



Date:	15 August 2023	Ref No:	10027721
Procurement Title:	Aviation White Paper First Nations Advisor		

Purpose:

The Commonwealth, as represented by the Department of Infrastructure, Transport, Regional Development, Communications and Arts (the Department), is seeking to undertake an Approach to Market (ATM) process to procure the services of a First Nations Advisor to provide cultural support and manage engagement with First Nations communities around Australia on policy consideration of the Aviation Green Paper.

The Service Provider will also be required to co-facilitate First Nations roundtable sessions on the Aviation Green Paper.

This approach is required because of the complexity of the requirement and the time available to deliver the outcome, and the unique skills and experience required of a First Nations Advisor.

Procurement Outcome: [Step 1 Identify the Requirement](#)

The Department intends to engage the successful Service Provider, being an expert and neutral person, to manage engagement with First Nations people and communities on policy consideration of the Aviation Green Paper as it relates to First Nations peoples and communities, and provide advice to the Department on policy considerations as part of the development of the Aviation White Paper.

Services will include:

- a. Co-facilitation of roundtable sessions on the Aviation Green Paper. Sessions are proposed to be held in person in Sydney, Melbourne, Perth, Brisbane, Cairns, Alice Springs and Adelaide, with an additional virtual session.
- b. Engage directly with First Nations people and communities across Australia on the Aviation Green Paper on the impacts of aviation to **their culture.**
- c. The Service Provider will be required to provide a report detailing engagement undertaken for the department and provide advice to the department on First Nations considerations during the development of the Aviation White Paper.

Is this procurement a consultancy?

Yes Specialised or professional skills
 No **BB**

Is this a [High Risk, High Value](#) procurement?
 (HRHV procurements will require Ops Committee endorsement prior to exercising s23.3 approval)

Yes Choose an item.
 No

Market Research: [Step 1 Identify the Requirement](#)

The supplier will advise on and manage engagement with First Nations peoples and communities to ensure understanding of the impacts of design and delivery relating to aviation policies on First Nations people and communities, including aviation operations on, above and through Country.

The supplier will advise on and manage engagement for:

- Respectful and effective engagement with First Nations peoples and communities across Australia.
- Identifying relevant Indigenous communities for engagement.

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- Cultural safety and sensitivity throughout the consultation.

In researching this requirement, the Department considered:

- The unique skills and experience required of a First Nations Advisor.
- Existing panel arrangements and mandatory whole of government arrangements.
- Recommendations of Service Providers from across the department, including facilitators who have successfully delivered procurement outcomes for the Department in the past.

Existing Arrangements: [Step 2 Selecting a Market Approach](#)

Are there existing arrangements in place with a supplier? Yes No

If yes, what are those arrangements (eg. piggyback arrangement)

Funding Appropriation: [Step 2 Selecting a Market Approach](#)

Appropriation Available Pretender estimate value is \$77,000 GST incl.

(do you have budget?)

- There is available funding for this engagement and, if approved, the funding will be sourced from 32162
- There is no available funding for this engagement. If approved, funds will need to be sourced from _____

Has the funding availability & cost centre been confirmed? Yes Finance Business Partner – email dated 25 July 2023
 No _____

Procurement Approach: [Step 2 Selecting a Market Approach](#)

Methodology

- Open tender
- Limited tender Exemption: 16. SMEs with 50% Indigenous ownership (IPP)
- Mandatory Panel Condition : Choose an item. please use dropdowns
- Other Panel Select Panel: Choose an item. please use dropdowns
SON & Panel Name

Please select either an exemption or condition, only if using limited tender

Explanation of selected Methodology

An exemption from complying with the Commonwealth Procurement Rules (CPR) conditions of a limited tender is granted because the nature of Services being sought align with CPR Appendix A: Exemptions at item (16) "procurement of goods and services from an SME with at least 50 per cent Indigenous ownership", and because the Services can only be provided by suppliers with specific skills, and the procurement involves the engagement of an Indigenous-owned business. The prospective supplier is Supply Nation certified.

The procurement is also exempt as it is not above the \$80,000 threshold.

Suppliers Proposed (if Limited Tender or Panel)

Supplier Name Source Nation Pty Ltd t/a Nganya (Miss Dixie Crawford)

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Reason for Approaching

Supply Nation certified and has previously worked for the department in a similar capacity (can leverage existing relationships developed during this work for the department with the Aviation White Paper).

Applicable Procurement Policies: [Procurement Connected Policies/Legislation](#) *Considering the estimated procurement value, tick the applicable procurement policies (noting these will then need to be included in your ATM documents)*

- | | |
|---|--|
| <input checked="" type="checkbox"/> Indigenous Procurement Policy | <input type="checkbox"/> Modern Slavery |
| <input type="checkbox"/> Workplace Gender Equality | <input type="checkbox"/> Building Code 2016 |
| <input type="checkbox"/> Payment Times Connected Policy | <input type="checkbox"/> Black Economy |
| <input type="checkbox"/> Sustainable Procurement | <input type="checkbox"/> Australian Industry Participation |

Value for Money Assessment (why should this procurement be undertaken)

Outline why this procurement should be conducted, what other options we have considered (ie. undertaking the works in-house) and how this procurement represents value for money, in accordance with the Commonwealth Procurement Rules.

Information in this section should consider:

- [Public Governance, Performance and Accountability Act 2013](#) (PGPA Act)
- [Commonwealth Procurement Rules](#) (specifically clauses 4.1 to 4.6 of the CPRs)

There is a need to improve engagement with First Nations peoples on the impacts of aviation operations on, above and through Country. The department is seeking to engage an independent advisor to ensure First Nations people and communities have an opportunity to engage on the Aviation Green Paper and provide input into the Aviation White Paper. Miss Crawford, a First Nations person and professional facilitator with in-depth knowledge of both cultural sensitivity and the Indigenous landscape, is uniquely positioned to provide these services.

These services are not appropriate to be provided internally by the Department.

Probity and Risk

Document any possible risks or probity issues relevant to the procurement or contract phase and how those risks will be addressed.

Information in this section should consider:

- [Accountable Authority Instruction - Probity](#)
- [Accountable Authority Instruction – Risk Management](#)
- [The Commonwealth Risk Management Policy](#)
- [High Risk High Value Policy and Guidelines](#)

Probity concerns identified

Nil

Probity Advisor Engaged

(an External Advisor is required for all HRHV procurements)

Yes External Probity Advisor _____ [name]

No Internal Probity Advisor _____ [name]

N/A _____ if no, why
(for non-HRHV procurements, delegates can nominate internal or external probity advisors at their discretion)

Probity Plan in Place

*(a separate Probity Plan is required for all HRHV procurements)
 (All other procurements must either include probity considerations above or have a separate Plan)*

Yes

No _____ if no, why

N/A (probity considerations must be noted above)

Risk Assessment Completed and Risk Plan in Place

(a separate Risk Plan is required for all procurements valued over \$1 million and all HRHV procurements. All other procurements must identify risks below)

Yes

No _____

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Areas of risk identified

See attached risk assessment

Final Risk Rating (post controls)

(risk ratings need to be added into myWorkplace)

- Severe
- Medium
- High
- Low

Conflicts of Interest

- Conflict of Interest Declarations obtained for involved staff
- Conflict of Interest Declarations (will be) obtained for proposed supplier(s)
Proposed supplier has not yet been approached. Where applicable, Conflict of Interest Declarations will be obtained from suppliers(s) who are willing and available to undertake this work.

Proposed Contract Period and Timeframes:

In this section state the expected time-line of the procurement, including everything in the procurement from the planning phase all the way through to contract expiration and evaluation.

Proposed Contract Period Start: 31-Aug-23 End: 29-Feb-24

Proposed Options to Extend Up to 12months from initial contract end date

Procurement Timeframe Contract to commence in September 2023 to ensure engagement can be planned and undertaken during Green Paper consultation and White Paper drafting.

Consultation

Information in this section should consider:

- [Accountable Authority Instruction - Procurement](#)
- [Accountable Authority Instruction - Legal Services](#)
- [Accountable Authority Instruction - Probity](#)

Please note areas which have been or are being consulted about this particular issue and attach any relevant advice.

- Corporate Procurement
- Probity and Risk Team
- Legal Services Division
- Probity Advisor Choose an item. please use dropdown
- Internal Budgets and FBP Team
- Other First Nations Advisory Section, Transport Group colleagues

Approval to Approach Market

Delegate Name	Brendon Buckley	s22(1)(a)(ii)	
Position	Assistant Secretary, Aviation White Paper	Date	23/8/23
Approval	<input checked="" type="radio"/> Agreed / <input type="radio"/> Not Agreed	The Delegate is satisfied that this proposal is consistent with the <i>Public Governance, Performance and Accountability Act 2013</i> (PGPA Act) and the <i>Commonwealth Procurement Rules</i> .	
	<input checked="" type="radio"/> Approved / <input type="radio"/> Not Approved	The Delegate approves an allocation of up to \$77,000 GST incl. to this procurement, for the period from 31 August 2023 to 29 February 2024.	

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	Agreed/ Not Agreed	The Delegate is satisfied the proposed procurement represents value for money.
	Agreed/ Not Agreed	The Delegate agrees that the post controls non-financial risk rating for this procurement is assessed as LOW
	Agreed/ Not Agreed	The Delegate approves releasing the procurement to market in accordance with this proposal.
	Noted	The Delegate notes that, following endorsement, approval will also be required via myWorkplace (SAP)
Contact:	Name: s22(1)(a)(ii) Position: Assistant Director Email: s22(1)(a)(ii)@infrastructure.gov.au	

Attachments Checklist	Y/N/NA
Approach to Market (including Scope of Services)	Y
Evaluation Plan	Y
Risk Plan (if required)	Y
Probity Plan (if required)	N/A
Others (as needed)	N/A

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Risk Assessment

Risk no.	Risk description	Risk causes and Impacts /Consequences (if risk eventuated)	Existing Controls (and Owner & Effectiveness) <small>([ALT] + [ENTER] to insert a new line in the same cell)</small>	Current (Initial) Risk Rating <small>(post controls)</small>			Accept? Yes/No
				Likelihood (L)	Consequence (C)	Initial Risk Rating	
R1	Not securing a First Nations Advisor with availability through the engagement and drafting periods, who has the experience required	<u>CAUSES</u> Engagement with First Nations people and communities must commence and be completed within a dedicated window to enable delivery of the White Paper	C1: Preliminary contact with supplier to confirm availability C2: Supply Nation provider with proven experience undertaking similar work	Unlikely	Moderate	Low	Yes

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Australian Government

Department of Infrastructure, Transport,
Regional Development, Communications and the Arts



FINANCE

Evaluation Report and Approval

Date:	26/09/2023	Ref No:	10027721
Procurement Title:	Aviation White Paper First Nations Advisor		

RECOMMENDATIONS

That you:

- AGREE** that the outcomes and recommendations in the Evaluation Report represent value for money (**Attachment A**)
- APPROVE** the commitment of \$111,650 (GST incl.) under s23.3 of the Public Governance, Performance and Accountability Act 2013 (PGPA Act), covering the period 27 September 2023 to 15 December 2023.
- APPROVE** the offer of an Contract to Source Nation Pty Ltd t/a Nganya (Miss Dixie Crawford) as the preferred supplier with a maximum value of up to \$111,650 (GST incl.) for the period of 27 September 2023 to 15 December.
- APPROVE** the final proposed Contract, as per **Attachment B**. Following your approval, this Contract will be provided to Source Nation Pty Ltd t/a Nganya (Miss Dixie Crawford) for review and signature, prior to departmental execution.
- NOTE** that following your approval to this Report and subsequent execution of the Contract, the contract will be uploaded to myWorkplace (SAP) and to AusTender.

Delegate Approval

Name	Brendon Buckley		
Delegate Signature	s22(1)(a)(ii)		
Position	Assistant Secretary, Aviation White paper Taskforce	Date	27/09/2023
Approval	Recommendation 1	Agreed / Not Agreed / Please Discuss	
	Recommendation 2	Approved / Not Approved / Please Discuss	
	Recommendation 3	Approved / Not Approved / Please Discuss	
	Recommendation 4	Approved / Not Approved / Please Discuss	
	Recommendation 5	Noted / Please Discuss	
Comments			
Contact:	Name: s22(1)(a)(ii) Position: A/g Director, Aviation White Paper Taskforce Phone: 02 6274 s22(1) Email: s22(1)(a)(ii) @infrastructure.gov.au		

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Legislative assessment and authority:

Appropriate to approve as a proper use of relevant monies?	<p>Yes. This procurement proposal represents a proper use of relevant money, in accordance with the purposes of the PGPA Act. 'Proper' is defined as efficient, effective, economical and ethical.</p> <p>Decisions to commit relevant money and to enter into arrangements are subject to the requirements of the PGPA Act.</p> <p>If you approve these recommendations, this Minute will represent the written record of your approval of:</p> <p style="padding-left: 40px;">(a) the commitment of relevant money; and</p> <p style="padding-left: 40px;">(b) the entering into an arrangement in this matter,</p> <p>for the purposes of section 23 of the PGPA Act and rule 18 of the PGPA Rule.</p> <p>A commitment proposal should only be approved if the approver is satisfied (amongst other things) that the proposed commitment represents value for money and the arrangement promotes the proper use and management of public resources (which includes relevant money).</p>
Indemnities, Warranties and Guarantees?	The proposed contract does not have indemnities, warranties or guarantees.
Contingent Liabilities?	The proposed contract does not have contingent liabilities.
Delegations authority available?	The <i>Accountable Authority Delegations (No. 2) 2021</i> provides you, as an SES Band 1, authority to approve commitments of relevant monies up to the limit of funds available.

Procurement Approval Request:

A Procurement Approval Request was signed by Brendon Buckley on 27 September 2023, agreeing to allocate \$111,650 (GST incl.) for the required services.
<p>The Department utilised the below procurement methodology for approaching the market:</p> <p><input type="checkbox"/> Open tender</p> <p><input checked="" type="checkbox"/> Limited tender Exemption: 16. SMEs with 50% Indigenous ownership (IPP)</p> <p><input type="checkbox"/> Panel</p>

Budget and funding appropriation:

Confirmation of available funds:	The Finance Business Partner has confirmed that funds for this procurement are available under 32162.
Forward Commitment Authorisation?	Forward commitment authorisation will not be required for this procurement. Availability of funding for forward years has not been confirmed.
Proposed contract period:	The proposed contract period is from 27 September 2023 until 15 December 2023, with an option to extend the contract for up to 12 months until 14 December 2024.

Risk, Probity and Value for Money

Risk Assessment:	<p>A detailed risk assessment has been undertaken in accordance with the Department's Accountable Authority Instructions (AAls) and Risk Management Guidelines.</p> <p>The Risk Rating for this engagement is considered to be:</p> <p><input checked="" type="checkbox"/> Low <input type="checkbox"/> Medium <input type="checkbox"/> High <input type="checkbox"/> Severe</p>
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Attachment A

Evaluation Report

Procurement of Aviation White Paper First Nations Advisor – 10027721

Response Evaluation Team (RET) endorsement of this Evaluation Report

RET Member	Signature
s22(1)(a)(ii)	

Other:

<p>Reporting:</p> <p><i>[note: the AusTender title should be clear, concise and not exceed 4-5 words (ie. approx 40 characters – with spaces)]</i></p>	<p>As the total contract value in this instance is for an amount of \$10,000 or more (inclusive of GST), it will need to be reported on AusTender within 42 calendar days of the commencement of the Contract as required by paragraphs 7.18 and 7.19 of the CPRs.</p> <p>The title for this procurement to be reported on AusTender will be “Aviation White Paper First Nations Advisor”. In approving this Minute, you agree that this title is considered appropriate for public reporting.</p>
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1. Purpose

- 1.1.1. The Commonwealth, as represented by the Department of Infrastructure, Transport, Regional Development Communications and the Arts (the Department), recently sought to undertake an Approach to Market (ATM) process to procure an Aviation White Paper First Nations Advisor.
- 1.1.2. The purpose of this Evaluation Report is to:
- a) document the outcome to the ATM 10027721 evaluation, in accordance with best value for money principles; and
 - b) recommend Source Nation Pty Ltd t/a Nganya (Miss Dixie Crawford) as the preferred provider.

2. Project Background

- 2.1.1. A Scope of Services was released with the ATM documentation, outlining the services required to be delivered. Subject to approval, the Department intends to engage the successful provider to work closely with the Department of Infrastructure, Transport, Regional Development and Communications and the Arts to engage with First Nations people and communities on the Aviation Green Paper, including through co-facilitation of roundtable sessions and smaller focused sessions with First Nations communities.

3. Approach to Market Process

3.1.1. Issue of the ATM

- 3.1.2. The ATM was released to Source Nation Pty Ltd on 23 August 2023 via email under limited tender. A limited tender approach was used because the nature of Services being sought align with CPR Appendix A: Exemptions at item (16) "procurement of goods and services from an SME with at least 50 per cent Indigenous ownership", and because the Services can only be provided by suppliers with specific skills, and the procurement involves the engagement of an Indigenous-owned business. The supplier is Supply Nation certified.

The following documents were provided to Source Nation Pty Ltd as part of the ATM pack:

- a) ATM 10027721

3.2. Responses received

- 3.2.1. Response was received from Source Nation Pty Ltd t/a Nganya (Miss Dixie Crawford) on 19 September 2023.
- 3.2.2. The response is available on file and can be provided on request, if required.

4. Evaluation Process

4.1. Evaluation Objective

- 4.1.1. The objective of the evaluation is to identify whether the Response meets the Department's requirements and represents value for money.

The evaluation criteria applied to this ATM are specified below:

Table: Evaluation Criteria	
1.	The extent to which each Response meets the Department's requirements, including the Tenderer's demonstrated and proven capability and capacity to provide the Services, as set out in the ATM.
2.	The total costs to be incurred by the Department.

3. Any inherent risks identified in the Response, including the evaluation of points 1-2 above as well as degree of compliance with the Draft Contract, any actual or perceived conflict of interest, and the outcomes of any interviews/ presentations or referee checks (if applicable).

4.2. Risk Assessment

- 4.2.1. In determining risk, the RET was guided by the Department's Risk Management Guidelines and the initial Risk Assessment (undertaken as part of the Procurement Plan).
- 4.2.2. Risks and issues included:

Tenderer	Risk Assessment Summary
Source Nation Pty Ltd t/a Nganya (Miss Dixie Crawford)	<p>The panel noted that there is a small risk to the overall work plan should the specified personnel be unavailable following signing of contract due to illness or other reasons.</p> <p>Source Nation Pty Ltd confirmed the availability of two suitably qualified alternative personnel who can provide services should this occur.</p>

- 4.2.3. The preferred Tenderer did not request details of their proposal, or contract if successful, be kept confidential.

5. Value for Money



Value for money is represented by the tender(s) that best meets the department's requested outcomes, at the lowest price with minimal risk. Value for money does not necessarily mean the lowest priced proposal noting the tender has to first technically meet the requirements.

In accordance with the CPRs, achieving value for money is the core principle of procurement. Officials responsible for a procurement must be satisfied, after reasonable enquires, that the procurement achieves a value for money outcome.

When conducting a procurement, an official **must** consider the relevant financial and non-financial costs and benefits of each tender including, but not limited to the:

- a. quality of the goods and services;
- b. fitness for purpose of the proposal;
- c. potential supplier's relevant experience and performance history;
- d. flexibility of the proposal (including innovation and adaptability over the lifecycle of the procurement);
- e. environmental sustainability of the proposed goods and services (such as energy efficiency, environmental impact and the use of recycled products); and
- f. whole-of-life costs.

In this evaluation, value for money was assessed by the RET by taking into account the ability to meet the Department's requirements, the proposed total pricing and pricing components and with consideration to the risk, scope and complexity of the proposed services.

Having regard to all relevant factors, the RET determined that Source Nation Pty Ltd t/a Nganya (Miss Dixie Crawford) represents value for money to the Commonwealth, noting:

Dixie Crawford will lead engagement and liaise with the Department to design, facilitate and report the findings of the Aviation Green Paper's in-person and online virtual engagement sessions. Including:

- Regular engagement and communication with the Department during the project.
- Design and prepare the First Nations engagement in-person and online virtual sessions.

- Facilitation and co-facilitation of engagement with First Nations stakeholders, including community groups, traditional owners, Aboriginal community-controlled organisations, relevant industry groups and First Nations businesses.
- Provide advice to the Department to ensure the approach to engagement with First Nations peoples and communities is culturally appropriate.
- Review and contribute to the findings report of the engagement to inform the development of the Aviation White Paper (to be drafted by the Department) to ensure the content reflects First Nations perspectives, experiences and aspirations.

As such, it is recommended that Source Nation Pty Ltd t/a Nganya (Miss Dixie Crawford) be offered a contract for the provision of Aviation White Paper First Nations Advisory services..



Australian Government

Commonwealth Contract – Services

Reference ID: 10027721

Customer

Customer Name: Department of Infrastructure, Transport, Regional
Development and Communications and the Arts
Customer ABN: 86 267 354 017
Address: GPO Box 594
Canberra ACT 2600

Supplier

Full Name of the Legal Entity: Source Nation Pty Ltd
Supplier ABN: 57 625 733 511
Supplier ACN: 625 733 511
Supplier ARBN: 625 733 511
Address: Level 1
11-17 Swanson Circuit
Belconnen ACT 2617

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Statement of Work

C.A.1 Key Events and Dates

This Contract commences on the Contract Start Date or the date this Contract is executed, whichever is the latter, and continues for the Contract Term unless:

- a) it is terminated earlier or
- b) the Customer exercises the Contract Extension Option, in which case this Contract will continue until the end of the extended time (unless it is terminated earlier).

Event	Details
Contract Start Date:	Wednesday, 27 September 2023
Contract Term:	This Contract will terminate on Friday, 15 December 2023.
Contract Extension Option:	This Contract includes the following extension option(s): Up to and not exceeding 12months from initial contract end date.

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C.A.2 The Requirement

Working closely with the department, the Service Provider will be required to engage with First Nations people and communities on the Aviation Green Paper, including through co-facilitation of roundtable sessions and smaller focused sessions with First Nations communities.

The Service Provider should have an understanding of the industry and the significance of the Aviation White Paper, including its broader policy context, and will require a significant depth of cultural knowledge and awareness of the sensitivities in engaging with First Nations people and communities on aviation content.

Travel within Australia is required.

The purpose of these sessions will be to provide an opportunity for First Nations people and communities to engage on the Aviation Green Paper as a precursor to the Aviation White Paper. The Service Provider will engage First Nations people and communities in discussion on long-term thinking about the sector, drawing on discussions and consultation questions in the Aviation Green Paper as it relates to First Nations people.

The Service Provider will be required to:

- Work with the department and another Service Provider to prepare ahead of each session to understand the likely perspectives and issues to be raised, and provide the department with a plan for facilitating each session.
- Co-facilitate Aviation Green Paper roundtable sessions with another Service Provider:
 - To be held in Alice Springs, Cairns, Brisbane, Sydney, Adelaide, Perth and Melbourne, with an additional virtual session.
 - These sessions are to engage with First Nations people and communities on the Aviation Green Paper, and to hear from First Nations communities on the impacts of aviation to their culture. It is anticipated that these sessions will also be used to share information with attendees, such as key messaging and outputs following industry roundtables (supported by co-facilitator)
 - Dates of sessions are to be confirmed but are anticipated to be held in October and November 2023. Venues and dates will be confirmed following commencement and in consultation with the Service Provider. It is anticipated that session duration will not exceed three (3) hours per session.
 - The Department will provide the Service Provider with relevant supporting material, including advice to inform an agenda.
- Engage directly with First Nations people and communities, including:
 - Working closely with the Department to determine additional locations for direct engagement (noting we anticipate no more than seven additional locations).
 - Facilitate direct engagement sessions at determined locations with First Nations people and communities on the Aviation Green Paper.
- Provide a report detailing the outcomes of the engagement sessions, focused on key themes to support input into the White Paper in terms of priorities for action and potential measures of success.

Please note:

- The Department requests the same facilitator/s be available for all engagement sessions.
- Travel will be reimbursed to the Service Provider at the time of invoicing (travel receipt to be attached), with an estimation of costs to be provided as part of the Service Providers response.

Additional Services:

Nil.

C.A.2(a) Standards

The Supplier must ensure that any goods and services provided under this Contract comply with all applicable Australian standards and any Australian and international standards specified in this Statement of Work. The Supplier must ensure that it obtains copies of all relevant certifications and maintains records evidencing its compliance with those standards. If requested by the Customer, the Supplier must enable the Customer, or an independent assessor, to conduct periodic audits to confirm compliance with those standards.

Web Content Accessibility

As applicable, the Supplier must ensure that any website, associated material and/or online publications (where applicable) complies with the Web Content Accessibility Guidelines available at: <https://www.w3.org/WAI/intro/wcag>.

C.A.2(b) Security Requirements

None Specified

C.A.2(c) Work Health and Safety

Prior to commencement of this Contract, the Customer’s Contract Manager and the Supplier’s Contract Manager will identify any potential work health and safety (WHS) issues anticipated to arise during the term of this contract and assign management of each issue identified to the party best able to manage it. For all issues assigned to the Supplier, the Supplier will provide the Customer with a WHS plan for approval and no work will commence until the plan is approved unless agreed in writing by the Customer.

Throughout the Contract Term, the Customer and the Supplier will proactively identify and cooperate to manage any WHS issues that arise.

C.A.2(d) Delivery and Acceptance

Where the Customer rejects any deliverables under Clause C.C.11 [Delivery and Acceptance] the Customer will specify a timeframe in which the Supplier is required to rectify deficiencies, at the Supplier’s cost, so that the deliverables meet the requirements of this Contract. The Supplier must comply with any such requirement. Rectified deliverables are subject to acceptance under Clause C.C.11 [Delivery and Acceptance].

The Supplier will refund all payments related to the rejected deliverables unless the relevant deliverables are rectified and accepted by the Customer.

If the Supplier is unable to meet the Customer’s timeframe, the Customer may terminate this Contract in accordance with Clause C.C.16 [Termination for Cause].

Milestone Description	Contact for Delivery	Delivery Location/Email	Due Date
Facilitation of roundtable and direct community engagement sessions	s22(1)(a)(ii)	Various locations across Australia. Exact physical addresses TBC.	30/11/2023
Input into and finalisation of detailed report following completion of all engagement sessions.	s22(1)(a)(ii)	s22(1)(a)(ii) @infrastructure.gov.au	30/11/2023

Delivery and Acceptance – Additional Instructions

It is expected that the Service Provider regularly engage with the nominated departmental contact in an agreed manner to ensure alignment with department expectations of the deliverables.

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C.A.2(e) Meetings

The Supplier may be required to attend planning meetings. It is also expected that the Supplier provide regular updates in an agreed form (verbal/email) to the nominated Departmental contact.

C.A.2(f) Facilities and Assistance Offered by the Customer

The department is responsible for all venue hire costs and arrangements. The department is also responsible for booking all travel and accommodation for the supplier and providing a note-taker for all sessions. Travel costs are not included in this contract.

C.A.2(g) Customer Material

Relevant material will be confirmed upon commencement, including the Aviation Green Paper.

C.A.2(h) Conflicts of Interest

The Supplier has declared that it has no Conflicts of Interest relevant to the performance of its obligations under this Contract.

C.A.2(i) Public Interest Disclosure

For information about how to make a Public Interest Disclosure, please refer to the information provided on the Customer’s website: <https://www.infrastructure.gov.au/contact-us/public-interest-disclosures>.

All Public Interest Disclosure matters (relating to this procurement) should be referred to:

Name/Position:	Authorised Officer
Email Address:	PID@infrastructure.gov.au

C.A.2(j) Complaints Handling

Any complaints relating to this procurement should be referred to:

Name/Position:	Director, Governance Section
Email Address:	clientservice@infrastructure.gov.au

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C.A.3 Contract Price

The maximum Contract Price inclusive of GST and all taxes and charges will not exceed **\$111,650.00** as set out below.

Fixed Price (including all expenses)

Due Date	Milestone Description	Total Price GST Exclusive	GST Component	Total Price GST Inclusive
30/11/2023	Administration, including desktop review, project planning and report review/writing x 10	s47G(1)(a)		
15/11/2023	Per site facilitation (s47G(1)(a) excl GST x9)			
15/11/2023	Online facilitation x 1			
30/11/2023	Additional travel days to the site (s47G(1)(a) excl GST x9)			

Total Fixed Price for Services \$111,650.00 GST Inclusive

Adjustment to Fixed Pricing for Contract Variation/Extension

If the number of roundtable sessions is increased, additional sessions will be charged at:

- s47G(1)(a) (GST incl) per in-person roundtable
- s47G(1)(a) (GST incl) per virtual roundtable
- Any additional reports required as part of a contract extension after completing the summary report will be charged at s47G(1)(a).
- Any variation required for fixed price arrangements will be agreed in writing between both parties prior to expenses occurring

C.A.3(a) Payment Schedule

Progress payments of the *Fixed Fees and Charges* (inclusive of any GST and all taxes and charges) will be made as follows:

Estimated Date	Milestone Description	Payment Amount
30/09/2023	Administration, including desktop review, project planning and report review/writing x 10	s47G(1)(a)
30/09/2023	Per site facilitation x 9	
30/10/2023	Online facilitation x 1	
30/11/2023	Travel day payment (where travel is requirement on a non-roundtable day (s47G(1)(a) x 9 - estimate)	

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C.A.4 Contract Managers and Addresses for Notices

Contract Managers are responsible for issuing or accepting any written Notices under this Contract and are the contact points for general liaison.

C.A.4(a) Customer's Contract Manager:

The person occupying the position of: Director, Project Office
 Currently: s22(1)(a)(ii)
 Telephone: 02 6274 s22(1)(a)(ii)
 Mobile: s22(1)(a)(ii)
 Email Address: s22(1)(a)(ii)@infrastructure.gov.au
 Postal Address: GPO Box 594
 Canberra ACT 2600

C.A.4(b) Customer's Address for Invoices:

Addressee Name/Position Title: Director, Project Office
 Telephone: 02 6274 s22(1)(a)(ii)
 Email Address: s22(1)(a)(ii)@infrastructure.gov.au
 Postal Address: GPO Box 594
 Canberra ACT 2600

The Customer's preferred method of invoicing is by email.

C.A.4(c) Supplier's Contract Manager:

Name: s47F Crawford
 Position Title: Managing Director
 Telephone: s47F
 Mobile: s47F
 Email Address: s47F@nganya.com.au
 Postal Address: Level 1
 11-17 Swanson Circuit
 Belconnen ACT 2617

C.A.4(d) Supplier's Address for Notices

Name: s47F Crawford
 Position Title: Managing Director
 Email Address: s47F@nganya.com.au
 Postal Address: Level 1
 11-17 Swanson Circuit
 Belconnen ACT 2617

C.A.5 Specified Personnel

Position/Role	Name	Current Security Clearance Level	Percentage of Total Project Time
Managing Director	Dixie Crawford	Nil	95%
Executive Assistant	s47F	Nil	5%

C.A.6 Subcontractors

None Specified

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Additional Contract Terms

An executed contract will incorporate the Commonwealth Contract Terms and also the following Additional Contract Terms:

C.B.1 Intellectual Property

The Customer owns the Intellectual Property Rights in the Material created under this Contract.

To the extent the Supplier or a third party holds any Intellectual Property Rights in any existing Material, the Supplier hereby agrees to licence the Customer to enable the Customer to exercise full rights and interests in the Intellectual Property Rights in any Material provided under this Contract. The Supplier agrees to create, execute or sign any documents and perform all acts which may be necessary to allow the use of those rights by the Customer for any purpose.

The Customer grants to the Supplier a non-exclusive, non-transferable, irrevocable, royalty-free licence for this Contract Term to exercise the Intellectual Property Rights in the Material for the sole purpose of fulfilling its obligations under this Contract. The licence in this clause is subject to any conditions or limitations of third parties that the Customer notifies to the Supplier.

Intellectual Property Rights in Goods provided under this Contract or pre-existing Intellectual Property of the Supplier, set out below (if any), will not change as a result of this Contract.

Pre-Existing Intellectual Property of the Supplier

Not Applicable

C.B.2 Confidential Information of the Supplier

Not Applicable

C.B.3 Payment Terms

Where the Customer and the Supplier both have the capability to deliver and receive eInvoices through the Peppol framework and have agreed to use eInvoicing, following receipt of a Correctly Rendered Invoice, including acceptance of the Goods and/or Services by the Customer, the Customer will pay the amount of a Correctly Rendered Invoice to the Supplier within five (5) calendar days after receiving it, or if this day is not a Business Day, on the next Business Day.

In all other circumstances following receipt of a Correctly Rendered Invoice, including acceptance of the Goods and/or Services by the Customer, the Customer will pay the amount of a Correctly Rendered Invoice to the Supplier within twenty (20) calendar days after receiving it, or if this day is not a Business Day, on the next Business Day.

Where the Customer fails to make a payment to the Supplier by the Business Day it is due, the Customer will pay the unpaid amount plus interest on the unpaid amount, provided the amount of interest payable under this clause exceeds A\$100.

Interest payable under this clause will be simple interest calculated in respect of each calendar day from the day after the amount was due and payable, up to and including the day that the Customer effects payment, calculated using the General Interest Charge Rate as published on the Australian Taxation Office website [https://www.ato.gov.au/Rates/General-interest-charge-\(GIC\)-rates/](https://www.ato.gov.au/Rates/General-interest-charge-(GIC)-rates/).

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C.C.1 Background

- 1.1 The Customer requires the provision of certain Goods and/or Services. The Supplier has fully informed itself on all aspects of the Customer's requirements and has responded representing that it is able to meet the Requirement.
- 1.2 Some terms used in these Commonwealth Contract Terms have been given a special meaning. Their meanings are set out in the Commonwealth Contracting Suite (CCS) Glossary and Interpretation or in the Contract.

C.C.2 Relationship of the Parties

- 2.1 By virtue of this Contract, neither Party is the employee, agent, officer or partner of the other Party nor authorised to bind or represent the other Party.
- 2.2 Each Party must ensure that its officers, employees, agents or Subcontractors do not represent themselves as being an officer, employee, partner or agent of the other Party.
- 2.3 In all dealings related to the Contract, the Parties agree to:
 - a) communicate openly with each other and cooperate in achieving the contractual objectives
 - b) act honestly and ethically
 - c) comply with reasonable commercial standards of fair conduct
 - d) consult, cooperate and coordinate activities to identify and address any overlapping work health and safety responsibilities aimed at ensuring the health and safety of workers and workplaces, and
 - e) comply with all reasonable directions and procedures relating to work health and safety, record keeping and security in operation at each other's premises or facilities whether specifically informed or as might reasonably be inferred from the circumstances.

C.C.3 Conflicts of Interest

- 3.1 The Supplier warrants that, other than as previously declared in writing to the Customer at the commencement of the Contract, no Conflicts of Interest exist, relevant to the performance by the Supplier of its obligations under the Contract.
- 3.2 At any time during the term of the Contract, the Customer may require the Supplier to execute a Conflicts of Interest declaration in the form specified by the Customer.
- 3.3 As soon as the Supplier becomes aware that a Conflict of Interest has arisen, or is likely to arise during the term of the Contract, the Supplier will:
 - a) immediately report it to the Customer
 - b) provide the Customer with a written report setting out all relevant information within three (3) Business Days, and
 - c) comply with any reasonable requirements notified by the Customer relating to the Conflict of Interest.
- 3.4 If the Supplier fails to notify the Customer as set out in this clause or does not comply with the

Customer's reasonable requirements to resolve or manage Conflicts of Interest, the Customer may terminate or reduce the scope of the Contract in accordance with C.C.16 [Termination for Cause].

C.C.4 Precedence of Documents

- 4.1 The Contract is comprised of:
 - a) Additional Contract Terms (if any)
 - b) if the Contract is issued under a DoSO, the Contract Details Schedule
 - c) Statement of Work
 - d) Commonwealth Contract Terms
 - e) CCS Glossary and Interpretation, and
 - f) additional Contract annexes (if any), unless otherwise agreed in writing between the Parties.
- 4.2 If there is ambiguity or inconsistency between documents comprising the Contract, the document appearing higher in the list will have precedence to the extent of the ambiguity or inconsistency.
- 4.3 The Contract may be signed and dated by the Parties on separate, but identical, copies. All signed copies constitute one (1) Contract.

C.C.5 Governing Law

- 5.1 The laws of the Australian Capital Territory apply to the Contract.

C.C.6 Entire Agreement

- 6.1 The Contract represents the Parties' entire agreement in relation to the subject matter, at the time this Contract was executed.
- 6.2 Anything that occurred before the making of this Contract shall be disregarded (unless incorporated into the Contract in writing). However, the Supplier represents that the claims made in its Response to the ATM or the RFQ as relevant remain correct.
- 6.3 Any agreement or understanding to vary or extend the Contract will not be legally binding upon either Party unless in writing and agreed by both Parties.
- 6.4 If either Party does not exercise (or delays in exercising) any of its contractual rights, that failure or delay will not prejudice those rights.

C.C.7 Survival

- 7.1 All Additional Contract Terms (if any), plus clauses: C.C.14 [Liability of the Supplier] C.C.17 [Supplier Payments] C.C.20 [Transition Out], and C.C.21 [Compliance with Law and Policy], survive termination or expiry of the Contract.

C.C.8 Notices

- 8.1 A Notice is deemed to be delivered:
 - a) if delivered by hand - on delivery to the relevant address
 - b) if sent by registered post - on delivery to the relevant address, or
 - c) if transmitted by email or other electronic means when it becomes capable of being retrieved by the addressee at the relevant email or other electronic address.
- 8.2 A Notice received after 5:00 pm, or on a day that is not a working day in the place of receipt, is

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deemed to be delivered on the next working day in that place.

C.C.9 Assignment

- 9.1 The Supplier may not assign any rights under the Contract without the Customer's written consent. To seek consent, the Supplier must provide the Customer with a Notice, which includes full details of the proposed assignee and the rights the Supplier proposes to assign.
- 9.2 To decline consent, the Customer must provide a Notice to the Supplier, setting out its reasons, within twenty (20) Business Days, or such other time as agreed between the Parties, of receiving the Notice seeking consent. Otherwise, the Customer is taken to have consented.

C.C.10 Subcontracting

- 10.1 Subcontracting any part of, or the entire Supplier's obligations under the Contract, will not relieve the Supplier from any of its obligations under the Contract.
- 10.2 The Supplier must ensure that Subcontractors specified in the Contract (if any) perform that part of the Services specified in the Contract. The Supplier must not subcontract any part of its obligations under the Contract, or replace approved Subcontractors, without prior written consent of the Customer. The Customer's written consent will not be unreasonably withheld.
- 10.3 At the Customer's request, the Supplier, at no additional cost to the Customer, must promptly remove from involvement in the Contract any Subcontractor that the Customer reasonably considers should be removed.
- 10.4 The Supplier must make available to the Customer the details of all Subcontractors engaged to provide the Goods and/or Services under the Contract. The Supplier acknowledges that the Customer may be required to publicly disclose such information.
- 10.5 The Supplier must ensure that any subcontract entered into by the Supplier, for the purpose of fulfilling the Supplier's obligations under the Contract, imposes on the Subcontractor the same obligations that the Supplier has under the Contract (including this requirement in relation to subcontracts).

C.C.11 Delivery and Acceptance

- 11.1 The Supplier must provide the Goods and/or Services as specified in the Contract and meet any requirements and standard specified in the Contract.
- 11.2 The Supplier must promptly notify the Customer if the Supplier becomes aware that it will be unable to provide all or part of the Goods and/or Services specified in the Contract and advise the Customer when it will be able to do so.
- 11.3 Any Goods must be delivered free from any security interest. Unless otherwise stated in the Contract, Goods must be new and unused. Any Services must be provided to the higher of the standard that would be expected of an experienced, professional supplier of similar

services and any standard specified in the Contract.

- 11.4 The Customer may reject the Goods and/or Services within ten (10) Business Days after delivery or such longer period specified in the Contract ("Acceptance Period"), if the Goods and/or Services do not comply with the requirements of the Contract.
- 11.5 If during the Acceptance Period circumstances outside the Customer's reasonable control cause a delay in the Customer's evaluation of the compliance of the Goods and/or Services with the Contract, the Customer may give the Supplier a Notice before the end of the original Acceptance Period, setting out the reason for the delay and the revised Acceptance Period date (which must be reasonable having regard to the circumstances causing the delay).
- 11.6 If the Customer does not notify the Supplier of rejection within the Acceptance Period (as extended if applicable), the Customer will be taken to have accepted the Goods and/or Services, though the Customer may accept the Goods and/or Services sooner. Title to Goods transfers to the Customer only on acceptance.
- 11.7 If the Customer rejects the Goods and/or Services, the Customer must issue a Notice clearly stating the reason for rejection and the remedy the Customer requires. No payment will be due for rejected Goods and/or Services until their acceptance.

C.C.12 Licences Approvals and Warranties

- 12.1 At no cost to the Customer, the Supplier must obtain and maintain all Intellectual Property Rights, licences or other approvals required for the lawful provision of the Goods and/or Services and arrange any necessary customs entry for any Goods.
- 12.2 The Supplier must provide the Customer with all relevant third party warranties in respect of Goods. If the Supplier is a manufacturer, the Supplier must provide the Customer with all standard manufacturer's warranties in respect of the Goods it has manufactured and supplied.
- 12.3 To the extent permitted by laws and for the benefit of the Customer, the Supplier consents, and must use its best endeavours to ensure that each author of Material consents in writing, to the use by the Customer of the Material, even if the use may otherwise be an infringement of their Intellectual Property Rights and/or Moral Rights.

C.C.13 Specified Personnel

- 13.1 The Supplier must ensure that the Specified Personnel set out in the Contract (if any) perform the part of the Services specified in that item. The Supplier must ensure that Specified Personnel (if any) are not replaced without the prior written consent of the Customer. The Customer's written consent will not be unreasonably withheld.
- 13.2 At the Customer's reasonable request, the Supplier, at no additional cost to the Customer, must as soon as reasonably practicable replace

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any Specified Personnel that the Customer reasonably considers:

- a) is not performing the Supplier's obligations under the Contract to the standard or within the timeframe reasonably required by the Customer
- b) is not a fit and proper person, or
- c) is not suitably qualified to perform the Services.

13.3 Any Specified Personnel must be replaced with personnel that are acceptable to the Customer.

C.C.14 Liability of the Supplier

14.1 The Supplier will indemnify the Customer for any damage claim, cost or loss resulting from any negligent or wilful breach of its obligations or representations under the Contract by the Supplier or its officers, employees, agents or Subcontractors.

14.2 The Supplier's obligation to indemnify the Customer will reduce proportionally to the extent that the Customer has contributed to the claim, cost or loss.

14.3 Where the Supplier is a member of a scheme operating under Schedule 4 of the *Civil Law (Wrongs) Act 2002 (ACT)*, or any corresponding Commonwealth, State, Territory or legislation that limits civil liability arising from the performance of their professional services, and where that scheme applies to the Goods and/or Services delivered under the Contract, the Supplier's liability under this clause shall not exceed the maximum amount specified by that scheme or legislation.

14.4 The Supplier will maintain adequate insurances for the Contract and provide the Customer with proof when reasonably requested.

C.C.15 Termination or Reduction for Convenience

15.1 In addition to any other rights either Party has under the Contract,

- a) the Customer acting in good faith, may at any time, or
- b) the Supplier, acting in good faith, may notify that it wishes to,

terminate the Contract or reduce the scope or quantity of the Goods and/or Services by providing a Notice to the other Party.

15.2 If the Supplier issues a Notice under this clause, the Supplier must comply with any reasonable directions given by the Customer. The Contract will terminate, or the scope will be reduced in accordance with the Notice, when the Supplier has complied with all of those directions.

15.3 If the Customer issues a Notice under this clause, the Supplier must stop or reduce work in accordance with the Notice and comply with any reasonable directions given by the Customer.

15.4 In either case, the Supplier must mitigate all loss and expenses in connection with the termination or reduction in scope (including the costs of its compliance with any directions). The Customer will pay the Supplier for Goods and/or Services accepted in accordance with C.C.11 [Delivery and

Acceptance] and the Contract before the effective date of termination or reduction.

15.5 If the Customer issues a Notice under this clause, the Customer will also pay the Supplier for any reasonable costs the Supplier incurs that are directly attributable to the termination or reduction, provided the Supplier substantiates these costs to the satisfaction of the Customer.

15.6 Under no circumstances will the total of all payments to the Supplier exceed the Contract Price. The Supplier will not be entitled to loss of anticipated profit for any part of the Contract not performed.

C.C.16 Termination for Cause

16.1 The Customer may issue a Notice to immediately terminate or reduce the scope of the Contract if:

- a) the Supplier does not deliver the Goods and/or Services as specified in the Contract, or notifies the Customer that the Supplier will be unable to deliver the Goods and/or Services as specified in the Contract
- b) the Customer rejects the Goods and/or Services in accordance with C.C.11 [Delivery and Acceptance] and the Goods and/or Services are not remedied as required by the Notice of rejection
- c) the Supplier breaches a material term of the Contract and the breach is not capable of remedy
- d) the Supplier does not remediate a material breach of the Contract which is capable of remediation within the period specified by the Customer in a Notice of default issued to the Supplier, or
- e) subject to the Customer complying with any requirements in the *Corporations Act 2001 (Cth)*, the Supplier:
 - i. is unable to pay all its debts when they become due
 - ii. if incorporated – has a liquidator, receiver, administrator or other controller appointed or an equivalent appointment is made under legislation other than the *Corporations Act 2001 (Cth)*, or
 - iii. if an individual – becomes bankrupt or enters into an arrangement under Part IX or Part X of the *Bankruptcy Act 1966 (Cth)*.

16.2 Termination of the Contract under this clause does not change the Customer's obligation to pay any Correctly Rendered Invoice.

C.C.17 Supplier Payments

17.1 If the Supplier is required to submit an invoice to trigger payment, the invoice must be a Correctly Rendered Invoice.

17.2 The Supplier must promptly provide to the Customer such supporting documentation and other evidence reasonably required by the Customer to substantiate performance of the Contract by the Supplier.

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- 17.3 Payment of any invoice is payment on account only, and does not substantiate performance of the Contract.
- 17.4 If the Supplier owes any amount to the Customer in connection with the Contract, the Customer may offset that amount, or part of it, against its obligation to pay any Correctly Rendered Invoice.
- C.C.18 Dispute Resolution**
- 18.1 For any dispute arising under the Contract both the Supplier and the Customer agree to comply with (a) to (e) of this clause sequentially:
- both Contract Managers will try to settle the dispute by direct negotiation
 - if unresolved within five (5) Business Days, the Contract Manager claiming that there is a dispute will give the other Contract Manager a Notice setting out details of the dispute and proposing a solution. The date the dispute Notice is issued will be the date of the Notice ("Notice Date")
 - if the proposed solution is not accepted by the other Contract Manager within five (5) Business Days of the Notice Date, each Contract Manager will nominate a more senior representative, who has not had prior direct involvement in the dispute. These representatives will try to settle the dispute by direct negotiation
 - failing settlement within twenty (20) Business Days of the Notice Date, the Customer will, without delay, refer the dispute to an appropriately qualified mediator selected by the Customer or, at the Customer's discretion, to the chairperson of an accredited mediation organisation to appoint a mediator, for mediation to commence within thirty (30) Business Days of the Notice Date or such other period as agreed by the Parties, and
 - If the dispute is not resolved within sixty (60) Business Days of the Notice Date, either the Supplier or the Customer may commence legal proceedings or, by agreement, continue the mediation process for a period agreed by the Parties.
- 18.2 Representatives for the Supplier and the Customer must attend the mediation. The nominated representatives must have the authority to bind the relevant Party and act in good faith to genuinely attempt to resolve the dispute.
- 18.3 The Supplier and the Customer will each bear their own costs for dispute resolution. The Customer will bear the costs of a mediator.
- 18.4 Despite the existence of a dispute, the Supplier will continue their performance under the Contract unless requested in writing by the Customer not to do so.
- 18.5 This procedure for dispute resolution does not apply to action relating to C.C.16 [Termination for Cause] or to legal proceedings for urgent interlocutory relief.

C.C.19 Transition In

- 19.1 The Supplier must perform all tasks reasonably required to facilitate the smooth transition of the provision of the Goods and/or Services from any outgoing supplier to the Supplier.

C.C.20 Transition Out

- 20.1 If the Contract expires or is terminated under C.C.16 [Termination for Cause] the Supplier must comply with any reasonable directions given by the Customer in order to facilitate the smooth transition of the provision of the Goods and/or Services to the Customer or to another supplier nominated by the Customer.

C.C.21 Compliance with Law and Policy

- 21.1 The Supplier must comply with, and ensure its officers, employees, agents and Subcontractors comply with all laws applicable to the performance of this Contract and warrants that it will not cause the Customer to breach any laws.
- 21.2 The Supplier must comply with, and ensure its officers, employees, agents and Subcontractors comply with any Commonwealth policies relevant to the Goods and/or Services.
- 21.3 The Supplier agrees to provide such reports and other information regarding compliance with applicable law and Commonwealth policy as reasonably requested by the Customer or as otherwise required by applicable law or policy.
- 21.4 If the Supplier becomes aware of any actual or suspected breach of the requirements set out in 21.A to 21.J below, or any other applicable law or Commonwealth policy, it must:
- immediately report it to the Customer and provide a written report on the matter within three (3) Business Days unless otherwise set out in these Terms, and
 - comply with any reasonable directions by the Customer in relation to any investigation or further reporting of the actual or suspected breach.

21.A Access to Supplier's Premises and Records

- A.1 The Supplier must maintain and ensure its Subcontractors maintain proper business and accounting records relating to the supply of the Goods and/or Services and performance of the Contract.
- A.2 The Supplier agrees to provide to the Customer, or its nominee, access to the Supplier's or its Subcontractor's premises, personnel, computer systems, documents and other records, and all assistance reasonably requested, for any purpose associated with the Contract or any review of the Supplier's or the Customer's performance under the Contract, including in connection with a request made under the *Freedom of Information Act 1982 (Cth)* or an audit or review by the Australian National Audit Office.
- A.3 Unless the access is required for an urgent purpose, the Customer will provide reasonable prior notice to the Supplier.
- A.4 If requested by the Supplier, the Customer will reimburse the Supplier's substantiated reasonable

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- cost for complying with the Customer's request, unless the access is required for the purpose of a criminal investigation into the Supplier, its officers, employees, agents or Subcontractors.
- A.5 The Supplier must not transfer, or permit the transfer of, custody or ownership, or allow the destruction, of any Commonwealth record (as defined in the *Archives Act 1983* (Cth)) without the prior written consent of the Customer. All Commonwealth records, including any held by Subcontractors, must be returned to the Customer at the conclusion of the Contract.
- 21.B Privacy Act 1988 (Cth) Requirements**
- B.1 In providing the Goods and/or Services, the Supplier agrees to comply, and to ensure that its officers, employees, agents and Subcontractors comply with the *Privacy Act 1988* (Cth) and not to do anything, which if done by the Customer would breach an Australian Privacy Principle as defined in that Act.
- 21.C Notifiable Data Breaches**
- C.1 If the Supplier suspects that there may have been an Eligible Data Breach in relation to any Personal Information held by the Supplier as a result of the Contract, the Supplier must:
- immediately report it to the Customer and provide a written report within three (3) Business Days, and
 - carry out an assessment in accordance with the requirements of the *Privacy Act 1988* (Cth).
- C.2 Where the Supplier is aware that there has been an Eligible Data Breach in relation to the Contract, the Supplier must:
- take all reasonable action to mitigate the risk of the Eligible Data Breach causing serious harm to any individual to whom the Personal Information relates
 - take all other action necessary to comply with the requirements of the *Privacy Act 1988* (Cth), and
 - take any other action as reasonably directed by the Customer.
- 21.D Personal Information**
- D.1 The Supplier agrees to provide the Customer, or its nominee, relevant information (including personal information) relating to the Supplier, its officers, employees, agents or Subcontractors, for the purposes of preventing, detecting, investigating or dealing with a fraud or security incident relating to a Contract.
- D.2 When providing personal information of a natural person under this clause, the Supplier warrants it will have obtained the consent of or provided reasonable notification to the person in accordance with the *Privacy Act 1988* (Cth).
- D.3 Nothing in these clauses limits or derogates from the Supplier's obligations under the *Privacy Act 1988* (Cth).
- 21.E Confidential Information**
- E.1 The Supplier agrees not to disclose to any person, other than the Customer, any Confidential Information relating to the Contract or the Goods and/or Services, without prior written approval from the Customer.
- E.2 This obligation will not be breached where:
- the relevant information is publicly available (other than through breach of a confidentiality or non-disclosure obligation), or
 - the Supplier is required by law, an order of the court or a stock exchange to disclose the relevant information, but any such request must be reported by Notice to the Customer without delay and the text of the disclosure provided in writing to the Customer as soon as practicable.
- E.3 The Customer may at any time require the Supplier to arrange for its officers, employees, agents or Subcontractors to give a written undertaking relating to nondisclosure of the Customer's Confidential Information in a form acceptable to the Customer.
- E.4 The Customer will keep any information in connection with the Contract confidential to the extent it has agreed in writing to keep such specified information confidential.
- E.5 The Customer will not be in breach of any confidentiality agreement if the Customer discloses the information for the purposes of managing the Contract or if it is required to disclose the information by law, a Minister or a House or Committee of Parliament, or for accountability or reporting purposes.
- 21.F Security and Safety**
- F.1 When accessing any Commonwealth place, area or facility, the Supplier must comply with any security and safety requirements notified to the Supplier by the Customer or of which the Supplier is, or should reasonably be aware. The Supplier must ensure that its officers, employees, agents and Subcontractors are aware of, and comply with, such security and safety requirements.
- F.2 If directed by the Customer, the Supplier and its officers, employees, agents and Subcontractors are required to undertake a security briefing prior to being able to work inside a Commonwealth office, area or facility.
- F.3 The Supplier must ensure that all information, material and property provided by the Customer for the purposes of the Contract is protected at all times from unauthorised access, use by a third party, misuse, damage and destruction and is returned as directed by the Customer.
- F.4 The Supplier acknowledges that unauthorised disclosure of security-classified information is an offence. Legislation (including the *Criminal Code Act 1995* (Cth)) contains provisions relating to the protection of certain information and sets out the penalties for the unauthorised disclosure of that information.

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21.G Criminal Code		
G.1	The Supplier acknowledges that the giving of false or misleading information to the Commonwealth is a serious offence under section 137.1 of the schedule to the <i>Criminal Code Act 1995</i> (Cth).	
G.2	The Supplier must ensure that its officers, employees, agents and Subcontractors engaged in connection with the Contract are aware of the information contained in this clause.	
21.H Fraud		
H.1	The Supplier must take all reasonable steps to prevent and detect Fraud in relation to the performance of this Contract. The Supplier acknowledges the occurrence of Fraud will constitute a breach of this Contract.	22.4 Where reasonably requested by the Customer, the Supplier must provide the Customer with any additional information regarding the Significant Event within three (3) Business Days of the request.
H.2	If an investigation finds that the Supplier or its officers, employees, agents or Subcontractors have committed Fraud, or the Supplier has failed to take reasonable steps to prevent Fraud, the Supplier must reimburse or compensate the Customer in full.	22.5 If requested by the Customer, the Supplier must prepare a draft remediation plan and submit that draft plan to the Customer's Contract Manager for approval within ten (10) Business Days of the request.
21.I Taxation		
I.1	The Supplier agrees to comply, and to require its subcontractors to comply, with all applicable laws relating to taxation.	22.6 A draft remediation plan prepared by the Supplier under clause 22.5 must include the following information:
21.J Public Interest Disclosure		
J.1	The Supplier must familiarise itself with the <i>Public Interest Disclosure Act 2013</i> (Cth) and acknowledges that public officials, including service providers and their Subcontractors under a Commonwealth contract, who suspect wrongdoing within the Commonwealth public sector may raise their concerns under the <i>Public Interest Disclosure Act 2013</i> (Cth).	a) how the Supplier will address the Significant Event in the context of the Goods and/or Services, including confirmation that the implementation of the remediation plan will not in any way impact on the delivery of the Goods and/or Services or compliance by the Supplier with its other obligations under the Contract, and
J.2	Information for disclosers is available at https://www.ombudsman.gov.au/Our-responsibilities/making-a-disclosure .	b) how the Supplier will ensure events similar to the Significant Event do not occur again, and
21.K National Anti-Corruption Commission Act 2022 (Cth) Requirements		c) any other matter reasonably requested by the Customer.
K.1	The Supplier acknowledges that in providing the Goods and/or Services to the Customer under the Contract, it is a contracted service provider for the purposes of the <i>National Anti-Corruption Commission Act 2022</i> (Cth) (NACC Act).	22.7 The Customer will review the draft remediation plan and either approve the draft remediation plan or provide the Supplier with the details of any changes that are required. The Supplier must make any changes to the draft remediation plan reasonably requested by the Customer and resubmit the draft remediation plan to the Customer for approval within three (3) Business Days of the request unless a different timeframe is agreed in writing by the Customer. This clause 22.7 will apply to any resubmitted draft remediation plan.
K.2	The Supplier must comply with any reasonable request, policy or direction issued by the Customer and otherwise cooperate with the Customer in relation to any action taken by the Customer required or authorised by the NACC Act.	22.8 Without limiting its other obligations under the Contract, the Supplier must comply with the remediation plan as approved by the Customer. The Supplier agrees to provide reports and other information about the Supplier's progress in implementing the remediation plan as reasonably requested by the Customer.
C.C.22 Notification of Significant Events		
22.1	The Supplier must immediately issue the Customer a Notice on becoming aware of a Significant Event.	22.9 A failure by the Supplier to comply with its obligations under this clause C.C.22 will be a material breach of the Contract. The Customer's rights under this clause C.C.22 are in addition to and do not otherwise limit any other rights the Customer may have under the Contract. The performance by the Supplier of its obligations under this clause C.C.22 will be at no additional cost to the Customer.
22.2	The Notice issued under clause 22.1 must provide a summary of the Significant Event, including the date that it occurred and whether any Specified Personnel or other personnel engaged in connection with the Goods and/or Services were involved.	
22.3	The Customer may notify the Supplier in writing that an event is to be considered a Significant Event for the purposes of this clause, and where	



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Commonwealth Contracting Suite Glossary and Interpretation

Glossary

In the Commonwealth Contracting Suite (CCS):

“**Additional Contract Terms**” means the terms and conditions set out in the section of the Approach to Market, RFQ or the Contract as relevant with the heading ‘Additional Contract Terms’.

“**Additional DoSO Terms**” means the terms and conditions set out in the section of the DoSO with the heading ‘Additional DoSO Terms’.

“**Approach to Market**” or “**ATM**” means the notice inviting Potential Suppliers to participate in the relevant procurement.

“**Business Days**” means a day that is not a Saturday, a Sunday or a public holiday or bank holiday in the place concerned, as defined by the *Corporations Act 2001* (Cth), and also excludes the period between Christmas Day and New Year’s Day.

“**Closing Time**” means the closing time and date as specified in the Approach to Market.

“**Commonwealth Contracting Suite**” or “**CCS**” means the suite of proprietary documents developed for Commonwealth procurements.

“**Commonwealth Procurement Rules**” means the legislative instrument issued by the Finance Minister under section 105B of the *Public Governance, Performance and Accountability Act 2013* (PGPA Act), which establishes the framework under which entities govern and undertake their own procurement.

“**Confidential Information**” means any information that any Party does not wish to be shared outside those involved in the Contract or Standing Offer Arrangement. It can include anything that has been acquired, developed or made available to any of the Parties in the course of the relationship between the Parties. It includes, but is not limited to, information:

- a) specifically identified as confidential in the Contract or DoSO
- b) where disclosure would cause unreasonable detriment to the owner of the information or another party, or
- c) where the information was provided under an understanding that it would remain confidential.

“**Conflicts of Interest**” means any real or apparent situation where the personal interests of the Supplier, its officers, employees, agents or Subcontractors could improperly influence the Supplier’s performance of the Contract or DoSO as relevant.

“**Contract**” means the documents (specified in the Commonwealth Contract Terms or the Commonwealth Purchase Order Terms as relevant) as executed or amended from time to time by agreement in writing between the Supplier and the Customer.

“**Contract Details Schedule**” means the section in a Contract issued under the DoSO with the heading ‘Contract Details Schedule’.

“**Contract Manager**” means the ‘Contract Manager’ for the Customer or Supplier representative (as relevant) specified in the Contract.

“**Contract Price**” means the maximum contract price specified in the Contract, including any GST component payable, but does not include any simple interest payable on late payments.

“**Correctly Rendered Invoice**” means an invoice that:

- a) is correctly addressed and includes any purchase order number or other Customer reference advised by the Customer’s Contract Manager and the name and specified contact details of the Customer’s Contract Manager
- b) relates only to the Goods and/or Services that have been accepted by the Customer in accordance with the Contract or a payment or milestone schedule identified in the Contract
- c) is correctly calculated and charged in accordance with the Contract
- d) is for an amount which, together with previously Correctly Rendered Invoices, does not exceed the Contract Price, and
- e) is a valid tax invoice in accordance with the GST Act.

“**Customer**” means the party specified in the Contract as the Customer.

“**Deed of Standing Offer**” or “**DoSO**” means the documents (specified in the Commonwealth DoSO Terms) as executed or amended by agreement in writing between the Lead Customer and the Supplier.

“**Delivery and Acceptance**” means the process by which Goods and/or Services are delivered to the Customer and accepted by the Customer as meeting the terms specified in the Contract.

Commonwealth Contracting Suite Glossary and Interpretation

“DoSO Manager” means the ‘DoSO Manager’ for the Lead Customer or Supplier representative (as relevant) specified in the DoSO.

“Electronic Invoicing” or “eInvoicing” means the automated exchange of invoices directly between the Customer and Supplier’s software or financial systems via the Peppol network, as long as both Parties are Peppol invoicing enabled.

“Eligible Data Breach” means an ‘Eligible Data Breach’ as defined in the *Privacy Act 1988* (Cth).

“End Date” means the date specified in the Contract or DoSO (as relevant) on which the agreement ceases.

“Fraud” means dishonestly obtaining a benefit from the Commonwealth or causing a loss to the Commonwealth by deception or other means and includes alleged, attempted, suspected or detected fraud.

“General Interest Charge Rate” means the general interest charge rate determined under section 8AAD of the *Taxation Administration Act 1953* (Cth) on the day payment is due, expressed as a decimal rate per day.

“Goods and/or Services” means:

- a) the Goods and/or Services and any Material, and
- b) all such incidental Goods and/or Services that are reasonably required to achieve the Requirement of the Customer,

as specified in the Contract and, where relevant, offered under a Standing Offer Arrangement.

“GST” means a Commonwealth goods and services tax imposed by the GST Act.

“GST Act” means *A New Tax System (Goods and Services Tax) Act 1999* (Cth).

“Indigenous Procurement Policy” means the procurement connected policy as described at the National Indigenous Australians Agency website <https://www.niaa.gov.au/resource-centre/indigenous-affairs/indigenous-procurement-policy>.

“Intellectual Property Rights” means all Intellectual property rights which may subsist in Australia or elsewhere, whether or not they are current or future or registered or capable of being registered, including without limitation in relation to, copyright, designs, trade marks (including unregistered marks), business and company names, domain names, databases, circuit layouts, patents, inventions, discoveries, know-how, trade secrets and confidential information, but excluding Moral Rights.

“Lead Customer” means the party specified in the DoSO as the Lead Customer.

“Material” means any material used or brought into existence as a part of, or for the purpose of producing the Goods and/or Services, and includes but is not limited to documents, equipment, information or data stored by any means.

“Moral Rights” means the rights in Part IX of the *Copyright Act 1968* (Cth), including the right of attribution, the right against false attribution and the right of integrity.

“Notice” means an official notice or communication under the Contract or DoSO (as relevant) in writing, from one Contract or DoSO Manager to the other Contract or DoSO Manager (as the case may be), at the postal address, or email address, or facsimile number set out in the Contract or DoSO or as notified by the relevant Party.

“Peppol” means the Pan-European Public Procurement On-Line framework as described at the Australian Taxation Office website <https://www.ato.gov.au/Business/eInvoicing/Peppol/>.

“Party” or “Parties” means (as relevant) the Customer and Supplier specified in the Contract or the Lead Customer and Supplier specified in the DoSO.

“Personal Information” means information relating to a natural person as defined in the *Privacy Act 1988* (Cth).

“Potential Customer” means an Australian Government entity that is identified within the DoSO as being able to use the Standing Offer Arrangement.

“Potential Supplier” means any entity who is eligible to respond to an ATM.

“Pricing Schedule” means a schedule of maximum pricing rates that a Supplier can offer in an RFQ for Goods and/or Services as set out in the DoSO.

“Public Interest Certificate” means a certificate issued under section 22 of the *Government Procurement (Judicial Review) Act 2018* (Cth).

“Referenced Material” means any materials referenced in the ATM, including but not limited to, reports, plans, drawings or samples.

“Request for Quote” or “RFQ” means any notice inviting quotations to provide specific Goods and/or Services under the DoSO.

Commonwealth Contracting Suite Glossary and Interpretation

“Required Capabilities” means:

- a) in the DoSO ATM, the description of the Lead Customer's required Goods and/or Services. These may be categorised into several descriptions of Required Capabilities.
- b) in the DoSO, the description of the Goods and/or Services that a Supplier is approved to offer.

“Requirement” means the description of the Goods and/or Services in:

- a) for the purposes of the Commonwealth ATM Terms, the section of the Approach to Market with the heading ‘The Requirement’
- b) for the purposes of the Commonwealth Contract Terms, the section of the Contract with the heading ‘The Requirement’, or
- c) for the purposes of the Commonwealth Purchase Order Terms, the Customer's purchase order or similar ordering document setting out the Goods and/or Services.

“Response” means information provided by a Potential Supplier or Supplier demonstrating their capacity and capability to:

- a) provide the Requirement under the ATM or Request for Quote, or
- b) meet a Required Capability under the DoSO ATM.

“Satisfactory” in relation to the Shadow Economy Policy only, means the Statement of Tax Record meets the conditions set out in Part 6.b of the Shadow Economy Policy or, if the circumstances in Part 6.c of the Shadow Economy Policy apply, the conditions set out in Part 8 of the Shadow Economy Policy.

“Shadow Economy Policy” means the *Shadow economy – Increasing the integrity of government procurement: Procurement connected policy guidelines March 2019* available at <https://treasury.gov.au/publication/p2019-t369466>.

“Significant Event” means:

- a) any adverse comments or findings made by a court, commission, tribunal or other statutory or professional body regarding the conduct or performance of the Supplier or its officers, employees, agents or Subcontractors that impacts or could be reasonably perceived to impact on their professional capacity, capability, fitness or reputation, or
- b) any other significant matters, including the commencement of legal, regulatory or disciplinary action involving the Supplier or its officers, employees, agents or Subcontractors, that may adversely impact on compliance with Commonwealth policy and legislation or the Commonwealth's reputation.

“Specified Personnel” means personnel specified in the Contract, or who are accepted by the Customer in accordance with clause C.C.13 [Specified Personnel].

“Standing Offer Arrangement” means the DoSO arrangement, any Contract that is executed under the DoSO and any other document that applies to it.

“Standing Offer Details” means the section of the DoSO with the heading ‘Standing Offer Details’.

“Statement of Requirement” means the section of the Approach to Market with the heading ‘Statement of Requirement’.

“Statement of Tax Record” means a statement of tax record issued by the Australian Taxation Office following an application made in accordance with the process set out at https://www.ato.gov.au/Business/Bus/Statement-of-tax-record/?page=1#Requesting_an_STR.

“Statement of Work” means the section or schedule of the Contract (as the case may be) with the heading ‘Statement of Work’.

“Subcontractor” means an entity contracted by the Supplier to supply some or all of the Goods and/or Services required under the Contract.

“Supplier” means a party specified in the Contract or the DoSO as the Supplier.

“Valid” in relation to the Shadow Economy Policy only, means the Statement of Tax Record is valid in accordance with Part 7.e of the Shadow Economy Policy.

Commonwealth Contracting Suite Glossary and Interpretation

Interpretation

In the Commonwealth Contracting Suite, unless stated otherwise:

- a) if any word or phrase is given a defined meaning, any other part of speech or other grammatical form of that word or phrase has a corresponding meaning
- b) words in the singular include the plural and words in the plural include the singular
- c) the words ‘including’, ‘such as’, ‘particularly’ and similar expressions are not used as and are not intended to be interpreted as words of limitation
- d) a reference to dollars is a reference to Australian dollars
- e) a reference to any legislation or legislative provision includes any statutory modification, substitution or re-enactment of that legislation or legislative provision
- f) clause headings are for reference only and have no effect in limiting or extending the language of the terms to which they refer, and
- g) the following clause references used in Commonwealth Contracting Suite documents refer to that section or part of the relevant CCS document listed in the table below:

Clause Reference	Section / Part	CCS Document
A.A.[x]	Statement of Requirement	CCS Approach to Market (ATM)
A.B.[x]	Commonwealth Approach to Market (ATM) Terms	
A.C.[x]	Additional Contract Terms	
C.A.[x]	Statement of Work	Commonwealth Contract
C.B.[x]	Additional Contract Terms	
C.C.[x]	Commonwealth Contract Terms	
		<i>NOTE: Where relevant, this also forms part of a Contract formed under a DoSO.</i>
P.C.[x]	Commonwealth Purchase Order Terms	Commonwealth Purchase Order Terms
D.A.[x]	CCS DoSO ATM	CCS Deed of Standing Offer (DoSO)
D.B.[x]	Commonwealth DoSO ATM Terms	
D.C.[x]	DoSO ATM Response Form	
D.D.[x]	CCS DoSO	
D.D.3(x)	Additional DoSO Terms	
D.E.[x]	Commonwealth DoSO Terms	
R.A.[x]	Schedule 1 - Statement of Work	CCS DoSO RFQ and Contract
R.B.[x]	Schedule 2 - Additional Contract Terms	
R.C.[x]	Schedule 3 - Supplier's Response Form	
R.D.[x]	Contract Details Schedule	

Contract Signing Page

The Parties agree that by signing this Commonwealth Contract – Services, they enter into a Contract comprising:

- a) Additional Contract Terms (if any)
- b) Statement of Work
- c) Commonwealth Contract Terms
- d) Commonwealth Contracting Suite Glossary and Interpretation
- e) Contract Annex 1 – Supplementary Information (if any).

EXECUTED as an Agreement

Signed for and on behalf of the **Commonwealth of Australia** as represented by Department of Infrastructure, Transport, Regional Development and Communications and the Arts

ABN 86 267 354 017 by its duly authorised delegate in the presence of

Signature of witness

Signature of delegate

Name of witness (*print*)

Name of delegate (*print*)

Position of delegate (*print*)

Date:

Executed by Source Nation Pty Ltd **ACN** 625 733 511 **ABN** 57 625 733 511 in accordance with Section 127 of the *Corporations Act 2001* **ARNB** 625 733 511:

Signature of director

Signature of director/company secretary
(Please delete as applicable)

Name of director (*print*)

Name of director/company secretary (*print*)

Date:

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s22(1)(a)(ii)

From: s22(1)(a)(ii)
Sent: Thursday, 28 September 2023 9:19 AM
To: s22(1)(a)(ii); s22(1)(a)(ii)
Subject: RE: Evaluation Report and Approval 10027721 - First Nations Advisor.DOCX [SEC=OFFICIAL]

OFFICIAL

Hi s22(1)(a)(ii)

I confirm agreement of the assessment documented in the evaluation report for the First Nations Advisor.

Kind regards

s22(1)(a)(ii)

Assistant Director ◊ Aviation White Paper & Reforms Branch ◊ Domestic Aviation & Reform Division
s22(1)(a)(ii) @infrastructure.gov.au
GPO Box 594 Canberra, ACT 2601

Department of Infrastructure, Transport, Regional Development, Communications and the Arts
CONNECTING AUSTRALIANS ◊ ENRICHING COMMUNITIES ◊ EMPOWERING REGIONS

infrastructure.gov.au

OFFICIAL

From: s22(1)(a)(ii)@infrastructure.gov.au>
Sent: Wednesday, 27 September 2023 2:58 PM
To: s22(1)(a)(ii)@infrastructure.gov.au>; s22(1)(a)(ii)@infrastructure.gov.au>
Subject: Evaluation Report and Approval 10027721 - First Nations Advisor.DOCX [SEC=OFFICIAL]
Importance: High

OFFICIAL

Hi team,

Can you please add an electronic signature to this, or respond to this email to confirm your agreement to the assessment and content in the evaluation report?

Thanks,
s22(1)(a)(ii)

OFFICIAL

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Australian Government

Commonwealth Contract – Services

Reference ID: 10027721

Customer

Customer Name: Department of Infrastructure, Transport, Regional Development and Communications and the Arts
Customer ABN: 86 267 354 017
Address: GPO Box 594
Canberra ACT 2600

Supplier

Full Name of the Legal Entity: Source Nation Pty Ltd
Supplier ABN: 57 625 733 511
Supplier ACN: 625 733 511
Supplier ARBN: 625 733 511
Address: Level 1
11-17 Swanson Circuit
Belconnen ACT 2617

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Statement of Work

C.A.1 Key Events and Dates

This Contract commences on the Contract Start Date or the date this Contract is executed, whichever is the latter, and continues for the Contract Term unless:

- a) it is terminated earlier or
- b) the Customer exercises the Contract Extension Option, in which case this Contract will continue until the end of the extended time (unless it is terminated earlier).

Event	Details
Contract Start Date:	Wednesday, 27 September 2023
Contract Term:	This Contract will terminate on Friday, 15 December 2023.
Contract Extension Option:	This Contract includes the following extension option(s): Up to and not exceeding 12months from initial contract end date.

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C.A.2 The Requirement

Working closely with the department, the Service Provider will be required to engage with First Nations people and communities on the Aviation Green Paper, including through co-facilitation of roundtable sessions and smaller focused sessions with First Nations communities.

The Service Provider should have an understanding of the industry and the significance of the Aviation White Paper, including its broader policy context, and will require a significant depth of cultural knowledge and awareness of the sensitivities in engaging with First Nations people and communities on aviation content.

Travel within Australia is required.

The purpose of these sessions will be to provide an opportunity for First Nations people and communities to engage on the Aviation Green Paper as a precursor to the Aviation White Paper. The Service Provider will engage First Nations people and communities in discussion on long-term thinking about the sector, drawing on discussions and consultation questions in the Aviation Green Paper as it relates to First Nations people.

The Service Provider will be required to:

- Work with the department and another Service Provider to prepare ahead of each session to understand the likely perspectives and issues to be raised, and provide the department with a plan for facilitating each session.
- Co-facilitate Aviation Green Paper roundtable sessions with another Service Provider:
 - To be held in Alice Springs, Cairns, Brisbane, Sydney, Adelaide, Perth and Melbourne, with an additional virtual session.
 - These sessions are to engage with First Nations people and communities on the Aviation Green Paper, and to hear from First Nations communities on the impacts of aviation to their culture. It is anticipated that these sessions will also to be used to share information with attendees, such as key messaging and outputs following industry roundtables (supported by co-facilitator)
 - Dates of sessions are to be confirmed but are anticipated to be held in October and November 2023. Venues and dates will be confirmed following commencement and in consultation with the Service Provider. It is anticipated that session duration will not exceed three (3) hours per session.
 - The Department will provide the Service Provider with relevant supporting material, including advice to inform an agenda.
- Engage directly with First Nations people and communities, including:
 - Working closely with the Department to determine additional locations for direct engagement (noting we anticipate no more than seven additional locations).
 - Facilitate direct engagement sessions at determined locations with First Nations people and communities on the Aviation Green Paper.
- Provide a report detailing the outcomes of the engagement sessions, focused on key themes to support input into the White Paper in terms of priorities for action and potential measures of success.

Please note:

- The Department requests the same facilitator/s be available for all engagement sessions.
- Travel will be reimbursed to the Service Provider at the time of invoicing (travel receipt to be attached), with an estimation of costs to be provided as part of the Service Providers response.

Additional Services:

Nil.

Commonwealth Contract – Services

C.A.2(a) Standards

The Supplier must ensure that any goods and services provided under this Contract comply with all applicable Australian standards and any Australian and international standards specified in this Statement of Work. The Supplier must ensure that it obtains copies of all relevant certifications and maintains records evidencing its compliance with those standards. If requested by the Customer, the Supplier must enable the Customer, or an independent assessor, to conduct periodic audits to confirm compliance with those standards.

Web Content Accessibility

As applicable, the Supplier must ensure that any website, associated material and/or online publications (where applicable) complies with the Web Content Accessibility Guidelines available at:

<https://www.w3.org/WAI/intro/wcag>.

C.A.2(b) Security Requirements

None Specified

C.A.2(c) Work Health and Safety

Prior to commencement of this Contract, the Customer's Contract Manager and the Supplier's Contract Manager will identify any potential work health and safety (WHS) issues anticipated to arise during the term of this contract and assign management of each issue identified to the party best able to manage it. For all issues assigned to the Supplier, the Supplier will provide the Customer with a WHS plan for approval and no work will commence until the plan is approved unless agreed in writing by the Customer.

Throughout the Contract Term, the Customer and the Supplier will proactively identify and cooperate to manage any WHS issues that arise.

C.A.2(d) Delivery and Acceptance

Where the Customer rejects any deliverables under Clause C.C.11 [*Delivery and Acceptance*] the Customer will specify a timeframe in which the Supplier is required to rectify deficiencies, at the Supplier's cost, so that the deliverables meet the requirements of this Contract. The Supplier must comply with any such requirement. Rectified deliverables are subject to acceptance under Clause C.C.11 [*Delivery and Acceptance*].

The Supplier will refund all payments related to the rejected deliverables unless the relevant deliverables are rectified and accepted by the Customer.

If the Supplier is unable to meet the Customer's timeframe, the Customer may terminate this Contract in accordance with Clause C.C.16 [*Termination for Cause*].

Milestone Description	Contact for Delivery	Delivery Location/Email	Due Date
Facilitation of roundtable and direct community engagement sessions	s22(1)(a)(ii)	Various locations across Australia. Exact physical addresses TBC.	30/11/2023
Input into and finalisation of detailed report following completion of all engagement sessions.	s22(1)(a)(ii)	s22(1)(a)(ii) @infrastructure.gov.au	30/11/2023

Delivery and Acceptance – Additional Instructions

It is expected that the Service Provider regularly engage with the nominated departmental contact in an agreed manner to ensure alignment with department expectations of the deliverables.

C.A.2(e) Meetings

The Supplier may be required to attend planning meetings. It is also expected that the Supplier provide regular updates in an agreed form (verbal/email) to the nominated Departmental contact.

C.A.2(f) Facilities and Assistance Offered by the Customer

The department is responsible for all venue hire costs and arrangements. The department is also responsible for booking all travel and accommodation for the supplier and providing a note-taker for all sessions. Travel costs are not included in this contract.

C.A.2(g) Customer Material

Relevant material will be confirmed upon commencement, including the Aviation Green Paper.

C.A.2(h) Conflicts of Interest

The Supplier has declared that it has no Conflicts of Interest relevant to the performance of its obligations under this Contract.

C.A.2(i) Public Interest Disclosure

For information about how to make a Public Interest Disclosure, please refer to the information provided on the Customer's website: <https://www.infrastructure.gov.au/contact-us/public-interest-disclosures>.

All Public Interest Disclosure matters (relating to this procurement) should be referred to:

Name/Position:	Authorised Officer
Email Address:	PID@infrastructure.gov.au

C.A.2(j) Complaints Handling

Any complaints relating to this procurement should be referred to:

Name/Position:	Director, Governance Section
Email Address:	clientservice@infrastructure.gov.au

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Commonwealth Contract – Services

C.A.3 Contract Price

The maximum Contract Price inclusive of GST and all taxes and charges will not exceed **\$111,650.00** as set out below.

Fixed Price (including all expenses)

Due Date	Milestone Description	Total Price GST Exclusive	GST Component	Total Price GST Inclusive
30/11/2023	Administration, including desktop review, project planning and report review/writing x 10	s47G(1)(a)		
15/11/2023	Per site facilitation (s47G(1)(a) excl GST x9)			
15/11/2023	Online facilitation x 1			
30/11/2023	Additional travel days to the site (s47G(1)(a) excl GST x9)			

Total Fixed Price for Services \$111,650.00 GST Inclusive

Adjustment to Fixed Pricing for Contract Variation/Extension

If the number of roundtable sessions is increased, additional sessions will be charged at:

- s47G(1)(a) (GST incl) per in-person roundtable
- (GST incl) per virtual roundtable
- Any additional reports required as part of a contract extension after completing the summary report will be charged at s47G(1)(a)
- Any variation required for fixed price arrangements will be agreed in writing between both parties prior to expenses occurring

C.A.3(a) Payment Schedule

Progress payments of the *Fixed Fees and Charges* (inclusive of any GST and all taxes and charges) will be made as follows:

Estimated Date	Milestone Description	Payment Amount
30/09/2023	Administration, including desktop review, project planning and report review/writing x 10	s47G(1)(a)
30/09/2023	Per site facilitation x 9	
30/10/2023	Online facilitation x 1	
30/11/2023	Travel day payment (where travel is requirement on a non-roundtable day (s47G(1)(a) x 9 - estimate)	

C.A.4 Contract Managers and Addresses for Notices

Contract Managers are responsible for issuing or accepting any written Notices under this Contract and are the contact points for general liaison.

C.A.4(a) Customer's Contract Manager:

The person occupying the position of: Director, Project Office
 Currently: s22(1)(a)(ii)
 Telephone: 02 6274 s22(1)(a)(ii)
 Mobile: s22(1)(a)(ii)
 Email Address: s22(1)(a)(ii)@infrastructure.gov.au
 Postal Address: GPO Box 594
 Canberra ACT 2600

C.A.4(b) Customer's Address for Invoices:

Addressee Name/Position Title: Director, Project Office
 Telephone: 02 6274 s22(1)(a)(ii)
 Email Address: s22(1)(a)(ii)@infrastructure.gov.au
 Postal Address: GPO Box 594
 Canberra ACT 2600

The Customer's preferred method of invoicing is by email.

C.A.4(c) Supplier's Contract Manager:

Name: s47F Crawford
 Position Title: Managing Director
 Telephone: s47F
 Mobile: s47F
 Email Address: s47F@nganya.com.au
 Postal Address: Level 1
 11-17 Swanson Circuit
 Belconnen ACT 2617

C.A.4(d) Supplier's Address for Notices

Name: s47F Crawford
 Position Title: Managing Director
 Email Address: s47F@nganya.com.au
 Postal Address: Level 1
 11-17 Swanson Circuit
 Belconnen ACT 2617

C.A.5 Specified Personnel

Position/Role	Name	Current Security Clearance Level	Percentage of Total Project Time
Managing Director	Dixie Crawford	Nil	95%
Executive Assistant	s47F	Nil	5%

C.A.6 Subcontractors

None Specified

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Additional Contract Terms

An executed contract will incorporate the Commonwealth Contract Terms and also the following Additional Contract Terms:

C.B.1 Intellectual Property

The Customer owns the Intellectual Property Rights in the Material created under this Contract.

To the extent the Supplier or a third party holds any Intellectual Property Rights in any existing Material, the Supplier hereby agrees to licence the Customer to enable the Customer to exercise full rights and interests in the Intellectual Property Rights in any Material provided under this Contract. The Supplier agrees to create, execute or sign any documents and perform all acts which may be necessary to allow the use of those rights by the Customer for any purpose.

The Customer grants to the Supplier a non-exclusive, non-transferable, irrevocable, royalty-free licence for this Contract Term to exercise the Intellectual Property Rights in the Material for the sole purpose of fulfilling its obligations under this Contract. The licence in this clause is subject to any conditions or limitations of third parties that the Customer notifies to the Supplier.

Intellectual Property Rights in Goods provided under this Contract or pre-existing Intellectual Property of the Supplier, set out below (if any), will not change as a result of this Contract.

Pre-Existing Intellectual Property of the Supplier

Not Applicable

C.B.2 Confidential Information of the Supplier

Not Applicable

C.B.3 Payment Terms

Where the Customer and the Supplier both have the capability to deliver and receive eInvoices through the Peppol framework and have agreed to use eInvoicing, following receipt of a Correctly Rendered Invoice, including acceptance of the Goods and/or Services by the Customer, the Customer will pay the amount of a Correctly Rendered Invoice to the Supplier within five (5) calendar days after receiving it, or if this day is not a Business Day, on the next Business Day.

In all other circumstances following receipt of a Correctly Rendered Invoice, including acceptance of the Goods and/or Services by the Customer, the Customer will pay the amount of a Correctly Rendered Invoice to the Supplier within twenty (20) calendar days after receiving it, or if this day is not a Business Day, on the next Business Day.

Where the Customer fails to make a payment to the Supplier by the Business Day it is due, the Customer will pay the unpaid amount plus interest on the unpaid amount, provided the amount of interest payable under this clause exceeds A\$100.

Interest payable under this clause will be simple interest calculated in respect of each calendar day from the day after the amount was due and payable, up to and including the day that the Customer effects payment, calculated using the General Interest Charge Rate as published on the Australian Taxation Office website [https://www.ato.gov.au/Rates/General-interest-charge-\(GIC\)-rates/](https://www.ato.gov.au/Rates/General-interest-charge-(GIC)-rates/).

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Commonwealth Contract Terms

C.C.1 Background

- 1.1 The Customer requires the provision of certain Goods and/or Services. The Supplier has fully informed itself on all aspects of the Customer's requirements and has responded representing that it is able to meet the Requirement.
- 1.2 Some terms used in these Commonwealth Contract Terms have been given a special meaning. Their meanings are set out in the Commonwealth Contracting Suite (CCS) Glossary and Interpretation or in the Contract.

C.C.2 Relationship of the Parties

- 2.1 By virtue of this Contract, neither Party is the employee, agent, officer or partner of the other Party nor authorised to bind or represent the other Party.
- 2.2 Each Party must ensure that its officers, employees, agents or Subcontractors do not represent themselves as being an officer, employee, partner or agent of the other Party.
- 2.3 In all dealings related to the Contract, the Parties agree to:
- a) communicate openly with each other and cooperate in achieving the contractual objectives
 - b) act honestly and ethically
 - c) comply with reasonable commercial standards of fair conduct
 - d) consult, cooperate and coordinate activities to identify and address any overlapping work health and safety responsibilities aimed at ensuring the health and safety of workers and workplaces, and
 - e) comply with all reasonable directions and procedures relating to work health and safety, record keeping and security in operation at each other's premises or facilities whether specifically informed or as might reasonably be inferred from the circumstances.

C.C.3 Conflicts of Interest

- 3.1 The Supplier warrants that, other than as previously declared in writing to the Customer at the commencement of the Contract, no Conflicts of Interest exist, relevant to the performance by the Supplier of its obligations under the Contract.
- 3.2 At any time during the term of the Contract, the Customer may require the Supplier to execute a Conflicts of Interest declaration in the form specified by the Customer.
- 3.3 As soon as the Supplier becomes aware that a Conflict of Interest has arisen, or is likely to arise during the term of the Contract, the Supplier will:
- a) immediately report it to the Customer
 - b) provide the Customer with a written report setting out all relevant information within three (3) Business Days, and
 - c) comply with any reasonable requirements notified by the Customer relating to the Conflict of Interest.
- 3.4 If the Supplier fails to notify the Customer as set out in this clause or does not comply with the

Customer's reasonable requirements to resolve or manage Conflicts of Interest, the Customer may terminate or reduce the scope of the Contract in accordance with C.C.16 [Termination for Cause].

C.C.4 Precedence of Documents

- 4.1 The Contract is comprised of:
- a) Additional Contract Terms (if any)
 - b) if the Contract is issued under a DoSO, the Contract Details Schedule
 - c) Statement of Work
 - d) Commonwealth Contract Terms
 - e) CCS Glossary and Interpretation, and
 - f) additional Contract annexes (if any), unless otherwise agreed in writing between the Parties.
- 4.2 If there is ambiguity or inconsistency between documents comprising the Contract, the document appearing higher in the list will have precedence to the extent of the ambiguity or inconsistency.
- 4.3 The Contract may be signed and dated by the Parties on separate, but identical, copies. All signed copies constitute one (1) Contract.

C.C.5 Governing Law

- 5.1 The laws of the Australian Capital Territory apply to the Contract.

C.C.6 Entire Agreement

- 6.1 The Contract represents the Parties' entire agreement in relation to the subject matter, at the time this Contract was executed.
- 6.2 Anything that occurred before the making of this Contract shall be disregarded (unless incorporated into the Contract in writing). However, the Supplier represents that the claims made in its Response to the ATM or the RFQ as relevant remain correct.
- 6.3 Any agreement or understanding to vary or extend the Contract will not be legally binding upon either Party unless in writing and agreed by both Parties.
- 6.4 If either Party does not exercise (or delays in exercising) any of its contractual rights, that failure or delay will not prejudice those rights.

C.C.7 Survival

- 7.1 All Additional Contract Terms (if any), plus clauses: C.C.14 [Liability of the Supplier] C.C.17 [Supplier Payments] C.C.20 [Transition Out], and C.C.21 [Compliance with Law and Policy], survive termination or expiry of the Contract.

C.C.8 Notices

- 8.1 A Notice is deemed to be delivered:
- a) if delivered by hand - on delivery to the relevant address
 - b) if sent by registered post - on delivery to the relevant address, or
 - c) if transmitted by email or other electronic means when it becomes capable of being retrieved by the addressee at the relevant email or other electronic address.
- 8.2 A Notice received after 5:00 pm, or on a day that is not a working day in the place of receipt, is

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- deemed to be delivered on the next working day in that place.
- C.C.9 Assignment**
- 9.1 The Supplier may not assign any rights under the Contract without the Customer's written consent. To seek consent, the Supplier must provide the Customer with a Notice, which includes full details of the proposed assignee and the rights the Supplier proposes to assign.
- 9.2 To decline consent, the Customer must provide a Notice to the Supplier, setting out its reasons, within twenty (20) Business Days, or such other time as agreed between the Parties, of receiving the Notice seeking consent. Otherwise, the Customer is taken to have consented.
- C.C.10 Subcontracting**
- 10.1 Subcontracting any part of, or the entire Supplier's obligations under the Contract, will not relieve the Supplier from any of its obligations under the Contract.
- 10.2 The Supplier must ensure that Subcontractors specified in the Contract (if any) perform that part of the Services specified in the Contract. The Supplier must not subcontract any part of its obligations under the Contract, or replace approved Subcontractors, without prior written consent of the Customer. The Customer's written consent will not be unreasonably withheld.
- 10.3 At the Customer's request, the Supplier, at no additional cost to the Customer, must promptly remove from involvement in the Contract any Subcontractor that the Customer reasonably considers should be removed.
- 10.4 The Supplier must make available to the Customer the details of all Subcontractors engaged to provide the Goods and/or Services under the Contract. The Supplier acknowledges that the Customer may be required to publicly disclose such information.
- 10.5 The Supplier must ensure that any subcontract entered into by the Supplier, for the purpose of fulfilling the Supplier's obligations under the Contract, imposes on the Subcontractor the same obligations that the Supplier has under the Contract (including this requirement in relation to subcontracts).
- C.C.11 Delivery and Acceptance**
- 11.1 The Supplier must provide the Goods and/or Services as specified in the Contract and meet any requirements and standard specified in the Contract.
- 11.2 The Supplier must promptly notify the Customer if the Supplier becomes aware that it will be unable to provide all or part of the Goods and/or Services specified in the Contract and advise the Customer when it will be able to do so.
- 11.3 Any Goods must be delivered free from any security interest. Unless otherwise stated in the Contract, Goods must be new and unused. Any Services must be provided to the higher of the standard that would be expected of an experienced, professional supplier of similar services and any standard specified in the Contract.
- 11.4 The Customer may reject the Goods and/or Services within ten (10) Business Days after delivery or such longer period specified in the Contract ("Acceptance Period"), if the Goods and/or Services do not comply with the requirements of the Contract.
- 11.5 If during the Acceptance Period circumstances outside the Customer's reasonable control cause a delay in the Customer's evaluation of the compliance of the Goods and/or Services with the Contract, the Customer may give the Supplier a Notice before the end of the original Acceptance Period, setting out the reason for the delay and the revised Acceptance Period date (which must be reasonable having regard to the circumstances causing the delay).
- 11.6 If the Customer does not notify the Supplier of rejection within the Acceptance Period (as extended if applicable), the Customer will be taken to have accepted the Goods and/or Services, though the Customer may accept the Goods and/or Services sooner. Title to Goods transfers to the Customer only on acceptance.
- 11.7 If the Customer rejects the Goods and/or Services, the Customer must issue a Notice clearly stating the reason for rejection and the remedy the Customer requires. No payment will be due for rejected Goods and/or Services until their acceptance.
- C.C.12 Licences Approvals and Warranties**
- 12.1 At no cost to the Customer, the Supplier must obtain and maintain all Intellectual Property Rights, licences or other approvals required for the lawful provision of the Goods and/or Services and arrange any necessary customs entry for any Goods.
- 12.2 The Supplier must provide the Customer with all relevant third party warranties in respect of Goods. If the Supplier is a manufacturer, the Supplier must provide the Customer with all standard manufacturer's warranties in respect of the Goods it has manufactured and supplied.
- 12.3 To the extent permitted by laws and for the benefit of the Customer, the Supplier consents, and must use its best endeavours to ensure that each author of Material consents in writing, to the use by the Customer of the Material, even if the use may otherwise be an infringement of their Intellectual Property Rights and/or Moral Rights.
- C.C.13 Specified Personnel**
- 13.1 The Supplier must ensure that the Specified Personnel set out in the Contract (if any) perform the part of the Services specified in that item. The Supplier must ensure that Specified Personnel (if any) are not replaced without the prior written consent of the Customer. The Customer's written consent will not be unreasonably withheld.
- 13.2 At the Customer's reasonable request, the Supplier, at no additional cost to the Customer, must as soon as reasonably practicable replace

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- any Specified Personnel that the Customer reasonably considers:
- a) is not performing the Supplier's obligations under the Contract to the standard or within the timeframe reasonably required by the Customer
 - b) is not a fit and proper person, or
 - c) is not suitably qualified to perform the Services.
- 13.3 Any Specified Personnel must be replaced with personnel that are acceptable to the Customer.
- C.C.14 Liability of the Supplier**
- 14.1 The Supplier will indemnify the Customer for any damage claim, cost or loss resulting from any negligent or wilful breach of its obligations or representations under the Contract by the Supplier or its officers, employees, agents or Subcontractors.
- 14.2 The Supplier's obligation to indemnify the Customer will reduce proportionally to the extent that the Customer has contributed to the claim, cost or loss.
- 14.3 Where the Supplier is a member of a scheme operating under Schedule 4 of the *Civil Law (Wrongs) Act 2002 (ACT)*, or any corresponding Commonwealth, State, Territory or legislation that limits civil liability arising from the performance of their professional services, and where that scheme applies to the Goods and/or Services delivered under the Contract, the Supplier's liability under this clause shall not exceed the maximum amount specified by that scheme or legislation.
- 14.4 The Supplier will maintain adequate insurances for the Contract and provide the Customer with proof when reasonably requested.
- C.C.15 Termination or Reduction for Convenience**
- 15.1 In addition to any other rights either Party has under the Contract,
- a) the Customer acting in good faith, may at any time, or
 - b) the Supplier, acting in good faith, may notify that it wishes to,
- terminate the Contract or reduce the scope or quantity of the Goods and/or Services by providing a Notice to the other Party.
- 15.2 If the Supplier issues a Notice under this clause, the Supplier must comply with any reasonable directions given by the Customer. The Contract will terminate, or the scope will be reduced in accordance with the Notice, when the Supplier has complied with all of those directions.
- 15.3 If the Customer issues a Notice under this clause, the Supplier must stop or reduce work in accordance with the Notice and comply with any reasonable directions given by the Customer.
- 15.4 In either case, the Supplier must mitigate all loss and expenses in connection with the termination or reduction in scope (including the costs of its compliance with any directions). The Customer will pay the Supplier for Goods and/or Services accepted in accordance with C.C.11 [Delivery and Acceptance] and the Contract before the effective date of termination or reduction.
- 15.5 If the Customer issues a Notice under this clause, the Customer will also pay the Supplier for any reasonable costs the Supplier incurs that are directly attributable to the termination or reduction, provided the Supplier substantiates these costs to the satisfaction of the Customer.
- 15.6 Under no circumstances will the total of all payments to the Supplier exceed the Contract Price. The Supplier will not be entitled to loss of anticipated profit for any part of the Contract not performed.
- C.C.16 Termination for Cause**
- 16.1 The Customer may issue a Notice to immediately terminate or reduce the scope of the Contract if:
- a) the Supplier does not deliver the Goods and/or Services as specified in the Contract, or notifies the Customer that the Supplier will be unable to deliver the Goods and/or Services as specified in the Contract
 - b) the Customer rejects the Goods and/or Services in accordance with C.C.11 [Delivery and Acceptance] and the Goods and/or Services are not remedied as required by the Notice of rejection
 - c) the Supplier breaches a material term of the Contract and the breach is not capable of remedy
 - d) the Supplier does not remediate a material breach of the Contract which is capable of remediation within the period specified by the Customer in a Notice of default issued to the Supplier, or
 - e) subject to the Customer complying with any requirements in the *Corporations Act 2001 (Cth)*, the Supplier:
 - i. is unable to pay all its debts when they become due
 - ii. if incorporated – has a liquidator, receiver, administrator or other controller appointed or an equivalent appointment is made under legislation other than the *Corporations Act 2001 (Cth)*, or
 - iii. if an individual – becomes bankrupt or enters into an arrangement under *Part IX or Part X of the Bankruptcy Act 1966 (Cth)*.
- 16.2 Termination of the Contract under this clause does not change the Customer's obligation to pay any Correctly Rendered Invoice.
- C.C.17 Supplier Payments**
- 17.1 If the Supplier is required to submit an invoice to trigger payment, the invoice must be a Correctly Rendered Invoice.
- 17.2 The Supplier must promptly provide to the Customer such supporting documentation and other evidence reasonably required by the Customer to substantiate performance of the Contract by the Supplier.

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- 17.3 Payment of any invoice is payment on account only, and does not substantiate performance of the Contract.
- 17.4 If the Supplier owes any amount to the Customer in connection with the Contract, the Customer may offset that amount, or part of it, against its obligation to pay any Correctly Rendered Invoice.
- C.C.18 Dispute Resolution**
- 18.1 For any dispute arising under the Contract both the Supplier and the Customer agree to comply with (a) to (e) of this clause sequentially:
- both Contract Managers will try to settle the dispute by direct negotiation
 - if unresolved within five (5) Business Days, the Contract Manager claiming that there is a dispute will give the other Contract Manager a Notice setting out details of the dispute and proposing a solution. The date the dispute Notice is issued will be the date of the Notice ("Notice Date")
 - if the proposed solution is not accepted by the other Contract Manager within five (5) Business Days of the Notice Date, each Contract Manager will nominate a more senior representative, who has not had prior direct involvement in the dispute. These representatives will try to settle the dispute by direct negotiation
 - failing settlement within twenty (20) Business Days of the Notice Date, the Customer will, without delay, refer the dispute to an appropriately qualified mediator selected by the Customer or, at the Customer's discretion, to the chairperson of an accredited mediation organisation to appoint a mediator, for mediation to commence within thirty (30) Business Days of the Notice Date or such other period as agreed by the Parties, and
 - If the dispute is not resolved within sixty (60) Business Days of the Notice Date, either the Supplier or the Customer may commence legal proceedings or, by agreement, continue the mediation process for a period agreed by the Parties.
- 18.2 Representatives for the Supplier and the Customer must attend the mediation. The nominated representatives must have the authority to bind the relevant Party and act in good faith to genuinely attempt to resolve the dispute.
- 18.3 The Supplier and the Customer will each bear their own costs for dispute resolution. The Customer will bear the costs of a mediator.
- 18.4 Despite the existence of a dispute, the Supplier will continue their performance under the Contract unless requested in writing by the Customer not to do so.
- 18.5 This procedure for dispute resolution does not apply to action relating to C.C.16 [Termination for Cause] or to legal proceedings for urgent interlocutory relief.
- C.C.19 Transition In**
- 19.1 The Supplier must perform all tasks reasonably required to facilitate the smooth transition of the provision of the Goods and/or Services from any outgoing supplier to the Supplier.
- C.C.20 Transition Out**
- 20.1 If the Contract expires or is terminated under C.C.16 [Termination for Cause] the Supplier must comply with any reasonable directions given by the Customer in order to facilitate the smooth transition of the provision of the Goods and/or Services to the Customer or to another supplier nominated by the Customer.
- C.C.21 Compliance with Law and Policy**
- 21.1 The Supplier must comply with, and ensure its officers, employees, agents and Subcontractors comply with all laws applicable to the performance of this Contract and warrants that it will not cause the Customer to breach any laws.
- 21.2 The Supplier must comply with, and ensure its officers, employees, agents and Subcontractors comply with any Commonwealth policies relevant to the Goods and/or Services.
- 21.3 The Supplier agrees to provide such reports and other information regarding compliance with applicable law and Commonwealth policy as reasonably requested by the Customer or as otherwise required by applicable law or policy.
- 21.4 If the Supplier becomes aware of any actual or suspected breach of the requirements set out in 21.A to 21.J below, or any other applicable law or Commonwealth policy, it must:
- immediately report it to the Customer and provide a written report on the matter within three (3) Business Days unless otherwise set out in these Terms, and
 - comply with any reasonable directions by the Customer in relation to any investigation or further reporting of the actual or suspected breach.
- 21.A Access to Supplier's Premises and Records**
- A.1 The Supplier must maintain and ensure its Subcontractors maintain proper business and accounting records relating to the supply of the Goods and/or Services and performance of the Contract.
- A.2 The Supplier agrees to provide to the Customer, or its nominee, access to the Supplier's or its Subcontractor's premises, personnel, computer systems, documents and other records, and all assistance reasonably requested, for any purpose associated with the Contract or any review of the Supplier's or the Customer's performance under the Contract, including in connection with a request made under the *Freedom of Information Act 1982 (Cth)* or an audit or review by the Australian National Audit Office.
- A.3 Unless the access is required for an urgent purpose, the Customer will provide reasonable prior notice to the Supplier.
- A.4 If requested by the Supplier, the Customer will reimburse the Supplier's substantiated reasonable

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- cost for complying with the Customer's request, unless the access is required for the purpose of a criminal investigation into the Supplier, its officers, employees, agents or Subcontractors.
- A.5** The Supplier must not transfer, or permit the transfer of, custody or ownership, or allow the destruction, of any Commonwealth record (as defined in the *Archives Act 1983* (Cth)) without the prior written consent of the Customer. All Commonwealth records, including any held by Subcontractors, must be returned to the Customer at the conclusion of the Contract.
- 21.B Privacy Act 1988 (Cth) Requirements**
- B.1** In providing the Goods and/or Services, the Supplier agrees to comply, and to ensure that its officers, employees, agents and Subcontractors comply with the *Privacy Act 1988* (Cth) and not to do anything, which if done by the Customer would breach an Australian Privacy Principle as defined in that Act.
- 21.C Notifiable Data Breaches**
- C.1** If the Supplier suspects that there may have been an Eligible Data Breach in relation to any Personal Information held by the Supplier as a result of the Contract, the Supplier must:
- a) immediately report it to the Customer and provide a written report within three (3) Business Days, and
 - b) carry out an assessment in accordance with the requirements of the *Privacy Act 1988* (Cth).
- C.2** Where the Supplier is aware that there has been an Eligible Data Breach in relation to the Contract, the Supplier must:
- a) take all reasonable action to mitigate the risk of the Eligible Data Breach causing serious harm to any individual to whom the Personal Information relates
 - b) take all other action necessary to comply with the requirements of the *Privacy Act 1988* (Cth), and
 - c) take any other action as reasonably directed by the Customer.
- 21.D Personal Information**
- D.1** The Supplier agrees to provide the Customer, or its nominee, relevant information (including personal information) relating to the Supplier, its officers, employees, agents or Subcontractors, for the purposes of preventing, detecting, investigating or dealing with a fraud or security incident relating to a Contract.
- D.2** When providing personal information of a natural person under this clause, the Supplier warrants it will have obtained the consent of or provided reasonable notification to the person in accordance with the *Privacy Act 1988* (Cth).
- D.3** Nothing in these clauses limits or derogates from the Supplier's obligations under the *Privacy Act 1988* (Cth).
- 21.E Confidential Information**
- E.1** The Supplier agrees not to disclose to any person, other than the Customer, any Confidential Information relating to the Contract or the Goods and/or Services, without prior written approval from the Customer.
- E.2** This obligation will not be breached where:
- a) the relevant information is publicly available (other than through breach of a confidentiality or non-disclosure obligation), or
 - b) the Supplier is required by law, an order of the court or a stock exchange to disclose the relevant information, but any such request must be reported by Notice to the Customer without delay and the text of the disclosure provided in writing to the Customer as soon as practicable.
- E.3** The Customer may at any time require the Supplier to arrange for its officers, employees, agents or Subcontractors to give a written undertaking relating to nondisclosure of the Customer's Confidential Information in a form acceptable to the Customer.
- E.4** The Customer will keep any information in connection with the Contract confidential to the extent it has agreed in writing to keep such specified information confidential.
- E.5** The Customer will not be in breach of any confidentiality agreement if the Customer discloses the information for the purposes of managing the Contract or if it is required to disclose the Information by law, a Minister or a House or Committee of Parliament, or for accountability or reporting purposes.
- 21.F Security and Safety**
- F.1** When accessing any Commonwealth place, area or facility, the Supplier must comply with any security and safety requirements notified to the Supplier by the Customer or of which the Supplier is, or should reasonably be aware. The Supplier must ensure that its officers, employees, agents and Subcontractors are aware of, and comply with, such security and safety requirements.
- F.2** If directed by the Customer, the Supplier and its officers, employees, agents and Subcontractors are required to undertake a security briefing prior to being able to work inside a Commonwealth office, area or facility.
- F.3** The Supplier must ensure that all information, material and property provided by the Customer for the purposes of the Contract is protected at all times from unauthorised access, use by a third party, misuse, damage and destruction and is returned as directed by the Customer.
- F.4** The Supplier acknowledges that unauthorised disclosure of security-classified information is an offence. Legislation (including the *Criminal Code Act 1995* (Cth)) contains provisions relating to the protection of certain information and sets out the penalties for the unauthorised disclosure of that information.

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21.G Criminal Code		
G.1	The Supplier acknowledges that the giving of false or misleading information to the Commonwealth is a serious offence under section 137.1 of the schedule to the <i>Criminal Code Act 1995</i> (Cth).	
G.2	The Supplier must ensure that its officers, employees, agents and Subcontractors engaged in connection with the Contract are aware of the information contained in this clause.	
21.H Fraud		
H.1	The Supplier must take all reasonable steps to prevent and detect Fraud in relation to the performance of this Contract. The Supplier acknowledges the occurrence of Fraud will constitute a breach of this Contract.	
H.2	If an investigation finds that the Supplier or its officers, employees, agents or Subcontractors have committed Fraud, or the Supplier has failed to take reasonable steps to prevent Fraud, the Supplier must reimburse or compensate the Customer in full.	
21.I Taxation		
I.1	The Supplier agrees to comply, and to require its subcontractors to comply, with all applicable laws relating to taxation.	
21.J Public Interest Disclosure		
J.1	The Supplier must familiarise itself with the <i>Public Interest Disclosure Act 2013</i> (Cth) and acknowledges that public officials, including service providers and their Subcontractors under a Commonwealth contract, who suspect wrongdoing within the Commonwealth public sector may raise their concerns under the <i>Public Interest Disclosure Act 2013</i> (Cth).	
J.2	Information for disclosers is available at https://www.ombudsman.gov.au/Our-responsibilities/making-a-disclosure .	
21.K National Anti-Corruption Commission Act 2022 (Cth) Requirements		
K.1	The Supplier acknowledges that in providing the Goods and/or Services to the Customer under the Contract, it is a contracted service provider for the purposes of the <i>National Anti-Corruption Commission Act 2022</i> (Cth) (NACC Act).	
K.2	The Supplier must comply with any reasonable request, policy or direction issued by the Customer and otherwise cooperate with the Customer in relation to any action taken by the Customer required or authorised by the NACC Act.	
C.C.22 Notification of Significant Events		
22.1	The Supplier must immediately issue the Customer a Notice on becoming aware of a Significant Event.	this occurs the Supplier must issue a Notice under clause 22.1 in relation to the event within three (3) Business Days of being notified by the Customer.
22.2	The Notice issued under clause 22.1 must provide a summary of the Significant Event, including the date that it occurred and whether any Specified Personnel or other personnel engaged in connection with the Goods and/or Services were involved.	22.4 Where reasonably requested by the Customer, the Supplier must provide the Customer with any additional information regarding the Significant Event within three (3) Business Days of the request.
22.3	The Customer may notify the Supplier in writing that an event is to be considered a Significant Event for the purposes of this clause, and where	22.5 If requested by the Customer, the Supplier must prepare a draft remediation plan and submit that draft plan to the Customer's Contract Manager for approval within ten (10) Business Days of the request.
		22.6 A draft remediation plan prepared by the Supplier under clause 22.5 must include the following information:
		a) how the Supplier will address the Significant Event in the context of the Goods and/or Services, including confirmation that the implementation of the remediation plan will not in any way impact on the delivery of the Goods and/or Services or compliance by the Supplier with its other obligations under the Contract, and
		b) how the Supplier will ensure events similar to the Significant Event do not occur again, and
		c) any other matter reasonably requested by the Customer.
		22.7 The Customer will review the draft remediation plan and either approve the draft remediation plan or provide the Supplier with the details of any changes that are required. The Supplier must make any changes to the draft remediation plan reasonably requested by the Customer and resubmit the draft remediation plan to the Customer for approval within three (3) Business Days of the request unless a different timeframe is agreed in writing by the Customer. This clause 22.7 will apply to any resubmitted draft remediation plan.
		22.8 Without limiting its other obligations under the Contract, the Supplier must comply with the remediation plan as approved by the Customer. The Supplier agrees to provide reports and other information about the Supplier's progress in implementing the remediation plan as reasonably requested by the Customer.
		22.9 A failure by the Supplier to comply with its obligations under this clause C.C.22 will be a material breach of the Contract. The Customer's rights under this clause C.C.22 are in addition to and do not otherwise limit any other rights the Customer may have under the Contract. The performance by the Supplier of its obligations under this clause C.C.22 will be at no additional cost to the Customer.



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 Commonwealth Contracting Suite Glossary and Interpretation

Glossary

In the Commonwealth Contracting Suite (CCS):

“Additional Contract Terms” means the terms and conditions set out in the section of the Approach to Market, RFQ or the Contract as relevant with the heading ‘Additional Contract Terms’.

“Additional DoSO Terms” means the terms and conditions set out in the section of the DoSO with the heading ‘Additional DoSO Terms’.

“Approach to Market” or “ATM” means the notice inviting Potential Suppliers to participate in the relevant procurement.

“Business Days” means a day that is not a Saturday, a Sunday or a public holiday or bank holiday in the place concerned, as defined by the *Corporations Act 2001* (Cth), and also excludes the period between Christmas Day and New Year’s Day.

“Closing Time” means the closing time and date as specified in the Approach to Market.

“Commonwealth Contracting Suite” or “CCS” means the suite of proprietary documents developed for Commonwealth procurements.

“Commonwealth Procurement Rules” means the legislative instrument issued by the Finance Minister under section 105B of the *Public Governance, Performance and Accountability Act 2013* (PGPA Act), which establishes the framework under which entities govern and undertake their own procurement.

“Confidential Information” means any information that any Party does not wish to be shared outside those involved in the Contract or Standing Offer Arrangement. It can include anything that has been acquired, developed or made available to any of the Parties in the course of the relationship between the Parties. It includes, but is not limited to, information:

- a) specifically identified as confidential in the Contract or DoSO
- b) where disclosure would cause unreasonable detriment to the owner of the information or another party, or
- c) where the information was provided under an understanding that it would remain confidential.

“Conflicts of Interest” means any real or apparent situation where the personal interests of the Supplier, its officers, employees, agents or Subcontractors could improperly influence the Supplier’s performance of the Contract or DoSO as relevant.

“Contract” means the documents (specified in the Commonwealth Contract Terms or the Commonwealth Purchase Order Terms as relevant) as executed or amended from time to time by agreement in writing between the Supplier and the Customer.

“Contract Details Schedule” means the section in a Contract Issued under the DoSO with the heading ‘Contract Details Schedule’.

“Contract Manager” means the ‘Contract Manager’ for the Customer or Supplier representative (as relevant) specified in the Contract.

“Contract Price” means the maximum contract price specified in the Contract, including any GST component payable, but does not include any simple interest payable on late payments.

“Correctly Rendered Invoice” means an invoice that:

- a) is correctly addressed and includes any purchase order number or other Customer reference advised by the Customer’s Contract Manager and the name and specified contact details of the Customer’s Contract Manager
- b) relates only to the Goods and/or Services that have been accepted by the Customer in accordance with the Contract or a payment or milestone schedule identified in the Contract
- c) is correctly calculated and charged in accordance with the Contract
- d) is for an amount which, together with previously Correctly Rendered Invoices, does not exceed the Contract Price, and
- e) is a valid tax invoice in accordance with the GST Act.

“Customer” means the party specified in the Contract as the Customer.

“Deed of Standing Offer” or “DoSO” means the documents (specified in the Commonwealth DoSO Terms) as executed or amended by agreement in writing between the Lead Customer and the Supplier.

“Delivery and Acceptance” means the process by which Goods and/or Services are delivered to the Customer and accepted by the Customer as meeting the terms specified in the Contract.

Commonwealth Contracting Suite Glossary and Interpretation

“DoSO Manager” means the ‘DoSO Manager’ for the Lead Customer or Supplier representative (as relevant) specified in the DoSO.

“Electronic Invoicing” or “eInvoicing” means the automated exchange of invoices directly between the Customer and Supplier’s software or financial systems via the Peppol network, as long as both Parties are Peppol eInvoicing enabled.

“Eligible Data Breach” means an ‘Eligible Data Breach’ as defined in the *Privacy Act 1988* (Cth).

“End Date” means the date specified in the Contract or DoSO (as relevant) on which the agreement ceases.

“Fraud” means dishonestly obtaining a benefit from the Commonwealth or causing a loss to the Commonwealth by deception or other means and includes alleged, attempted, suspected or detected fraud.

“General Interest Charge Rate” means the general interest charge rate determined under section 8AAD of the *Taxation Administration Act 1953* (Cth) on the day payment is due, expressed as a decimal rate per day.

“Goods and/or Services” means:

- a) the Goods and/or Services and any Material, and
- b) all such incidental Goods and/or Services that are reasonably required to achieve the Requirement of the Customer,

as specified in the Contract and, where relevant, offered under a Standing Offer Arrangement.

“GST” means a Commonwealth goods and services tax imposed by the GST Act.

“GST Act” means *A New Tax System (Goods and Services Tax) Act 1999* (Cth).

“Indigenous Procurement Policy” means the procurement connected policy as described at the National Indigenous Australians Agency website <https://www.niaa.gov.au/resource-centre/indigenous-affairs/indigenous-procurement-policy>.

“Intellectual Property Rights” means all Intellectual property rights which may subsist in Australia or elsewhere, whether or not they are current or future or registered or capable of being registered, including without limitation in relation to, copyright, designs, trade marks (including unregistered marks), business and company names, domain names, databases, circuit layouts, patents, inventions, discoveries, know-how, trade secrets and confidential information, but excluding Moral Rights.

“Lead Customer” means the party specified in the DoSO as the Lead Customer.

“Material” means any material used or brought into existence as a part of, or for the purpose of producing the Goods and/or Services, and includes but is not limited to documents, equipment, information or data stored by any means.

“Moral Rights” means the rights in Part IX of the *Copyright Act 1968* (Cth), including the right of attribution, the right against false attribution and the right of integrity.

“Notice” means an official notice or communication under the Contract or DoSO (as relevant) in writing, from one Contract or DoSO Manager to the other Contract or DoSO Manager (as the case may be), at the postal address, or email address, or facsimile number set out in the Contract or DoSO or as notified by the relevant Party.

“Peppol” means the Pan-European Public Procurement On-Line framework as described at the Australian Taxation Office website <https://www.ato.gov.au/Business/eInvoicing/Peppol/>.

“Party” or “Parties” means (as relevant) the Customer and Supplier specified in the Contract or the Lead Customer and Supplier specified in the DoSO.

“Personal Information” means information relating to a natural person as defined in the *Privacy Act 1988* (Cth).

“Potential Customer” means an Australian Government entity that is identified within the DoSO as being able to use the Standing Offer Arrangement.

“Potential Supplier” means any entity who is eligible to respond to an ATM.

“Pricing Schedule” means a schedule of maximum pricing rates that a Supplier can offer in an RFQ for Goods and/or Services as set out in the DoSO.

“Public Interest Certificate” means a certificate issued under section 22 of the *Government Procurement (Judicial Review) Act 2018* (Cth).

“Referenced Material” means any materials referenced in the ATM, including but not limited to, reports, plans, drawings or samples.

“Request for Quote” or “RFQ” means any notice inviting quotations to provide specific Goods and/or Services under the DoSO.

Commonwealth Contracting Suite Glossary and Interpretation

“Required Capabilities” means:

- a) in the DoSO ATM, the description of the Lead Customer’s required Goods and/or Services. These may be categorised into several descriptions of Required Capabilities.
- b) in the DoSO, the description of the Goods and/or Services that a Supplier is approved to offer.

“Requirement” means the description of the Goods and/or Services in:

- a) for the purposes of the Commonwealth ATM Terms, the section of the Approach to Market with the heading ‘The Requirement’
- b) for the purposes of the Commonwealth Contract Terms, the section of the Contract with the heading ‘The Requirement’, or
- c) for the purposes of the Commonwealth Purchase Order Terms, the Customer’s purchase order or similar ordering document setting out the Goods and/or Services.

“Response” means Information provided by a Potential Supplier or Supplier demonstrating their capacity and capability to:

- a) provide the Requirement under the ATM or Request for Quote, or
- b) meet a Required Capability under the DoSO ATM.

“Satisfactory” in relation to the Shadow Economy Policy only, means the Statement of Tax Record meets the conditions set out in Part 6.b of the Shadow Economy Policy or, if the circumstances in Part 6.c of the Shadow Economy Policy apply, the conditions set out in Part 8 of the Shadow Economy Policy.

“Shadow Economy Policy” means the *Shadow economy – increasing the integrity of government procurement: Procurement connected policy guidelines March 2019* available at <https://treasury.gov.au/publication/p2019-t369466>.

“Significant Event” means:

- a) any adverse comments or findings made by a court, commission, tribunal or other statutory or professional body regarding the conduct or performance of the Supplier or its officers, employees, agents or Subcontractors that impacts or could be reasonably perceived to impact on their professional capacity, capability, fitness or reputation, or
- b) any other significant matters, including the commencement of legal, regulatory or disciplinary action involving the Supplier or its officers, employees, agents or Subcontractors, that may adversely impact on compliance with Commonwealth policy and legislation or the Commonwealth’s reputation.

“Specified Personnel” means personnel specified in the Contract, or who are accepted by the Customer in accordance with clause C.C.13 [Specified Personnel].

“Standing Offer Arrangement” means the DoSO arrangement, any Contract that is executed under the DoSO and any other document that applies to it.

“Standing Offer Details” means the section of the DoSO with the heading ‘Standing Offer Details’.

“Statement of Requirement” means the section of the Approach to Market with the heading ‘Statement of Requirement’.

“Statement of Tax Record” means a statement of tax record issued by the Australian Taxation Office following an application made in accordance with the process set out at https://www.ato.gov.au/Business/Bus/Statement-of-tax-record/?page=1#Requesting_an_STR.

“Statement of Work” means the section or schedule of the Contract (as the case may be) with the heading ‘Statement of Work’.

“Subcontractor” means an entity contracted by the Supplier to supply some or all of the Goods and/or Services required under the Contract.

“Supplier” means a party specified in the Contract or the DoSO as the Supplier.

“Valid” in relation to the Shadow Economy Policy only, means the Statement of Tax Record is valid in accordance with Part 7.e of the Shadow Economy Policy.

Commonwealth Contracting Suite Glossary and Interpretation

Interpretation

In the Commonwealth Contracting Suite, unless stated otherwise:

- a) if any word or phrase is given a defined meaning, any other part of speech or other grammatical form of that word or phrase has a corresponding meaning
- b) words in the singular include the plural and words in the plural include the singular
- c) the words 'including', 'such as', 'particularly' and similar expressions are not used as and are not intended to be interpreted as words of limitation
- d) a reference to dollars is a reference to Australian dollars
- e) a reference to any legislation or legislative provision includes any statutory modification, substitution or re-enactment of that legislation or legislative provision
- f) clause headings are for reference only and have no effect in limiting or extending the language of the terms to which they refer, and
- g) the following clause references used in Commonwealth Contracting Suite documents refer to that section or part of the relevant CCS document listed in the table below:

Clause Reference	Section / Part	CCS Document
A.A.[x]	Statement of Requirement	CCS Approach to Market (ATM)
A.B.[x]	Commonwealth Approach to Market (ATM) Terms	
A.C.[x]	Additional Contract Terms	
C.A.[x]	Statement of Work	Commonwealth Contract
C.B.[x]	Additional Contract Terms	
C.C.[x]	Commonwealth Contract Terms	
		<i>NOTE: Where relevant, this also forms part of a Contract formed under a DoSO.</i>
P.C.[x]	Commonwealth Purchase Order Terms	Commonwealth Purchase Order Terms
D.A.[x]	CCS DoSO ATM	CCS Deed of Standing Offer (DoSO)
D.B.[x]	Commonwealth DoSO ATM Terms	
D.C.[x]	DoSO ATM Response Form	
D.D.[x]	CCS DoSO	
D.D.3(x)	Additional DoSO Terms	
D.E.[x]	Commonwealth DoSO Terms	
R.A.[x]	Schedule 1 - Statement of Work	CCS DoSO RFQ and Contract
R.B.[x]	Schedule 2 - Additional Contract Terms	
R.C.[x]	Schedule 3 - Supplier's Response Form	
R.D.[x]	Contract Details Schedule	

Contract Signing Page

The Parties agree that by signing this Commonwealth Contract – Services, they enter into a Contract comprising:

- a) Additional Contract Terms (if any)
- b) Statement of Work
- c) Commonwealth Contract Terms
- d) Commonwealth Contracting Suite Glossary and Interpretation
- e) Contract Annex 1 – Supplementary Information (if any).

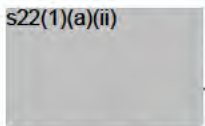
EXECUTED as an Agreement

Signed for and on behalf of the **Commonwealth of Australia** as represented by Department of Infrastructure, Transport, Regional Development and Communications and the Arts

ABN 86 267 354 017 by its duly authorised delegate in the presence of

Signature of witness

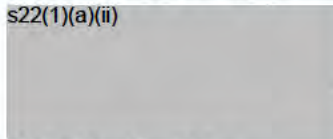
s22(1)(a)(ii)



Belinda Jeffery

Signature of delegate

s22(1)(a)(ii)



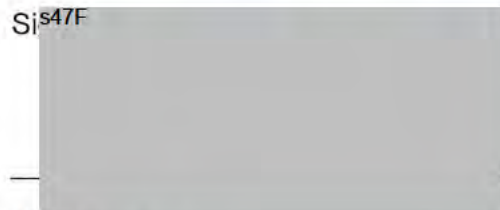
Brendon Buckley

Assistant Secretary

Date: 4 October 2023

Executed by Source Nation Pty Ltd **ACN** 625 733 511 **ABN** 57 625 733 511 in accordance with Section 127 of the *Corporations Act 2001* **ARNB** 625 733 511:

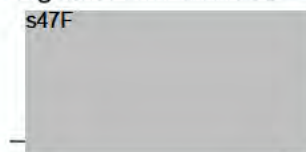
S; s47F



s47F Crawford

Signature of witness

s47F



s47F

Date: 4 October 2023

Released under the Freedom of Information Act 1982 by the Department of Infrastructure, Transport, Regional Development, Communications and the Arts

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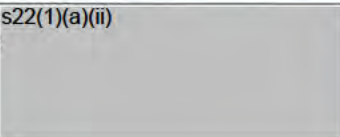


Australian Government
Department of Infrastructure, Transport,
Regional Development, Communications and the Arts

TO: Brendon Buckley, Assistant Secretary, Aviation White Paper Taskforce

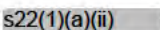
Timing: Thursday 16 November 2023


Subject: Approval to undertake a variation for contract ref 10027721 – Aviation White Paper First Nations Advisor

Recommendations:	
That you:	
(a) AGREE to vary the contract with Source Nation Pty Ltd for the provision of Aviation White Paper First Nations Advisor services.	Agreed / Not Agreed
(b) NOTE this variation is a decrease to the existing spending approval provided under s23.3 of the <i>Public Governance, Performance and Accountability Act 2013</i> (PGPA Act), from \$111,650 (GST incl.) to \$51,040 (GST incl.).	Noted / Please Discuss
(c) NOTE this variation has no impact to the contract completion date.	Noted / Please Discuss
(d) NOTE the Deed of Variation to be sent to Source Nation Pty Ltd as per Attachment A .	Noted / Please Discuss
(e) NOTE that, following your written agreement to this variation, approval will be required via the myWorkplace Procurement Solution (SAP).	Noted / Please Discuss
Signatory: s22(1)(a)(ii) 	Date: 16/11/23
Comments:	

Released under the Freedom of Information Act 1982 by the Department of Infrastructure, Transport, Regional Development, Communications and the Arts

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Contact Name: s22(1)(a)(ii) 
Position: A/g Director

Contact Number: 02 6274 s22()
Section: Aviation White Paper Project Office

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Legislative assessment and authority:

Budget appropriation?	The funding source for this process has not changed and will be sourced from the Aviation White Paper Project Office budget (cost centre 32162).
Appropriate to approve under s 23 of the <i>Public Governance, Performance and Accountability Act 2013</i> (PGPA Act)?	<p>Yes. This procurement proposal represents a proper use of relevant money, in accordance with the purposes of the PGPA Act.</p> <p>'Proper' is defined as efficient, effective, economical and ethical.</p> <p>Decisions to commit relevant money and to enter into arrangements are subject to the requirements of the PGPA Act. If you approve these recommendations, this Minute will represent the written record of your approval of:</p> <p>(a) the commitment of relevant money; and</p> <p>(b) the entering into an arrangement in this matter,</p> <p>for the purposes of section 23 of the PGPA Act and rule 18 of the PGPA Rule.</p> <p>A commitment proposal should only be approved if the approver is satisfied (amongst other things) that the proposed commitment represents value for money and the arrangement promotes the proper use and management of public resources (which includes relevant money).</p>
Delegations authority available?	The <i>Accountable Authority Delegations (No. 2) 2021</i> provides you, as an SES Band 1, authority to approve commitments of relevant monies up to the availability of funds.

Background:

1. In July 2023, the Aviation White Paper Taskforce directly approached Source Nation Pty Ltd for the provision of First Nations Advisor services for the Aviation White Paper.
2. A Contract with Source Nation Pty Ltd was executed on 4 October 2023. The current value is \$111,650 (GST incl.) and expires on 15 December 2023.

Key Issues:

3. The Department needs to amend the existing contract due to difficulty engaging with First Nations people and communities following the referendum.
4. The Commonwealth Procurement Framework provides that a Contract must not be varied where it would amount to a significant change to the underlying arrangement or significantly vary the scope of the arrangement where:
 - a. the Contract has expired;
 - b. other potential suppliers may have responded differently to the amended scope in the original tendering process which may have resulted in a different value for money outcome; or
 - c. the variation may compromise the value for money assessment

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5. The proposed variation will result in changes to the existing contract scope to:
 - a. remove co-facilitation of in-person and virtual First Nations roundtable sessions;
 - b. include one-on-one virtual engagement to enable consultation with identified participants across Australia; and
 - c. include the provision of a final report to the department following all engagement sessions.

Budget Considerations

6. The variation will result in the Contract value to decrease from \$116,650 (GST incl.) to \$51,040 (GST incl.).
7. Spending authorisation under the *Public Governance, Performance and Accountability Act 2013* (PGPA Act) was previously granted by you on 27 September 2023 for up to a total of value of \$111,650 (GST incl.), covering the period until 15 December 2023.
8. As this variation will reduce the total spend, revised spending authorisation under the PGPA Act is not required.

Value for Money Assessment

9. Having regard to all relevant factors, the Aviation White Paper Project Office determines that the need to vary the current arrangement represents value for money to the Commonwealth, noting the proposed variation is aligned to the objectives and outcomes of the original procurement process.
10. A Deed of Variation to formalise the amendments is at **Attachment A**.

AusTender Amendment

11. The proposed variation will require an amendment to the existing contract notice on AusTender which will be managed by the Corporate Procurement team.

§22(1)(a)(ii)

A/g Director, Aviation White Paper Project Office

Phone: 02 6274 §22(1)

Attachment A: Deed of Variation



Australian Government

**Department of Infrastructure, Transport,
Regional Development, Communications and the Arts**

DEED OF VARIATION

DEED OF VARIATION (NO.10027721)

The Commonwealth of Australia as represented by the Department of
Infrastructure, Transport, Regional Development Communications and
the Arts

ABN 86 267 354 017

SOURCE NATION PTY LTD

ACN 625 733 511

ABN 57 625 733 511

CONTENTS

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3.2.	Costs and Stamp Duty	3

DEED OF VARIATION

Deed of Variation No.10027721 in relation to the provision of First Nations Advisor services for the Aviation White Paper.

Parties

This Deed of Variation is made between and binds the following parties:

1. **The Commonwealth of Australia** as represented by the Department of Infrastructure, Transport, Regional Development Communications and the Arts ABN 86 267 354 017, 111 Alinga Street, Canberra, Australian Capital Territory (**Commonwealth**)

Source Nation Pty Ltd, ABN 57 625 733 511 of Level 1, 11-17 Swanson Street, Belconnen ACT 2617.
(**Service Provider**)

Context

- A. The parties entered into the Contract for the provision of First Nations Advisor services for the Aviation White Paper.
- B. The Department elected to formally engage Source Nation Pty Ltd to provide these services.
- C. The parties agree to vary the Contract in accordance with the terms of this Deed.

Operative provisions

The parties to this Deed agree as follows:

1. Interpretation

1.1. Definitions

1.1.1. In this Deed, unless the context indicates otherwise:

Contract	means the Contract for the provision of First Nations Advisor services for the Aviation White Paper.
Deed	means this Deed of Variation and any other documents expressly identified as forming a part of this Deed.

2. Variation

2.1. Variation to the Contract

The Parties agree that the Contract is varied as follows:

- (a) Amend Clause C.A.2 to remove co-facilitation of in-person and virtual First Nations roundtable sessions, add one-on-one virtual engagement to enable consultation with identified participants across Australia, and include the provision of a final report to the department following all engagement sessions:

"Working closely with the department, the Service Provider will be required to engage with First Nations people and communities on the Aviation Green Paper.

The Service Provider should have an understanding of the industry and the significance of the Aviation White Paper, including its broader policy context, and will require a significant depth of cultural knowledge and awareness of the sensitivities in engaging with First Nations people and communities on aviation content.

Travel within Australia may be required.

The purpose of consultation will be to provide an opportunity for First Nations people and communities to engage on the Aviation Green Paper as a precursor to the Aviation White Paper. The Service Provider will engage First Nations people and communities in discussion on long-term thinking about the sector, drawing on discussions and consultation questions in the Aviation Green Paper as it relates to First Nations people.

The Service Provider will be required to:

- *Work with the department to understand the likely perspectives and issues to be raised, and provide the department with an overarching plan for the consultation approach.*
- *Attend a general Aviation Green Paper roundtable session, facilitated by another Service Provider, to develop their understanding of aviation issues.*
- *Engage directly with First Nations people and communities virtually on the Aviation Green Paper.*
- *Provide a report detailing the outcomes of the engagement sessions to support input into the White Paper in terms of priorities for action and potential measures of success.*

Please note:

- *Travel will be arranged by the Department."*

- (b) Update the **Milestone Description** column at **Clause C.A.2 (d)** to:

Milestone Description	Contact for Delivery	Delivery Location/Email	Due Date
<i>Administration, including desktop review, project planning and report review/writing</i>	s22(1)(a)(ii)	s22(1)(a)(ii) @infr astructure.gov.au	15/12/2023
<i>Direct community engagement and interviews with 15 First Nations community members or groups</i>		s22(1)(a)(ii) @infr astructure.gov.au	30/11/2023
<i>Attendance at a general Aviation Green Paper Roundtable session (Melbourne)</i>		s22(1)(a)(ii) @infr astructure.gov.au	9/10/2023

- (c) Amend the table at **Clause C.A.3** to:

<i>Milestone Description</i>	<i>Total Price GST Exclusive</i>	<i>GST Component</i>	<i>Total Price GST Inclusive</i>
<i>Administration, including desktop review, project planning and report review/writing</i>	s47G(1)(a)		
<i>Direct community engagement and interviews with 15 First Nations community members or groups</i>			
<i>Attendance at a general Aviation Green Paper Roundtable session (Melbourne)</i>			
Total fixed price for Services \$51,040.00 GST Inclusive			

(d) Amend the **Milestone Description** and **Payment Amount** under **Clause C.A.3 (a)** to:

<i>Estimated Date</i>	<i>Milestone Description</i>	<i>Total Price GST Exclusive</i>
21/11/2023	<i>Administration, including desktop review and project planning and attendance at a general Aviation Green Paper Roundtable session (Melbourne)</i>	s47G(1)(a)
30/11/2023	<i>Direct community engagement and interviews with 15 First Nations community members or groups</i>	
15/12/2023	<i>Provision of report outlining the outcomes of consultation</i>	

2.2. Effective Date

The parties agree that the variations to the Contract set out in this Deed will apply immediately upon execution.

3. GENERAL

3.1. Applicable law

3.1.1. This Deed is governed by the same laws as applicable to the Contract and each party submits to the non-exclusive jurisdiction of the courts of the jurisdiction as specified in the Contract.

3.2. Costs and Stamp Duty

3.2.1. The parties agree to bear their own legal and other costs and expenses of and incidental to the preparation, execution and completion of this Deed and of any related documentation.

3.2.2. The Service Provider will pay any stamp duty payable on execution of this Deed or any related documents.

Executed as a deed

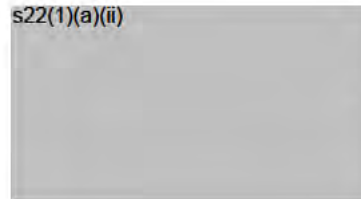
This Deed is made on 17 November 2023

SIGNED, SEALED AND DELIVERED for)
and on behalf of the **COMMONWEALTH**)
OF AUSTRALIA, as represented by the)
Department of Infrastructure,)
Transport, Regional Development)
Communications and the Arts:

Brendan Buckley

Name of signatory

s22(1)(a)(ii)



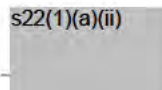
In the presence of:

s22(1)(a)(ii)



Name of witness

s22(1)(a)(ii)



Signature of witness

EXECUTED AS A DEED for and on
behalf of **SOURCE NATION PTY LTD**
ABN 57 625 733 511 by its authorised
representative:

s47F Crawford

Name of signatory

s47F



Signature

In the presence of:

s47F



Name of witness

s47F





TAX INVOICE

Department of Infrastructure, Transport, Regional
Development, Communications and the Arts
GPO BOX 594
CANBERRA ACT 2601
AUSTRALIA
ABN: 86 267 354 017

Invoice Date
22 Nov 2023

Invoice Number
INV-219

Reference
45147449

ABN
57 625 733 511

Nganya
Source Nation Pty Ltd
Level 1-11/17 Swanson Ct
Belconnen ACT 2617
Australia

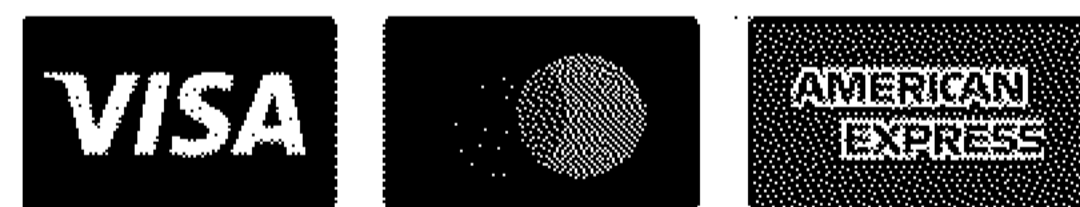
Description	Quantity	Unit Price	GST	Amount AUD
Administration, including desktop review and project planning and attendance at a general Aviation Green Paper Roundtable session (Melbourne)	1.00		10%	
			Subtotal	
			TOTAL GST 10%	
			TOTAL AUD	

Due Date: 29 Nov 2023

Thankyou for your business!

Please arrange for transfer of funds to:

Source Nation Pty Ltd



[View and pay online now](#)

PAYMENT ADVICE

To: Nganya
Source Nation Pty Ltd
Level 1-11/17 Swanson Ct
Belconnen ACT 2617
Australia

Customer Department of Infrastructure, Transport, Regional Development, Communications and the Arts

Invoice Number INV-219

Amount Due

Due Date

29 Nov 2023

Amount Enclosed

Enter the amount you are paying above



TAX INVOICE

Department of Infrastructure, Transport, Regional
Development, Communications and the Arts
GPO BOX 594
CANBERRA ACT 2601
AUSTRALIA
ABN: 86 267 354 017

Invoice Date
7 Dec 2023

Invoice Number
INV-221

Reference
45147449

ABN
57 625 733 511

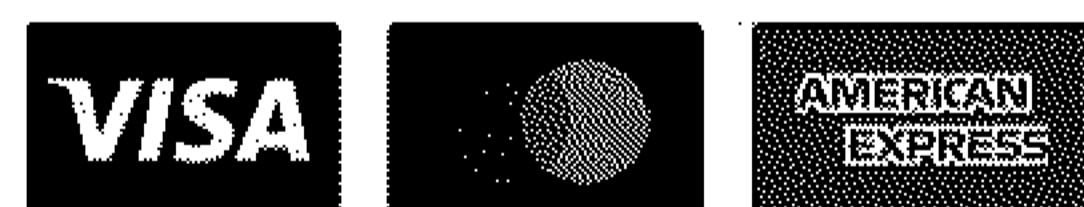
Nganya
Source Nation Pty Ltd
Level 1-11/17 Swanson Ct
Belconnen ACT 2617
Australia

Description	Quantity	Unit Price	GST	Amount AUD
Direct community engagement and interviews with 15 First Nations community members or groups	1.00		10%	
			Subtotal	
			TOTAL GST 10%	
			TOTAL AUD	

Due Date: 14 Dec 2023
Thankyou for your business!

Please arrange for transfer of funds to:

Source Nation Pty Ltd



[View and pay online now](#)

PAYMENT ADVICE

To: Nganya
Source Nation Pty Ltd
Level 1-11/17 Swanson Ct
Belconnen ACT 2617
Australia

Customer Department of Infrastructure, Transport, Regional Development, Communications and the Arts

Invoice Number INV-221

Amount Due

Due Date 14 Dec 2023

Amount Enclosed

Enter the amount you are paying above



TAX INVOICE

Department of Infrastructure, Transport, Regional
Development, Communications and the Arts
GPO BOX 594
CANBERRA ACT 2601
AUSTRALIA
ABN: 86 267 354 017

Invoice Date
18 Dec 2023

Invoice Number
INV-222

Reference
45147449

ABN
57 625 733 511

Nganya
Source Nation Pty Ltd
Level 1-11/17 Swanson Ct
Belconnen ACT 2617
Australia

Description	Quantity	Unit Price	GST	Amount AUD
Provision of report outlining the outcomes of consultation	1.00		10%	
			Subtotal	
			TOTAL GST 10%	
			TOTAL AUD	

Due Date: 25 Dec 2023
Thankyou for your business!

Please arrange for transfer of funds to:

Source Nation Pty Ltd



[View and pay online now](#)

PAYMENT ADVICE

To: Nganya
Source Nation Pty Ltd
Level 1-11/17 Swanson Ct
Belconnen ACT 2617
Australia

Customer Department of Infrastructure, Transport, Regional Development, Communications and the Arts

Invoice Number INV-222

Amount Due

Due Date 25 Dec 2023

Amount Enclosed

Enter the amount you are paying above