the Company of that investigation and outcome.

If applicable, the Contractor agrees to ensure that any sub-contract entered into for the purposes of fulfilling its obligations under this document contains provisions to ensure that the subcontractor has the same awareness and obligations as the Contractor has under this clause, including the requirement in relation to sub-contracts.

The Contractor agrees to indemnify the Client and or the Company in respect of any loss, liability or expense suffered or incurred by the Client and or the Company which arises directly or indirectly from a breach by the Contractor of any obligations referred to in this clause 13.1.

This clause will survive expiration or termination of the Engagement.

13.2 Intellectual Property rights

The Contractor must not, in performing the Services, breach the Intellectual Property rights of any person.

The title to all Intellectual Property rights in relation to Contract Material will vest, upon their creation, in the Client.

If required by the Company or the Client, the Contractor must bring into existence, sign, execute or otherwise deal with any document that may be necessary to enable the vesting of such title or rights in the Client.

The preceding paragraph does not affect the ownership of Intellectual Property in any Prior Material incorporated into the Contract Material, but the Contractor grants to each of the Company and the Client a permanent, irrevocable, royalty free worldwide, non-exclusive licence to use, reproduce, adapt and otherwise exploit such Prior Material that is incorporated into Contract Material. Each licence confers on each of the Company and the Client the right to sub-licence any of their respective employees, agents or contractors to use, reproduce, adapt and otherwise exploit the Prior Material incorporated into Contract Material for the purposes of performing functions, responsibilities, activities or services for, or on behalf of, the Company or the Client.

At the request of the Client the Contractor must provide any consent, authorisation or approval required by the moral rights provisions of the Copyright Act 1968 (Cth) in order to enable the use of any Contract Material.

13.3 Contractor Information

The Company may collect Contractor Information, including Personal Information, contained in this document and other Personal Information requested by, and provided by the Contractor or other persons to, the Company in connection with the Engagement.

The Company may collect and use Contractor Information for the purposes of the Engagement and the Program, to comply with the Company's contractual obligations to the Client, and for internal business purposes, including satisfying applicable legal requirements.

The Company may disclose Contractor Information to the Client, its related bodies corporate and service providers, to any prospective financier of, investor in or purchaser of the Company or any of its business or assets and to Government Agencies.

If Personal Information the Contractor provides to the Company is incomplete or inaccurate, the Contractor may be in breach of its contractual obligations and the Company may be entitled to terminate the Engagement or seek damages from the Contractor or may otherwise be unable to provide the Contractor with the benefits the Contractor is seeking in connection with the Engagement.

To the extent required under the Privacy Act, the Company will give the Contractor access to Personal Information the Company holds about the Contractor in accordance with the Company privacy policy, as it exists from time to time.

The Contractor consents to:

- (a) the Company providing Contractor Information to the Client at any time; and
- (b) the Client providing Contractor Information to other Government Agencies at any time, and publishing details of the name of the Contractor and the nature of the Services.

Without limiting the forgoing, the Contractor acknowledges that Contractor Information includes records of performance reviews and assessments and any related documentation and consents to the Client including such information in an Contractor database and agrees that information of the Contractor's performance may be accessed by the Company or the Client for future reference, including access to applications by the Contractor for future positions with the Client, as a contractor to the Client or as a subcontractor to a contractor to the Client.

This clause survives the Term.

13.4 Publicity

The Contractor must not make any press, media or other announcements or releases relating to this Contract, the Services and the Program without the prior written approval of the Company as to the form, content and manner of the announcement or release, except to the extent that the announcement or release is required to be made by law.

14 Insurance required by Contractor

The Contractor must take out and maintain for the Term insurances:

- (a) in respect of all risks that are required to be insured against under any applicable law or regulation, whether in Australia, the Partner Country or elsewhere;
- (b) that are commercially prudent having regard to the activities to be undertaken by the Contractor as part of the Services;
- (c) public liability insurance to a value of AUD 10 million per event;
- (d) adequate medical and dental insurance for Contractor Personnel including Specified Personnel who are engaged to operate outside their country of permanent residence; and
- (e) adequate insurance for medical evacuation and evacuation resulting from an insured event for all Contractor Personnel engaged for the provision of Services;

(Required Insurances).

The Contractor must ensure that its Required Insurances provide cover up to a limit that the Company reasonably requests or, if no request is made, up to a limit a prudent owner would buy.

The Contractor must, within seven Business Days of a request by the Company, provide the Company with certificates of currency for all Required Insurances.

The Contractor is responsible for the costs of taking out and maintaining Required Insurances and any deductible or excess payable if any claim is made.

The Contractor must notify the Company in writing immediately upon becoming aware of:

- (f) any actual, threatened or likely claims under any Required Insurances; and
- (g) if an insurer proposes to repudiate, rescind or cancel any Required Insurances or to treat any such insurances as avoided in whole or in part or otherwise decline any valid claim.

The Contractor must ensure that:

- (h) it promptly pays all premiums and does all things necessary to keep each of its Required Insurances in full force and effect;
- (i) it does not do or allow anything to be done, or fail to do any thing, that may entitle any insurer to repudiate, rescind or cancel any Required Insurance or to treat any Required Insurances as avoided in whole or in part or otherwise decline any valid claim; and
- (j) if requested, it keeps the Company advised of the progress of any claim.

If the Contractor fails to maintain any Required Insurances the Company may, at its election, purchase the requisite insurance on the Contractor's behalf. The Contractor must, on demand, pay the reasonable costs and expenses of the Company or its agents incurred in purchasing the relevant insurance and authorises the Company to deduct any amounts owing under this clause from any amounts from time to time owing to the Contractor under this document.

15 Termination of Engagement

15.1 Termination

In addition to any other rights or remedies a party may have at law, or in equity, or under this document, the Company may terminate or reduce the Engagement (and/or any Tasking Note under it) in accordance with:

- (a) clause 15.2 (termination or reduction on notice); and
- (b) clause 15.3 (termination for Contractor default).

15.2 Termination or reduction on notice

- (a) The Company may terminate the Engagement immediately, by notice to the Contractor, if:
 - (i) the Client terminates the Program, the Company contract in relation to the Program or takes or indicates an intention to take, any action that in the Company's opinion will adversely affect its commercial interests in connection with the Program; or
 - (ii) the Client requests the Company to terminate the Engagement.
- (b) The Company may, by notice to the Contractor:
 - (i) terminate; or

- (ii) reduce the scope of,

the Engagement for convenience with the termination or reduction effective from the time specified in that notice.

The consequences of termination or reduction of the scope under this clause by the Company are set out in clause 15.4.

15.3 Termination for Contractor default

The Company may terminate the Engagement immediately by notice in writing to the Contractor where:

- (a) the Contractor commits a Serious Breach;
- (b) the Contractor breaches a material term of this document that is not capable of remedy;
- (c) the Contractor becomes Insolvent; or
- (d) without limiting the forgoing, the Contractor breaches any of clauses 7.1, 7.4, 8.6, 8.7, 8.8, 8.9, 8.12 or 8.13.

15.4 Consequences of termination

If the Company exercises any of its rights under clauses 15.2 or 15.3, the Contractor must:

- (a) comply with directions given by the Company;
- (b) cease or reduce (as applicable) the performance of the Services; and
- (c) immediately do everything possible to mitigate its losses, and all other losses, costs and expenses arising out of the termination or reduction, including novating any subcontracts to the Company or its nominee, if required by the Company.

Except as otherwise expressly provided in this document, where the Engagement is terminated or reduced by either party the Company is not required to pay Fees, or to reimburse any expenses incurred by the Contractor, other than in respect of Services performed by the Contractor to the reasonable satisfaction of the Company up to the date the Engagement is terminated or reduced.

Termination or reduction of the Engagement will not in any way affect a party's rights that:

- (d) accrued prior to termination or reduction; or
- (e) relate or may arise at any future time from any breach of a party's obligations under this document arising prior to termination or reduction.

16 Warranties

16.1 Warranties by parties

Each party represents and warrants that each of the following statements is true and accurate as at the date of this document and on each anniversary of the date of this document:

- (a) it is validly existing under the laws of its place of incorporation;

- (b) it has the power to enter into and perform its obligations under this document and to carry out the transactions contemplated by this document;
- (c) it has taken all necessary action to authorise its entry into and performance of this document and to carry out the transactions contemplated by this document;
- (d) its obligations under this document are valid and binding and enforceable against it in accordance with their terms;
- (e) the entry into and performance by it of, and the transactions contemplated by, this document do not and will not conflict with any Law applicable to it, its constitutional documents, any agreement or instrument binding on it or any of its assets or the rights (including intellectual property rights) of any third party;
- (f) it is entitled to use and provide all information, data and materials provided by it in the performance of its obligations under this document without the consent of any third party, or where consent is required, it has obtained that consent; and
- (g) it has not entered into this document as trustee of any trust.

16.2 Additional Contractor warranties

The Contractor represents and warrants to the Company that each of the following statements is true and accurate as at the date of this document and on each day of the Term:

- (a) it has the financial capacity, capability, resources and personnel to provide the Services in accordance with and on the basis set out in this document;
- (b) no Conflict of Interest exists or, to the best of the Contractor's knowledge and belief after making due enquiry, is likely to arise in the Contractor's performance of the Engagement;
- (c) all information, data and materials provided by or on behalf of it in connection with the performance of its obligations under this document was true and accurate and complete in all material respects and not misleading or deceptive or likely to mislead or deceive as at the date it is provided or as at the date (if any) at which it is stated to be prepared;
- (d) nothing has occurred and no information has been given or withheld, that results in any information, data or materials provided by it in the performance of its obligations under this document being untrue or misleading in any material respect;
- (e) it has obtained and maintained in full force, any licences, accreditations, permits, registrations or regulatory approvals required by Law and necessary for the provision of the Services;
- (f) it has complied, in all material respects, with all applicable Laws and industry standards in performing the Services;
- (g) it has complied with the Company's reasonable directions in providing the Services;
- (h) the Services are provided with due care and skill and are fit for the purpose of the Program; and

- (i) the work performed to provide the Services is provided by appropriately qualified, skilled and experienced Contractor Personnel and done to a high standard in accordance with best practice.

17 Resolution of disputes

17.1 No proceedings

A party must not commence court proceedings (except proceedings seeking interlocutory relief) in respect of a dispute arising out of this document (Dispute) unless:

- (a) it has complied with this clause 17; or
- (b) the Client has commenced legal proceedings in relation to matters that are a wholly or substantially the subject of the Dispute.

17.2 Notice of Dispute

A party claiming that a Dispute has arisen must give each party to the Dispute (**Disputant**) a notice setting out details of the Dispute.

17.3 Best efforts to resolve Dispute

Each Disputant must conscientiously and in good faith attempt to resolve the Dispute within:

- (a) 10 Business Days of the date notice is given under clause 17.2 (or any longer period agreed by the Disputants); or
- (b) if matters the subject of the Dispute are also the subject of a dispute under the Head Contract and the dispute resolution process under the Head Contract has been enlivened, and the Company gives the Contractor notice of that fact for the purposes of this clause,

(Initial Period).

17.4 Referral to CEOs

If the Disputants cannot resolve the Dispute within the Initial Period, the Dispute must be referred to the chief executive officer (or his or her nominee) of each Disputant who must conscientiously and in good faith attempt to resolve the Dispute or agree on a process for resolving the dispute through means other than litigation or arbitration, including by mediation or conciliation.

17.5 Termination of Dispute resolution process

If the Dispute has not been resolved within:

- (a) 20 Business Days of the date notice is given under clause 17.2 (or any longer period agreed by the Disputants); or
- (b) if matters the subject of the Dispute are also the subject of a dispute under the Head Contract and the dispute resolution process under the Head Contract has been enlivened, and the Company gives the Contractor notice of that fact for the purposes of clause 17.3(b) or this clause, within the period required by clause 40.4 of Part B of the Head Contract,

a Disputant that has complied with this clause 17 may terminate the dispute resolution process by giving notice to the other party and may, if it wishes, commence legal proceedings.

17.6 Breach of this clause

If a Disputant breaches clauses 17.1 to 17.4 (inclusive), each other Disputant does not have to comply with those clauses.

18 Risk and liability

18.1 Consequential loss

Despite any other clause in this document, to the fullest extent permitted by law, the Company is not liable to the Contractor for, nor will any indemnity under this document in favour of the Contractor extend to, any Consequential Loss suffered or claimed against the Contractor, including for:

- (a) any breach of this document;
- (b) any act or omission (including any negligent act or omission) of the Company arising out of or in any way in connection with the performance or non-performance of the Engagement; or
- (c) the termination of the Engagement (whether as a result of breach, repudiation or otherwise).

This clause survives termination of the Engagement.

18.2 Limitation of liability

Despite any other clause in this document or Tasking Note, to the fullest extent permitted by law, the liability of the Company arising out of or in connection with the Engagement, including for any breach of any Engagement Condition or Tasking Note, any act or omission (including any negligent act or omission) of the Company arising out of or in any way in connection with the performance or non-performance of this document or Tasking Note or the termination of the Engagement or Tasking Note, to the extent not expressly excluded, is limited to:

- (a) in respect of any liability in connection with a specific Tasking Note, the Fees payable in respect of that Tasking Note; and
- (b) in respect of all other liability and in aggregate in any event, the total Fees payable under all Tasking Notes.

18.3 General indemnity

The Contractor indemnifies the Company and each of its Representatives from:

- (a) all Loss that the Company or any of its Representatives suffers or incurs by reason of; and
 - (b) all Claims made by any third party in relation to,
- any of the following:

- (c) any failure by the Contractor to fulfil its obligations in connection with the Engagement, including under this document or any document required to be signed by the Contractor pursuant to this document;
- (d) any investigation by the Client or Commonwealth Ombudsman in connection with the performance of the Services; and
- (e) to the extent not covered by the forgoing, any wilful, negligent, reckless, fraudulent or unlawful act or omission of the Contractor.

The Contractor's liability to indemnify the Company shall be reduced proportionally to the extent that any act or omission of the Company contributed to the loss, damage, death or injury.

19 General matters

19.1 Notices

A party's address for service is the address shown in the description of the Parties unless the party has, by notice, notified the other party of a new address.

Notices must be given in writing in English and sent by email, post or delivered to the address of the recipient.

A notice is taken to be given and received:

- (a) if hand delivered to the nominated address, on delivery to the nominated address;
- (b) if sent by prepaid post to the nominated address and the recipient's address is in the same country of posting, at 9.00am (recipient's time) on the third Business Day after the date of posting;
- (c) if sent by prepaid post to the nominated address and the recipient's address is outside the country of posting, at 9.00am (recipient's time) on the seventh Business Day after the date of posting; and
- (d) if sent by email, at 9.00am (recipient's time) on the next Business Day after the date of sending (as recorded on the device from which the sender sent the email) unless the sender receives an automated message that the email has not been delivered.

19.2 Entire agreement

This document and any Tasking Note under it constitute the entire agreement between the parties regarding the matters set out in them and supersede any prior representations, understandings or arrangements made between the parties, whether orally or in writing.

19.3 Variation

The Company may, by notice in writing, amend this document or any Tasking Note to the extent it reasonably considers necessary to comply with a direction given by the Client.

Subject to the forgoing, neither the Engagement Conditions nor any Tasking Note can be varied except in writing signed by all parties.

19.4 Waiver

A right created by this document cannot be waived except in writing signed by the party entitled to that right. Delay by a party in exercising a right does not constitute a waiver of that right, nor will a waiver (either wholly or in part) by a party of a right operate as a subsequent waiver of the same right or of any other right of that party.

19.5 Rights of Client

The Contractor acknowledges and agrees, for the purposes of section 55 of the *Property Law Act 1974 (Qld)*, that to the extent this document confer rights on the Client, the Client may by notice to the Company or to the Contractor, accept the benefit conferred on the Client under this document, require the Contractor to comply with any relevant obligation.

19.6 Assignment

The Contractor cannot assign or transfer any of its rights under this document without the prior written consent of the Company.

19.7 Novation and substitution

If requested by the Company or the Client, the Contractor must promptly execute a deed of novation and substitution, in the form provided to the Contractor pursuant to which, among other things, the Company's rights and obligations in connection with the Engagement are assumed by a third party. If the Client requires the Contractor to execute a deed of novation and substitution in favour of the Client, the Client may request the Contractor to execute a further deed of novation and substitution in favour of a third party.

19.8 Acts of Representatives

For the purposes of this document generally, an act or omission of an employee or other Representative of the Contractor is deemed to be an act or omission of the Contractor.

19.9 Further assurances

Each party agrees, at its own expense, on request of the other party, to do everything reasonably necessary to give effect to this document and the transactions contemplated by them, including the execution of documents.

19.10 Applicable law

The law in force in Queensland applies to this document. Each party irrevocably and unconditionally submits to the nonexclusive jurisdiction of the courts of Queensland and any courts that have jurisdiction to hear appeals from any of those courts and waives any right to object to any proceedings being brought in those courts.

19.11 Provisions can be severed

If a provision of this document is illegal or unenforceable then that provision must be severed from this document and the remaining provisions of this document continue in force. If only part of a provision is illegal or unenforceable then this clause applies to that part only.

19.12 Counterparts

This document may consist of a number of counterparts and the counterparts taken together constitute one and the same agreement. The parties consent to the exchange of counterparts by attachment to email.

19.13 Contra proferentem

No rule of construction will apply in the interpretation of this document to disadvantage a party on the basis that that party drafted this document or any provision of this document.

19.14 Continuance of rights

The effect of any clause of this document related to confidential information, intellectual property rights, the Company's right to recover money and those clauses containing warranties, indemnities, guarantees, securities or those clauses expressly or impliedly intended to continue beyond the Term will continue after the Term.

19.15 Interpretation

In this document:

- (a) headings are for reference only and do not affect the meaning of a clause;
- (b) the singular includes the plural and vice versa and words importing a gender include other genders;
- (c) other grammatical forms of defined words or expressions have corresponding meanings;
- (d) "person" includes a firm, a body corporate, an unincorporated association or an authority;
- (e) an agreement, representation or warranty:
 - (i) in favour of two or more persons is for the benefit of them jointly and severally;
 - (ii) on the part of two or more persons binds them jointly and severally;
- (f) a reference to a party is to a party to this document, and a reference to a party to a document includes the party's executors, administrators, successors and permitted assigns and substitutes;
- (g) a reference to:
 - (i) a document includes any variation or replacement of it and all schedules, annexures and exhibits to the document
 - (ii) a law includes regulations and other instruments under it and amendments or replacements of any of them;
 - (iii) a thing includes the whole and each part of it;
 - (iv) a group of persons includes all of them collectively, any two or more of them collectively and each of them individually;
- (h) a reference to "\$" or "dollars" is a reference to Australian currency;
- (i) a reference to a specific time means the time in Brisbane, Queensland;
- (j) "including" when introducing a list of items does not limit the meaning of the words to which the list relates to those items or to items of a similar kind;

- (k) each Tasking Note is governed by the terms and conditions of this document. To the extent of any inconsistency between a Tasking Note and this document, this document prevails to the extent of the inconsistency.

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Schedule A – Definitions

In this document, unless the context otherwise requires:

Adviser Remuneration Framework means the set of rates and allowances for individuals who provide advice on the strategic direction and implementation of the Australian Aid Program. For details visit the website of the Australian Government, Department of Foreign Affairs and Trade (www.dfat.gov.au).

Australian Privacy Principles has the meaning given in the *Privacy Act 1988 (Cth)*.

Authorisation means an authorisation, consent, visa, permit, approval, resolution, licence, registration, filing or lodgement required by a Government Agency or any Law.

Business Day means a day that is not a Saturday, Sunday, bank holiday or public holiday in the Partner Country.

Client means the client stated in the Key Details section.

Client Confidentiality Undertaking means the confidentiality deed to be entered into by the Contractor's personnel in favour of the Client in the form of Schedule E.

Commonwealth means the Commonwealth of Australia.

Commonwealth Ombudsman means the Commonwealth Ombudsman as defined in the *Ombudsman Act 1976 (Cth)* and any delegate.

Confidential Information means, in the case of a Discloser, information that is by its nature confidential, the Discloser has designated confidential or that the Recipient knows or ought to know is confidential and includes, in the case of the Company:

- a) information designated by the Client as confidential;
- b) the Agreement Material or information comprised in or relating to the Agreement Material, the Data, Intellectual Property of the Company or third parties (including the Client) where third party Intellectual Property is made available by the Company or the Client, or to the internal management and structure of the Department of Foreign Affairs and Trade, the Client or the Commonwealth of Australia;
- c) Personal Information (other than Personal Information of the Contractor); and
- d) this document,

but does not include in the case of the Company or the Contractor:

- e) information that is or becomes public knowledge other than by breach of this document or other obligation of confidentiality;
- f) has been independently developed or acquired by the Recipient prior to the Start Date; or
- g) is in the Recipient's possession without restriction regarding disclosure prior to the Start Date.

Consequential Loss means any special, indirect or consequential losses; any economic loss in respect of any claim in tort; any loss of profits, loss of production, loss of revenue, loss of use, loss of contract, loss of goodwill, loss of opportunity, loss of reputation or wasted overheads whatsoever and any loss arising

out of any claim by a third party, but does not include a loss in respect of the cost of repairing, replacing or reinstating any real or personal property of any person that has been lost, damaged or destroyed or personal injury to or death of any person or in respect of any personal injury claim, special loss or economic loss as those terms are used in the context of personal injury claims.

Contract means this document as amended from time to time and includes its Schedules and any attachments.

Contract Material means all material created or required to be developed or created as part of, or for the purposes of performing, the Services, including documents, equipment, information and data stored by any means, and any software and associated instrumental/operations manuals.

Contractor Information means any information relating to the Engagement and the Contractor. It may be Personal Information.

Contractor Personnel means:

- a) officers, employees, agents or subcontractors of the Contractor;
- b) officers, employees, agents or subcontractors of the Contractor's subcontractors; and
- c) includes those individuals (if any) engaged by the Contractor or its subcontractors on a voluntary basis;

engaged in the performance of the Services;

Corporations Act means the *Corporations Act 2001 (Cth)*.

Data means any information provided to the Contractor from any source, or collected or created by the Contractor, in connection with the Engagement, whether in magnetic, electronic, hardcopy or any other form.

Engagement means the Contractor's engagement by the Company to provide the Services in connection with the Program on the terms and conditions contained in this document.

End Date means the later of the date stated in the Key Details section and the date that the final deliverable is accepted by the Company.

Fees means the amounts payable to the Contractor in consideration for providing the Services, as calculated in accordance with Schedule C.

Government Agency means any governmental, semi-governmental, administrative, fiscal or judicial body, department, commission, authority, tribunal, agency or entity.

Head Contract means the contract between the Company and the Client in respect of the Program as amended from time to time.

Insolvent: a person is Insolvent if:

- a) it is (or states that it is) an insolvent under administration or insolvent (each as defined under the Corporations Act);
- b) it has a controller (as defined under the Corporations Act) appointed or is in liquidation or provisional liquidation, under administration or wound up or has had a receiver or receiver and manager appointed to any part of its property;

- c) it is subject to any arrangement, assignment, moratorium or composition, protected from creditors under any statute or dissolved (in each case, other than to carry out a reconstruction or amalgamation while solvent on terms approved by the other parties to this document);
- d) an application or order has been made (and in the case of an application, it is not stayed, withdrawn or dismissed within 30 days), resolution passed, proposal put forward, or any other action taken, in each case in connection with that person, which is preparatory to or could result in any event or circumstance referred to in paragraph a), b), or c) to this definition of Insolvent, above occurring;
- e) it is taken (under section 459F(1) of the Corporations Act) to have failed to comply with a statutory demand;
- f) it is the subject of an event described in section 459C(2)(b) of 585 of the Corporations Act (or it makes a statement from which another party to this document reasonably deduces it is so subject);
- g) it is otherwise unable to pay its debts as and when they fall due; or
- h) something having a substantially similar effect to any event or circumstance referred to in paragraphs (a) to (g) above happens in connection with that person under the law of any jurisdiction.

Intellectual Property means all copyright and all rights in relation to inventions (including patent rights), trade marks, designs and confidential information, and any other rights resulting from intellectual activity in the industrial, scientific, literary and artistic fields recognised in domestic law anywhere in the world.

Law includes any law or legal requirement, including at common law, in equity, under statute, regulation or by-law, any condition of any Authorisation and any decision, directive, guidance, guideline or requirements of a Government Agency.

Loss means any loss, damage, liability, cost or expense including legal expenses on a solicitor and own client basis, and includes Consequential Loss.

Partner Country means the country stated in the Key Details section.

Personal Information has the meaning given in the *Privacy Act 1998 (Cth)*.

Prior Material means all material developed by the Contractor or a third party independently from the Services whether before or after commencement of any Services.

Privacy Act means the *Privacy Act 1988 (Cth)*.

Privacy Commissioner means the person so named in the *Australian Information Commissioner Act 2010 (Cth)*.

Program means the program stated in the Key Details section.

Record has the meaning given in clause 10.1.

Representative of a person means any related body corporate of the person (within the meaning of the Corporations Act) and any director, employee, agent or contractor of the person or any related body corporate.

Research Activity means a research activity that is financed, wholly or in part, using funds of the Client that are distributed or made available in connection with the performance of the Services.

Serious Breach means:

- a) a breach of term of this document that is capable of remedy, where the Contractor fails to remedy the breach, within five Business Days of receiving written notice to remedy from the Company; or
- b) directly or indirectly making, causing to be made or accepting any offers to provide gifts, payments, bribes of any other kind or any other benefits to any party that may be perceived of as being illegal or corrupt.

Services means the services specified in Schedule B as may be varied by the parties in writing.

Specified Personnel means the Contractor Personnel specified in Schedule D.

Start Date means the date this Contract is signed by the last party to sign the Contract or such other date as the parties agree in writing.

Tasking Note means a legally binding document of that name which has been agreed by the parties and records the details referred to in Schedule B.

Term has the meaning given in clause 4.

Schedule B – Services

1. Background

2. Scope of Services

3. Deliverables

4. Required Qualifications/ Experience:

5. Reporting Requirements

Initial Reporting *(to be completed in drafting based on activity risk assessment)*

Deliverable	Due Date	Approved By
Partner Self-Assessment - Prevention of Sexual Exploitation Abuse and Harassment (PSEAH)	30 days after execution of this Contract	The Company
Partner Comprehensive Assessment –PSEAH	30 days after execution of this Contract	The Company
Partner Self-Assessment – Child Protection (CP)	30 days after execution of this Contract	The Company
Partner Comprehensive Assessment - CP	30 days after execution of this Contract	The Company
Partner Self-Assessment - Fraud	30 days after execution of this Contract	The Company
Partner Comprehensive Assessment - Fraud	30 days after execution of this Contract	The Company

Any reports the Contractor is requested to provide must:

- be accurate and not misleading in any respect;
- be prepared as directed by the Company;
- be delivered at the time specified by the Company
- be provided in the format and on the media approved or requested by the Company or the Client
- unless directed otherwise, not incorporate either the Client's, the Company's or the Contractor's logo or branding

6. Performance Assessment

The Company will conduct regular performance assessments of the Contractor and its Specified Personnel in accordance with the Company subcontracting policies and as required by the Client. The Contractor agrees that the results of the performance assessments may be shared with the Client in accordance with the requirements of the Head Contract.

Schedule C – Fees

INSERT

Applicability of the Payment Times Procurement Connected Policy

PT PCP Subcontract

Is this Contract a PT PCP Subcontract as defined by the Payment Times Procurement Connected Policy (PT PCP)? Definition repeated below for ease of reference.

YES ☐

NO ☐

“PT PCP Subcontract” means a subcontract between a Reporting Entity [e.g., the Company] and another party (Other Party) [e.g., the Contractor] where:

- a) the subcontract is (wholly or in part) for the provision of goods or services for the purposes of the Head Contract;
- b) both parties are carrying on business in Australia; and
- c) the subcontract has a total value of less than (or is reasonably estimated will not exceed) \$1,000,000 (GST inclusive) during the term of the subcontract, not including any options, extensions, renewals or other mechanisms that may be executed over the life of the subcontract (but including work/official orders entered into that are valued up to \$1 million (GST inclusive) under standing offer (panel) arrangements);

but does not include the following subcontracts:

- d) subcontracts entered into prior to the Reporting Entities’ tender response for the Head Contract;
- e) subcontracts which contain standard terms and conditions put forward by the Other Party and which cannot reasonably be negotiated by the Reporting Entity; or
- f) subcontracts for the purposes of:
 - i) procuring and consuming goods or services overseas; or
 - ii) procuring real property, including leases and licences.

If this Contract is a PT PCP Subcontract, then, despite clause 6, the Company will:

- pay the Fees within 20 calendar days following the acknowledgement of the satisfactory delivery of goods or services and the receipt of a correctly rendered invoice from the Contractor; and
- pay interest where the accrued interest exceeds AUD \$100 (or equivalent amount in another currency) if the Company has failed to pay the Fees in accordance with the timeframe given above.

Reporting Entity Subcontract

Is this Contract a Reporting Entity Subcontract as defined by the Payment Times Procurement Connected Policy (PT PCP)? Definition repeated below for ease of reference.

YES ☐

NO ☐

Reporting Entity Subcontract means a subcontract under which:

- a) a Reporting Entity [e.g., the Contractor] provides goods or services directly or indirectly to another Reporting Entity [e.g., the Company], for a purpose ultimately funded by a Non-corporate Commonwealth Entity; and
- b) the value of the goods or services provided under the subcontract are estimated to exceed AUD \$4,000,000 (GST inclusive).

If this Contract is a Reporting Entity Subcontract, then the Contractor must ensure that its subcontracts contain equivalent PT PCP clauses to those stated in the 'PT PCP Subcontract' and 'Reporting Entity Subcontract' sections of this Schedule C.

The Contractor may make a complaint to the Australian Government PTPCP Policy Team or to the Commonwealth as represented by the Client in accordance with the PTPCP if there has been non-compliance with the PTPCP.

For more information on the Payment Times Procurement Connected Policy, the policy and accompanying FAQ are available on the Treasury's website: <https://treasury.gov.au/>

Schedule D – Specified Personnel

The Contractor will provide the Services through the following Specified Personnel:

Name	Role

DRAFT

Schedule E – Deed of Confidentiality

THIS DEED POLL is made in favour of the **COMMONWEALTH OF AUSTRALIA** represented by the Department of Foreign Affairs and Trade ('**DFAT**').

BY Full Name, Physical Address of Consultant OR Nominated Representative (the '**Recipient**').

RECITALS

- A. DFAT and **Abt Associates Pty Ltd** (the '**Company**') have entered into a Contract for the purpose of a Program in Partner Country.
- B. The Recipient has been engaged by the Company to work on the Program.
- C. The Recipient will, in carrying out that work, be given access to Confidential Information.
- D. DFAT requires the Recipient to enter into this Deed in relation to use of Confidential Information.

THE RECIPIENT DECLARES AS FOLLOWS:

1. INTERPRETATION

- 1.1 In this Deed, unless the contrary intention appears:

'**Confidential Information**' means information that:

- (a) is designated by DFAT as confidential; or
- (b) the Recipient knows or ought to know is confidential, but does not include information which:
- (c) is or becomes public knowledge other than by breach of this Deed or other obligation of confidentiality.

'**Personal Information**' has the same meaning as in the *Privacy Act 1988* (Cth).

2. CONFIDENTIAL INFORMATION

- 2.1 The Recipient acknowledges and agrees that:

- (a) the Confidential Information is confidential and that any Confidential Information disclosed to the Recipient is disclosed to the Recipient only pursuant to the terms of this undertaking;
- (b) it must not, other than with the prior written approval of the Commonwealth, use, disclose, divulge or deal with any Confidential Information, nor allow any act, matter or thing to be done or occur whereby any Confidential Information may be ascertained or used by, or disclosed or communicated to, any other person, except in accordance with the terms of this undertaking; and
- (c) improper use or disclosure of Confidential Information would damage the Commonwealth.

3. RESTRICTIONS ON USE

3.1 The Recipient must:

- (a) keep the Confidential Information, and all documents containing, or referring to, any Confidential Information, under effective control of the Recipient;
- (b) not use or reproduce any document containing, or referring to, any Confidential Information, nor allow any other person to use or reproduce any such document;
- (c) take all reasonable steps to ensure that Confidential Information, and all documents containing, or referring to, any Confidential Information, are protected at all times from any unauthorised use, disclosure or access, and immediately notify the Commonwealth if the Recipient becomes aware of any unauthorised access to, or use or disclosure of, any Confidential Information;
- (d) if required at any time by the Commonwealth to do so, deliver up to the Commonwealth, or destroy, all Confidential Information, including all documents containing, or referring to, any Confidential Information, in the possession, custody or control of the Recipient; and
- (e) if required by the Commonwealth:
 - (i) permit the Commonwealth reasonable access to the Recipient's premises and information management systems to ensure or check compliance with this undertaking; and
 - (ii) provide to the Commonwealth a statutory declaration of an officer of the Recipient stating that **Clause 3.1** has been complied with.

4. PERSONAL INFORMATION

- 4.1 The Recipient agrees, with respect to all Personal Information acquired by it during the performance of the Contract, to abide by the provisions of the *Privacy Act 1988 (Cth)* as if the Recipient were an 'Agency' as defined by that Act.

5. SURVIVAL OF OBLIGATIONS

- 5.1 The obligations in this Deed are perpetual.

EXECUTED as a deed poll.

SIGNED by the Recipient:

Signed in the presence of:

Recipient Signature

Witness Signature

Recipient Name

Witness Name

Date:

Schedule F – Safeguarding Code of Conduct for Partners

Version 1.1_04/02/2021

Abt Associates is committed to the safety and protection of all people in the delivery of program services. This safeguarding Code of Conduct aims to protect others from sexual exploitation, child abuse, harassment, discrimination, intimidation or abuse in any form. The Code provides clear boundaries on behaviour and conduct expected of all Abt Personnel and Partners in discharging their duties on behalf of Abt Associates, regardless of location.

- 'Abt Personnel' refers to head office employees, locally engaged employees, advisers, consultants and volunteers engaged by Abt Associates.
- 'Partners' refers to contractors, sub-contractors, grantee organisations, program implementation partners and the like engaged by Abt Associates.

Abt expects everyone to uphold and promote the highest standards of ethical and professional behaviour to achieve our vision and mission; and contribute to a working environment that promotes mutual respect, integrity, dignity and non-discrimination. This Code serves as a guide to make ethical decisions and to regulate professional and personal conduct.

Whilst recognising that local laws and cultures differ from one country to another, this Code is developed from global standards and legal requirements in the aid sector. The Code is in accordance with relevant Abt Associates policies and procedures and any breach may result in disciplinary action, including dismissal in some instances, and in some cases, criminal prosecution.

Abt Personnel and Partners must undertake to discharge their duties and to regulate their conduct in accordance with the requirements of this Code, thereby contributing to Abt Associates quality of performance and reputation.

Commitment to Safeguarding Code of Conduct

The Partner Organisation agrees in their association with Abt Associates, to ensure that the professional and personal conduct of its personnel (i.e., its employees, advisers, consultants, contractors, sub-contractors, sub-organisations, partners, volunteers and the like) adhere to the requirements of this Code when involved in the implementation of the Activity. It will ensure to:

The Partner Organisation agree in their association with Abt Associates, that its personnel will:

1. Create and maintain a safe work environment that prevents and protects children and adults from sexual exploitation, child abuse, harassment, discrimination, intimidation or abuse in any form.
2. Treat all children and adults with dignity and respect regardless of their race; colour; gender; language; religion; political or other opinion; national, ethnic or social origin; property; disability; birth or other status.
3. Ensure that for work-related purposes when they photograph or film a child, to:
 - Comply with local traditions or restrictions for reproducing personal images
 - Obtain informed consent from the child and parent or guardian of the child and explain how the photograph or film will be used.
 - Ensure photographs, films, videos, DVDs and all other media, present in a dignified and respectful manner
 - Ensure children and adults are adequately clothed and not in poses that could be seen as sexually suggestive, and not in a vulnerable or submissive manner.
 - Ensure images are honest representations of the context and the facts.
 - Ensure file labels, meta-data or text descriptions do not reveal identifying information about a child when sending images electronically or publishing images in any form.
 - Treat with the utmost importance the confidentiality of the children and adults in our programs, and never provide personal details to unauthorised person/s.
4. Ensure another adult is present when working with children.
5. Immediately report any concerns regarding possible violations of Abt Associates safeguarding policies or Code of Conduct.
6. Maintain confidentiality about any concerns and only share information with those who need to know such information.
7. Immediately disclose any charges, civil judgment, criminal convictions and other outcomes of an offence, including those under traditional law, which occurred before or occurs during any association with Abt Associates that relates to allegations made relating to sexual harassment, exploitation or abuse.
8. Comply with all relevant Australian and local legislation, including local labour laws.

The Partner Organisation agree in their association with Abt Associates, that its personnel:

9. **Must not** sexually harass, exploit or abuse any other person(s) and understand that these behaviours constitute acts of gross misconduct and are therefore grounds for disciplinary action, up to and including dismissal.

10. **Must not** engage in any form of sexual activity or develop physical/sexual relationships with children (persons under the age of 18) regardless of the age of consent locally, with understanding that ignorance or mistaken belief in the age of a child is not a defence.
11. **Must not** exchange money, employment, goods, or services for sex, including sexual favours or other forms of humiliating, degrading or exploitative behaviour, with understanding this means they must not buy sex from anyone at any time, or exchange assistance that is due to program participants / beneficiaries for sex.
12. **Must not** have sexual relations with program participants/ beneficiaries (in exchange for assistance or any other reason) recognising the inherent unequal power dynamics which may undermine the credibility and integrity of Abt Associates work.
13. **Must not** request any service or sexual favour from participants of Abt programs, children or people in the communities in which Abt Associates works, and will not engage in sexually harassing, exploitative or abusive relationships.
14. **Must not** support or take part in any form of sexually exploitative or abusive activities, including, for example, child pornography, trafficking of human beings or child marriage.
15. **Must not** hire children for domestic or other labour, which is inappropriate given their age or developmental stage, which interferes with their time available for education and recreational activities or which places them at significant risk of injury or exploitation.
16. **Must not** use language or behaviour, or physical punishment, towards children or adults that is inappropriate, harassing, abusive, sexually provocative, demeaning or culturally inappropriate.
17. **Must not** use resources, including the use of computers, cameras, mobile phones or social media, to exploit, groom or harass participants of programs, children or adults in the communities where Abt Associates works. This means that it is prohibited to access, display or transmit offensive and/or pornographic material on any item provided or subsidized electronic device (e.g., computer, tablet, phone) at any time, or on any personal electronic device in the workplace.

The Partner Organisation understands its responsibilities to ensure it adheres to the principles bound by this Safeguarding Code of Conduct, to prevent actions or behaviours that could be construed as sexual exploitation, abuse or harassment (of any kind) when implementing Abt Associates program activities.

The Partner Organisation acknowledges that it is their responsibility to undertake reasonable action to ensure its personnel i.e., its employees, advisers, consultants, contractors, sub-contractors, sub-organisations, partners, volunteers and the like – adhere to the requirements of this Code when involved in the implementation of the Activity

Signature:

Name:

As representative for:

Date:

Definitions

Child /Children	A child is any individual under the age of 18, irrespective of local country definitions of when a child reaches adulthood.
Adults experiencing vulnerability	<p>Anyone 18 years or over who -</p> <ul style="list-style-type: none"> • is unable to take care of themselves/ protect themselves from harm or exploitation; or • due to their gender, mental or physical health, disability, ethnicity, religious identity, sexual orientation, economic or social status, or as a result of disasters and conflicts, are deemed to be at risk; or • is in a situation of subordination and therefore experiencing a power differential putting them at risk.
Program Participants/ Beneficiaries	A person (outside of the organisation) who is receiving assistance or services from the program. Alternatively referred to as a member of the affected population, a person affected by crisis and/or a person the program aims to assist.
Sexual Exploitation	Sexual exploitation means any actual or attempted abuse of a position of vulnerability, differential power, or trust, for sexual purposes, including, but not limited to, profiting monetarily, socially or politically from the sexual exploitation of another.
Sexual Abuse	Sexual abuse means the actual or threatened physical intrusion of a sexual nature, whether by force or under unequal or coercive conditions.
Sexual Harassment	Sexual harassment is any unwelcome sexual advance, request for sexual favour, verbal or physical conduct or gesture of a sexual nature, or any other behaviour of a sexual nature that might reasonably be expected or be perceived to cause offence or humiliation to another, when such conduct interferes with work, is made a condition of employment or creates an intimidating, hostile or offensive work environment. While typically involving a pattern of behavior, it can take the form of a single incident.
Transactional Sex	Transactional sex refers to the exchange of money, employment, goods or services for sex or sexual favours, even in places where sex work is legal. After a crisis, people may engage in transactional sex to generate income and meet basic survival needs. They may not identify with the term “sex worker”. For a person purchasing sex in this setting, it is often impossible to distinguish between exploitative and non-exploitative transactional sex.
Fraternisation	Any relationship that involves, or appears to involve, partiality, preferential treatment or improper use of rank or position including but not limited to voluntary sexual behaviour. It could include sexual behaviour not amounting to intercourse, a close and emotional relationship involving public displays of affection or private intimacy and the public expression of intimate relations.
Victim/Survivor	A person who is, or has been, sexually exploited, harassed or abused.

Execution

Executed as an agreement

Executed by Company

In the presence of:

Company Authorised Representative

Signature of Witness

Name of Authorised Representative (print)

Name of Witness (print)

Date:

Executed by Contractor:

In the presence of:

Contractor Authorised Representative

Signature of Witness

Name of Authorised Representative (print)

Name of Witness (print)

Date:



CONSULTANT AGREEMENT

Date as dd Month Year

Full Name of Consultant
Postal Address of Consultant

Dear Name of Consultant

Letter of Offer for Consultant - DFAT Short Term Personnel (DFAT STP) Position

We are delighted to offer you a position with us on the Name of Program (**Program**).

We believe that you will be a valuable addition to the team and that your knowledge, skills, and experience will enable you to make an important and rewarding contribution to our ability to effectively deliver the Program.

Conditions of Engagement

You will be engaged as a Consultant (DFAT STP) for the purposes of the Program on the terms and conditions set out in the following documents:

- this Letter of Offer;
- Schedule 1 – Key Terms of Engagement;
- Schedule 2 – Terms of Reference;
- Schedule 3 – Standard Terms and Conditions of Engagement.

Your engagement is further conditional upon you returning to us the following completed and signed documents, which are also enclosed:

- Schedule 4 – Position Acceptance;
- Schedule 5 – Deed of Confidentiality;
- Schedule 6 – Declaration of Status; and
- Schedule 7 – Safeguarding Code of Conduct.

(Note: Schedule 5, Schedule 6, and Schedule 7 must be signed by all Nominated Representatives)

If you are engaged on the basis of Tasking Notes your acceptance of this Letter of Offer will establish a standing offer arrangement with payment of fees being conditional on the issuing of a Tasking Note and delivery of services.

How to Accept

If you wish to accept our offer, please return to us **as soon as possible**, but in any event within 14 days of the date of this Letter **all completed and signed documents referred to above**.

You can return these documents via email to the following address:

Program Email Address

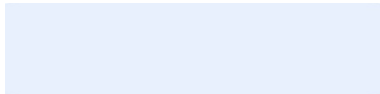
What Happens Next?

By signing the Position Acceptance and returning it to us you agree to be bound by all of the terms and conditions of engagement set out in this Letter of Offer and the listed Schedules. Please note, however, that your appointment will not take effect until we confirm this in writing with you. Until this occurs, we may withdraw or vary our offer at our discretion.

Should you have any further questions about the position, please do not hesitate to contact Program Contact Name via email at Email Address.

We look forward to working with you.

Yours sincerely,



Name of Abt Authorised Representative

Position Title of Abt Authorised Representative

Abt Associates

Schedule 1 – Key Terms of Engagement as a Consultant (DFAT STP)

Section 1: Program

Item 1	Program	Name of Program
Item 2	Partner country	Country
Item 3	Client	The Department of Foreign Affairs & Trade (DFAT)

Section 2: Agreement details

Item 4	Company details	Abt Associates Pty Ltd ACN 091 591 294 <u>Physical Address</u> Level 2, 5 Gardner Close, Milton QLD 4064 <u>Postal Address</u> PO Box 1874, Milton QLD 4064 Phone: +61 7 3891 4100
Item 5	Consultant details	Consultant Name (individual or company) ABN (00 000 000 000) <u>Residential Address</u> Residential Address <u>Postal Address</u> Postal Address Email: Email Address Phone: Telephone Number
Item 6	Nominated representative/s	Insert Name(s) OR Not Applicable See clause 2.2 of the Standard Terms and Conditions of Engagement
Item 7	Agreement reference	Agreement Ref No.

Section 3: Position details

Item 8	Position title	Title of Position OR As per Tasking Note
Item 9	Position type	Consultant (DFAT Short Term Personnel)
Item 10	ARF Professional Discipline Category and Job Level	Insert OR Not Applicable
Item 11	Location	Location of Position OR As per Tasking Note
Item 12	Start date	Date as 00 Month Year
Item 13	End date	Date as 00 Month Year
Item 14	Service commitment	Services are to be provided as required, up to a maximum of Insert Number days in the Term OR As per Tasking Note
Item 15	Services	As set out in Schedule 2 – Terms of Reference
Item 16	Manager	Role of Manager

Section 4: Compensation and benefits

Item 17	Professional fee	AUD\$ Insert Number per day, excluding GST OR As per Tasking Note See clause 4.2 of the Standard Terms and Conditions of Engagement
Item 18	Reimbursable expenses (general)	Not Applicable OR As per Tasking Note OR The Company will reimburse the Consultant (at cost) for reasonable general expenses incurred by the Consultant for: <ul style="list-style-type: none"> • Visa expenses; • Police checks; and • Medical checks, clearances and vaccinations (up to an aggregate maximum of AUD 500 per person) See clause 4.3 of the Standard Terms and Conditions of Engagement
Item 19	Accommodation	Not Applicable OR As per Tasking Note OR The cost of short term accommodation will be paid for or reimbursed by the Company at cost up to a maximum of AUD\$ Insert Number per day, inclusive of GST. This reimbursement rate applies only to accommodation in Location The Consultant must make a claim for reimbursement, together with supporting receipts, no later than two months from the date the relevant expense is incurred See clause 4.3 of the Standard Terms and Conditions of Engagement
Item 20	Daily allowance	Not Applicable OR As per Tasking Note OR AUD\$ Insert Number per day (excluding GST) payable upon return to the Consultant's nominated homebase to compensate the Consultant for reasonable living expenses incurred during the Term whilst performing Services outside of Australia (or otherwise away from their nominated home base) The Consultant must invoice the Company for the amount of the daily allowance no later than 30 days from the end of the Term
Item 21	Mobilisation airfares	Not Applicable OR As per Tasking Note OR

		The Company will provide a one-way Economy class airfare from Point of Departure to Point of Arrival for the Consultant (and any Nominated Representative/s that the Company agrees in writing)
Item 22	De-mobilisation airfares	<p>Travel arrangements to be booked by the Company</p> <p>Not Applicable</p> <p>OR</p> <p>As per Tasking Note</p> <p>OR</p> <p>The Company will provide a one-way Economy class airfare from Point of Departure to Point of Arrival for the Consultant (and any Nominated Representative/s that the Company agrees in writing)</p>
Item 23	Company Insurance	<p>Travel arrangements to be booked by the Company</p> <p>The Consultant (if an individual), and any Nominated Representative/s that the Company agrees in writing, will be covered by the Company's Business Travel Policy (which includes coverage for emergency medical and evacuation) while the Consultant is traveling for business purposes outside of their nominated home country.</p> <p>See clause 4.8 of the Standard Terms and Conditions of Engagement</p>

Section 5: Other requirements

Item 24	Policies and procedures	<p>The Consultant must comply with those policies and other related documents of the Company and the Client as notified by the Company from time to time.</p> <p>Latest versions of these documents are stored on the Company's Quality Management System (QMS). Copies of these documents are available on request and will be provided during the onboarding process. It is the Consultant's obligation to ensure they read and understand these policies.</p>
Item 25	Consultant insurance	<p>The Consultant is encouraged to seek independent advice regarding appropriate insurances.</p> <p>See clause 5 of the Standard Terms and Conditions of Engagement</p>
Item 26	Medical assessment	<p>The Consultant and each Nominated Representative being mobilised must consult with a registered medical practitioner prior to mobilisation and obtain confirmation that they are medically fit and able to undertake the Engagement and/or travel to the Partner Country</p> <p>It is the Consultant's responsibility to ensure that the Consultant and/or any relevant Nominated Representative is eligible for coverage under the the Company Insurance</p>
Item 27	Vaccinations	<p>In accordance with the Consultant's medical advice. Note the limits in Item 18 on the quantum of expenses that the Company will reimburse</p>



Schedule 2 – Terms of Reference

Position Title:	See Item 8 of Schedule 1
Program Overview	INSERT
Activity Overview	INSERT
Duty Statement:	INSERT
Services / Specific Duties	INSERT
Deliverables / Reporting Requirements	INSERT

Schedule 3 –Standard Terms and Conditions of Engagement

1 Preliminary matters

1.1 Definitions and interpretation

In the Engagement Conditions, capitalised terms have a defined meaning, as set out in clause 12.1.

The rules of interpretation for the Engagement Conditions are set out in clause 12.2.

1.2 Conditions precedent to Engagement

The Engagement is subject to, and conditional upon:

- (a) the Consultant obtaining, prior to the Start Date, all Authorisations necessary or desirable to perform the Services and providing the Company with such evidence as reasonably required to confirm that they have been obtained;
- (b) the Consultant delivering to the Company, by the date and in the manner specified in the Letter of Offer or as otherwise approved by the Company, duly executed copies of those documents stated in the Letter of Offer as being required to be returned to the Company;
- (c) if required by the Company, the Consultant and each Nominated Representative (if applicable) being certified as fit and healthy to perform its obligations or duties in connection with the Engagement by a legally qualified medical practitioner acceptable to the Company;
- (d) if required by the Company, the Consultant providing evidence acceptable to the Company that the Consultant and each Nominated Representative (if applicable) has received all medical advice, vaccinations and other preventative medical assistance required to be obtained by the Company for the purposes of facilitating the performance of the Services in a safe manner; and
- (e) The Company confirming the Engagement in writing and any condition to which that confirmation is expressed to be subject being satisfied to the Company satisfaction.

2 Provision of services

2.1 Consultant to provide Services

The Consultant will provide the Services to the Company for the Term in accordance with the Engagement Conditions.

Notwithstanding any other provision of the Engagement Conditions but subject to clause 2.2, the obligations of the Consultant under the Engagement Conditions are personal to the Consultant, and the Consultant must not:

- (a) subcontract performance of any of the Services, or any part of them, to a third party; or
- (b) use any employee other than a Nominated Representative for the purposes of providing the Services,

except with the prior written consent of the Company.

Throughout the Term the Company may review and, by notice to the Consultant, vary the Services to the extent the Company considers necessary to ensure the proper delivery of the Program, provided that the Company cannot vary the Services except with the prior consent of the Consultant if the variation would result in a material change in the nature or extent of the Services to be provided.

2.2 Nominated Representatives

The Consultant may, with the prior written consent of the Company, engage a person approved by the Company (a **Nominated Representative**), as an employee or consultant, to provide any part of the Services for or on behalf of the Consultant, on terms consistent with the Engagement Conditions.

The Consultant:

- (a) must ensure its Nominated Representatives are aware of, and act at all times in accordance with, its relevant obligations under the Engagement Conditions;
- (b) is solely responsible for the performance (or non-performance) of the Services and for any act or omission of its Representatives (including any Nominated Representative), which for the purposes of the Engagement Conditions (including clause 9), will be deemed to be an act or omission of the Consultant;
- (c) must advise the Company immediately if it becomes aware that a Nominated Representative is (or is likely to be) unable to provide any of the Services for any reason;
- (d) must not replace any Nominated Representative except with the prior written consent of the Company; and

- (e) must, if the Company directs, at its cost, immediately cause any Nominated Representative to cease providing any part of the Services for or on behalf of the Consultant.

Except as expressly provided in the Engagement Conditions or otherwise agreed in writing, the Company is not responsible for the payment of any costs or expenses of any Nominated Representative, including any travel, accommodation or insurance costs of any Nominated Representative.

2.3 Location

The Consultant must provide the Services at the Location.

The Company may, by notice to the Consultant, change the Location to another place.

In the event the Company notifies the Consultant of a change in the Location, the Consultant will not be entitled to any increase in the Professional Fee, although the Consultant may be entitled to additional Benefits or Allowances in accordance with the Engagement Conditions.

2.4 Service standards

The Consultant must perform the Services:

- (a) in accordance with any requirements specified in the Key Terms of Engagement;
- (b) otherwise at a standard that may reasonably be expected of a competent, experienced and professional consultant in a like position to that of the Consultant;
- (c) in good faith and in a manner that protects and promotes the interests and reputation of the Company; and
- (d) in a manner that will, as far as practicable, facilitate co-operation and effective working relationships between personnel of the Client, the Company and relevant stakeholders in the Program.

2.5 Compliance with directions, laws and policies

The Consultant acknowledges that the Company has entered into a contract with the Client in relation to the delivery of the Program.

During the Term, the Consultant must comply with (and must procure that its Representatives comply with):

- (a) all lawful directions and requests given by the Company in connection with the performance of the Services, or that the Company considers are necessary in order to ensure that it complies with its contractual obligations with the Client, in each case in a prompt and efficient manner;

- (b) any direction by the Company that the Consultant or any Nominated Representative obtains such medical advice, vaccinations and other preventative medical assistance that the Company considers is reasonably necessary to facilitate the Consultant to perform the Services in a safe manner;

- (c) the Company Values;

- (d) all policies and procedures of the Company and the Client as notified to the Consultant from time to time;

- (e) all applicable laws, regulations, policies and customs of both Australia and the Partner Country;

- (f) when using premises or facilities to perform Services, all reasonable directions and procedures relating to occupational health, safety and security in effect at those premises or as notified by the manager, operator or occupier of those premises; and

- (g) the Security Plan.

If requested by the Company, the Consultant must certify in writing, and provide any relevant supporting evidence, that it has complied with its obligations under this clause.

Except as expressly provided in the Engagement Conditions, the policies and procedures of the Company and the Client do not form part of the Engagement Conditions. To the extent that the Consultant is required to do, or to refrain from doing, something in order to comply with a policy or procedure of the Company or the Client, it is a direction from the Company with which the Consultant must comply.

The Consultant must (and must procure each Nominated Representative to) fully and truthfully answer any questions asked by the Company or its nominated Representatives, the Client or the Commonwealth Ombudsman regarding the Engagement and the Consultant's compliance with the Engagement Conditions. This obligation continues following expiry of the Term.

2.6 Performance assessment

The Consultant's performance of the Engagement will be reviewed by the Company on an ongoing basis having regard to the duties of the Consultant, and the performance expectations, as set out in the Key Terms of Engagement.

The Consultant (and its Nominated Representatives) acknowledge and agree that the Company or the Client may issue in relation to this Contract consultant performance assessments for the Consultant or its Nominated Representatives. The performance assessments will be in accordance with the Client's

requirements for consultant performance assessments, and the Consultant agrees to sign and return the consultant performance assessment within 15 days of receipt and will ensure that any consultant performance assessments for Nominated Representatives are signed and returned within 15 days of receipt.

During the Term the Consultant must (and must procure that its Representatives):

- (a) fully and truthfully answer all questions asked by the Company or the Client that relate to the Consultant's performance of the Engagement and its conduct prior to or during the Term;
- (b) attend and participate co-operatively in all performance reviews, assessments or processes, and complete any performance related questionnaires, requested by the Company or the Client; and
- (c) if requested, respond in writing by the date specified by the Company or the Client, to any report prepared in connection with any review or assessment.

3 General obligations of Consultant

3.1 Adviser Remuneration Framework (ARF)

If Item 10 is marked as "Not Applicable" the Adviser Remuneration Framework (ARF) does not apply to this Contract.

If Item 10 is completed with a professional discipline category and job level then the ARF applies to this contract and the Consultant must, in respect of its employees / Nominated Representatives, comply with all of the requirements of the ARF as published on the website of the Australian Government, Department of Foreign Affairs and Trade. The ARF is updated from time to time. The version current at the time that this Contract is executed shall apply.

3.2 Remedy of breaches

Without limiting its other obligations under the Engagement Conditions, the Consultant must remedy at its own cost any failure to comply with any of the Consultant's obligations under the Engagement Conditions or in connection with the Engagement, promptly upon becoming aware of the failure.

3.3 In-country activities

The Consultant must not, and must use its best endeavours to ensure that any Nominated Representative, and accompanying Partner or Dependent of any of them, does not, become involved in, or interfere with, the political or religious affairs of the Partner Country where it is reasonably foreseeable that such activities could be detrimental to the relationship between any of the Company, the Client and the Partner

Country or any Governmental Agency of the Commonwealth or the Partner Country.

3.4 No representation of affiliation with Client

The Consultant must not represent itself as being an employee, agent, or partner of, or adviser to, the Client.

3.5 Security clearance

The Company may require the Consultant or any Nominated Representative to submit to due diligence/criminal history/police checks ("Due Diligence Checks") at any time prior to or during the Term. The Consultant must do all that is reasonably necessary to facilitate the Due Diligence Checks.

The Company may immediately terminate the Engagement by notice to the Consultant if the Consultant fails to comply with this clause or if the results of any Due Diligence Checks are unsatisfactory to the Company or the Client in their absolute discretion.

3.6 Commonwealth service provider obligations

The Consultant acknowledges that it may be a 'Commonwealth Service Provider' within the meaning of section 3BA of the *Ombudsman Act 1976 (Cth)*.

The Consultant must use its best endeavours, in undertaking the Services, not to engage in conduct that:

- (a) would, if the Consultant were an officer of the Client, amount to a breach of duty or to misconduct; or
- (b) should be brought to the attention of the principal officer of the Client.

The Consultant must (and must procure that its Representatives) fully cooperate with the Commonwealth Ombudsman (and any delegate) should an investigation be undertaken in relation to the conduct of the Company or the Consultant, including providing all documentation required by the investigator, making any employees of the Consultant (if applicable) available to assist the investigator and allowing the investigator, at any reasonable time of day, to enter a place occupied by the Consultant and carry on the investigation in that place.

If the Commonwealth Ombudsman brings evidence to the notice of the Client concerning the conduct of the Consultant, or an employee of the Consultant (if applicable), the Consultant must at its own cost, take whatever remedial action is required by the Client or the Commonwealth Ombudsman to rectify the situation.

3.7 Conflicts of interest

The Consultant must not do, or omit to do, anything, or allow any state of affairs to subsist, that gives rise (or that could reasonably be expected to give rise) to a conflict between:

(a) the Consultant's duties and responsibilities to the Company in connection with the Engagement or the business interests of the Company; and

(b) the Consultant's personal interests or the Consultant's obligations to any other person,

(a **Conflict of Interest**), unless the Consultant has obtained the prior written consent of the Company.

The Consultant must immediately inform the Company in writing if any actual or potential Conflict of Interest arises and must comply with all reasonable directions of the Company regarding handling of the matter.

3.8 Anti-corruption

The Consultant undertakes that neither it nor its Nominated Representatives will make or cause to be made, receive or seek to receive, whether directly or indirectly, any offer, gift or payment, consideration or benefit of any kind, if doing so would or could be construed as an illegal or corrupt act under the laws of the Commonwealth, the Partner Country or any other place.

The Consultant undertakes that it will not bribe public officials of any jurisdiction and will at all times comply with all applicable anti-corruption laws of the Commonwealth, the Partner Country or any other place.

The Consultant must immediately inform the Company in writing of any actual or suspected breach of this clause.

The Consultant must have in place, and implement, appropriate policies and procedures to ensure that its Representatives comply with this clause.

The Company will be entitled to immediately terminate the Engagement if the Consultant breaches this clause.

3.9 Fraud

For the purposes of this clause, 'fraudulent activity' or 'fraud' means dishonestly obtaining a benefit, or causing a loss, by deception or other means, and includes alleged, attempted, suspected or detected fraud.

This clause applies to any fraud or fraudulent activity which relates to or is connected with the Program or the Engagement.

The Consultant must not engage in any fraudulent activity and must immediately report in writing to the Company any actual or suspected fraudulent activity by any person of which the Consultant becomes aware.

Without limiting any other clause of the Engagement Conditions, the Consultant must do all things reasonably required by the Company to assist the Company or the Client to:

(a) investigate any actual or suspected fraudulent activity;

(b) implement remedial or preventative measures;

(c) recover any funds or assets of the Company or the Client that have been misappropriated as a consequence of fraudulent activity; and

(d) have any person who is suspected of having engaged in fraudulent activity prosecuted or to take legal action against any such person.

If either the Company or the Client reasonably forms the view, following any investigation undertaken by either of them into any actual or suspected fraud, that the Consultant has acted fraudulently, the Consultant must:

(e) where the Company or the Client determines that funds have been misappropriated or otherwise lost, repay the Company or the Client (as the Company directs) the total amount of any misappropriated or lost funds as determined by the Company or the Client;

(f) where the Company or the Client determines that assets have been misappropriated or lost:

(i) return the assets to the Company or the Client (as the Company directs); or

(ii) where the original assets cannot be recovered or are damaged beyond reasonable use, pay to the Company or the Client (as the Company directs) the full value of any misappropriated or lost assets or replace the assets with assets of equal quality; and

(g) pay to the Company or the Client (as the Company directs), on demand, any Loss suffered or incurred by the Company or the Client as a consequence of the Consultant's breach of its obligations under this clause.

The Company will be entitled to immediately terminate the Engagement if the Consultant breaches this clause.

3.10 Safeguarding

The Consultant must adhere to the Company's commitment to Safeguarding by complying with the following suite of policies and procedures as updated from time to time (available on the Company's [Quality Management System \(QMS\)](#)):

(a) [Prevention of Sexual Exploitation, Abuse and Harassment Policy](#) - to support the protection of individuals, who may be the targets of sexual exploitation, abuse and/or harassment in any form;

(b) [Child Protection Policy](#) - which recognises the special vulnerability and safety needs of children;

- (c) [Safeguarding Code of Conduct](#) - to uphold the highest standards of ethical and professional conduct at all times; noting in particular that the Consultant must not engage in transactional sex (including where sex work is legal or decriminalised) and must not engage in fraternisation, while engaged in the delivery of the Program in a high-risk context; and
- (d) Other relevant policies and procedures introduced and communicated to the Consultant from time to time (e.g. Respect at Work, Modern Slavery, Environmental Safeguarding);

together, “Safeguarding Policies”.

The Consultant must report to the Company any breach of the Safeguarding Policies. Any violation of the Safeguarding Policies will be grounds for disciplinary action, may be considered as gross misconduct and may result in termination of employment.

3.11 Use of Company facilities

The Company may provide the Consultant or its Representatives with access to certain facilities, including email and Internet services, computer systems, telephone services (mobile and landline), facsimile machines and photocopy facilities (the **Facilities**). The use of the Facilities will be monitored by the Company and the Consultant consents to this monitoring. The Consultant acknowledges that any personal messages received or sent on the Facilities will not be regarded as confidential. The Consultant must comply with any policies distributed by the Company regarding the use of the Facilities.

3.12 Obligations in relation to employees

Where the Consultant has employees, the Consultant must comply with all relevant requirements of the Fair Work Principles, as set out in the Fair Work Principles User Guide (as published by the Commonwealth Department of Education, Employment and Workplace Relations, including by:

- (a) complying with all applicable workplace relations, occupational health and safety and workers’ compensation laws;
- (b) ensure that its employees fully comply with the Safeguarding Code of Conduct (as included in Schedule 7);
- (c) informing the Company of any adverse court or tribunal decision regarding a breach by the Consultant of any applicable workplace relations, occupational health and safety and workers’ compensation laws during the Term and any remedial action the Consultant has

taken, or proposes to take, as a result of that decision;

- (d) providing the Company with any information the Company reasonably requires to confirm that the Consultant is complying with the Fair Work Principles; and
- (e) participating in all compliance activities associated with its legal obligations, including those arising under the Fair Work Principles. Compliance activities include, but are not limited to, responding to requests for information and/or audits undertaken by the Commonwealth, its nominees and/or relevant Government Agencies.

3.13 Work Health & Safety

- (a) The Consultant must perform its, and must ensure that its Nominated Representatives, perform their, obligations under this Contract in strict compliance with the *Work Health and Safety Act 2011 (Cth)* (‘WHS Act’) and are able to participate in:
 - (i) any necessary inspections of work in progress;
 - (ii) any necessary consultation with the Company regarding implementation of the WHS Act provisions; and
 - (iii) tests and evaluations of the Goods and Services.
- (b) The Consultant agrees, when using the Company or the Client’s premises or facilities, to comply with all reasonable directions and procedures relating to work health and safety and security in effect at those premises or in regard to those facilities, as notified by the Company or the Client or as might be inferred from the use to which the premises or facilities are being put.
- (c) Without limiting any other provision of this Contract, the Consultant agrees to, on request, give all reasonable assistance to the Company, by way of provision of information and documents, to assist the Company and its officers as defined in the WHS Act to comply with the duties imposed on them under the WHS Act.
- (d) The Consultant acknowledges that the Company may direct it to take specified measures in connection with the Consultant’s work under this Contract that the Company

considers reasonably necessary to deal with an event or circumstance that has or is likely to have, an adverse effect on the health or safety of persons. The Consultant must comply with the direction at its own cost.

3.14 Counter terrorism

The Consultant must use its best endeavours to ensure that funds provided in relation to the Engagement are not used directly or indirectly to support or resource organisations or individuals denoted by the Commonwealth of Australia or the Partner Country as being associated with terrorism. The Consultant must inform the Company immediately should the Consultant reasonably suspect or discover such support.

3.15 Sanctions

The Consultant must ensure that neither itself nor any of its associates, agents, personnel, sub-contractors or sub-consultants involved in the delivery of Services are:

- (a) listed on the:
 - (iv) “World Bank Listing of Ineligible Firms & Individuals” accessible at <http://web.worldbank.org/> (“World Bank List”)
 - (v) ADB Anti-Corruption and Integrity List (<http://lnadbg4.adb.org/oga0009p.nsf/sancALLPublic?OpenView&count=999>)
 - (vi) Australian Government Consolidated List (<https://www.dfat.gov.au/international-relations/security/sanctions/Pages/consolidated-list>)
 - (vii) Australian Government National Security Terror List (<https://www.nationalsecurity.gov.au/what-australia-is-doing/terrorist-organisations/listed-terrorist-organisations>)
 - (viii) or other similar lists maintained by a donor of development funding other than the World Bank or Australian Government (“Relevant List”) or are subject to any proceedings or an informal process which could lead to listing on a World Bank List or other Relevant List;
- (b) temporarily suspended from tendering for World Bank contracts by the World Bank, pending the outcome of a sanctions process;

- (c) temporarily suspended from tendering by a donor of development funding other than the World Bank; or
- (d) the subject of an investigation (whether formal or informal) by the World Bank or another donor of development funding.

The Consultant must notify the Company immediately if any of the events listed in letter (a) – (d) above have occurred or if the Consultant has reasonable grounds to believe that they may have occurred. the Company has the right to terminate this Contract immediately if the Consultant is in breach of this clause 3.15.

3.16 In-country activities

In performing any part of this Contract outside Australia, the Consultant and its Nominated Representatives and Sub-Contractors (where applicable) must:

- (a) comply with the conditions of any the Company sponsored work permit or visa (including to not provide services to any other client of the Consultant);
- (b) not engage in any political activity in the relevant country during the provision of the Services;
- (c) observe all laws and respect all religions and customs of that country; and
- (d) conduct themselves in a manner consistent with the *Public Service Act 1999 (Cth)* (including the Australian Public Service Values and Employment Principles and Code of Conduct).

3.17 Warranties by Consultant

The Consultant represents and warrants to the Company that:

- (a) it has the power to enter into and perform its obligations under this document and to carry out the transactions contemplated by this document;
- (b) it has taken all necessary action to authorise its entry into and performance of this document and to carry out the transactions contemplated by this document;
- (c) its obligations under this document are valid and binding and enforceable against it in accordance with their terms;
- (d) the entry into and performance by it of, and the transactions contemplated by, this document do not and will not conflict with any Law

applicable to it, its constitutional documents (if applicable), any agreement or instrument binding on it or any of its assets or the rights (including intellectual property rights) of any third party;

- (e) that no Conflict of Interest exists or, to the best of the Consultant's knowledge and belief after making due enquiry, is likely to arise in the Consultant's performance of the Engagement; and
- (f) its Nominated Representatives are competent and have the necessary qualifications, skills and experience to undertake the duties that they are allocated.

3.18 Media and Publicity

The Consultant must not make any press, media or other announcements or releases relating to this Contract, the Services and the Program without the prior written approval of the Company as to the form, content and manner of the announcement or release, except to the extent that the announcement or release is required to be made by law.

4 Fees, expenses, benefits and allowances

4.1 Consultant remuneration

In consideration of the Consultant providing the Services to the Company, the Company will pay the Consultant the Fees.

If the Consultant fails to supply the Services in accordance with the Engagement Conditions, the Fees will be reduced to reflect the reduced level of Services provided to the Company or the Loss suffered by the Company as a consequence of that failure, as is reasonably assessed by the Company.

The Company may reduce or withhold payment of all or part of the Fees in certain circumstances, as set out in the Engagement Conditions.

4.2 Professional Fee

The Professional Fee will be paid 30 days after the date the Company receives and accepts a properly rendered tax invoice from the Consultant.

4.3 Reimbursable expenses

The Company will reimburse the Consultant, at cost up to the specified limit, the expenses set out in Item 18 and Item 19 in accordance with the Engagement Conditions, subject to:

- (a) the Consultant providing the Company with a valid receipt evidencing the expense being claimed and such other supporting

documentation as the Company may reasonably require; and

- (b) the applicable requirements of the Client being satisfied (including the ARF, if applicable in accordance with clause 3.1).

The Consultant must make a claim for reimbursement, together with supporting receipts, within the time period referred to in the Key Terms of Engagement or, if no time is specified, within a reasonable time after the expense is incurred.

4.4 Benefits and Allowances

The Company will pay the Consultant the Benefits and Allowances in accordance with the ARF (if applicable in accordance with clause 3.1), the Engagement Conditions, and, to the extent not inconsistent, the Company policies and related documents as amended from time to time.

4.5 Circumstances in which expenses are not reimbursable

The Company will not be required to reimburse the Consultant for any expense:

- (a) that is not specified in the Key Terms of Engagement or that the Company has not otherwise agreed in writing to reimburse;
- (b) for which reimbursement is claimed after any applicable deadline;
- (c) which it is not reimbursable under, or which exceeds any limit specified by the Client (including the ARF, if applicable in accordance with clause 3.1) or the Key Terms of Engagement; or
- (d) in respect of which the Consultant has not provided supporting documentation satisfactory to the Company acting reasonably or where the Consultant has not complied with any applicable requirements relating to the incurring of the expense.

4.6 Deductions and withholdings

Except as expressly set out in the Key Terms of Engagement, the Fees and any other amount payable by the Company to the Consultant under the Engagement Conditions are inclusive of all taxes (including any applicable goods and services tax or value added tax), duties, charges and superannuation or any other like benefit or impost imposed, levied or payable in connection with the performance of the Services.

If the Company is required by Law to deduct from any amounts payable to the Consultant in connection with the Engagement or otherwise due to the Consultant any taxes, duties, charges and superannuation or any other like benefit or impost imposed, levied or payable in

connection with the performance of the Services, it may do so.

If a payment to a party is calculated on the basis of a loss, cost or expense incurred by that party, then the amount payable must be reduced by the amount of any input tax credit to which that party is entitled for that loss, cost or expense.

If required by the Commonwealth superannuation guarantee scheme, the Company will make superannuation contributions on behalf of the Consultant into a complying superannuation fund nominated by the Consultant or otherwise agreed by the parties. The amount of these payments will be the minimum amount required for the Company to avoid the payment of a superannuation guarantee charge. The Consultant agrees that any amount by which a superannuation contribution exceeds the minimum amount required by the Commonwealth superannuation guarantee scheme, will be treated as a voluntary contribution by the Consultant.

4.7 Method and conditions of payments

The Company will pay all amounts owing to the Consultant in the currency nominated in Section 4, and if no currency is nominated in Section 4, in Australian dollars by deposit into a nominated bank account in the name of the Consultant.

Payments will be made at the times set out in the Engagement Conditions or as otherwise determined by the Company acting reasonably.

The Consultant must deliver to the Company, with any claim or payment or reimbursement, a correctly rendered tax invoice. The tax invoice must:

- (a) detail all Services provided by the Consultant, all reimbursements for expenses sought by the Consultant and all relevant supporting documentation; and
- (b) be calculated in accordance with the Engagement Conditions.

The Company will not be liable to make any payment to the Consultant unless the Consultant complies with this clause.

Should the Consultant render an incorrect invoice, any subsequent underpayment or overpayment will be recoverable by or from the Consultant in accordance with the Engagement Conditions.

A tax invoice must not be rendered, and the Company will not be required to accept it or make any payment in respect of it, unless the Company is satisfied that the Consultant has fully complied with the Engagement Conditions and all relevant Services due to be performed in the month to which the invoice relates (including

reports or other inputs that are required) have been duly provided or the Company otherwise agrees.

Notwithstanding any other provision of the Engagement Conditions, the Company is not required to pay any amount that is disputed in good faith by the Company until the dispute is resolved.

4.8 Insurance

The Company will arrange for the Consultant (if an individual), and such Nominated Representatives as the Company agrees in writing, to be covered by the Company Insurance stated in Item 23.

It is the responsibility of the Consultant to familiarise itself with the terms and conditions of the Company Insurance and to determine whether or not additional insurance should be obtained in addition to that available under the Company Insurance. The Company is not responsible for providing any insurance cover to any representatives (except for the approved Nominated Representatives) of the Consultant.

The Consultant must:

- (a) comply with the terms of the Company Insurance and must not do or allow anything to be done, or fail to do anything, that may entitle any insurer to repudiate, rescind or cancel the Company Insurance or to treat it as avoided in whole or in part or otherwise decline any valid claim; and
- (b) if requested, keep the Company advised of the progress of any claim made by or on behalf of the Consultant.

4.9 Overpayments

Notwithstanding any other provision within the Engagement Conditions, the Company may recover any payments that it reasonably believes have been made to the Consultant in excess of the Consultant's entitlement (**Overpayment**).

The Company will notify the Consultant if the Consultant receives an Overpayment. The Company may nominate any reasonable means of repayment by the Consultant of an Overpayment, which may include retaining out of any Fee or Benefit or Allowance, all or part of the Overpayment.

The Consultant must comply with all reasonable directions by the Company regarding the repayment of any Overpayment.

5 Insurance required by Consultant

The Consultant must take out and maintain for the Term insurances:

- (a) in respect of all risks that are required to be insured against under any applicable law or

regulation, whether in Australia, the Partner Country or elsewhere;

- (b) that are commercially prudent having regard to the activities to be undertaken by the Consultant as part of the Services; and
- (c) that are specifically required in Item 25.

(Required Insurances).

The Consultant must ensure that its Required Insurances provide cover up to a limit that the Company reasonably requests or, if no request is made, up to a limit a prudent owner would buy.

The Consultant must, within five Business Days of a request by the Company, provide the Company with full details of its Required Insurances, including copies of policy wordings, certificates of currency, exclusions and excesses payable.

The Consultant is responsible for the costs of taking out and maintaining Required Insurances and any deductible or excess payable if any claim is made.

The Consultant must notify the Company in writing immediately upon becoming aware of:

- (d) any actual, threatened or likely claims under any Required Insurances; and
- (e) if an insurer proposes to repudiate, rescind or cancel any Required Insurances or to treat any such insurances as avoided in whole or in part or otherwise decline any valid claim.

The Consultant must ensure that:

- (f) it promptly pays all premiums and does all things necessary to keep each of its Required Insurances in full force and effect;
- (g) it does not do or allow anything to be done, or fail to do anything, that may entitle any insurer to repudiate, rescind or cancel any Required Insurance or to treat any Required Insurances as avoided in whole or in part or otherwise decline any valid claim; and
- (h) if requested, it keeps the Company advised of the progress of any claim.

If the Consultant fails to maintain any Required Insurances the Company may, at its election, purchase the requisite insurance on the Consultant's behalf. The Consultant must, on demand, pay the reasonable costs and expenses of the Company or its agents incurred in purchasing the relevant insurance and authorises the Company to deduct any amounts owing under this clause from any amounts from time to time owing to the Consultant under the Engagement Conditions.

6 Record keeping and reporting

6.1 Accounts and records

The Consultant must at all times maintain full, true, separate and up-to-date accounts and records regarding the Engagement, including in relation to:

- (a) the Services;
- (b) Fees and expenses; and
- (c) Benefits and Allowances,

(Records).

Without limiting the above, the Records must:

- (d) record all receipts and expenses relating to the provision of the Services, including those involving foreign exchange transactions;
- (e) be kept in a manner that permits them to be conveniently and properly audited; and
- (f) enable the extraction of all information relevant to the Engagement,

and must otherwise be kept and maintained in the manner that the Company may from time to time direct. If requested by the Company, the Consultant must provide the Records to the Company upon completion of the Engagement or such other earlier time as the Company may reasonably require.

6.2 Reporting

The Consultant must report to the Company immediately any actual, perceived or anticipated problems or risks of which the Consultant is aware that may have a significant effect on:

- (a) the performance of the Services;
- (b) the delivery or operation of the Program (including Program costs); or
- (c) the achievement of the aims and objectives of the Program.

If a report is given verbally, the Consultant must prepare a written report within three days.

The Consultant must provide the Company with such reports relating to the Engagement as the Company reasonably requests from time to time. Such reports must be:

- (d) provided by the date requested, or if no date is specified, promptly;
- (e) must contain such information, and be in the format and prepared to the standard, that the Company directs; and

- (f) must be complete and accurate and not contain any information that is misleading or deceptive, or likely to mislead or deceive.

Unless the Company otherwise directs, reports prepared by the Consultant must:

- (g) be of a high professional standard, including in relation to report structure, content, drafting and formatting;
- (h) be prepared in accordance with AusGuide reporting guidelines; and
- (i) be provided as an electronic MS Word file.

If requested by the Company, the Consultant must address any comments on a report prepared by the Consultant.

The Consultant is responsible for the costs of preparing or updating any report required by this clause.

6.3 Audits

Where the Company has reasonable concerns regarding the Consultant's financial management systems, or its compliance with its accounting or reporting obligations, the Company may by written notice require the Consultant to:

- (a) confirm, by statutory declaration, that the Consultant has complied with its obligations under the Engagement Conditions including that it has, and/or it has sighted, all documentation necessary to support any claims for payment made in connection with the Engagement;
- (b) provide the Company with any additional documentation necessary to demonstrate its compliance with its obligations under the Engagement Conditions, including additional evidence to support a claim for payment made in connection with the Engagement; and
- (c) engage, at the Consultant's cost, an independent organisation acceptable to the Company to undertake an audit of the Consultant's financial management systems including invoicing procedures in accordance with such terms of reference determined by the Company or otherwise agreed with the Company.

The Consultant must comply with any notice received under this clause within 10 Business Days. This obligation survives the expiration or termination of the Engagement.

If the Company requires an audit to be undertaken under this clause:

- (d) the audit must be undertaken according to the standards of the professional body relevant to the particular audit and the standards (if any) detailed in the terms of reference; and
- (e) the Company may, in its discretion, withhold all payments owing to the Consultant pending positive certification by the auditor of the Consultant's financial management systems, invoicing procedures and practices.

7 Ownership and use of, and access to, information

7.1 Use of information

The Consultant must:

- (a) keep the Company Confidential Information confidential;
- (b) not use, disclose or reproduce any of the Company Confidential Information for any purpose unrelated to the Program;
- (c) at all times comply with the Client Confidentiality Undertaking;
- (d) immediately notify the Company of any potential, actual or suspected breach of the Client Confidentiality Undertaking or any unauthorised use, copying or disclosure of the Company Confidential Information; and
- (e) at the expiry of the Term or whenever the Company otherwise requests, deliver to the Company (or, if the Company requests in writing, destroy and certify in writing that destruction), any material that is in the possession, power or control of the Consultant that contains any Company Confidential Information or which is Contract Material and, if the Company requests, delete any the Company Confidential Information or Contract Material that the Consultant has entered into a computer, database or other electronic means of data or information storage.

The Consultant may disclose the Company Confidential Information if:

- (f) the Company has consented in writing to the disclosure; or
- (g) the disclosure is required by law, any legally binding order or direction of any Government Agency or to comply with the Client Confidentiality Undertaking.

7.2 Privacy

The Consultant acknowledges it is or may be a “contracted service provider” within the meaning of the Privacy Act.

The Consultant agrees in respect of the provision of the Services pursuant to the Engagement to comply with the Australian Privacy Principles (APPs) as they apply to the Client and the Company, including:

- (a) to use or disclose Personal Information obtained during the course of the Engagement only for the purposes of the Engagement;
- (b) to take necessary steps to ensure adequate security measures are in place to protect personal information from misuse, interference and loss and from unauthorised access, modification or disclosure;
- (c) to comply with the requirements of Australian Privacy Principle 8 regarding the disclosure of personal information to an overseas recipient;
- (d) not to do any act or engage in any practice that would breach an APP, which if done by an agency, would be a breach of that APP;
- (e) to comply with any reasonable request or direction of the Client or the Privacy Commissioner in relation to access to, or handling of, personal information;
- (f) to immediately notify the Company if it becomes aware of a breach or possible breach of any obligations referred to in this clause, or the initiation of any action by the Privacy Commissioner relevant to this Contract; and
- (g) to investigate any complaint arising out of a breach or possible breach of any obligations referred to in this clause, and notify the Company of that investigation and outcome.

If applicable, the Consultant agrees to ensure that any sub-contract entered into for the purposes of fulfilling its obligations under the Engagement Conditions contains provisions to ensure that the subcontractor has the same awareness and obligations as the Consultant has under this clause, including the requirement in relation to sub-contracts.

The Consultant agrees to indemnify the Client and/or the Company in respect of any loss, liability or expense suffered or incurred by the Client and/or the Company which arises directly or indirectly from a breach by the Consultant of any obligations referred to in this clause 7.2.

This clause will survive expiration or termination of the Engagement.

7.3 Intellectual Property rights

The Consultant must not, in performing the Services, breach the Intellectual Property rights of any person.

The title to all Intellectual Property rights in relation to Contract Material will vest, upon their creation, in the Client.

If required by the Company or the Client, the Consultant must bring into existence, sign, execute or otherwise deal with any document that may be necessary to enable the vesting of such title or rights in the Client.

The preceding clause does not affect the ownership of Intellectual Property in any Prior Material incorporated into the Contract Material, but the Consultant grants to each of the Company and the Client a permanent, irrevocable, royalty free worldwide, non-exclusive licence to use, reproduce, adapt and otherwise exploit such Prior Material that is incorporated into Contract Material. Each licence confers on each of the Company and the Client the right to sub-licence any their respective employees, agents or contractors to use, reproduce, adapt and otherwise exploit the Prior Material incorporated into Contract Material for the purposes of performing functions, responsibilities, activities or services for, or on behalf of, the Company or the Client.

At the request of the Client the Consultant must provide any consent, authorisation or approval required by the moral rights provisions of the *Copyright Act 1968 (Cth)* in order to enable the use of any Contract Material.

7.4 Access to Consultant's premises and records

During the Term, the Consultant must, upon request by the Company or the Client, provide the Company or the Client (or their nominated Representatives) with access to any premises owned, occupied or used by the Consultant and to all Data, Records, accounts, financial information or other material or information relevant to, or connected with, the Services however and wherever stored that are in the possession or control of the Consultant, for the purposes of inspection and/or copying.

The Consultant must grant the Company or the Client (or their nominated Representatives) the access required by this clause:

- (a) during the hours of 9am and 5pm on a Business Day;
- (b) subject to reasonable prior notice; and
- (c) at no charge.

In the event of an actual or anticipated breach of the Engagement Conditions, the Consultant must grant access immediately upon being requested to do so.

Where documents or Records are stored on a medium other than in writing, the Consultant must make available

on request such facilities as may be reasonably necessary to enable a legible reproduction to be created, for no charge.

7.5 Consultant Information

The Company may collect Consultant Information, including Personal Information, contained in the Engagement Conditions and other Personal Information requested by, and provided by the Consultant or other persons to, the Company in connection with the Engagement.

The Company may collect and use Consultant Information for the purposes of the Engagement and the Program, to comply with the Company contractual obligations to the Client, and for internal business purposes, including satisfying applicable legal requirements.

The Company may disclose Consultant Information to the Client, its related bodies corporate and service providers, to any prospective financier of, investor in or purchaser of the Company or any of its business or assets and to Government Agencies.

If Personal Information the Consultant provides to the Company is incomplete or inaccurate, the Consultant may be in breach of its contractual obligations and the Company may be entitled to terminate the Engagement or seek damages from the Consultant or may otherwise be unable to provide the Consultant with the benefits the Consultant is seeking in connection with the Engagement.

To the extent required under the Privacy Act, the Company will give the Consultant access to Personal Information the Company holds about the Consultant in accordance with the Company privacy policy, as it exists from time to time.

The Consultant consents to:

- (a) the Company providing Consultant Information to the Client at any time; and
- (b) the Client providing Consultant Information to other Government Agencies at any time.

Without limiting the foregoing, the Consultant acknowledges that Consultant Information includes records of performance reviews and assessments and any related documentation and consents to the Client including such information in a consultant database and agrees that information of the Consultant's performance may be accessed by the Company or the Client for future reference, including access to applications by the Consultant for future positions with the Client, as a contractor to the Client or as a subcontractor to a contractor to the Client.

This clause survives the Term.

8 Suspension or termination of Engagement

8.1 Termination

In addition to any other rights or remedies a party may have at law, or in equity, or under the Engagement Conditions, a party may terminate the Engagement in accordance with:

- (a) clause 8.2 (Force Majeure);
- (b) clause 8.4 (termination on notice);
- (c) clause 8.5 (termination for convenience); and
- (d) clause 8.6 (termination for Consultant default).

8.2 Force Majeure

A party will not be in breach of its obligations where it is prevented from doing so as a consequence of a Force Majeure Event.

Where the Company determines, acting reasonably, a Force Majeure Event has occurred and that the Consultant has been prevented from providing the Services for a period of five Business Days or more as a consequence, the Company may at its election by written notice to the Consultant:

- (a) suspend the Engagement for a specified amount of time;
- (b) release the Consultant from performing specified Services; or
- (c) terminate the Engagement.

If a Force Majeure Event occurs, and regardless of whether or not the Company takes any action contemplated by this clause, the Company is not required to pay Fees or Benefits and Allowances, or to reimburse any expenses incurred by the Consultant, other than in respect of Services performed by the Consultant or which are payable if the Engagement is terminated. The Company will not be liable to pay compensation to the Consultant as a result of taking any of the actions contemplated by this clause.

8.3 Suspension

If the Company suspects that the Consultant or any of Representative of the Consultant has been involved in any improper conduct or conduct that in the reasonable opinion of the Company requires proper investigation, the Company may do one or more of the following for the purposes of conducting an investigation:

- (a) suspend the Consultant's performance of the Engagement for a period not exceeding four weeks;
- (b) direct the Consultant (or any of its Nominated Representatives) not to attend any premises

- connected with the Program or to contact other persons working in connection with the Program or involved in the conduct that is being investigated;
- (c) appoint any person to conduct the investigation; and
 - (d) direct the Consultant to provide any assistance and answer any questions reasonably required for the investigation.

If the Company gives a direction under clause 8.3(d), the Consultant must procure that any relevant Representative also complies.

During the period of suspension the Consultant will continue to receive the Fees.

8.4 Termination on notice

The Company may terminate the Engagement immediately, by notice to the Consultant, if:

- (a) the Client terminates the Program, the Company's contract in relation to the Program or takes or indicates an intention to take, any action that in the Company's opinion will adversely affect its commercial interests in connection with the Program;
- (b) the Client requests the Company to terminate the Engagement;
- (c) other than due to a Force Majeure Event, where any of the Services must be provided over a specified period of five or more days uninterrupted duration (excluding allowable weekends or public holidays), the Consultant does not provide the Services over a continuous period of five days (excluding allowable weekends or public holidays); or
- (d) the results of a police check conducted under clause 3.5 are unsatisfactory in the Company's opinion.

The consequences of termination under this clause by the Company are set out in clause 8.7.

8.5 Termination for convenience

Either Party may terminate the Engagement at any time by giving the other Party 30 days prior written notice.

If the Consultant terminates the Engagement under this clause:

- (a) the Company is not required to pay Fees or Benefits and Allowances, or to reimburse any expenses incurred by the Consultant, other than in respect of Services performed by the Consultant to the reasonable satisfaction of the Company up to the date the Engagement is terminated;

- (b) the Company is not required to pay or reimburse the Consultant any demobilisation costs; and
- (c) the Consultant must, on demand, refund to the Company any amount it has received (whether in the form of an allowance or a reimbursement of an expense) from the Company in connection with the Consultant's mobilisation.

8.6 Termination for Consultant default

The Company may terminate the Engagement immediately by notice in writing to the Consultant where:

- (a) the Consultant breaches a material Engagement Condition that is capable of remedy and fails to remedy the breach, within five Business Days of receiving written notice to remedy from the Company;
- (b) the Consultant breaches a material Engagement Condition that is not capable of remedy;
- (c) in the Company's absolute discretion, the Consultant has failed to provide any of the Services in accordance with the service standards in clause 2.4;
- (d) the Consultant becomes insolvent, enters into an arrangement with creditors, or is adjudicated bankrupt, or where the Consultant is a corporation, is placed into receivership, enters voluntary administration or is placed into liquidation;
- (e) without limiting the foregoing, the Consultant breaches any of clauses 3.5 (Security clearance), 3.8 (Anti-corruption), 3.9 (Fraud), 3.10 (Safeguarding), or 3.16(a) (World-Bank Listings);
- (f) where the Consultant is a body corporate, there is a change in the identity of the person who has control of the Consultant (namely the power to direct or cause the direction of the management and policies of the Contractor, whether through ownership of voting securities, by contract or otherwise) from that which was in effect as at the date of this document or in the case of a professional partnership that partnership merges or otherwise combines with another professional service firm, in either case without the prior approval of the Company;
- (g) the Consultant behaves in a manner which the Company or the Client consider, acting reasonably, brings, or is likely to bring, either the Company or the Client into disrepute or is materially inconsistent with the purposes and objectives of the Program or the Engagement; or

- (h) the Consultant commits any act that, in the Company's opinion, constitutes Serious Misconduct.

8.7 Consequences of termination

Except as otherwise expressly provided in the Engagement Conditions, where the Engagement is terminated by either party:

- (a) the Company is not required to pay Fees or Benefits and Allowances, or to reimburse any expenses incurred by the Consultant, other than in respect of Services performed by the Consultant to the reasonable satisfaction of the Company up to the date the Engagement is terminated; and
- (b) the Company will pay all costs associated with demobilising the Consultant as provided for in the Key Terms of Engagement but is not otherwise liable for any other claim brought by the Consultant, including compensation for loss of prospective profits or other income or any consequential costs associated with the termination.

Termination of the Engagement will not in any way affect a party's rights that:

- (c) accrued prior to termination; or
- (d) relate or may arise at any future time from any breach of a party's obligations under the Engagement Conditions arising prior to termination.

9 Risk and liability

9.1 Risk

The Consultant acknowledges they are aware of the risks in performing the Services in the Location. The Consultant acknowledges that in entering into the Engagement, they have not relied upon any representation, statement or assurance by the Company regarding the safety and security of the Consultant, the Consultant's Partner, or Dependents or the Consultant's property in the Location.

The Consultant will not hold the Company, the Commonwealth or any of their Representatives responsible for the safety and security of the Consultant, the Consultant's Representatives or the Dependents of any of them or any of their property and, to the fullest extent permitted by law, forever releases, discharges and indemnifies the Company, the Company and their respective Representatives from all Claims which the Consultant (or any other person) may have against any of them arising from any act or omission affecting, or in any way connected with, the safety and security of the

Consultant, the Consultant's Representatives or the Dependents of any of them or any of their property.

9.2 Consequential loss

Despite any other clause in the Engagement Conditions, to the fullest extent permitted by law, the Company is not liable to the Consultant for, nor will any indemnity under the Engagement Conditions in favour of the Consultant extend to, any Consequential Loss suffered or claimed against the Consultant, including for:

- (a) any breach of the Engagement Conditions;
- (b) any act or omission (including any negligent act or omission) of the Company arising out of or in any way in connection with the performance or non-performance of the Engagement; or
- (c) the termination of the Engagement (whether as a result of breach, repudiation or otherwise).

This clause survives termination of the Engagement.

9.3 Limitation of liability

Despite any other clause in the Engagement Conditions, to the fullest extent permitted by law, the liability of the Company arising out of or in connection with the Engagement, including for any breach of any Engagement Condition, any act or omission (including any negligent act or omission) of the Company arising out of or in any way in connection with the performance or non-performance of the Engagement Conditions or the termination of the Engagement, to the extent not expressly excluded, is limited to the Fees.

If the Consultant subcontracts its performance of any part of this Contract with the prior written approval of the Company, the Consultant will remain liable for the acts, defaults and omissions of the subcontractor as if they were the Consultant's acts, defaults or omissions.

9.4 General indemnity

The Consultant indemnifies the Company and each of its Representatives from:

- (a) all Loss that the Company or any of its Representatives suffers or incurs by reason of; and
- (b) all Claims made by any third party in relation to, any of the following:
- (c) any failure by the Consultant to fulfil its obligations in connection with the Engagement, including under the Engagement Conditions or any document required to be signed by the Consultant pursuant to the Engagement Conditions;

- (d) a direction by the Company that a Nominated Representative cease to provide any of the Services under clause 2.2; and
- (e) to the extent not covered by any of the forgoing, any wilful, negligent, fraudulent or unlawful act or omission of the Consultant or any of its Representatives.

10 Company Values

10.1 Core Values

The Consultant must demonstrate a high level of commitment to following values of the Company:

- (a) **Mission:** I am driven by the Company's mission to improve the lives of people worldwide. I contribute directly to and positively affect our financial health to expand our mission and sustainable impact around the world.
- (b) **Excellence:** I approach my work with discipline and rigor while seeking opportunities for continuous improvement and development. I set high expectations for myself and others, and take responsibility to coach and teach others. I will be entrepreneurial and actively pursue innovation, and encourage others to do the same. I seek to achieve the best outcomes, to maintain the Company's reputation for excellence, even if the path is uncomfortable.
- (c) **Diversity:** I value individuals of all races, ethnicities, religions, genders, sexes, sexual orientation and identity, ages, mental and physical abilities, and nationalities. I actively build a diverse Company community that collaborates with and reflects those we serve. I empower and create opportunity, so all voices are heard regardless of background and experiences.
- (d) **Respect:** I work to earn, build, and sustain trust. I treat people with respect regardless of their position or their agreement with me. I consider the impact that my words, actions, and decisions have on others.
- (e) **Integrity:** I do the right thing, even when no one is looking. I am accountable for my choices and actions, and I honour my commitments. I seek to understand and learn from mistakes.
- (f) **Balance:** I can flex when I work, where I work, or how I work to meet both personal and professional commitments. I contribute to an environment where my colleagues can experience balance. I must balance all of the Company's stakeholders' interests in my decision making.

10.2 Core Competencies

The Consultant must demonstrate the following core competencies of the Company:

- (a) Delivers results;
- (b) Builds internal and external customer satisfaction and loyalty;
- (c) Develops people;
- (d) Communicates;
- (e) Sets vision and direction;
- (f) Demonstrates sound financial and business-related practices;
- (g) Builds teams and cooperation;
- (h) Promotes technical excellence and quality;
- (i) Promotes diversity; and
- (j) Acts as a role model.

11 General matters

11.1 Notices

A party's address for service is the address shown in Schedule 1 - Key Terms of Engagement unless the party has notified the other parties of a new address.

Notices must be given in writing in English and sent by facsimile, email, post or delivered to the address of the recipient.

A notice is taken to be received:

- (a) if hand delivered, on delivery;
- (b) if sent by prepaid post and sent to an address in the same country, three Business Days after the date of posting; and
- (c) if sent by prepaid post and sent to an address in another country, seven days after the date of posting by airmail;
- (d) if sent by facsimile, when the sender's facsimile machine prints confirmation that the number of pages in the notice have been successfully transmitted; and
- (e) if sent by email, 24 hours after the e-mail was sent, unless the party sending the e-mail knows or ought reasonably to suspect that the e-mail was not delivered to the addressee's domain specified in the email address or that the addressee no longer has access to that email address.

11.2 Entire agreement

The Engagement Conditions constitute the entire agreement between the parties regarding the matters set

out in them and supersede any prior representations, understandings or arrangements made between the parties, whether orally or in writing.

11.3 Variation

The Company may, by notice in writing, amend the Engagement Conditions to the extent it reasonably considers necessary to comply with the Head Contract or a direction given by the Client in connection with, or pursuant to, the Head Contract.

Subject to the forgoing, the Engagement Conditions cannot be varied except as expressly provided or unless agreed in writing signed by all parties.

11.4 Waiver

A right created by the Engagement Conditions cannot be waived except in writing signed by the party entitled to that right. Delay by a party in exercising a right does not constitute a waiver of that right, nor will a waiver (either wholly or in part) by a party of a right operate as a subsequent waiver of the same right or of any other right of that party.

11.5 Rights of Client

The Consultant acknowledges and agrees, for the purposes of section 55 of the Property Law Act 1974 (Qld), that to the extent the Engagement Conditions confer rights on the Client, the Client may by notice to the Company or to the Consultant, accept the benefit conferred on the Client under the Engagement Conditions, require the Consultant to comply with any relevant obligation.

11.6 Assignment

The Consultant cannot assign or transfer any of its rights under the Engagement Conditions without the prior written consent of the Company.

11.7 Novation and substitution

If requested by the Company or the Client, the Consultant must promptly execute a deed of novation and substitution, in the form provided to the Consultant pursuant to which, among other things, the Company rights and obligations in connection with the Engagement are assumed by a third party. If the Client requires the Consultant to execute a deed of novation and substitution in favour of the Client, the Client may request the Consultant to execute a further deed of novation and substitution in favour of a third party.

11.8 Further assurances

Each party agrees, at its own expense, on request of the other party, to do everything reasonably necessary to give effect to the Engagement Conditions and the transactions contemplated by them, including the execution of documents.

11.9 Applicable law

The Engagement Conditions are governed by and are to be construed in accordance with the laws of Queensland. Each party irrevocably and unconditionally submits to the non-exclusive jurisdiction of the courts of Queensland and any courts that have jurisdiction to hear appeals from any of those courts and waives any right to object to any proceedings being brought in those courts.

11.10 Provisions can be severed

If a provision of the Engagement Conditions is illegal or unenforceable then that provision must be severed from the Engagement Conditions and the remaining provisions of the Engagement Conditions continue in force. If only part of a provision is illegal or unenforceable then this clause applies to that part only.

11.11 Time is of the essence

Time is of the essence with respect to all dates and time periods set out or referred to in this Engagement.

11.12 Counterparts

The Engagement Conditions may consist of a number of counterparts and the counterparts taken together constitute one and the same agreement.

11.13 Contra proferentem

No rule of construction will apply in the interpretation of the Engagement Conditions to disadvantage a party on the basis that that party drafted the Engagement Conditions or any provision of the Engagement Conditions.

11.14 Continuance of rights

The effect of any clause of the Engagement Conditions related to confidential information, intellectual property rights, the Company right to recover money and those clauses containing warranties, indemnities, guarantees, securities or those clauses expressly or impliedly intended to continue beyond the Term will continue after the Term.

12 Definitions and interpretation

12.1 Definitions

In the Engagement Conditions, unless the context otherwise requires:

Adviser Remuneration Framework means document entitled “Adviser Remuneration Framework”, which is published by the client, which defines the Client’s policies and procedures for determining the remuneration of commercially contracted international consultants. For details, visit the website of the Australian Government, Department of Foreign Affairs and Trade (www.dfat.gov.au).

Australian Privacy Principles has the meaning given in the *Privacy Act 1988 (Cth)*.

Authorisation means an authorisation, consent, visa, permit, approval, resolution, licence, registration, filing or lodgement required by a Government Agency or any law.

Benefits and Allowances means the amounts set out in Section 4 of Schedule 1 - Key Terms of Engagement.

Business Day means a day that is not a Saturday, Sunday, bank holiday or public holiday in the Partner Country.

Client means the client stated in Item 3.

Client Confidentiality Undertaking means the confidentiality deed in Schedule 5 to be entered into by the Consultant in favour of the Client.

Commonwealth means the Commonwealth of Australia.

Commonwealth Ombudsman means the Commonwealth Ombudsman as defined in the *Ombudsman Act 1976 (Cth)* and any delegate.

Company means the company stated in Item 4.

Company Insurance means the insurance policies obtained by the Company from time to time as stated in Item 23.

Company Values means the values of the Company stated in clause 10 and as updated from time to time.

Confidential Information means information that:

- (a) is by its nature confidential;
- (b) is designated by the Consultant, the Company or Client as confidential;
- (c) a party knows or ought to know is confidential;
- (d) is composed of or relates to Contract Material or material related to the Program or any data, intellectual property of the Consultant, the Company, or the Client or third parties where third party intellectual property is made available by the Client, or to the internal management and structure of the Client or the government of the Jurisdiction or the Partner Country; or
- (e) is personal information under the *Privacy Act 1988 (Cth)*;

but does not include information that is:

- (f) in a party's possession (without restriction regarding disclosure) prior to the Start Date;
- (g) public knowledge through means other than a breach of the Engagement Conditions or any other confidentiality obligation, or
- (h) independently developed or acquired by a party as established by written evidence.

Consequential Loss means any special, indirect or consequential losses; any economic loss in respect of any claim in tort; any loss of profits, loss of production, loss of revenue, loss of use, loss of contract, loss of goodwill, loss of opportunity, loss of reputation or wasted overheads whatsoever and any loss arising out of any claim by a third party, but does not include a loss in respect of the cost of repairing, replacing or reinstating any real or personal property of any person that has been lost, damaged or destroyed or personal injury to or death of any person or in respect of any personal injury claim, special loss or economic loss as those terms are used in the context of personal injury claims.

Consultant means the entity stated in Item 5.

Consultant Information means any information relating to the Engagement, the Consultant and the Consultant Personnel. It may be Personal Information.

Consultant Personnel means:

- (a) officers, employees, agents or subcontractors of the Consultant;
 - (b) officers, employees, agents or subcontractors of the Consultant's subcontractors; and
 - (c) includes those individuals (if any) engaged by the Consultant or its subcontractors on a voluntary basis;
- engaged in the performance of the Services.

Contract means this document as amended from time to time and includes its Schedules and any attachments.

Contract Material means all material created or required to be developed or created as part of, or for the purposes of performing, the Services, including documents, equipment, information and data stored by any means, and any software and associated instrumental/operations manuals.

Data means any information provided to the Consultant from any source, or collected or created by the Consultant, in connection with the Engagement, whether in magnetic, electronic, hardcopy or any other form.

Declaration of Status means the deed poll in favour of the Client in Schedule 6.

Dependent has the meaning given in the Declaration of Status.

Engagement means the Consultant's engagement by the Company as a consultant to provide the Services in connection with the Program on the terms and conditions contained in the Engagement Conditions.

Engagement Conditions mean the following documents read together:

- (a) Letter of Offer;

- (b) Key Terms of Engagement;
- (c) Terms of Reference; and
- (d) Standard Conditions.

Fees mean the amounts payable to the Consultant in consideration for providing the Services.

Force Majeure Event means, in relation to a party, any of the following that is beyond the reasonable control of the party and which makes it impossible for that party to perform its obligations under the Engagement Conditions including:

- (a) acts of God, lightning strikes, earthquakes, floods, storms, explosions, fires, pandemic, and any natural disaster;
- (b) acts of war (whether declared or not), invasion, acts of foreign enemies, mobilisation, requisition or embargo;
- (c) acts of public enemies, terrorism, riots, civil commotion, malicious damage, sabotage, rebellion, insurrection, revolution or military usurped power or civil war, nationalisation, expropriation, restraint of property by government, strike or other form of industrial dispute; and
- (d) contamination by radioactivity from any nuclear fuel, or from any nuclear waste from the combustion of nuclear fuel, radioactive toxic explosion, or other hazardous properties of any explosive nuclear assembly or nuclear component of such assembly.

Government Agency means any governmental, semi-governmental, administrative, fiscal or judicial body, department, commission, authority, tribunal, agency or entity.

Head Contract means the head contract between the Company and Client in respect of the Program.

Intellectual Property means all copyright and all rights in relation to inventions (including patent rights), trademarks, designs and confidential information, and any other rights resulting from intellectual activity in the industrial, scientific, literary and artistic fields recognised in domestic law anywhere in the world.

Item means an item listed in Schedule 1 - Key Terms of Engagement.

Key Terms of Engagement means the document described as “Key Terms of Engagement as a Consultant”, which is Schedule 1 to the Letter of Offer.

Law includes any law or legal requirement, including at common law, in equity, under statute, regulation or by-law, any condition of any Authorisation and any decision,

directive, guidance, guideline or requirements of a Government Agency.

Letter of Offer means the letter by the Company to the Consultant containing the Company conditional offer of Engagement.

Location means the location specified in Item 11 or such other place notified by the Company in accordance with clause 2.3.

Loss means any loss, damage, liability, cost or expense including legal expenses on a solicitor and own client basis.

Partner has the meaning given in the Declaration of Status.

Partner country means the country specified in Item 2.

Personal Information has the meaning given in the *Privacy Act 1998 (Cth)*.

Prior Material means all material developed by the Consultant or a third party independently from the Services whether before or after commencement of any Services.

Privacy Act means the *Privacy Act 1988 (Cth)*.

Privacy Commissioner means the person so named in the *Australian Information Commissioner Act 2010 (Cth)*.

Program means the program referred to in Item 1.

Professional Fee means the Fee listed in Item 17.

Record has the meaning given in clause 6.1.

Representative of a person means any related body corporate of the person (within the meaning of the *Corporations Act 2001 (Cth)*) and any director, employee, agent or contractor of the person or any related body corporate.

Security Plan means the security plan for the Program as amended from time to time.

Serious Misconduct has the meaning given to it in the Company’s Misconduct Policy.

Services means the services specified in Item 15, as may be varied in accordance with the Engagement Conditions.

Standard Conditions means this document.

Start Date means the date in Item 12, or such other date as the parties agree in writing.

Term means the period commencing on the date specified in Item 12 and ending on the date in Item 13, or such other dates agreed by the Company and the Consultant in writing.

Terms of Reference means the document described as “Terms of Reference” which is Schedule 2 to the Letter of Offer.

12.2 Interpretation

In the Engagement Conditions:

- (a) headings are for reference only and do not affect the meaning of a clause;
- (b) the singular includes the plural and vice versa and words importing a gender include other genders;
- (c) other grammatical forms of defined words or expressions have corresponding meanings;
- (d) “person” includes a firm, a body corporate, an unincorporated association or an authority;
- (e) an agreement, representation or warranty:
 - (i) in favour of two or more persons is for the benefit of them jointly and severally;
 - (ii) on the part of two or more persons binds them jointly and severally;
- (f) a reference to a party is to a party to this document, and a reference to a party to a document includes the party’s executors, administrators, successors and permitted assigns and substitutes;
- (g) a reference to:
 - (i) a document includes any variation or replacement of it and all schedules, schedules and exhibits to the document
 - (ii) a law includes regulations and other instruments under it and amendments or replacements of any of them;
 - (iii) a thing includes the whole and each part of it;
 - (iv) a group of persons includes all of them collectively, any two or more of them collectively and each of them individually;
 - (h) a reference to “\$” or “dollars” is a reference to Australian currency;
 - (i) a reference to a specific time means the time in Brisbane, Queensland; and
 - (j) “including” when introducing a list of items does not limit the meaning of the words to which the list relates, to those items, or to items of a similar kind.

Schedule 4 - Position Acceptance

I accept the offer of the position of Consultant (DFAT Short Term Personnel) on the terms and conditions set out in the Letter Of Offer and its listed Schedules from the Company dated Date of Letter of Offer as 00 Month Year, Agreement Reference Number Agreement Reference Number. I acknowledge that my engagement is subject to, and conditional upon, the Company confirming my appointment in writing.

SIGNED by Consultant:

Signed in the presence of:

Consultant Signature

Witness Signature

Consultant Name

Witness Name

Date

Acceptance Checklist

Return to us by email, by no later than the date set out in the Letter of Offer, duly executed copies of:

- ☐ this Schedule 4 - Position Acceptance;
- ☐ all pages of Schedule 5 - Deed of Confidentiality;
- ☐ all pages of Schedule 6 - Declaration of Status; and
- ☐ all pages of Schedule 7 - Safeguarding Code of Conduct.

You should retain copies of these documents for your own records.

Schedule 5 – Deed of Confidentiality

THIS DEED POLL is made in favour of the **COMMONWEALTH OF AUSTRALIA** represented by the Department of Foreign Affairs and Trade ('DFAT').

BY Full Name, Physical Address of Consultant OR Nominated Representative (the 'Recipient').

RECITALS

- A. DFAT and **Abt Associates Pty Ltd ABN 76 091 591 294** (the "Contractor") have entered into a contract for the provision of certain Services ("Contract")
- B. The Recipient will be engaged directly or indirectly by the Contractor in connection with the performance of the Contract.
- C. In the course of performing the Services to be provided under the Contract, the Recipient may have access to DFAT's Confidential Information.
- D. The Recipient understands that the improper use or disclosure of DFAT Confidential Information may damage DFAT and/or impair its ability to perform its functions.
- E. DFAT therefore requires the Recipient to execute this Deed Poll to ensure that the Confidential Information is protected.

THE RECIPIENT DECLARES AS FOLLOWS:

1. DEFINITIONS AND INTERPRETATION

- 1.1 In this Deed Poll, unless the contrary intention appears:

Confidential Information means information that (whether or not owned by DFAT):

- (a) is designated by DFAT as confidential; or
 - (b) the Recipient knows or ought to know is confidential, and includes to the extent that it is confidential:
 - (c) information comprised in or relating to any Intellectual property of DFAT or third parties where the third-party Intellectual Property is made available by or on behalf of DFAT;
 - (d) information relating to the internal management and structure of DFAT or the Commonwealth of Australia;
 - (e) Data; and
 - (f) personal information under the *Privacy Act 1988*,
- but does not include information which:
- (g) is or becomes public knowledge other than by breach of this Deed or other obligation of confidentiality; or
 - (h) has been independently developed or acquired by the Contractor as established by written evidence.

Data Includes any information provided to the Contractor, in connection with the Contract, from any source, or collected or created by the Contractor in connection with the Services, whether in magnetic, electronic, hardcopy or any other form.

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

- (a) patents, copyrights, rights in circuit layouts, designs, trademarks (including goodwill in those marks), domain names and any right to have confidential information kept confidential;
- (b) any application or right to apply for registration of any of the rights referred to in paragraph (a); and
- (c) all rights of a similar nature to any rights in paragraphs (a) and (b) which may subsist in Australia or elsewhere, whether or not such rights are registered or capable of being registered.

Services means the services to be performed in connection with the Contract.

2. INTERPRETATION

2.1 In this Deed Poll, unless the contrary intention appears:

- (a) words importing agender 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; and
- (e) 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.

3. NON-DISCLOSURE

- 3.1 The Recipient has been notified, in writing, of all Confidential Information described in the Contract.
- 3.2 The Recipient will treat as secret and confidential all Confidential Information to which the Recipient has access, or which is disclosed to the Recipient.
- 3.3 The Recipient will not disclose any Confidential information to any person without the prior written consent of DFAT.
- 3.4 If DFAT grants its consent for the Recipient to disclose Confidential Information, it may impose conditions on that consent. In particular, DFAT may require that the Recipient obtain the execution of a Deed poll on these terms by the person to whom the Recipient proposes to disclose the Confidential information.
- 3.5 The Recipient's obligations under this Deed poll will not be taken to have breached where the Recipient is legally required to disclose the Confidential information.

4. RESTRICTIONS ON USE

- 4.1 The Recipient will use the Confidential Information only for the purpose of the Recipient's duties in respect of performance of the Contractor's obligations under the Contract.
- 4.2 The Recipient will not copy or record the Confidential Information without the approval of DFAT.
- 4.3 Subject to clause 3.3, the Recipient will not allow any other person other than DFAT access to the Confidential information.
- 4.4 The Recipient will take all necessary precautions to prevent accidental disclosure or unauthorised access to or copying of the Confidential Information in the Recipient's control.
- 4.5 Despite clause 3.5, if the Recipient is required, or has cause to anticipate being required, by law to disclose Confidential Information, the Recipient must immediately notify DFAT of the actual or anticipated requirement and use best endeavours (without breach of applicable law) to delay

and withhold disclosure until DFAT has had a reasonable opportunity to oppose disclosure by lawful means.

5. POWERS OF DFAT

- 5.1 Immediately on request by DFAT, the Recipient must deliver to DFAT all documents in the Recipient's possession or control containing Confidential Information (including any copies of such documents).
- 5.2 If, at the time of a request under clause 5.1, the Recipient is aware that documents containing Confidential Information are beyond the Recipient's possession or control, then the Recipient must provide full details to DFAT of the location of the documents containing the Confidential Information, and the identity of the person who has control of them.

6. ACKNOWLEDGEMENT

- 6.1 The Recipient acknowledges that any breach of this Deed Poll by the Recipient may damage DFAT and/or impair its ability to perform its functions.
- 6.2 Without limiting anything contained in this Deed Poll, the Recipient acknowledges that the Recipient's attention has been drawn to the following legislative provisions which may have application to the Recipient's handling of Confidential information:
- (a) sections 70 and 79 of the *Crimes Act 1914 (Cth)*;
 - (b) part 10.7 of the *Criminal Code Act 1995 (Cth)*; and
 - (c) the *Privacy Act 1988 (Cth)*

7. RELEASE IN RELATION TO INTELLECTUAL PROPERTY RIGHTS

- 7.1 The Recipient makes no claim to Intellectual Property Rights in any material developed for DFAT under the Contract, and the Recipient acknowledges that such Intellectual Property Rights are dealt with, as between DFAT and the Contractor, as provided under the Contract.
- 7.2 The Recipient agrees to join in and execute any further instrument which may be necessary to give effect to this clause 7.

8. CONSENT TO MORAL RIGHTS

- 8.1 In this clause 8 "Moral Rights" includes the following rights of an author of copyright material:
- (a) The right of attribution of authorship;
 - (b) The right of integrity of authorship; and
 - (c) The right not to have authorship falsely attributed.
- 8.2 In this clause 8 "Specified Acts" in relation to any copyright material, means the following classes or types of acts or omissions:
- (a) Those which would, but for this clause, infringe the author's right of attribution of authorship; and
 - (b) Those which would, but for this clause, infringe the author's right of integrity of authorship, but does not include:
 - (c) those which would infringe the author's right not to have authorship falsely attributed.
- 8.3 The Recipient hereby consents to the Specified Acts (whether occurring before or after this consent is given) in relation to any copyright material developed under the Contract of which the Recipient is the author.

9. DECLARATION AS TO CONFLICT OF INTEREST

- 9.1 In this clause 9, “Conflict of Interest” means any circumstances in which the interests or personal circumstances of the Recipient could influence, or could appear to influence the Recipient’s performance of duties or functions assigned to the Recipient in a manner detrimental to DFAT
- 9.2 The Recipient warrants that, to the best of the Recipient’s knowledge after making diligent enquiry, at the date of this Deed Poll no Conflict of Interest exists or is likely to arise in the performance of the Services.
- 9.3 If, during the period of the Contract a Conflict of Interest arises, or appears likely to arise, the Recipient must:
- (a) notify DFAT immediately;
 - (b) make full disclosure of all relevant information relating to the Conflict of Interest; and
 - (c) take any steps DFAT reasonably requires to resolve, or otherwise deal with, the Conflict of Interest.

10. CONDUCT ON DFAT PREMISES

- 10.1 When using DFAT’s premises, the Recipient will comply with all reasonable directions of DFAT, including but not limited to documented procedures relating to work health, safety and security in effect at those premises. This obligation extends to all procedures which are notified to the Recipient by DFAT or which might reasonably be inferred by the Recipient in the circumstances.
- 10.2 In addition to the requirements in paragraph 10.1, the Recipient agrees that when working on DFAT’s premises the Recipient will comply with all applicable Commonwealth, State and local government laws, regulations and procedures relating to work health and safety in connection with the performance of the Recipient’s duties in respect of the Contract.

11. NOTICES

- 11.1 A notice, request or communication will have been deemed to have been received by the Recipient if it is in writing, marked to the Recipient’s attention and delivered or posted to the Recipient’s address for notices set out in clause 11.3 below
- 11.2 A notice is deemed effective:
- (a) if delivered by hand, upon delivery;
 - (b) if posted by pre-paid ordinary post within Australia, upon the expiration of two business days following the date upon which it was posted; and
 - (c) if transmitted electronically or by facsimile, on receipt by the sender of an electronic or facsimile acknowledgement that the notice has been properly transmitted to the recipient.
- 11.3 The Recipient’s address for notices is set out below:

Physical address	
Postal address	
Email address	
Fax number	Not applicable

12. MISCELLANEOUS

- 12.1 This Deed Poll records the entire agreement between the parties in relation to its subject matter.
- 12.2 No variation of this Deed Poll is binding unless it is agreed in writing between the parties.
- 12.3 Any reading down or severance of a particular provision of this Deed poll does not affect the other provisions of this Deed Poll.

12.4 No failure by DFAT to exercise, or delay by DFAT in exercising, any right in respect of this Deed operates as a waiver of that right.

12.5 A single or partial exercise by DFAT of any right in respect of this Deed Poll does not prevent the further exercise of that right or of any other right in respect of this Deed.

13. SURVIVAL OF OBLIGATIONS

13.1 The provisions of this Deed poll (other than clause 9) shall survive the expiration or earlier termination of the Contract.

14. APPLICABLE LAW

14.1 This deed will be governed in accordance with, the law of the Australian Capital Territory.

15. PERSONAL INFORMATION

15.1 The Recipient agrees, with respect to all Personal Information acquired by it during the performance of the Contract, to abide by the provisions of the *Privacy Act 1988 (Cth)* as if the Recipient were an 'Agency' as defined by that Act.

EXECUTED as a deed poll.

SIGNED by the Recipient:

Signed in the presence of:

Recipient Signature

Witness Signature

Recipient Name

Witness Name

Date

Schedule 6 – Declaration of Status

THIS DEED POLL is made in favour of the **COMMONWEALTH OF AUSTRALIA** represented by the Department of Foreign Affairs and Trade ('**DFAT**').

BY Full Name, Physical Address of Consultant (the '**Consultant**').

- A. DFAT and **Abt Associates Pty Ltd ACN 091 591 294** (the '**Company**') have entered into a Contract for the purpose of a Program in Partner Country.
- B. The Consultant has been engaged by the Company to work on the Program.
- C. DFAT requires the Consultant to enter into this Deed to confirm their eligibility to receive allowances for the DFAT – Australian Aid Program.

THE ADVISER DECLARES AS FOLLOWS:

1. INTERPRETATION

1.1 In this Deed:

'**Dependant**' means a person who:

- (a) has a close personal relationship with an Consultant;
- (b) shares accommodation or housing with an Consultant; and
- (c) who is provided with financial or domestic support by the Consultant.

'**Partner**' means a person who:

- (d) has a close personal relationship with an Consultant;
- (e) shares accommodation or housing with an Consultant; and
- (f) who provides the Consultant with financial or domestic support.

2. ADVISER STATUS

- 2.1 The Consultant **Choose an item.** usually resides in the location where they will be working on the Program
- 2.2 The Consultant **Choose an item.** accompanied by Dependant(s).
- 2.3 The Consultant's Dependant(s) and/or Partner **Choose an item.** in receipt of an expatriate housing allowance from the Commonwealth of Australia or any other employer.
- 2.4 The Consultant's Dependant(s) and/or Partner:
 - (a) **Choose an item.** currently employed by DFAT or on a DFAT-funded Program; and
 - (b) **Choose an item.** in receipt of an allowance that recognises their accompanied status from the Commonwealth of Australia.
- 2.5 The Consultant must inform DFAT or the Company promptly if their status as described in this **Clause 2** changes.

3. PROOF OF STATUS

- 3.1 DFAT may, at any time, request the Consultant to give DFAT reasonable evidence to confirm the Consultant's status as described in **Clause 2**.
- 3.2 If DFAT makes a request under **Clause 3.1**, the Consultant must promptly comply with the request.

EXECUTED as a deed poll.

SIGNED by the Consultant:

Signed in the presence of:

Consultant Signature

Witness Signature

Consultant Name

Witness Name

Date

Schedule 7 – Safeguarding Code of Conduct

Version 1.0_24/06/2020

Overview

Abt Associates is committed to the safety and protection of all people in the delivery of program services. This safeguarding Code of Conduct aims to protect others from sexual exploitation, child abuse, harassment, discrimination, intimidation or abuse in any form. The Code provides clear boundaries on behaviour and conduct expected of all Abt Personnel and Partners in discharging their duties on behalf of Abt Associates, regardless of location.

- ‘Abt Personnel’ refers to head office employees, locally engaged employees, advisers, consultants and volunteers engaged by Abt Associates.
- ‘Partners’ refers to contractors, sub-contractors, grantee organisations, program implementation partners and the like engaged by Abt Associates.

Abt expects everyone to uphold and promote the highest standards of ethical and professional behaviour to achieve our vision and mission; and contribute to a working environment that promotes mutual respect, integrity, dignity and non-discrimination. This Code serves as a guide to make ethical decisions and to regulate professional and personal conduct.

Whilst recognising that local laws and cultures differ from one country to another, this Code is developed from global standards and legal requirements in the aid sector. The Code is in accordance with relevant Abt Associates policies and procedures and any breach may result in disciplinary action, including dismissal in some instances, and in some cases, criminal prosecution.

Abt Personnel and Partners must undertake to discharge their duties and to regulate their conduct in accordance with the requirements of this Code, thereby contributing to Abt Associates quality of performance and reputation.

Commitment to Safeguarding Code of Conduct

I uphold the integrity and reputation of Abt Associates by ensuring that my professional and personal conduct is in accordance with the requirements of this Code.

I agree that in the course of my association with Abt Associates, that:

1. **I will** create and maintain a safe work environment that prevents and protects children and adults from sexual exploitation, child abuse, harassment, discrimination, intimidation or abuse in any form.
2. **I will** treat all children and adults with dignity and respect regardless of their race; colour; gender; language; religion; political or other opinion; national, ethnic or social origin; property; disability; birth or other status.
3. **I will** ensure that for work-related purposes when I photograph or film a child, to:
 - Comply with local traditions or restrictions for reproducing personal images.
 - Obtain informed consent from the child and parent or guardian of the child and explain how the photograph or film will be used.
 - Ensure photographs, films, videos, DVDs and all other media, present in a dignified and respectful manner.
 - Ensure children and adults are adequately clothed and not in poses that could be seen as sexually suggestive, and not in a vulnerable or submissive manner.
 - Ensure images are honest representations of the context and the facts.
 - Ensure file labels, meta-data or text descriptions do not reveal identifying information about a child when sending images electronically or publishing images in any form.
 - Treat with the utmost importance the confidentiality of the children and adults in our programs, and never provide personal details to unauthorised person/s.
4. **I will** ensure I have another adult present when working with children.
5. **I will** immediately report any concerns I have regarding possible violations of Abt Associates safeguarding policies or Code of Conduct, I understand that failure to report any concerns may lead to disciplinary action.
6. **I will** maintain confidentiality about any concerns or information I am aware of and only share information with staff of the appropriate function who need to know such information; I am aware that breach of this policy may put people at risk and will therefore result in disciplinary procedures.

7. **I will** immediately disclose any charges, civil judgment, criminal convictions and other outcomes of an offence, including those under traditional law, which occurred before or occurs during my association with Abt Associates that relates to allegations made against me of sexual harassment, exploitation or abuse.

8. **I will** comply with all relevant Australian and local legislation, including local labour laws.

I agree that in the course of my association with Abt Associates, that:

9. **I will not** sexually harass, exploit or abuse any other person(s) and understand that these behaviours constitute acts of gross misconduct and are therefore grounds for disciplinary action, up to and including dismissal.

10. **I will not** engage in any form of sexual activity or develop physical/sexual relationships with children (persons under the age of 18) regardless of the age of consent locally. I understand that ignorance or mistaken belief in the age of a child is not a defence.

11. **I will not** exchange money, employment, goods, or services for sex, including sexual favours or other forms of humiliating, degrading or exploitative behaviour. I understand this means I must not buy sex from anyone at any time, or exchange assistance that is due to program participants / beneficiaries for sex.

12. **I will not** have sexual relations with program participants/ beneficiaries (in exchange for assistance or any other reason) recognising the inherent unequal power dynamics which may undermine the credibility and integrity of Abt Associates work. I understand I must declare any relationships with program participants/ beneficiaries via a Conflict of Interest form and forwarded to my line manager in the first instance. I will seek guidance on this prohibition from appropriate management.

13. **I will not** request any service or sexual favour from participants of Abt programs, children or people in the communities in which Abt Associates works, and will not engage in sexually harassing, exploitative or abusive relationships.

14. **I will not** support or take part in any form of sexually exploitative or abusive activities, including, for example, child pornography, trafficking of human beings or child marriage.

15. **I will not** hire children for domestic or other labour, which is inappropriate given their age or developmental stage, which interferes with their time available for education and recreational activities or which places them at significant risk of injury or exploitation.

16. **I will not** use language or behaviour, or physical punishment, towards children or adults that is inappropriate, harassing, abusive, sexually provocative, demeaning or culturally inappropriate.

17. I **will not** use Abt Associates resources, including the use of computers, cameras, mobile phones or social media, to exploit, groom or harass participants of programs, children or adults in the communities where Abt Associates works. I am aware that this means that it is prohibited for staff to access, display or transmit offensive and/or pornographic material on any item provided or subsidized electronic device (e.g. computer, tablet, phone) at any time, or on any personal electronic device on Abt Associates network in the workplace.

I understand that the onus is on me, as an individual engaged by Abt Associates, to use common sense in my work and avoid actions or behaviours that could be construed as exploitation, abuse or harassment (of any kind).

Signature:

Name:

Date:

Definitions

Child /Children	A child is any individual under the age of 18, irrespective of local country definitions of when a child reaches adulthood.
Adults experiencing vulnerability	<p>Anyone 18 years or over who:</p> <ul style="list-style-type: none"> • is unable to take care of themselves/ protect themselves from harm or exploitation; or • due to their gender, mental or physical health, disability, ethnicity, religious identity, sexual orientation, economic or social status, or as a result of disasters and conflicts, are deemed to be at risk; or • is in a situation of subordination and therefore experiencing a power differential putting them at risk.
Program Participants/ Beneficiaries	A person (outside of the organisation) who is receiving assistance or services from the program. Alternatively referred to as a member of the affected population, a person affected by crisis and/or a person the program aims to assist.
Sexual Exploitation	Sexual exploitation means any actual or attempted abuse of a position of vulnerability, differential power, or trust, for sexual purposes, including, but not limited to, profiting monetarily, socially or politically from the sexual exploitation of another.
Sexual Abuse	Sexual abuse means the actual or threatened physical intrusion of a sexual nature, whether by force or under unequal or coercive conditions.
Sexual Harassment	Sexual harassment is any unwelcome sexual advance, request for sexual favour, verbal or physical conduct or gesture of a sexual nature, or any other behaviour of a sexual nature that might reasonably be expected or be perceived to cause offence or humiliation to another, when such conduct interferes with work, is made a condition of employment or creates an intimidating, hostile or offensive work environment. While typically involving a pattern of behaviour, it can take the form of a single incident.
Transactional Sex	Transactional sex refers to the exchange of money, employment, goods or services for sex or sexual favours, even in places where sex work is legal. After a crisis, people may engage in transactional sex to generate income and meet basic survival needs. They may not identify with the term “sex worker”. For a person purchasing sex in this setting, it is often impossible to distinguish between exploitative and non-exploitative transactional sex.
Fraternisation	Any relationship that involves, or appears to involve, partiality, preferential treatment or improper use of rank or position including but not limited to voluntary sexual behaviour. It could include sexual behaviour not amounting to intercourse, a close and emotional relationship involving public displays of affection or private intimacy and the public expression of intimate relations.
Victim/Survivor	A person who is, or has been, sexually exploited, harassed or abused.