



Ref: T039

Mr Justin Bellanger
Chief Executive Officer
South Coast Natural Resource Management Inc
88 Stead Road
ALBANY WA 6330

By email to: ceo@southcoastnrm.com.au

s22

Dear Mr Bellanger

REQUEST FOR TENDER FOR THE NATIONAL LANDCARE PROGRAM REGIONAL LAND PARTNERSHIPS PROGRAM RFT NUMBER 2000003235

We refer to our letter dated 9 May 2018 in relation to your response (**Response**) to the Request for Tender for the National Landcare Program Regional Land Partnerships Program RFT number 2000003235 (**RFT**).

The purpose of this letter is to:

- inform you of the Department of Environment and Energy's (**Department**) proposed Core Services pricing for the Western Australia – South Coast Management Unit;
- inform you of the Projects that the Department and the Department of Agriculture and Water Resources (**DAWR**) wish to discuss further with you;
- provide you with a copy of the Schedules to the Services Agreement; and
- inform you of the Department's contract negotiation team and timetable for negotiations.

Capitalised terms that are not otherwise defined in this letter have the meaning given to those terms in the Glossary at Appendix A of the Services Agreement.

Pricing – Core Services

The proposed total amounts payable by the Department for delivery of Core Services in accordance with the Services Agreement for the Initial Agreement Period are set out in the following table (note these amounts do not include payments in respect of Project Services, which are separately payable under Project Work Order(s) where agreed and executed):

s47(1)(b)

¹ Assumes a Commencement Date in July 2018. A pro-rata amount will be payable should the Commencement Date be later than 13 July 2018.

s47(1)(b)

| | |
|---|----------------|
| Total for Years 1 to 5 (GST inclusive): | \$2,631,959.00 |
|---|----------------|

The **enclosed** draft Schedule 3 (which is to form part of the Services Agreement) sets out these amounts and additional information in relation to pricing, including frequency of payments.

Selected Projects

The Department and DAWR wish to discuss the following Projects with you, with a view to contracting for these Projects through Project Work Orders, should the Department successfully negotiate and execute a Services Agreement with your organisation (please note the amounts below may differ from the amounts requested in your tender):

| Project ref | Project title | Project term | Total amount payable (GST exclusive) | Total amount payable (GST inclusive) |
|------------------|---|--------------|--------------------------------------|--------------------------------------|
| RLP-T039-MU37-P1 | <i>Protecting Ramsar values through rehabilitation, restoration and reducing threats to the ecological character of the Lake Warden and Lake Gore Ramsar wetlands</i> | 12 months | \$451,163.00 | \$496,279.30 |
| RLP-T039-MU37-P2 | <i>Exploring new opportunities for improving the status of 20/20 priority listed threatened species in the South Coast Region Management Unit - bringing scientists, Indigenous people and NRM community together to protect threatened species</i> | 12 months | \$995,665.00 | \$1,095,231.50 |
| RLP-T039-MU37-P4 | <i>Protecting coastal corridors and improving the condition of Proteaceae dominated Kwongan Shrubland and Temperate Coastal Saltmarsh Threatened Ecological Communities (TEC) in the South Coast Region of Western Australia</i> | 12 months | \$643,213.00 | \$707,534.30 |
| RLP-T039-MU37-P6 | <i>Climate action: supporting the region to adapt, innovate and meet food market demands for sustainable food production</i> | 12 months | \$480,000.00 | \$528,000.00 |

It is anticipated that Project Work Orders for these Projects will come into effect after the Commencement Date of the Services Agreement (if successfully negotiated and executed).

Schedules to Services Agreement

Please see **enclosed** Schedules 1 to 10 of the draft Services Agreement.

These Schedules, together with the Agreed Terms (a copy of which was enclosed with our letter dated 9 May 2018) will, subject to successful negotiation and execution, form the Services Agreement for delivery of Services in Western Australia – South Coast as part of the Regional Land Partnerships Program.

Contract negotiation

The Department's contract negotiation team is:

| Name | Title | Responsibility |
|------|--------------------------------------|----------------------|
| s22 | Director WANTSA State Team | Lead Negotiator |
| s22 | Assistant Director WANTSA State Team | Assistant Negotiator |
| s22 | Administrative support staff | Scribe |
| s22 | Administrative Support Staff | |

Negotiations in relation to the draft Services Agreement will be held in Perth at the Bureau of Meteorology, Level 3, 1 Ord Street, West Perth on **Thursday 7 June 2018 from 3.30pm to 5.30pm**. It is our expectation that negotiations conclude in June to enable the Services Agreement (if successfully negotiated and executed) to commence from 1 July 2018.

If time permits, discussions in relation to the Projects described above may occur as part of these negotiations. Otherwise, discussion of these Projects will take place after (and only if) the Department successfully negotiates and executes a Services Agreement with your organisation.

No legal obligations arise

Nothing in this letter, or the Department's conduct, is to be construed as creating any binding contract or agreement (express or implied) between the Department and your organisation.

Confidentiality

As per our letter of 9 May 2018, you should treat your selection to commence negotiations as confidential until advised otherwise. Accordingly, please keep this letter and its content, and any negotiation details, confidential.

Next steps

Please provide by email to NLPTender@environment.gov.au by **5pm, 1 June 2018**:

- the names and positions of all proposed attendees for the negotiations – please ensure that your representative(s) are authorised to represent and bind your organisation at the negotiations;
- any concerns your organisation has with the draft Schedules; and
- whether you are available to attend the negotiation at the time and place specified above.

We will contact you directly to confirm the time and date for negotiations. An agenda for negotiations will be circulated to you shortly after the time and date for negotiations has been confirmed.

If you have any questions, please direct these by email to NLPTender@environment.gov.au.

Yours sincerely

A handwritten signature in black ink, appearing to read "Steve Costello". The signature is written in a cursive, slightly slanted style.

Steve Costello
Assistant Secretary
Program Delivery Branch
25 May 2018



National
Landcare
Program



Services Agreement

Agreement for the delivery of services in the Western
Australia - South Coast Region Management Unit as part
of the Regional Land Partnerships Program

Procurement Number (PRN): 2000003235

—

Commonwealth of Australia as represented by the
Department of the Environment and Energy ABN 34
190 894 983 (the **Department**)

South Coast Natural Resource Management Inc ABN
43 781 945 884 (**Service Provider**)

—

Services Agreement

Agreement for the delivery of services in the Western Australia - South Coast Region Management Unit as part of the Regional Land Partnerships Program

| | |
|--|-----------|
| Details | 4 |
| Agreed terms | 5 |
| Part A – Defined terms | 5 |
| 1. Defined terms and interpretation | 5 |
| 2. Relationship of Parties | 5 |
| 3. Disclaimer | 6 |
| 4. Priority of Agreement documents | 6 |
| 5. Duration of Agreement | 7 |
| 6. Regional Land Partnerships review | 7 |
| Part B – Provision of Services | 7 |
| 7. Transition in | 7 |
| 8. Provision of Services | 7 |
| 9. Documentation | 9 |
| 10. Performance review, monitoring and evaluation | 10 |
| 11. Acceptance of Services | 11 |
| Part C – Project Work Orders and Additional Services Work Orders | 12 |
| 12. Project Services | 12 |
| 13. Additional Services | 13 |
| 14. Survival of certain Project Work Orders and Additional Services Work Orders | 14 |
| 15. Project Services and Additional Services for Department of Agriculture and Water Resources | 14 |
| Part D – Subcontracting and Personnel | 17 |
| 16. Subcontracting | 17 |
| 17. Personnel | 19 |
| Part E – Governance and Agreement management | 21 |
| 18. Governance framework | 21 |
| 19. Meetings | 22 |
| 20. Reporting | 22 |
| 21. Varying the Services | 23 |
| 22. Responsibility for provision of labour, materials, consumables and equipment | 24 |
| 23. Unforeseen Events | 24 |
| Part F – Information management | 24 |
| 24. Intellectual Property Rights | 24 |
| 25. Moral Rights | 26 |
| 26. Protection of Department Data | 27 |

| | |
|--|-----------|
| Part G – Payment and charges | 28 |
| 27. Payment of Service Charges | 28 |
| 28. Payment of simple interest | 30 |
| 29. GST | 30 |
| Part H – Risk management | 31 |
| 30. Change in Control | 31 |
| 31. Maintain appropriate governance frameworks | 32 |
| 32. Indemnity | 32 |
| 33. Insurance | 33 |
| 34. [Not used] | 33 |
| 35. [Not used] | 33 |
| Part I – Compliance | 33 |
| 36. Confidentiality | 33 |
| 37. Protection of Personal Information | 35 |
| 38. Public announcements | 37 |
| 39. Acknowledgement and promotion | 37 |
| 40. Indigenous Procurement Policy | 38 |
| 41. Workplace Gender Equality Act 2012 (Cth) | 39 |
| 42. Freedom of information | 39 |
| 43. Illegal Workers | 39 |
| 44. Work health and safety | 40 |
| 45. [Not used] | 43 |
| 46. Building Code | 43 |
| 47. Conflict of interest | 44 |
| 48. Security | 45 |
| 49. Compliance with policies and Law | 45 |
| 50. Ombudsman investigations | 46 |
| 51. Fraud | 46 |
| 52. Books and records | 46 |
| 53. Audit and access | 47 |
| Part J – Dispute resolution and termination | 49 |
| 54. Dispute resolution | 49 |
| 55. Termination | 50 |
| 56. Right of the Department to recover money | 52 |
| 57. Transition Out | 52 |
| Part K – General provisions | 53 |
| 58. Survival | 53 |
| 59. Notices and other communications | 54 |
| 60. Miscellaneous | 54 |
| Appendix A – Glossary | 57 |
| Signing page | 71 |

Details

Date

Parties

| | |
|-----------------|--|
| Name | Commonwealth of Australia as represented by the Department of the Environment and Energy |
| ABN | 34 190 894 983 |
| Short form name | the Department |

| | |
|-----------------|--|
| Name | South Coast Natural Resource Management Inc |
| ABN | 43 781 945 884 |
| Short form name | the Service Provider |

Background

- A On or about 18 December 2017, the Department issued the Request for Tender for the provision of Services for Regional Land Partnerships.
- B Regional Land Partnerships is a major component of the second phase of the National Landcare Program (www.nm.gov.au). The aim of Regional Land Partnerships is "to protect, conserve and provide for the productive use of Australia's water, soil, plants and animals and the ecosystems in which they live and interact, in partnership with governments, industry and communities".
- C The Department has agreed to engage the Service Provider to provide the Services on the terms and conditions contained in this Agreement.
- D The Service Provider has fully informed itself on all aspects of the Services required to be performed and has represented that it has the requisite skills and experience to perform those Services in accordance with the requirements of this Agreement.
- E The Parties intend to administer this Agreement in a spirit of cooperation and goodwill in order to provide high quality Services.

Agreed terms

Part A – Defined terms

1. Defined terms and interpretation

1.1 Defined terms

In this Agreement, except where the contrary intention is expressed, the definitions set out in the Glossary are used.

1.2 Interpretation

In this Agreement except where the contrary intention is expressed:

- (a) the singular includes the plural and vice versa, and a gender includes other genders;
- (b) another grammatical form of a defined word or expression has a corresponding meaning;
- (c) a reference to a clause, paragraph, schedule or annexure is to a clause or paragraph of, or schedule or annexure to, this Agreement, and a reference to this Agreement includes any schedule or annexure;
- (d) a reference to a document or instrument includes the document or instrument as novated, altered, supplemented or replaced from time to time;
- (e) a reference to A\$, \$A, dollar or \$ is to Australian currency;
- (f) a reference to time is to the time in the location where the relevant act is to be performed;
- (g) a reference to a Party to a document includes the Party's executors, administrators, successors and permitted assignees and substitutes;
- (h) a reference to a person includes a natural person, partnership, body corporate, association, governmental or local authority or agency or other entity;
- (i) if the Service Provider is a trustee, the Service Provider enters this Agreement personally and in its capacity as trustee and warrants that it has the power to perform its obligations under this Agreement;
- (j) a reference to a statute, ordinance, code or other law includes regulations and other instruments under it and consolidations, amendments, re enactments or replacements of any of them;
- (k) a word or expression defined in the Corporations Act has the meaning given to it in the Corporations Act;
- (l) the meaning of general words is not limited by specific examples introduced by including, for example or similar expressions;
- (m) a rule of construction does not apply to the disadvantage of a Party because the Party was responsible for the preparation of this Agreement or any part of it; and
- (n) headings are for ease of reference only and do not affect interpretation.

2. Relationship of Parties

- (a) This Agreement is an agreement for the Services and the Service Provider is an independent contractor. Nothing in this Agreement will create a relationship of partnership, principal and agent, joint venturers or employer/employee between the Department and the Service Provider (or any other party).

- (b) The Service Provider may not act and does not have any authority to act as agent of, or in any way bind or commit, the Department to any obligation, except as stated specifically in this Agreement. The Service Provider will not represent itself, and will ensure that its Personnel do not represent themselves, as being employees, partners, joint venturers or agents of the Department or as otherwise able to bind or represent the Department except as stated specifically in this Agreement.
- (c) The Service Provider must ensure that the Service Provider's Personnel clearly identify themselves as a contractor to the Department when communicating in person or through telephone, facsimile, email or any other communication tool in the course of performing the Services as notified to the Service Provider by the Department Representative.

3. Disclaimer

3.1 Information and resources on 'as is' basis

- (a) To the extent that the Department licences, provides or otherwise makes available any information or resources to the Service Provider under this Agreement (collectively **Department Resources**) they are provided to the Service Provider on an 'as is' basis, and the Service Provider acknowledges and accepts that, to the extent permitted by Law, no representation has been made and no warranty is or has been expressly or impliedly given by or on behalf of the Department or its Personnel in respect of:
 - (i) the condition, state of repair, quality, fitness for purpose or merchantability of any of Department Resources; and
 - (ii) the accuracy, completeness, currency, suitability or efficacy of any of the Department's Resources.
- (b) The Department disclaims all responsibility for any information given to the Service Provider before or after the Commencement Date which disclaimer is acknowledged by the Service Provider. Any information given by the Department to the Service Provider is not guaranteed as to accuracy, sufficiency or otherwise.

3.2 No exclusivity

The Service Provider acknowledges that:

- (a) it is not the exclusive provider of the Core Services, the Project Services, any Additional Services or any other services of the type provided under this Agreement (whether within the Management Unit or otherwise); and
- (b) the Department may, from time to time and at its absolute discretion, procure such services from other third parties or provide the services itself.

3.3 No guarantee

The Department provides no guarantee of the volume or type of Project Services or Additional Services that the Service Provider will receive.

4. Priority of Agreement documents

If there is any inconsistency between any of the documents forming part of this Agreement, those documents will be interpreted in the following order of priority to the extent of any inconsistency:

- (a) Agreed Terms;
- (b) Statement of Work;
- (c) Schedules (other than the Statement of Work);
- (d) any attachments or annexures to the Schedules; and
- (e) any other documents incorporated by reference in this Agreement.

5. Duration of Agreement

5.1 Initial Agreement Period

This Agreement begins on the Commencement Date and continues for the duration of the Initial Agreement Period unless terminated earlier.

5.2 Extension of Agreement Period

The Initial Agreement Period may be extended by the Department for further period(s), specified in item 5 of the Agreement Details (each an **Extension Period**), on the terms and conditions then in effect, by giving written notice to the Service Provider at least 30 days before the end of the current Agreement Period. Any extension in accordance with this clause 5.2 takes effect from the end of the then current Agreement Period.

6. Regional Land Partnerships review

The Service Provider acknowledges and agrees that:

- (a) from time to time, the Department may review the National Landcare Program and the Regional Land Partnerships, including this Agreement and the Services delivered by the Service Provider under it; and
- (b) that it will assist the Department in carrying out any review under clause 6(a), and that it will fully cooperate and participate in any review of the National Landcare Program undertaken by the Department, or on behalf of the Department.

Part B – Provision of Services

7. Transition in

The Service Provider must perform all tasks reasonably required to facilitate the full provision of the Services on and from the Commencement Date, including any obligations set out in the Statement of Work and any Project Work Order.

8. Provision of Services

8.1 Requirements

- (a) Without limiting any of its other obligations under this Agreement, the Service Provider must:
 - (i) provide the Services and perform all obligations and requirements set out in this Agreement including in the Statement of Work, a Project Work Order or an Additional Services Work Order;
 - (ii) perform all work required of it under this Agreement:
 - (A) in a professional manner exercising appropriate skill, care and diligence and in accordance with industry best practice;
 - (B) in a timely manner including by meeting all timeframes specified under this Agreement or imposed by the Department in accordance with this Agreement, including achieving the Milestones by the relevant Milestone Dates; and
 - (C) to a standard at least consistent with levels of performance achieved by well managed operations performing services similar to the Services;
 - (iii) be responsive to policy developments concerning the Services and plan for and respond to those developments to the reasonable satisfaction of the Department;

- (iv) be receptive to comments and other feedback in relation to the Services, and plan for and respond to such comments and feedback to the reasonable satisfaction of the Department;
 - (v) regularly seek feedback on the delivery of the Services from the Department and address any issues arising from that feedback to the reasonable satisfaction of the Department;
 - (vi) ensure that all reports required under this Agreement are accurate, and not misleading in any material respect; and
 - (vii) ensure that at all times it uses appropriately qualified and trained Personnel to provide the Services, considering the nature of the obligations imposed on those Personnel.
- (b) The Service Provider has complete responsibility and liability for the provision of the Services including, the information, recommendations and advice provided in the provision of the Services notwithstanding:
- (i) provision by the Department to the Service Provider of any information, Material or advice including the Department Material;
 - (ii) any review or comment or any other form of approval or consent in relation to any information provided by the Department to the Service Provider;
 - (iii) the involvement of the Department in managing this Agreement; and
 - (iv) the involvement of the Department or Other Service Providers in the management and/or delivery of the Services.

8.2 Service Provider general warranties

The Service Provider represents and warrants that:

- (a) it will promptly notify and fully disclose to the Department in writing any event or occurrence actual or threatened arising during the Agreement Period which could have an adverse effect on the Service Provider's ability to perform any of its obligations under this Agreement;
- (b) it has full power and authority to enter into, perform and observe its obligations under this Agreement;
- (c) it has all rights, title, licences, interests and property necessary to lawfully perform the Services;
- (d) the execution, delivery and performance of this Agreement has been duly and validly authorised by the Service Provider;
- (e) no litigation, arbitration, mediation, conciliation or proceedings including any investigations, are taking place, pending, or are threatened against the Service Provider which could have an adverse effect upon either the Service Provider's capacity to perform its obligations under this Agreement or the Service Provider's reputation and
- (f) unless otherwise disclosed in this Agreement, it is not entering into this Agreement as trustee of any trust or settlement.

8.3 Service Provider performance related warranties

(a) The Service Provider represents and warrants that:

- (i) its Personnel who are involved in the Services:
 - (A) have, and will continue to have and use, the necessary experience, skill, knowledge, qualifications and competence to perform the Services in an efficient and controlled manner with a high degree of quality and responsiveness that would be expected of a professional provider of any such service;

- (B) hold and maintain such licences, permits, approvals, insurances and registrations as are required under any State, Territory or Commonwealth legislation to perform the Services; and
 - (C) are fit and proper persons to perform their designated roles.
- (ii) it has and will continue to have the necessary resources, including financial resources, to perform the Services.
- (b) The Service Provider acknowledges that the Department in entering into this Agreement is relying on the warranties and representations contained in this Agreement.

8.4 Notification of complaints

- (a) The Service Provider must promptly notify the Department if it becomes aware of any complaint made, or likely to be made, against it to a regulatory authority or complaints body.
- (b) On receipt by the Department of a notification by the Service Provider under clause 8.4(a), or if the Department becomes aware of any such complaint that the Service Provider has not notified to the Department, the Department may take such reasonable action as is necessary to protect the Department, including suspension of the Service Provider's engagement to provide the Services and/or termination of this Agreement under clause 55.2.

8.5 Co-operation with Personnel

The Service Provider must, in the performance of the Services, fully co-operate with the Department's Personnel.

8.6 Co-operation with Other Service Providers

The Service Provider must, in the performance of the Services, fully co-operate with:

- (a) Other Service Providers; and
- (b) Community Service Providers.

8.7 Continuous improvement

The Service Provider must work cooperatively and collectively with Other Service Providers, Community Service Providers and the Department to achieve:

- (a) the 5-year Outcomes; and
- (b) continuous improvement in the delivery of Services.

8.8 Engagement with other services in the community

In providing the Services, the Service Provider must work cooperatively with, where appropriate, other programs and services provided by the Department, relevant Commonwealth, state, territory and local government, private and community services and stakeholders.

9. Documentation

9.1 Provision of documentation

- (a) The Service Provider must provide and maintain the Documentation as required under this Agreement.
- (b) The Service Provider must submit to the Department the Documentation:
 - (i) in accordance with the timeframes for review and Approval set out in the Statement of Work, a Project Work Order or an Additional Services Work Order; and

- (ii) to enable the Department to thoroughly review it for Approval and with sufficient time for the Service Provider to make such further amendments as may be required to ensure its Approval by the date required by the Department.

9.2 Standard of documentation

The Documentation must:

- (a) be accurate and fit for its intended purpose in accordance with this Agreement;
- (b) be acceptable to the Department in terms of presentation and scope;
- (c) be in the English language; and
- (d) meet or exceed the Approval Requirements.

9.3 Approval of Documentation

- (a) All of the Documentation is subject to Approval, by the Department.
- (b) The Service Provider must submit the Documentation to the Department for review against the applicable Approval Requirements.
- (c) Within 20 Business Days of the completion of review against the Approval Requirements, the Department must give the Service Provider notice that:
 - (i) the draft Documentation meets the applicable Approval Requirements; or
 - (ii) the Documentation does not meet the applicable Approval Requirements and the reasons why it does not meet those requirements.
- (d) If the Department gives the Service Provider notice that the Documentation does not meet the applicable Approval Requirements, the Service Provider must, in accordance with the timeframes in the Statement of Work, Project Work Order and Additional Services Work Order and at no additional cost to the Department, correct the Documentation so that it meets or exceeds the Approval Requirements and resubmit a revised version to the Department for its review in which case clause 9.3(c) applies.

10. Performance review, monitoring and evaluation

10.1 Review, monitoring and evaluation

The Service Provider agrees:

- (a) that regular review, monitoring and evaluation activities may be undertaken by the Department for purposes including compliance checks, quality assurance and audit, and evaluation of the Services, including the Service Provider's performance and the standards and quality of Service delivery;
- (b) that monitoring and evaluation activities may include:
 - (i) the Department reviewing, monitoring, measuring and evaluating the delivery of the Services by the Service Provider;
 - (ii) the Service Provider's Personnel being interviewed by the Department or its nominee; and
 - (iii) the Service Provider giving the Department or its nominee access to the Service Provider's premises, records and Personnel in accordance with clause 53.2 or facilitating access to sites where the Services will be or have been performed in accordance with clause 53.2;
- (c) to assist the Department or its nominee in carrying out all review, monitoring and evaluation activities that the Department requires to be undertaken;
- (d) to fully cooperate and participate in any other general research, review, monitoring or evaluation activities undertaken by the Department, or on behalf of the Department;

- (e) to, if required by the Department, fully implement any recommendations in the timeframes specified by the Department in any report prepared by the Department, or on behalf of the Department from time to time, following any review, monitoring or evaluation activities undertaken by the Department; and
- (f) to bear its own costs in relation to any review, monitoring, evaluation and implementation activities under this clause 10.

10.2 No reduction in obligations

- (a) The review, monitoring and evaluation activities under clause 10.1 do not in any way reduce or vary:
 - (i) the Service Provider's responsibility to remedy any breach of this Agreement; or
 - (ii) the Service Provider's responsibility to provide the Services and perform its obligations under this Agreement.
- (b) This clause 10 does not limit in any way any of the Department's rights under this Agreement or at Law.

11. Acceptance of Services

11.1 Acceptance

- (a) The Services will be subject to Acceptance. The Acceptance process does not limit any other monitoring, review or audit of the Services or this Agreement under clause 10 or clause 53 of this Agreement or otherwise.
- (b) The Service Provider must provide, at its own cost, all assistance reasonably requested by the Department in connection with the Acceptance of Services, including by the Service Provider providing the Department or its nominee access to the Service Provider's premises, records and Personnel in accordance with clause 53.2 and access to sites where the Services will be or have been performed in accordance with clause 53.2.
- (c) The Department will assess, including against the Assurance Framework, whether the Service Provider has performed the Services as described in the Statement of Work, a Project Work Order or an Additional Services Work Order by:
 - (i) reviewing any information provided by the Service Provider in relation to the Services (including any additional information requested by the Department); or
 - (ii) attending a site where the Services were performed or related to the performance of the Services.
- (d) If the Department's assessment reveals that:
 - (i) all of the Services subject of the assessment were properly performed, the Department will pay the amounts for those Services properly invoiced in accordance with clause 27; or
 - (ii) one or more aspects of the Services subject of the assessment were not properly performed, the Service Provider must, at no cost to the Department, do all things necessary to rectify any deficiencies and the Department will repeat the assessment.
- (e) If:
 - (i) the Service Provider fails to comply with clause 11.1(d)(ii); or
 - (ii) the Service Provider fails to pass the repeat assessment referred to in clause 11.1(d)(ii),
 then the Department may, at its absolute discretion:
 - (iii) set a new date for repeating the assessment (in which case clause 11.1(d)(ii) applies);
 - (iv) conditionally Accept the Services in accordance with clause 11.2; or

- (v) reject the Services, and if rejecting the Services, for the reason that the Service Provider has had three failures to pass the repeat assessment referred to in clause 11.1(d)(ii), the Department may terminate, suspend or reduce the scope of the Agreement or reduce the scope of the Services under clause 55.2.
- (f) The Department is not liable to pay the Service Charges in respect of Services that have been conditionally Accepted unless and until Acceptance of the Services has occurred unconditionally in accordance with this clause 11.1.

11.2 Conditional Acceptance

- (a) The Department may, at any time, conditionally Accept the Services, notwithstanding that all of the Services subject of the assessment have not been properly performed, by giving the Service Provider a notice that:
 - (i) includes a statement that the Department Accepts the Services, subject to certain conditions which the Service Provider must satisfy;
 - (ii) specifies the problems that prevent the Department from concluding that all of the Services subject of the assessment were properly performed;
 - (iii) specifies the remaining conditions which the Service Provider must satisfy to achieve Acceptance for the Services; and
 - (iv) specifies the rectification work to be performed by the Service Provider and the time period for performing such work.
- (b) If the Service Provider does not perform the rectification work or satisfy the conditions within the time frame specified in the notice, the Department may (at its absolute discretion):
 - (i) set a new date for the assessment (in which case clause 11.1(d)(ii) applies); or
 - (ii) reject the Services, and if rejecting the Services, for the reason that the Service Provider has had three failures to pass the repeat assessment referred to in clause 11.1(d)(ii), the Department may terminate, suspend or reduce the scope of the Agreement or reduce the scope of the Services under clause 55.2.

11.3 No deemed Acceptance

The Department will not be deemed to have Accepted the Services by the use of the Services, or any other act or omission.

Part C – Project Work Orders and Additional Services Work Orders

12. Project Services

12.1 Identifying Project Services

- (a) The Department may at any time issue a request for the Service Provider to provide a:
 - (i) Project Design (**Request for Project Design**); or
 - (ii) Project Proposal (**Request for Project Proposal**),for the purposes of identifying services and potential Projects that may be provided as Project Services under a Project Work Order.
- (b) The Service Provider:
 - (i) may charge for the preparation of the Project Designs in accordance with the Pricing Schedule; and

- (ii) is not entitled to charge for the cost of preparing the Project Proposals or preparing any resulting Project Work Order.

12.2 Ordering Project Services

- (a) If the Department requires Project Services, the Department may request the Service Provider to prepare and submit to the Department a proposal for the provision of those Project Services in the form of a Project Work Order (and where relevant, based on any Project Design or Project Proposal) for the Department's consideration.
- (b) The Department may:
 - (i) accept the Project Work Order;
 - (ii) reject the Project Work Order; or
 - (iii) require a revised Project Work Order in which case the Service Provider must resubmit a revised proposal in the form of a revised Project Work Order for the Department's consideration and this clause 12.2(b) applies to the revised Project Work Order.
- (c) Service Charges for Project Services must be determined in accordance with the Pricing Schedule.
- (d) If the Department accepts a Project Work Order under clause 12.2(b)(i) and the Project Work Order is executed by the parties for the provision of Project Services, then:
 - (i) the Project Work Order forms part of this Agreement;
 - (ii) the Department will pay the Service Charges to the Service Provider in accordance with the pricing schedule set out in the Project Work Order and subject to the requirements of clause 27; and
 - (iii) the Service Provider must provide the Project Services specified in the Project Work Order:
 - (A) according to any additional standards or requirements specified in the Project Work Order; and
 - (B) otherwise on the terms and conditions of this Agreement.

12.3 Priority of Project Work Order documents

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

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

12.4 No reduction

The Project Services process in this clause 12 does not in any way reduce or vary the Service Provider's responsibility to provide the Services and perform its obligations set out in this Agreement including in the Statement of Work, a Project Work Order or an Additional Services Work Order.

13. Additional Services

13.1 Process to be followed

- (a) If the Department requires Additional Services, the Department may request the Service Provider to prepare and submit to the Department a proposal for the provision of those Additional Services in the form of an Additional Services Work Order.

- (b) The Service Provider will not be entitled to charge for the cost of preparing the Additional Services Work Order in respect of the Additional Services.
- (c) Where an Additional Services Work Order is executed by the Parties for the provision of Additional Services, then:
 - (i) the Additional Services Work Order forms part of this Agreement;
 - (ii) the Department will pay the Service Charges to the Service Provider in accordance with the pricing schedule set out in the Additional Services Work Order and subject to the requirements of clause 27; and
 - (iii) the Service Provider will provide the Additional Services specified in the Additional Services Work Order:
 - (A) according to any additional standards specified in the Additional Services Work Order; and
 - (B) otherwise on the terms and conditions of this Agreement, except to the extent that the Parties agree in writing that such terms and conditions do not apply.

13.2 Priority of Additional Services Work Order documents

To the extent of any inconsistency between two or more documents which form part of an Additional Services Work Order, those documents will be interpreted in the following (descending) order of priority:

- (a) the Agreed Terms;
- (b) the Additional Services Work Order;
- (c) the attachments to the Additional Services Work Order; and
- (d) any other document referred to in the Additional Services Work Order.

13.3 No reduction

The Additional Services process in this clause 13 does not in any way reduce or vary the Service Provider's responsibility to provide the Services and perform its obligations set out in this Agreement including in the Statement of Work, a Project Work Order or an Additional Services Work Order.

14. Survival of certain Project Work Orders and Additional Services Work Orders

- (a) The Department and the Service Provider agree that there may be Project Services and Additional Services provided by the Service Provider for which the relevant Project Work Order or Additional Services Work Order continues beyond the expiry of this Agreement (**Ongoing Work Orders**).
- (b) Notwithstanding the expiry of this Agreement, the terms and conditions of this Agreement survive and continue to apply to each and every Ongoing Work Order until the Service Provider performs all of its obligations to the Department's satisfaction under the relevant Ongoing Work Order or until it is terminated under this Agreement.

15. Project Services and Additional Services for Department of Agriculture and Water Resources

15.1 Offer

The Service Provider irrevocably offers to provide the Project Services to the Department of Agriculture and Water Resources, ABN 24 113 085 695 (**DAWR**) on the same terms and conditions of this Agreement (including as to price), except as modified by a DAWR Project Work

Order or a DAWR Additional Services Work Order (as relevant) to provide adaptation of this Agreement to the circumstances of DAWR.

15.2 Identifying Project Services

- (a) DAWR may at any time issue a request for the Service Provider to provide a:
 - (i) Project Design (**Request for Project Design**); or
 - (ii) Project Proposal (**Request for Project Proposal**),for the purposes of identifying services and potential Projects that may be provided as Project Services under a DAWR Project Work Order.
- (b) The Service Provider:
 - (i) may charge for the preparation of the Project Designs in accordance with the Pricing Schedule; and
 - (ii) is not entitled to charge for the cost of preparing the Project Proposals or any resulting DAWR Project Work Order.

15.3 Ordering and acceptance

- (a) If DAWR requires Project Services, DAWR may request the Service Provider to prepare and submit to DAWR a proposal for the provision of those Project Services in the form of a DAWR Project Work Order (and where relevant, based on any Project Design or Project Proposal) for DAWR's consideration.
- (b) In respect of a DAWR Project Work Order provided under clause 15.3(a), DAWR may:
 - (i) accept an offer under clause 15.1 by accepting the DAWR Project Work Order;
 - (ii) reject the DAWR Project Work Order; or
 - (iii) require a revised DAWR Project Work Order in which case the Service Provider must resubmit a revised proposal in the form of a revised DAWR Project Work Order for DAWR's consideration and this clause 15.3(b) applies to the revised DAWR Project Work Order.
- (c) Service Charges for Project Services must be determined in accordance with the Pricing Schedule.
- (d) If DAWR accepts a DAWR Project Work Order under clause 15.3(b) and the DAWR Project Work Order is executed by the parties for the provision of Project Services, then:
 - (i) a separate contract is formed between the Service Provider and the Commonwealth of Australia as represented by the Department of Agriculture and Water Resources, for the supply by the Service Provider of the Project Services, on the terms and conditions of this Agreement, except as modified by the DAWR Project Work Order;
 - (ii) DAWR will pay the Service Charges to the Service Provider in accordance with the pricing schedule set out in the DAWR Project Work Order and subject to the requirements of clause 27; and
 - (iii) the Service Provider must provide the Project Services specified in the DAWR Project Work Order:
 - (A) according to any additional standards or requirements specified in the DAWR Project Work Order; and
 - (B) otherwise on the terms and conditions of this Agreement, except as modified by the DAWR Project Work Order.

15.4 Priority of DAWR Project Work Order documents

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

- (a) the DAWR Project Work Order;
- (b) the Agreed Terms;
- (c) the attachments to the DAWR Project Work Order; and
- (d) any other document referred to in the DAWR Project Work Order.

15.5 DAWR Project Work Orders entered into by DAWR

The Service Provider acknowledges:

- (a) in accordance with clause 15.3(d)(i), if DAWR accepts a DAWR Project Work Order, a separate contract will be formed between the Service Provider and the Commonwealth of Australia as represented by the Department of Agriculture and Water Resources, in respect of the services described in the relevant DAWR Project Work Order for the supply by the Service Provider of the Project Services, on the terms and conditions of this Agreement, except as modified by the relevant DAWR Project Work Order;
- (b) these DAWR Project Work Orders may continue beyond the Agreement Period; and
- (c) DAWR cannot accept the offer under clause 15.1 or accept a DAWR Project Work Order after the termination or expiry of this Agreement.

15.6 Additional Services – process to be followed

- (a) If DAWR requires Additional Services, DAWR may request the Service Provider to prepare and submit to DAWR a proposal for the provision of those Additional Services in the form of a DAWR Additional Services Work Order.
- (b) The Service Provider will not be entitled to charge for the cost of preparing the DAWR Additional Services Work Order in respect of the Additional Services.
- (c) DAWR may accept an offer under clause 15.1 by executing a DAWR Additional Services Work Order.
- (d) Where a DAWR Additional Services Work Order is executed by the parties for the provision of Additional Services, then in respect of that DAWR Additional Services Work Order:
 - (i) a separate contract is formed between the Service Provider and the Commonwealth of Australia as represented by the Department of Agriculture and Water Resources, for the supply by the Service Provider of the Additional Services described in the DAWR Additional Services Work Order, on the terms and conditions of this Agreement, except as modified by the DAWR Additional Services Work Order;
 - (ii) DAWR will pay the Service Charges to the Service Provider in accordance with the pricing schedule set out in the DAWR Additional Services Work Order and subject to the requirements of clause 27; and
 - (iii) the Service Provider will provide the Additional Services specified in the DAWR Additional Services Work Order:
 - (A) according to any additional standards specified in the DAWR Additional Services Work Order; and
 - (B) otherwise on the terms and conditions of this Agreement, except as modified by the DAWR Additional Services Work Order or to the extent that the Service Provider and DAWR otherwise agree in writing that such terms and conditions do not apply.

15.7 Priority of DAWR Additional Services Work Order documents

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

- (a) the DAWR Additional Services Work Order;

- (b) the Agreed Terms;
- (c) the attachments to the DAWR Additional Services Work Order; and
- (d) any other document referred to in the DAWR Additional Services Work Order.

15.8 DAWR Additional Services Work Orders entered into by DAWR

The Service Provider acknowledges:

- (a) in accordance with clause 15.6(d)(i), if DAWR accepts a DAWR Additional Services Work Order, a separate contract will be formed between the Service Provider and the Commonwealth of Australia as represented by DAWR, in respect of the services described in the relevant DAWR Additional Services Work Order for the supply by the Service Provider of the Additional Services on the terms and conditions of this Agreement, except as modified by the DAWR Additional Services Work Order;
- (b) these DAWR Additional Services Work Orders may continue beyond the Agreement Period; and
- (c) DAWR cannot accept the offer under clause 15.1 or accept a DAWR Additional Services Work Order after the termination or expiry of this Agreement.

Part D– Subcontracting and Personnel

16. Subcontracting

16.1 No subcontracting all of Services

The Service Provider must not subcontract (including any use of a third party to perform) the entirety of the Service Provider's obligations under this Agreement.

16.2 Notification of Key Subcontractors

The Service Provider must notify the Department of:

- (a) any proposed Key Subcontractor promptly and at least 20 Business Days prior to engaging the relevant Key Subcontractor; and
- (b) any change to a Key Subcontractor at least 20 Business Days prior to the change in the relevant Key Subcontractor, including the details of the new proposed Key Subcontractor and any implications that are likely to result from the change of the Key Subcontractor.

16.3 Limitation on permitted subcontractors

The Service Provider must not enter into a subcontract under this Agreement with a Subcontractor that is:

- (a) non-compliant with the *Workplace Gender Equality Act 2012* (Cth); or
- (b) listed as a terrorist under section 15 of the *Charter of the United Nations Act 1945* (Cth).

16.4 Subcontractor

The Service Provider must:

- (a) notify the Department of any intention to terminate a subcontract with a Key Subcontractor at least 15 Business Days prior to the proposed termination date;
- (b) not terminate a subcontract with an Key Subcontractor, without the prior written approval of the Department; and
- (c) notify the Department if a subcontract with a Key Subcontractor is about to expire.

16.5 Access to Subcontractors

The Service Provider must ensure that each Subcontractor meets with the Department, as and when reasonably required by the Department, for the purposes of discussing those parts of the Services being provided by the Subcontractor. The Department may, in its absolute discretion, invite the Service Provider to participate in the discussions with the Subcontractor or alternatively meet with the Subcontractor by itself.

16.6 Removal and replacement of Subcontractors

- (a) If the Department has concerns about a Subcontractor's performance, the Department will notify the Service Provider and the Service Provider must discuss those concerns with the Department. If after those discussions, the Service Provider cannot demonstrate to the Department's reasonable satisfaction that it is able to address those concerns in a time frame determined by the Department:
 - (i) the Department may request that the Service Provider remove the Subcontractor by written notice; and
 - (ii) the Service Provider must at all times continue to perform its obligations under this Agreement, notwithstanding the default, or the removal, of the Subcontractor.
- (b) Upon receipt of a written notice from the Department requesting removal of a Subcontractor under clause 16.6(a)(i) the Service Provider will, as soon as practicable (and in any event no later than 10 Business Days after the request under clause 16.6(a)(i)), cease using that Subcontractor to perform the Services unless the Department directs that the Subcontractor be removed immediately in which case the Service Provider will comply with the direction.
- (c) The Service Provider must promptly take action to replace any Subcontractor which has been removed under clause 16.6(a)(i).

16.7 Register of Subcontractors

The Service Provider must complete and maintain an accurate register of all Subcontractors in the form reasonably required by the Department.

16.8 Payment of Subcontractors

The Service Provider must pay its Subcontractors in accordance with the terms of the relevant subcontract, and such payment terms must be substantially similar to the payment terms under this Agreement.

16.9 Terms of subcontract

- (a) The Service Provider must enter into a written subcontract with each Subcontractor.
- (b) Unless otherwise agreed by the Department, for each Subcontractor, the Service Provider must ensure that:
 - (i) the written subcontract includes a right of termination to take account of the Department's right of termination under clauses 55.1 and 55.2 and the Department's right of revocation of approval of a Subcontractor under clause 16.6;
 - (ii) the written subcontract includes a requirement that the Subcontractor grants a power of attorney in favour of the Department that allows the Department to execute such documents necessary to give effect to the novation of the subcontract;
 - (iii) the written subcontract imposes obligations on the Subcontractor equivalent to the obligations under:
 - (A) clause 16.3; and
 - (B) this clause 16.9(b).
 - (iv) the terms of the written subcontract with the Subcontractor includes a requirement for the Subcontractor to:
 - (A) comply with all applicable Laws;

- (B) comply with:
 - (I) clause 24 (Intellectual Property Rights);
 - (II) clause 26 (Protection of Department Data);
 - (III) clause 30 (Change in Control);
 - (IV) clause 36 (Confidentiality);
 - (V) clause 37 (Protection of Personal Information);
 - (VI) clause 39 (Acknowledgement and promotion);
 - (VII) clause 42 (Freedom of information);
 - (VIII) clause 43 (Illegal Workers);
 - (IX) clause 44 (Work health and safety);
 - (X) clause 47 (Conflict of interest);
 - (XI) clause 48 (Security);
 - (XII) clause 49 (Compliance with policies and Law);
 - (XIII) clause 51 (Fraud);
 - (XIV) clause 52 (Books and records); and
 - (XV) clause 53 (Audit and access); and
- (C) have and maintain insurances relevant to the performance of the Services and similar to that required of the Service Provider, taking into consideration the nature, scope and volume of Services being provided by the Subcontractor; and
- (v) the remainder of the terms of the written subcontract with the Subcontractor are consistent with, and include relevant obligations at least as rigorous on the Subcontractor as those imposed on the Service Provider in this Agreement.
- (c) The Service Provider:
 - (i) must on request by the Department provide the Department with the names of any of the Service Provider's Subcontractors;
 - (ii) agrees that the Department may disclose publicly the names of any of the Service Provider's Subcontractors;
 - (iii) must ensure that any Subcontractor agrees to the Service Provider providing its details to the Department; and
 - (iv) must ensure that any Subcontractor agrees that the Department may disclose the Subcontractor's name publicly.

16.10 Service Provider responsibility

- (a) Any removal of a Subcontractor under clause 16.6 will not relieve the Service Provider from any liability under this Agreement.
- (b) The Service Provider remains responsible for all obligations, services and functions performed by any Subcontractors to the same extent as if those obligations, services and functions were performed by the Service Provider.

17. Personnel

17.1 Personnel and resources

- (a) The Service Provider must ensure that Service Provider's Personnel performing the Services:

- (i) have the minimum standard of knowledge, training and expertise set out in the Statement of Work, a Project Work Order or an Additional Services Work Order to perform the Services as appropriate to their respective role;
- (ii) are appropriately qualified and registered (including holding any required licences, and having undergone police checks and working with vulnerable people checks as required);
- (iii) receive ongoing training and professional development to ensure they have the appropriate skills to deliver the Services, as appropriate to their respective role; and
- (iv) comply with:
 - (A) all applicable obligations of the Service Provider under this Agreement (including the Service Provider's obligations in respect of Personal Information, Confidential Information, work health and safety, security and any Department Material);
 - (B) all Laws; and
 - (C) any relevant Department Policies and Procedures.
- (b) The Service Provider must provide evidence of the Service Provider's compliance with the requirements of this clause 17.1 in relation to any Service Provider's Personnel (including copies of all relevant documentation and access to Service Provider's Personnel) when reasonably requested by the Department.

17.2 Department may require removal of Service Provider Personnel

- (a) The Department may require the Service Provider to immediately remove and replace any of the Service Provider's Personnel from performing the Services, including:
 - (i) if the Service Provider's Personnel fail to observe and conform to Department Policies and Procedures;
 - (ii) if the Service Provider's Personnel fail to comply with any Law;
 - (iii) if the Service Provider's Personnel fail to comply with any workplace health and safety requirements of this Agreement;
 - (iv) if the Department, in its sole and absolute discretion, is of the opinion that standards, competence or performance of any of the Service Provider's Personnel falls below the standards, competence or performance required of the Service Provider's Personnel or under this Agreement; and
 - (v) to protect people or property.
- (b) Where the Service Provider is required to replace its Personnel, the Service Provider must:
 - (i) immediately implement a temporary workaround so as to prevent or minimise any interruption to the provision of the Services arising from the removal of each affected person;
 - (ii) as soon as reasonably practicable, replace the Person with another appropriately qualified, competent and experienced person; and
 - (iii) keep the Department informed as to the progress of the process to replace each relevant person.
- (c) Any requirement to replace any of the Service Provider's Personnel during this Agreement Period (whether at the request of the Department or not):
 - (i) will not constitute an act or event that is beyond the reasonable control of the Service Provider in meeting the requirements of this Agreement;
 - (ii) will be at the cost of the Service Provider (including any costs associated with any requirement); and

- (iii) will not in any way reduce or vary the Service Provider's responsibility to provide the Services and perform its obligations set out in this Agreement, including in the Statement of Work, a Project Work Order or an Additional Services Work Order.

17.3 Personnel related expenses

The Service Provider is responsible for all payments to its Personnel providing the Services under this Agreement, including payment by way of salary, remuneration or commissions, bonuses, annual leave, long service leave, personal leave, termination, redundancy, taxes, superannuation or worker's compensation premiums and liabilities and must comply with all applicable Laws, industrial instruments or contracts dealing with personnel entitlements.

Part E – Governance and Agreement management

18. Governance framework

18.1 General responsibilities of the Service Provider

The Service Provider will:

- (a) fully cooperate with the Department to ensure timely progress and fulfilment of this Agreement;
- (b) act reasonably and in good faith with respect to matters that relate to this Agreement;
- (c) to the extent specified in the Statement of Work, a Project Work Order or an Additional Services Work Order, hold meetings (including meetings relating to planning, review and issue resolution) and report to the Department on a regular basis in order to keep the Department fully informed of the progress of activities required under this Agreement;
- (d) perform its obligations and responsibilities by the dates specified in this Agreement; and
- (e) comply with any additional governance and management requirements set out in the Statement of Work, a Project Work Order or an Additional Services Work Order.

18.2 Overview of relationship and governance

The Parties agree to maintain full communication at all levels within their respective organisations.

18.3 Agreement administration

- (a) The Department will appoint the Department Representative. The Department Representative is the contact person for the Service Provider in relation to all matters of an administrative nature relating to this Agreement. The Department Representative may authorise another person to act on his or her behalf.
- (b) The Service Provider will comply with the reasonable directions of the Department Representative in relation to the administration and operation of this Agreement.
- (c) The Service Provider will appoint a Service Provider Representative. The Service Provider Representative is the contact person for the Department in relation to all matters of an administrative nature relating to this Agreement. The Service Provider Representative may authorise another person to act on his or her behalf.

18.4 Liaison and compliance

- (a) The Service Provider must:
 - (i) liaise with and provide information to the Department as reasonably requested by the Department; and
 - (ii) comply with all of the Department's reasonable requests and directions.
- (b) The day to day management of, and communication under, this Agreement:

- (i) is to be handled by the Service Provider Representative and the Department Representative or their delegates; and
 - (ii) may be undertaken by the Service Provider Representative and the Department Representative or their delegates by means of electronic mail.
- (c) The Service Provider must ensure that it has a valid electronic mail address for the Service Provider Representative, and any other of its relevant Personnel, so as to facilitate the day to day management of the Services and communication between the Service Provider and the Department.

19. Meetings

- (a) The Parties will meet at the times set out in the Statement of Work, a Project Work Order or an Additional Services Work Order (and as otherwise determined by the Department from time to time) to discuss any issues in relation to the provision of the Services.
- (b) The Parties may agree to hold the meetings by telephone, electronically or in person.
- (c) The Parties must ensure that the relevant Personnel are reasonably available to attend such meetings and answer any queries relating to the provision of the Services raised by either Party.

20. Reporting

- (a) Reports are to be provided electronically as directed by the Department.
- (b) The Service Provider must:
 - (i) report to and keep the Department informed of its operations relating to the Services in the manner specified in the Statement of Work, a Project Work Order or an Additional Services Work Order; and
 - (ii) give the Department such other reports, documents and information in relation to those operations as the Department reasonably requires (including as specified in the Statement of Work, Schedule 4, a Project Work Order or an Additional Services Work Order or as agreed by the Parties from time to time),
 within the timeframes reasonably required by the Department.
- (c) The Service Provider must keep sufficiently detailed written records of the management of the Services in a form, and with the content, that is sufficient to enable proper auditing by the Department or its representatives.
- (d) The Service Provider must provide the Department with the Reports including the reports specified in the Statement of Work and any Project Work Order or Additional Services Work Order, in accordance with the timeframe or by any specified deadline for reporting set out in the Statement of Work and any Project Work Order or Additional Services Work Order.
- (e) The Service Provider must ensure that each Report contains the information specified in the Statement of Work and/or applicable Project Work Order or Additional Services Work Order.
- (f) To avoid doubt, and without limiting the Department's rights under this Agreement or at Law, if the Service Provider fails to provide a Report required in the Statement of Work or a Project Work Order or Additional Services Work Order to the Department within the timeframe or by any specified deadline, then the Department may withhold or suspend payments of the Service Charges under clause 27.2.
- (g) The Department may, by notice in writing to the Service Provider, issue any reasonable direction in respect of a Report the Service Provider is to provide under this Agreement specifying one or more of the following:
 - (i) a format for the report;

- (ii) information the Service Provider is to include in the report; and
 - (iii) the person or persons who is to certify that information contained in the report is accurate.
- (h) Where the Department issues a direction under clause 20(g) in respect of a Report, the Service Provider must comply with the direction in preparing the Report to which the direction relates.
- (i) If the Service Provider or its directors:
 - (i) have started developing, or are implementing, any course of action that they consider is reasonably likely to lead to a better outcome (as defined in section 588GA(7) of the Corporations Act) for the Service Provider;
 - (ii) are obtaining advice from, or have appointed, an appropriately qualified entity or any other adviser with respect to any restructuring plan for the Service Provider,the Service Provider must notify the Department of any event referred to in clause 20(i)(i) and (ii), as soon as possible.

21. Varying the Services

21.1 Application

To avoid doubt, the variation process in this clause 21 does not apply to changes to the terms and conditions of this Agreement, which will be effected by a formal deed of variation, executed by both Parties.

21.2 Variations proposed by the Department

If the Department wants to vary the Services:

- (a) the Department must send a request to the Service Provider in writing setting out the proposed variations;
- (b) within 10 Business Days after receiving the Department's request or within another period agreed by the parties, the Service Provider must respond in writing to the Department specifying what impact those variations will have on:
 - (i) the Service Charges (see clause 21.3);
 - (ii) the Services or Deliverables, including any particular Deliverable;
 - (iii) the Service Provider's ability to perform its obligations under this Agreement (including its ability to meet the Milestones); and
 - (iv) this Agreement; and
- (c) within 10 Business Days, or such other period as notified by the Department, after receiving the Service Provider's response, or within another period agreed by the Parties, the Department will give the Service Provider a written notice accepting or rejecting the response.

21.3 Changes to Service Charges

Changes to Service Charges associated with a variation in the Services must:

- (a) not exceed any reasonable additional cost; and
- (b) take fully into account any reduction in cost.

21.4 Effective date of variation

Any variation in the Services takes effect from the date on which the Parties execute a Change Order. This Agreement will be amended to give effect to the Change Order.

21.5 No charge for preparation

The Service Provider is not entitled to charge for the cost of preparing the response under this clause 21 or the Change Order.

22. Responsibility for provision of labour, materials, consumables and equipment

Except as otherwise specified in this Agreement and only to the extent so specified, the Service Provider is responsible for providing at its own expense all labour, equipment, vehicles, plant and Administrative Consumables required for the proper performance of this Agreement.

23. Unforeseen Events

- (a) A Party (**Affected Party**) is excused from performing its obligations under this Agreement to the extent it is prevented by circumstances beyond its reasonable control (other than lack of funds for any reason or any strike, acts of subcontractors, lockout and labour disputes in respect of the Service Provider only), including acts of God, natural disasters, acts of war, riots and strikes outside that Party's organisation (**Unforeseen Event**).
- (b) Where an Unforeseen Event arises or is reasonably perceived by the Affected Party as an imminent possibility, the Affected Party must give notice of the Unforeseen Event to the other Party as soon as possible, identifying the effect it will have on its performance. An Affected Party must make all reasonable efforts to:
 - (i) minimise the effects of such circumstances on the performance of this Agreement; and
 - (ii) work with the other Party to develop and implement a suitable workaround.
- (c) If non-performance or diminished performance by the Affected Party due to an Unforeseen Event continues for a period of more than 30 days, the Department may either suspend or reduce the scope of the Services or terminate this Agreement immediately, as it deems appropriate in the circumstances, by giving the Service Provider written notice.
- (d) If this Agreement is suspended or reduced in scope or terminated under clause 23(c):
 - (i) each Party will bear its own costs and neither Party will incur further liability to the other in respect of the suspension or reduction in scope; and
 - (ii) where the Service Provider is the Affected Party, it will be entitled to payment for Services performed prior to the date of intervention of the Unforeseen Event.
- (e) The Service Provider must comply with clause 55.3 and 55.4 in respect of the Services the subject of the suspension or the reduction in scope.

Part F – Information management

24. Intellectual Property Rights

24.1 Pre-existing Material

- (a) This clause 24 does not affect the ownership of the Intellectual Property Rights in any Pre-existing Material.
- (b) The Service Provider grants to the Department a perpetual, irrevocable, world-wide, royalty-free, non-exclusive licence (including the right to novate or assign the licence, and to sublicense, including under any form of creative commons licence (available at creativecommons.org.au) that the Department considers appropriate) to use, reproduce, adapt, modify, communicate, broadcast, distribute and publish the Pre-existing Material

(excluding any Secret and Sacred Material) for any Department or Commonwealth purpose.

24.2 Third Party Material

- (a) The Service Provider must provide all Third Party Material necessary or appropriate to supply the Services.
- (b) Before using any Third Party Material, the Service Provider must procure licences for the Department to use, reproduce, adapt, modify, communicate, broadcast, distribute and publish the Third Party Material. The licences to the Third Party Material must give the Department the same rights as those specified in clause 24.1(b) for the Pre-existing Material.

24.3 Intellectual Property Rights in Agreement Material

- (a) All Intellectual Property Rights in the Agreement Material vest in the Service Provider on creation.
- (b) The Service Provider grants to the Department a perpetual, irrevocable, world-wide, royalty-free, non-exclusive licence (including the right to novate or assign the licence, and to sublicense, including under any form of creative commons licence (available at creativecommons.org.au) that the Department considers appropriate) to use, reproduce, adapt, modify, communicate, broadcast, distribute and publish the Agreement Material (excluding any Secret and Sacred Material) for any Department or Commonwealth purpose.
- (c) The Service Provider must make, or must procure for the making of, all Agreement Material (excluding Secret and Sacred Material) required to be made available to the public available under a perpetual Creative Commons Attribution Licence (CC-BY 3.0) with the exception of the Agreement Material specified at item 9 of the Agreement Details, a Project Work Order or an Additional Services Order.
- (d) For the purpose of this Agreement, the Creative Commons Attribution Licence (CC-BY 3.0) is the form of licence detailed at <http://creativecommons.org.au/> as at the Commencement Date.

24.4 Department Material

To the extent that the Service Provider needs to use any of the Department Material for the purpose of performing its obligations under this Agreement, the Department grants to the Service Provider, subject to any direction by the Department, a royalty-free, non-exclusive, non-transferable licence to use, reproduce, adapt, modify and communicate such Material solely for the purpose of providing the Services during the Agreement Period.

24.5 Ownership of Department Data

- (a) The Service Provider agrees that:
 - (i) all right, title and interest in the Department Data remains vested in the Department and that the Service Provider's right to use or possess Department Data is granted solely for the purpose of fulfilling its obligations to provide the Services; and
 - (ii) all Intellectual Property Rights in Created Data (whether existing in a tangible or intangible form or format) will vest absolutely in the Department on its creation, and the Service Provider assigns all of its existing and future right, title and interest (including all Intellectual Property Rights) in Created Data to the Department.
- (b) The Service Provider must comply with any directions of, or conditions imposed by the Department in relation to Department Data.

24.6 Managing Intellectual Property Rights

The Service Provider must:

- (a) if requested by the Department to do so, bring into existence, sign, execute or otherwise deal with any document that may be necessary or desirable to give effect to this clause 24; and
- (b) not deal with the Intellectual Property Rights in the Agreement Material, except as expressly provided for in this Agreement.

24.7 Delivery of Agreement Material and Department Data

On the expiration or earlier termination of this Agreement or on such earlier date as may be specified by the Department, the Service Provider must deliver to the Department a complete copy of:

- (a) all Agreement Material; and
- (b) Department Data,

or deal with it as otherwise directed by the Department.

24.8 Warranty

The Service Provider warrants that:

- (a) the Warranted Materials and the Department's and its sublicensee's use of the Warranted Materials will not infringe the Intellectual Property Rights of any person; and
- (b) it has the necessary rights to vest the Intellectual Property Rights and grant the licences as provided for in this clause 24.

24.9 Remedy for breach of warranty

If someone claims, or the Department reasonably believes that someone is likely to claim, that all or part of the Warranted Materials infringe their Intellectual Property Rights, the Service Provider must, in addition to the indemnity under clause 32, and to any other rights that the Department may have against it, promptly, at the Service Provider's expense:

- (a) use its best efforts to secure the rights for the Department to continue to use the affected Warranted Materials free of any claim or liability for infringement; or
- (b) replace or modify the affected Warranted Materials so that the Warranted Materials or the use of them does not infringe the Intellectual Property Rights of any other person without any degradation of the performance or quality of the affected Warranted Materials.

25. Moral Rights

25.1 Obtaining consents

To the extent permitted by applicable Laws and for the benefit of the Department, the Service Provider must:

- (a) give, where the Service Provider is an individual; and
- (b) use its best endeavours to ensure that each of the Service Provider's Personnel used in the production or creation of the Agreement Material gives,

genuine consent in writing, in a form acceptable to the Department, to the Specified Acts, even if such an act would otherwise be an infringement of their Moral Rights.

25.2 Specified Acts

In this clause 25, Specified Acts means:

- (a) falsely attributing the authorship of any Agreement Material, or any content in the Agreement Material (including without limitation literary, dramatic, artistic works and cinematograph films within the meaning of the *Copyright Act 1968* (Cth));
- (b) materially altering the style, format, colours, content or layout of the Agreement Material and dealing in any way with the altered Agreement Material or infringing copies (within the meaning of the *Copyright Act 1968* (Cth));

- (c) reproducing, communicating, adapting, publishing or exhibiting any Agreement Material including dealing with infringing copies, within the meaning of the *Copyright Act 1968* (Cth), without attributing the authorship; and
- (d) adding any additional content or information to the Agreement Material.

26. Protection of Department Data

26.1 Use of Department Data

The Service Provider must not (and must ensure that its Personnel do not):

- (a) use Department Data held by the Service Provider, or which the Service Provider has access to, other than for the purposes of fulfilling its obligations under this Agreement;
- (b) allow any person, unless authorised by the Department, to access or use Department Data;
- (c) purport to sell, let for hire, assign rights in or otherwise dispose of Department Data;
- (d) purport to commercially exploit Department Data (or allow any Subcontractor or a Subcontractor's Personnel to do so); or
- (e) alter Department Data in any way, other than in the course of and to the extent necessary in providing the Services as required under this Agreement.

26.2 Safeguarding Department Data

- (a) The Service Provider must establish and maintain safeguards against the destruction, loss or alteration of Department Data in the possession or control of the Service Provider that:
 - (i) are no less rigorous than those notified by the Department from time to time; and
 - (ii) comply with all Laws and any procedures or requirements specified by the Department from time to time.
- (b) The Service Provider agrees that the Department may, at any time, with reasonable notice, conduct a security audit of the Service Provider's compliance with this clause 26.2, including the right to undertake a security risk assessment, threat risk assessment or privacy impact assessment.

26.3 Removal of Department Data

The Service Provider must not, and must ensure that the Service Provider's Personnel do not:

- (a) remove Department Data or allow Department Data to be removed from the Department's premises; or
- (b) take, transfer, transmit or disclose Department Data or allow Department Data to be taken, transferred, transmitted, accessed or disclosed outside of Australia,

without the Department's prior written consent.

26.4 Subcontracts

The Service Provider must ensure that any subcontract entered into for the purpose of fulfilling its obligations under this Agreement imposes on the Subcontractor the same obligations as the Service Provider has under this clause 26, including the requirement in relation to subcontracts.

26.5 Indemnity

The Service Provider agrees to indemnify the Department in respect of any Damages suffered or incurred by the Department which arises directly or indirectly from a breach of any of the obligations of the Service Provider under this clause 26, or a Subcontractor under the subcontract provisions referred to in clause 26.4.

Part G – Payment and charges

27. Payment of Service Charges

27.1 Department to pay charges

Subject to this clause 27, the Department will pay the Service Provider the Service Charges set out in Schedule 3.

27.2 Electronic payment

- (a) The Service Provider acknowledges that the Department's preferred method of payment is by electronic funds transfer direct to the Service Provider's bank account.
- (b) The Service Provider must notify the Department of a change of the Service Provider's bank account no later than 10 Business Days before a payment by the Department is due (the **Cut-off Date**).
- (c) The Department will not be liable to make any additional or interim payments where details of the Service Provider's bank account are:
 - (i) incorrectly notified by the Service Provider; or
 - (ii) notified after the Cut-off Date for that payment.
- (d) Unless the contrary is shown, payment will be deemed to have been made on the date the Department instructs its bank that funds are to be transferred.

27.3 Payment subject to performance of obligations

The Department may defer, reduce or not make a payment under clause 27.1 or 27.5 until the Service Provider has performed all of its obligations that are required to be performed up to the due date of that payment under this Agreement.

27.4 No other fees or charges

- (a) The Service Provider acknowledges that it has had the opportunity to conduct appropriate investigations to satisfy itself as to the scope of the Services and the adequacy of its pricing.
- (b) The Service Provider is not entitled to charge the Department for any fees, charges, costs, expenses or other amounts in addition to the Service Charges.

27.5 Service Provider to provide invoice

- (a) The Service Provider must provide a correctly rendered invoice to the Department for the Service Charges in accordance with the requirements specified in this clause 27, Schedule 3, the Statement of Work, a Project Work Order or an Additional Services Work Order.
- (b) The Service Provider must provide one invoice per invoicing period in accordance with the requirements specified in this clause 27 and Schedule 3 and the invoice provided by the Service Provider must:
 - (i) only include claims for payment for Services actually performed in the invoicing period; and
 - (ii) be accompanied by a statutory declaration in the form of Schedule 5 from the Service Provider that it has performed all of the Services subject of the invoice.
- (c) The Service Provider must not, in any Financial Year, invoice for Services in excess of the relevant Annual Not-to-Exceed Amount, however the Service Provider may invoice the amounts for Services actually performed in advance of the required timeframe in the Statement of Work or Project Work Order provided this amount does not result in the Service Provider invoicing the Department for Services in excess of the relevant Annual Not-to-Exceed Amount for the relevant Financial Year of the Agreement (unless otherwise

agreed in writing by the Department prior to the issue of the invoice including as to revised invoicing arrangements).

- (d) On receipt of an invoice, the Department will:
 - (i) assess the Services under clause 11 and if the Department Accepts the Services subject of the invoice and the invoice is submitted in accordance with this clause 27.5, approve the invoice; and
 - (ii) if the invoice is not approved under clause 27.5(d)(i), reject the invoice.
- (e) When an invoice is approved under clause 27.5(d)(i), the Department will make payment within 30 days after receiving the invoice.
- (f) When an invoice is rejected under clause 27.5(d)(ii), the Department will, within 14 days of receipt of the invoice, notify the Service Provider in writing of the need to resubmit the invoice and the reasons for rejection and any action to be taken by the Service Provider for the invoice to be rendered correct for payment.
- (g) On receipt of a notice issued in accordance with clause 27.5(f), the Service Provider must immediately take all necessary steps to make the invoice conform to the requirements of this Agreement and must submit a revised invoice to the Department when such action is complete. The resubmitted invoice will be subject to the same conditions as if it were the original invoice.
- (h) The Service Provider must ensure that it:
 - (i) has, at the time it makes a claim for a payment, sufficient documentary evidence (including as set out in Schedule 3) to prove that the Service Provider has delivered the relevant Services in accordance with, or otherwise has relevantly complied with, this Agreement;
 - (ii) has a valid ABN;
 - (iii) immediately notifies the Department if it ceases to have a valid ABN;
 - (iv) correctly quotes its ABN on all documentation provided to the Department;
 - (v) supplies proof of its GST registration, if requested by the Department; and
 - (vi) immediately notifies the Department of any changes to its GST status.

27.6 No double payments

- (a) The Service Provider acknowledges it is not entitled to payment from the Department, other Commonwealth sources or state, territory or local government bodies for providing the same or similar services as provided under this Agreement, and the Department may require the Service Provider to provide evidence, in a form acceptable to the Department, which proves that the Service Provider is not so entitled.
- (b) If the Department determines, in its absolute discretion, that the Service Provider is entitled to payment from the Department, other Commonwealth sources or state, territory or local government bodies for providing the same or similar services as provided under this Agreement, the Department may:
 - (i) make the payment of the relevant Service Charges;
 - (ii) decide not to make the payment of the relevant Service Charges; or
 - (iii) recover any payments of the relevant Service Charges made by the Department as a debt in accordance with clause 56.

27.7 Incorrect, invoices, under/over payment

If an invoice is found to have been rendered incorrectly after payment, any underpayment or overpayment will be recoverable by or from the Service Provider, as the case may be, and, without limiting recourse to other available means, may be offset against any amount subsequently owed by the Department to the Service Provider.

27.8 Stamp duty

The Service Provider must pay all stamp duty (including penalties and interest) assessed or payable in respect of this Agreement and the undertaking of the Services.

27.9 Taxes

The Service Provider must pay all other taxes, duties and government charges imposed or levied in Australia or overseas in connection with the performance of this Agreement.

28. [Not used]

29. GST

29.1 Interpretation

- (a) In this clause 29, a word or expression defined in the *A New Tax System (Goods and Services Tax) Act 1999* (Cth) (**GST Act**) has the meaning given to it in that Act;
- (b) Any part of a supply that is treated as a separate supply for GST purposes (including attributing GST payable to tax periods) will be treated as a separate supply for the purposes of this clause 29.
- (c) A reference to GST or input tax credits includes any notional GST payable or input tax credits arising under or in accordance with Division 177 of the GST Act.
- (d) A reference to GST payable by, or input tax credit entitlement of, a party includes any GST payable by or input tax credit entitlement of the representative member of any GST group of which that party is a member.

29.2 Consideration is GST exclusive

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

29.3 GST gross up

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

- (a) the consideration payable or to be provided for that supply under this Agreement but for the application of this clause (**GST exclusive consideration**) is increased by, and the recipient of the supply (**Recipient**) must also pay to the Supplier, an amount equal to the GST payable on the supply (**GST Amount**); and
- (b) subject to clause 29.7, the GST Amount must be paid to the Supplier by the Recipient at the same time as the GST exclusive consideration is payable or to be provided.

29.4 Reimbursements

If the Department reimburses or indemnifies the Service Provider for a loss, cost or expense, the amount to be reimbursed or indemnified is first reduced by any input tax credit the Service Provider is entitled to for the loss, cost or expense. The Service Provider will be presumed to be entitled to claim full input tax credits.

29.5 Exclusion of GST from calculations

If a payment is calculated by reference to or as a specified percentage of another amount or revenue stream, that payment will be calculated by reference to or as a specified percentage of the amount or revenue stream exclusive of GST.

29.6 Adjustments

- (a) If an adjustment event arises in respect of a taxable supply made by a supplier under this Agreement, the amount payable by the Recipient under clause 29.3 will be recalculated to reflect the adjustment and a payment will be made by the Recipient to the Supplier or by the Supplier to the Recipient as the case requires. To avoid doubt, if the GST payable in relation to a supply made by the Service Provider is less than the amount the Service Provider has paid to the Commissioner of Taxation, the Service Provider is obliged to pay a refund of the GST to the Department regardless of whether it receives a refund of that GST from the Commissioner of Taxation.
- (b) Any payment, credit or refund under this clause is deemed to be a payment, credit or refund of the GST Amount payable under clause 29.3.

29.7 Tax invoice

The Recipient need not pay a GST Amount under or in connection with this Agreement until it receives a tax invoice for the supply to which the payment relates.

29.8 Refund of GST incorrectly paid

If and to the extent that it is determined that any supply made by the Service Provider under this Agreement is not subject to GST:

- (a) the Service Provider must immediately refund to the Department any GST Amount paid for that supply; and
- (b) if and to the extent that the consideration paid for that supply is stated to be a GST inclusive amount, the Service Provider must refund to the Department the GST component to the Department (which will be deemed to be 1/11th of the payment made unless agreed otherwise).

29.9 Indemnity

The Service Provider will indemnify the Department for any amounts, including interest, fines, and penalties payable by the Department as a result of a supply of the Services being incorrectly treated as a taxable supply or otherwise resulting from the Department incorrectly claiming input tax credits in reliance on a tax invoice issued by the Service Provider.

Part H – Risk management

30. Change in Control

30.1 Change in Control

The Service Provider must promptly notify and fully disclose to the Department, in writing, of:

- (a) a Change in Control of the Service Provider; or
- (b) any event or occurrence actual or threatened during the performance of this Agreement which may materially affect the Service Provider's ability to perform any of its obligations under this Agreement or the Services or how the Services are perceived publicly.

30.2 Resolution

- (a) Within five Business Days after giving notice under clause 30.1(b), the Service Provider must inform the Department of the steps it will take to resolve the issue. If the Department considers those steps are inadequate, it may direct the Service Provider to resolve the issue in a manner proposed by the Department.
- (b) If the Service Provider is unable or unwilling to resolve the issue in the required manner under clause 30.2(a), the Department may, without limitation to any other rights or

remedies the Department may have under this Agreement or at Law, give the Service Provider a notice of termination for cause under clause 55.2.

31. Maintain appropriate governance frameworks

The Service Provider must at all times:

- (a) maintain appropriate governance and financial frameworks according to its statutory, incorporation and other legal obligations;
- (b) maintain appropriate financial procedures, purchasing policies and decision making processes to ensure transparency and accountability and the efficient, effective and ethical use, in the expenditure of public monies including, but not limited to, fraud prevention, probity, risk and independent auditing; and
- (c) ensure that the organisation is an inclusive workplace that values and respects diversity, including the development of employee and management competence in indigenous culture.

32. Indemnity

32.1 Indemnity by the Service Provider

- (a) The Service Provider will at all times indemnify, hold harmless and defend the Department, its officers, employees and agents (referred to in this clause 32.1 as 'those indemnified') from and against all actions, claims, demands, costs, expenses (including the costs of defending or settling any action, a claim or demand on a full indemnity basis), Losses or liabilities, including:
 - (i) loss of, or damage to, property of the Department;
 - (ii) claims by any person in respect of personal loss, damage, injury or death;
 - (iii) claims by any person in respect of loss of, or damage to, any property; and
 - (iv) costs and expenses including the costs of defending or settling any claim referred to in clauses 32.1(a)(ii) or 32.1(a)(iii),
 arising out of or in connection with:
 - (v) an infringement, or an alleged infringement, of the Intellectual Property Rights of any person, which occurred by reason of an act done by the Service Provider or its Personnel, in relation to any part of the Services;
 - (vi) the performance of the Services, including the provision of any advice, opinion, Material or information by the Service Provider or its Personnel, in connection with this Agreement regardless of whether or not that advice, opinion, Material or information was in any way based on any advice, opinion, Material or information provided, reviewed, commented on, approved or in way consented to, by the Department;
 - (vii) any actual, likely or threatened breach of the Service Provider's or Subcontractor's obligations relating to Confidential Information or Personal Information; or
 - (viii) without limiting the preceding paragraphs, any breach of this Agreement by the Service Provider, negligence on the part of the Service Provider or its Personnel or wrongful or unlawful act or omission on the part of the Service Provider or its Personnel.
- (b) The Service Provider's liability to indemnify the Department under this clause 32.1 will be reduced proportionately to the extent that any unlawful or negligent act or omission of the Department or its employees or agents contributed to the relevant liability, loss, damage or expense.
- (c) The right of the Department to be indemnified under this clause 32.1 is in addition to, and not exclusive of, any other right, power or remedy provided by Law.

33. Insurance

33.1 Insurance coverage

The Service Provider must ensure that by the Commencement Date and for the Agreement Period (except for professional indemnity insurance, which the Service Provider must maintain for the Agreement Period and at least seven years after the expiration or termination of this Agreement):

- (a) it has in place satisfactory insurance including, at a minimum, the insurance policies or coverage as specified in item 10 of Schedule 1;
- (b) it has in place any other insurance required by Law in the jurisdiction in which the Service Provider is carrying out activities for the purposes of this Agreement; and
- (c) each of the insurance policies referred to in clause 33.1(a):
 - (i) are primary and without any right of contribution by the Department or any insurance effected by the Department;
 - (ii) cover the Service Provider and Service Provider's Personnel;
 - (iii) other than professional indemnity insurance, name the Department and its Personnel as additional insured persons.

33.2 Evidence

The Service Provider must provide to the Department Representative satisfactory evidence certifying that it has the insurance required by this clause 33:

- (a) on or before the Commencement Date;
- (b) on each anniversary of the Commencement Date; and
- (c) at any other time that the Department requests.

33.3 Subcontractor insurance

Any Subcontractors engaged by the Service Provider must carry insurance similar to that required of the Service Provider, taking into consideration the nature, scope and volume of Services being provided by the Subcontractor. The Service Provider must ensure that each Subcontractor has and maintains that insurance during the period in which it is providing such Services.

34. [Not used]

35. [Not used]

Part I – Compliance

36. Confidentiality

36.1 Confidential information not to be disclosed

- (a) Subject to clause 36.3, a Party must not, without the prior written consent of the other Party, disclose any Confidential Information of the other Party to a third party.
- (b) In giving written consent to the disclosure of Confidential Information, a Party may impose such conditions as it thinks fit, and the other Party agrees to comply with these conditions.

36.2 Written undertakings

- (a) The Department may at any time require the other Service Provider to arrange for:
- (i) its Advisers; or
 - (ii) any other third party,
- to give a written undertaking in a form required by the Department relating to the use and non-disclosure of the Department's Confidential Information.
- (b) If the Service Provider receives a request under clause 36.2(a), it must promptly arrange for all such undertakings to be given.

36.3 Exceptions to obligations

The obligations on the Parties under this clause 36 will not be taken to have been breached to the extent that Confidential Information:

- (a) is disclosed by a Party to its Advisers or Personnel solely in order to comply with obligations, or to exercise rights, under this Agreement;
- (b) is disclosed to a Party's internal management personnel, solely to enable effective management or auditing of Agreement related activities;
- (c) is disclosed by the Department to the responsible Minister;
- (d) is disclosed by the Department, in response to a request by a House or a Committee of the Parliament of the Commonwealth of Australia;
- (e) is shared by the Department within the Department's organisation, or with a Government Agency, where this serves the Commonwealth's legitimate interests;
- (f) is authorised or required by Law, including under this Agreement, under a licence or otherwise, to be disclosed; or
- (g) is in the public domain otherwise than due to a breach of this clause 36

36.4 Obligation on disclosure

Where a Party discloses Confidential Information to another person:

- (a) pursuant to clauses 36.3(a), (b) or (e), the disclosing Party must:
 - (i) notify the receiving person that the information is Confidential Information; and
 - (ii) not provide the information unless the receiving person agrees to keep the information confidential; or
- (b) pursuant to clauses 36.3(c) or (d), the disclosing Party must notify the receiving Party that the information is Confidential Information.

36.5 Additional confidential information

- (a) The Parties may agree in writing after the date of this Agreement that certain additional information is to constitute Confidential Information for the purposes of this Agreement.
- (b) Where the Parties agree in writing after the Commencement Date that certain additional information is to constitute Confidential Information for the purposes of this Agreement, this documentation is incorporated into, and becomes part of this Agreement, on the date by which both parties have signed this documentation.

36.6 Period of confidentiality

The obligations under this clause 36 continue, notwithstanding the expiry or termination of this Agreement:

- (a) in relation to an item of information described in item 12 of the Agreement Details, for the period set out in the Agreement Details in respect of that item; and
- (b) in relation to any information which the Parties agree in writing after the date of this Agreement is to constitute Confidential Information for the purposes of this Agreement, for the period agreed by the Parties in writing in respect of that information.

36.7 No reduction in privacy obligations

Nothing in this clause 36 derogates from any obligation which either Party may have either under the Privacy Act as amended from time to time, or under this Agreement, in relation to the protection of Personal Information.

37. Protection of Personal Information

37.1 Application of the clause

This clause 37 applies only where the Service Provider deals with Personal Information when, and for the purpose of, performing the Services, but does not derogate from any obligation the Service Provider may have under the Law or under this Agreement in relation to the protection of Personal Information.

37.2 Definitions

In this clause 37:

agency has the meaning given in the Privacy Act.

approved privacy code or **APC** means a code approved or registered under the Privacy Act.

Australian Privacy Principles or **APPs** means the Australian Privacy Principles set out in Schedule 1 of the Privacy Act.

organisation has the meaning given in the Privacy Act.

37.3 Obligations

The Service Provider acknowledges that it is a 'contracted service provider' within the meaning of section 6 of the Privacy Act, and agrees in respect of the performance of the Services:

- (a) to use or disclose Personal Information obtained during the course of performing the Services only for the purposes of this Agreement or as otherwise permitted or required by law;
- (b) to maintain reasonable safeguards against loss, unauthorised access, use, modification or disclosure and other misuse of Personal Information held in connection with this Agreement;
- (c) to comply with, and at all times act in a manner that is consistent with, the APPs which apply to organisations including:
 - (i) developing and implementing practices, procedures and systems:
 - (A) to ensure the Service Provider complies with the APPs;
 - (B) that will enable the Department to comply with the APPs; and
 - (C) that will enable the Service Provider to deal with inquiries or Complaints from individuals about the Service Provider's or the Services' compliance with the APPs or any approved APP code binding on the Service Provider; and
 - (ii) maintaining records of the Personal Information held by the Service Provider in relation to this Agreement;
- (d) not to do any act or engage in any practice that would breach an APP if done or engaged in by an agency;
- (e) to carry out and discharge the obligations contained in the APPs as if it were an agency under the Privacy Act;
- (f) to notify individuals whose Personal Information the Service Provider holds that:
 - (i) Complaints about acts or practices of the Service Provider may be investigated by the Australian Information Commissioner and/or the Privacy Commissioner who

- has power to award compensation against the Service Provider in appropriate circumstances; and
- (ii) their Personal Information may be disclosed and passed on to the Department and to other persons in relation to providing the Services;
 - (g) not to use or disclose Personal Information for the purpose of direct marketing unless the Service Provider collected the information for the purpose of meeting (directly or indirectly) an obligation under this Agreement and the use or disclosure is necessary to meet (directly or indirectly) such an obligation;
 - (h) to comply with any request under section 95C of the Privacy Act;
 - (i) to the extent required by law and in performing this Agreement, to comply with the APPs and in particular Australian Privacy Principle 12 relating to access to records;
 - (j) not to store or disclose any Personal Information held in relation to this Agreement outside Australia, or to allow parties outside Australia to have access to it, without the written prior consent of the Department;
 - (k) to comply with any directions, rules, guidelines, determinations or recommendations of the Australian Information Commissioner and/or the Privacy Commissioner, to the extent that they are not inconsistent with the requirements of this clause 37;
 - (l) that if the Service Provider suspends or terminates Personnel:
 - (i) to remove any access that the Personnel have to any Personal Information; and
 - (ii) to require that the Personnel return to the Service Provider or the Department any Personal Information held in that Personnel's possession; and
 - (m) to ensure that any of the Service Provider's Personnel who are required to deal with Personal Information for the purposes of this Agreement are made aware of, and undertake in writing to observe, the APPs and other obligations of the Service Provider set out in this clause 37.

37.4 Notification to the Department

The Service Provider must immediately notify the Department if it becomes aware:

- (a) of a breach or possible breach of any of the obligations contained in, or referred to in, this clause 37 by the Service Provider or any Subcontractor;
- (b) that a disclosure by the Service Provider or any Subcontractor of Personal Information obtained under this Agreement or during the course of performing the Services may be required by Law; or
- (c) of an approach to the Service Provider by the Australian Information Commissioner and/or the Privacy Commissioner or by a person claiming that their privacy has been interfered with, in relation to Personal Information obtained under this Agreement or during the course of performing the Services.

37.5 Subcontracts

The Service Provider must ensure that any subcontract entered into for the purpose of fulfilling its obligations under this Agreement contains provisions to ensure that the Subcontractor has the same awareness and obligations as the Service Provider has under this clause 37 including the requirement in relation to subcontracts.

37.6 Indemnity

The Service Provider agrees to indemnify the Department in respect of any Damages suffered or incurred by the Department which arises directly or indirectly from a breach of any of the obligations of the Service Provider under this clause 37, or a Subcontractor under the subcontract provisions referred to in clause 37.5.

38. Public announcements

- (a) The Service Provider must not make any public announcement or other public statement which refers or is connected to this Agreement, including on any matter related to the Services, without obtaining written approval from the Department.
- (b) Clause 38(a) does not apply to:
 - (i) announcements required by Law or the rules of any stock exchange or similar body on which the Service Provider is listed; or
 - (ii) routine marketing activities promoting the Service Provider's product or to information that is public knowledge other than by breach of this clause 38.
- (c) To avoid doubt, no right or obligation arising from this Agreement is to be read or understood as limiting the Service Provider's right to enter into public debate regarding policies of the Australian Government, its agencies, employees, servants or agents.

39. Acknowledgement and promotion

39.1 Promotion

Subject to clause 39.2, the Service Provider must, in all publications, and in all promotional, publicity (including speeches, media releases, conferences) and advertising Materials (including print advertisements, brochures, posters, newsletters, magazine articles, outdoor signage) or activities of any type undertaken by, or on behalf of, the Service Provider relating to the Services or this Agreement:

- (a) comply with any promotion and style guidelines issued by the Department from time to time;
- (b) use badging and signage;
- (c) acknowledge the financial and other support the Service Provider has received from the Department by using such attribution as notified by the Department to the Service Provider from time to time; and
- (d) deliver to the Department (at the Department's request and at the Service Provider's own cost) copies of all promotional, publicity and advertising Materials the Service Provider has developed for the purposes of this Agreement,

in accordance with the Department's Policies and Procedures.

39.2 Logos and branding

- (a) The Service Provider must not use the Department's logo without obtaining the Department's prior written approval.
- (b) If the Department approves the use of the Department's logo on a publication, the Service Provider must:
 - (i) comply with the Australian Government Branding Guidelines as amended from time to time (available at www.pmc.gov.au);
 - (ii) comply with any directions issued by the Department;
 - (iii) ensure that the Department's logo has prominence over and above other images, including any logo for the Service Provider; and
 - (iv) ensure that the Department's logo meets minimum size requirements and is not altered or distorted.

40. Indigenous Procurement Policy

40.1 Indigenous Procurement Policy

- (a) It is Commonwealth policy to stimulate Indigenous entrepreneurship and business development, providing Indigenous Australians with more opportunities to participate in the economy (see Indigenous Procurement Policy for further information).
- (b) The Service Provider must use its best endeavours to increase its:
 - (i) purchasing from Indigenous Enterprises; and
 - (i) employment of Indigenous Australians, in the delivery of the Services.
- (c) Purchases from Indigenous Enterprises may be in the form of engagement of an Indigenous enterprise as a Subcontractor, and use of Indigenous suppliers in the Service Provider's supply chain.
- (d) Without limiting clause 40.1(b), the Service Provider must comply with the Indigenous Participation Plan.

40.2 Indigenous employment and subcontracting

- (a) Unless otherwise approved by the Department in writing, for Indigenous employment and subcontracting, the Service Provider must use its best endeavours to meet the following minimum standards in the provision of the Services:
 - (i) by the end of the Initial Agreement Period, at least 4 per cent of the:
 - (A) full time equivalent Australian-based workforce deployed on subcontracts to deliver the Services; and/or
 - (B) the full time equivalent Australian-based workforce within the Service Provider's organisation engaged in delivering the Services, must be Indigenous Australians, on average over the Initial Agreement Period; or
 - (ii) by the end of the Initial Agreement Period, at least 1 per cent of the value of the Services provided under this Agreement, Project Work Orders and Additional Services Work Orders must be subcontracted to Indigenous Enterprises, on average over the Initial Agreement Period; or
 - (iii) by the end of the Initial Agreement Period:
 - (A) a minimum percentage of the full time equivalent Australian-based workforce deployed on the subcontracts to deliver the Services and/or the full time equivalent Australian based workforce within the Service Provider's organisation engaged in delivering the Services must be Indigenous Australians; and
 - (B) a minimum percentage of the value of the goods and Services provided under this Agreement, Project Work Orders and Additional Service Work Orders must be subcontracted to Indigenous Enterprises, so that both targets add up to a total of at least 4 per cent, on average over the Initial Agreement Period.
- (b) Where the Core Services and/or a Project will be delivered in a Remote Area, the Service Provider must ensure the Services and/or Project delivers significant Indigenous employment or subcontracting in that area, with an aspirational goal of 20 per cent employment of Indigenous Australians for the proportion of the contracted goods and Services that will be delivered in the Remote Area.

41. Workplace Gender Equality Act 2012 (Cth)

41.1 Application

This clause 41 applies only to the extent that the Service Provider is a 'relevant employer' for the purposes of the *Workplace Gender Equality Act 2012 (Cth)*.

41.2 Non-compliance

If the Service Provider becomes non-compliant with the *Workplace Gender Equality Act 2012 (Cth)* during the Agreement Period, the Service Provider must notify the Department Representative.

41.3 Letter of compliance

The Service Provider must provide a current letter of compliance within 18 months from the Commencement Date and following this, annually, to the Department Representative.

41.4 Other obligations preserved

Compliance with the *Workplace Gender Equality Act 2012 (Cth)* does not relieve the Service Provider from its responsibility to comply with its other obligations under this Agreement.

42. Freedom of information

- (a) In this clause 42, 'document' and 'Commonwealth contract' have the same meaning as in the *Freedom of Information Act 1982 (Cth)*.
- (b) The Service Provider acknowledges that this Agreement is a Commonwealth contract.
- (c) Where the Department has received a request for access to a document created by, or in the possession of, the Service Provider or any Subcontractor or any Third Party IT Provider that relates to the performance of this Agreement (and not to the entry into this Agreement), the Department may at any time by written notice require the Service Provider to provide the document to the Department and the Service Provider must, at no additional cost to the Department, promptly comply with the notice.
- (d) The Service Provider must assist the Department in respect of the Department's obligations under the *Freedom of Information Act 1982 (Cth)*.
- (e) The Service Provider must include in any subcontract or contract with a Third Party IT Provider relating to the performance of this Agreement provisions that will enable the Service Provider to comply with its obligations under this clause 42.

43. Illegal Workers

- (a) The Service Provider must ensure that its employees, agents, volunteers, and any other person engaged to carry out the Services, including those engaged by any Subcontractors, are at all times:
 - (i) Australian citizens; or
 - (ii) in the case of persons who are not Australian citizens, not Illegal Workers.
- (b) The Service Provider must remove or cause to be removed any Illegal Worker from any involvement in the carrying out of Services and arrange for his or her replacement at no cost to the Department immediately on becoming aware of the involvement of the Illegal Worker. The Service Provider must immediately notify the Department of the involvement of the Illegal Worker and the removal.
- (c) To avoid doubt, compliance with the Service Provider's obligations under this clause 43 will not give rise to an entitlement to claim any delay or otherwise excuse the Service Provider from compliance with its obligations under this Agreement.

- (d) When requested by the Department, the Service Provider will provide evidence that it has taken all reasonable steps to ensure it has complied and is complying with its obligations under this clause 43, including in relation to its Subcontractors.
- (e) The Service Provider must provide the Department with evidence referred to in clause 43(d) within five Business Days of receiving the Department's request.

44. Work health and safety

44.1 Definitions

In this clause 44, Construction Project, Inspector, Notifiable Incident, Person Conducting a Business or Undertaking, Principal Contractor, Regulator and WHS Entry Permit Holder have the meanings given in the WHS Laws.

44.2 General obligations

- (a) The Service Provider must ensure the Services are performed in a safe manner.
- (b) The Service Provider must not, and must ensure that the Service Provider's Personnel do not, by act or omission place the Department in breach of its obligations under the WHS Laws.
- (c) The Service Provider must, and must ensure that the Service Provider's Personnel, if using or accessing the Department's premises or facilities, comply with all instructions, directions, policies and procedures relating to work health and safety in operation at those premises or facilities whether specifically drawn to the attention of the Service Provider or as might reasonably be inferred from the circumstances.
- (d) Where the health and safety of any person may be affected by the performance of the Services, the Service Provider must consult, cooperate and coordinate with the Department, or any other relevant Person Conducting a Business or Undertaking, in relation to the health and safety issue.
- (e) The Service Provider must inform itself of and comply with, and ensure that the Service Provider's Personnel inform themselves of and comply with, the Department's work health and safety policies and procedures relevant to the Services.
- (f) The Service Provider must, and must ensure that the Service Provider's Personnel:
 - (i) comply with the WHS Laws in relation to the Services;
 - (ii) perform the Services in accordance with the Work Health and Safety Plan;
 - (iii) comply with all relevant work health and safety policies and procedures of the Department whether specifically drawn to the attention of the Service Provider or as might reasonably be inferred from the circumstances; and
 - (iv) immediately comply with any instruction or direction from the Department regarding work health and safety in relation to the Services, including to suspend the Services under clause 44.7.
- (g) To the extent that the Services, or any part of the Services, are a Construction Project, the Department engages the Service Provider as Principal Contractor for the Construction Project and authorises the Service Provider to have management or control of the workplace and to discharge the duties of a Principal Contractor under the WHS Laws.
- (h) Notwithstanding any engagement at clause 44.3(g), the Service Provider is authorised to have management and control of any workplace where the Services are being performed.

44.3 Notifying the Department

- (a) The Service Provider must notify the Department as soon as practicable of any concern the Service Provider has regarding work health and safety in relation to the Services.
- (b) The Service Provider must immediately on becoming aware notify the Department of any:
 - (i) breach or suspected breach of the WHS Laws in relation to the Services;

- (ii) incident or event that occurred in connection with the Services that had the potential to cause (but did not cause) a serious injury or death to any person, including any Notifiable Incident;
 - (iii) cessation of work on the Services, or direction to cease work on the Services from any person having authority under the WHS Laws to do so, due to unsafe work;
 - (iv) entry by a WHS Entry Permit Holder or Inspector to any place where Services are being performed; or
 - (v) proceedings against, decision by the Regulator in relation to, or request from the Regulator to, the Service Provider or the Service Provider's Personnel under the WHS Laws.
- (c) In respect of each item referred to in clause 44.3(b), if required by the Department, the Service Provider must provide the Department with the following information in writing in the timeframe specified by the Department, and if no timeframe is specified, within 2 Business Days:
- (i) a brief description of how the incident occurred;
 - (ii) the precise location where the incident occurred;
 - (iii) when the incident occurred;
 - (iv) the names, positions and employers (if any) of the persons involved;
 - (v) details of any known injuries or property damage;
 - (vi) the names, positions and employers (if any) of the persons who saw the incident or were present when it occurred; and
 - (vii) any additional information identified by the Department as being necessary for it to comply with its own notification and reporting obligations under the WHS Laws.
- (d) The Service Provider must provide to the Department a copy of any notice issued to the Service Provider under the WHS Laws in relation to Services performed as soon as possible and in any event within 24 hours after receipt.
- (e) If a Notifiable Incident occurs with respect to the Services, the Service Provider must:
- (i) in accordance with the WHS Laws, notify the Regulator of the Notifiable Incident and provide a copy of any written notice to the Department; and
 - (ii) if requested by the Department, provide within the timeframe specified by the Department a report on the Notifiable Incident that contains the information clause 44.3(c), the results of any investigations into its cause, and any recommendations for prevention in the future.
- (f) If the Department wishes to conduct its own investigation of any incident connected with the Services, the Service Provider must, and must ensure that the Service Provider's Personnel, cooperate fully with the Department's investigation including by promptly providing all information and documents requested by the Department and access to the Service Provider's Personnel, including for the purpose of the Department conducting interviews with them.
- (g) If the Department (acting reasonably) considers that action or intervention is required to respond to an incident listed in clause 44.3(b) or a direction is given by a Regulator under any WHS Laws that action or intervention is required, the Department may, if and to the extent that the Service Provider is responsible for the relevant incident:
- (i) direct the Service Provider to take the action or intervention, in which case the Service Provider must take whatever action or intervention is required at its own cost; or
 - (ii) where the Department considers it reasonable in the circumstances, take the action or intervention itself, in which case the reasonable costs and charges incurred by the Department are a debt due and payable by the Service Provider to the Department.

44.4 Health and safety audits

- (a) The Department (or any third party engaged by the Department) may carry out audits of the Service Provider's compliance with the health and safety requirements of this Agreement at any time. During any audit, the Service Provider must provide all documents, access and assistance requested by the Department.
- (b) An audit undertaken pursuant to this clause 44.4 may include a check on the Service Provider's policies, procedures and records.
- (c) If any non-conformance or non-compliance is detected by the Service Provider or the Department with the WHS Laws, the Work Health and Safety Plan or direction or requirement of the Department, the Service Provider must immediately rectify the non-conformance or non-compliance at its cost.

44.5 Work Health and Safety Plans

The Service Provider must develop and implement a Work Health and Safety Plan as set out in the Statement of Work, a Project Work Order or an Additional Services Work Order.

44.6 Relationship to other obligations

- (a) If there is any inconsistency between this clause 44 and the WHS Laws, the WHS Laws prevail to the extent of the inconsistency.
- (b) The Service Provider acknowledges that it is responsible for:
 - (i) complying with its obligations under WHS Laws;
 - (ii) performing the Services in accordance with this Agreement;and will not be relieved of that responsibility because of:
 - (iii) anything in this clause 44 or in any policy or procedure referred to in this clause 44;
 - (iv) any instruction or direction or failure to give an instruction or direction under this clause 44;
 - (v) any exercise of, or failure to exercise, the Department's rights under this clause 44; or
 - (vi) any notice or other document or communication from the Service Provider under this clause 44.
- (c) To the extent permitted by Law, the Department is not liable to the Service Provider for any Losses in connection with work health and safety in relation to the Service Provider or the Service Provider's Personnel.

44.7 Non-compliance

- (a) If, during the performance of any work under this Agreement, the Department Notifies the Service Provider that the Department is satisfied that the Service Provider is:
 - (i) not performing the work in compliance with the Service Provider's Work Health and Safety Plan, work health and safety management procedures, WHS Laws or the work health and safety procedures provided by the Department from time to time; or
 - (ii) performing the work in such a way as to endanger the health and safety of the Service Provider,the Service Provider must promptly remedy that breach of health and safety.
- (b) The Department may direct the Service Provider to suspend the work until such time as the Service Provider satisfies the Department that the work will be resumed in conformity with applicable work health and safety provisions. During periods of suspension referred to above, the Department will not be required to make any payment whatsoever to the Service Provider.

- (c) If the Service Provider fails to rectify any breach of health and safety for which the work has been suspended within a reasonable period but no later than 10 Business Days after receiving notification from the Department to do so, or if the Service Provider's performance has involved recurring breaches of health and safety, the Department may, at its option, immediately terminate this Agreement or reduce the scope of this Agreement, without further obligation to the Service Provider. In this event, the Department's liability will be limited to payment for the Services performed and costs incurred by the Service Provider up to the time of termination or reduction in scope.

45. [Not used]

46. Building Code

46.1 Service Provider must comply with the Building Code

The Service Provider must comply, and ensure that each other Building Code Entity complies, in the performance of this Agreement, with the requirements of the Building Code and the BCIIIP Act, including by ensuring that neither the Service Provider nor any Subcontractor:

- (a) is covered by an Enterprise Agreement that does not meet the requirements of section 11 of the Building Code;
- (b) is subject to an Exclusion Sanction or is excluded from undertaking work funded by a state or territory government, unless approval to engage that Building Code Entity has been obtained from the ABC Commissioner;
- (c) has had an adverse decision, direction or order made by a court or tribunal for a breach of the BCIIIP Act, a Designated Building Law, the WHS Laws or competition and consumer law (including, but not limited to, the *Competition and Consumer Act 2010* (Cth)) and failed to comply with the decision, direction or order; and
- (d) will use products in relation to the Works that do not comply with the relevant Australian standards published by, or on behalf of, Standards Australia Limited (ABN 85 087 326 690).

46.2 Service Provider must ensure Subcontractors comply with the Building Code

The Service Provider must comply, and must ensure that each of its Subcontractors complies, with the version of the Workplace Relations Management Plan approved by the ABCC in accordance with Part 6 of the Building Code that applies to the Works.

46.3 Liable to perform Agreement

Compliance with the Building Code will not relieve the Service Provider from responsibility to perform this Agreement, or from liability for any defect in the Works arising from compliance with the Building Code.

46.4 Service Provider must maintain adequate records

The Service Provider must maintain adequate records of the compliance with the Building Code by each Building Code Entity.

46.5 Service Provider must notify ABCC of breach of Building Code

The Service Provider must notify the ABCC of any breach or suspected breach of the Building Code as soon as practicable but no later than two Business Days after becoming aware of the breach or suspected breach and of the steps proposed to be taken to rectify the breach.

46.6 Powers and functions of ABC Commissioner and ABCC

The Service Provider acknowledges the powers and functions of the ABC Commissioner and the ABCC under the BCIIIP Act and the Building Code and will ensure that it and its Subcontractors comply with any requests made by the ABCC and the ABC Commissioner within those powers and functions, including but not limited to requests for entry under section 72 of the BCIIIP Act,

requests to interview any person under section 74 of the BCIIIP Act, requests to produce records or documents under sections 74 and 77 of the BCIIIP Act and requests for information concerning matters relating to the Building Code under subsection 7(c) of the Building Code.

46.7 Requirements in relation to subcontracts

The Service Provider must only enter into a subcontract for any of the Works where:

- (a) the Subcontractor has submitted a declaration of compliance, including the further information outlined in Attachment A to the declaration of compliance, in substantively the same form as the model declaration of compliance applicable to contractors and subcontractors in relation to the Building Code issued by the ABCC from time to time; and
- (b) the subcontract with the Subcontractor contains clauses in substantively the same form as the model contract clauses applicable to contractors and subcontractors in relation to the Building Code issued by the ABCC from time to time.

46.8 Service Provider to provide Subcontractors' declaration of compliance

The Service Provider must provide the Department with any Subcontractor's declaration of compliance referred to in clause 46.7(a) on request.

46.9 Requirements in relation to Subcontractors

The Service Provider must require each of its Subcontractors to:

- (a) prior to entering into a subcontract with that person; and
- (b) every six months during the term of the relevant subcontract,

provide the Service Provider with confirmation that the Subcontractor has not, within the preceding three year period:

- (c) had an adverse decision, direction or order made by a court or tribunal for a breach of a Designated Building Law, the WHS Laws or the *Migration Act 1958* (Cth); or
- (d) been required to pay any amounts under an adjudication certificate (provided in accordance with a law relating to the security of payments, that are due to persons in respect of Building Work) or owed any unsatisfied judgement debts (including by any Related Entity) to a Building Contractor or a Building Industry Participant.

46.10 Terms of subcontract

Without limiting any other obligation on a Building Code Entity under the Building Code, the Service Provider must ensure that all Subcontracts impose obligations on Subcontractors equivalent to the requirements of this clause 46.

47. Conflict of interest

47.1 Warranty that there is no Conflict

The Service Provider warrants that, to the best of its knowledge after making diligent inquiry, at the date of signing this Agreement, no Conflict exists or is likely to arise in the performance of its obligations under this Agreement by itself or any of its Personnel.

47.2 Notification of a Conflict

If, during the Agreement Period, a Conflict arises, or appears likely to arise, the Service Provider must:

- (a) notify the Department immediately in writing;
- (b) make full disclosure of all relevant information relating to the conflict and setting out the steps the Service Provider proposes to take to resolve or otherwise deal with the Conflict; and
- (c) take such steps as have been proposed by the Service Provider, or at the discretion of the Department, the Department requires to resolve or otherwise deal with the Conflict.

47.3 Termination

If the Service Provider fails to notify the Department under this clause 47, or is unable or unwilling to resolve or deal with the Conflict as required by the Department, the Department may terminate this Agreement in accordance with clause 55.2.

47.4 Service Provider to avoid Conflict

The Service Provider agrees that it will not, and will use its best endeavours to ensure that any of the Service Provider's Personnel do not engage in any activity or obtain any interest during the course of this Agreement that is likely to conflict with or restrict the Service Provider in undertaking the Services fairly and independently.

47.5 Subcontracts

The Service Provider must ensure that any subcontract entered into for the purpose of this Agreement contains an equivalent clause granting the rights specified in this clause 47.

48. Security

- (a) The Service Provider must:
- (i) comply with the Protective Security Policy Framework and its Protective Security Protocols, including the Protective Security Governance Guidelines – Security of outsourced services and functions and the Information Security Manual and any other security requirements set out in this Agreement or given by the Department from time to time regarding any aspect of security of or access to, the Department's information, Material or premises;
 - (ii) inform the Department by telephone as soon as possible after it becomes aware of any Security Incident, and as soon as practicable (and at least within 5 Business Days) confirm the details by notice in writing. In the event of any Security Incident, the Service Provider must comply with all directions of the Department to resolve the incident, including in relation to:
 - (A) obtaining evidence about how, when and by whom the Service Provider's information system and/or the Department Material has or may have been compromised, providing it to the Department on request, and preserving and protecting that evidence for a period of up to 12 months;
 - (B) implementing any mitigation strategies to reduce the impact of the Security Incident or the likelihood or impact of any future similar incident; and
 - (C) preserving and protecting Department Material (including as necessary reverting to any backup or alternative site or taking other action to recover Department Material).
- (b) The Service Provider acknowledges that unauthorised disclosure of security-classified information is an offence. Legislation (including the *Crimes Act 1914* (Cth)) contains provisions relating to the protection of prescribed official information and sets out the penalties for the unauthorised disclosure of that information.

49. Compliance with policies and Law

49.1 General obligations of the Service Provider

- (a) The Service Provider and the Service Provider's Personnel must comply with all applicable Laws; including:
- (i) *Crimes Act 1914* (Cth);
 - (ii) *Criminal Code Act 1995* (Cth);
 - (iii) *Fair Work Act 2009* (Cth);
 - (iv) *Racial Discrimination Act 1975* (Cth);

- (v) *Sex Discrimination Act 1984* (Cth);
 - (vi) *Disability Discrimination Act 1992* (Cth);
 - (vii) *Workplace Gender Equality Act 2012* (Cth);
 - (viii) *Age Discrimination Act 2004* (Cth);
 - (ix) *Ombudsman Act 1976* (Cth);
 - (x) *Auditor-General Act 1997* (Cth); and
 - (xi) relevant workers compensation legislation.
- (b) The Service Provider must, in relation to this Agreement, at all times, act in a manner that maintains the good reputation of the Services.
- (c) The Service Provider must not engage in any practice that dishonestly or improperly manipulates the Services with the intention of maximising payments to, or otherwise obtaining a benefit for, the Service Provider, a Related Body Corporate or any other person.
- (d) The Service Provider must advise its officers and employees:
- (i) that they are Commonwealth public officials for the purposes of section 142.2 of the *Criminal Code Act 1995* (Cth); and
 - (ii) that acting with the intention of dishonestly obtaining a benefit for any person is punishable by penalties including imprisonment.
- (e) The Service provider must comply with the Commonwealth policies and guidelines as notified by the Department to the Service Provider from time to time.

50. Ombudsman investigations

The Service Provider acknowledges that:

- (a) it may be considered a 'Commonwealth service provider' for the purposes of the *Ombudsman Act 1976* (Cth) and subject to investigation by the Ombudsman under that Act; and
- (b) the Department will not be liable for the cost of any such investigation by the Ombudsman in connection with the subject matter of this Agreement.

51. Fraud

- (a) The Service Provider must not engage in fraudulent activity in relation to this Agreement.
- (b) The Service Provider must take all reasonable steps to prevent fraud upon the Commonwealth, including the development and implementation of an appropriate fraud control plan, a copy of which must be provided to the Department on request.
- (c) If, after investigation, the Department determines that the Service Provider has been engaged in fraudulent activity, the Department may immediately terminate this Agreement under clause 55.2.

52. Books and records

52.1 Service Provider to keep books and records

The Service Provider must:

- (a) keep and require its Subcontractors to keep adequate books and records, in accordance with Australian Accounting Standards, in sufficient detail to enable the amounts payable by the Department under this Agreement to be determined; and

- (b) retain and require its Subcontractors to retain for a period of seven years after the expiry or termination of this Agreement all books and records relating to the Services.

52.2 Costs

The Service Provider must bear its own costs of complying with this clause 52.

52.3 Survival

This clause 52 applies for the Agreement Period and for a period of seven years from the expiry or termination of this Agreement.

53. Audit and access

53.1 Right to conduct audits

The Department or a representative may conduct audits relevant to the performance of the Service Provider's obligations under this Agreement, including against the Assurance Framework. Audits may be conducted of:

- (a) the Service Provider's operational practices and procedures as they relate to this Agreement, including security procedures;
- (b) the accuracy of the Service Provider's invoices and reports in relation to the provision of the Services under this Agreement;
- (c) the Service Provider's compliance with its confidentiality, privacy and security obligations under this Agreement;
- (d) Material (including books and records) in the possession of the Service Provider relevant to the Services or this Agreement;
- (e) the financial statements of the Service Provider; and
- (f) any other matters determined by the Department to be relevant to the Services or this Agreement.

53.2 Access by the Department

- (a) The Department may, at reasonable times and on giving reasonable notice to the Service Provider:
 - (i) access the premises of the Service Provider to the extent relevant to the performance of this Agreement;
 - (ii) require that the Service Provider provide access to any sites where the Services will be or have been performed and that the Service Provider accompany the Department's Personnel to the relevant site;
 - (iii) require the provision by the Service Provider, or its Personnel, of records and information relating to the provision of the Services in a data format and storage medium accessible by the Department by use of the Department's existing computer hardware and software;
 - (iv) inspect and copy documentation, books and records relating to the provision of the Services, however stored, in the custody or under the control of the Service Provider or its Personnel; and
 - (v) require assistance in respect of any inquiry into or concerning the Services or this Agreement. For these purposes an inquiry includes any administrative or statutory review, audit or inquiry (whether within or external to Department), any request for information directed to Department, and any inquiry conducted by Parliament or any Parliamentary committee.
- (b) The Service Provider must provide access to its computer hardware and software to the extent necessary for the Department to exercise its rights under this clause 53, and

provide the Department with any reasonable assistance requested by the Department to use that hardware and software.

- (c) The Service Provider must provide reasonable access to:
- (i) its premises;
 - (ii) any sites where the Services will be or have been performed and the Service Provider must accompany the Department's Personnel to the relevant site if required by the Department;
 - (iii) all Material; and
 - (iv) its Personnel,
- to the extent necessary for the Department to exercise its rights under this clause 53.

53.3 Conduct of audit and access

The Department must use reasonable endeavours to ensure that:

- (a) audits performed pursuant to clause 53.1; and
 - (b) the exercise of the general rights granted by clause 53.2 by the Department,
- do not unreasonably delay or disrupt in any material respect the Service Provider's performance of its obligations under this Agreement.

53.4 Costs

Each Party must bear its own costs of any reviews and/or audits.

53.5 Auditor-General, Australian Information Commissioner, Privacy Commissioner and Freedom of Information Commissioner

The rights of the Department under clause 53.2(a)(i) to 53.2(a)(iv) apply equally to the Auditor-General, Australian Information Commissioner, Privacy Commissioner and Freedom of Information Commissioner, or his or her delegate, for the purpose of performing the Auditor-General's, Australian Information Commissioner's, Privacy Commissioner's or Freedom of Information Commissioner's statutory functions or powers.

53.6 Service Provider to comply with Auditor-General's, Australian Information Commissioner's, Privacy Commissioner's and Freedom of Information Commissioner's requirements

The Service Provider must do all things necessary to comply with the Auditor-General's, Australian Information Commissioner's, Privacy Commissioner's or Freedom of Information Commissioner's, or his or her delegate's requirements, notified under clause 53.2, provided such requirements are legally enforceable and within the power of the Auditor-General, Australian Information Commissioner, Privacy Commissioner or Freedom of Information Commissioner, or his or her respective delegate.

53.7 No reduction in responsibility

The requirement for, and participation in, audits does not in any way reduce the Service Provider's responsibility to perform its obligations in accordance with this Agreement.

53.8 Subcontractor requirements

The Service Provider must ensure that any subcontract entered into for the purpose of this Agreement contains an equivalent clause granting the rights specified in this clause 53.

53.9 No restriction

Nothing in this Agreement reduces, limits or restricts in any way any function, power, right or entitlement of the Auditor-General, Australian Information Commissioner, Privacy Commissioner or Freedom of Information Commissioner, or his or her delegate. The rights of the Department under this Agreement are in addition to any other power, right or entitlement of the Auditor-

General or a delegate of the Auditor-General, Australian Information Commissioner, Privacy Commissioner or Freedom of Information Commissioner, or his or her delegate.

53.10 Survival

This clause 53 applies for the Agreement Period and for a period of seven years from the expiry or termination of this Agreement.

Part J – Dispute resolution and termination

54. Dispute resolution

54.1 Dispute resolution and escalation

- (a) If a dispute arises in connection with this Agreement the Parties agree to use their best endeavours to resolve the dispute between them in accordance with this clause 54.
- (b) Disputes relating to the administration of this Agreement will be discussed by the Service Provider and the Department Representative. A Party claiming that a dispute has arisen under this Agreement will submit a written notice (**Notice of Dispute**) to the other Party specifying:
 - (i) the nature of the dispute that has arisen;
 - (ii) the relief or outcome being sought; and
 - (iii) the representative of the Party with the authority to negotiate and settle the dispute.
- (c) Within 14 days of receipt of the Notice of Dispute, the Parties must confer and attempt to resolve the dispute in good faith.
- (d) If the dispute is not resolved within the 14 day period specified in clause 54.1(c) or within any other period as agreed between the Parties (first period), the Parties will engage in a mediation.

54.2 Mediation

- (a) Unless the Parties agree to the contrary:
 - (i) the mediation will be conducted in the Australian Capital Territory;
 - (ii) the Parties will engage an independent mediator, acceptable to each of the Parties, to mediate the dispute within a time period agreed by the Parties and the independent person.
- (b) The Parties must pay the mediator's remuneration in equal shares. Each Party must pay its own costs of the mediation.
- (c) The mediator may discuss the dispute with either Party in the absence of the other.
- (d) If the dispute is not resolved within 28 days after the appointment of the mediator or within any other period as agreed between the Parties (second period), the Parties may either submit to arbitration by agreement or institute legal proceedings.

54.3 Confidentiality

The Parties must at all times maintain the confidentiality about all matters arising in the mediation, except to the extent that such matters are already public or to such extent as may be agreed between the Parties or as required by law.

54.4 Privilege

All discussion and negotiation during the mediation will be on a privileged 'without prejudice' basis unless such privilege is waived by the Parties by agreement, either generally or in relation to any

aspect. Neither of the Parties may refer in any subsequent proceedings to any such privileged discussions and negotiations or require the mediator to do so, nor may either Party have access to any of the mediator's notes or call the mediator as a witness in any proceedings.

54.5 Application of this clause

- (a) Nothing in this clause 54 prevents:
 - (i) the Department exercising its rights to suspend the Services or terminate this Agreement; or
 - (ii) a Party from seeking urgent interlocutory relief before an appropriate court.
- (b) This clause 54 applies even where this Agreement is otherwise void or voidable.

55. Termination

55.1 Termination and reduction for convenience

- (a) This clause 55.1 does not apply to a reduction in scope of this Agreement as a result of an Unforeseen Event, in which case clause 23 applies.
- (b) In addition to any other rights it has under this Agreement, the Department may, at its absolute discretion and at any time, terminate this Agreement in whole or in part, or reduce the scope of this Agreement by notifying the Service Provider in writing.
- (c) The Service Provider must, in each subcontract entered for the purposes of providing Services under this Agreement, secure the rights of termination and reduction and terms for compensation functionally equivalent to that of the Department under this clause 55.1.
- (d) If this Agreement is terminated or reduced in scope in accordance with this clause 55.1, the Department will only be liable for:
 - (i) payments that are due and properly payable under clause 27 for Services rendered in accordance with this Agreement before the effective date of termination or reduction in scope; and
 - (ii) any reasonable costs (excluding, without limitation, loss of prospective income or profits and redundancy costs) unavoidably incurred by the Service Provider, which are directly attributable to the termination or reduction in scope and which are properly and fully substantiated to the reasonable satisfaction of the Department.
- (e) The Department will not be liable to pay any amount under clause 55.1(d)(ii) in excess of the amount of Service Charges remaining unpaid under this Agreement at the date of termination or reduction in scope.

55.2 Termination and reduction for default

- (a) The Department may, at any time, by written notice, terminate, suspend or reduce the scope of this Agreement in whole or in part or reduce the scope of the Services, where:
 - (i) the Service Provider breaches a material provision of this Agreement where that breach is not capable of remedy;
 - (ii) the Service Provider breaches any provision of this Agreement and fails to remedy the breach within five Business Days (or such longer period as advised by the Department) after receiving notice requiring it to do so;
 - (iii) in the opinion of the Department, a Conflict exists which would prevent the Service Provider from performing its obligations under this Agreement;
 - (iv) the Service Provider fails to implement any recommendations under clause 10.1(e) within six months after of being required to do so;
 - (v) an event under clause 8.4(b) occurs;
 - (vi) there is a Change in Control of the Service Provider;
 - (vii) this Agreement is signed:

- (A) on or after 1 July 2018, subject to sections 415D, 434J and 451E of the Corporations Act (as the case may be), an Insolvency Event occurs or the Service Provider ceases, or threatens to cease, to conduct business; or
 - (B) before 1 July 2018, an Insolvency Event occurs or the Service Provider ceases, or threatens to cease, to conduct business; or
 - (vii) this Agreement otherwise provides that the Department may terminate it.
- (b) Without limitation, for the purposes of clause 55.2(a)(i), each of the following constitutes a breach of a material provision of this Agreement:
- (i) breach of warranty under clauses 8.2 (Service Provider warranties);
 - (ii) a failure to comply with clause 24 (Intellectual Property Rights);
 - (iii) a failure to comply with clause 26 (Protection of Department Data);
 - (iv) a failure to comply with clause 36 (Confidentiality);
 - (v) a failure to comply with clause 37 (Protection of Personal Information);
 - (vi) a failure to comply with clause 48 (Security);
 - (vii) a failure to comply with clause 51 (Fraud); and
 - (viii) a failure to comply with clause 60.4 (Assignment and novation).

55.3 Termination, reduction or suspension of the Services

- (a) On receipt of a notice of termination or suspension of this Agreement or reduction of the Services, the Service Provider must:
 - (i) stop work as specified in the notice;
 - (ii) comply with all directions given to the Service Provider by the Department;
 - (iii) take all available steps to minimise loss resulting from that termination or suspension and to protect Department Material, and Agreement Material; and
 - (iv) continue work on any part of the Services not affected by the notice.
- (b) If the scope of the Services is reduced or suspended, the Department's liability to pay the Service Charges or to provide Department Material, abates in accordance with the reduction or suspension in the Services.
- (c) Without limiting the rights of the Department under this Agreement, the Department may end the suspension of the Service by written notice to the Service Provider, subject to preconditions (including variations to this Agreement which the Department may require).

55.4 After termination or reduction in scope

- (a) On termination or reduction in scope of this Agreement the Service Provider must:
 - (i) stop work on the Services in accordance with the relevant notice;
 - (ii) deal with Agreement Material in accordance with clause 24.6;
 - (iii) deal with Department Material as directed by the Department; and
 - (iv) return all of the Department's Confidential Information to the Department or otherwise deal with such Confidential Information as directed by the Department except where the Service Provider must keep a copy as required by law.
- (b) On termination or reduction in scope of this Agreement the Department must return all of the Service Provider's Confidential Information to the Service Provider or otherwise deal with such Confidential Information as directed by the Service Provider except where the Department must keep copy as required by law.

55.5 Termination does not affect accrued rights

Termination of this Agreement does not affect any accrued rights or remedies of a Party.

56. Right of the Department to recover money

- (a) Without limiting the Department's rights or remedies under this Agreement or at law, if the Service Provider owes any debt to the Department in relation to this Agreement, the Department may at its discretion do one or both of the following:
 - (i) deduct the amount of the debt from payment of any claim; or
 - (ii) give the Service Provider written notice of the existence of a debt recoverable which must be paid by the Service Provider within 30 days of receipt of notice.
- (b) Nothing in this clause 56 will affect the right of the Department to recover from the Service Provider part of or the whole of any debt owed by the Service Provider, or any balance that remains owing after deduction.

57. Transition Out

57.1 Transition Out Plan

The Service Provider must submit to the Department for Approval a Transition Out Plan within 6 months of the Commencement Date that sets out all of the activities required for a smooth and orderly Transition Out.

57.2 Transition Out Period

The Transition Out Period:

- (a) commences on the earlier of:
 - (i) three months before the end of the Agreement Period; or
 - (ii) if this Agreement (or part of it) is terminated before the end of the Agreement Period, the date on which the Department issues a termination notice under this Agreement; and
- (b) continues until:
 - (i) if a notice of termination has not been issued, the end of the Agreement Period; or
 - (ii) if a notice of termination has been issued, the period of time specified in the notice, but in any event no longer than six months.

57.3 Transition Out activities

- (a) During the Transition Out Period, the Service Provider must:
 - (i) make the Service Provider's Personnel available to assist the Department with Transition Out planning; and
 - (ii) provide Transition Out Services in accordance with the Transition Out Plan and take any other reasonable steps to ensure an orderly transfer of the various contracted tasks and responsibilities to the Department or an incoming service provider (or service providers), if any, notified by the Department.
- (b) Immediately on receiving a notice of termination under clauses 55.1 or 55.2 or three months prior to the expiry of this Agreement, the Service Provider must commence acting in accordance with the Transition Out Plan and take any other reasonable steps to ensure an orderly transfer of the various contracted tasks and responsibilities to the Department or an incoming service provider (or service providers), if any, notified by the Department.
- (c) The Service Provider must provide the incoming service provider (or service providers) with any information in its possession concerning the operation of this Agreement which is reasonably requested. Such information may include details of:
 - (i) the numbers, qualifications, previous experience and designated tasks of Personnel; and
 - (ii) any working arrangements adopted in order to meet the requirements of this Agreement.

- (d) The Service Provider will not be required to disclose to the incoming service provider any details of the Service Provider's own ownership or management structure, its level of profit, legal opinions, preferential supply arrangements, or information received in confidence from third parties.
- (e) The Service Provider must ensure that any accrued entitlements of any of its employees who are discharged as a consequence of the termination or expiry of this Agreement are met and that all payments to subcontractors have been paid.
- (f) The Service Provider must provide sufficient experienced Personnel during the Transition Out Period to ensure that the provision of Services is maintained at the level of proficiency required by this Agreement.
- (g) The Service Provider must, within 60 days after receipt of a written request, provide the Department Representative with all information that the Department Representative may reasonably require concerning the performance of this Agreement to enable the Department to produce and publish a request for tender for provision of services similar to the Services.

57.4 Continuation of the Services

- (a) Notwithstanding anything in the Statement of Work, a Project Work Order or an Additional Services Work Order, the Service Provider must, when implementing the Transition Out Plan:
 - (i) ensure that there is no interruption to the provision of Services by the Service Provider;
 - (ii) ensure continuity of Services, until take-over of the Service Provider's responsibilities by the incoming service provider or the Department; and
 - (iii) cooperate as reasonably necessary with the incoming service provider (or service providers) or the Department.
- (b) The Service Provider acknowledges that it may be replaced by an incoming service provider (or service providers) or the Department and that retention of highly skilled and trained personnel is of paramount importance for the satisfactory provision of services.
- (c) The Service Provider agrees, if requested by the Department to do so, to take all reasonable steps to facilitate the engagement of Personnel who wish to be engaged by and who are accepted for engagement by the incoming service provider (or service providers) or the Department.

Part K – General provisions

58. Survival

The following clauses survive the expiration or termination of this Agreement:

- (a) clause 8.2 (Service Provider general warranties);
- (b) clause 14 (Survival of certain Project Work Orders and Additional Services Work Orders);
- (c) clause 15.5 (DAWR Project Work Orders entered into by DAWR);
- (d) clause 15.8 (DAWR Additional Services Work Orders entered into by DAWR);
- (e) clause 16 (Subcontracting);
- (f) clause 20 (Reporting);
- (g) clause 24 (Intellectual Property Rights);
- (h) clause 25 (Moral Rights);
- (i) clause 29 (GST);

- (j) clause 32 (Indemnity);
- (k) clause 33 (Insurance);
- (l) clause 36 (Confidentiality);
- (m) clause 37 (Protection of Personal Information);
- (n) clause 38 (Public announcements);
- (o) clause 39 (Acknowledgement and promotion);
- (p) clause 42 (Freedom of information);
- (q) clause 48 (Security);
- (r) clause 53 (Audit and access);
- (s) clause 54 (Dispute resolution);
- (t) clause 56 (Right of the Department to recover money);
- (u) clause 57 (Transition Out);
- (v) clause 58 (Survival); and
- (w) clause 59 (Notices and other communications).

59. Notices and other communications

59.1 Service of notices

A notice must be:

- (a) in writing, in English and signed by a person duly authorised by the sender; and
- (b) hand delivered or sent by prepaid post or email to the recipient's address for notices specified in item 13 of the Agreement Details, as varied by any notice given by the recipient to the sender.

59.2 Effective on receipt

A notice given in accordance with clause 59.1 takes effect when it is taken to be received (or at a later time specified in it), and is taken to be received:

- (a) if hand delivered, on delivery;
- (b) if sent by prepaid post, on the second Business Day after the date of posting (or on the seventh Business Day after the date of posting if posted to or from a place outside Australia); and
- (c) if sent by email, when sent by the sender unless the sender receives a delivery failure notification indicating that the email has not been delivered to the addressee,

but if the delivery, receipt or transmission is not on a Business Day or is after 5.00pm on a Business Day, the Notice is taken to be received at 9.00am on the next Business Day.

59.3 Certain notices ineffective if sent by email

Notices in relation to clauses 23, 54 and 55 will not be effective under this clause 59 unless the notice is hand delivered or sent by prepaid post in accordance with clause 59.1.

60. Miscellaneous

60.1 Ownership of Agreement

All copyright and other Intellectual Property Rights contained in this Agreement remain the property of the Department.

60.2 Variation

- (a) No agreement or understanding varying or extending this Agreement will be legally binding upon either Party unless the agreement or understanding is in writing and signed by both Parties. Any variation to this Agreement takes effect from the date specified in the agreement or understanding or, if no date is specified, the date on which the Parties agree to the variation in writing.
- (b) Any variation to this Agreement that increases the amount payable to the Services Provider or materially changes the scope and value for money may only be signed on behalf of the Commonwealth by an appropriate authorised officer.

60.3 Approvals and consents

Except where this Agreement expressly states otherwise, the Department may, in its sole and absolute discretion, give conditionally or unconditionally or withhold any approval or consent under this Agreement.

60.4 Assignment and novation

- (a) The Service Provider agrees, if directed by the Department, to:
 - (i) a novation of the Department's rights, title, interest and obligations under this Agreement; or
 - (ii) an assignment of the Department's rights under this Agreement,(as determined at the sole discretion of the Department and notified in writing to the Service Provider), to another organisation nominated by the Department.
- (b) The Service Provider may only assign its rights or novate its rights and obligations under this Agreement with the prior written consent of the Department.

60.5 Costs

Each Party must pay its own costs of negotiating, preparing and executing this Agreement.

60.6 Counterparts

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

60.7 No merger

The rights and obligations of the Parties under this Agreement do not merge on completion of any transaction contemplated by this Agreement.

60.8 Entire agreement

This Agreement constitutes the entire agreement between the Parties in connection with its subject matter and supersedes all previous agreements or understandings between the Parties in connection with its subject matter.

60.9 Further action

The Service Provider must do, at its own expense, everything reasonably necessary (including executing documents) to give full effect to this Agreement and any transaction contemplated by it.

60.10 Severability

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

60.11 Waiver

Waiver of any provision of or right under this Agreement:

- (a) must be in writing signed by the Party entitled to the benefit of that provision or right; and
- (b) is effective only to the extent set out in any written waiver.

60.12 Governing law and jurisdiction

This Agreement is governed by the law of the Australian Capital Territory and each Party irrevocably and unconditionally submits to the non-exclusive jurisdiction of the courts of the Australian Capital Territory.

Appendix A – Glossary

| Abbreviation | Description |
|--------------|---|
| DAWR | Department of Agriculture and Water Resources |
| IT | Information Technology |
| RALF | Regional Agriculture Landcare Facilitators |

| Term | Definition |
|---------------------------------------|---|
| 5-year Outcomes | the six 5-year outcomes for Regional Land Partnerships as set out in clause 1.1 of the Statement of Work. |
| ABC Commissioner | the Australian Building and Construction Commissioner referred to in subsection 15(1) of the BCIP Act. |
| ABCC | the body referred to in subsection 29(2) of the BCIP Act. |
| Aboriginal Tradition | has the same meaning as it has in section 3 of the <i>Aboriginal and Torres Strait Islander Heritage Protection Act 1984</i> (Cth). |
| Accept | to accept a Service or any part of the Services in accordance with clause 11 of this Agreement. Accepted, Accepting and Acceptance have corresponding meanings. |
| Additional Services | services that are: (a) outside of the scope of the Services at the time they are requested under clause 13; and (b) provided under an Additional Services Work Order in accordance with clause 13 of this Agreement. |
| Additional Services Work Order | a written order for Services issued in accordance with clause 13 of this Agreement and substantially in the form of Schedule 8 to this Agreement. |
| Administrative Consumables | general overhead items (including office consumables) required to perform activities related with the Services. |
| Advisers | (a) the financial or legal advisers of a Party; and (b) the respective officers and employees of those financial or legal advisers. |
| Agreed Terms | clauses 1 to 60 of this Agreement. |
| Agreement | this agreement executed by the Department and the Service Provider, as amended in accordance with clause 60.2, a Change Order, a Project Work Order or an Additional Services Work Order from time to time, and includes its schedules and any annexures and attachments. |
| Agreement Details | Schedule 1 to this Agreement. |
| Agreement Material | Intellectual Property Rights which are created under or otherwise in connection with this Agreement (including, to avoid doubt, in connection with a Project Work Order or an Additional Services Work Order), other than Third Party Material. |

| Term | Definition |
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| Agreement Period | the Initial Agreement Period plus any extension in accordance with clause 5.2 of this Agreement. |
| Agriculture Outcome | Outcome 5 and Outcome 6 of the 5-year Outcomes. |
| Agriculture Project | a Project with one of the Agriculture Outcomes nominated as the Primary Outcome. |
| Annual Not-to-Exceed Amount | (a) in respect of the Core Services, the total amount payable for each Financial Year for Core Services as set out in item 2 of the Pricing Schedule; and (b) in respect of Project Services, the sum of the not-to-exceed amounts specified in the Project Work Orders for the same Financial Year. |
| Appropriate authorised officer | an employee of the Department who is authorised under the Natural Heritage Trust of Australia (Minister) Authorisation 2018 to vary agreements and whose authorisation limit covers the amount payable under the Agreement. |
| Approval Requirements | the requirements for Approval of the Documentation set out in the Statement of Work, a Project Work Order or an Additional Services Work Order or as notified by the Department from time to time. |
| Approve | to approve the Documentation in accordance with clause 9.3 of this Agreement. Approved and Approval have the corresponding meanings. |
| Assurance Framework | the audit framework published by the Department, which establishes the processes for undertaking audits of the Service Provider (including in relation to both Core Services and Project Services), audit frequency, the triggers that would result in targeted audits, and the roles and responsibilities of the Department and the Service Provider in relation to audits, a summary of which is set out at Schedule 6, as updated by the Department from time to time by notice in writing to the Service Provider. |
| Attachment | an attachment to this Agreement. |
| Auditor-General | the office established under the <i>Auditor-General Act 1997</i> (Cth) and includes any other person that may, from time to time, perform the functions of that office. |
| Australian Accounting Standards | the standards of that name maintained by the Australian Accounting Standards Board (referred to in section 227 of the <i>Australian Securities and Investments Commission Act 2001</i> (Cth)) or other accounting standards which are generally accepted and consistently applied in Australia. |
| Australian Information Commissioner | the office established under the <i>Australian Information Commissioner Act 2010</i> (Cth) and includes any other person that may, from time to time, perform the functions of that office. |
| Australian Privacy Principle | has the same meaning as in the Privacy Act. |
| Bankruptcy Act | means the <i>Bankruptcy Act 1966</i> (Cth). |
| BCIIP Act | means the <i>Building and Construction Industry (Improving Productivity) Act 2016</i> (Cth). |
| Building Code | means the <i>Code for the Tendering and Performance of Building Work 2016</i> , which is available at https://www.legislation.gov.au/Details/F2017C00668 . |

| Term | Definition |
|--|--|
| Building Code Entity | (a) the Service Provider; (b) each Subcontractor; and (c) the Service Provider's Related Entities. |
| Building Work | has the same meaning as in subsection 3(4) of the Building Code. |
| Business Day | (a) for receiving a notice under clause 59 of this Agreement, a day that is not a Saturday, Sunday, public holiday or bank holiday in the place where the notice is received; and (b) for all other purposes, any day that is not a Saturday or Sunday or a national public holiday in the location where the Services are being performed, and a 'national public holiday' is a Commonwealth public service holiday throughout Australia promulgated in the Commonwealth of Australia Gazette. |
| Business Hours | from 8.00am to 6.00pm (in the place where the notice is received or the Services are delivered) on a Business Day. |
| Change in Control | in relation to a body corporate, where the power (whether formal or informal, whether or not having legal or equitable force, whether or not based on legal or equitable rights and whether direct or indirect, including through one or more entities): (a) to control more than half of the voting power of the body; (b) to control the composition of the board of directors of the body; or (c) to control more than half of the issued share capital of the body, excluding any part of it which carries no right to participate beyond a specified amount in the distribution of either profit or capital, resides with persons other than those holding that power on the Commencement Date. |
| Change Order | a change order for a variation to the Services substantially in the form of Schedule 9. |
| Claim | any claim, demand, debt, allegation, liability or proceeding of any nature whatsoever however arising and whether present or future, fixed or unascertained, actual or contingent. |
| Commencement Date | the date on which this Agreement commences, as specified in item 3 of the Agreement Details. |
| Commonwealth | the Commonwealth of Australia. |
| Commonwealth Funded Building Work | means Building Work in items 1-8 of Schedule 1 of the Building Code. |
| Communications Plan | the plan described at clause 3.4(d) of the Statement of Work. |
| Community | all local stakeholders related to natural resource management of a Management Unit, including any farmers, fishers or foresters, landcare or community groups, and Indigenous Australians. |
| Community Participation Plan | the plan described at clause 3.3(d) of the Statement of Work. |
| Community Service Provider | any entity that provides services in connection with the National Landcare Program, other than the Service Provider. |

| Term | Definition |
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| Complaint | <p>(a) an expression of dissatisfaction with the Services; or</p> <p>(b) feedback regarding any aspect of the Services that requires a response,</p> <p>and includes any complaint:</p> <p>(c) of an actual or likely breach of Commonwealth, State or Territory law;</p> <p>(d) that is likely to evoke media interest; or</p> <p>(e) from a recognised complaints authority.</p> |
| Confidential Information | <p>information that is by its nature confidential and:</p> <p>(a) in respect of the Department's information, is designated by the Department as confidential;</p> <p>(b) in respect of the Service Provider's information, is designated by the Service Provider as confidential and accepted by the Department as confidential;</p> <p>(c) a Party knows or ought to know is confidential;</p> <p>(d) is personal information under the Privacy Act; or</p> <p>(e) is Secret and Sacred Material,</p> <p>but does not include information that is or becomes public knowledge otherwise than by breach of:</p> <p>(f) this Agreement;</p> <p>(g) the Privacy Act; or</p> <p>(h) has been independently developed or acquired by a Party without breach of any obligation of confidence.</p> |
| Conflict | <p>any conflict of interest, any risk of conflict of interest and any apparent conflict of interest arising through the Service Provider (or its officers, employees, servants, agents or subcontractors) engaging in any activity or obtaining any interest that is likely to conflict with or restrict the Service Provider in performing the Services fairly and independently.</p> |
| Control | <p>(a) has the meaning given in section 50AA of the Corporations Act;</p> <p>(b) in respect of an 'entity' (as defined in the Corporations Act) also includes the direct or indirect power to directly or indirectly direct the management or policies of the entity or control the membership or voting of the board of directors or other governing body of the entity (whether or not the power has statutory, legal or equitable force or arises by means of statutory, legal or equitable rights or trusts, agreements, arrangements, understandings, practices, the ownership of any interest in a 'marketable security' (as defined in section 9 of the Corporations Act), bonds or instruments of the entity or otherwise); and</p> <p>(c) also includes owning or controlling, directly or indirectly, more than 50% of the shares or units in an entity.</p> |

| Term | Definition |
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| Core Services | the Services set out in clause 3 of the Statement of Work, which are intended to support the effective and efficient delivery of Projects and other services, functions and responsibilities to be performed under this Agreement including the supply of deliverables and any tasks, functions or responsibilities not specifically described in this Agreement which are incidental to the proper performance of the services referred to in this definition regardless of whether or not such service, function or responsibility is disclosed by the Department. |
| Corporations Act | the <i>Corporations Act 2001</i> (Cth). |
| Created Data | any Department Data that the Service Provider creates, modifies or adapts in the course of providing the Services. |
| Damages | all liabilities, losses, damages, costs and expenses (including legal costs on a full indemnity basis) whether incurred or awarded against a party and disbursements and costs of investigation, litigation, settlement, judgment, interest, fines and penalties, regardless of the Claim under which they arise. |
| DAWR Additional Services Work Order | a written order for Services issued in accordance with clause 15 of this Agreement and substantially in the form of Schedule 10, Part B to this Agreement. |
| DAWR Project Work Order | a written order for Services issued in accordance with clause 15 of this Agreement and substantially in the form of Schedule 10, Part A to this Agreement. |
| Deliverable | each item: (a) identified as such in the Statement of Work, a Project Work Order or an Additional Services Work Order and includes the Document Deliverables; or (b) that is otherwise agreed in writing between the parties to be a Deliverable for the purposes of this Agreement and includes the Document Deliverables. |
| Department | the Commonwealth of Australia as represented by the Department of the Environment and Energy ABN 34 190 894 983. |
| Department Data | includes: (a) all Department Material; (b) all data and information relating to the Department, and its operations, facilities, customers, Personnel, assets and programs (including Personal Information) in whatever form that information may exist and whether entered into, stored in, generated by or processed through software or equipment by or on behalf of the Department. |
| Department Material | (a) any Material provided to the Service Provider by the Department under this Agreement, a Project Work Order or an Additional Services Work Order; and (b) any Material copied or derived from the Material referred to in paragraph (a). |
| Department Policies and Procedures | the Department's guidelines, policies and procedures as notified by the Department to the Service Provider from time to time, including any other guidelines, policies and procedures specified in this Agreement, the |

| Term | Definition |
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| | Statement of Work, a Project Work Order or an Additional Services Work Order. |
| Department Representative | the person identified in item 7 of the Agreement Details. |
| Designated Building Law | has the same meaning as in section 5 of the BCIIIP Act. |
| Document Deliverable | the plans and documents required to be developed by the Service Provider as described in the Statement of Work, a Project Work Order or an Additional Services Work Order and Approved by the Department. |
| Documentation | the know-how and information reduced to material or electronic form produced or acquired by the Service Provider or its Subcontractors in relation to the Services and includes all data, manuals, handbooks, user guides, training materials, standards, drawings and other items describing or providing information in relation to the Services or their operations, excluding internal documents. To avoid doubt, the Documentation includes the Document Deliverables, Plans, Reports and Transition Out Plan. |
| End Date | in respect of a Project Work Order, the date specified as the end date in the relevant Project Work Order. |
| Enterprise Agreement | has the same meaning as in the <i>Fair Work Act 2009</i> (Cth). |
| Environment Outcome | Outcomes 1 to 4 of the 5-year Outcomes. |
| Environment Project | a Project with one of the Environment Outcomes nominated as the Primary Outcome. |
| EPBC Act | the <i>Environment Protection and Biodiversity Conservation Act 1999</i> (Cth). |
| Exclusion Sanction | has the same meaning as in subsection 3(3) of the Building Code. |
| Extension Period | has the meaning given in clause 5.2 of this Agreement. |
| External Administrator | an administrator, controller or managing controller (each as defined in the Corporations Act), trustee, provisional liquidator, liquidator or any other person (however described) holding or appointed to an analogous office or acting or purporting to act in an analogous capacity. |
| Financial Year | each of the following periods: (a) the period starting on the Commencement Date and ending on 30 June of the immediately following year; (b) each period of this Agreement other than the period described at paragraph (a) starting on 1 July of a year and ending on 30 June of the immediately following year. |
| Freedom of Information Commissioner | the office established under the <i>Australian Information Commissioner Act 2010</i> (Cth) and includes any other person that may, from time to time, perform the functions of that office. |
| General Interest Charge Rate | means the general interest charge rate determined under section 8AAD of the <i>Taxation Administration Act 1953</i> (Cth) on the day that payment is due, expressed as a decimal rate per day. |
| Government Agency | (a) a body corporate or an unincorporated body established or constituted for a public purpose by Commonwealth legislation, or an instrument made under that legislation; |

| Term | Definition |
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| | <p>(b) a body established by the Governor-General or by a Minister of State of the Commonwealth of Australia, including departments; or</p> <p>(c) an incorporated company over which the Commonwealth of Australia exercises control.</p> |
| Government Authority | any international, federal, state or local government, semi-government, quasi-government or other department, body or authority (statutory or otherwise). |
| Illegal Worker | <p>a person who:</p> <p>(a) has unlawfully entered and remains in Australia;</p> <p>(b) has lawfully entered Australia, but remains in Australia after his or her visa has expired; or</p> <p>(c) is working in breach of his or her visa conditions.</p> |
| Indigenous Enterprise | an organisation that is 50 per cent or more Indigenous owned that is operating a business. |
| Indigenous Participation Plan | a plan detailing how the Service Provider will meet the minimum mandatory requirements for the Indigenous Procurement Policy and described at clause 3.3(e) of the Statement of Work. |
| Indigenous Procurement Policy | the policy of that name, as amended from time to time, available on the Indigenous Procurement Website. |
| Indigenous Procurement Website | http://www.dpmc.gov.au/indigenous-affairs . |
| Information Security Manual | the 'Australian Government Information Security Manual' as defined in the Protective Security Policy Framework – glossary of security terms, available at https://www.protectivesecurity.gov.au/resources/Pages/PSPF-Glossary-of-terms.aspx . |
| Initial Agreement Period | the period of time for which this Agreement is intended to continue, as specified in item 4 of the Agreement Details. |
| Insolvency Event | <p>in respect of the Service Provider any party having or exercising control over the Service Provider, any of the following occurring:</p> <p>(a) it becomes insolvent within the meaning of section 95A, or is taken to have failed to comply with a statutory demand under section 459F(1), or must be presumed by a court to be insolvent under section 459C(2), or is the subject of a circumstance specified in section 461 (whether or not an application to court has been made under that section) or, if the person is a Part 5.7 body, is taken to be unable to pay its debts under section 585, of the Corporations Act;</p> <p>(b) except with Department's consent:</p> <p>(i) it is the subject of a Liquidation, or an order or an application is made for its Liquidation; or</p> <p>(ii) an effective resolution is passed or meeting summoned or convened to consider a resolution for its Liquidation;</p> <p>(c) an External Administrator is appointed to it or any of its assets or a step is taken to do so or its Related Body requests such an appointment;</p> |

| Term | Definition |
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| | <p>(d) if a registered corporation under the Corporations Act, a step is taken under section 601AA, 601AB or 601AC of the Corporations Act to cancel its registration;</p> <p>(e) if a trustee of a Trust, it is unable to satisfy out of the assets of the Trust the liabilities incurred by it as and when those liabilities fall due;</p> <p>(f) any event or conduct occurs which would enable a court to grant a petition, or an order is made, for the bankruptcy of an individual or his estate pursuant to the Bankruptcy Act;</p> <p>(g) any application (not withdrawn or dismissed within five (5) Business Days) is made to a court for an order, a meeting is convened, a resolution is passed or any negotiations are commenced, for the purpose of implementing or agreeing:</p> <ul style="list-style-type: none"> (i) a moratorium of any debts of a person; (ii) a personal insolvency agreement; (iii) any other assignment, composition or arrangement (formal or informal) with a person's creditors; (iv) any similar proceeding or arrangement by which the assets of a person are subjected conditionally or unconditionally to the control of that person's creditors or a trustee; or (v) or any agreement or other arrangement of the type referred to in this paragraph (g) is ordered, declared or agreed to; <p>(h) a person becomes an insolvent under administration (as defined in the Corporations Act);</p> <p>(i) an analogous or equivalent event to any listed above occurs in any jurisdiction; or</p> <p>(j) it stops or suspends payment to all or a class of creditors generally.</p> |
| Intellectual Property Rights | <p>all intellectual property rights, including the following rights:</p> <ul style="list-style-type: none"> (a) rights in relation to patents, copyright (including Moral Rights), circuit layout rights, trade marks (including goodwill in those marks), business names and any right to have confidential information (including trade secrets and know-how) kept confidential and any other rights resulting from intellectual activity in the industrial, scientific, literary and artistic fields recognised in domestic law anywhere in the world; (b) any application or right to apply for registration of any of the rights referred to in paragraph (a); and (c) all rights of a similar nature to any of the rights in paragraphs (a) and (b) which may subsist in Australia or elsewhere, <p>whether or not such rights are registered or capable of being registered.</p> |
| Investment Priority | <p>specific threats (such as soil acidification) or high value environmental assests (such as an ecological community or threatened species) that the Australian Government wishes to target investment to support achievement of the 5-year Outcomes.</p> <p>Investment Priorities have been identified for each management unit using the best science available at a national scale. These can be found in interactive maps at:</p> |

| Term | Definition |
|----------------------------------|--|
| | http://erin.maps.arcgis.com/apps/MapSeries/index.html?appid=c2606f315e74d899c4f7ae478c29ccc . |
| Key Subcontractor | unless otherwise agreed by the Department, any Subcontractors who will provide any of the Core Services or provide expertise, skills or capacity crucial to the delivery of the Services, including those listed at item 6 of the Agreement Details, a Project Work Order or an Additional Services Work Order. |
| landcare | the broad movement of local, community-based groups participating in natural resource management involving local volunteers, landholders, Indigenous communities and farmers. |
| Law | any applicable statute, regulation, by-law, ordinance or subordinate legislation in force from time to time in Australia, whether made by a State, Territory, the Commonwealth or a local government, and includes the common law as applicable from time to time. |
| Liquidation | (a) a winding up, dissolution, liquidation, provisional liquidation, administration, bankruptcy or other proceeding for which an External Administrator is appointed, or an analogous or equivalent event or proceeding in any jurisdiction; or (b) an arrangement, moratorium, assignment or composition with or for the benefit of creditors or any class or group of them. |
| Losses | liabilities, expenses, losses, damages and costs (including legal costs on a full indemnity basis, whether incurred by or awarded against a Party) and consequential and indirect losses and damages including those arising out of any third party claim. |
| Management Unit | the geographic region of Australia referred to as a management unit and identified at item 2 of the Agreement Details and as set out in Attachment 1 to Schedule 1. |
| Material | includes documents, software (including source code and object code), goods, information and data stored by any means including all copies and extracts of the same. |
| MERI Plan | a plan in respect of monitoring, evaluation, reporting and improvement that sets out the outcomes, outputs (deliverables) and activities (including monitoring and evaluation) in respect of a Project or other aspects of the Services. |
| Milestone | a key performance obligation for the Service Provider under this Agreement (such as a key date for a Deliverable) as so described and as set out in the Statement of Work, a Project Work Order or an Additional Services Work Order. |
| Milestone Date | the date for achievement of a Milestone as set out in the Statement of Work, a Project Work Order or an Additional Services Work Order. |
| Milestone Payment | a payment of an amount set out in the Pricing Schedule in respect of a Milestone. |
| Moral Rights | the right of integrity of authorship (that is, not to have a work subjected to derogatory treatment), the right of attribution of authorship of a work, and the right not to have authorship of a work falsely attributed, as defined in the <i>Copyright Act 1968</i> (Cth). |
| National Landcare Program | the program administered by the Australian Government that is committed to natural resource management across Australia to address problems such |

| Term | Definition |
|---|---|
| | as loss of vegetation, soil degradation, the introduction of pest weeds and animals, changes in water quality and flows and changes in fire regimes. |
| National Vegetation Information System | a comprehensive data system that provides information on the extent and distribution of vegetation types in Australian landscapes, available at: http://www.environment.gov.au/land/native-vegetation/national-vegetation-information-system . |
| Natural Resource Management Plan | any regional-scale strategic plan that identifies the current state and condition of natural resources, the existing and future threats to natural resources and the most appropriate actions to address those threats. This includes any relevant existing plan, as well as any new plan developed by the Service Provider to meet the requirements at clause 3.2(c) of the Statement of Work. |
| Ombudsman | the office established under the <i>Ombudsman Act 1976</i> (Cth) and includes any other person that may, from time to time, perform the functions of that office. |
| Other Service Provider | a service provider (other than the Service Provider) engaged by the Department in connection with the National Landcare Program, and who the Department may require the Service Provider to interact and co-operate with, as part of providing the Services. |
| Outstanding Universal Value | the central idea of the World Heritage Convention. The Outstanding Universal Value of each World Heritage property can be located on the property's website here: http://www.environment.gov.au/heritage/places/world-heritage-list . |
| Part | a part of this Agreement. |
| Party | a party to this Agreement, once executed. |
| Personal Information | has the same meaning as in section 6 of the Privacy Act. |
| Personnel | In relation to a Party, any natural person who carries out work in any capacity for the Party, including work as an officer, employee, contractor, subcontractor, labour hire employee, agent or representative (including a Volunteer) of that Party, or in the case of the Service Provider, of a Subcontractor (except that the Department's Personnel excludes the Service Provider and the Service Provider's Personnel). Person has the corresponding meaning. |
| Pre-existing Material | Material, other than Third Party Material, that: <ul style="list-style-type: none"> (a) is in existence at the Commencement Date or is subsequently brought into existence other than as a result of the performance of this Agreement; and (b) is embodied in, or attaches to, the Services or is otherwise necessarily related to the functioning or operation of the Services. |
| Pricing Schedule | Schedule 3 of this Agreement. |
| Primary Outcome | the 5-year Outcome for a Project that a Service Provider nominates as the 5-year Outcome for which the Project will make the largest contribution. |
| Privacy Act | the <i>Privacy Act 1988</i> (Cth). |
| Privacy Commissioner | the office established under the <i>Australian Information Commissioner Act 2010</i> (Cth) and includes any other person that may, from time to time, perform the functions of that office. |

| Term | Definition |
|---|---|
| Program Logic | the rationale behind a program—what are understood to be the cause-and-effect relationships between project activities, outputs, short-term outcomes and longer-term desired outcomes. Represented as a diagram or matrix, program logic shows a series of expected consequences, not just a sequence of events. |
| Project | (a) a Project described in a Project Proposal or Project Design that may be subject of a Project Work Order or a DAWR Project Work Order (if any); and (b) if a Project Work Order or DAWR Project Work Order is entered into under this Agreement, is subject of the Project Work Order or DAWR Project Work Order. |
| Project Designs | a response completed by the Service Provider in the form requested by the Department from time to time. |
| Project Proposals | a response completed by the Service Provider in the form requested by the Department from time to time. |
| Project Services | services that are: (a) in the categories stated at Table 1 and Table 2 at clause 3.7(c) of the Statement of Work; and (b) provided under a Project Work Order or DAWR Project Work Order in accordance with this Agreement, and other services, functions and responsibilities to be performed under this Agreement including the supply of deliverables and any tasks, functions or responsibilities not specifically described in this Agreement which are incidental to the proper performance of the services referred to in this definition regardless of whether or not such service, function or responsibility is disclosed by the Department. |
| Project Work Order | a written order for Services issued in accordance with clause 12 of this Agreement and substantially in the form of Schedule 7 to this Agreement. |
| Protective Security Policy Framework or PSPF | the Australian Government's protective security requirements for the protection of its people, information and assets (which replaced the Commonwealth Protective Security Manual 2005), as amended or replaced from time to time, and can be accessed at: http://www.protectivesecurity.gov.au/Pages/default.aspx . |
| Ramsar Services | the specific activities listed under the category of Ramsar Services at Table 1 at clause 3.7(c) of the Statement of Work. |
| Ramsar Sites | a site on the list of wetlands of international importance under the <i>Convention on Wetlands of International Importance especially as Waterfowl Habitat</i> . |
| Regional Agriculture Landcare Facilitator | the position or positions as described in clause 3.6 of the Statement of Work. |
| Regional Agriculture Landcare Facilitator Plan | the plan described at clause 3.6(c) of the Statement of Work. |
| Regional Land Partnerships | the program administered by the Department together with DAWR to protect, conserve and provide for the productive use of the Australia's water, soil, plants and animals and the ecosystems in which they live and interact, in partnership with governments, industry and communities. |

| Term | Definition |
|-------------------------------------|---|
| Related Body | means, regardless of any body's trustee or other capacity: (a) a body corporate which would be related under section 50 of the Corporations Act; or (b) an entity which Controls, is Controlled by, or is under common Control with, that body. |
| Related Body Corporate | a 'related body corporate' within the meaning given to that term in section 50 of the Corporations Act. Related Companies has a corresponding meaning. |
| Related Entity | has the same meaning as in subsection 3(2) of the Building Code. |
| Relationship Management Plan | the plan described at clause 3.8(a) of the Statement of Work. |
| Remote Area | the area identified in the map on the Indigenous Procurement Website, and in respect of the Management Unit are the areas shown at Attachment 2 to Schedule 1 as updated from time to time by notice in writing from the Department. |
| Report | the reports required to be prepared by the Service Provider and delivered to the Department under clause 20, including the reports set out at clause 5.3 of the Statement of Work and Schedule 4. |
| Request for Project Design | has the same meaning as in clause 12.1(a). |
| Request for Project Proposal | has the same meaning as in clause 12.1(a). |
| Schedule | a schedule to this Agreement. |
| Secret and Sacred Material | is any information or knowledge of special religious, spiritual or customary significance considered to be secret, exclusive or restricted by an Aboriginal person or according to Aboriginal Tradition. |
| Secondary Outcome | any 5-year Outcome for a Project that a Service Provider nominates as the 5-Year Outcome for which the Project will make a significant contribution. |
| Security Incident | has the meaning given in the PSPF. |
| Service Categories | (a) the Core Services; and (b) for Project Services, each of the following categories: (i) Ramsar Services; (ii) Threatened Species Services; (iii) World Heritage Services; (iv) Threatened Ecological Communities Services; (v) Soil, Biodiversity and Vegetation On-Farm Services; and (vi) Supporting Agriculture Systems to Adapt to Change Services. |
| Service Charges | the charges payable to the Service Provider in accordance with the Pricing Schedule or any Change Order, Project Work Order or Additional Services Work Order. |

| Term | Definition |
|--|--|
| Service Provider | an entity that enters into an Agreement with the Department to provide the Services. |
| Service Provider Representative | the person identified in item 8 of the Agreement Details, as updated from time to time. |
| Services | the services to be provided by the Service Provider, as described in the Statement of Work, a Project Work Order or an Additional Services Work Order, but does not include any services described as out of scope in the Statement of Work, a Project Work Order or an Additional Services Work Order. |
| Soil, Biodiversity and Vegetation On-Farm Services | the specific activities listed under the category of Soil, Biodiversity and Vegetation On-Farm Services at Table 2 at clause 3.7(c) of the Statement of Work. |
| Start Date | in respect of a Project Work Order, the date specified as the start date in the relevant Project Work Order. |
| Statement of Work or SOW | the statement of work set out at Schedule 2 and its attachments, which set out the requirements for performance of the Services. |
| Subcontractor | a subcontractor to the Service Provider who provides products or services to the Service Provider in relation to the Services. |
| Supporting Agriculture Systems to Adapt to Change Services | the specific activities listed under the category of Supporting Agriculture Systems to Adapt to Change Services at Table 2 at clause 3.7(c) of the Statement of Work. |
| Third Party IT Provider | an entity contracted by the Service Provider to provide information technology services to the Service Provider for the purposes of providing the Services, and includes a third-party hosting entity and an outsourced information technology service provider. |
| Third Party Material | Material owned by another person that is: (a) included, embodied in or attached to the Agreement Material; or (b) used in undertaking the Services. |
| Third Party System | the information technology system of a Third Party IT Provider. |
| Threatened Ecological Communities Services | the specific activities listed under the category of Threatened Ecological Communities Services at Table 1 at clause 3.7(c) of the Statement of Work. |
| Threatened Ecological Community Listing Advices, Conservation Advices, and Threat Abatement Plans | the approved Listing Advices, Conservation Advices and Threat Abatement Plans under the EPBC Act for Threatened Ecological Communities. Listing Advices, Conservation Advices and Threat Abatement Plans for each Threatened Ecological Community are available at: http://www.environment.gov.au/cgi-bin/sprat/public/publiclookupcommunities.pl . |
| Threatened Species Services | the specific activities listed under the category of Threatened Species Services at Table 1 at clause 3.7(c) of the Statement of Work. |
| Transition Out | the transition of the Services from the Service Provider (including the transfer of assets and management) to the Department or its nominee (including a new service provider). |
| Transition Out Period | has the meaning given in clause 57.2 of this Agreement. |

| Term | Definition |
|--|---|
| Transition Out Plan | the plan prepared by the Service Provider under clause 57.1 and Approved by the Department, which sets out the obligations to be performed by the Service Provider to Transition Out. |
| Trust | means, in respect of a person, each trust or managed investment scheme of which it is or becomes trustee or responsible entity. |
| Unforeseen Event | has the meaning given in clause 23(a) of this Agreement. |
| Volunteer | a person who willingly and without pay provides support in assisting with the provision of the Services. |
| Warranted Materials | the <ul style="list-style-type: none"> (a) Service Provider's Pre-existing Material included, embodied in or attached to the Agreement Material, or used in undertaking the Services; (b) Third Party Material; and (c) Agreement Material; and excludes any Secret and Sacred Material. |
| WHS Act | the <i>Work Health and Safety Act 2011</i> (Cth). |
| WHS Laws | any Law which has as its object, purpose or effect the protection of health and safety, including: <ul style="list-style-type: none"> (a) the WHS Act and regulations made under the WHS Act; and (b) all relevant guidelines, guidance notes, standards, codes and requirements of any Government Authority responsible for the health and safety matters. |
| Work Health and Safety Plan | has the meaning given in clause 5.2 of the Statement of Work. |
| Workplace Relations Management Plan | has the meaning given to 'WRMP' in subsection 3(1) of the Building Code. |
| Works | means that part of the Services that can be characterised as Commonwealth Funded Building Work. |
| World Heritage Services | the specific activities listed under the category of World Heritage Services at Table 1 at clause 3.7(c) of the Statement of Work. |

Signing page

EXECUTED as a deed.

SIGNED, SEALED AND DELIVERED for and on behalf of the Commonwealth of Australia as represented by the **Department of the Environment and Energy** ABN 34 190 894 983 by a duly authorised representative

STENG COSTELLO
Name of authorised representative (print)

Steng Costello
Signature of authorised representative

19-7-2018
Date

s22
Name of witness (print)

s22
Signature

19-7-2018
Date

SIGNED, SEALED and DELIVERED for and behalf of South Coast Natural Resource Management Inc. ABN 43 781 945 884 by a duly authorised representative who warrants that they have the authority to sign this agreement on behalf of South Coast Natural Resource Management whose common seal is affixed

Justin Bellanger
Chief Executive Officer



Name of authorised representative (print)

Signature of authorised representative

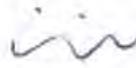
18-7-18

Date



in the presence of:

R.M. CHILTON



Name of witness (print)

Signature of witness

18 July 2018

Date

Schedule 1 – Agreement Details

| Item number | Description | Clause reference | Details |
|-------------|--------------------------|------------------|--|
| 1 | Service Provider | | South Coast Natural Resource Management Inc ABN: 43 781 945 884 |
| 2 | Management Unit | Appendix A | Western Australia – South Coast Region |
| 3 | Commencement Date | 5.1 | The later of 1 July 2018 and the date this Agreement is signed by the last party to do so. |
| 4 | Initial Agreement Period | 5.1 | The period that begins on the Commencement Date and ends on 30 June 2023. |
| 5 | Extension Period | 5.2 | Two periods of one year each. |
| 6 | Key Subcontractors | Appendix A, 16.2 | s47(1)(b) |

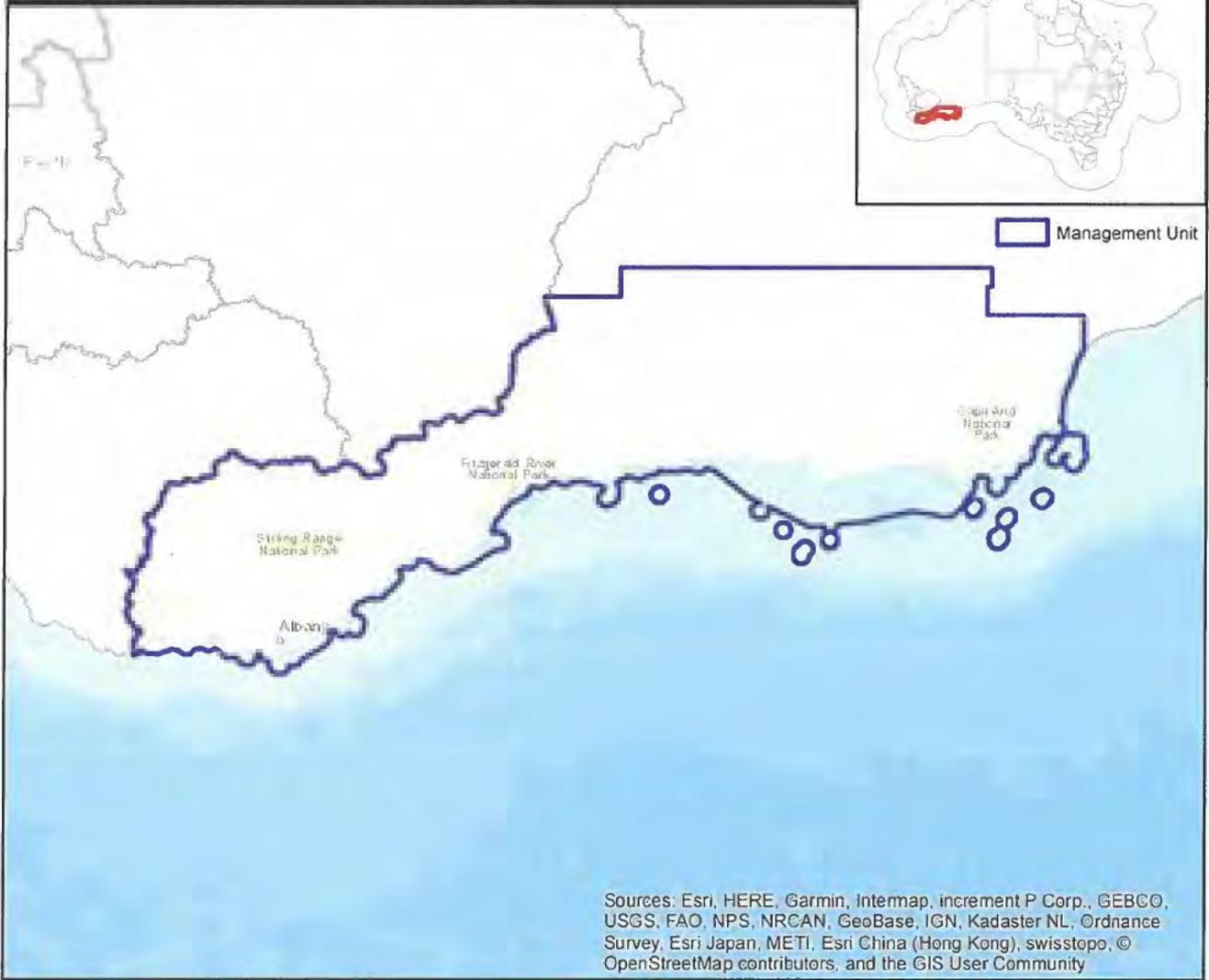
| Item number | Description | Clause reference | Details | | | | | | | | | | |
|---------------------|---|------------------|---|------|---------------------------|-----------------|-----------|---------------------|-----------|------|---------------------------|-----------------|--|
| | | | s47(1)(b) | | | | | | | | | | |
| 7 | Department Representative | 18.3(a) | Assistant Secretary, Program Delivery Branch | | | | | | | | | | |
| 8 | Service Provider Representative | 18.3(c) | Justin Bellanger | | | | | | | | | | |
| 9 | Material not required to be provided under a Creative Commons licence | 24.3(c) | None specified. | | | | | | | | | | |
| 10 | Insurance | 33 | <p>(a) workers' compensation insurance as required by Law;</p> <p>(b) public liability insurance for an amount not less than \$20 million per claim and unlimited in aggregate;</p> <p>(c) professional indemnity insurance for an amount not less than \$5 million per occurrence and \$10 million in the aggregate; and</p> <p>(d) compulsory third party motor vehicle insurance for all registrable vehicles used in the performance of this Agreement.</p> | | | | | | | | | | |
| 11 | Not used | | | | | | | | | | | | |
| 12 | Confidential Information | 36 | <p>Department Confidential Information:</p> <table border="1"> <thead> <tr> <th>Item</th> <th>Period of confidentiality</th> </tr> </thead> <tbody> <tr> <td>Department Data</td> <td>Perpetual</td> </tr> <tr> <td>Department Material</td> <td>Perpetual</td> </tr> </tbody> </table> <p>Service Provider Confidential Information:</p> <table border="1"> <thead> <tr> <th>Item</th> <th>Period of confidentiality</th> </tr> </thead> <tbody> <tr> <td>None specified.</td> <td></td> </tr> </tbody> </table> | Item | Period of confidentiality | Department Data | Perpetual | Department Material | Perpetual | Item | Period of confidentiality | None specified. | |
| Item | Period of confidentiality | | | | | | | | | | | | |
| Department Data | Perpetual | | | | | | | | | | | | |
| Department Material | Perpetual | | | | | | | | | | | | |
| Item | Period of confidentiality | | | | | | | | | | | | |
| None specified. | | | | | | | | | | | | | |
| 13 | Address for Notices | 59.1 | <p>Department:</p> <p><i>Physical address:</i> John Gorton Building King Edward Terrace Parkes ACT 2600</p> <p><i>Postal address:</i> GPO Box 787 Canberra ACT 2601</p> | | | | | | | | | | |

| Item number | Description | Clause reference | Details |
|-------------|-------------|------------------|--|
| | | | <p><i>Email:</i> RLPWesternAustralia@environment.gov.au <i>Attention:</i> Assistant Secretary, Program Delivery Branch</p> <p>Service Provider: <i>Physical address:</i> 88 Stead Road, Albany, WA 6330 <i>Postal address:</i> 88 Stead Road, Albany, WA 6330 <i>Email:</i> ceo@southcoastrm.com.au <i>Attention:</i> Justin Bellanger</p> |

Attachment 1 to Schedule 1 – Map of Management Unit

[see attached document]

Management Unit: South Coast Region



Attachment 2 to Schedule 1 – Map of Remote Area

[see attached document]

South Coast Region

FOI 190307
Document 2

Legend

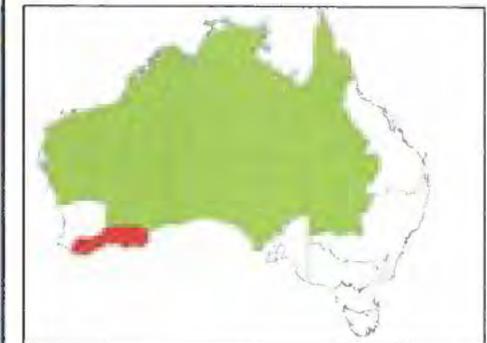
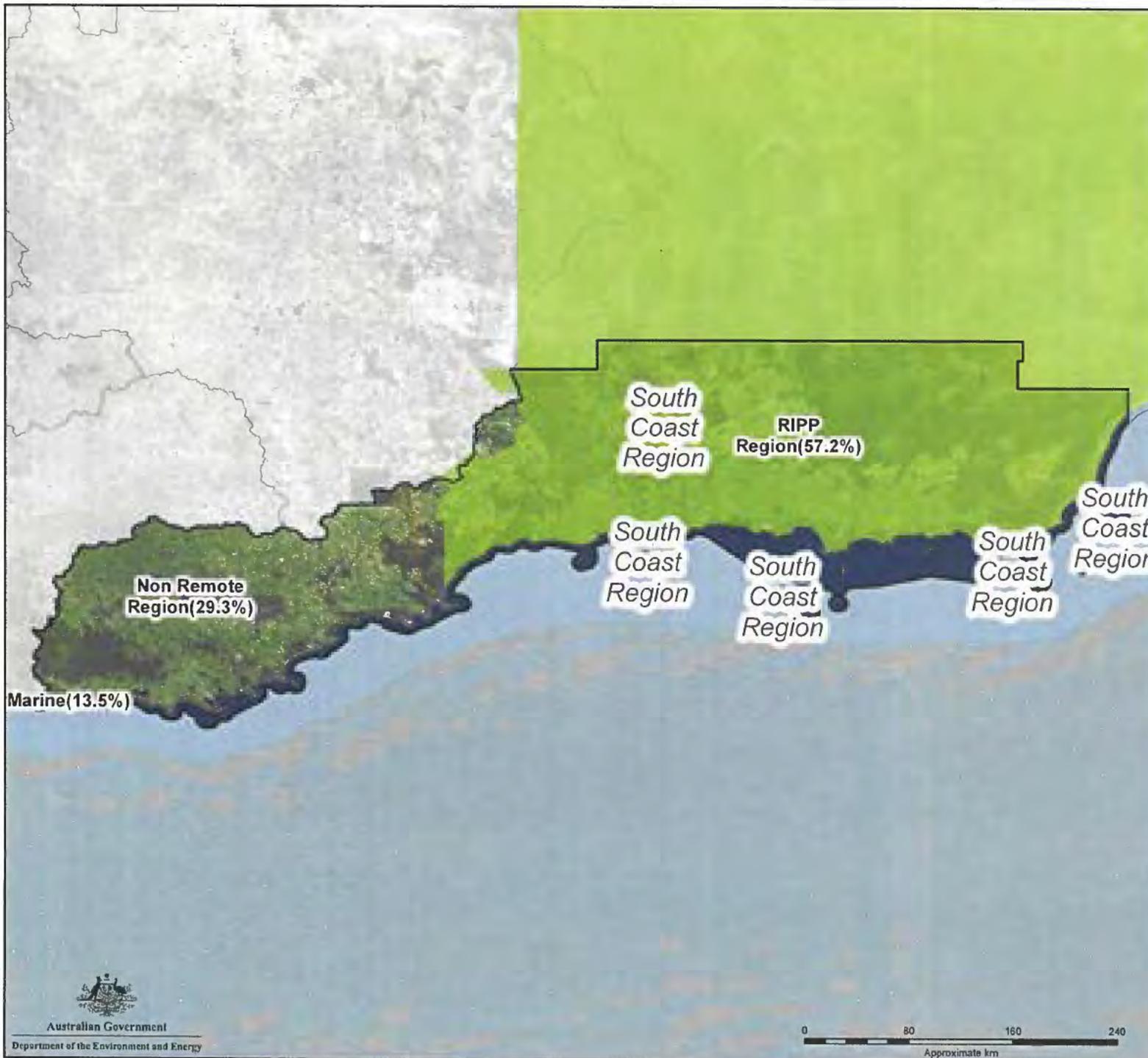
 Management Unit

Remote Indigenous Procurement Policy

IPP status

 Non Remote Region

 RIPP Region (Remote)



National Landcare Program Management Units © Commonwealth of Australia, Department of the Environment and Energy, 2016.

Remote Indigenous Procurement Policy (RIPP) Map Data © Commonwealth of Australia, Department of Prime Minister and Cabinet, 2017.

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Schedule 2 – Statement of Work

1. Introduction

1.1 Regional Land Partnerships Outcomes

- (a) The Service Provider must deliver the Services to support the achievement of one or more of the following 5-year Outcomes:
 - (i) **Environment Outcomes:**
 - (A) **Outcome 1:** By 2023, there is restoration of, and reduction in threats to, the ecological character of Ramsar Sites, through the implementation of priority actions.
 - (B) **Outcome 2:** By 2023, the trajectory of species targeted under the Threatened Species Strategy, and other EPBC Act priority species, is stabilised or improved.
 - (C) **Outcome 3:** By 2023, invasive species management has reduced threats to the natural heritage Outstanding Universal Value of World Heritage properties through the implementation of priority actions.
 - (D) **Outcome 4:** By 2023, the implementation of priority actions is leading to an improvement in the condition of EPBC Act listed Threatened Ecological Communities.
 - (ii) **Agriculture Outcomes**
 - (A) **Outcome 5:** By 2023, there will be increased awareness and adoption of land management practices that improve and protect the condition of soil, biodiversity and vegetation.
 - (B) **Outcome 6:** By 2023, there is an increase in the capacity of agriculture systems to adapt to significant changes in climate and market demands for information on provenance and sustainable production.
- (b) Further information on each of the 5-year Outcomes, including their rationale and contribution to longer term outcomes, is outlined in the Program Logics available at <http://www.nrm.gov.au/regional-land-partnerships/program-logic>.

2. Overview of the Services

- (a) The Service Provider must deliver the Core Services as set out in clause 3, including to identify and support the effective and efficient delivery of Projects in the Management Unit. Projects are delivered as Project Services and are described further at clause 4.
- (b) The Service Provider must maintain a physical presence in the Management Unit for the Agreement Period, either by maintaining an office with staff within the Management Unit, or by other appropriate mechanisms that ensure Communities can regularly access support in relation to natural resource management matters.
- (c) The Service Provider must maintain a physical presence at 88 Stead Road, Albany, WA 6330 (or another address as agreed in writing by the Department from time to time) and maintain this physical presence for the duration of the Agreement.

- (d) At a minimum, the Service Provider must:
- (i) inform the Department within 30 days of any change to the physical location of the office and staff described in clause 2(c) and
 - (ii) provide evidence to the Department on request by the Department to demonstrate its physical presence in the Management Unit.
- (e) The Service Provider must work with relevant organisations and individuals to maximise progress towards the 5-year Outcomes, through leveraging additional resources, and influencing land and asset managers to change behaviour and undertake direct, on-ground actions.
- (f) For the Agreement Period, the Service Provider must be available, and maintain the capability and capacity, to:
- (i) provide relevant expertise, experience and resources (including specified personnel) in all Service Categories that are applicable to the Management Unit for which they are contracted to deliver Services;
 - (ii) provide advice on a timely basis to support Community and landholders about the management of natural resources relevant in the Management Unit;
 - (iii) engage with the Community, including landcare, Indigenous communities, farmer groups and industry groups, and form strategic partnerships to deliver Projects;
 - (iv) coordinate and obtain landholder and Traditional Owner support, and permission to access secure land, to deliver Projects;
 - (v) engaging and working with Indigenous people to plan and deliver Projects with cultural competency;
 - (vi) design and deliver Projects;
 - (vii) undertake monitoring, evaluation, reporting and improvement (**MERI**) of Projects;
 - (viii) deliver effective, open and inclusive organisational governance;
 - (ix) ensure sound financial governance, accounting and purchasing practices; and
 - (x) provide a safe work environment consistent with WHS Laws and provide the Department with a report on compliance with WHS Laws as part of each 'Core Services Report' to be delivered in accordance with Schedule 4 - Reports.
- (g) The Service Categories applicable to the Management Unit as at the Commencement Date are:
- (i) the Core Services;
 - (ii) for Project Services, each of the following categories:
 - (A) Ramsar Services;
 - (B) Threatened Species Services;
 - (C) Threatened Ecological Communities Services;
 - (D) Soil, Biodiversity and Vegetation On-Farm Services; and
 - (E) Supporting Agriculture Systems to Adapt to Change Services.

3. Core Services

3.1 Overview

- (a) The Service Provider must deliver the following Core Services for the Management Unit:
- (i) maintain the currency of natural resource management planning and the prioritisation of management actions;

- (ii) support the Community, including landcare, Indigenous communities, and industry to participate in the delivery of Projects;
- (iii) undertake communications;
- (iv) coordinate delivery of Projects and MERI;
- (v) undertake Regional Agriculture Landcare Facilitator services referred to at clause 3.6;
- (vi) on request by the Department, develop Project Designs and Project Proposals; and
- (vii) maintain a productive, cooperative and ongoing relationship with the Department.

3.2 Maintain the currency of natural resource management planning and the prioritisation of management actions

- (a) The Service Provider must ensure appropriate and accurate information to underpin prioritisation of long term action on natural resource management for the Management Unit is available to the Australian Government and the Community.
- (b) As part of its obligations under clause 3.2(a), the Service Provider must:
 - (i) maintain the currency of natural resource management planning and the prioritisation of management actions at the Management Unit scale to ensure:
 - (A) Projects can be identified and appropriately scaled and scoped, are based on best available scientific, economic and social information, take into account the Investment Priorities relevant to the Management Unit and consider emerging science and innovations, climate change impacts, and the views of the Community;
 - (B) Projects will effectively contribute to the 5-year Outcomes, including through identification and on-going prioritisation of management actions that support the delivery of the 5-year Outcomes;
 - (ii) within 12 months of the Commencement Date (unless the Department agrees in writing to an alternative timeframe):
 - (A) review any existing Natural Resource Management Plan(s) for the relevant Management Unit for their consistency with the requirements in clause 3.2(c); and
 - (B) provide a report on the review to the Department.
 - (iii) within 36 months of the Commencement Date (unless the Department agrees in writing to an alternative timeframe), to ensure that the Natural Resource Management Plan(s) meets the requirements of clause 3.2(c), either:
 - (A) revise the relevant existing Natural Resource Management Plans or material; or
 - (B) develop a new Natural Resource Management Plan for the Management Unit; and
 - (C) submit the revised or new Natural Resource Management Plan to the Department.
 - (iv) where the Service Provider has determined that it is necessary to develop a new Natural Resource Management Plan for the Management Unit:
 - (A) ensure that the new Natural Resource Management Plan complements, rather than duplicates, any existing Natural Resource Management Plans for the Management Unit; and
 - (B) address, in the new Natural Resource Management Plan, only those requirements under clause 3.2(c) that are not adequately addressed in an existing Natural Resource Management Plan for the Management Unit.

- (c) The Natural Resource Management Plan(s) must:
- (i) identify and describe the 5-year Outcomes and Investment Priorities that are relevant to the Management Unit;
 - (ii) describe stakeholder aspirations for natural resource management in the Management Unit, and where possible, how these align with the 5-year Outcomes and other relevant Australian Government priorities;
 - (iii) identify and prioritise natural resource management actions based on knowledge of:
 - (A) location and condition of natural resources, including the Investment Priorities;
 - (B) threats to, or impacts on, natural resources;
 - (C) prioritisation methods for determining the most cost-effective management actions, including decision support and spatial mapping tools; and
 - (D) methodologies for assessing the effectiveness of management actions;
 - (iv) identify how the delivery of Projects will contribute to 5-year Outcomes and Investment Priorities for the Management Unit;
 - (v) identify how the Natural Resource Management Plan(s) will be implemented with comprehensive Community participation;
 - (vi) identify Indigenous peoples' land and sea management aspirations for the relevant Management Unit, including how they relate to 5-year Outcomes, and strategies to prioritise and implement them;
 - (vii) incorporate traditional ecological knowledge, where appropriate, in accordance with agreed protocols and with prior approval of the Indigenous custodians of the knowledge;
 - (viii) describe key collaborations, for example between the Service Provider, industry and/or Community groups, for delivery of 5-year Outcomes;
 - (ix) identify the monitoring and reporting processes in place and how they are utilised to measure the achievements and the effectiveness of the Natural Resource Management Plan(s); and
 - (x) include any other content relevant to the Service Provider's obligations under clause 3.2(a).
- (d) The Service Provider must involve the Community, including the Indigenous community, in the development of a new Natural Resource Management Plan or revision of an existing Natural Resource Management Plan.
- (e) The Service Provider must make the new Natural Resource Management Plan, or revised Natural Resource Management Plan, publicly available at no cost to the Community, within 3 months of it being formally approved by the organisation's Board of Directors or equivalent.

3.3 Support the Community to participate in the delivery of Projects

- (a) The Service Provider must:
- (i) work with the Community to identify appropriate approaches for encouraging participation in Regional Land Partnerships;
 - (ii) engage and support the Community in prioritising and delivering natural resource management activities as they relate to the 5-year Outcomes and Investment Priorities across the Management Unit;
 - (iii) where appropriate, conduct workshops, or equivalent activities to engage researchers, industry and Community members to define innovative practices and

- approaches that would improve the condition of natural resources as they relate to the 5-year Outcomes;
- (iv) where appropriate, conduct field days, or equivalent activities, that allow land managers and Community members to see local trial results and best practice demonstrations relevant to the delivery of the 5-year Outcomes; and
 - (v) provide support, advice and knowledge sharing on natural resource management matters to assist the Community to participate in the delivery of Projects.
- (b) As part of its obligations under clause 3.3(a), the Service Provider must develop, implement and maintain the following plans (which may be provided as one document):
- (i) a Community Participation Plan; and
 - (ii) an Indigenous Participation Plan,
- with the completed plan(s) to be submitted to the Department within 12 months of the Commencement Date (unless the Department agree in writing to an alternative timeframe).
- (c) Prior to submission of the plan(s) to the Department, the Service Provider must obtain, and as far as practicable address, feedback on the plan(s) from an appropriate governance or advisory body with representation from key natural resource management stakeholders in the Management Unit, such as industry, landcare, Indigenous and Community groups, research organisations, and government.
- (d) The Community Participation Plan must, unless otherwise agreed by the Department in writing:
- (i) identify the stakeholders and their interest and roles relevant to natural resource management in the Management Unit;
 - (ii) identify how the Community will be actively engaged in the planning, decision making, prioritisation, design of Projects;
 - (iii) identify methods for facilitating Community participation in the delivery and monitoring of Projects, including farmer groups, other volunteer groups and local landholders;
 - (iv) include methods to assess the effectiveness of Community engagement and participation to support continuous improvement;
 - (v) outline how the Service Provider will form and maintain strategic partnerships with key organisations (for example, research institutions, regulatory bodies, industry, government and landcare groups) to improve the delivery of the 5-year Outcomes;
 - (vi) provide clear guidance on the opportunities available through effective Community and Indigenous participation in natural resource management planning, programs and processes;
 - (vii) clearly set out targets and measures of success to ensure the plan is successfully implemented; and
 - (viii) include the following content:
 - (A) key objectives, outcomes and activities;
 - (B) audience and stakeholders for the plan;
 - (C) existing Community participation methods;
 - (D) how the Community Participation Plan will be implemented;
 - (E) targets and measures of success;
 - (F) review and evaluation; and
 - (G) references for further information.

- (e) The Indigenous Participation Plan must, unless otherwise agreed by the Department in writing:
- (i) clearly identify and acknowledge the various Indigenous tribal and/or language groups, their interests, responsibilities and relationships to land and water;
 - (ii) consider roles, responsibilities and capacity of the Indigenous community to contribute to the 5-year Outcomes, and other regional natural resource management priorities, particularly where they align with Indigenous peoples land and sea management aspirations;
 - (iii) clearly identify opportunities for Indigenous participation in the delivery of Projects and other priority natural resource management activities and strategies to enhance participation;
 - (iv) outline how the Service Provider will achieve the minimum standards for Indigenous employment and subcontracting set out in clause 40 of the Agreement; and
 - (v) include the following content:
 - (A) purpose;
 - (B) Acknowledgement of Country;
 - (C) vision and guiding principles;
 - (D) Indigenous land and sea management aspirations across the Management Unit;
 - (E) key objectives, outcomes and activities;
 - (F) how the Indigenous Participation Plan will be implemented;
 - (G) targets and measures of success;
 - (H) review and evaluation; and
 - (I) references for further information.

3.4 Communications

- (a) The Service Provider must:
- (i) undertake regular public communication of organisational and project progress and performance, including through websites and social media, as they relate to the delivery of Projects;
 - (ii) facilitate Project site visits for the Department as requested, including:
 - (A) Project launch events;
 - (B) mid-term and end of Project communications events; and
 - (C) Ministerial site visits.
 - (iii) prepare communications products for the Department to use to communicate Project achievements, and progress towards 5-year Outcomes in the Management Unit including:
 - (A) at least three general media releases per year; and
 - (B) at least three social media notices per year;
 - (iv) seek the Department's approval prior to issue of media releases and social media notices as required under the Agreement;
 - (v) build awareness about opportunities that would support Communities and industry organisations to deliver natural resource management activities that align with 5-year Outcomes, and assist them to gain access to these opportunities; and

- (vi) develop, implement and maintain a Communications Plan with an initial plan submitted to the Department within 6 months of the Commencement Date, and the completed plan to be submitted to the Department within 12 months of the Commencement Date.
- (b) The Communications Plan must:
 - (i) identify how stakeholders will be provided with relevant and timely information about the delivery of the Services including the Projects in the Management Unit;
 - (ii) include the following content:
 - (A) key objectives, outcomes and activities;
 - (B) audience and stakeholders for the plan;
 - (C) existing communications methods;
 - (D) how the Communications Plan will be implemented;
 - (E) targets and measures of success;
 - (F) review and evaluation; and
 - (G) references for further information; and
 - (iii) identify the Service Provider's approach to publicly communicating the following
 - (A) progress and outcomes from the delivery of the Services, including outcomes of Projects in the Management Unit;
 - (B) opportunities for Communities to be engaged and participate in Project activities;
 - (C) opportunities for Community involvement in specific events under the Projects;
 - (D) information about opportunities that would support Communities to deliver natural resource management activities that align with 5-year Outcomes;
 - (E) publicly recognising contributions made by Communities towards the delivery of Projects;
 - (F) an annual update on natural resource management trends in the Management Unit, including against the 5-year Outcomes and related Community knowledge, attitudes and behaviours.

3.5 Coordinate Projects and MERI

- (a) The Service Provider must coordinate the delivery of Projects within the Management Unit, including associated MERI, to ensure consistency and to reduce overlap and gaps across Projects.
- (b) The Service Provider must also:
 - (i) ensure that, where possible and appropriate, methodologies used across Projects within the Management Unit are consistent;
 - (ii) ensure that, where possible, links between Projects within the Management Unit are benefited from;
 - (iii) ensure that interactions and leveraging with the Community and industry are considered, and where appropriate coordinated, across all Projects;
 - (iv) encourage, train and assist the Community to participate in undertaking monitoring activities under Projects;
 - (v) ensure that all Projects' MERI (including input into the Department's monitoring, evaluation, reporting and improvement tool (MERIT) (<http://www.nrm.gov.au/my-project/monitoring-and-reporting>)) is coordinated and consistent, where

appropriate, and Services delivered are inputted into MERIT by the respective 'eligible invoice date' set out at item 2 of Schedule 3;

- (vi) ensure that staff responsible for MERI across all Projects are provided with access to expertise and information on best practice MERI approaches; and
- (vii) work with service providers in other management units that have similar projects, interventions, Communities and/or issues to improve the effectiveness of the delivery of the Services and contribution to the 5-year Outcomes.

3.6 Regional Agriculture Landcare Facilitators

- (a) The Service Provider must provide a designated Regional Agriculture Landcare Facilitator(s) as a central contact point for farmers, industry, and Community groups and to support agriculture related Core Services and Project Services.
- (b) The Service Provider must engage the Regional Agriculture Landcare Facilitator(s) within two months of the Commencement Date, and maintain the engagement of the Regional Agriculture Landcare Facilitator(s) for the Agreement Term.
- (c) The Service Provider must prepare a Regional Agriculture Landcare Facilitator Plan for the Management Unit, which must be submitted to the Department within two months of either the Commencement Date or the engagement of the Regional Agriculture Landcare Facilitator(s) (whichever is later). The Regional Agriculture Landcare Facilitator Plan must include the following content in the context of the needs of the Management Unit:
 - (i) objectives of the role;
 - (ii) key activities to be delivered by the role;
 - (iii) stakeholder engagement plan to be delivered by the role, including who will be engaged, what methods will be used and the purpose of engagement;
 - (iv) communication plan to be delivered by the role, including types of messages and methods to be used to inform Communities and the Department of Agriculture and Water Resources about relevant Management Unit and agriculture issues; and
 - (v) MERI Plan that measures the value and impact of the role.
- (d) The Service Provider must ensure that it does not use more than three individuals to deliver the Services through the role of the Regional Agriculture Landcare Facilitator at any point in time and for the duration of the Agreement Period.
- (e) The Service Provider must deliver aspects of the Core Services through the Regional Agriculture Landcare Facilitator position(s) to support the development and delivery of Agriculture Projects.
- (f) The Services to be delivered through the Regional Agriculture Landcare Facilitator position(s) include:
 - (i) Community engagement and distributing relevant information, such as determining the needs of Communities to undertake practice change, informing Communities of emerging issues, supporting landcare and industry networks, sharing knowledge on trial results, keeping them informed of new government policy, seeking membership and resources for natural resource management;
 - (ii) assisting Communities and industry groups to develop new projects and seek grant funding, for example through the Smart Farms Small Grants, and Smart Farm Partnership rounds;
 - (iii) facilitating partnerships that will best deliver agriculture outcomes, such as connecting grower and Community groups so they can work together to address common issues;
 - (iv) providing information to the Australian Government on various issues and for events, such as reporting on the impact of natural disasters on farmers, and organising field visits for ministers; and

- (v) reporting on the delivery of Services delivered through the Regional Agriculture Landcare Facilitator.
- (g) The Service Provider must ensure that Regional Agriculture Landcare Facilitator(s) attend the Regional Agriculture Landcare Facilitator Annual Conference in Canberra, and regular monthly teleconferences with the Department of Agriculture and Water Resources (unless the Department of Agriculture and Water Resources agrees in writing to an alternative frequency), to build networks and capability, and to engage with the Department of Agriculture and Water Resources on their role and emerging agriculture related matters.
- (h) Noting that Regional Agriculture Landcare Facilitators may also have a role to support Projects in their Management Unit, in addition to delivering the Core Services, any activities delivered by the Regional Agriculture Landcare Facilitator to support delivery of Projects must be reported as part of the relevant Project and not under the role of the Regional Agriculture Landcare Facilitator, which will be for Core Services only.

3.7 Project Designs and Project Proposals

- (a) From time to time, when requested by the Department, the Service Provider must develop detailed Project Designs and/or high level Project Proposals using the templates provided by the Department from time to time.
- (b) The Service Provider must maintain, for the Agreement Period, the capability and capacity to develop Project Designs and Project Proposals to deliver Projects that contribute to the achievement of the 5-year Outcomes.
- (c) Project Designs and Project Proposals:
 - (i) must contribute to the achievement of one or more 5-year Outcomes which must be identified as a Primary Outcome and Secondary Outcome(s), if applicable, in the Project Design or Project Proposal;
 - (ii) may encompass one, several or all of the following Service Categories as relevant for the Management Unit noting that as at the Commencement Date, the Service Categories applicable to the Management Unit are set out at clause 2(g):
 - (A) Ramsar Services;
 - (B) Threatened Species Services;
 - (C) World Heritage Services;
 - (D) Threatened Ecological Communities Services;
 - (E) Soil, Biodiversity and Vegetation On-Farm Services; and
 - (F) Supporting Agriculture Systems to Adapt to Change Services;
 - (iii) may include any combination of the Project Services that have been identified within each service category in Table 1 or Table 2 below but do not need to include Project Services from all Service Categories;
 - (iv) may include alternative services, provided it can be demonstrated that the proposed alternative services would contribute to the achievement of one or more 5-year Outcomes at least as effectively as one or more of the identified Services in Table 1 or Table 2 below.

Table 1: Environment related Project Services

| Service Category | Description of Project Services |
|------------------|--|
| Ramsar Services | Activities to restore or reduce threats to the ecological character of Ramsar sites, such as: |
| | Controlling pest animals |
| | Removing pestweeds |
| | Improving hydrological regimes |

| Service Category | Description of Project Services |
|--|---|
| | Remediating riparian and aquatic areas |
| | Improving land management practices, such as stocking rates, watering arrangements, and paddock layout |
| Threatened Species Services | Activities to stabilise or improve the trajectory of species targeted under the Threatened Species Strategy and other priority EPBC Act priority species, such as: |
| | Culling feral cats |
| | Controlling pest animals |
| | Removing pest weeds |
| | Revegetating habitat |
| | Managing fire regimes |
| | Improving land management practices, such as stocking rates, watering arrangements, and paddock design |
| | Protecting habitat by controlling access |
| | Habitat augmentation, such as installation of artificial fauna movement devices, artificial nesting or roosting habitat, environmental thinning or seed banking. |
| | Establishing and maintaining feral free enclosures |
| | Establishing and maintaining ex-situ breeding sites and/or populations |
| | Undertaking emergency interventions to prevent extinctions |
| World Heritage Services | Activities to reduce threats to the natural heritage Outstanding Universal Value of World Heritage properties, such as: |
| | Controlling pest animals |
| | Removing pest weeds |
| | Managing diseases |
| | Protecting habitat by controlling access |
| Threatened Ecological Communities Services | Activities to improve the condition of EPBC Act listed threatened ecological communities, such as: |
| | Controlling pest animals |
| | Removing pest weeds |
| | Revegetating habitat |
| | Managing fire regimes |
| | Improving land management practices, such as stocking rates, watering arrangements, and paddock design |
| | Protecting habitat by controlling access |
| | Managing diseases |
| | Improving hydrological regimes |

Table 2: Agriculture related Project Services

| Service Category | Description of Project Services |
|---|--|
| Soil, Biodiversity and Vegetation On-Farm Services | Managing soil acidification |
| | <p>Deliver Projects that encourage knowledge sharing and the wider adoption of practices to ameliorate soil acidification and reduce the likelihood of subsurface acidification in priority areas. For example, by encouraging farmers to:</p> |
| | <ul style="list-style-type: none"> Undertake surface and subsurface soil pH testing and liming as a regular servicing of the soil system to maintain productivity, soil health and ecosystem service function. |
| | <ul style="list-style-type: none"> Regularly test soil and plant nutrients to better match fertilizer applications to crop or pasture requirements. |
| | Reducing the risk of soil and nutrient loss from wind erosion |
| | <p>Deliver Projects that encourage knowledge sharing and the wider adoption of practices to reduce the risk of soil and nutrient loss from wind erosion while protecting air quality in priority areas. For example:</p> |
| | <ul style="list-style-type: none"> In grazing systems, maintain adequate ground cover (the proportion of soil that is covered by vegetation) and avoid overgrazing by setting targets (the percentage of ground to be protected over a given area), and monitoring and managing to these targets. Maintaining fifty percent ground cover over eighty percent of the area of interest is a commonly adopted target for wind erosion control. |
| | <ul style="list-style-type: none"> In cropping systems, respond to seasonal conditions, weeds and pests, by managing to maximize stubble retention and minimise burning to reduce the risk of soil loss and the impacts of dust and smoke pollution on air quality. |
| | Reducing the risk of soil and nutrient loss from hillslope (water) erosion |
| | <p>Deliver Projects that encourage knowledge sharing and the wider adoption of practices to reduce the risk of soil and nutrient loss from hillslope (water) erosion in priority areas while protecting water quality. For example:</p> |
| <ul style="list-style-type: none"> In grazing systems, maintain adequate ground cover (the proportion of soil that is covered by vegetation) and avoid overgrazing by setting targets (the percentage of ground to be protected over a given area), and monitoring and managing to these targets. For example, the target for reducing water erosion in the Great Barrier Reef Management Units is for ninety per cent of grazing lands to have greater than 70 per cent ground cover in the late dry season (the period of lowest cover). | |
| <ul style="list-style-type: none"> In cropping systems, respond to seasonal conditions, weeds and pests, by managing to maximize stubble retention and minimise burning to reduce the risk of soil loss. | |
| Opportunities for increasing soil organic carbon | |
| <p>Deliver Projects that encourage knowledge sharing and the wider adoption of practices in priority areas to maintain net primary productivity at a high level relative to farm potential to ensure that carbon capture by plants also flows through to the soil. For example:</p> | |

| Service Category | Description of Project Services |
|--|--|
| | <ul style="list-style-type: none"> • In grazing systems, maintain adequate ground cover and avoid overgrazing by setting, monitoring and managing to ground cover targets. • In cropping systems, varietal selection, the timing of key operations such as sowing and the application of the right fertiliser at the right time need to be optimised to maximise dry matter production. • Improve water use efficiency in cropping systems and intensively managed pastures by identifying and overcoming soil constraints. <p>Improving management of on-farm native vegetation</p> <p>Deliver Projects that encourage knowledge sharing and the wider adoption of practices to, for example:</p> <ul style="list-style-type: none"> • Protect and enhance on-farm remnant native vegetation, including planting of new areas of native vegetation, and improving the management of existing remnants, including riparian areas, wetlands, rocky outcrops and paddock trees. <p>Monitoring and reporting progress of services towards outcomes, including measuring the improvement of soil, vegetation and/or biodiversity conditions on agricultural land.</p> <p>Deliver Projects that encourage knowledge sharing and the wider adoption of methods for practical, cost effective monitoring and reporting which makes information publicly available. For example:</p> <ul style="list-style-type: none"> • Encourage local groups to collate information to produce and publish spatially explicit data for display at regional level, which captures previously funded vegetation and biodiversity projects on-farm, to report on achievements and progress to date and provide a foundation for investment planning. |
| Supporting Agriculture Systems to Adapt to Change Services | <p>Supporting Agriculture Systems to Adapt to Changes in Climate and Market Demands for information on Provenance and Sustainable Production Services</p> <p>Deliver Projects that will:</p> <ul style="list-style-type: none"> • Assist agricultural industries (including fisheries and forestry) to adapt to growing market preferences for products with demonstrable sustainability credentials, including through traceability mechanisms • Increase land and marine managers' awareness and understanding of changes in climate and markets so that they can adopt effective response strategies that maintain farm productivity and natural resource conditions. |

- (d) The Service Provider must consider the following factors when developing Project Designs or Project Proposals:
- (i) appropriateness of proposed Services for delivering against the relevant Investment Priorities and 5-year Outcomes;
 - (ii) the relative importance of each of the 5-year Outcomes and Investment Priorities in the Management Unit, based on both scientific evidence and Community perspectives and knowledge;
 - (iii) the likelihood of successful delivery of the proposed Services;

- (iv) opportunities to engage relevant stakeholders in the delivery of the Project, including involving Indigenous people;
 - (v) opportunities to develop partnerships to best utilise networks and technical expertise in the delivery of the Project;
 - (vi) opportunities to deploy innovation in delivery of Projects;
 - (vii) opportunities to undertake activities that would contribute to more than one 5-year Outcome;
 - (viii) the best available science and economics;
 - (ix) best practice delivery approaches;
 - (x) ability to measure the improvement of the resource condition(s) from baseline levels;
 - (xi) opportunities to add value to Projects by using co-investment and/or previous work;
 - (xii) opportunities to align activities to achieve the 5-year Outcomes with other Australian Government, state or territory policies, guidelines and strategies;
 - (xiii) cost effectiveness of the methodologies to be used; and
 - (xiv) the benefits of including in the Project Design the conduct of workshops, or equivalent opportunities, involving researchers, industry and Community members to define innovative practices and approaches that aim to better support the achievement of the 5-year Outcomes.
- (e) In determining which of the Project Services outlined in Table 1 or Table 2 above to include in a Project Design or Project Proposal, the Service Provider must demonstrate consistency with relevant Commonwealth and State government plans, policies and strategies.
- (f) For Project Designs involving Threatened Species Services, the Service Provider must:
- (i) identify services that would maintain or increase the populations of one or more of the 20 mammals, 20 birds and 30 plants targeted for action in the Threatened Species Strategy; available at <http://www.environment.gov.au/biodiversity/threatened/publications/strategy-home> or
 - (ii) identify services that would to maintain or increase the populations of other species that are a priority in accordance with the prioritisation principles set out in the Threatened Species Strategy.
- (g) For Project Designs involving revegetating habitat, the Service Provider must:
- (i) ensure appropriateness of the species composition to be planted or regenerated, as indicated by consistency with appropriate documentation such as the National Vegetation Information System and Threatened Ecological Community Listing Advices, Conservation Advices, and Threat Abatement Plans; and
 - (ii) account for estimated flora mortality and implement 'make-good' provisions to ensure that, at a minimum, 70 per cent of the individual plants planted remain viable at the end of the term of the Agreement.
- (h) For Project Designs addressing soil acidification, wind erosion, hillslope erosion and soil carbon decline, the Service Provider must:
- (i) align their Project Design with the Investment Priorities and risk areas outlined on the interactive maps at <http://erin.maps.arcgis.com/apps/MapSeries/index.html?appid=c2606f315ee74d899c4f7ae478c29ccc> or

- (ii) provide alternatives to these Investment Priorities and/or risk areas, supported by a sound rationale and links to the more accurate state or regional science, which must be available in the public domain.
- (i) Project Designs must include Project Services directly associated with, and necessary for, the implementation of the Project, including:
 - (i) Community engagement and formation or maintenance of partnerships;
 - (ii) working with relevant landholders;
 - (iii) obtaining relevant permits and/or approvals;
 - (iv) site preparation;
 - (v) maintenance of outcomes for the duration of the Project;
 - (vi) project management;
 - (vii) sourcing and provision of appropriately qualified labour; and
 - (viii) purchasing and maintenance of required materials, including machinery.
- (j) Project Designs must be located:
 - (i) wholly within the Service Provider's Management Unit; or
 - (ii) partially within the Service Provider's Management Unit and partially in an adjoining Management Unit only if the Service Provider can demonstrate that they have consulted the service provider for the other management unit.
- (k) For Project Designs to be delivered partially within the management unit of another service provider, the Service Provider must outline how they will:
 - (i) inform the other service provider of the Project not less than 30 days prior to the commencement of any work to be performed in that management unit; and
 - (ii) keep the other service provider informed of its activities when working in the affected management unit.
- (l) Project Designs must use best practice methodologies, including published government, or industry best practice guidelines where relevant where these can be shown to align directly with the Investment Priorities.
- (m) For each Project Design, the Service Provider must:
 - (i) demonstrate support from the Community, including agreement from any organisation, Community group, industry group, individual(s) or Traditional Owners that are partners to the Project; and
 - (ii) quantify how the Project contributes, if at all, to the requirement that at least 20 percent of the combined value of Projects delivered by the Service Provider must directly support the delivery of small on-ground projects and related activities that are delivered by, or directly engage with, the local landcare community. To meet this requirement:
 - (A) Project Services may include acquiring goods and services for Community projects and/or otherwise assisting in providing materials or other support to local landcare or Community groups; and
 - (B) the Department may negotiate with the Service Provider on how to meet this requirement based on the number and type of Project Work Orders ultimately entered into.
- (n) Where Project Designs will directly affect Indigenous sites, places, values or communities, the Service Provider must:
 - (i) have support for the Project, preferably in writing, from the relevant Traditional Owners and/or local Indigenous organisation, and

- (ii) not contravene any relevant Commonwealth, state or territory legislative requirements.
- (o) The Service Provider must include Project Initiation Activities, where applicable, within Project Designs.
- (p) Project Initiation Activities should be designed to enable the successful delivery of the Project, and may include:
 - (i) collecting, or synthesising baseline data;
 - (ii) establishing monitoring regimes;
 - (iii) identifying the location of potential sites;
 - (iv) obtaining relevant approvals;
 - (v) negotiating with the Community, landholders, Traditional Owner groups etc; and
 - (vi) Project planning and delivery of documents as required for the delivery of Project Services and monitoring.
- (q) The Service Provider must conduct the Project Initiation Activities within the first 12 months after the commencement of the relevant Project Work Order, unless otherwise agreed in writing by the Department.
- (r) Project Designs must include a communications component that includes:
 - (i) undertaking regular public communication of Project progress and performance, including through websites and social media;
 - (ii) Project site visits for the Department as appropriate, including Project launch events and mid-term and end of Project communications events;
 - (iii) preparation of communications products for the Department to use to communicate Project achievements, and progress towards 5-year Outcomes in the Management Unit including at least:
 - (A) one media release per Project per year; and
 - (B) one social media notice per Project per year.
- (s) As a part of each Project Design, the Service Provider must include a Project MERI component that:
 - (i) details how the Service Provider will deliver relevant MERI activities; and
 - (ii) details how the Service Provider will ensure the Project captures and provides the information required for input into the Department's Monitoring, Evaluation, Reporting and Improvement tool (MERIT) (<http://www.nrm.gov.au/my-project/monitoring-and-reporting>).

3.8 Maintain a productive, cooperative and ongoing relationship with the Department

- (a) The Service Provider must, within one month of the Commencement Date, develop a Relationship Management Plan which must be approved by the Department and must cover:
 - (i) an overview of the organisation's structure and roles (including Key Subcontractors and partners where applicable);
 - (ii) key contact details (including the nature of the role performed) within the Service Provider's organisation (including Key Subcontractors where it will be necessary for them to liaise directly with the Department); and
 - (iii) a schedule for regular contact with the Department on matters of significance.
- (b) Once approved by the Department, the Service Provider must implement and maintain the Relationship Management Plan for the Agreement Term, particularly in relation to notifying the Department of any changes to key contact details.

4. Project Services

- (a) The Service Provider must at all times, subject to acceptance by the Department of the Project Work Order(s), be delivering at least one Environment Project and at least one Agriculture Project at all times during the Agreement Period.
- (b) The Service Provider must deliver Projects in accordance with the relevant Project Work Orders.
- (c) As set out in the Agreement, the Service Provider remains fully responsible for the delivery of the Projects despite any sub-contracting or other arrangements used to deliver the Projects.
- (d) The Service Provider must maintain appropriate records to demonstrate their delivery of the Projects under the Agreement.
- (e) The Department may under the Agreement, and consistent with the Assurance Framework, audit these records and Project sites to review whether the reporting has accurately reflected the Service Provider's compliance with the requirements for the delivery of Projects.

5. Common requirements for delivering Core Services and Project Services

5.1 Maintain appropriate governance frameworks

- (a) The Service Provider must, for the duration of the Agreement:
 - (i) maintain appropriate governance and financial frameworks according to its statutory, incorporation and other legal obligations;
 - (ii) maintain appropriate financial procedures, purchasing policies and decision making processes to ensure transparency and accountability and the efficient, effective and ethical use, in the expenditure of public monies including, but not limited to, fraud prevention, probity, risk and independent auditing; and
 - (iii) ensure that the organisation is an inclusive workplace that values and respects diversity, including the development of employee and management competence in Indigenous culture.

5.2 Work Health and Safety requirements

- (a) The Service Provider must develop and implement a Work Health and Safety Plan for Core Services and for each Project, to be provided to the Department within one month from the Commencement Date (for Core Services) or the execution of the Project Work Order (for each Project).
- (b) Work Health and Safety Plans must:
 - (i) identify work health and safety risks associated with the delivery of the Core Services and Project(s) (including with regard to employees, subcontractors, volunteers and any other individuals or organisations associated with the Core Services or Project(s));
 - (ii) identify appropriate strategies and actions to reduce the likelihood and impact of these work health and safety risks; and outline how these strategies and actions will be implemented.

5.3 Reporting and Records

- (a) The Service Provider must provide:
 - (i) a report in respect of its delivery of the Core Services (**Core Services Report**) on the status of the delivery of each aspect of the Core Services, being:
 - (A) a statement that the Service Provider is meeting the requirements for the delivery of the relevant aspect of the Core Services; or

- (B) a statement that the Service Provider has not met the requirements for the delivery of the relevant aspect of the Core Services, and if not, reasons why not and steps that the Service Provider is taking to meet the requirements; and
- (ii) an 'Annual Report' each year as set out at Schedule 4 during the Agreement Period that includes:
 - (A) Core Services progress highlighting key achievements and/or issues; and
 - (B) any proposed adaptive management actions for the Core Services.
- (b) The Service Provider must submit a Core Services Report in MERIT each time an invoice is issued by the Service Provider in accordance with clause 27 and Schedule 3. For clarity, the provision of a Core Services Report does not limit the Department's rights under clause 27.3.
- (c) The Service Provider must provide the following Project Reports in respect of each Project:
 - (i) an 'Outputs Report' that details:
 - (A) the outputs delivered for the Projects; and
 - (B) spatial reporting and photographs of a sample of intervention locations for the Project.

An Outputs Report must be submitted in MERIT each time an invoice is issued by the Service Provider in accordance with clause 27, Schedule 3 and a Project Work Order;
 - (ii) an 'Annual Report' each year as set out at Schedule 4 for each Project Work Order, for the duration of that Project Work Order, that includes:
 - (A) confirmation that the Project is being conducted as defined in the MERI Plan;
 - (B) Project progress highlighting key achievements and/or issues;
 - (C) any proposed adaptive management actions for the Project;
 - (D) Community and Indigenous participation and investment levels.
 - (iii) an 'Outcomes Report 1' that includes, for each short-term outcome set in the MERI plan, a summary of the state of change detected between the baselines established by the Service Provider as at the Start Date of the Project Work Order and subsequent follow up monitoring undertaken by the Service Provider. The Outcomes Report 1 must be submitted in MERIT by the Service Provider:
 - (A) for Project Work Orders with a duration of 3 years or less, by the End Date for that Project Work Order; and
 - (B) for Project Work Orders with a duration of more than 3 years, by the date that is 3 years from the Start Date of that Project Work Order.
 - (iv) for Project Work Orders with a duration of more than 3 years, an 'Outcomes Report 2' that includes, for each medium-term outcome set out in the MERI plan, a summary of the state of change detected between the baselines established by the Service Provider at the Start Date of the Project Work Order and subsequent follow up monitoring undertaken by the Service Provider. The Outcomes Report 2 must be submitted in MERIT by the Service Provider by the End Date for that Project Work Order.
- (d) The Service Provider must maintain appropriate records to demonstrate compliance with delivery of the Services in accordance with the requirements of the Agreement.
- (e) The Department may under the Agreement, and consistent with the Assurance Framework, audit the records referred to in paragraph 5.3(d) to review whether the

reporting provided by the Service Provider has accurately reflected the Service Provider's compliance with the requirements for the delivery of the Services.

6. Out of Scope

The Service Provider must not, unless approved by the Department in writing, conduct any of the following activities as part of the Services:

- (a) activities which are retrospective – projects or activities that have been completed before entering into the relevant Agreement with the Department;
- (b) activities required to be carried out by Law or under a contract with a third party;
- (c) activities that are the responsibility or business of state, territory or local governments or of private land managers, including activities that are a legislative and regulatory responsibility (e.g. managing or controlling certain weeds or compliance activities). These activities may be undertaken in conjunction with services delivered under Regional Land Partnerships, provided the Service Provider identifies non-Australian Government funding for these activities;
- (d) activities required as compliance or government business or are part of an approval under Commonwealth, state or territory legislation, for example the provision of an environmental offset under the EPBC Act;
- (e) activities likely to have a significant adverse impact on any Matter of National Environmental Significance under the EPBC Act, as such term is defined under that Act;
- (f) activities likely to have significant adverse impact on Indigenous cultural heritage that have not received approval for the activities through relevant state or territory legislative requirements;
- (g) planting species that are known to be, or are potentially, environmental or agricultural weeds;
- (h) activities that are primarily for the purpose of beautifying or improving amenity (e.g. landscaping, picnic tables, shelters and paving);
- (i) activities for the purposes of political or ideological advocacy (e.g. protesting against a development);
- (j) primary monitoring, modelling or research based activities not part of or subordinate to the Core Services or an approved Project under a Project Work Order; and
- (k) international travel unless specifically identified in the Agreement and agreed to by the Department.

Schedule 3 – Pricing

1. Invoicing requirements (clause 27.5)

- (a) The invoice must meet the requirements of a tax invoice as set out in the *A New Tax System (Goods and Services Tax) Act 1999* (Cth) and the *A New Tax System (Goods and Services Tax) Regulations Act 1999* (Cth) and be in a form approved by the Department,
- (i) which includes the following information:
- (A) the amount of Service Charges relating to the Services;
 - (B) the information required by the Department to verify the calculation of the Service Charges;
 - (C) the Agreement number;
 - (D) the name of the Department Representative; and
 - (E) such other information as the Department requires; and
- (ii) is accompanied by:
- (A) details of Services delivered entered in MERIT to which the invoice relates, and separately detailing Core Services and Project Services (where applicable);
 - (B) details of Reports submitted in MERIT in accordance with section 5.3 of the Statement of Work; and
 - (C) a statutory declaration in the form of Schedule 5 from the Service Provider that it has performed all of the Services subject of the invoice.
- (b) The Service Provider must submit all invoices to:
- RLPWesternAustralia@environment.gov.au by each date identified as an 'eligible invoice date' in the table at item 2 of this Schedule 3.

2. Service Charges (clause 27)

The total amount of the Service Charges for the Core Services for the Initial Agreement Period payable by the Department in accordance with clause 27 is **\$2,642,959.00** (inclusive of GST) (Total Core Services Charge).

s47(1)(b)

s47(1)(b)

s47(1)(b)

s47(1)(b)

s47(1)(b)

s47(1)(b)

| | |
|---|----------------|
| Total for Years 1 to 5 (GST exclusive): | \$2,402,690.00 |
| Total for Years 1 to 5 (GST inclusive): | \$2,642,959.00 |

3. Service Charges if Agreement Period is extended (clauses 5.2 and 27)

If the Agreement Period is extended under clause 5.2, for each Extension Period the Service Charges payable by the Department in accordance with clause 27 will be Year 5 Core Services rates (exclusive of GST), adjusted for CPI. These Service Charges will be payable on a quarterly basis or as otherwise agreed in writing by the Department.

4. Rates for Project Services and Additional Services (clauses 12, 13 and 15)

4.1 Calculating Service Charges

The Service Charges for:

- (a) Project Services;

s47(1)(b)

s47(1)(b)

s47(1)(b)

s47(1)(b)

s47(1)(b)

s47(1)(b)

Schedule 4– Reports

| Report type | Information to be included | Reporting Period | Frequency | Due date |
|----------------------|---|--|---|--|
| Core Services Report | As set out in section 5.3(a)(i) of the Statement of Work | The period that begins on the Commencement Date and ends on 31 July 2018, and each month thereafter for the duration of the Agreement Period. | Monthly | Subject to section 5.3(b) of the Statement of Work, the 5 th Business Day of each month during the Agreement Period, commencing August 2018. |
| Outputs Report | As set out in section 5.3(c)(i) of the Statement of Work | The period that begins on the Start Date for that Project Work Order and ends on 31 March 2019, and each six-month period (or part thereof) thereafter for the duration of the Project Work Order. | Minimum of six monthly for each Project | Subject to section 5.3(c)(i) of the Statement of Work, the 5 th Business Day of April and October each year during the Agreement Period, commencing April 2019. |
| Annual Report | As set out in sections 5.3(a)(ii) and 5.3(c)(ii) of the Statement of Work | The 12 month period (or part thereof) ending 5 Business Days before the due date of the Report | Every 12 months for Core Services and each Project (excepting the first year and last year of the Agreement Period which may reflect shorter reporting periods) | For Core Services – On 30 June each year for the duration of the Agreement Period and on the expiration or termination of the Agreement. For Project Services – On 30 June each year for the duration of that Project Work Order |
| Outcomes Report 1 | As set out in section 5.3(c)(iii) of the Statement of Work | The period that begins on the Start Date for that Project Work Order and ends on the date that is 5 Business Days before the due date of this Report. | Once for each Project | For each Project Work Order with a duration of 3 years or less, on the End Date for that Project Work Order For each Project Work Order with a duration of more than 3 years, on the date that is 3 years from the Start Date of that Project Work Order. |
| Outcomes Report 2 | As set out in section 5.3(c)(iv) of the Statement of Work | The period that begins on the Start Date for that Project | Once for each Project with a | For each Project Work Order with a duration of 3 years or |

| Report type | Information to be included | Reporting Period | Frequency | Due date |
|-------------|----------------------------|--|-----------------------------|--|
| | | Work Order and ends on the date that is 5 Business Days before the due date of the Report. | duration of 3 years or more | more, on the End Date for that Project Work Order. |

Schedule 5 – Declaration as to Services performed and invoice rendered

Commonwealth of Australia
STATUTORY DECLARATION

Statutory Declarations Act 1959

Statutory declaration in the matter of the Agreement dated [insert date] (**Agreement**) between Commonwealth of Australia represented by the Department of the Environment and Energy (ABN 34 190 894 983) (**Department**) and [insert Service Provider name and details] (**Service Provider**)

I, [insert name], of [insert address details] make the following declaration under the *Statutory Declarations Act 1959*:

- 1 I occupy the role of [insert CEO or equivalent] of the Service Provider.
- 2 The Service Provider has complied with its obligations in the Agreement.
- 3 The Service Provider has performed all of the Services subject of the invoice dated [insert] in accordance with the Agreement.

I **understand** that a person who intentionally makes a false statement in a statutory declaration is guilty of an offence under section 11 of the *Statutory Declarations Act 1959*, and I believe that the statements in this declaration are true in every particular.

Declared)

at)

*insert address)
in the State of [insert details] on)

this day of)
*insert date)

*Declarant to Sign Here

Before me:

*Witness to Sign Here

(Print name of Witness)

(Print address of Witness)

(Print Title of Witness)

Note 1 A person who intentionally makes a false statement in a statutory declaration is guilty of an offence, the punishment for which is imprisonment for a term of 4 years — see section 11 of the *Statutory Declarations Act 1959*.

Note 2 Chapter 2 of the *Criminal Code* applies to all offences against the *Statutory Declarations Act 1959* — see section 5A of the *Statutory Declarations Act 1959*.

A statutory declaration under the *Statutory Declarations Act 1959* may be made before—

(1) a person who is currently licensed or registered under a law to practise in one of the following occupations:

| | | | | |
|--------------|----------------------|--------------------|----------------------|-------|
| Chiropractor | Dentist | Legal practitioner | Medical practitioner | Nurse |
| Optometrist | Patent attorney | Pharmacist | Physiotherapist | |
| Psychologist | Trade marks attorney | Veterinary surgeon | | |

(2) a person who is enrolled on the roll of the Supreme Court of a State or Territory, or the High Court of Australia, as a legal practitioner (however described); or

(3) a person who is in the following list:

- Agent of the Australian Postal Corporation who is in charge of an office supplying postal services to the public
- Australian Consular Officer or Australian Diplomatic Officer (within the meaning of the *Consular Fees Act 1955*)
- Bailiff
- Bank officer with 5 or more continuous years of service
- Building society officer with 5 or more years of continuous service
- Chief executive officer of a Commonwealth court
- Clerk of a court
- Commissioner for Affidavits
- Commissioner for Declarations
- Credit union officer with 5 or more years of continuous service
- Employee of the Australian Trade Commission who is:
 - (a) in a country or place outside Australia; and
 - (b) authorised under paragraph 3 (d) of the *Consular Fees Act 1955*; and
 - (c) exercising his or her function in that place
- Employee of the Commonwealth who is:
 - (a) in a country or place outside Australia; and
 - (b) authorised under paragraph 3 (c) of the *Consular Fees Act 1955*; and
 - (c) exercising his or her function in that place
- Fellow of the National Tax Accountants' Association
- Finance company officer with 5 or more years of continuous service
- Holder of a statutory office not specified in another item in this list
- Judge of a court
- Justice of the Peace
- Magistrate
- Marriage celebrant registered under Subdivision C of Division 1 of Part IV of the *Marriage Act 1961*
- Master of a court
- Member of Chartered Secretaries Australia
- Member of Engineers Australia, other than at the grade of student
- Member of the Association of Taxation and Management Accountants
- Member of the Australasian Institute of Mining and Metallurgy
- Member of the Australian Defence Force who is:
 - (a) an officer; or
 - (b) a non-commissioned officer within the meaning of the *Defence Force Discipline Act 1982* with 5 or more years of continuous service; or
 - (c) a warrant officer within the meaning of that Act
- Member of the Institute of Chartered Accountants in Australia, the Australian Society of Certified Practising Accountants or the National Institute of Accountants
- Member of:
 - (a) the Parliament of the Commonwealth; or
 - (b) the Parliament of a State; or
 - (c) a Territory legislature; or
 - (d) a local government authority of a State or Territory
- Minister of religion registered under Subdivision A of Division 1 of Part IV of the *Marriage Act 1961*
- Notary public
- Permanent employee of the Australian Postal Corporation with 5 or more years of continuous service who is employed in an office supplying postal services to the public
- Permanent employee of:
 - (a) the Commonwealth or a Commonwealth authority; or
 - (b) a State or Territory or a State or Territory authority; or
 - (c) a local government authority;
 with 5 or more years of continuous service who is not specified in another item in this list
- Person before whom a statutory declaration may be made under the law of the State or Territory in which the declaration is made
- Police officer
- Registrar, or Deputy Registrar, of a court
- Senior Executive Service employee of:
 - (a) the Commonwealth or a Commonwealth authority; or
 - (b) a State or Territory or a State or Territory authority
- Sheriff
- Sheriff's officer
- Teacher employed on a full-time basis at a school or tertiary education institution

Schedule 6 – Summary of Assurance Framework

[see attached document]

Summary of assurance activities for Regional Land Partnerships

Departments – The Department of the Environment and Energy and the Department of Agriculture and Water Resources

| Assurance Activity | Description | Frequency | Triggers | Line of Defence |
|--------------------------------------|--|---|---|--|
| MERI Plan in MERIT | <p>• The Departments:</p> <p>A Monitoring, Evaluation, Reporting and Improvement (MERI) Plan must be developed for each Project and submitted online in the MERI Tool (MERIT). The MERI Plan must be maintained in respect of each Project delivered under Regional Land Partnerships for the Departments to effectively identify and manage project delivery and risk. The MERI Plan must be submitted by the Service Provider in MERIT and approved by the Departments prior to signing of a Project Work Order. The content of the MERI Plan also provides clarity to the Departments about how the Service Provider will deliver the Services in the Project Work Orders.</p> <p>• Service Providers:</p> <p>Prior to signing of a Project Work Order, each Service Provider will develop a comprehensive MERI Plan for each project and submit the details into MERIT for approval by the Departments.</p> <p>The content of the MERI Plan should include, but not be limited to, entries for:</p> <ul style="list-style-type: none"> - Primary Project outcomes and investment priorities; - Additional project benefits; - Project description; - Key threats or key threatening processes; - National and regional plans; - Project risk assessment; - Project rationale; - Project methodology; - Monitoring indicators; - Project baseline(s); and - Services to be delivered (as per the Project Work Order). <p>Project reporting in MERIT will be based on the effective and timely delivery of the Project Services in line with the MERI Plan and payments will be based on delivery of these Services.</p> <p>The content of the MERI Plan in MERIT will need to be maintained by the Service Provider in respect of each Project they will deliver under Regional Land Partnerships.</p> | <ul style="list-style-type: none"> • The MERI Plan will be submitted by the Service Provider in MERIT and approved by the Departments prior to signing of a Project Work Order. • The MERI Plan will be reviewed on a regular basis by the Service Provider for validity and currency and re-submitted for approval should any changes to project delivery or risk occur. | <ul style="list-style-type: none"> • Project proposal / early agreement • Design and establishment of any new project • Regular review | <p>1 – Service Providers 2 – Departments</p> |
| Performance monitoring and reporting | <p>• The Departments:</p> <p>Service Providers are required to monitor and report on their performance at delivering Services under the signed Regional Land Partnerships Services Agreement. The Service Providers MERI Plans will provide a clear statement of the rationale and methodology for monitoring the delivery of Project Work Order services. Reporting is done through MERIT, and provides a regular snapshot of progress for Departmental Project Managers.</p> <p>• Service Providers:</p> <p>Service Providers are required to monitor and report on their achievements at delivering NRM interventions including any emerging or imminent risks. This includes updating MERI Plans and risk assessments as needed. Reporting against the MERI Plan is done through MERIT, which gives a regular snapshot of a projects progress while also providing relevant information to allow Departmental Project Managers to determine how a project is performing and delivering on its Project Work Order. Service Providers should utilise the existing MERI Framework for the Projects ongoing evaluation methodology to inform a process of continuous improvement.</p> <p>The Service Provider must provide the following reports in respect of each project:</p> <ul style="list-style-type: none"> - Outputs Report; - Annual Report (and for Core Services); - Outcomes report 1; and - Outcomes report 2 (for Project Work Orders with a duration of 3 or more years). | <ul style="list-style-type: none"> • Core Services - Reports in MERIT accompanying invoices to the Departments at intervals agreed to in the Services Agreement • Project Services –Reports accompanied by invoices to the Departments, includes a mid-year report and an annual report. | <ul style="list-style-type: none"> • Required under Services Agreements | <p>1 – Service Providers 2 – Departments</p> |
| Project management | <p>• The Departments:</p> <p>Departmental Project Managers will be responsible for the administration of the Services Agreements under Regional Land Partnerships. This includes:</p> <ul style="list-style-type: none"> - Initial development of a risk assessment for each Service Provider and each of their Projects; | <ul style="list-style-type: none"> • Regular and ongoing | <ul style="list-style-type: none"> • Regular and ongoing | <p>1/2 – Departments</p> |

| Assurance Activity | Description | Frequency | Triggers | Line of Defence |
|--------------------|--|---|---|-------------------|
| | <ul style="list-style-type: none"> - regular review of risks in line with MERIT progress reports (including alignment of Project Services with the MERI Framework); - assessment of Services delivery; - invoice payments; and - on-going engagement with Service Providers. <p>They will also be responsible for identification and notification of any emerging risks requiring further action.</p> <p>Service Providers:</p> <ul style="list-style-type: none"> - maintain regular, on-going relationships and communications with the Departments, primarily through their designated Departmental Project Managers; - respond to requests from Departmental Project Managers for any additional or clarifying information in relation to the Service Providers monitoring and reporting in MERIT; - provide advice and information on any change to the Project risk profile of impediments or delays to delivery of contracted Services; and - if the need arises to address a delay, unforeseen circumstances, or other change that will alter the delivery of the Project from that agreed to in the Services Agreement a request with a clear explanation will need to be provided to the designated Departmental Project Manager. | | | |
| Compliance checks | <p>The Departments:</p> <p>Departmental staff or a nominated representative may conduct ad hoc or regular compliance checks to ensure that Service Providers are complying with the Services Agreement and Schedules. The need for a compliance check may arise in a range of circumstances, including the quality and content of the Service Providers MERIT reporting, advice or information received highlighting a potential non-compliance, or if the Service Provider indicates a possible breach or non-compliance themselves.</p> <p>Service Providers:</p> <p>When reporting in MERIT there are a number of specific responses required indicating that the Service Provider is currently compliant and delivering their obligations and responsibilities under the Agreement. It is important if these specific components are not being met it is clearly identified and separately notified to the Department Project Manager.</p> | <ul style="list-style-type: none"> Regular and as required. | <ul style="list-style-type: none"> Spot checks as determined Adverse findings during Departmental contract management processes Notification of compliance issues by the Service Provider / external sources | 2/3 – Departments |
| Audits | <p>The Departments:</p> <p>Audits will be conducted on a regular basis by experienced and qualified Departmental officers or nominated representative for all Service Providers throughout the duration of the Services Agreement. Audits will be informed by the Service Providers obligations and responsibilities under their Services Agreements and Schedules and will include audits of both Core Services and Project Services.</p> <p>Each Service Provider will have at least two desktop and at least one on-site audit during the program with other possible random or targeted audits as required if triggered.</p> <p>Additional audits may also occur outside of the schedule if triggered by issues such as suspicion of fraud, corruption, and non-compliance or breaches of Services Agreements, or should the Department, in its discretion, form the view an additional audit is required.</p> <p>Audits will be conducted in line with Australian Auditing Standards and internal Departmental auditing procedures and policies.</p> <p>The Departmental Audit Team will:</p> <ul style="list-style-type: none"> - Notify Service Providers of the scheduled audit date and audit criteria; - Discuss requirements in terms of evidence required and access to staff; - Provide a letter of confirmation and intention to audit; - Provide documentation to assist the Service Provider prepare for the audit; - Conduct the audit at an agreed time, either as a desktop or onsite; - Discuss initial findings of the audit to check for accuracy and address any issues raised; and - Provide a Final Audit Report including any actions to address any non-compliances. <p>Service Providers:</p> <ul style="list-style-type: none"> - Provide the Departmental audit team with full and free access to staff, premises, and identified sites as required; - Provide documented evidence to confirm Services are being delivered in accordance with the Agreement; - Provide facilities and assistance to the Audit Team during onsite audits; | <p>Core Services:</p> <ul style="list-style-type: none"> At least one scheduled desktop audit in Year One for all Service Providers Additional desktop and site audits as required or triggered <p>Project Services:</p> <ul style="list-style-type: none"> At least one scheduled site audit during the project period for all Service Providers Additional site audit/s as required, if triggered | <ul style="list-style-type: none"> Scheduled audits Adverse findings during compliance checks or contract management processes Requested by Service Providers for continual improvement External advice indicating a potential non-compliance or breach of Services Agreement. Follow-up to confirm adverse findings of a previous audit have been addressed | 2/3 – Departments |

| Assurance Activity | Objectives | Frequency | Triggers | Line of Delivery |
|--|---|---|--|---------------------------------|
| | <ul style="list-style-type: none"> - Respond in reasonable timeframes to requests for access to relevant staff, sites and information to assist in the efficient conduct of the audit; and - Respond in a timely manner to requests to address any non-compliances identified by auditors. | | | |
| Investigations | <ul style="list-style-type: none"> • The Departments: <p>Investigations may be instigated where anomalies are identified in delivery or provision of Services. Matters that may be investigated include potential or alleged breaches of the Services Agreement or legislation, regulations, allegations of fraud or non-compliance. The Biodiversity Conservation Division would refer the matter to the Department's Office of Compliance who have policies and processes in place for conducting investigations internally or, if necessary, accessing external investigators.</p> <ul style="list-style-type: none"> • Service Providers: <p>Where a Departmental investigation may be triggered, a Service Provider's cooperation would be sought.</p> | <ul style="list-style-type: none"> • As needed in response to triggers. | <ul style="list-style-type: none"> • Adverse findings during compliance check, audit or Departmental contract management processes • Work Health and Safety incident investigation • Notification of compliance issues by the Service Provider / external sources | 2/3 – Departments |
| Program reviews | <ul style="list-style-type: none"> • The Departments: <p>Regular reviews, monitoring, and evaluation activities may be undertaken by the Departments for purposes including:</p> <ul style="list-style-type: none"> - Compliance checks; - Quality assurance and audit; and - Evaluation of Services. <p>Program and Departmental reviews contribute to a broader continual improvement process. An evaluation of Regional Land Partnerships will be conducted, at a minimum, mid-way through and at the end of the program to determine effectiveness in delivering stated outcomes. Participation of Service Providers will inform these reviews.</p> <ul style="list-style-type: none"> • Service Providers: <p>A Departmental program review and evaluation may seek a Service Providers cooperation for the following:</p> <ul style="list-style-type: none"> - Allowing for personnel to interviewed; - Access to premises, records, and personnel; - Facilitating access to sites where Services will or have been performed; - Participation in the review, research, or other associated activities; - Fully implement any recommendations in specified timeframes that may arise from a review; and - To bear its own costs in relation to the review. | <ul style="list-style-type: none"> • Mid-program • End of program | <ul style="list-style-type: none"> • Scheduled | 3 – Departments 4 – External |
| Internal audits | <ul style="list-style-type: none"> • The Departments: <p>The Departments have processes in place for conducting independent internal audits and these audits may take place as necessary. Internal auditing is an independent, objective assurance and consulting activity designed to add value and improve Departmental operations.</p> | <ul style="list-style-type: none"> • Scheduled or as needed. | <ul style="list-style-type: none"> • Scheduled as part of an annual work plan • In response to adverse findings of an audit or attention from an external source • Gateway check | 3/4 – External |
| Audits by Australian National Audit Office (ANAO) (external) | <ul style="list-style-type: none"> • The Departments: <p>ANAO conducts regular audits on programs through a sample of specific contracts and projects, to determine compliance and delivery of best practice. The ANAO drives accountability and transparency in the Australian Government sector through quality evidence-based audit services and independent reporting to Parliament, Executive of agencies and the public, with the aim to improve public sector performance.</p> <ul style="list-style-type: none"> • Service Providers: <p>While an ANAO audit will generally not directly impact Service Providers, the findings may provide suggested improvements to the program and its ongoing management. This may have an indirect flow-on effect to Service Providers through improvements the Departments' may implement to program management.</p> | <ul style="list-style-type: none"> • Scheduled by ANAO or as needed. | <ul style="list-style-type: none"> • Scheduled as part of an annual work plan, or as needed. The first ANAO audit of Regional Land Partnerships is scheduled to be conducted in 2018-19. | 4 – External |

Schedule 7 – Project Work Order

Agreement (the Agreement) for the provision of services relating to Regional Land Partnerships (PRN 2000003235) between the Commonwealth of Australia represented by the Department of Environment and Energy (the Department) and *[insert Service Provider name, ACN and ABN]* (the Service Provider).

This Project Work Order (including its attachments, if any), sets out the terms and Service Charges for the Project described below. Unless specifically stated in this Project Work Order, all terms and conditions of the Agreement continue unaffected. If an item is not applicable to the provision of the Project, insert 'not applicable'.

| | | |
|---|---|--|
| 1 | Project Work Order number: | <i>[insert]</i> |
| 2 | Project title and description: | <i>[insert]</i> |
| 3 | Start Date for this Project Work Order: | <i>[insert]</i> |
| 4 | End Date for this Project Work Order: | <i>[insert]</i> |
| 5 | Options to extend this Project Work Order: | The term of this Project Work Order may be extended by up to 12 months on 30 days written notice from the Department to the Service Provider. OR N/A <i>[to be amended as required for Project Work Order]</i> |
| 6 | Short-term Project outcome(s): | The short-term outcomes for this Project are set out in the MERI plan at Attachment 1 to this Project Work Order, as updated and approved by the Department from time to time. |
| 7 | Medium-term Project outcome(s): | <i>For Projects with a duration of more than 3 years:</i> The medium-term outcomes for this Project are set out in the MERI plan at Attachment 1 to this Project Work Order, as updated and approved by the Department from time to time. <i>For Projects with a duration of 3 years or less:</i> N/A <i>[to be amended as required for Project Work Order]</i> |
| 8 | Project Services: | The Service Provider must deliver the Project Services set out in the MERI plan at Attachment 1 to this Project Work Order, as updated and approved by the Department from time to time. The Service Provider must deliver the total 'target measure' specified in the MERI plan for each Project Service in a manner that is consistent with the MERI plan at Attachment 1 to this Project Work Order, as updated and approved by the Department from time to time. The MERI plan must be supported by a project logic, underpinned by assumptions, and attached to the MERI plan in MERIT. |
| 9 | Project Services delivery period: | The Service Provider must deliver the Project Services in the period from the Start Date to <i>[insert]</i> . |

| | | |
|----|---|---|
| 10 | Project Deliverables: | The Service Provider must deliver the following as part of the Project: <ul style="list-style-type: none"> • Project logic • <i>[insert other relevant Deliverables for Project, if any. This may be the provision of additional reports, plans, documents, data or results as relevant for the Project.]</i> |
| 11 | Other special terms and conditions or requirements: | In providing the Project, the Service Provider must: <i>[insert details of any specific terms and conditions and/or requirements applicable to the provision of the Project]</i> OR N/A <i>[to be amended as required for Project Work Order]</i> |
| 12 | Charges: | As set out in Attachment 2 to this Project Work Order. |
| 13 | Key Subcontractor(s): | The Service Provider's Key Subcontractors for this Project are: <i>[insert name, ACN and ABN of Key Subcontractors]</i> |
| 14 | Material not required to be provided under a Creative Commons licence: | <i>[insert]</i> |

Department

Name of authorised representative (print)

Position

Signature of authorised representative

Date

Service Provider

Name (print)

Position

Signature

Date

Attachment 1 to Schedule 7 – Project MERI plan

[to be inserted for each Project Work Order prior to that Project Work Order being signed]

Attachment 2 to Schedule 7 – Charges

1. Invoicing requirements (clause 27.5 of the Agreement)

- (a) The invoice must meet the requirements of a tax invoice as set out in the *A New Tax System (Goods and Services Tax) Act 1999* (Cth) and the *A New Tax System (Goods and Services Tax) Regulations Act 1999* (Cth) and be in a form approved by the Department,
 - (i) which includes the following information:
 - (A) the amount of Service Charges relating to the Project Services;
 - (B) the information required by the Department to verify the calculation of the Service Charges;
 - (C) the Agreement number;
 - (D) the name of the Department Representative; and
 - (E) such other information as the Department requires; and
 - (ii) is accompanied by:
 - (A) details of Services delivered entered in MERIT to which the invoice relates, and separately detailing each of the Project Services delivered (where applicable);
 - (B) details of Reports submitted in MERIT in accordance with section 5.3 of the Statement of Work; and
 - (C) a statutory declaration in the form of Schedule 5 from the Service Provider that it has performed all of the Services subject of the invoice.
- (b) The Service Provider must submit all invoices to **[insert email]**.

2. Service Charges (clause 27 of the Agreement)

- (a) The Service Charges for the Project Services described in this Project Work Order must be calculated in accordance with the rates set out in Schedule 3.
- (b) The total amount of the Service Charges for the Project Services described in this Project Work Order, payable by the Department in accordance with clause 27 of the Agreement is **[\$[insert total amount for Project Services]** (inclusive of GST) (**Total Project Work Order Charge**).
- (c) The Total Project Work Order Charge is payable by the Department for delivery of Project Services by the Service Provider as set out in Table 1 below.
- (d) The Total Project Work Order Charge is inclusive of all fees, charges, costs and expenses and other amounts and is the total amount payable to the Service Provider for the Project Services described in this Project Work Order.
- (e) In accordance with clause 27.4 of the Agreement, but subject to clause 27.5(c) of the Agreement, the Service Provider is not entitled to charge the Department for any fees, charges, costs, expenses or other amounts in addition to the Total Project Work Order Charge.
- (f) Subject to clause 27.5 of the Agreement, the Service Provider may submit an invoice for payment for those Project Services performed in the invoicing period. Invoices may be submitted by the Service Provider as set out in Table 2 below, or as otherwise agreed by the Department.

Table 1: Breakdown of Total Project Work Order Charge

| Project Service | Unit cost | Total units to be delivered during the term of the Project Work Order | Total amount payable for delivery of the specified Project Service during the term of the Project Work Order |
|--|-----------|---|--|
| [insert description] | [insert] | [insert] | [insert] |
| | | | |
| | | | |
| Total Project Work Order Charge | | | \$(insert) |

Table 2: Invoicing periods

[Example table where the term of the Project Work Order is one-year.]

| | Period | Eligible invoice date |
|--|------------------------------------|---|
| Year 1 | | |
| Quarter 1 | Start Date to 30 September 2018 | 5 Business Days after 30 September 2018 |
| Quarter 2 | 1 October 2018 to 31 December 2018 | 5 Business Days after 31 December 2018 |
| Quarter 3 | 1 January 2019 to 31 March 2019 | 5 Business Days after 31 March 2019 |
| Quarter 4 | 1 April 2019 to 30 June 2019 | 5 Business Days after 30 June 2019 |
| Total Project Work Order Charge (Not-to-exceed amount) (GST exclusive): | | \$(insert) |
| GST component | | \$(insert) |
| Total Project Work Order Charge (Not-to-exceed amount) (GST inclusive): | | \$(insert) |

Schedule 8 – Additional Services Work Order

Agreement (the Agreement) for the provision of services relating to Regional Land Partnerships (PRN 2000003235) between the Commonwealth of Australia represented by the Department of Environment and Energy (the Department) and [insert Service Provider name, ACN and ABN] (the Service Provider).

This Additional Services Work Order (including its attachments, if any), sets out the terms and Service Charges for the Additional Services described below. Unless specifically stated in this Additional Services Work Order, all terms and conditions of the Agreement continue unaffected. If an item is not applicable to the provision of the Additional Services, insert 'not applicable'.

| | | |
|----|--|--|
| 1 | Additional Services Work Order number: | [insert] |
| 2 | Date of Additional Services Work Order: | [insert] |
| 3 | Commencement Date of Additional Services Work Order: | [insert] |
| 4 | Description of the Additional Services (including for example, the Deliverables and any Documentation to be supplied under this Additional Services Work Order, any applicable Milestone Dates, the performance requirements): | [insert] |
| 5 | Initial period for duration of Additional Services: | [insert length of initial period] |
| 6 | Options to extend the provision of the Additional Services: | [insert number and periods of each permitted extension, and the period of notice to exercise the right to extend] |
| 7 | Key Subcontractor(s): | [insert name, ACN and ABN of Key Subcontractors] |
| 8 | Charges: | [insert details of the Service Charges applicable to the Additional Services to be calculated in accordance with the rates set out in Schedule 3.] |
| 9 | Material not required to be provided under a Creative Commons licence: | [insert] |
| 10 | Other special terms and conditions or requirements: | [insert details of any specific terms and conditions and/or requirements applicable to the provision of the Additional Services] |

Department

Name of authorised representative (print)

Position

Signature of authorised representative

Date

Service Provider

Name (print)

Position

Signature

Date

Schedule 9 – Change Order

Agreement (the Agreement) for the provision of services relating to Regional Land Partnerships (PRN 2000003235) between the Commonwealth of Australia represented by the Department of Environment and Energy (the Department) and *[insert Service Provider name, ACN and ABN]* (the Service Provider).

This Change Order (including its attachments, if any) serves to vary the Agreement in accordance with the terms set out below. Unless specifically stated in this Change Order, all terms and conditions of the Agreement continue unaffected.

| | | |
|---|--|---|
| 1 | Change Order number: | <i>[insert]</i> |
| 2 | Details of change (use attachments if required): | <i>[insert]</i> |
| 3 | Implementation date of Change Order: | <i>[insert]</i> |
| 4 | Effect on Services (including any transitional impacts): | <i>[insert]</i> |
| 5 | Plan for implementing the change: | <i>[insert]</i> |
| 6 | Effect on Service Charges: | <i>[insert]</i> |
| 7 | Effect on Documentation: | <i>[insert]</i> |
| 8 | Effect on Key Subcontractors: | <i>[insert details of the effect on any Approved Subcontractor(s) and their roles]</i> |
| 9 | Other special terms and conditions or requirements: | <i>[insert details of any specific terms and conditions and/or requirements applicable to the change]</i> |

Executed by the authorised representative of the parties as a Change Order in accordance with clause 21 of the Agreement:

Department

Name of authorised representative (print)

Position (print)

Signature of authorised representative

Date

Service Provider

Name (print)

Position

Signature

Date

Schedule 10 – DAWR Project and Additional Services Work Orders

Part A – DAWR Project Work Order

The offer to DAWR to provide the Project Services made in accordance with clause 15.1 of the Agreement for the provision of services in *[insert Management Unit/s]* as part of the Regional Land Partnerships Program (**Agreement**) between the Commonwealth of Australia as represented by the Department of Environment and Energy (**Department**) and the *[insert Service Provider name, ACN and ABN]* (the **Service Provider**) is accepted by DAWR.

This DAWR Project Work Order (including its attachments, if any), sets out the terms and Service Charges for the Project described below. Unless specifically stated in this DAWR Project Work Order, all terms and conditions of the Agreement continue unaffected. If an item is not applicable to the provision of the Project, insert 'not applicable'.

| | | |
|---|--|---|
| 1 | DAWR Project Work Order number: | <i>[insert]</i> |
| 2 | Project title and description: | <i>[insert]</i> |
| 3 | Adaptations in accordance with clause 15.1 of the Agreement for the circumstances of DAWR: | In accordance with clause 15.1 of the Agreement, the following modifications to the terms and conditions of the Agreement apply to adapt it to the circumstances of DAWR: 1. References to Department A reference to the Department is to be taken as a reference to the Commonwealth of Australia as represented by the Department of Agriculture and Water Resources ABN 24 113 085 695. 2. Amendment to Schedule 1 The notice details for the Department are deleted and replaced with: <i>[insert DAWR notice details]</i> |
| 4 | Start Date for this DAWR Project Work Order: | <i>[insert]</i> |
| 5 | End Date for this DAWR Project Work Order: | <i>[insert]</i> |
| 6 | Options to extend this DAWR Project Work Order: | The term of this DAWR Project Work Order may be extended by up to 12 months on 30 days written notice from DAWR to the Service Provider. OR N/A <i>[to be amended as required for DAWR Project Work Order]</i> |
| 7 | Short-term Project outcome(s): | The short-term outcomes for this Project are set out in the MERI plan at Attachment 1 to this DAWR Project Work Order, as updated and approved by DAWR from time to time. |
| 8 | Medium-term Project outcome(s): | <i>For Projects with a duration of more than 3 years:</i> The medium-term outcomes for this Project are set out in the MERI plan at Attachment 1 to this DAWR Project Work Order, as updated and approved by DAWR from time to time. <i>For Projects with a duration of 3 years or less:</i> N/A <i>[to be amended as required for DAWR Project Work Order]</i> |

| | | |
|----|---|--|
| 9 | Project Services: | <p>The Service Provider must deliver the Project Services set out in the MERI plan at Attachment 1 to this Project Work Order, as updated and approved by DAWR from time to time.</p> <p>The Service Provider must deliver the total 'target measure' specified in the MERI plan for each Project Service in a manner that is consistent with the MERI plan at Attachment 1 to this DAWR Project Work Order, as updated and approved by DAWR from time to time.</p> <p>The MERI plan must be supported by a project logic, underpinned by assumptions, and attached to the MERI plan in MERIT.</p> |
| 10 | Project Services delivery period: | The Service Provider must deliver the Project Services in the period from the Start Date to <i>[insert]</i> . |
| 11 | Project Deliverables: | <p>The Service Provider must deliver the following as part of the Project:</p> <ul style="list-style-type: none"> • Project logic • <i>[insert other relevant Deliverables for Project, if any. This may be the provision of additional reports, plans, documents, data or results as relevant for the Project.]</i> |
| 12 | Other special terms and conditions or requirements: | <p>In providing the Project, the Service Provider must: <i>[insert details of any specific terms and conditions and/or requirements applicable to the provision of the Project]</i></p> <p>OR</p> <p>N/A</p> <p><i>[to be amended as required for DAWR Project Work Order]</i></p> |
| 13 | Charges: | <i>[insert details of the Service Charges applicable to the Project Services to be calculated in accordance with the rates set out in Schedule 3]</i> |
| 14 | Key Subcontractor(s): | <p>The Service Provider's Key Subcontractors for this Project are:</p> <p><i>[insert name, ACN and ABN of Key Subcontractors]</i></p> |
| 15 | Material not required to be provided under a Creative Commons licence: | <i>[insert]</i> |

DAWR

Name of authorised representative (print) _____

Position _____

Signature of authorised representative _____

Date _____

Service Provider

Name (print) _____

Position _____

Signature

Date

Part B – DAWR Additional Services Work Order

The offer to DAWR to provide the Additional Services made in accordance with clause 15.1 of the Agreement for the provision of services in *[insert Management Unit/s]* as part of the Regional Land Partnerships Program (**Agreement**) between the Commonwealth of Australia as represented by the Department of Environment and Energy (**Department**) and the *[insert Service Provider name, ACN and ABN]* (the **Service Provider**) is accepted by DAWR.

This DAWR Additional Services Work Order (including its attachments, if any), sets out the terms and Service Charges for the Additional Services described below. Unless specifically stated in this DAWR Additional Services Work Order, all terms and conditions of the Agreement continue unaffected. If an item is not applicable to the provision of the Additional Services, insert 'not applicable'.

| | | |
|----|---|---|
| 1 | DAWR Additional Services Work Order number: | <i>[insert]</i> |
| 2 | Date of DAWR Additional Services Work Order: | <i>[insert]</i> |
| 3 | Commencement Date of DAWR Additional Services Work Order: | <i>[insert]</i> |
| 4 | Adaptations in accordance with clause 15.1 of the Agreement for the circumstances of DAWR: | <p>In accordance with clause 15.1 of the Agreement, the following modifications to the terms and conditions of the Agreement apply to adapt it to the circumstances of DAWR:</p> <p>1. References to Department A reference to the Department is to be taken as a reference to the Commonwealth of Australia as represented by the Department of Agriculture and Water Resources ABN 24 113 085 695.</p> <p>2. Amendment to Schedule 1 The notice details for the Department are deleted and replaced with: <i>[insert DAWR notice details]</i></p> |
| 5 | Description of the Additional Services (including for example, the Deliverables and any Documentation to be supplied under this DAWR Additional Services Work Order, any applicable Milestone Dates, the performance requirements): | <i>[insert]</i> |
| 6 | Initial period for duration of Additional Services: | <i>[insert length of initial period]</i> |
| 7 | Options to extend the provision of the Additional Services: | <i>[insert number and periods of each permitted extension, and the period of notice to exercise the right to extend]</i> |
| 8 | Key Subcontractor(s): | <i>[insert name, ACN and ABN of Key Sub contractors]</i> |
| 9 | Charges: | <i>[insert details of the Service Charges applicable to the Additional Services to be calculated in accordance with the rates set out in Schedule 3.]</i> |
| 10 | Material not required to be provided under a Creative Commons licence: | <i>[insert]</i> |
| 11 | Other special terms and conditions or requirements: | <i>[insert details of any specific terms and conditions and/or requirements applicable to the provision of the Additional Services]</i> |

DAWR

Name of authorised representative (print)

Position

Signature of authorised representative

Date

Service Provider

Name (print)

Position

Signature

Date

Schedule 7 – Project Work Order

Agreement (the Agreement) for the provision of services relating to Regional Land Partnerships (PRN 2000003235) between the Commonwealth of Australia represented by the Department of the Environment and Energy (the Department) and South Coast NRM ABN 43 781 945 884 (the Service Provider).

This Project Work Order (including its attachments, if any), sets out the terms and Service Charges for the Project described below. Unless specifically stated in this Project Work Order, all terms and conditions of the Agreement continue unaffected. If an item is not applicable to the provision of the Project, insert 'not applicable'.

| | | |
|----|---|---|
| 1 | Project Work Order number: | RLP-MU37-P2-PWO |
| 2 | Project title and description: | Exploring new opportunities for improving the status of 20/20 priority listed threatened species in the South Coast Region Management Unit - bringing scientists, Indigenous people and NRM community together to protect threatened species s47(1)(b) |
| 3 | Start Date for this Project Work Order: | The date this Project Work Order is executed by the Department's Authorised Representative |
| 4 | End Date for this Project Work Order: | 30 June 2019 |
| 5 | Options to extend this Project Work Order: | The term of this Project Work Order may be extended by up to 12 months on 30 days written notice from the Department to the Service Provider. |
| 6 | Short-term Project outcome(s): | The short-term outcomes for this Project are set out in the MERI Plan at Attachment 1 to this Project Work Order, as updated and approved by the Department from time to time. |
| 7 | Medium-term Project outcome(s): | Not applicable |
| 8 | Project Services: | The Service Provider must deliver the Project Services set out in the MERI Plan at Attachment 1 to this Project Work Order, as updated and approved by the Department from time to time. The Service Provider must deliver the total 'target measure' specified in Attachment 2, Table 1: Breakdown of Total Project Work Order Charge, for each Project Service in a manner that is consistent with the MERI Plan at Attachment 1 to this Project Work Order, as updated and approved by the Department from time to time. The MERI Plan must be supported by a project logic, underpinned by assumptions, and attached to the MERI Plan in MERIT. |
| 9 | Project Services delivery period: | The Service Provider must deliver the Project Services in the period from the Start Date to 30 June 2019. |
| 10 | Project Deliverables: | The Service Provider must deliver the following as part of the Project: <ul style="list-style-type: none"> • Project logic underpinned by assumptions, and attached to the MERI Plan in MERIT; • Spatial mapping of the project site/s in MERIT. |

| | | |
|----|--|--|
| 11 | Other special terms and conditions or requirements: | Not applicable |
| 12 | Charges: | As set out in Attachment 2 to this Project Work Order |
| 13 | Key Subcontractor(s): | The Service Provider's Key Subcontractors for this Project are s47(1)(b) |
| 14 | Material not required to be provided under a Creative Commons licence: | Not applicable |

Department

Name of authorised representative (print)

STEVE COSTELLO

Position

ASSISTANT SECRETARY

Signature of authorised representative

Steve Costello

Date

21-9-2018

Service Provider

Name (print)

Justin Bellanger

Position

Chief Executive Officer

Signature

Justin Bellanger

Date

20-9-18

Attachment 1 to Schedule 7 – Project MERI Plan

Project name Exploring new opportunities for improving the status of 20/20 priority listed threatened species in the South Coast Region Management Unit - bringing scientists, Indigenous people and NRM community together to protect threatened species.

Management Unit South Coast Region

Service provider RLP South Coast Natural Resource Management Inc

Project ID RLP-MU37-P2

Project start Date of execution of this Project Work Order

Project finish 30 Jun 2019

MERI Plan generated 2018-09-19 07:21:29

Program Outcome

Primary Regional Land Partnerships outcome

2. By 2023, the trajectory of species targeted under the Threatened Species Strategy, and other EPBC Act priority species, is stabilised or improved.

Primary Investment Priority

Pezoporus flaviventris (Western Ground Parrot, Kyloring)

Additional benefits

Secondary Regional Land Partnerships outcome(s)

2. By 2023, the trajectory of species targeted under the Threatened Species Strategy, and other EPBC Act priority species, is stabilised or improved.

Secondary Investment Priorities

Potorous tridactylus gilbertii (Gilbert's Potoroo)

2. By 2023, the trajectory of species targeted under the Threatened Species Strategy, and other EPBC Act priority species, is stabilised or improved.

Leipoa ocellata (Malleefowl)

2. By 2023, the trajectory of species targeted under the Threatened Species Strategy, and other EPBC Act priority species, is stabilised or improved.

Dasyurus geoffroii (Chuditch, Western Quoll)

2. By 2023, the trajectory of species targeted under the Threatened Species Strategy, and other EPBC Act priority species, is stabilised or improved.

Pseudocheirus occidentalis (Western Ringtail Possum, Ngwayir, Womp, Woder, Ngoor, Ngoolangit)

Project outcomes

s47(1)(b)

s47(1)(b)

s47(1)(b)

s47(1)(b)

s47(1)(b)

Attachment 2 to Schedule 7 – Charges

1. Invoicing requirements (clause 27.5 of the Agreement)

- (a) The invoice must meet the requirements of a tax invoice as set out in the *A New Tax System (Goods and Services Tax) Act 1999* (Cth) and the *A New Tax System (Goods and Services Tax) Regulations Act 1999* (Cth) and be in a form approved by the Department,
- (i) which includes the following information:
- (A) the amount of Service Charges relating to the Project Services;
 - (B) the information required by the Department to verify the calculation of the Service Charges;
 - (C) the Agreement number;
 - (D) the name of the Department Representative; and
 - (E) such other information as the Department requires; and
- (ii) is accompanied by:
- (A) details of Services delivered entered in MERIT to which the invoice relates, and separately detailing each of the Project Services delivered (where applicable);
 - (B) details of Reports submitted in MERIT in accordance with section 5.3 of the Statement of Work; and
 - (C) a statutory declaration in the form of Schedule 5 from the Service Provider that it has performed all of the Services subject of the invoice.
- (b) The Service Provider must submit all Invoices to RLPWesternAustralia@environment.gov.au.

2. Service Charges (clause 27 of the Agreement)

- (a) The Service Charges for the Project Services described in this Project Work Order must be calculated in accordance with the rates set out in Table 1.
- (b) The total amount of the Service Charges for the Project Services described in this Project Work Order, payable by the Department in accordance with clause 27 of the Agreement is \$995,665.00 (exclusive of GST) (**Total Project Work Order Charge**).
- (c) The Total Project Work Order Charge is payable by the Department for delivery of Project Services by the Service Provider as set out in Table 1 below.
- (d) The Total Project Work Order Charge is inclusive of all fees, charges, costs and expenses and other amounts and is the total amount payable to the Service Provider for the Project Services described in this Project Work Order.
- (e) In accordance with clause 27.4 of the Agreement, but subject to clause 27.5(c) of the Agreement, the Service Provider is not entitled to charge the Department for any fees, charges, costs, expenses or other amounts in addition to the Total Project Work Order Charge.

Subject to clause 27.5 of the Agreement, the Service Provider may submit an invoice for payment for those Project Services performed in the invoicing period. Invoices may be submitted by the Service Provider as set out in Table 2 below, or as otherwise agreed by the Department.

s47(1)(b)

| | |
|--------------------|-----------|
| Total Project Work | \$995,665 |
|--------------------|-----------|

Table 2: Invoicing periods

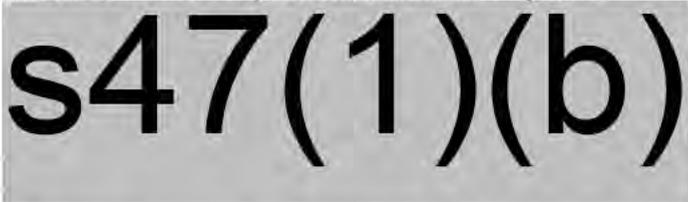
| | Period | Eligible invoice date |
|--|------------------------------------|---|
| Quarter 1 | Start Date to 30 September 2018 | 5 Business Days after 30 September 2018 |
| Quarter 2 | 1 October 2018 to 31 December 2018 | 5 Business Days after 31 December 2018 |
| Quarter 3 | 1 January 2019 to 31 March 2019 | 5 Business Days after 31 March 2019 |
| Quarter 4 | 1 April 2019 to 30 June 2019 | 5 Business Days after 30 June 2019 |
| Total Project Work Order Charge (Not-to-exceed amount) (GST exclusive): | | \$995,665.00 |
| GST component: | | \$99,566.50 |
| Total Project Work Order Charge (Not-to-exceed amount) (GST inclusive): | | \$1,095,231.50 |

Schedule 7 – Project Work Order

Agreement (the Agreement) for the provision of services relating to Regional Land Partnerships (PRN 2000003235) between the Commonwealth of Australia represented by the Department of the Environment and Energy (the Department) and South Coast NRM ABN 43 781 945 884 (the Service Provider).

This Project Work Order (including its attachments, if any), sets out the terms and Service Charges for the Project described below. Unless specifically stated in this Project Work Order, all terms and conditions of the Agreement continue unaffected. If an item is not applicable to the provision of the Project, insert 'not applicable'.

| | | |
|----|--|---|
| 1 | Project Work Order number: | RLP-MU37-P4-PWO |
| 2 | Project title and description: | Protecting coastal corridors and improving the condition of Proteaceae dominated Kwongkan Shrubland and Temperate Coastal s47(1)(b) |
| 3 | Start Date for this Project Work Order: | The date this Project Work Order is executed by the Department's Authorised Representative |
| 4 | End Date for this Project Work Order: | 30 June 2019 |
| 5 | Options to extend this Project Work Order: | The term of this Project Work Order may be extended by up to 12 months on 30 days written notice from the Department to the Service Provider. |
| 6 | Short-term Project outcome(s): | The short-term outcomes for this Project are set out in the MERI Plan at Attachment 1 to this Project Work Order, as updated and approved by the Department from time to time. |
| 7 | Medium-term Project outcome(s): | Not applicable |
| 8 | Project Services: | The Service Provider must deliver the Project Services set out in the MERI Plan at Attachment 1 to this Project Work Order, as updated and approved by the Department from time to time. The Service Provider must deliver the total 'target measure' specified in Attachment 2, Table 1: Breakdown of Total Project Work Order Charge, for each Project Service in a manner that is consistent with the MERI Plan at Attachment 1 to this Project Work Order, as updated and approved by the Department from time to time. The MERI Plan must be supported by a project logic, underpinned by assumptions, and attached to the MERI Plan in MERIT. |
| 9 | Project Services delivery period: | The Service Provider must deliver the Project Services in the period from the Start Date to 30 June 2019. |
| 10 | Project Deliverables: | The Service Provider must deliver the following as part of the Project. <ul style="list-style-type: none"> • Project logic underpinned by assumptions, and attached to the MERI Plan in MERIT; • Spatial mapping of the project site/s in MERIT. |
| 11 | Other special terms and conditions or requirements: | Not applicable |

| | | |
|----|---|---|
| 12 | Charges: | As set out in Attachment 2 to this Project Work Order |
| 13 | Key Subcontractor(s): | The Service Provider's Key Subcontractors for this Project are:  |
| 14 | Material not required to be provided under a Creative Commons licence: | Not applicable |

Department

Name of authorised representative (print)

STEVE COSTELLO

Position

ASSISTANT SECRETARY

Signature of authorised representative

Steve Costello

Date

21-9-2018

Service Provider

Name (print)

Justin Bellanger

Position

Chief Executive Officer

Signature

Justin Bellanger

Date

20-9-18

Attachment 1 to Schedule 7 – Project MERI Plan

| | |
|----------------------------|--|
| Project name | Protecting coastal corridors and improving the condition of Proteaceae dominated Kwongkan Shrubland and Temperate Coastal Saltmarsh Threatened Ecological Communities (TEC) in the South Coast Region of Western Australia |
| Management Unit | South Coast Region |
| Service provider | RLP South Coast Natural Resource Management Inc |
| Project ID | RLP-MU37-P4 |
| Project start | 01 Jul 2018 |
| Project finish | 30 Jun 2019 |
| MERI Plan generated | 2018-09-19 08:09:43 |
| Program Outcome | |

Primary Regional Land Partnerships outcome

4. By 2023, the implementation of priority actions is leading to an improvement in the condition of EPBC Act listed Threatened Ecological Communities.

Additional benefits

Secondary Regional Land Partnerships outcome(s)

4. By 2023, the implementation of priority actions is leading to an improvement in the condition of EPBC Act listed Threatened Ecological Communities.

Project outcomes

Primary Investment Priority

Proteaceae Dominated Kwongkan Shrublands of the Southeast Coastal Floristic Province of Western Australia

Secondary Investment Priorities

Subtropical and Temperate Coastal Saltmarsh

s47(1)(b)

s47(1)(b)

s47(1)(b)

s47(1)(b)

s47(1)(b)

Attachment 2 to Schedule 7 – Charges

1. Invoicing requirements (clause 27.5 of the Agreement)

- (a) The invoice must meet the requirements of a tax invoice as set out in the *A New Tax System (Goods and Services Tax) Act 1999* (Cth) and the *A New Tax System (Goods and Services Tax) Regulations Act 1999* (Cth) and be in a form approved by the Department,
 - (i) which includes the following information:
 - (A) the amount of Service Charges relating to the Project Services;
 - (B) the information required by the Department to verify the calculation of the Service Charges;
 - (C) the Agreement number;
 - (D) the name of the Department Representative; and
 - (E) such other information as the Department requires; and
 - (ii) is accompanied by:
 - (A) details of Services delivered entered in MERIT to which the invoice relates, and separately detailing each of the Project Services delivered (where applicable);
 - (B) details of Reports submitted in MERIT in accordance with section 5.3 of the Statement of Work; and
 - (C) a statutory declaration in the form of Schedule 5 from the Service Provider that it has performed all of the Services subject of the invoice.
- (b) The Service Provider must submit all invoices to RLPWesterAustralia@environment.gov.au.

2. Service Charges (clause 27 of the Agreement)

- (a) The Service Charges for the Project Services described in this Project Work Order must be calculated in accordance with the rates set out in Table 1.
- (b) The total amount of the Service Charges for the Project Services described in this Project Work Order, payable by the Department in accordance with clause 27 of the Agreement is \$643,213.00 (exclusive of GST) (**Total Project Work Order Charge**).
- (c) The Total Project Work Order Charge is payable by the Department for delivery of Project Services by the Service Provider as set out in Table 1 below.
- (d) The Total Project Work Order Charge is inclusive of all fees, charges, costs and expenses and other amounts and is the total amount payable to the Service Provider for the Project Services described in this Project Work Order.
- (e) In accordance with clause 27.4 of the Agreement, but subject to clause 27.5(c) of the Agreement, the Service Provider is not entitled to charge the Department for any fees, charges, costs, expenses or other amounts in addition to the Total Project Work Order Charge.

Subject to clause 27.5 of the Agreement, the Service Provider may submit an invoice for payment for those Project Services performed in the invoicing period. Invoices may be submitted by the Service Provider as set out in Table 2 below, or as otherwise agreed by the Department.

s47(1)(b)

Total Project Work **\$643,213**

Table 2: Invoicing periods

| | Period | Eligible invoice date |
|--|------------------------------------|---|
| Quarter 1 | Start Date to 30 September 2018 | 5 Business Days after 30 September 2018 |
| Quarter 2 | 1 October 2018 to 31 December 2018 | 5 Business Days after 31 December 2018 |
| Quarter 3 | 1 January 2019 to 31 March 2019 | 5 Business Days after 31 March 2019 |
| Quarter 4 | 1 April 2019 to 30 June 2019 | 5 Business Days after 30 June 2019 |
| Total Project Work Order Charge (Not-to-exceed amount) (GST exclusive): | | \$643,213.00 |
| GST component: | | \$64,321.30 |
| Total Project Work Order Charge (Not-to-exceed amount) (GST inclusive): | | \$707,534.30 |

Schedule 7 – Project Work Order

Agreement (the Agreement) for the provision of services relating to Regional Land Partnerships (PRN 2000003235) between the Commonwealth of Australia represented by the Department of the Environment and Energy (the Department) and South Coast NRM 43 781 945 884 (the Service Provider).

This Project Work Order (including its attachments, if any), sets out the terms and Service Charges for the Project described below. Unless specifically stated in this Project Work Order, all terms and conditions of the Agreement continue unaffected. If an item is not applicable to the provision of the Project, insert 'not applicable'.

| | | |
|---|---|---|
| 1 | Project Work Order number: | RLP-MU37-P6-PWO |
| 2 | Project title and description: | <p>Climate action: supporting the region to adapt, innovate and address market demands for sustainable food production</p> <p style="font-size: 2em; text-align: center;">s47(1)(b)</p> |
| 3 | Start Date for this Project Work Order: | The date the Project Work Order is executed by the Department's Authorised Representative. |
| 4 | End Date for this Project Work Order: | 30 June 2019 |
| 5 | Options to extend this Project Work Order: | The term of this Project Work Order may be extended by up to 12 months on 30 days written notice from the Department to the Service Provider. |
| 6 | Short-term Project outcome(s): | The short-term outcomes for this Project are set out in the MERI plan at Attachment 1 to this Project Work Order, as updated and approved by the Department from time to time. |
| 7 | Medium-term Project outcome(s): | N/A |
| 8 | Project Services: | <p>The Service Provider must deliver the Project Services set out in the MERI plan at Attachment 1 to this Project Work Order, as updated and approved by the Department from time to time.</p> <p>The Service Provider must deliver the total 'target measure' specified in the MERI plan for each Project Service in a manner that is</p> |

| | | |
|----|---|---|
| | | consistent with the MERI plan at Attachment 1 to this Project Work Order, as updated and approved by the Department from time to time. The MERI plan must be supported by a project logic, underpinned by assumptions, and attached to the MERI plan in MERIT. |
| 9 | Project Services delivery period: | The Service Provider must deliver the Project Services in the period from the Start Date to 30 June 2018. |
| 10 | Project Deliverables: | The Service Provider must deliver the following as part of the Project: <ul style="list-style-type: none"> • Project logic underpinned by assumptions, and attached to the MERI plan in MERIT; • Spatial mapping of the project site/s in MERIT. • See MERI Plan |
| 11 | Other special terms and conditions or requirements: | N/A |
| 12 | Charges: | As set out in Attachment 2 to this Project Work Order. |
| 13 | Key Subcontractor(s): | s47(1)(b) |
| 14 | Material not required to be provided under a Creative Commons licence: | N/A |

Department

Name of authorised representative (print)

STEVE COSTELLO

Position

ASSISTANT SECRETARY

Signature of authorised representative



Date

15-10-2018

Service Provider

Name (print)

Justin Bellanger

Position

CEO

Signature



Date

15-10-18

s47(1)(b)

s47(1)(b)

s47(1)(b)

s47(1)(b)

Attachment 2 to Schedule 7 – Charges

1. Invoicing requirements (clause 27.5 of the Agreement)

- (a) The invoice must meet the requirements of a tax invoice as set out in the *A New Tax System (Goods and Services Tax) Act 1999* (Cth) and the *A New Tax System (Goods and Services Tax) Regulations Act 1999* (Cth) and be in a form approved by the Department,
 - (i) which includes the following information:
 - (A) the amount of Service Charges relating to the Project Services;
 - (B) the information required by the Department to verify the calculation of the Service Charges;
 - (C) the Agreement number;
 - (D) the name of the Department Representative; and
 - (E) such other information as the Department requires; and
 - (ii) is accompanied by:
 - (A) details of Services delivered entered in MERIT to which the invoice relates, and separately detailing each of the Project Services delivered (where applicable);
 - (B) details of Reports submitted in MERIT in accordance with section 5.3 of the Statement of Work; and
 - (C) a statutory declaration in the form of Schedule 5 from the Service Provider that it has performed all of the Services subject of the invoice.
- (b) The Service Provider must submit all invoices to RLPWesternAustralia@environment.gov.au

2. Service Charges (clause 27 of the Agreement)

- (a) The Service Charges for the Project Services described in this Project Work Order must be calculated in accordance with the rates set out in Table 1.
- (b) The total amount of the Service Charges for the Project Services described in this Project Work Order, payable by the Department in accordance with clause 27 of the Agreement is \$480,000 (exclusive of GST) (**Total Project Work Order Charge**).
- (c) The Total Project Work Order Charge is payable by the Department for delivery of Project Services by the Service Provider as set out in Table 1 below.
- (d) The Total Project Work Order Charge is inclusive of all fees, charges, costs and expenses and other amounts and is the total amount payable to the Service Provider for the Project Services described in this Project Work Order.
- (e) In accordance with clause 27.4 of the Agreement, but subject to clause 27.5(c) of the Agreement, the Service Provider is not entitled to charge the Department for any fees, charges, costs, expenses or other amounts in addition to the Total Project Work Order Charge.

Subject to clause 27.5 of the Agreement, the Service Provider may submit an invoice for payment for those Project Services performed in the invoicing period. Invoices may be submitted by the Service Provider as set out in Table 2 below, or as otherwise agreed by the Department.

s47(1)(b)

Total Project Work \$480,000

Table 2: Invoicing periods

| | Period | Eligible invoice date |
|---|------------------------------------|--|
| Year 1 | | |
| Quarter 1 | N/A | N/A |
| Quarter 2 | 1 October 2018 to 31 December 2018 | 5 Business Days after 31 December 2018 |
| Quarter 3 | 1 January 2019 to 31 March 2019 | 5 Business Days after 31 March 2019 |
| Quarter 4 | 1 April 2019 to 30 June 2019 | 5 Business Days after 30 June 2019 |
| Total Year 1 Project Work Order Charge (Not-to-exceed amount) (GST exclusive): | | \$480,000 |
| GST component | | \$48,000 |
| Total Year 1 Project Work Order Charge (Not-to-exceed amount) (GST inclusive): | | \$528,000 |



Mr Justin Bellanger
Chief Executive Officer
South Coast Natural Resource Management Inc
88 Stead Road Albany
ALBANY WA 6330

By email to: ceo@southcoastnrm.com.au

Dear Mr Bellanger

SELECTED PROJECTS FOR YEARS TWO TO FIVE OF THE REGIONAL LAND PARTNERSHIPS PROGRAM

In May 2018, the Department of the Environment and Energy (DoEE) advised you of the Projects that had been selected for the South Coast Management Unit for the first year of the Regional Land Partnerships Program (the Program).

DoEE and the Department of Agriculture and Water Resources (the Departments) have agreed to fund the following Projects for delivery by your organisation over years two to five of the Program, subject to agreement of a Project Work Order and MERI plan that meets the project design parameters. The selected projects for the period 2019-20 to 2022-23 and the proposed total amount payable are listed in the following table:

| Project ref. | Project title | Project term | Total amount payable 2019-20 to 2022-23 (GST exclusive) | Total amount payable 2019-20 to 2022-23 (GST inclusive) | Continuation of a funded 1 year project (Y/N) | s47(1)(b) |
|-------------------|--|--------------|---|---|---|-----------|
| RLP-T039-MU37-PP4 | Protecting Ramsar values through rehabilitation, restoration and reducing threats to the ecological character of the Lake Warden and Lake Gore Ramsar wetlands | 48 months | \$1,742,993 | \$1,917,292.30 | Yes (RLP-MU37-P1) | |
| RLP-T039-MU37-PP2 | Exploring new opportunities for improving the status of 20/20 priority listed threatened species in the South Coast Region Management Unit - bringing scientists, Indigenous people and NRM community together to protect threatened species | 48 months | \$3,942,158 | \$4,336,373.80 | Yes (RLP-MU37-P2) | |
| RLP-T039-MU37-PP3 | Protecting coastal corridors and improving the condition of Proteaceae dominated Kwongan Shrubland and Temperate Coastal Saltmarsh Threatened Ecological Communities (TEC) in the South Coast Region of Western Australia | 48 months | \$2,000,000 | \$2,200,000 | Yes (RLP-MU37-P4) | |
| RLP-T039-MU37-PP5 | Climate action: supporting the region to adapt, innovate and meet food market demands for sustainable food production | 48 months | \$1,496,000 | \$1,645,600 | Yes (RLP-MU37-P6) | |

The table identifies whether the Projects selected for funding in years two to five of the Program are a continuation of a Project funded for 2018-19.

Additional Services Work Orders for the development of Project Designs will be issued following discussions of the proposed project services to be undertaken.

Following execution of a Project Work Order, projects for years two to five can commence in the final quarter of 2018-19 with the first project payment from July 2019.

No legal obligations arise

Nothing in this letter, or the Departments' conduct, is to be construed as creating any binding contract or agreement (express or implied) between the Departments and your organisation.

Confidentiality

You may discuss the selected Projects with your delivery partners on a commercial in confidence basis, however no public announcements are to be made until such time as Project Work Orders for the delivery of project services are executed.

Next steps

The relevant Departments will contact you directly to confirm a suitable time to discuss the selected Projects.

Please direct any queries to:

- RLPWesternAustralia@environment.gov.au for the environment projects.
- RALF@agriculture.gov.au for the agriculture project.

Yours sincerely



Steve Costello
Assistant Secretary
Program Delivery Branch
1 November 2018

Schedule 8 – Additional Services Work Order

Agreement Number (the Agreement) for the provision of services relating to Regional Land Partnerships (PRN 2000003235) between the Commonwealth of Australia represented by the Department of Environment and Energy (the Department) and South Coast Natural Resource Management Inc ABN 43 781 945 884 (the Service Provider).

This Additional Services Work Order (including its attachments), sets out the terms and Service Charges for the Additional Services. Unless specifically stated in this Additional Services Work Order, all terms and conditions of the Agreement continue unaffected.

| | | |
|----|---|--|
| 1 | Additional Services Work Order number: | RLP-MU37-P2-ASWO1 |
| 2 | Contract Number: | 3600002051 |
| 3 | MERIT Project ID: | RLP-MU37-P2 |
| 4 | Internal Order Number: | 800452 |
| 5 | Project Title: | Exploring new opportunities for improving the status of 20/20 priority listed threatened species in the South Coast Region Management Unit - bringing scientists, Indigenous people and NRM community together to protect threatened species |
| 6 | Date of Additional Services Work Order: | The date this Additional Services Work Order is executed by the Department's Authorised Representative. |
| 7 | Description of the Additional Services (including for example, the Deliverables and any Documentation to be supplied under this Work Order, any applicable Milestone Dates, the performance requirements): | s47(1)(b) |
| 8 | Initial period for duration of Additional Services: | Six weeks |
| 9 | Options to extend the provision of the Additional Services: | Not Applicable |
| 10 | Key Subcontractor: | Not Applicable |
| 11 | Charges: | s47(1)(b) |
| 12 | Material not required to be provided under a Creative Commons licence: | Not Applicable |
| 13 | Other special terms and conditions or requirements: | Not Applicable |

Department

Name (print)

STEVE COSTELLO

Position

ASSISTANT SECRETARY

Signature



Date

5-12-2018

Service Provider

Name (print)

Justin Bellanger

Position

Chief Executive Officer

Signature



Date

4/12/2018

Attachment 1 to Schedule 8 – Project Design Requirements

| PROJECT DETAILS AND DESIGN REQUIREMENTS | |
|---|--|
| Service Provider: | South Coast Natural Resource Management Inc |
| Management Unit: | South Coast Region, WA |
| MERIT Project ID: | R&P-MU37-P2 |
| Project Title: | Exploring new opportunities for improving the status of 20/20 priority listed threatened species in the South Coast Region Management Unit - bringing scientists, Indigenous people and NRM community together to protect threatened species |
| Proposed commencement date: | 1 July 2019 |
| Primary Outcome: | 2. By 2023, the trajectory of species targeted under the Threatened Species Strategy, and other EPBC Act priority species, is stabilised or improved. Pezoporus flaviventris (Western Ground Parrot, Kyloring) |
| Secondary Outcome and Investment Priorities: | 2. By 2023, the trajectory of species targeted under the Threatened Species Strategy, and other EPBC Act priority species, is stabilised or improved. Potorous tridactylus gilbertii (Gilbert's Potoroo) Leipoa ocellata (Malleefowl) Dasyurus geoffroii (Chuditch, Western Quoll) Pseudocheirus occidentalis (Western Ringtail Possum, Ngwayir, Womp, Woder, Ngoor, Ngoolangit) |
| Proposed project duration (months): | From existing 12 months to 60 months. |
| Project design parameters: | s47(1)(b) |

| | |
|---|---|
| | <h1>s47(1)(b)</h1> |
| <p>Proposed upper budget:</p> | <p>The budget for the proposed project for 2019-20 to 2022-23 is to be no more than \$3,942,158.00 (GST Exclusive).</p> |
| <p>Project budget parameters:</p> | <h1>s47(1)(b)</h1> |
| <p>Project Location(s):</p> | <p>To be continued from existing project</p> |
| <p>Required linkages to another Project within the Management Unit or outside the Management Unit?</p> | <p>The project design should demonstrate that appropriate cooperation with other relevant management units will be established for the project to contribute towards the national efforts for the recovery of malleefowl under the Regional Land Partnership Program.</p> <p>Where possible, the project methodology for western ring tail possum activities should be consistent with western ring tail possum activities funded through the RLP in the South West Region of WA.</p> |

Schedule 8 – Additional Services Work Order

Agreement Number (the Agreement) for the provision of services relating to Regional Land Partnerships (PRN 2000003235) between the Commonwealth of Australia represented by the Department of Environment and Energy (the Department) and South Coast Natural Resource Management Inc ABN 43 781 945 884 (the Service Provider).

This Additional Services Work Order (including its attachments), sets out the terms and Service Charges for the Additional Services. Unless specifically stated in this Additional Services Work Order, all terms and conditions of the Agreement continue unaffected.

| | | |
|----|---|--|
| 1 | Additional Services Work Order number: | RLP-MU37-P4-ASWO1 |
| 2 | Contract Number: | 3600002051 |
| 3 | MERIT Project ID: | RLP-MU37-P4 |
| 4 | Internal Order Number: | 800453 |
| 5 | Project Title: | Protecting coastal corridors and improving the condition of Proteaceae dominated Kwongkan Shrubland and Temperate Coastal Saltmarsh Threatened Ecological Communities (TEC) in the South Coast Region of Western Australia |
| 6 | Date of Additional Services Work Order: | The date this Additional Services Work Order is executed by the Department's Authorised Representative. |
| 7 | Description of the Additional Services (including for example, the Deliverables and any Documentation to be supplied under this Work Order, any applicable Milestone Dates, the performance requirements): | s47(1)(b) |
| 8 | Initial period for duration of Additional Services: | Six weeks |
| 9 | Options to extend the provision of the Additional Services: | Not Applicable |
| 10 | Key Subcontractor: | Not Applicable |
| 11 | Charges: | s47(1)(b) |
| 12 | Material not required to be provided under a Creative Commons licence: | Not Applicable |
| 13 | Other special terms and conditions or requirements: | Not Applicable |

Department

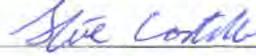
Name (print)

STEVE COSTELLO

Position

ASSISTANT SECRETARY

Signature



Date

5-12-2018

Service Provider

Name (print)

Justin Bellanger

Position

Chief Executive Officer

Signature



Date

4/12/2018

Attachment 1 to Schedule 8 – Project Design Requirements

| PROJECT DETAILS AND DESIGN REQUIREMENTS | |
|--|---|
| Service Provider: | South Coast Natural Resource Management Inc |
| Management Unit: | South Coast Region, WA |
| MERIT Project ID: | RLP-MU37-P4 |
| Project Title: | Protecting coastal corridors and improving the condition of Proteaceae dominated Kwongkan Shrubland and Temperate Coastal Saltmarsh Threatened Ecological Communities (TEC) in the South Coast Region of Western Australia |
| Proposed commencement date: | 1 July 2019 |
| Primary Outcome: | 4. By 2023, the implementation of priority actions is leading to an improvement in the condition of EPBC Act listed Threatened Ecological Communities. Proteaceae Dominated Kwongkan Shrublands of the Southeast Coastal Floristic Province of Western Australia |
| Secondary Outcome and Investment Priorities: | 4. By 2023, the implementation of priority actions is leading to an improvement in the condition of EPBC Act listed Threatened Ecological Communities. Subtropical and Temperate Coastal Saltmarsh |
| Proposed project duration (months): | From existing 12 months to 60 months. |
| Project design parameters: | s47(1)(b) |

| | |
|--|--|
| Proposed upper budget: | The budget for the proposed project for 2019-20 to 2022-23 is to be no more than \$2,000,000.00 (GST Exclusive). |
| Project budget parameters: | s47(1)(b) |
| Project Location(s): | To be continued from existing project |
| Required linkages to another Project within the Management Unit or outside the Management Unit? | Not applicable |

Schedule 8 – Additional Services Work Order

Agreement Number PRN 2000003235 (the Agreement) for the provision of services relating to Regional Land Partnerships between the Commonwealth of Australia represented by the Department of Environment and Energy (the Department) and South Coast Natural Resource Management Inc., ACN and ABN 43 781 945 884 (the Service Provider).

This Additional Services Work Order (including its attachments), sets out the terms and Service Charges for the Additional Services. Unless specifically stated in this Additional Services Work Order, all terms and conditions of the Agreement continue unaffected.

| | | |
|----|---|--|
| 1 | Additional Services Work Order number: | <i>RLP-MU37-P6-ASWO1</i> |
| 2 | Contract Number | 3600002051 |
| 3 | MERIT Project ID | <i>RLP-MU37-P6</i> |
| 4 | Internal Order Number | 800454 |
| 5 | Project Title | <i>Climate action: supporting the region to adapt, innovate and address market demands for sustainable food production.</i> |
| 6 | Date of Additional Services Work Order: | The date this Additional Services Work Order is executed by the Department's Authorised Representative. |
| 7 | Description of the Additional Services (including for example, the Deliverables and any Documentation to be supplied under this Work Order, any applicable Milestone Dates, the performance requirements): | <p>The development of project proposal <i>RLP-MU37-P6</i> into a detailed Project Design, using the RLP MERI plan template v2.0 and breakdown of total project work order charges in Table 1, clause 2 of Attachment 2 to Schedule 7 – Project Work Order v2.0.</p> <p>The Project Design is to take into account the Project Design requirements set out in Attachment 1 of this Additional Services Work Order.</p> <p>The final detailed Project Design is to be delivered to the Department by 25 January 2019</p> |
| 8 | Initial period for duration of Additional Services | The standard period is six weeks from the execution of the Additional Services Work Order unless negotiated with the Department of Agriculture and Water Resources. |
| 9 | Options to extend the provision of the Additional Services | Not Applicable |
| 10 | Key Subcontractor | s47(1)(b) |

| | | |
|----|---|------------------|
| 11 | Charges: | s47(1)(b) |
| 12 | Material not required to be provided under a Creative Commons licence: | Not Applicable |
| 13 | Other special terms and conditions or requirements: | Not Applicable |

Department

Name (print)

STEVE COSTELLO

Position

ASSISTANT SECRETARY

Signature



Date

19-12-2018

Service Provider

Name (print)

Justin Bellanger

Position

Chief Executive Officer

Signature



Date

18-12-18

Attachment 1 to Schedule 8 – Project Design Requirements

| PROJECT DETAILS AND DESIGN REQUIREMENTS | |
|---|--|
| Service Provider | <i>South Coast Natural Resource Management Inc.</i> |
| Management Unit | <i>Western Australia - South Coast</i> |
| MERIT Project ID | <i>RLP-MU37-P6</i> |
| Project Title: | <i>Climate action: supporting the region to adapt, innovate and address market demands for sustainable food production.</i> |
| Proposed commencement date: | 1 July 2019 |
| Primary Outcome and Investment Priority: | Outcome 6: By 2023, there is an increase in the capacity of agriculture systems to adapt to significant changes in climate and market demands for information on provenance and sustainable production. Primary investment priority - climate change adaption |
| s47(1)(b) | |
| Proposed project duration (months): | <i>From existing 12 months to 60 months</i> |
| Proposed upper budget: | The budget for the proposed project for 2019/20 to 2022/23 is to be no more than \$1,496,000 (GST exclusive) |
| Project design parameters | <p>All agriculture project MERI Plans submitted to the Department of Agriculture and Water Resources should comply with the parameters outlined below:</p> <p>General</p> <ul style="list-style-type: none"> • Completed MERI Plans need to be submitted to the Department along with the corresponding Project Logic and Project Work Order. • If the project is a continuation of a Year 1 (2018-19) funded project, the project logic should cover the entire 5 year duration of the project. On the other hand, if the project is not a continuation of a Year 1 (2018-19) project, the project logic should cover the 4 year duration of the project. • Short and medium term outcomes in the project logic should line up with the outcomes in the MERI Plan. • MERI Plans will need to be completed on the Excel template provided and will be uploaded onto MERIT at a later date. <p>Project outcomes</p> <ul style="list-style-type: none"> • Short term outcomes need to start with 'By 30 June 2021' and medium term outcomes need to start with 'By 30 June 2023'. |

| | |
|---|---|
| | <ul style="list-style-type: none"> • All outcomes need to be SMART (i.e. specific, attainable, realistic and time-bound) and link to the specific agricultural investment priorities the project will address. <p>Services to be delivered and minimum targets</p> <ul style="list-style-type: none"> • The services and number of targets need to represent value for money, but also need to be achievable within each year to have confidence they can be delivered. • For all services nominated, evidence will need to be provided for auditing purposes. • If the project is a continuation of a Year 1 (2018-19) project, there should be less of a planning component and a greater emphasis on stakeholder engagement and on-ground activities. In addition, if baseline data was collected at the start of the project, the changes from the initial baseline should be monitored in Years 3-5 (unless agreed differently with the department). This will allow the performance or progress towards agricultural outcomes to be monitored. • There should be an even profiling of services and there should be some aspect of stakeholder engagement activities and on-ground activities. <p>Community and Indigenous participation requirements</p> <p>MERI plans will need to:</p> <ul style="list-style-type: none"> • Demonstrate support from the Community, including agreements from organisations, community groups, industry groups or Traditional owners that are partners to the group. • Quantify how the project contributes to the RFT requirement that at least 20% of the combined value of Projects delivered by the Service Provider must directly support the delivery of on-ground projects or activities delivered by the landcare community. • Outline whether the project will directly affect Indigenous sites, values and places, and in these instances ensure that relevant Commonwealth, state or legislative requirements are not contravened. |
| <p>Project budget parameters</p> | <p style="text-align: center; font-size: 48pt; font-weight: bold;">s47(1)(b)</p> |
| <p>Project Location(s):</p> | <p><i>Specific locations within the Western Australia – South Coast Management Unit to be confirmed subject to renegotiation and prioritisation of locations</i></p> |

| | |
|--|-----|
| Required linkages to another Project within the Management Unit or outside the Management Unit? | N/A |
|--|-----|