



## **MEDIA RELEASE POMWAN PALADIN LIMITED – 1000am Friday 24 October 2014**

Pomwan Paladin successfully graduated 146 local Manusian employees, on , Friday 23 October 2014, in Certificate II Security Operations, finalising an Australian standard equivalent training program that has been conducted by the company over the past 4 months at the SDA Nuwok site in Lorengau, Manus Island, Papua New Guinea today. This is a significant capacity building milestone creating local community benefits from the Offshore Processing Centre, Manus Island and has been provided under Pomwan Paladin’s contract with Decmil PNG. Decmil are the Managing Contractor under DIBP for the centre in Lorengau.

Pomwan Paladin has been working at Offshore Processing Centre at the SDA Nuwok site, East Lorengau, Manus Island, Papua New Guinea (PNG) since December 2013. The Security Operations training has been completed in partnership with a Registered Training Organisation in Australia, 100% of staff attempted the training, with 146 of 167 employees, or 87% of the total workforce successfully completing the training. Decmil PNG have part-funded a Training Manager and supported the deployment of the course under Pomwan Paladin training arrangements.

Pomwan Paladin and the landowners have worked together in a collaborative partnership, focusing on the need to deliver training outcomes for their people and leave a legacy that extends beyond financial rewards. s. 22(1)(a)(ii) of Pomwan Paladin has said *“We are a security company, but we feel that it is the genuine and equal partnering that has delivered stronger security outcomes than any mere security presence can provide. We have 167 trainees in total, with 99% from Manus and 80% achieving internationally recognised security qualifications.”*

Pomwan Paladin’s achievements in maintaining security at the site with no incident throughout the construction project has been created with its investment in its staff and its willingness to work with, engage and listen to traditional landowners. This is a model that is being replicated for other major projects in PNG. The successful Community Based Security Network is implemented on the basis that working with and not against communities helps to eliminate sources of security unrest, and prevents serious incidents and project delays.

Paladin Solutions PNG Limited is a licensed Security and Risk Management company working in PNG since 2009, Pokapin Security Services Limited is a Security company working in Manus Island since late 2012. They have formed a landowner company under a Joint Venture Pomwan Paladin Limited. Pomwan Paladin is a 100% Manusian security company and duly licensed with the Security Industry Authority. Decmil PNG, under Decmil Australia have been the main contractor at the site.

**Contact: for queries please contact [info@paladingroup.net](mailto:info@paladingroup.net) or +675 7200 5019.**

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# Provision of Services Agreement

**WILSON PROTECTIVE SERVICES PNG LIMITED**  
(Company Number: 1-100593) Trading as Wilson Security

and

**POMWAN PALADIN SECURITY LTD**

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**This provision of services agreement**

is made on the day of 11 NOVEMBER 2014 between the following parties:

1. **WILSON PROTECTIVE SERVICES PNG LIMITED**  
(Company Number: 1-100593)  
(Trading as Wilson Security)
  
2. **POMWAN PALADIN SECURITY LTD**  
(Company Number: 1-101888)  
(Trading as Pomwan Paladin Security Ltd)

**Recitals**

- A. Wilson Security carries on the business of supplying security services and other services to its Customers.
- B. The Contractor carries on the business of providing Security Services and other services to its customers.
- C. Wilson Security wishes to engage the Contractor to provide the Services, and the Contractor has agreed to accept the engagement, on the terms of this agreement.
- D. The contractor has agreed to accept the engagement on the understanding that this agreement is bound with the contract between Wilson Security and Transfield Services in accordance with the Principal Contract between Transfield Services and The Commonwealth of Australia represented by the Department of Immigration and Border Protection.

**The parties agree**

in consideration of, among other things, the mutual promises contained in this agreement:

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**1 Definitions and interpretation**
**1.1 Definitions**

In this agreement:

**Business Day** means a day that is not a Saturday, Sunday or gazetted public holiday in Papua New Guinea,

**Customer** means a customer or client of Wilson Security;

**Confidential Information** means all and any confidential information relating to the business of Wilson Security and that of Customers and includes:

- (a) any document, book, account, process, computer program, patent, specification, drawing, design, or know-how of Wilson Security;

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- (b) all software owned or licensed by Wilson Security;
- (c) all analyses, compilations, data, studies and reports of Wilson Security;
- (d) technical details of any work undertaken by Wilson Security;
- (e) details of all contracts, projects or work being undertaken by or involving Wilson Security or a Customer;
- (f) details of all internal management practices and procedures of Wilson Security;
- (g) details of the finances of Wilson Security or a Customer;
- (h) the Fee, benefits and other payments made by Wilson Security to the Contractor;
- (i) details of any products developed by Wilson Security; and
- (j) details of all marketing strategies, customer information and sales databases of Wilson Security,

but does not include information which is lawfully in the public domain;

**Commencement Date** means the date in Item 1 of schedule 1;

**Fee** means the amount calculated by multiplying the Hourly Rate in respect of each of the Personnel by the number of hours the Personnel is engaged by the Contractor to perform the Services;

**Further Term** means the period referred to in Item 2 of schedule 1;

**GST** means a goods and services tax or similar value added tax levied or imposed in Papua New Guinea pursuant to the GST Law or otherwise on a supply;

**GST Law** means the law applying to the taxation of goods and services under Papua New Guinea *Goods & Services Tax Act 2003*;

**Hourly Rate** means the rate specified in against the Line Item of schedule 2;

**Initial Term** means the period referred to in Item 2 of schedule 1;

**Intellectual Property** means all intellectual property rights existing anywhere in the world including any Confidential Information, patent or design (whether registered or not), invention, improvement, development, trade name, logo, copyright, trade mark, trade secrets or other right whether existing under statute, at common law or in equity;

**Item** means a numbered item in schedule 1 and Schedule 2;

**KPIs** means the key performance indicators specified in part A of schedule 4;

**Monthly Rate** means the rate specified in against the Line Item of schedule 2;

**Services** means making available the Personnel, as and when requested by Wilson Security, for the performance of the duties described in schedule 3 and any other duties agreed by the parties in writing from time to time;

**Personnel** means employees of the Contractor provided in the performance of the Services;

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**Senior Executives** means each of the persons referred to in Item 6 of schedule 1;

**Tax Invoice** has the same meaning as in the GST Law and includes any document or record treated by the Commissioner of Taxation as a tax invoice;

**Term** means the term of this agreement as described in clause 2.1, and where appropriate, any extension under clause 2.2;

## 1.2 Interpretation

In this agreement, headings and boldings are for convenience only and do not affect the interpretation of this agreement and, unless the context otherwise requires:

- (a) words importing the singular include the plural and vice versa;
- (b) words importing a gender include any gender;
- (c) an expression importing a natural person includes any company, partnership, joint venture, association, corporation or other body corporate and vice versa;
- (d) a reference to a clause, party, or schedule is a reference to a clause of, a party and schedule to, this agreement and a reference to this agreement includes any schedule;
- (e) specifying anything in this agreement after the words "include" or "for example" or similar expressions does not limit what else is included unless there is express wording to the contrary;
- (f) a reference to a party to a document includes that party's successors and permitted assigns;
- (g) a reference to a document includes any agreement in writing, or any certificate, notice, instrument or other document of any kind;
- (h) a reference to a statute, regulation, proclamation, ordinance or by laws includes all statutes, regulations, proclamations, ordinances or by laws varying, consolidating or replacing it, and a reference to a statute includes all regulations, proclamations, ordinances and by laws issues under that statute; and
- (i) a reference to a document or agreement includes all amendments or supplements to or replacements or novations of, that document or agreement.

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## 2 Term

### 2.1 Term

This agreement commences on the Commencement Date and continues in full force and effect until expiry of the Initial Term, subject to:

- (a) any earlier termination of this agreement; and
- (b) any extension under clause 2.2.

### 2.2 Extension of Term

- (a) Wilson Security may, on two occasions, elect to extend this agreement for the Further Term by giving notice to the Contractor not less than 30 days before the Term (including, as applicable a Further Term) expires.
- (b) On Wilson Security giving notice under clause 2.2(a), the Term is extended for the Further Term.

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## 3 Services

### 3.1 Provision of Services

During the Term, the Contractor will provide the Services to Wilson Security in accordance with the KPIs.

### 3.2 Directions

The Contractor will instruct its Personnel to act in accordance with the reasonable directions of Wilson Security.

### 3.3 Personnel remain employees of the Contractor

No Personnel becomes the employee or sub-contractor of Wilson Security by reason of this agreement or the provision of the Services.

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## 4 Contractor's obligations

In performing its obligations under this agreement, the Contractor must:

- (a) at all times act, and must use its best endeavours to ensure that all its Personnel act:
  - (1) lawfully;
  - (2) with due care, skill and diligence and with a high level of personal and professional standards and ethics;
  - (3) in a courteous and presentable manner and not aggressively towards Wilson Security, any Customer or the public generally; and

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- (4) promptly and to industry standards;
- (b) ensure that all Personnel engaged in the performance of the Services are appropriately qualified and hold all applicable licences, authorisations and consents necessary to perform the Services;
  - (c) ensure that, during the performance of the Services, its Personnel do not have a blood alcohol reading in excess of 0.00% or be under the influence of drugs that impair in any respect the ability of the Contractor or the Personnel to perform the Services;
  - (d) comply with, and ensure that its Personnel comply with the professional work standard and guidelines set out in the standard operating procedures of Wilson Security (as amended from time to time);
  - (e) comply with any time limits provided by Wilson Security in relation to the obligations of the Contractor under this agreement;
  - (f) provide to Wilson Security such contact details as Wilson Security requires, including but not limited to a mobile telephone number on which the Contractor can be contacted 24 hours a day, 7 days a week;
  - (g) not be a party to any act or thing prejudicial to the goodwill, commercial reputation or overall public image of Wilson Security;
  - (h) ensure that the performance of the Services is not interfered with, delayed or hindered by any other work the Contractor may be doing under any other contract or arrangement with any other person or organisation; and
  - (i) promptly account to Wilson Security for any money or benefits received from third parties as a result of providing the Services;
  - (j) promptly comply with any reasonable request by Wilson Security for an oral or written report on any aspect of the Services; and
  - (k) ensure that all communication with a Customer of Wilson Security in relation to material aspects of the Services (including pricing) is carried out exclusively by Wilson Security except where Wilson Security otherwise directs in writing. For the avoidance of doubt, nothing in this clause 4(k) prevents the Contractor from

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communicating with a Customer regarding the day-to-day aspects of the Services.

## 5 Fees and invoicing

### 5.1 Fee

Wilson Security must pay the Fees to the Contractor in respect of the Services.

### 5.2 Invoicing

The Contractor:

- (a) must make a claim for payment at fortnightly intervals; and
- (b) must issue an invoice to Wilson Security within 7 days of the end of each fortnight for Services performed from the date of the proceeding payment claim to that day (except in respect of the first payment claim which is to be for Services performed from the commencement of the Services)

### 5.3 Payment

Wilson Security must pay the amount stated in the Contractor's invoice issued under clause 5.2 within 10 Business Days of the date Wilson Security receives that invoice.

### 5.4 Failure to achieve KPIs

- (a) If the Contractor fails to achieve any or all of the KPIs, the Fee will be altered in accordance with part B of schedule 4.
- (b) The parties acknowledge and agree that:
  - (1) the basis of determining the deductions described in part B of schedule 4:
    - (a) has been determined by Wilson Security in good faith; and
    - (b) is a genuine pre-estimate of the anticipated or actual loss or damage Wilson Security may suffer if the Contractor fails to achieve any or all of the KPIs;
  - (1) each party wishes to avoid the difficulties of proof of damages in connection with failing to achieve any or all of the KPIs; and
  - (2) the deductions to be made in accordance with subclause (a) are reasonable and not intended as a penalty.
    - (a) Except for:

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- (1) Wilson Security's right to terminate this agreement in accordance with clause 23.1(b)(2); and
- (2) Wilson Security's right to indemnity in the circumstances described in clause 12.2,

deductions from the Fee as described in subclause (a) is Wilson Security's exclusive remedy for the Contractor's failure to achieve the KPIs.

#### 5.5 Set-off

Wilson Security may deduct from amounts due to the Contractor any amounts due from the Contractor to Wilson Security whether under, or in connection with, this agreement or otherwise.

#### 5.6 Time bar

Without limiting the Contractor's obligations under clause 5.2, Wilson Security will not be liable to the Contractor for, and the Contractor must not invoice Wilson Security for, any Fees in respect of Services performed more than 3 months prior to the date the Contractor makes a claim for payment.

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## 6 Key Performance Indicators

In providing the services the contract

- (a) agrees to the KPI's as set out in Part A of Schedule 4.
- (b) agrees that with written agreement with Wilson Security, the KPI's as set on Part A of Schedule 4 may be amended with one months' notice.

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## 7 Health and safety risks

- (a) The Contractor acknowledges and agrees that Wilson Security has informed the Contractor of all hazards or risks, within its knowledge, arising in connection with the performance of the Services.
- (b) In providing the Services, the Contractor agrees to:
  - (1) apply all relevant occupational health and safety standards and policies of Wilson Security to ensure that the Contractor, its Personnel and any other persons are not exposed to any hazards or risks so far as practicable;
  - (2) comply fully with any relevant minimum exposure standards set by relevant occupational health and safety authorities;

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- (3) comply fully with all other health and safety requirements specified in any relevant laws, including to those provided for in the occupational health and safety legislation of Papua New Guinea, and any ordinances, regulations or orders made pursuant to such legislation as well as all approved codes of practice, Australian Standards and industry standards; and
- (4) cooperate fully with all requests for information in relation to health and safety issues as required by Wilson Security, including providing information and reports in relation to any hazards or incidents that occur.

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## 8 Personnel

### 8.1 Exclusive service

The Contractor must ensure that its Personnel devote their time exclusively to the provision of the Services while they are placed with Wilson Security.

### 8.2 Uniforms

- (a) The Contractor must, at all times during the performance of the Services, ensure that its Personnel wear those items of identification or uniforms (**Uniforms**) as are supplied by Wilson Security.
- (b) The Contractor must maintain a register of the Uniforms provided to Personnel by Wilson Security.
- (c) Upon any member of Personnel ceasing to be engaged by the Contractor and upon termination or expiry of this agreement, the Contractor must ensure that all Uniforms are returned to Wilson Security in the same condition as they were in when provided by Wilson Security, fair wear and tear excepted.
- (d) The Contractor is liable for the costs of replacing any Uniforms which are either not returned or returned in a condition other than that described in paragraph (c).
- (e) Without limiting Wilson Security's rights under clause 5.4, the Contractor must pay the cost of replacing such Uniforms on written demand from Wilson Security.

### 8.3 Removal and replacement

- (a) If Wilson Security gives notice to the Contractor that a Personnel provided by the Contractor to perform the Services has ceased to be acceptable to Wilson Security or is no longer

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required by Wilson Security, the Contractor must take immediate steps to remove the Personnel.

- (b) If requested by Wilson Security, the Contractor must provide an alternative Personnel acceptable to Wilson Security.
- (c) The Contractor acknowledges and agrees that nothing in this agreement requires or compels Wilson Security to request from the Contractor an alternative Personnel to replace Personnel removed in accordance with paragraph (a).

### 9 Keys and Access Passes

The Contractor must:

- (a) retain in safe keeping at all times keys, passes, access codes or any other forms of access (**Forms of Access**) to premises owned by Customers which are obtained by or provided to the Contractor or its Personnel in connection with this agreement;
- (b) promptly replace, at its cost, any Forms of Access which the Contractor or its Personnel have mislaid or lost or which are stolen; and
- (c) if required by Wilson Security or any customer of Wilson Security, promptly arrange, at the Contractor's cost and expense, for the replacement, recording or reprogramming of the equipment, hardware or software, locking equipment or locks which were accessed by the lost, mislaid or stolen Forms of Access.

### 10 Place of supply of Services

The Contractor will provide the Services to Wilson Security at such places as Wilson Security may direct.

### 11 Legal relationship

- (a) The legal relationship between Wilson Security and the Contractor is that of principal and independent contractor. Neither the Contractor nor any Personnel, employee or agent of the Contractor is to be deemed to be an employee, agent or partner of Wilson Security.

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- (b) Nothing in this agreement will be taken or is intended to be taken to give rise to an employment relationship between Wilson Security and the Contractor or Wilson Security and the Personnel.

## 12 Liability and indemnity

### 12.1 The Contractor's liability

The Contractor acknowledges that, as an independent contractor, it is responsible for the cost of providing the Services and for any loss or damage to any third party arising out of or in connection with the provision of the Services including any acts or omissions of the Contractor's Personnel, employees or agents.

### 12.2 Indemnity

- (a) The Contractor will indemnify Wilson Security against all liability, loss and damage (including legal costs on a full indemnity basis) that may be incurred or suffered by Wilson Security arising out of or in connection with:
- (1) breach of conduct or failure to comply with accepted standard operating procedures in the performance of the Services; or
  - (2) any act of omission of a Personnel, employee or agent of the Contractor in connection with or arising out of this agreement.
- (b) The Contractor will indemnify Wilson Security against all liability, loss and damage (including legal costs and expenses on a full indemnity basis) that may be incurred or suffered by Wilson Security as a result of a Personnel, employee or agent of the Contractor being held or deemed to be or have been an employee of Wilson Security, except to the extent Wilson Security has contributed to this by its own actions or omissions.
- (c) The Contractor will indemnify Wilson Security in respect of:
- (1) any payment Wilson Security is required to make in respect of, and
  - (2) any loss or damage (including any fine or penalty) Wilson Security suffers, incurs or is liable for, arising from or in connection with the failure to pay or late payment of,
- any of the items which are the Contractor's responsibility under clauses 14.3, 14.4 and 15.

### 12.3 Survival

This subclause survives the termination or expiry of this agreement.

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## 13 Hours

Where required by Wilson Security, each Personnel must complete a time sheet for the hours undertaken in providing the Services to Wilson Security at the conclusion of each week. The time sheet for each of the Personnel must be signed off by themselves and Wilson Security and submitted to the Contractor on a weekly basis.

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## 14 Responsibility for leave, other benefits, taxes and superannuation

### 14.1 The Contractor's responsibility

The parties acknowledge and agree that the Contractor will:

- (a) continue to pay directly to the Personnel all salary and other related employment benefits including, if applicable, superannuation contributions and entitlements to annual leave, long service leave, bereavement leave, personal leave or other leave; and
- (b) if applicable, comply with all legislative requirements which arise as a result of the employment of the Personnel including workers' compensation insurance, PAYG withholding tax, fringe benefits tax and payroll tax.

### 14.2 Principals responsibility

Wilson Security has no responsibility to the Contractor or any of the Personnel or agents in respect of remuneration, other related employment benefits or compliance with legislative requirements in relation to employees.

### 14.3 Tax payments

The Contractor acknowledges that it is responsible for payment of all taxes and taxation obligations, in respect of the performance of the Services including those relating to payment of the Fee.

### 14.4 Superannuation

The Contractor acknowledges that:

- (a) it is responsible for payment of superannuation for any person employed by the Contractor, including any Personnel; and
- (b) neither the Contractor nor any of its Personnel, employees or agents are entitled to any

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superannuation contributions from Wilson Security.

## 15 Insurances

### 15.1 Contractor's Insurance

The Contractor must take out, keep current, and produce to Wilson Security annually and upon request, evidence of appropriate:

- (a) **workers' compensation insurance** in respect of employees provided by the Contractor to perform the Services, in accordance with the applicable law and for common law liability for an amount not less than the amount set out in Item 5 of schedule 1 for any one occurrence and unlimited as to the number of occurrences;
- (b) **public liability insurance** for an amount of not less than the amount set out in Item 5 of schedule 1 for any one occurrence and unlimited as to the number of occurrences; and
- (c) **key insurance** for an amount not less than the amount set out in Item 5 of schedule 1 for any one occurrence and unlimited as to the number of occurrences;
- (d) **motor vehicle comprehensive or third party property damage insurance** for an amount not less than the amount set out in Item 5 of schedule 1 for any single occurrence and unlimited as to the number of occurrences in respect of liability for all plant, equipment and motor vehicles owned or used by the Contractor or any employees engaged by the Contractor to perform the Services;
- (e) **any other insurance** as required by law.

### 15.2 Costs of insurances

The Contractor is responsible for and must pay all premiums, excesses and deductibles on all of the insurances required to be effected and maintained under this agreement.

### 15.3 Insurances primary

For the avoidance of doubt, the insurances contemplated by this agreement are primary and not secondary to the indemnities contained in this agreement.

## 16 Audit

### 16.1 Contractor to permit audit

The Contractor must, upon Wilson Security providing at least 5 Business Days prior notice, permit and provide Wilson Security or its authorised agent supervised access to the Contractor's premises, books, records, documents, equipment and other property relevant to the performance of the Services to verify compliance by the Contractor of its obligations under this agreement.

### 16.2 Costs of audit

Wilson Security is responsible for the direct costs incurred by it in relation to an audit conducted pursuant to clause 16.1.

## 17 No solicitation

### 17.1 Definitions

In this agreement:

**Contractor Group** means the Contractor and each of its related bodies corporate and **Contractor Group Member** means any member of the Contractor Group;

**Restricted Period** means the period from Commencement Date up to the expiration of:

- (a) 12 months from the expiry or termination of the agreement;
- (b) 9 months from the expiry or termination of the agreement;
- (c) 6 months from the expiry or termination of the agreement;
- (d) 3 months from the expiry or termination of the agreement.

### 17.2 No solicitation of Customers

During the Term and for Restricted Period, the Contractor must not approach, and must procure that no other Contractor Group Member approaches, (either solely or jointly with any other person and in any capacity whatsoever) any person whom the Contractor is aware is a Customer of Wilson Security for the purpose of persuading that person to cease doing business with Wilson Security or reduce the amount of business that the Customer would normally do with Wilson Security. For the purpose of this contract the restricted period is sub clause (a) of Clause 16.1

### 17.3 No solicitation of Wilson Security employees

During the Term and for the Restricted Period, the Contractor must not approach or solicit, and must procure that no other Contractor Group Member approaches or solicits, any employee of Wilson Security for the purpose of recruiting that person. This restriction does not apply where a person responds to an advertisement published by a Contractor Group Member that is targeted to a wide audience of potential applicants. For the purpose of this contract the restricted period is sub clause (a) of Clause 16.1

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(a)(ii)



**17.4 Severability**

If any part of an undertaking in this clause 17 is unenforceable it may be severed without affecting the remaining enforceability of that or the other undertakings.

**17.5 Acknowledgment**

The Contractor acknowledges that all the prohibitions and restrictions contained in this clause 17 are reasonable and are given in consideration of the Fees payable by Wilson Security to the Contractor under this agreement.

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**18 Warranties**
**18.1 Mutual Warranties**

Each of Wilson Security and the Contractor represents and warrants to the other that:

- (a) it has taken all necessary action to authorise the execution, delivery and performance of this agreement in accordance with its terms;
- (b) it has full power to enter into and perform its obligations under this agreement and can do so without the consent of any other person; and
- (c) the execution, delivery and performance of this agreement complies with its constitution and other constituent documents and complies with any encumbrance or document which is binding on it.

**18.2 Contractor additional warranties**

The Contractor represents and warrants to Wilson Security that:

- (a) it will comply with and observe all applicable laws relating to the performance of the Services and carrying out its obligations under this agreement;
- (b) it has obtained and will during the Term maintain all necessary approvals, authorisations, permits, licences and registrations which the Contractor is required to maintain under any applicable law in order to perform the Services in accordance with this agreement;
- (c) it will comply with all applicable industrial and workplace relations awards, agreements and legislations that apply to the Contractor in relation to the Personnel;

- (d) it will at all times provide the number of Personnel necessary to perform the Services; and
- (e) it and each Personnel have the skill, experience and expertise necessary to carry out the Services.

## 19 GST

### 19.1 Interpretation

Terms defined in the GST Law have the same meanings in this clause, unless provided otherwise in clause 1.1.

### 19.2 Adjustment for GST

- (a) Unless expressly included, the consideration for any supply under or in connection with this agreement does not include GST.
- (b) To the extent that any supply made by the Contractor under or in connection with this agreement is a taxable supply, the consideration for that supply is increased by an amount equal to the amount of that consideration (or its market value) multiplied by the rate at which GST is imposed in respect of the supply.

### 19.3 Tax Invoices and Adjustment Notes

The Contractor must issue a Tax Invoice or Adjustment Note to Wilson Security in respect of the supply to which the GST relates in accordance with clause 5.2.

### 19.4 Reimbursements

Costs required to be reimbursed or indemnified under this agreement must exclude any amount in respect of GST included in the costs for which an entitlement to claim an input tax credit arises.

## 20 Intellectual Property

### 20.1 Ownership

The Contractor acknowledges that at all times all Intellectual Property created by or on behalf of Wilson Security, whether under this agreement or otherwise, is owned by Wilson Security.

### 20.2 Use of facilities and resources

Without limiting the generality of this clause, all Intellectual Property created by the Contractor, whether with or without the knowledge of Wilson Security, using the facilities or resources of Wilson Security or the Confidential



Information will be owned solely by Wilson Security, notwithstanding that the creation of the Intellectual Property:

- (a) is not within the scope of the Services;
- (b) is done by a Personnel in their own time; or
- (c) involved only partial use of Wilson Security's facilities and/or resources or only partial use of the Confidential Information.

### 20.3 Assignment by Contractor

- (a) The Contractor assigns to Wilson Security all the Contractor's rights, title and interest in the Intellectual Property, including future Intellectual Property rights throughout the world, in all and any part of the subject matter created by or on behalf of Wilson Security whether under this agreement or otherwise.
- (b) The Contractor must, at the Contractor's own expense, do all things necessary and execute all documents as and when reasonably required by Wilson Security to vest in Wilson Security all right, title and interest in the Intellectual Property.

### 20.4 Acknowledgment

The Contractor acknowledges that a breach of the obligations under this clause will be considered a serious breach of the agreement.

### 20.5 Survival

The Contractor's obligations under this clause survive termination of this agreement and continue on indefinitely.

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## 21 Confidentiality

### 21.1 Obligation of confidentiality

- (a) Without prejudice to any obligation of confidence which the law may impose on the Contractor, the Contractor must, in relation to all Confidential Information provided by Wilson Security or otherwise obtained by the Contractor during the term of this agreement:
  - (1) use the Confidential Information solely to carry out the Services pursuant to this agreement;
  - (2) keep the Confidential Information secure and confidential at all times;
  - (3) disclose the Confidential Information only to persons:

- (A) who need to know the Confidential Information to carry out functions or obligations for Wilson Security; or
- (B) who are authorised by Wilson Security to obtain the Confidential Information;
- (4) not copy, duplicate or otherwise reproduce any documents containing the Confidential Information except as is necessary in fulfilling the Services pursuant to this agreement;
- (5) use the Contractor's best endeavours to protect the confidentiality of the Confidential Information; and
- (6) comply with all reasonable instructions given to the Contractor from time to time by Wilson Security regarding the protection of the Confidential Information.
  - (b) The Contractor must ensure that each of its Personnel, directors, officers, employees or agents who will have access to the Confidential Information, keeps that information confidential.
  - (c) Following termination of this agreement, the Contractor must:
    - (1) not use the Confidential Information at all;
    - (2) not disclose the Confidential Information at all to any person except as may be authorised in writing by Wilson Security;
    - (3) ensure that any originals and any copies or extracts of the Confidential Information are returned to Wilson Security or appropriately destroyed and in any event are kept confidential;
    - (4) if the Contractor has copied any Confidential Information to a computer disk (including a hard disk) or any similar electronic storage medium, permanently delete any such copy or record; and
    - (5) sign, execute or otherwise deal with any document necessary to give effect to this clause.

### 21.2 Acknowledgment

The Contractor acknowledges that a breach of the obligations under this clause will be considered a serious breach of this agreement.

### 21.3 Survival

The Contractor's obligations under this clause survive the termination or expiry of this agreement and continue on indefinitely.

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## 22 Privacy

The parties agree that they will take all steps necessary to comply with their obligations under applicable privacy and/or data protection laws as may be in

s. 22(1)  
(a)(ii)

force from time to time which regulate the collection, storage, use and disclosure of information.

## **23 Termination**

### **23.1 Termination by Wilson Security**

This agreement may be terminated by Wilson Security:

- (a) at any time by giving 90 Business Days' notice to the Contractor; or
- (b) with notice if:
  - (1) the Contractor breaches this agreement and, in Wilson Security's reasonable opinion, the breach:
    - (a) cannot be remedied; or
    - (b) can be remedied, but the Contractor does not remedy it within 5 Business Days after Wilson Security gives the Contractor notice of the breach;
  - (2) there is a failure by the Contractor to meet the KPIs over [3] successive months;
  - (3) the Contractor enters into, or resolves to enter into, any arrangement, composition or compromise with, or assignment for the benefit of, its creditors or any class of them;
  - (4) the Contractor ceases, or threatens to cease, to carry on business;
  - (5) a receiver, receiver and manager, administrator, trustee or similar official is appointed over any of the Contractor's assets or undertakings, an application or order is made for the winding up or dissolution of the Contractor, or a resolution is passed or any steps are taken to pass a resolution for the winding up or dissolution of the Contractor, except for the purpose of an amalgamation or reconstruction which has Wilson Security's consent; or
  - (6) the Contractor fails to take out or maintain the insurances required under clause 15.

### **23.2 Wilson Security's obligations on termination**

If Wilson Security terminates this agreement under clauses 23.1(a) or 23.1(b), Wilson Security is only liable for:

- (a) payment for the Services provided to the date of termination; and
- (b) if the termination is under clause 23.1(a), any reasonable costs incurred by the Contractor which are directly attributable to the termination.

**23.3 The Contractor's obligations on termination**

On termination of this agreement, the Contractor must return to Wilson Security all property of Wilson Security including:

- (a) all Confidential Information; and
- (b) all other books, documents, papers, materials, software and keys in the Contractor's possession.

**24 Dispute resolution**
**24.1 Notice of dispute**

If any dispute or difference arises between the parties in respect of any matter under this agreement, then either party may give the other a notice of dispute which must:

- (a) state that it is a notice given under this clause: and
- (b) set out in reasonable detail the particulars of the matter in dispute.

**24.2 Confer to resolve the dispute**

Within 5 Business Days of the receipt of a notice of dispute, the parties must promptly commence discussions to attempt in good faith to resolve the dispute.

**24.3 Refer dispute to Senior Executives**

- (a) If the parties do not resolve the dispute in accordance with clause 24.2 within 10 Business Days of the date of the notice referred to in that clause, then either party may request that the dispute be considered by the Senior Executives of each party.
- (b) On a request being made under clause 24.3(a), the Senior Executives of each party must promptly commence discussions to attempt in good faith to resolve the dispute without resorting to any formal proceeding.

**24.4 Referral to mediation**

- (a) If the parties do not resolve the dispute in accordance with clause 24.3 within 10 Business Days of the date of the request referred to in that clause, then either party may request the President of the Law Society of Papua New Guinea to appoint an independent mediator to assist the parties to resolve the dispute.
- (b) The mediation will be conducted in accordance with the rules of mediation of the Law Society

## PROVISION OF SERVICES AGREEMENT

of Papua New Guinea in relation to the procedures to be adopted and the process of selection of the mediator.

- (c) The parties agree to bear the mediator's costs equally and each agree to bear their own costs in relation to mediation.

### 24.5 Dispute resolution procedure binding

- (a) Subject to clause 24.5(a), compliance with this clause 24 is a condition precedent to a party's entitlement to commence legal proceedings in relation to a dispute.
- (b) This clause 24 does not apply to a dispute in which a party seeks urgent interlocutory relief.

### 24.6 Survival

This clause survives termination or expiry of this agreement.

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## 25 General

### 25.1 Costs and expenses

Each party will pay its own costs and expenses in connection with the preparation of this agreement.

### 25.2 Governing law and jurisdiction

This agreement is governed by the laws of Papua New Guinea. The parties irrevocably submit to the exclusive jurisdiction of the courts of Papua New Guinea.

### 25.3 Waivers

- (a) Waiver of any right arising from a breach of this agreement or of any right, power, authority, discretion or remedy arising upon default under this agreement must be in writing and signed by the party granting the waiver.
- (b) A failure or delay in the exercise of a right arising from a breach of this agreement or a right, power, authority, discretion or remedy created or arising upon default under this agreement does not result in a waiver of that right, power, authority, discretion or remedy.

### 25.4 Variation

A variation of any term of this agreement must be in writing and signed by the parties.

s. 22(1)  
(a)(ii)

**25.5 Assignment**

- (a) The Contractor must not assign its rights and obligations under this agreement without the consent of Wilson Security.
- (b) Wilson Security may assign its rights and obligations under this agreement at any time without the Contractor.

**25.6 Entire agreement**

This agreement supersedes all previous agreements in respect of its subject matter and embodies the entire agreement between the parties.

**25.7 Prohibition and Enforceability**

Where any clause of this agreement is void, illegal or unenforceable, it may be severed without affecting the enforceability of the other provisions in this agreement.

**25.8 Counterparts**

This agreement may be executed in counterparts.

**25.9 Notices**

Any notice or other communication including any request, demand, consent or approval, to or by a party to this agreement:

- (a) must be in legible writing and in English addresses as shown below:
  - (1) if to Wilson Security:
    - Address: **Level 16, 360 Elizabeth St, Melbourne**
    - Attention: s. 22(1)(a)(ii)
    - Facsimile: [REDACTED]
    - Email: **contact@wilsonsecurity.com.au**
  - (2) if to the Contractor:
    - Address: **P.O Box 405 Lorengau, Manus Provence**
    - Attention: s. 22(1)(a)(ii)
    - Facsimile: *[insert]*
    - Email: **gm@pomwanpaladin.com**
- (b) Any notice or other communication is deemed to be given and received:
  - (1) if delivered to the authorised person's address on the day of delivery if a Business Day, otherwise on the next Business Day;
  - (2) if sent by pre-paid post, on the 3<sup>rd</sup> Business Day after posting; and

## PROVISION OF SERVICES AGREEMENT

- (3) if sent by facsimile or electronic mail, and a correct, complete and successful transmission report is received, on the day of transmission if a Business Day, otherwise on the next Business Day.

s. 22(1)(a)  
(ii)

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**26 Schedule 1 – Commencement Date and Term**

- Item 1 Commencement Date:** 31<sup>st</sup> October 2014  
(clause 1.1)
- Item 2 Initial Term:** This agreement is for a period of 12 months.  
(clause 1.1)
- Item 3 Further Term:** A further term under this agreement is subject to approval by Transfield Services, in accordance with Principal Contract between The Commonwealth of Australia represented by the Department of Immigration and Border Protection. This further term will be for the term of as agreed by the principal contract less one business day.  
(clause 2.2)
- Item 4 Insurances:** (clause 15.1)
- (a) *Workers' Compensation Insurance* *Common Law Liability* for an amount not less than s. 47(1)(b)
  - (b) *Public Liability Insurance* for an amount not less than s. 47(1)(b)
  - (c) *Key Insurance* for an amount not less than s. 47(1)(b)
  - (d) *Third Party Property Damage Insurance* for an amount not less than s. 47(1)(b)
- Item 6 Senior Executives:** (clause 1.1)
- Wilson Security: s. 22(1)(a)(ii)

Contractor: s. 22(1)(a)(ii)

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(a)(ii)

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## 27 Schedule 2 – Fees and Charges

Item	Description	Qty	Unit of Measure	Rate (PGK)
<b>1.0</b>	<b>Management Team</b>			
1.1	Project Manager	2	Monthly	
1.2	Ops Manager – Guard Force	1	Monthly	
1.3	Ops manager – Mobile Team	1	Monthly	
1.4	Community Relations Manager	1	Monthly	

s. 47(1)(b)

<b>2.0</b>	<b>Guard Force – Site Security</b>			
2.1	Site Security Supervisor	1	Hour	
2.2	Guard Supervisor	3	Hour	
2.3	Guard	11	Hour	

<b>3.0</b>	<b>Guard Force Mobile</b>			
3.1	Mobile – Site Security Supervisor	1	Hour	
3.2	Dog & Handler	2	Month	
3.3	Mobile Guard	3	Hour	

<b>4.0</b>	<b>Admin Support – Provided by Pomwan</b>			
4.1	Admin Cell & Management Fee	1	Month	
4.2	Vehicles	3	Month	

<b>5.0</b>	<b>Life Support – Provided By Wilsons</b>			
5.1	Accommodation & Rations	As required		
5.2	Expat Flights	Ex Brisbane or equivalent cost		
5.3	Logistic support	As required		
5.4	Medical evacuation (Non-Manus)	Per Wilson Expatriate		
5.5	Meal/Water during shift for guard force	Daily		
5.6	Sheltered Guard Post for all static positions	As required		
5.7	Training venue for training course	As Required estimated 1-2 times per year		
5.8	Fuel	As Required		
5.9	Office & Internet	As Required		
5.10	Uniforms	As Required		

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**28 Schedule 3 - Services**

- (1) Services include such Security Services as are requested from time to time by Wilson Security of the Contractor in relation to Customers.
- (2) The Manus Island Regional Processing Centre Security Manager is responsible for Security Operations at the East Lorengau Resettlement Centre.
  - (i) The contractor shall undertake the services as directed by the Security Manager.
- (3) "Security Services" includes, but are not limited to the provision of personnel at the nominated sites to undertake the roles and responsibilities as described herein:

Role	Responsibilities
<b>Management</b>	<ul style="list-style-type: none"> <li>• Overall responsibility for the contract compliance.</li> <li>• Provide cultural advice to Wilson Security.</li> <li>• Working under the direction of the Wilson Security Cultural &amp; Community Liaison Officer assist in consultation with local community</li> <li>• Report to the MIRPC Wilson Site Security Supervisor on daily basis on operational requirements.</li> <li>• Maintain sufficient number of officers to provide the required resources to cover operational and training requirements as directed</li> <li>• Ensure the required number of officers are at each shift</li> <li>• Ensure time and attendance records are accurate and complete.</li> <li>• Conduct random drug and alcohol tests.</li> <li>• Assist in completing investigations into allegations of inappropriate behaviour.</li> <li>• Performance management of officers.</li> <li>• Participate in the weekly review.</li> </ul>

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(a)(ii)

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Role	Responsibilities
<b>Supervisor</b>	<ul style="list-style-type: none"> <li>• Work under direction of Wilson Security Site Supervisor</li> <li>• Provide advice to officers and advocate processes and procedures</li> <li>• Ensure all officers apply the accepted standards during interactions with refugees.</li> <li>• Facilitate training and development opportunities</li> <li>• Report workplace injuries and near misses</li> <li>• Complete injury investigation</li> <li>• In- conjunction with the Wilson Site Security Supervisor set performance standards for tasks and posts</li> <li>• Assist with grievance handling and complaint resolution</li> <li>• Provide ongoing feedback about employee performance.</li> </ul>
<b>Security Officers</b>	<ul style="list-style-type: none"> <li>• Engage with transferees to monitor their wellbeing</li> <li>• Build trust and rapport with transferees to assist in detecting incidents before they occur</li> <li>• Make reasonable efforts to ensure safety and security rules are adhered to</li> <li>• Complete welfare checks as directed</li> <li>• Complete periodic perimeter security checks</li> <li>• Provide safe and secure escort for transferee during programs, activities and excursions</li> <li>• Patrols high risk locations</li> <li>• Protect critical infrastructure</li> <li>• Monitor and update people movement register, site logs and visitor register.</li> <li>• Conduct screening and searches to detect prohibited items</li> <li>• Respond to incidents in accordance with incident response plans</li> </ul>

(4) The contractor shall ensure that the following conditions are met when supplying manpower as required in fulfilling the service requirements of this contract:

(A) Recruitment

(i) All officers will be of PNG Citizenship and of or over the age of 19.

## PROVISION OF SERVICES AGREEMENT

- (ii) Officers should have minimum education of year 10, or have equivalent language, literacy and numeracy skills.
  - (iii) They must not have a Police record and are required to undergo a Police check and produce a police clearance certificate
  - (iv) All officers will be medically fit to perform the inherent requirement of the role.
  - (v) Prior to commencing work, officers will sign the customer's code of conduct, working with children code of conduct, working with children statutory declaration, confidentiality agreement and deed of non-disclosure. These documents will be provided to the Wilson Security Administration Officer on the officers first day of work.
- (5) Induction
- (i) To ensure all officers are fully aware of the safety and security requirements at locations serviced under this contract, all new officers will attend a site induction prior to the commencement of their first shift.
- (6) Training
- (i) All officers will participate in the ongoing training and development provided by Wilson Security. Where an officer is assessed as not competent in the training then they will be replaced.
- (7) Workplace Health & Safety
- (i) Wilson Security recognises that all employees have a responsibility to adhere to safe working practices and must abide by the safety rules established at the locations serviced under this contract. Where a hazard is identified it will be reported to the Wilson Security Supervisor who will assess the hazard and take necessary steps to eliminate or minimise the risk.
  - (ii) The Wilson Security Supervisor will monitor and review the effectiveness of the implemented risk controls based on the nature and severity of the risk being controlled.
  - (iii) In the event of an injury on site the Contractor will complete an incident and injury report and investigation and submit this to the Wilson Security Supervisor.

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- (8) **Fatigue Management**
- (i) Officers will have a minimum of 8 hour break between shifts and work no more than 7 consecutive days. A shift shall not be longer than 8 hours in length unless otherwise authorized in writing by Wilson Security.
- (9) **Drug and Alcohol**
- (i) All officers will be fit for work. This means that they will be in a fit state to be in the workplace and conduct themselves in a manner which does not compromise or threaten the safety or health of themselves or others.
- (ii) Attending "Fit for Work" also implies that they are free from the influence of alcohol, illegal drugs, excessive fatigue and any other factors that may cause lack of concentration.
- (iii) All officer's will have a blood alcohol concentration (BAC) of 0.00 before attending work and may be subject to random alcohol and drug testing during the course of their employment. If someone is found to have a BAC above 0.00 whilst working at the centre then they will be terminated.
- (10) **Post Incident Debrief**
- (i) Wilson Security recognise that traumatic incidents affect people in different ways and that debriefing following a critical incident is essential to identify welfare issues that may have arisen through the incident.
- (ii) In conjunction with Wilson Security the contractor will be responsible for conducting an incident debrief with affected personnel immediately after a major or critical incident and making referrals to the counseling service.
- (11) **Performance Appraisals**
- (i) The contractor will be responsible for completing a performance appraisal for all new officers within the first month of employment under this contract, and every 6 months thereafter.
- (12) **Rosters**
- (i) A copy of the roster will be made available to Wilson Security by Monday every week.

s. 22(1)  
(a)(ii)

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### (13) Timesheets

- (i) Each Officer will be required to sign on at the start of each shift and sign off at the end of their shift.
- (ii) The time and attendance record will form the basis of the invoice.

### (14) Grievance and Complaint Resolution

- (i) To ensure that complaints are dealt with quickly complainants are encouraged to try and settle any grievance directly with the persons concerned at the first available opportunity.
- (ii) If the matter is not able to be resolved then it should be referred to the Local Supervisor. The Supervisor should attempt to settle the matter or escalate to either Wilson Security Management or the Manager from the contractor.

### (15) Continuous Improvement

- (i) The contractor will regularly evaluate its service and identify opportunities to continually improve.
- (ii) Opportunities will be identified by evaluating complaints and grievances, incident and injury reports and through feedback obtained during welfare checks and site visits. They will be documented in the weekly report.

### (16) Manning Levels

- (i) Manning levels will be as agreed to from time to time and advised to the contractor in writing. The manning requirements and levels required may vary up or down.
- (ii) Other services may be requested from time to time that are within the capacity of the contractor to perform. For the purposes of this contract these services are subject to separate rates as agreed to from time to time.

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(a)(ii)

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## 29 Schedule 4 – KPIs

### Part A - Key Performance Indicators

Indicator	Measurement
1. A copy of the signed code of conduct, confidentiality agreement, deed of non-disclosure, and working with children declaration provided to the security control room on the first day of work	100%
2. All Officers have completed the site safety and security induction before they commence work	100%
3. Injury report and investigation completed within 24 hours	100%
4. All officers have a blood alcohol concentration of 0.00	100%
5. Evidence of roster rotation and welfare checks at external posts	100%
6. Post incident debrief is documented after major and critical incident	100%
7. Performance appraisal completed within agreed timeframes	100%
8. Roster provided within agreed timeframes	100%
9. Invoice provided within agreed timeframes	100%
10. Attendance at weekly meeting	100%
11. Weekly report submitted within agreed timeframes	100%
12. Audit checklist completed within agreed timeframes	100%
13. Attendance of required personal on site and on time and remain on site for required shift	100%
14. Provision of additional staff as required within 3 hour of notification	100%

### Part B – Failure to achieve KPIs

As of the handover date, the percentage of the monthly charges that will apply as a service credit for failure to achieve a KPI (the “Weighting Factor” is as follows:

	Indicator	Percentage
KPI 1	A copy of the signed code of conduct, confidentiality agreement, deed of non-disclosure, and working with children declaration provided to the security control room on the first day of work	7%
KPI 2	All Officers have completed the site safety and security induction before they commence work	5%
KPI 3	Injury report and investigation completed within 24 hours	10%
KPI 4	All officers have a blood alcohol concentration of 0.00	7%
KPI 5	Evidence of roster rotation and welfare checks at external posts	5%
KPI 6	Post incident debrief is documented after major and critical incident	5%
KPI 7	Performance appraisal completed within agreed timeframes	5%
KPI 8	Roster provided within agreed timeframes	5%
KPI 9	Invoice provided within agreed timeframes	5%
KPI 10	Attendance at weekly meeting	5%
KPI 11	Weekly report submitted within agreed timeframes	5%
KPI 12	Audit checklist completed within agreed timeframes	5%
KPI 13	Failure to required personal on site and on time and remain on site for required shift	10%
KPI 14	Failure to provide the additional staff as required within 3 hours of notification	6%

- (i) The company may in agreement with the contractor, from time to time, by giving not less than one (1) months’ notice, change the weighting factors that apply to one or more KPI (or change any Key performance Indicator to a Service Level or change a Service Level to a Key

s. 22(1)  
(a)(ii)

## PROVISION OF SERVICES AGREEMENT

Performance Indicator): provided that at no time will the aggregate Weighting Factors applicable for all of the KPI's does not exceed 6%

- (ii) If a Service Level is not achieved in any successive monthly period and the failure is not excused in writing, then the service credit that will apply will be calculated by multiplying the Weighting Factor that applies in the relevant time to such Service Level, by the total charges payable in respect of the relevant month; provided that in no event, will the total service credits applicable in respect of any month exceed 5% of the total charges for that month.



**30 Schedule 5 – Reporting Requirements**

Site Log Books	Log books are maintained at some external post. They will record any occurrences, including power outages, water deliveries, and welfare checks.			
Injury Report	An injury report will be submitted for all near misses, incidents and injuries within 24 hours of the event.			
Incident reporting	<b>Category</b>	<b>Verbal report</b>	<b>Written Report</b>	<b>No of Statements Required</b>
	Minor	Not required	Within 24 hours	Nil Required
	Major	ASAP – no later than 1 hour	Written within 6 hours or by end of shift	Min 2 statements
	Critical	Immediately up to 30 minutes	Within 3 hours	Minimum 3 statements
Weekly Report	<p>A weekly report will be submitted each Friday. The report will include details of any</p> <ul style="list-style-type: none"> <li>• WHS Issues / Hazards</li> <li>• Welfare Issues</li> <li>• Resource Planning &amp; Development</li> <li>• Grievances / Complaints</li> <li>• Continual Improvement Opportunities</li> </ul>			
Audit	The Contractor will develop an audit checklist to ensure they are delivering the service in accordance with the scope. The audit will be completed every three months.			

 s. 22(1)(a)  
(ii)

**31 Schedule 6 - Execution**

Executed as an agreement:

**Signed for**  
**Wilson Protective Services PNG Ltd**  
by its representative  
in the presence of:

s. 22(1)(a)(ii) [Redacted]

Witness

s. 22(1)(a)(ii) [Redacted]

Name (please print)

s. 22(1)(a)(ii) [Redacted]

Representative

s. 22(1)(a)(ii) [Redacted]

Name (please print)

**Signed for**  
**[the Contractor]**  
by its representative  
in the presence of:

s. 22(1)(a)(ii) [Redacted]

Witness

s. 22(1)(a)(ii) [Redacted]

Name (please print)

s. 22(1)(a)(ii) [Redacted]

Representative

s. 22(1)(a)(ii) [Redacted]

Name (please print)

s. 47(1)(b)

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INDEPENDENT STATE OF  
PAPUA NEW GUINEA

*Investment Promotion Act 1992*

Act, Sec. 29(2)  
Reg, Sec. 7

Form 4

**Certificate Permitting a Foreign Enterprise  
to Carry on Business in an Activity**

**POMWAN PALADIN SECURITY LTD  
Certification Number: 100535**

The Investment Promotion Authority certifies that

**POMWAN PALADIN SECURITY LTD  
(Company Number: 1-101888)**

may carry on business in the activities of

ISIC 7492 - PROFESSIONAL & OTHER SERVICES

and in the certified operating locations as listed overleaf.

The enterprise is subject to the laws of Papua New Guinea  
and to any prescribed terms and conditions in the attached schedule.

Dated this 30th day of January 2015.



The validation code for this Certificate is FOREIGN-CERT-44887470. To check the validity of this certificate enter <http://www.ipa.gov.pg/pngforeigncerts/verify/100535/FOREIGN-CERT-44887470.html> in your browser.

Originally Certified 30th day of January 2015.

Certificate generated 18 August 2015 09:59 AM GMT+10:00

# PAPUA NEW GUINEA

## SECURITY (PROTECTION) INDUSTRY ACT 2004

LICENSE ISSUED PURSUANT TO SECTION 40

\*\*\*\*\*

### Class 'B' License

Type of license	License under section 40(1)(a) of the Security (Protection) Industry Act	
License no	NGI: SPL-18: 00005	
License holder(s) (if one or more individuals or partners in a firm)	Surname	Given names
	s. 22(1)(a)(ii)	[REDACTED]
	Surname	Given names
	s. 22(1)(a)(ii)	[REDACTED]
	Surname	Given names
	s. 22(1)(a)(ii)	[REDACTED]
Business name of license holder(s) (if applicable)	Trading or business name	
	N/A	
License Holder(s) (if a corporation)	Name of corporation	
	POMWAN PALADIN SECURITY LTD	

#### Details of license holder

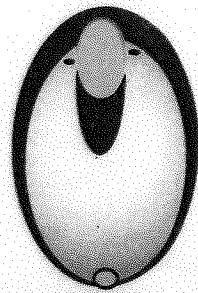
Registered place of business	PARK TOWER ANNEX SECT 25, LOT 34, HUNTER STREET, NCD – PORT MORESBY
Company number (if a corporation)	1-101888
Trading name & number (if a firm)	POMWAN PALADIN SECURITY LTD P.O. BOX 339, PORT MORESBY, NCD
Address	

DATE OF ISSUE: 25/02/2018  
DATE OF EXPIRY: 22/02/2019

Security Industries Authority







**NASFUND**  
PAPUA NEW GUINEA

# CERTIFICATE OF REGISTRATION

IN ACCORDANCE WITH SECTION 4 (1) OF  
THE SUPERANNUATION (GENERAL PROVISIONS) ACT 2000

**POMWAN PALADIN SECURITY LTD**

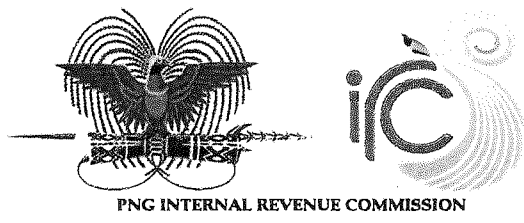
IS A REGISTERED COMPULSORY CONTRIBUTOR TO  
**THE NATIONAL SUPERANNUATION FUND LIMITED**  
AND IS ISSUED WITH  
EMPLOYER REGISTRATION NUMBER

**020200**

DATE OF ISSUE  
13 OCTOBER 2014

s. 47F(1)





# CERTIFICATE OF COMPLIANCE

## INCOME REPORTING SYSTEM

Taxpayer Identification Number:

s. 47(1)(b)

Certificate No: **038051695**

**POMWAN PALADIN SECURITY LTD**  
P.O Box 339  
Waterfront 125, National Capital District  
Papua New Guinea

VALID DATE OF EFFECT August 23, 2017 TO November 23, 2017

**PENALTIES:** A person who alters a Certificate or produces to a Paying Authority a Certificate that has been altered without the consent of the Commissioner General, or falsely pretends to be the person named in the Certificate or, by the production of a document other than a Certificate that is for the time being in force, causes a Paying Authority to contravene the provisions of Section 354 (1) or (3) is guilty of an offence.

**PENALTY: A FINE NOT EXCEEDING K5,000,00 OR IMPRISONMENT FOR 12 MONTHS OR BOTH**

s. 47F(1)

[Redacted Signature Area]

SEAL/SIGNATURE OF ISSUING AUTHORITY



**NOT VALID UNLESS OFFICIALLY STAMPED**

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# CERTIFICATE OF COMPLIANCE

## INCOME REPORTING SYSTEM

Taxpayer Identification Number:

s. 47(1)(b)

Certificate No: 027972810

**POMWAN PALADIN SECURITY LTD**  
P.O Box 339  
Konedobu 125, National Capital District  
Papua New Guinea

VALID DATE OF EFFECT February 22, 2017 TO August 22, 2017

**PENALTIES:** A person who alters a Certificate or produces to a Paying Authority a Certificate that has been altered without the consent of the Commissioner General, or falsely pretends to be the person named in the Certificate or, by the production of a document other than a Certificate that is for the time being in force, causes a Paying Authority to contravene the provisions of Section 354 (1) or (3) is guilty of an offence.

**PENALTY: A FINE NOT EXCEEDING K5,000,00 OR IMPRISONMENT FOR 12 MONTHS OR BOTH**

s. 47F(1)

[Redacted Signature Area]

SEAL/SIGNATURE OF ISSUING AUTHORITY



NOT VALID UNLESS OFFICIALLY STAMPED

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# TAXPAYER REGISTRATION CERTIFICATE

**Taxpayer Identification Number:** s. 47G(1)(b)

**Name of Business/Individual:** POMWAN PALADIN SECURITY LTD

**Registered Address:** P.O Box 339  
Konedobu 125, National Capital District  
Papua New Guinea

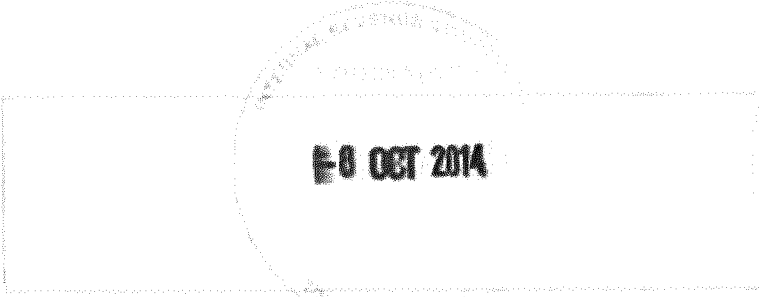
**Nature of Business / Individual Situation:** SECURITY SERVICES

**Issuing Authority:** IRC HEAD OFFICE

**Date of issuance:** October 08, 2014

This certificate represents the sole and only registration as a taxpayer and supersedes all prior registration documentation.

The taxpayer is responsible for notifying the Internal Revenue Commission of any changes to the above information.



SEAL OF ISSUING AUTHORITY

**Certificate Number:** s. 47(1)(b) s. 47(1)(b)

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under the Freedom of Information Act 1982



## INTERNAL REVENUE COMMISSION



Pomwan Paladin Security Ltd  
 PO Box 339  
 Konedobu  
 NCD

Date : 02/10/2014  
 Our Reference : s. 47(1)(b)  
 Action Officer : s. 47F(1)

Dear Sir/Madam,

- Re: **1. Taxpayer Identification Number (TIN)**  
**2. Salary and Wages Tax**  
**3. Goods and Services Tax (GST)**

Your application for a Taxpayer Identification Number has been processed.

Your TIN is: s. 47(1)(b) and the TIN Certificate are attached. Please review the information on the certificate and notify this office if any information is incorrect.

The TIN will replace all of the Tax File Numbers that the Internal Revenue Commission previously issued for all Tax Types once our new tax administration software, SIGTAS, is fully implemented. The tax types that are now being administered through SIGTAS are:

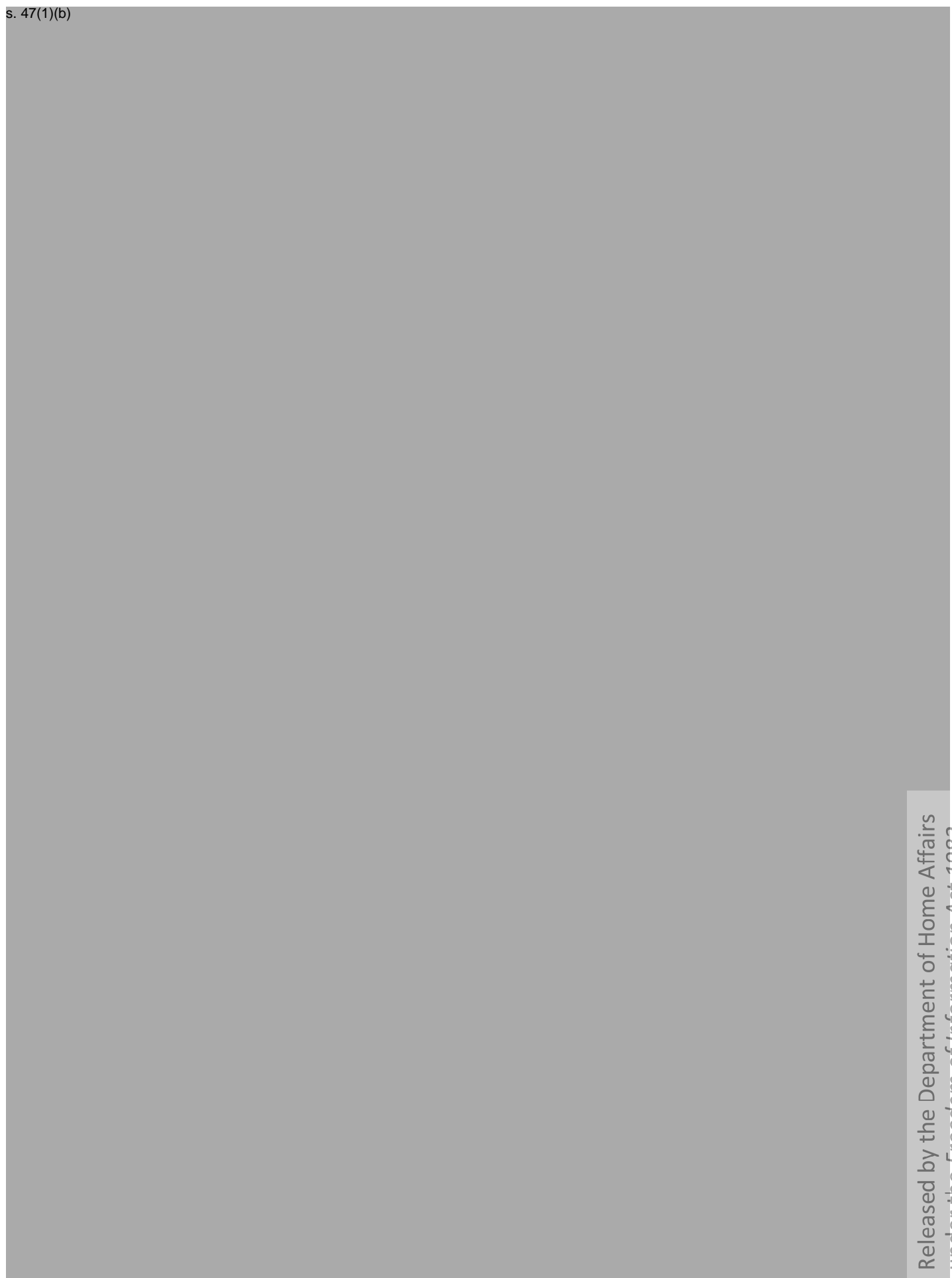
1. Salary Wages Tax
2. Business Payment Tax
3. Dividend Withholding Tax
4. Interest Withholding Tax
5. Non-Resident Royalty Withholding Tax
6. Management Fee Withholding Tax
7. Foreign Contractor Withholding Tax
8. Departure Tax
9. Prescribed Royalty Withholding Tax
10. Goods and Services Tax (GST)

Your TIN should be quoted on all correspondence, returns and payments relating to any of the tax types listed above.

**New Tax Accounts**

As part of the registration process and to assist you to meet your tax obligations in accordance

s. 47(1)(b)



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## **Provision of Services Agreement**

**Wilson Protective Services PNG Pty Ltd**

Company Number 1-100593 Trading as **Wilson Security**

and

**Pomwan Paladin Security Ltd**

Company Number 1-101888

26959508.1

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## This provision of services agreement

comes into effect either on the Commencement Date or at the time that any Services are first provided by the Contractor to Wilson Security, whichever is earliest, and, is made between the following two parties:

1. Wilson Protective Services PNG  
Company Number 1-100593  
c/I Price Waterhouse Coopers  
Level 6 Credit House, Port Moresby  
Company Number 1-100593  
(Wilson Security)  
  
Wilson Security Pty Lt  
ABN 90 127406 295  
of 360 Elizabeth Street, Melbourne, Victoria, 3000
2. Pomwan Paladin Security Ltd  
Company Number 1-101888  
of Park Tower Annex Hunter Street,  
Cnr of McGregor Granville, Port Moresby  
(Contractor)

### Recitals

- A. Wilson Security has entered into an agreement with Broadspectrum ("Head Contract") to provide Garrison and Welfare Services for people being transferred to a Regional Processing Country in the Republic of Nauru and a Regional Processing Country at Manus Island in Papua New Guinea (PNG)
- B. Wilson Security carries on the business of supplying security services and other services to its Customers.
- B. The Contractor carries on the business of providing labour services and other services to its customers.
- C. Wilson Security wishes to engage the Contractor to provide the Services, and the Contractor has agreed to accept the engagement, on the terms of this agreement.
- D. The terms of this agreement are subject to the provisions of the Head Contract.

The parties agree

## **1 Definitions and interpretation**

---

### **1.1 Definitions**

In this agreement Capitalised words defined in the Definitions (**in Annexure 1**) will have the meanings set out therein and will form part of this Agreement.

### **1.2 Interpretation**

In this agreement, headings and boldings are for convenience only and do not affect the interpretation of this agreement and, unless the context otherwise requires:

- (a) words importing the singular include the plural and vice versa;

- (b) words importing a gender include any gender;
- (c) an expression importing a natural person includes any company, partnership, joint venture, association, corporation or other body corporate and vice versa; and
- (d) a reference to a party to a document includes that party's successors and permitted assigns.

## 2 Term

---

### 2.1 Term

This agreement commences on the Commencement Date and continues in full force and effect during the Initial Term and thereafter, subject to:

- (a) any earlier termination of this agreement, whether pursuant to this agreement or otherwise at law;
- (b) any earlier termination of the Head Contract under Clause 2.3; and
- (c) any termination under Clause 2.2 after the Initial Term.

### 2.2 Termination after Initial Term

At any time after the Initial Term, either Wilson Security or the Contractor may terminate this agreement on giving the other 30 days' written notice of termination.

### 2.3 Termination of Head Contract

This agreement will automatically terminate upon termination of the Head Contract.

## 3 Services

---

### 3.1 Provision of Services

During the Term, the Contractor will provide the Services to Wilson Security in accordance with the KPIs and the provisions of this agreement. Wilson Security is not obliged to provide the Contractor with any minimum amount of business and this agreement does not give the Contractor any exclusive right to provide the Services.

### 3.2 Directions

The Contractor will instruct its Personnel to act, and must ensure its Personnel so act, in accordance with the reasonable directions of Wilson Security.

### 3.3 Personnel to be employed by Contractor

Subject to clause 24.3, the Contractor must ensure that all persons engaged or concerned in providing the Services are employees of the Contractor.

### 3.4 Personnel remain employees of the Contractor

No Personnel become the employee or sub-contractor of Wilson Security by reason of this agreement or the provision of the Services.

## 4 Contractor's obligations

---

### 4.1 General obligations

- (a) In performing its obligations under this agreement, the Contractor must promptly:
  - (1) at all times act, and must ensure that all its Personnel act:

- (2) in accordance with all applicable Laws;
  - (3) with due care, skill and diligence and with a high level of personal and professional standards and ethics;
  - (4) in a courteous and presentable manner and not aggressively towards Wilson Security, any Customer or the public generally; and,
  - (5) promptly and in accordance with Good Industry Practice;
- (b) ensure that all Personnel engaged in the performance of the Services are appropriately qualified and experienced, and, hold all Authorisations necessary to perform the Services;
  - (c) ensure that, during the performance of the Services, its Personnel do not have a blood alcohol reading in excess of 0.00% or be under the influence of drugs that impair in any respect the ability of the Contractor or the Personnel to perform the Services;
  - (d) comply with, and ensure that its Personnel comply with, the professional work standards, guidelines and standard operating procedures of Wilson Security (as amended from time to time);
  - (e) comply with any time limits provided by Wilson Security in relation to the obligations of the Contractor under this agreement;
  - (f) provide to Wilson Security such contact details as Wilson Security requires, including but not limited to a mobile telephone number on which the Contractor can be contacted 24 hours a day, 7 days a week;
  - (g) not be a party to, and ensure that its Personnel are not parties to, any act or thing prejudicial to the goodwill, commercial reputation or overall public image of Wilson Security;
  - (h) ensure that the performance of the Services is not interfered with, delayed or hindered by any other work the Contractor may be doing under any other contract or arrangement with any other person or organisation;
  - (i) account to, and ensure that its Personnel account to, Wilson Security for any money or benefits received from third parties as a result of providing the Services;
  - (j) comply with, and ensure that its Personnel comply with, any reasonable request by Wilson Security for an oral or written report on any aspect of the Services;
  - (k) ensure that all communication with a Customer in relation to material aspects of the Services (including pricing) is carried out exclusively by Wilson Security except where Wilson Security otherwise directs in writing. For the avoidance of doubt, nothing in this clause 4.1(k) prevents the Contractor from communicating with a Customer regarding the day-to-day aspects of the Services; and,
  - (l) must at all times have in place and comply with all systems, practices and procedures as are satisfactory to Wilson Security (acting reasonably) from time to time to ensure that the Contractor duly and punctually complies with the Contractor's Obligations.

## 5 Fees and invoicing

---

### 5.1 Fee

Wilson Security must pay the Fees to the Contractor in respect of the Services.

**5.2 Invoicing**

The Contractor must:

- (a) make a claim for payment at fortnightly intervals; and
- (b) issue an invoice to Wilson Security within 7 days of the end of each fortnight for Services performed from the date of the proceeding payment claim to that day (except in respect of the first payment claim which is to be for Services performed from the commencement of the Services).

**5.3 Payment**

- (a) Subject to the Contractor duly and punctually complying with the Contractor's Obligations (including those in clauses 4 and 14, Wilson Security must pay the amount stated in the Contractor's invoice issued under clause 5.2 within 10 Business Days of the date Wilson Security receives that invoice.
- (b) If, on the due date for payment of an invoice referred to in clause 5.2 the Contractor has failed or is failing to comply with any of the Contractor's Obligations; Wilson Security may suspend payment until the Contractor has remedied that non-compliance to Wilson Security's reasonable satisfaction.

**5.4 Failure to achieve KPIs**

- (a) If the Contractor fails to achieve any or all of the KPIs, the Fee will be altered in accordance with Part B of Schedule 3.
- (b) The parties acknowledge and agree that:
  - (1) the basis of determining the deductions described in Part B of Schedule 3:
    - (A) has been determined by Wilson Security in good faith; and
    - (B) is a genuine pre-estimate of the anticipated or actual loss Wilson Security may suffer if the Contractor fails to achieve any or all of the KPIs;
  - (2) each party wishes to avoid the difficulties of proof of damages in connection with failing to achieve any or all of the KPIs; and
  - (3) the deductions to be made in accordance with clause 5.4(a) are reasonable and not intended as a penalty.
- (c) Except for:
  - (1) Wilson Security's right to terminate this agreement in accordance with clause 22.1(b)(2),
  - (2) Wilson Security's right to indemnity in the circumstances described in clause 11.12,

deductions from the Fee as described in clause 5.4(a) are Wilson Security's exclusive remedy for the Contractor's failure to achieve the KPIs.

**5.5 Set-off**

Wilson Security may deduct from amounts due to the Contractor any amounts due from the Contractor to Wilson Security whether under, or in connection with, this agreement or otherwise.

**5.6 Time bar**

Without limiting the Contractor's obligations under clause 5.2, Wilson Security will not be liable to the Contractor for, and the Contractor must not invoice Wilson Security for, any Fees in respect of Services performed more than 3 months prior to the date the Contractor makes a claim for payment.



## 6 Health and safety risks

---

- (a) The Contractor acknowledges and agrees that Wilson Security has informed the Contractor of all hazards or risks, within its knowledge, arising in connection with the performance of the Services.
- (b) In providing the Services, the Contractor agrees to:
- (1) apply all relevant workplace and occupational health and safety standards and policies of Wilson Security to ensure that the Contractor, its Personnel and any other persons are not exposed to any hazards or risks so far as practicable;
  - (2) comply fully with, and ensure that its Personnel comply with, any relevant exposure standards set by relevant workplace and occupational health and safety authorities;
  - (3) comply fully with, and ensure that its Personnel comply with, all other workplace health and safety requirements specified in any relevant laws, including to those provided for in any workplace or occupational health and safety legislation of the relevant State or Territory or of the Commonwealth of Australia, and any ordinances, regulations or orders made pursuant to such legislation as well as all approved codes of practice, Australian Standards and industry standards;
  - (4) cooperate fully with, and ensure that its Personnel cooperate fully with, all requests for information in relation to workplace and occupational health and safety issues as required by Wilson Security, including providing information and reports in relation to any hazards or incidents that occur;
  - (5) ensure that neither it, nor its Personnel engage in any unlawful conduct (including any bullying, harassment (sexual or otherwise) or discrimination) of any kind;
  - (6) at all times, and must ensure that its Personnel must at all times, provide and comply with a Safe System of Work for its Personnel and others; and
  - (7) ensure that neither it, nor its Personnel cause, contribute to or perform any Unsafe Act.
- (c) The Contractor must promptly notify Wilson in writing, and providing reasonable details, as soon as the Contractor becomes aware of it, if it or any of its Personnel:
- (1) fails to comply with any workplace and occupational health and safety standards and policies of Wilson Security, exposure standards set by relevant workplace and occupational health and safety authorities, any matters referred to in clause 6(b)(3) or requests for information in relation to workplace and occupational health and safety issues as required by Wilson Security;
  - (2) engages in any unlawful conduct;
  - (3) fails to comply with clause 6(b)(6); or
  - (4) causes, contributes to or performs any Unsafe Act.
- (d) If any event referred to in clause 6(c) occurs, the Contractor must promptly:
- (1) correct, or, in the case of non-compliance by its Personnel, cause its Personnel to correct, the non-compliance;
  - (2) take any necessary steps to avoid any further non-compliance and if requested by Wilson Security, permanently remove the person

responsible for the non-compliance from Wilson Security's premises or from any activity connected with the Services; and

- (3) if the event is an Unsafe Act:
- (A) suspend performing the Services in accordance with any directions of Wilson Security to the extent necessary to avoid the Unsafe Act arising or continuing; and
  - (B) take any other steps as are necessary or required by Wilson Security (acting reasonably) to promptly overcome or remedy the Unsafe Act, including removing any of its Personnel from Wilson Security's premises or from any activity connected with the Services.

## 7 Personnel

---

### 7.1 Exclusive service

The Contractor must ensure that its Personnel will, at all times during any period when engaged to provide the Services, devote their time exclusively to the provision of those Services, and must not provide work or services of any kind (whether in the nature of the Services or otherwise) to any person other than Wilson Security.

### 7.2 Uniforms

- (a) The Contractor must, at all times during the performance of the Services, ensure that its Personnel wear those items of identification or uniforms as specified in Item 3 of Schedule 1.
- (b) The Contractor must maintain a register of all Wilson Uniform items provided to it and its Personnel by Wilson Security (Wilson Uniforms). Wilson Uniforms are to be treated as a controlled item, managed as such and the disposition of each Wilson Uniform item known at all times by the Contractor.
- (c) The Contractor acknowledges and agrees that Wilson Security reserves the right to control the disposition of any uniform item that has integral Wilson Security markings (such as embroidered or printed logos), regardless of any circumstance whatsoever.
- (d) Upon any member of Personnel ceasing to be engaged by the Contractor, the Contractor will ensure that all Wilson Uniforms issued to that person are returned to the Contractor.
- (e) Upon termination or expiry of this agreement, or on written demand from Wilson Security, the Contractor must ensure that all Wilson Uniforms are returned to Wilson Security in the same condition as they were in when provided by Wilson Security, fair wear and tear excepted.
- (f) The Contractor is liable for the costs of replacing any uniforms which are either not returned or returned in a damaged condition, fair wear and tear excepted.

### 7.3 Removal and replacement

- (a) If Wilson Security gives notice to the Contractor that any Personnel provided by the Contractor to perform the Services has ceased to be acceptable to Wilson Security or is no longer required by Wilson Security, the Contractor must take immediate steps to remove the Personnel.
- (b) If requested by Wilson Security, the Contractor must provide an alternative Personnel acceptable to Wilson Security.

- (c) The Contractor acknowledges and agrees that nothing in this agreement requires or compels Wilson Security to request from the Contractor alternative Personnel to replace Personnel removed in accordance with clause 7.3(a).

## 8 Keys and Access Passes

---

### 8.1 Protection

The Contractor must:

- (a) retain in safe keeping at all times keys, passes, access codes or any other forms of access (Forms of Access) to premises owned by Customers which are obtained by or provided to the Contractor or its Personnel in connection with this agreement;
- (b) promptly replace, at its cost, any Forms of Access which the Contractor or its Personnel have lost, destroyed, damaged or mislaid, or which are stolen; and
- (c) if required by Wilson Security or any customer of Wilson Security, promptly arrange, at the Contractors cost and expense, for the replacement, changing, re-coding or reprogramming of any equipment, hardware or software, locking equipment or locks which were accessible by the lost, mislaid or stolen Forms of Access and take all actions necessary to prevent unauthorised access by any such Forms of Access.

### 8.2 Register of Forms of Access

The Contractor must at all times keep, maintain and update a detailed, complete and accurate register in that form and containing that information as Wilson Security (acting reasonably) may from time to time require of all Forms of Access in the Contractor's and any of its Personnel's possession or custody or under its or any of its Personnel's control that must include:

- (a) full details of each of the Forms of Access, including markings and serial numbers, and, wherever possible, images (such as scans or photocopies) of the Forms of Access;
- (b) the names of its Personnel who have possession, custody or control of each of the Forms of Access;
- (c) the names of the Customers to which each of the Forms of Access apply;
- (d) the addresses of the Customers to which each of the Forms of Access apply; and
- (e) all such other information as Wilson Security, (acting reasonably) may from time to time require.

## 9 Place of supply of Services

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The Contractor will provide the Services to Wilson Security at such places as Wilson Security may direct.

## 10 Legal relationship

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- (a) The legal relationship between Wilson Security and the Contractor is that of principal and independent contractor. Neither the Contractor, nor any of its Personnel, nor employee or agent of the Contractor is to be deemed to be an employee, agent or partner of Wilson Security.

- (b) Nothing in this agreement will be taken or is intended to be taken to give rise to an employment relationship between Wilson Security and the Contractor or Wilson Security and the Personnel.

## 11 Liability and indemnity

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### 11.1 Liability for Consequential Loss etc.

A party shall not be liable for any special, indirect, exemplary, punitive or Consequential Loss, damage or liability suffered, paid or otherwise incurred by the other party either directly or indirectly in connection with this agreement.

### 11.2 Indemnity

The Contractor indemnifies Wilson Security and Wilson Security's Personnel against any loss, damage, cost, expense, or liability of any kind whatsoever that Wilson Security or any of Wilson Security's Personnel may suffer, incur or be liable for in any way arising out of, relating to or in connection with:

- (a) the performance or non-performance of the Services;
- (b) any act, default or omission of or by the Contractor, its Personnel, agents or contractors in any way arising out of, relating to or in connection with this agreement;
- (c) any failure by the Contractor or its Personnel to comply with the Contractor's Obligations;
- (d) any claim by a third party against Wilson Security arising out of, relating to or in connection with any act, default or omission of by the Contractor, its Personnel, agents or contractors in any way arising out of, relating to or in connection with this agreement; or
- (e) the Personnel, or any agent or contractor of the Contractor being held or deemed to be or have been an employee of Wilson Security, except to the extent Wilson Security has contributed to this by its own actions or omissions,

including in respect of:

- (f) any payment Wilson Security is required to make in respect of; and
- (g) any loss or damage (including any fine or penalty) Wilson Security suffers, incurs or is liable for, arising from or in connection with the failure to pay or late payment of,

any of the items which are the Contractor's responsibility under this agreement. However, this indemnity shall not apply to the extent that any loss or damage is caused by the negligent act or omission of Wilson Security.

### 11.3 Survival

This clause 11 survives the termination or expiry of this agreement.

## 12 Records

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### 12.1 Records to be provided by Contractor

The Contractor understands and accepts that Wilson Security may require information and documentation relating to the provision of the Services be kept and provided, as requested by Wilson Security, by the Contractor. Such documentation may include rosters, timesheets, patrol visit data, incident reports, incident logs, activity logs, and, any other information reasonably required by Wilson Security. The Contractor undertakes to provide any such information or documentation to Wilson Security, in the format and at the times requested by Wilson Security.

**12.2 Notification of Services not provided**

If the Contractor or its Personnel at any time fail to deliver any of the Services, or the Contractor or its Personnel can reasonably expect that it will fail to deliver any of the Services, the Contractor must notify Wilson Security immediately of that failure or expected failure. The Contractor will provide all assistance and information necessary to aid Wilson Security in preventing or remedying the failure to deliver Services.

## **13 Responsibility for leave, other benefits, taxes and superannuation**

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**13.1 The Contractor's responsibility**

The parties acknowledge and agree that the Contractor will:

- (a) continue to pay directly to the Personnel all salary and other related employment benefits including, if applicable, superannuation contributions and entitlements to annual leave, long service leave, bereavement leave, personal leave or other leave; and
- (b) if applicable, comply with all legislative requirements which arise as a result of the employment of the Personnel including workers' compensation insurance, PAYG withholding tax, fringe benefits tax and payroll tax.

**13.2 Principals responsibility**

Wilson Security has no responsibility to the Contractor or any of the Personnel or agents in respect of remuneration, other related employment benefits or compliance with legislative requirements in relation to employees.

## **14 Insurances**

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**14.1 Contractor's Insurance**

The Contractor must take out, and keep current, appropriate:

- (a) workers' compensation insurance in respect of Personnel provided by the Contractor to perform the Services, which is in accordance with its statutory obligations under the applicable Law in each State and Territory in which the Services are to be provided;
- (b) public liability insurance, which:
  - (1) provides cover for liability for loss of or damage to property and the death of or injury to any person (other than liability which is required by Law to be insured under a workers compensation policy of insurance) and include a liability to others which has been assumed by the Contractor under this contract, or liability for injury to workers not insured by a workers' compensation policy of insurance;
  - (2) is endorsed to indemnify Wilson Security against any Claim or liability in any way arising out of, relating to or connected with the Contractor's and its Personnel's performance of the Services, including by providing principal's indemnity extension; and
  - (3) is for an amount of not less than the amount set out in Item 5 of Schedule 1 for any one occurrence and unlimited as to the number of occurrences;
- (c) key insurance for an amount not less than the amount set out in Item 5 of Schedule 1 for any one occurrence and unlimited as to the number of occurrences;

(d) where motor vehicles are used, motor vehicle third party property damage and third party bodily injury insurance:

- (1) for an amount not less than the amount set out in Item 5 of Schedule 1 for any single occurrence and unlimited as to the number of occurrences; and
- (2) in respect of liability (including third party property damage and bodily injury) for all plant, equipment and registered motor vehicles used by the Contractor or any employees engaged by the Contractor to perform the Services,

provided that, to the extent that third party bodily injury insurance is by the law of a State or Territory made compulsory as part of vehicle registration or under another compulsory scheme, and such insurance is obtained as part of registration or under such scheme, the insurance required to be obtained under this clause 14.1(d) shall not be required to include insurance for third party bodily injury in addition to that obtained as part of registration or under such scheme; and

- (e) where required by Wilson Security, professional indemnity insurance for an amount not less than the amount set out in Item 5 of Schedule 1 for any one occurrence and unlimited as to the number of occurrences;
- (f) any other insurances required by Wilson Security due to the specific nature of the services and identified in Item 5 of Schedule 1; and
- (g) any other insurance as required by Law.

#### 14.2 Evidence of insurance

- (a) The Contractor must provide to Wilson Security upon request the terms and conditions of the insurance policies referred to in clause 14 and must provide certificates of currency for those insurance policies:
  - (1) 5 Business Days prior to the Commencement Date;
  - (2) 5 Business Days prior to each renewal of an insurance policy; and
  - (3) upon request by the Wilson Security.
- (b) The Contractor must give the Wilson Security at least 1 month prior notice of cancellation, non-renewal, or a material alteration of any of the insurance policies.

#### 14.3 Costs of insurances

The Contractor is responsible for and must pay all premiums, excesses and deductibles on all of the insurances required to be effected and maintained under this agreement.

#### 14.4 Insurances primary

For the avoidance of doubt, the insurances contemplated by this agreement are primary and not secondary to the indemnities contained in this agreement.

## 15 Audit

### 15.1 Contractor to permit audit

The Contractor must, upon Wilson Security providing at least 5 Business Days prior notice, permit and provide Wilson Security or its authorised agent supervised access to the Contractor's premises, books, records, documents, equipment, information and any Register or other property relevant to the performance of the Services to verify compliance by the Contractor of its obligations under this agreement and, at the Contractor's cost, to permit, and assist, Wilson Security in



inspecting and taking copies of any such books, records, documents, information and any Register.

15.2 **Costs of audit**

Wilson Security is responsible for the direct costs incurred by it in relation to an audit conducted pursuant to clause 15.1.

## 16 No solicitation

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16.1 **Definitions**

In this agreement:

**Contractor Group** means the Contractor and each of its related bodies corporate;

**Contractor Group Member** means any member of the Contractor Group;

**Restricted Period** means the period starting at the time of termination of this agreement and ending 12 months after termination of this agreement.

16.2 **No solicitation of Customers during Term**

During the Term, the Contractor must not approach, and must procure that no other Contractor Group Member approaches, (either solely or jointly with any other person and in any capacity whatsoever) any person whom the Contractor is aware is a Customer of Wilson Security for the purpose of persuading that person to cease doing business with Wilson Security or reduce the amount of business that the Customer would normally do with Wilson Security.

16.3 **No solicitation of Customers during Restricted Period**

During the Restricted Period, the Contractor must not approach, and must procure that no other Contractor Group Member approaches, (either solely or jointly with any other person and in any capacity whatsoever) any person whom the Contractor is aware is a Customer of Wilson Security for the purpose of persuading that person to cease doing business with Wilson Security or reduce the amount of business that the Customer would normally do with Wilson Security.

16.4 **No solicitation of Wilson Security employees**

During the Term and for the Restricted Period, the Contractor must not approach or solicit, and must procure that no other Contractor Group Member approaches or solicits, any employee of Wilson Security for the purpose of recruiting that person. This restriction does not apply where a person responds to an advertisement published by a Contractor Group Member that is targeted to a wide audience of potential applicants.

16.5 **Severability**

If any part of this clause 16 is unenforceable, it may be severed without affecting the enforceability of the remainder of clause 16.

16.6 **Acknowledgment**

The Contractor acknowledges that all the prohibitions and restrictions contained in this clause 16 are reasonable and are given in consideration of the Fees payable by Wilson Security to the Contractor under this agreement.

## 17 Warranties

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17.1 **Mutual Warranties**

Each of Wilson Security and the Contractor represents and warrants to the other that:



- (a) it has taken all necessary action to authorise the execution, delivery and performance of this agreement in accordance with its terms;
- (b) it has full power to enter into and perform its obligations under this agreement and can do so without the consent of any other person; and
- (c) the execution, delivery and performance of this agreement complies with its constitution and other constituent documents and complies with any encumbrance or document which is binding on it.

#### 17.2 Contractor additional warranties

The Contractor represents and warrants to Wilson Security that:

- (a) it will comply with and observe all applicable laws relating to the performance of the Services and carrying out its obligations under this agreement;
- (b) it has obtained and will during the Term maintain all necessary approvals, authorisations, permits, licences and registrations which the Contractor is required to maintain under any applicable law in order to perform the Services in accordance with this agreement;
- (c) it will comply with all applicable industrial and workplace relations awards, agreements and legislations that apply to the Contractor in relation to the Personnel;
- (d) it will at all times provide the number of Personnel and resources necessary to perform the Services; and
- (e) it and each Personnel have the skill, experience and expertise necessary to carry out the Services.

## 18 Contractor acting as a trustee

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### 18.1 Contractor acting as a trustee

If the Contractor acts as trustee of a trust in relation to this agreement:

- (a) It represents and warrants that:
  - (1) the trust has been duly and properly established, currently exists and no steps have been taken to terminate the trust;
  - (2) the trustee is the duly appointed, current and sole trustee of the trust;
  - (3) the trustee has the power (and has obtained all authorisations necessary) to enter into and perform its obligations under this agreement;
  - (4) the trustee and (where applicable) its directors and other officers have complied with their obligations in connection with the trust;
  - (5) the trustee has an unqualified right of indemnity out of the assets of that trust in respect of its obligations under this agreement
  - (6) the trust property is sufficient to satisfy the trustee's right of indemnity in relation to its obligations under this agreement and all other obligations in respect of which the trustee has a right to be indemnified out of trust property; and
  - (7) no breach of the relevant trust deed exists or would arise upon entry into this agreement or performance of the Contractor's obligations under this agreement;
- (b) It is liable both personally, and in its capacity as trustee of that trust;

- (c) It must not assign, transfer, mortgage, charge, release, waive, encumber or compromise its right of indemnity out of the assets of that trust, but must retain and apply such indemnity only towards meeting its obligations under this agreement; and
- (d) It must not retire, resign nor by act or omission effect or facilitate a change to its status as the sole trustee of that trust.

## 19 GST

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### 19.1 Interpretation

Terms defined in the GST Law have the same meanings in this clause 19, unless provided otherwise in clause 1.1.

### 19.2 Adjustment for GST

- (a) Unless expressly included, the consideration for any supply under or in connection with this agreement does not include GST.
- (b) To the extent that any supply made by the Contractor under or in connection with this agreement is a taxable supply, the consideration for that supply is increased by an amount equal to the amount of that consideration (or its market value) multiplied by the rate at which GST is imposed in respect of the supply.

### 19.3 Tax Invoices and Adjustment Notes

The Contractor must issue a Tax Invoice or Adjustment Note to Wilson Security in respect of the supply to which the GST relates in accordance with clause 5.2.

### 19.4 Reimbursements

Costs required to be reimbursed or indemnified under this agreement must exclude any amount in respect of GST included in the costs for which an entitlement to claim an input tax credit arises.

### 19.5 RCTI Agreement

If Wilson Security requires it, the Contractor must promptly enter into an RCTI Agreement.

### 19.6 RCTIs

Once the Contractor and Wilson Security have executed the RCTI Agreement, the Contractor and Wilson Security agree that:

- (a) Wilson Security may issue Recipient Created Tax Invoices in respect of any taxable supply made under or in connection with this agreement;
- (b) any Recipient Created Tax Invoice must comply with the requirements in the GST Law and any ruling of the Australian Tax Office on such Tax Invoices (with any adjustment note issued by Wilson Security being a 'Recipient Created Adjustment Note' in accordance with them);
- (c) Wilson Security must, following the issue of a payment under clause 5.3, deliver to the Contractor a Recipient Created Tax Invoice; and
- (d) the Contractor must not issue a Tax Invoice or adjustment note in respect of a supply made under this agreement for which a Recipient Created Tax Invoice will be issued.

### 19.7 Registration

The Contractor represents and warrants to Wilson Security that the Contractor is registered for GST on the date of this agreement and will:

- (a) remain so whilst the Contractor provides the Services; and
- (b) will promptly notify Wilson Security if it ceases to be registered.

## 20 Intellectual Property

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### 20.1 Ownership

The Contractor acknowledges and agrees that at all times all Intellectual Property created by or on behalf of Wilson Security, whether under this agreement or otherwise, is owned by Wilson Security.

## 21 Confidentiality

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### 21.1 Obligation of confidentiality

- (a) Without prejudice to any obligation of confidence which the law may impose on the Contractor, the Contractor must, in relation to all Confidential Information provided by Wilson Security or otherwise obtained by the Contractor during the term of this agreement:
  - (1) use the Confidential Information solely to carry out the Services pursuant to this agreement;
  - (2) keep the Confidential Information secure and confidential at all times;
  - (3) disclose the Confidential Information only to persons:
    - (A) who need to know the Confidential Information to carry out functions or obligations for Wilson Security; or
    - (B) who are authorised by Wilson Security to obtain the Confidential Information;
  - (4) not copy, duplicate or otherwise reproduce any documents containing the Confidential Information except as is necessary in fulfilling the Services pursuant to this agreement;
  - (5) ensure the confidentiality of the Confidential Information; and
  - (6) comply with all reasonable instructions given to the Contractor from time to time by Wilson Security regarding the protection of the Confidential Information.
- (b) The Contractor must ensure that each of its Personnel, directors, officers, employees or agents who will have access to the Confidential Information, keeps that information confidential.
- (c) Following termination of this agreement, the Contractor must:
  - (1) not use the Confidential Information at all;
  - (2) not disclose the Confidential Information at all to any person except as may be authorised in writing by Wilson Security;
  - (3) ensure that any originals and any copies or extracts of the Confidential Information are returned to Wilson Security or appropriately destroyed and in any event are kept confidential;
  - (4) if the Contractor has copied any Confidential Information to a computer disk (including a hard disk) or any similar electronic storage medium, permanently delete any such copy or record; and
  - (5) sign, execute or otherwise deal with any document necessary to give effect to this clause 21.

**21.2 Acknowledgment**

The Contractor acknowledges that a breach of the obligations under this clause 21 will be considered a serious breach of this agreement.

**21.3 Survival**

The Contractor's obligations under this clause 21 survive the termination or expiry of this agreement and continue on indefinitely.

**22 Termination****22.1 Termination by Wilson Security**

This agreement may be terminated by Wilson Security:

- (a) at any time (including during the Initial Term) by giving 30 days' notice to the Contractor (Wilson Security may exercise its right to terminate under this clause 22.1(a) in its absolute and unfettered discretion and obligations of good faith and/or reasonableness shall not apply to Wilson Security in respect of its exercise of such right); or
- (b) with notice if:
  - (1) the Contractor breaches this agreement and, in Wilson Security's reasonable opinion, the breach:
    - (A) cannot be remedied; or
    - (B) can be remedied, but the Contractor does not remedy it within 5 Business Days after Wilson Security gives the Contractor notice of the breach;
  - (2) there is a failure by the Contractor to meet the KPIs over three [3] successive months;
  - (3) the Contractor enters into, or resolves to enter into, any arrangement, composition or compromise with, or assignment for the benefit of, its creditors or any class of them;
  - (4) the Contractor ceases, or threatens to cease, to carry on business;
  - (5) a receiver, receiver and manager, administrator, trustee or similar official is appointed over any of the Contractor's assets or undertakings, an application or order is made for the winding up or dissolution of the Contractor, or a resolution is passed or any steps are taken to pass a resolution for the winding up or dissolution of the Contractor, except for the purpose of an amalgamation or reconstruction which has Wilson Security's consent; or
  - (6) the Contractor fails to take out or maintain the insurances required under clause 14.

**22.2 Wilson Security's obligations on termination**

If Wilson Security terminates this agreement under clause 22.1, Wilson Security is only liable for payment for the Services provided to the date of termination.

**22.3 Contractor's obligations on termination**

On termination of this agreement, the Contractor must, within seven days, return to Wilson Security all property of Wilson Security and other things used by Wilson, including:

- (a) all Confidential Information;
- (b) all other books, documents, papers, materials, software and keys in the Contractor's possession;

- (c) all Uniforms in accordance with clause 7.2(c); and
- (d) all Forms of Access to premises owned by Customers and any identification cards.

## **23 Wilson Security's Systems**

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### **23.1 No necessary access to or use of Wilson Security's Systems**

Wilson Security need not permit the Contractor to access or use Wilson Security's Systems or any Technical Information but if Wilson Security does so the following provisions of this clause 23 apply.

### **23.2 Licence to use Wilson Security's Systems**

If Wilson Security permits the Contractor or its Personnel to access or use Wilson Security's Systems or any Technical Information:

- (a) Wilson Security grants to the Contractor a non-exclusive licence for the Contractor and its Personnel to use Wilson Security's Systems and Technical Information solely to provide the Services and for no other purposes (Wilson Security's Systems Licence);
- (b) Wilson Security may terminate, or suspend from time to time, the Wilson Security's Systems Licence and the Contractor's and its Personnel's access to or use of Wilson Security's Systems for any reason Wilson Security determines without need to give the Contractor any notice;
- (c) the Contractor must, and must ensure that its Personnel must, use Wilson Security's Systems and Technical Information in accordance with Wilson Security's Systems Policies as Wilson Security notifies to the Contractor from time to time; and
- (d) the Contractor must not, and must ensure that its Personnel do not:
  - (1) take any steps to challenge or prejudicially affect any of Wilson Security's rights (including to ownership), including any Intellectual Property Rights in respect of Wilson Security's Systems or the Technical Information;
  - (2) assert there exists any Encumbrance in respect of, or any other right to payment (however levied) in respect of, Wilson Security's Systems, the Technical Information, or any Intellectual Property in respect thereof or thereto; and
  - (3) delete or remove any copyright or other notices contained within or relating to Wilson Security's Systems or the Technical Information,
  - (4) or attempt to do so.

### **23.3 Permitted disclosures**

The Contractor may, to the extent necessary:

- (a) use any Technical Information to comply with the Contractor's Obligations; and
- (b) disclose any Technical Information to its Personnel, but only to those who have a specific need to access that Technical Information and then only to the extent they need it for the purpose of complying with the Contractor's Obligations, and the Contractor must limit, so far as is reasonably possible, the number of its Personnel who have access to the Technical Information.

**23.4 Control and responsibility**

- (a) The Contractor must initiate, establish and maintain effective systems for the safe custody, control and protection of any of the Technical Information which is reduced to a written form or other form capable of physical expression, visible reading or reproduction and to prevent and prohibit the making of copies of the Technical Information except as permitted by this agreement.
- (b) The Contractor:
  - (1) must not, and must ensure that its Personnel do not, at any time and in any capacity whatsoever, use the Technical Information in any manner or derive any personal benefit from the Technical Information or from its use or application;
  - (2) ensure and procure each of its Personnel complies with the provisions of this clause 23 as if expressly named in this agreement as a party to it; and
  - (3) acknowledges that any disclosure or use of any Technical Information by its Personnel otherwise than as permitted by this agreement will be deemed to be:
    - (A) a breach by the Contractor of the provisions of this agreement; and
    - (B) a failure by the Contractor to comply with the Contractor's Obligations.

**23.5 Disabling Code**

The Contractor must, and must ensure that the Contractor Persons must:

- (a) not insert or activate; and
- (b) not permit any other person to insert or activate,

any Disabling Code at any time, including upon expiry or termination of this agreement.

**23.6 Intellectual Property**

All Intellectual Property in respect of or relating to Wilson Security's Systems and the Technical Information or either is, and remains, Wilson Security's property.

**23.7 Acknowledgements**

The Contractor acknowledges that all Technical Information:

- (a) that may from time to time be in the Contractor's or any of its Personnel's possession is Wilson Security's valuable property and must remain at all times confidential, secure and Wilson Security's sole and exclusive property; and
- (b) disclosed or that will be disclosed to the Contractor or its Personnel by Wilson Security is on the basis that the Contractor and all its Personnel must comply strictly with the provisions of this clause 23.

**23.8 Termination**

If:

- (a) this agreement expires or terminates for any reason, the Wilson Security's Systems Licence terminates automatically without need for any notice; or
- (b) the Wilson Security's Systems Licence is terminated or suspended for any reason, the Contractor must, and must ensure that its Personnel must, immediately:



- (1) cease to access and use Wilson Security's Systems and the Technical Information; and
- (2) return to Wilson Security or delete as Wilson Security directs, all original documents and copies (including in electronic form) in the Contractor's or its Personnel's possession, or custody or under its or their control which comprise, contain, reproduce, are based on, utilise or relate to Wilson Security's Systems or the Technical Information.

## 24 General

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### 24.1 Costs and expenses

Each party will pay its own costs and expenses in connection with the preparation of this agreement.

### 24.2 Governing law and jurisdiction

- (a) This agreement is governed by the laws of the state of Victoria, Australia.
- (b) Each party irrevocably submits to the non-exclusive jurisdiction of courts exercising jurisdiction in Victoria and courts of appeal from them in respect of any proceedings arising out of or in connection with this agreement. Each party irrevocably waives any objection to the venue of any legal process in these courts on the basis that the process has been brought in an inconvenient forum.

### 24.3 Assignment and subcontracting

- (a) The Contractor must not assign its rights and obligations under this agreement without the written consent of Wilson Security.
- (b) Wilson Security may assign its rights and obligations under this agreement at any time without the Contractor's consent.
- (c) Unless Wilson Security first approves of it in writing, the Contractor must not subcontract any work or the performance of any of the Contractor's obligations in any way arising out of, relating to or connected with this agreement or the Services.
- (d) The Contractor must supply Wilson Security with a copy of any subcontract (unpriced, unless Wilson Security is paying for the relevant work on a cost reimbursable basis) if directed to do so by Wilson Security.
- (e) The Contractor's liability and obligations under this agreement are not lessened or otherwise affected by subcontracting any work or the performance of any of the Contractor's obligations in any way arising out of, relating to or connected with this agreement or the Services, and the Contractor is liable to Wilson Security for the acts and omissions of any subcontractor as if they were acts and omissions of the Contractor.

### 24.4 Entire agreement

This agreement supersedes all previous agreements in respect of its subject matter and embodies the entire agreement between the parties.

### 24.5 Notices

Any notice or other legal communication to or by a party to this agreement:

- (a) must be in legible writing and in English and addressed as shown in Item 8 of Schedule 1.
- (b) Any notice or other communication is deemed to be given and received:



- (1) if delivered to the authorised person's address on the day of delivery if a Business Day, otherwise on the next Business Day;
- (2) if sent by pre-paid post, on the 3rd Business Day after posting; and
- (3) if sent by facsimile or electronic mail, and a correct, complete and successful transmission report is received, on the day of transmission if a Business Day, otherwise on the next Business Day.

#### 24.6 Schedules

- (a) This provision of services agreement incorporates the content of the following three Schedules:
  - (1) Schedule 1 – Details,
  - (2) Schedule 2 – KPIs, and
  - (3) Schedule 3 – Services and Annexure 1 through to 11.
- (b) Both parties understand that from time to time the details contained in these Schedules may require updating. Any such change to the Schedules must be agreed to in writing by both parties.
- (c) Any change made to the Schedules in accordance with clause 24.6(b) which purports to alter the parties to this agreement, Commencement Date or Initial Term will have no effect.

## Schedule 1 – Details

Item 1	Commencement Date: (clause 2.1)	1 September 2016
Item 2	Initial Term: (clause 2.1)	1 year, 2 months including the end date 31 October 2017
Item 3	Uniforms: (clause 7.2)	<p>While performing the Services, the Contractor's Personnel will wear Wilson Security uniforms. The cost of these uniforms will be borne by Wilson Security on Initial Issue. Wilson Security will provide the Contractor with the following items of clothing every 6 months:</p> <p>Uniform Trousers - 2 only  Uniform Shifts - 3 only  Safety Boots/shoes - 1 pair only  Soft Hat or Cap - 1 only  Rain Jacket or Poncho - 1 only  First Aid Kit - 1 only  Belt – 1  Hook Knife - 1 only on induction not routinely replaced.</p> <p>The Contractor is required to maintain a register of issues of uniforms to personnel.</p> <p>Replacements or new issues outside the above requirements will be subject to a charge to the Contractor.</p>
Item 4	Fee: (clause 5.1)  (all Fees to be shown excluding GST).	As per Item 10 Schedule of Fees
Item 5	Insurances: (clause 14.1)	<p>(a) Workers' Compensation Insurance in accordance with the applicable Law in each State in which the Services are to be provided;</p> <p>(b) Public Liability Insurance for an amount not less than minimum permitted is \$10mil.</p> <p>(c) Motor Vehicle Third Party Property Damage (and if required by clause 14, Third Party Bodily Injury) Insurance on terms reasonably acceptable to Wilson Security;</p> <p>(e) Professional indemnity insurance for an amount not less than minimum permitted is \$5mil.</p>

Item 6	Key Personnel	<p><b>Senior Managers:</b></p> <p>Wilson Security: s. 22(1)(a)(ii) [REDACTED]</p> <p>Contractor: s. 22(1)(a)(ii) [REDACTED]</p> <p><b>Operational Managers:</b></p> <p>Wilson Security: s. 22(1)(a)(ii) [REDACTED]</p> <p>Contractor: s. 22(1)(a)(ii) [REDACTED]</p>
Item 7	State	Independent State of Papua New Guinea
Item 8	Notices (clause 24.5)	<p>If to Wilson Security:</p> <p>Address: Level 16, Melbourne Central Tower, 360 Elizabeth Street, Melbourne, Vic., 3000.</p> <p>Attention: s. 22(1)(a)(ii) [REDACTED]</p> <p>Facsimile: s. 22(1)(a)(ii) [REDACTED]</p>
		<p>If to the Contractor:</p> <p>Address: Park Tower Annex Hunter Street</p> <p>Attention: s. 22(1)(a)(ii) [REDACTED]</p> <p>Email: s. 22(1)(a)(ii) [REDACTED]</p>
Item 9	Contractor Specifics	<p>Legal Name: Pomwan Paladin Security Ltd</p> <p>Trading Name: Pomwan Paladin Security</p> <p>Company Number 1-101888</p> <p>Director #1: s. 22(1)(a)(ii) [REDACTED]</p> <p>Director #2: s. 22(1)(a)(ii) [REDACTED]</p> <p>Director #3: s. 22(1)(a)(ii) [REDACTED]</p> <p>Company Secretary: s. 22(1)(a)(ii) [REDACTED]</p> <p>Registered Address: Level 3, Defence Haus Sect 3 Allotment 26 Corner Hunter &amp; Champion Pde, Port Moresby, National Capital District, Papua New Guinea.</p> <p>Operational Base Address: East Lorengau, Manus Island, Papua New Guinea</p>

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Item 10 Schedule of Fees

Item	Description	Qty	Unit of Measure	Rate (PGK)	
<b>1.0</b>	<b>Management Team</b>			<b>s. 47(1)(b)</b>	
1.1	Project Manager	1	Day		
1.2	Community Relations Manager	1	Day		
<b>2.0 Admin Support – Provided by Pomwan</b>					
2.1	Admin Cell & Management Fee	1	Day		
<b>3.0 Guard Force – Site Security Per Shift</b>					
3.1	Ops Manager – Guard Force - Day	1	12 hour shift		
3.2	Ops Manager – Guard Force - Night	1	12 hour shift		
3.3	Site Security Supervisor	1	Hours		
3.4	Guard Supervisor	7	Hour		
3.5	Guard	23	Hour		
<b>4.0 Life Support – Provided By Wilsons</b>					
4.1	Accommodation & Rations	1 Project Manager on rotation			
4.2	Expat Flights	Ex Brisbane or equivalent cost			
4.3	Logistic support	As required			
4.4	Medical evacuation (Non-Manus)	Per Wilson Expatriate			
4.5	Meal during shift for guard force	Daily			
4.6	Training venue for training course	As Required estimated 1-2 times per year			
4.7	Fuel	As Required			

## Schedule 2 – KPIs

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The Parties, together with Wilson Security, will jointly develop and agree on Key Performance Indicators as soon as possible after and in any event **within 8 weeks** of, the Commencement Date

## Schedule 3 - Services

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## Annexure 1 - DEFINITIONS

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### ANNEXURE 1 – DEFINITIONS

**Agreement** means this Subcontract Agreement General Terms and Conditions, and all Annexures (including all terms and documents referenced therein).

**Annexures** means all the annexures to this Agreement.

**Anti-Bribery Laws** means the United States Foreign Corrupt Practices Act of 1997, the United Kingdom Bribery Act 2010, the Australian Criminal Code Act of 1995, any law which relates to anti-bribery and corruption in PNG, and all other applicable national, regional, provincial, municipal or local laws and regulations that prohibit the bribery of, or the providing of any unlawful gratuities, facilitation payments or other benefits to, any Government Official or any other person.

**Auditor** means any such person nominated by Wilson Security to be the auditor and as notified by Wilson Security to the Subcontractor from time to time.

**Australian Privacy Principle** has the same meaning as it has in the Privacy Act 1988 (Cth).

**Australian Standards** means standards relevant to the Subcontractors' performance of the Services, as approved by the Council of, and published from time to time by, Standards Australia International Limited (ACN 087 326 690), trading as Standards Australia, or any successor body.

**Authorisation** includes any approval, agreement, certificate, authorisation, code of conduct, government policy, consent, exemption, filing, licence, notarisation, permit, registration, waiver, compliance report or environmental consent by any Government Agency required under any laws, and includes any renewal of, or variation to, any of them;

**Authority** is any government department, local government council, government or statutory authority or other body, which has a statutory right to impose a requirement or whose consent is required with respect to any aspect of the Services.

**Broadspectrum** is the party formerly known as Transfield Services on the first page of the Head Contract.

**Business Day** means a day that is not a Saturday, Sunday or gazetted public holiday in Papua New Guinea;

**Certificate of Compliance** means a current and valid and certificate of compliance (Form C3) issued under the Income Tax Act 1959 of PNG (ITA59).

**Change of Control** means that any person or persons who does not own the Subcontractor (or a majority of it) at the date of this Agreement, acquires such ownership (or any interest in the Subcontractor) at any time hereafter.

**Code of Conduct** means the code(S) of conduct provided by Broadspectrum to the Contractor (including any Department code of conduct) that outlines expectations and guidelines regarding the conduct of the Subcontractor and its Personnel and any revisions to that code(s) as provided from time to time;

**Commencement Date** means the date referred to in Item 1 of Schedule 1;

**Commonwealth** means the Commonwealth of Australia.

**Commonwealth Material** means any Material:

- (a) provided by the Commonwealth to Broadspectrum for the purposes of the Head Contract ; or
- (b) derived at any time from the Material referred to in paragraph a.

**Confidential Information** means all and any confidential information relating to the business of Wilson Security and that of Customers and includes:

- (a) related to the Services; or



- (b) designated by Wilson Security or Broadspectrum as confidential,
- (c) any document, book, account, process, computer program, patent, specification, drawing, design, notes, formula, plans, drawings, designs, models, trade secrets and includes any of the aforesaid which may be oral, written, stored in electronic form, translated from original form, re-compiled, copied, made into a compilation or altered from original form. or know-how of Wilson Security;
- (d) all software owned or licensed by Wilson Security;
- (e) all analyses, compilations, data, studies and reports of Wilson Security;
- (f) technical details of any work undertaken by Wilson Security;
- (g) details of all contracts, projects or work being undertaken by or involving Wilson Security or a Customer;
- (h) details of all internal management practices and procedures of Wilson Security;
- (i) details of the finances of Wilson Security or a Customer;
- (j) the Fee, benefits and other payments made by Wilson Security to the Contractor;
- (k) details of any products developed by Wilson Security; and
- (l) details of all marketing strategies, customer information and sales databases of Wilson Security;
- (m) but does not include information which is lawfully in the public domain;

**Consequential Loss** includes the following:

- (a) loss of contract;
- (b) loss of business opportunity;
- (c) loss of profit;
- (d) loss of production;
- (e) loss of revenue;
- (f) loss of goodwill;
- (g) loss of business reputation, future reputation or damage caused by adverse publicity;
- (h) damage to credit rating;
- (i) any economic loss;
- (j) loss or denial of opportunity (not confined to business opportunity);
- (k) loss of use;
- (l) loss of cost savings;
- (m) loss in connection with claims made by third parties; and
- (n) loss of sales;

**Contract Material** means any Material:

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

**Contractor's Obligations** means all of the liabilities, obligations and requirements imposed or assumed by the Contractor under this agreement, or in any way arising out of, relating to or in any way connected with;

- (d) this agreement;
- (e) the Services; or
- (f) performing the Services;

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

**Customer** means a customer or client of Wilson Security;

**Department** means the Commonwealth of Australia as represented by any department, agency or authority of the Commonwealth which is from time to time responsible for administering the Head Contract.

**Disabling Code** means any virus, bomb, trojan horse, or computer programming code, including source and object code, or other thing which would or might have the effect of disrupting, impairing, disabling or otherwise adversely affecting, shutting down Wilson Security's Systems or denying Wilson Security access to or use of Wilson Security's Systems;

**Documentation** means all documentation, which the Subcontractor is required to produce in accordance with this Agreement including plans, drawings, specifications, calculations, models, equipment, information, and data stored by any means but does not include any such documentation that was created before this Agreement.

**Eligible Services** means any of the services set out in Annexure 4.

**Encumbrance** means an interest or power:

- (a) created or otherwise arising in or over any interest in any asset under a bill of sale, mortgage, charge, lien, pledge, option, lease, licence, trust or power; or
- (b) by way of security for the payment of a debt, any other monetary obligation or the performance of any other obligation,
- (c) and includes all rights in favour of any third party and any agreement to grant or create any of the above.

**Environment** means:

- (a) ecosystems and their constituent parts, including people and communities;
- (b) all natural and physical resources;
- (c) the qualities and characteristics of locations, places and areas, that contribute to their biological diversity and integrity, intrinsic or attributed scientific value or interest, harmony and sense of community; and
- (d) the social, economic, aesthetic and cultural conditions that affect or are affected by things mentioned in paragraphs (a), (b) and (c).

**Excusable Performance Failure Event** means any Force Majeure Event.

**Fee** means the relevant rate(s) specified in Item 4 of Schedule 1.

**Force Majeure Event** is any of the following:

- (a) a fire, flood, earthquake, pandemic, elements of nature or other acts of God;
- (b) war, unrest, or other state of armed hostilities, national emergency, coup or Government shutdown, embargo or action by customs ;
- (c) unavailability of essential services such as air transport, electricity, gas or water for more than 48 hours;
- (d) a restraint by any government agency in a Regional Processing Country,

- (e) other than as a result of the acts or omissions of the Subcontractor or its employees, agents or subcontractors which prevents or delays the performance of this Agreement by the Subcontractor.

**Foreign contractor** means a person who is a party to a prescribed contract and is not a resident of PNG or a person (other than a company) who is ordinarily resident in PNG.

**Forms of Access** has the meaning given in clause 8.1(a);

**Good Industry Practice** means:

- (a) the exercise of that degree of skill, diligence, prudence and foresight that would be reasonably expected from a reputable and prudent person in providing works and services similar to the Contractor's Obligations and under conditions comparable to those applicable to the Contractor's Obligations;
- (b) in compliance with applicable standards and codes, being the standards and codes specified in agreement or, if this agreement does not specify the applicable standards and codes, those standards and codes as would ordinarily be applied in the circumstances; and
- (c) in compliance with applicable Laws;

**Governing Law Jurisdiction** means the laws of the jurisdiction outlined in [Annexure 2](#).

**Government Agency** means any government or any governmental, semi-governmental, administrative, fiscal, judicial or quasi-judicial body, department, commission, authority, tribunal, local government, Minister of the Crown, agency, entity or Parliament;

**Government Official** means any official or employee of any government, or any agency, ministry, department of a government (at any level), person acting in an official capacity for a government regardless of rank or position, official or employee of a company wholly or partially controlled by a government (for example, a state owned oil company), political party and any official of a political party; candidate for political office, officer or employee of a public international organisation, such as the United Nations or the World Bank, or immediate family member (meaning a spouse, dependent child or household member) of any of the foregoing.

**GST** means a goods and services tax or similar value added tax levied or imposed in Papua New Guinea pursuant to the GST Law or otherwise on a supply;

**GST Law** means the law applying to the taxation of goods and services under A New Tax System (Goods and Services Tax) Act 1999 (Cth);

**Incident** means an activity which threatens, harms or impacts, or has the potential to threaten, harm or impact upon:

- (a) the welfare of Transferees;
- (b) the good order, safety or security of a Site;
- (c) the success of escort/transfer activities; or
- (d) immigration processing.

**Initial Term** means the period referred to in Item 2 of Schedule 1;

**Intellectual Property** means all intellectual property rights existing anywhere in the world including any Confidential Information, patent or design (whether registered or not), invention, improvement, development, trade name, logo, copyright, trade mark, trade secrets or other right whether existing under statute, at common law or in equity;

**Insolvent** means with respect to the Subcontractor that:

- (a) it is (or states that it is) insolvent (as defined in the Corporations Act);
- (b) it has a Controller (as defined in the Corporations Act) appointed to any part of its property;

- (c) it is in receivership, in receivership and management, in liquidation, in provisional liquidation, under administration or wound up or has had a receiver appointed to any part of its property;
- (d) it is subject to any arrangement, assignment, moratorium or composition, protected from creditors under any statute, or dissolved (other than to carry out a reconstruction or amalgamation while solvent on terms approved by Broadspectrum);
- (e) an application or order has been made (and, in the case of an application, it is not stayed, withdrawn or dismissed within 30 days), resolution passed, proposal put forward, or any other action taken, in each case in connection with the Subcontractor, which is preparatory to or could result in any of the circumstances detailed in any of paragraphs (a), (b), (c) or (d) above;
- (f) it is taken (under section 459(F)(1) of the Corporations Act) to have failed to comply with a statutory demand;
- (g) it is the subject of an event described in section 459(C)(2)(b) or section 585 of the Corporations Act (or it makes a statement from which Broadspectrum reasonably deduces it is so subject);
- (h) it is otherwise unable to pay its debts when they fall due;
- (i) something having a substantially similar effect to any of the circumstances detailed in any of paragraphs (a) to (h) above happens in connection with the Subcontractor under the Law of any jurisdiction; or
- (j) it is (or states that it is) bankrupt.

**Insurances** means the insurances set out in Schedule One

**Item** means a numbered item in Schedule 1;

**Key Personnel** means the Subcontractor Personnel specified under clause 3 of the Special Conditions as Key Personnel.

**KPIs** means the key performance indicators specified in Part A of Schedule 3;

**Laws** means all applicable present and future laws including:

- (a) any applicable laws, including those applicable in PNG and those Australian laws that are applicable to the Services or the Site including regulations, by-laws or other legislation;
- (b) common law and equity; and
- (c) all applicable Commonwealth policies as notified to the Subcontractor from time to time; and
- (d) relevant Authorities' requirements.
- (e) principles of law or equity;
- (f) standards, codes and guidelines; and
- (g) fees, rates, taxes, levies and charges payable in respect of those things referred to in paragraphs (a) to (d) inclusive of this definition,
- (h) whether or not existing at the date of this agreement;

**Maintenance** means work that maintains the functionality to applicable performance specifications (or where there are no specifications, to reasonable, safe operating standards) of the Site and includes preventative maintenance, repairs, replacement of lost or damaged items, refurbishment and restoration of work;

**Material** means anything in relation to which Services Intellectual Property rights arise.

**Migration Act** means the Migration Act 1958 (Cth).

**Moral Rights** means the following non-proprietary rights of authors of copyright Material:

- (a) the right of attribution of authorship;
- (b) the right of integrity of authorship; and
- (c) the right not to have authorship falsely attributed.

**Non-resident** means a person who is not a resident of PNG as defined in the Income Tax Act 1959 of PNG (ITA59).

**Official Information** means any information developed, received or collected by or on behalf of the Commonwealth to which the Subcontractor gains access under or in connection with this Agreement and the terms of this Agreement.

**Official Resources** is as defined in clause 7.1 of the Special Conditions of this Agreement.

**Open Access Licence** means a licence to the public on broad open access terms that allows any member of the public to perform a wide range of acts in respect of the material subject to certain restrictions. An Open Access Licence includes any Department or Australian Government open access licence and any Creative Commons Attribution licence (see <http://creativecommons.org.au/learn-more/licences>).

**Parties** means Wilson Security and the Contractor (as defined on the first page of the Provision of Services Agreement).

**Payment Period** means the payment period stated in Annexure 2.

**Payment Term** means the payment term stated in Annexure 2.

**Personnel** means:

- (a) in relation to the Contractor - any natural person who is an officer, employee, agent or professional advisor of the Subcontractor or of its subcontractors;
- (b) in relation to Wilson Security - any natural person, other than a person referred to in paragraph a, who is an officer, employee, agent or professional advisor of Wilson Security; and
- (c) in relation to the Department - any natural person, other than a person referred to in paragraph a, who is an officer, employee, agent, contractor or professional advisor of the Commonwealth.

**Performance Management Framework** means the Performance Management Framework developed in accordance with clause 6.1 of Annexure 7 (Special Conditions).

**PNG GST** means a tax charged at 10% (or such other rate as may be charged from time to time) on goods and services supplied in PNG and imposed under the PNG GST Act.

**PNG GST Act** means the Goods and Services Tax Act 2003 of PNG.

**PNG Taxable Supply** means a supply of goods and services in PNG which is charged with tax pursuant to Section 8, including tax charged at the rate of zero percent under Section 19, 20, 21 or 23 of the PNG GST Act.

**PNG Workers Compensation Law** means the Workers' Compensation Act 1978, the Workers Compensation Regulation 1983, or any act or regulation which amends or replaces them or any other Act or Regulation or Instrument with the force of law in PNG which relates to this subject matter.

**Prescribed contract** means a contract or subcontract for Prescribed Purposes under Section 196A of the Income Tax Act 1959 of PNG (ITA59).

**Prescribed Purposes** means purposes for or in connection with—

- (a) the installation, maintenance or use in PNG of substantial equipment or substantial machinery; or
- (b) the construction in PNG of structural improvements or other works, including—

- (c) the construction of roads, including bridges, culverts or similar works forming part of a road; and
- (d) the erection of buildings, fences or similar improvements; and
- (e) the clearing or draining of land; and
- (f) the construction of ports or port facilities; and
- (g) the construction of facilities for the provision of water, light, power or communication; and
- (h) the provision or improvement of transport facilities of any kind; or
- (i) the use of, or right to use, in PNG, any industrial, commercial or scientific equipment including any machinery or apparatus or appliance, whether fixed or not, and any vehicle, shipping vessel or aircraft; or
- (j) the provision in PNG of professional services or services as an adviser, consultant or manager, including services in conjunction with the purposes set out in Paragraphs (a), (b) or (c) of this definition.

**Principal** means the principal so named in Annexure 2.

**Refugee** means a person who has been granted official refugee status by the relevant Regional Processing Country by the local authorities (as authorised by the country's law);

**Regional Processing Country** means a country designated by the Minister for Immigration and Citizenship, acting under subsection 198AB (1) of the Migration Act as a regional processing country.

**Resident** means a Refugee or Transferee that is accommodated on a Site (which relevantly includes Manus Island Regional Processing Centre) except for any Settlement Site Resident Refugee;

**RCTI Agreement** means an agreement in the form provided by Wilson Security to be entered into between the Contractor and Wilson Security pursuant to which the Contractor agrees with Wilson Security that Wilson Security will issue Recipient Created Tax Invoices in respect of the Services under this agreement.

**Recipient Created Tax Invoice (or RCTI)** has the meaning prescribed in the GST Law;

**Register** means any register that the Contractor must maintain under this agreement;

**RPC legislation** means:

- (a) Constitution of the Independent State of Papua New Guinea;
- (b) Criminal Code Act 1974 (PNG); and
- (c) Migration Act 1978 (including amendments under the Migration (Amendment) Act 2015 passed on or about 28 May 2015) (PNG).

**RPC Sites** means the "Site" as defined under this Agreement and the "Site" as defined under the Nauru Agreement.

**Safe System of Work** means to:

- (a) provide and maintain all Workplaces, plant and systems of work so that as far as practicable persons, including employees, are not exposed to hazards;
- (b) provide such information, instruction, training to and supervision of employees as necessary to perform their work in such manner that they are not exposed to hazards;
- (c) consult and co-operate with health and safety representatives, employees and any other persons at any Workplace regarding occupational health, safety and welfare at the Workplace;
- (d) where it is not practicable to avoid the presence of hazards at any Workplace, provide employees free of charge with such adequate



personal protective clothing as is practicable to protect them against those hazards; and

- (e) make arrangements for ensuring, as far as is practicable that:
- (f) the use, cleaning, maintenance, transportation and disposal of plant; and
- (g) the use, handling, processing, storage, transportation, and disposal of substances,
- (h) at any Workplace is carried out in a manner such that employees and other persons at the Workplace are not exposed to hazards;

Security means the security so detailed in Annexure 2

**Security Interest** is any bill of sale (as defined in any Law), mortgage, charge, lien, pledge, hypothecation, title retention arrangement, trust or power, as or having effect as a security for the payment of any monetary obligation or the observance of any other obligation.

**Serious Breach** means where the Subcontractor:

- (a) breaches clauses 3.2, 3.5, 3.3, 8, or 12 of this Agreement;
- (b) materially breaches clauses 2.1, 3.4 or 15 of this Agreement;
- (c) breaches clause 3.2.2 of Annexure 7;
- (d) breaches any of TBroadspectrum' Mandatory Safety Rules as set out in Annexure 12; or
- (e) engages in any dishonest or fraudulent activity.

**Services** means making available the Personnel and any required equipment, as and when requested by Wilson Security, for the performance of the duties described in Schedule 2 and any other duties agreed by the parties in writing from time to time, and the performance of those duties using the Personnel;

**Services Intellectual Property** comprises artistic works, copyright moral rights (as described in the Berne Convention for the Protection of Literary and Artistic Works 1886), literary services, designs, trademarks, trade secrets, patents, inventions, discoveries, improvements to existing inventions or processes and novel designs whether or not registrable as designs or patents throughout the world including any developments or improvements to equipment, technology, methods, processes or techniques created or developed by, or on behalf of, the Subcontractor arising out of the performance of the Services including in relation to the Documentation

**Settlement Site Resident Refugee** means a Refugee currently accommodated at (or that is in the future to be accommodated at) the Settlement Sites in East Lorengau in PNG or any new settlement sites that Broadspectrum may request services for Refugees;

**Site** means the location outlined in Annexure 2 and if another site is established on Manus Island (PNG) and notified to the Subcontractor, will also include reference to the other site.

**Special Conditions** means the terms referred to in clause 15 (as contained in Annexure 7) of this Agreement.

**State** means the State or Territory of the Commonwealth of Australia referred to in Item 7 of Schedule 1;

**Subcontractor** means the party defined as the Subcontractor on the first page of the Subcontract Agreement General Terms and Conditions.

**Suspect Benefit** means any payment, gift, promise or other advantage, whether directly or through any other person or entity, to or for the use or benefit of any Government Official or any person where such payment, gift, promise or other advantage would (1) comprise a facilitation payment; and/ or (2) violate the Anti-Bribery Laws. It will not include a benefit which is of a modest or insignificant value, and is proper, reasonable and lawful to provide in the circumstances, and is unlikely to influence behaviour.

**Tax Invoice** has the same meaning as in the GST Law and includes any document or record treated by the Commissioner of Taxation as a tax invoice;



**Technical Information** means all or any part of the information from time to time available relating to the functions of Wilson Security's Systems;

**Term** means the term of this agreement as described in Clause 2;

**Transferee** means a person transferred to the Regional Processing Country (being in this Subcontract, PNG), in accordance with the Migration Act and, for the purposes of Services set out in this Agreement, includes:

- (a) Resident; and
- (b) Refugee, except in item 1A of Annexure 3 [Fees and Payments], Annexure 8 [ Services] and Annexure 9 [Performance Management Framework] where any reference to a 'Transferee' does not include a Settlement Site Resident Refugee;

**Transfield Services** means the party now known as Broadspectrum and defined as Transfield Services on the first page of the Head Contract.

**Unsafe Act** any act, omission or condition (including any breach or potential breach of any of the requirements set out in clause 6(b) that creates an actual or potential hazard or incident relating to safety, health or the environment, whether planned or unplanned;

**WHS Law** means all statutes, regulations, statutory instruments, subordinate legislation, codes of practice and standards (including those of the Commonwealth and of the location where the Services are being delivered) dealing with or relevant to health and safety in workplaces and of workers and others who may be affected by the carrying out of work and includes any approvals, permits, licences, directions or requirements of an authority exercising regulatory powers in respect of such matters.

**Wilson Security's Personnel** means Wilson Security's officers, employees, agents and contractors (other than the Contractor);

**Wilson Security's Systems** means a collection of electro-mechanical devices that work together to store, retrieve and manipulate data and information under control of a programme. The term includes computers known as mainframe computers, host computers, control systems, mini-computers, distributed computer environments, personal computers, laptop computers, workstations, personal data assistants and other similar devices (including smartphones and tablets). This term includes networking equipment, facilities and services that allow the transmission and/or receiving of data and information. This term also includes any software, programmes or applications owned or controlled by Wilson Security, or licensed to Wilson Security, regardless of the ownership of any device that they are installed on.

**Workplace** means any place or premises where the Services or any of them are, or are to be, provided.

## Annexure 2 – SPECIAL CONDITIONS

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**Security (see Special Conditions):** Refer to requirements in clause 13 of Annexure 7.

**Governing Law Jurisdiction (see clause 16.4):** The law of the Australian Capital Territory.

**Principal:** Commonwealth Department of Immigration and Border Protection

**Site (see Definitions - Annexure 1):** Manus Island (Papua New Guinea)

**Facilities and Assistance (if any)  
(Clause 2.2 of Special Conditions)  
provided by Wilson Security:**

- Wilson Security will arrange accommodation at or near the Site for nominated FIYO Contractor Personnel during roster-on periods at no cost to the Contractor.

Nominated FIFO Personnel
1 x Project Manager

## Annexure 3 - ASSUMPTIONS

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### 1. Monthly Fee

See Attached.

If the number of Transferees moves between capacity bands throughout the course of the month, the monthly fee will be applied on a pro-rata basis based on the number of calendar days in that month.

### 2. Assumptions in Relation to the Fee

- 2.1 Pricing is based on all bottled water requirements (during shift and including 2 x bottles after hours per person) being provided by Wilson Security
- 2.2 All uniform requirements by the Contractor being provided by Wilson Security
- 2.3 All Training requirements of the Contractor being provided by Wilson Security

### 3. Adjustment of Fee for Agreement extension

- 3.1 If Wilson Security extends this Agreement in accordance with clause 2.1(c) of the Agreement the Contractor may submit a single proposal to adjust the Fee (single proposal notwithstanding the number of extension periods exercised by Wilson Security).
- 3.2 The Contractor must submit the proposal to Wilson Security no later than 1 week after the date it receives notification from Wilson Security that it proposes to extend the Agreement.
- 3.3 The Parties will negotiate and finalise (in good faith) the proposed adjustment to the Fee prior to the commencement date of the extension to the Term.
- 3.4 Wilson Security will negotiate with the Contractor a reasonable adjustment in the Fee, with reference to any changes to relevant cost and price indices and PNG Kina exchange rate fluctuation between the Commencement Date and the commencement date of the extension to the Term.
- 3.5 If the Parties cannot agree upon a reasonable adjustment to the Fee in accordance with clause 2.4 above prior to the commencement date of the extension to the Term, a reasonable adjustment to the Fee will be determined (having regard to the matters set out in clause 2.4 above) in accordance with clause 14 of the Agreement terms to resolve any dispute regarding the amount of the adjustment of the Fee.

## Annexure 4 – ELIGIBLE SERVICES

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Eligible Services are any of the following work or services:

- building and construction, including repairs, painting, fitting of built-in furniture and any other building or construction activity;
- road transport of any goods or materials;
- repair or maintenance of any motor vehicle or any motor vehicle component, including painting, panel beating etc.;
- construction of any items of joinery which will become a fixture in any building;
- provision of architectural services
- provision of surveying services;
- provision engineering services;
- provision of cleaning services, including cleaning of buildings, offices, roads, parks, sporting venues, etc.;
- provision of security services;
- provision of advertising services,
- provision of entertainment of any kind;
- provision of sign writing services; and
- provision of professional services, including services as an advisor, manager or consultant.

## Annexure 5 - INSURANCES

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### Insurances

Schedule 1

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## Annexure 6 – INTELLECTUAL PROPERTY

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### A Not Used

### B. Moral Rights

(i) In this clause B:

Permitted Acts means any of the following classes or types of acts or omissions:

- a. using, reproducing, adapting or exploiting all or any part of the Documentation, with or without attribution or authorship;
- b. supplementing the Documentation with any other Material;
- c. using the Documentation in a different context to that originally envisaged; d. releasing the Documentation to the public under an Open Access Licence; but does not include false attribution of authorship.

(ii) The Contractor agrees:

- a. to obtain from each author a written consent which extends directly or indirectly to the performance of the Permitted Acts by Wilson Security or any person claiming under or through Wilson Security (whether occurring before or after the consent is given) and, on request, to provide the executed original of any such consent to Wilson Security; and
- b. to ensure that each author's attention is drawn to the Principal's general policies and practices regarding Moral Rights.

(iii) This clause B does not apply to any Commonwealth Material or Material of Broadspectrum incorporated in the Contract Material.

## Annexure 7 – CONTRACT OBJECTIVES

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### 1. General

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#### 1.1. Contract objectives

1.1.1. The primary objectives of the Subcontract are to:

- (a) provide open, accountable and transparent services to Transferees on the Site;
- (b) provide Transferees with a standard and range of operational and maintenance services that is the best available in the circumstances, and utilising facilities and personnel on the Site and that as far as possible (but recognising any unavoidable limitations deriving from the circumstances of the Site) is broadly comparable with services available within the Australian community;
- (c) provide the Services as set out in this Agreement.

#### 1.2. Cooperation

1.2.1. The parties acknowledge that the terms of this Agreement require them to reach agreement on a range of matters. The Subcontractor must take all steps necessary to prepare relevant documentation and respond to any documentation provided by Wilson Security in relation to these matters in a timely manner. For the avoidance of doubt and without limiting clauses 11.1 to 11.5 of the Subcontract General terms and Conditions, if notwithstanding this, the parties fail to reach agreement; Wilson Security may terminate this Agreement in accordance with clause 11.2 of the Subcontract General terms and Conditions.

#### 1.3. Memorandum of Understanding

1.3.1. The Contractor agrees not to permit any act or omission that causes or may cause the Commonwealth to be in breach of any Memorandum of Understanding with the Regional Processing Country in Papua New Guinea or with the related Administrative Arrangements.

#### 1.4. Transition-in

1.4.1. The Contractor acknowledges that it has been at the Site since the Commencement Date and has completed its transition-in process.

1.4.2. The Contractor acknowledges that where it has provided any of the Services prior to the date of this Agreement the Services have been provided in accordance with all the requirements of this Agreement from the Commencement Date.

#### 1.5. New Sites

1.5.1. Where a country is designated by the Minister for Immigration and Border Protection acting under subsection 198AB(1) of the Migration Act as a Regional Processing Country, Wilson Security may by written notice advise the Contractor to provide services similar to the Services at a site on that country ("**New Site**").

1.5.2. Where Wilson Security issues a notice under clause 1.5.1, the parties will promptly meet to negotiate amendments to this Agreement to provide for the provision of



services at the New Site. The parties acknowledge that, to the extent possible, the negotiations will be on the basis that the terms and conditions in this Agreement (including the Services and the fees) will apply to the provision of services at the New Site.

- 1.5.3. Once the negotiations have been finalised, the parties will vary this Agreement to include the New Site as a Site and the services provided at the New Site will be Services under this Agreement.

## **2. Services**

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### **2.1. Service obligations**

- 2.1.1. Annexure 8 of this Agreement set out the specific requirements for the Services to be performed on the Site. Wilson Security may request the Contractor to provide other services on terms to be agreed. Once agreed, the parties will amend this Agreement to incorporate the other services and the other services will be Services for the purposes of this Agreement.
- 2.1.2. The Contractor agrees to:
- (a) provide the Services and meet the requirements described in Annexures 8 of this Agreement;
  - (b) adopt relevant best practice, including any applicable Department, Commonwealth or industry standards and guidelines;
  - (c) Once agreed, implement and comply with the Performance Management Framework.

### **2.2. Facilities and assistance**

- 2.2.1. Wilson Security will arrange facilities and assistance for the Contractor as specified in Annexure 2 and such other facilities and assistance as agreed in writing between the Parties from time to time.
- 2.2.2. The Contractor acknowledges that:
- (a) it will be sharing some of the facilities referred to in clause 2.2.1 with other service providers and Wilson Security and Broadspectrum personnel and other contractors; and
  - (b) from time to time Wilson Security may require the Subcontractor to move out of part of the facilities or otherwise adjust the arrangements that apply to the access to the facilities.

The Subcontractor will cooperate with the other service providers and Wilson Security in relation to the management and use of the facilities.

### **2.3. Not Used**

## **3. Contractor Personnel**

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### **3.1. Key Personnel**

- 3.1.1. The Subcontractor will notify Wilson Security from time to time of Key Personnel that have been retained in relation to the performance and management of the Services and the Contractor's obligations under this Agreement.

- 3.1.2. The Contractor must ensure that each of the Key Personnel occupy the positions and provide the Services advised to Transfield Services.

### **3.2. Replacement of Key Personnel**

- 3.2.1. Where Key Personnel cease to work in respect of this Agreement, the Contractor must notify Wilson Security immediately and must provide replacement Key Personnel acceptable to Wilson Security at no additional charge and at the earliest opportunity.
- 3.2.2. If the Contractor is unable to provide replacement Key Personnel acceptable to Wilson Security within 10 Business Days of their ceasing work in respect of this Agreement, Wilson Security may, at its discretion, terminate this Agreement or remove Services from scope in accordance with clause 11.2 of Subcontract General Terms and Conditions..

### **3.3. Removal of Key Personnel**

- 3.3.1. Wilson Security may, in its absolute discretion, give notice requiring the Contractor to remove any Key Personnel from work in respect of the Services. The Contractor must promptly arrange for the removal of such Key Personnel from work in respect of the Services and their replacement with personnel acceptable to Wilson Security and at no additional cost to Wilson Security.

### **3.4. Contractor Personnel**

- 3.4.1. The Contractor must ensure that all Subcontractor Personnel that are to carry out work or perform duties under this Agreement have signed:
- (a) Confidentiality Deed Poll substantially in the form of Schedule 1 (Confidentiality Deed); and
  - (b) Deed of Non-disclosure of Personal Information substantially in the form of Schedule 2 (Deed of Non-disclosure of Personal Information),
- prior to commencing work or performing duties under this Agreement or within 2 days of the Commencement Date.
- 3.4.2. The Contractor must ensure that the personnel levels at the Site are adequate to deliver the Services in accordance with this Agreement and that all Contractor Personnel that are to carry out work or perform duties under this Agreement:
- (a) are, and remain, of good character and good conduct;
  - (b) are considered suitable by Wilson Security having regard to any issues identified in an Australian Federal Police background check and brought to the attention of Wilson Security;
  - (c) have a current 'working with children' check or certificate from an Australian jurisdiction or equivalent from the Australian Federal Police or, in the case of any local Personnel, any similar check or certificate where practicable;
  - (d) undergo induction, orientation and ongoing training that complies with Wilson Security requirements when commencing employment with the Contractor or starting work in relation to the Services and during deployment, including training provided by other service providers;
  - (e) are appropriately skilled, trained and qualified to provide the Services described in this Agreement;

- (f) are authorised, registered or licensed in accordance with any applicable regulatory requirements for the purposes of or incidental to the performance of the Services;
- (g) possess all relevant industry body, supplier, manufacturer accreditation or scheme memberships and professional association membership that might be reasonably expected of providers of the Services, and produce evidence of such authorisation, registration, license, accreditation or membership to Wilson Security upon request at any time during the term of this Agreement; and
- (h) will be subject to internal disciplinary processes.

### **3.5. Behaviour of Contractor Personnel at the Site**

3.5.1. The Subcontractor must ensure that all of its Contractor Personnel at a Site:

- (a) are aware of, and comply with, the Code of Conduct at all times;
- (b) comply with the Principal or Wilson Security policy on smoking and other occupational health and safety matters as declared from time to time by Transfield Services; and
- (c) carry out their duties and behave in such a way as to maximise the seamless interface between the delivery of the Services and:
  - (i) any other services provided by other service providers; and
  - (ii) the day to day activities of Wilson Security,
 so that services delivered by multiple service providers give the impression of being delivered by a single provider.

### **3.6. Illegal workers and non-citizens**

3.6.1. The Contractor must ensure that all of its Contractor Personnel do not include any illegal workers and must notify Wilson Security immediately if it becomes aware of any of its employees, agents and subcontractors being an illegal worker.

3.6.2. For the purposes of clause 3.6.1, an illegal worker is a person who:

- (a) has unlawfully entered and remains in Australia or a Site;
- (b) has lawfully entered Australia or a Site but remains in that country after his or her visa has expired; or
- (c) is working in breach of his or her visa conditions.

3.6.3. The Contractor is responsible for any act or omission of its Contractor Personnel and it indemnifies Wilson Security and its officers, employees, contractors and agents against all damage, expense, loss or liability of any nature suffered or incurred by Wilson Security or its officers, employees, contractors and agents as a consequence of any act or omission of, or injury to its Subcontractor Personnel. The indemnity in clause 3.6.3 will be reduced to the extent any act or omission of Wilson Security caused or contributed to the event of loss or liability.

## **4. Subcontractor arrangements**

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### **4.1. Extension of Subcontracts and records**

- 4.1.1. The Subcontractor agrees to exercise any rights it may have against any of its Subcontractor Personnel or third parties in connection with a Requirement in accordance with any direction by Wilson Security.
- 4.1.2. A Requirement means an obligation, condition, restriction or prohibition binding on the Subcontractor under this Agreement.
- 4.1.3. The Subcontractor must:
- (a) maintain a record of all contracts and subcontractors in respect of the Services; and
  - (b) promptly provide copies of any such contracts and subcontracts to Wilson Security
  - (c) Services where requested to so do.

## **4.2. Subcontractor warranty**

- 4.2.1. The Subcontractor warrants that each subcontractor:
- (a) is suitable to carry out the Services under the subcontract;
  - (b) other than for local Site subcontractors, are accredited or qualified in accordance with relevant Laws, Australian Standards and Commonwealth requirements; and
  - (c) will exercise the standard of skill, care and diligence that would be expected of an expert professional provider of services similar to the Services being provided by the subcontractor.

## **4.3. Subcontractor to be Wilson Security sole point of contact**

- 4.3.1. The Subcontractor acknowledges that Wilson Security may, in its absolute discretion, contact any subcontractor directly as and when required in order to obtain information regarding the Services provided by that subcontractor.
- 4.3.2. Except as provided in clause 4.3.1, the Subcontractor will be Wilson Security sole point of contact regarding the Services, including with respect to payment.

## **5. Document approval**

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### **5.1. Plans**

- 5.1.1. The Subcontractor will deliver all draft plans to Transfield Services in accordance with Annexure 8.

### **5.2. Review and approval of plans**

- 5.2.1. Wilson Security will:
- (a) review; and
  - (b) approve or request changes to,
- each draft plan. The Contractor will promptly address any requested changes and deliver an updated draft plan to Wilson Security in a timely manner. This clause 5.2.1 will apply to any updated draft plan.
- 5.2.2. Once approved, the Contractor will comply with and perform the Agreement in accordance with the approved plans.
- 5.2.3. Approval of a draft Plan will:

- (a) be construed as no more than an indication that the plan appears to Wilson Security to be capable of being used as a basis for performing the Services;
- (b) not be construed as limiting the Contractor's responsibility to provide Services in accordance with the requirements of the Agreement; and
- (c) not be construed as a waiver of any right under this Agreement or any cause of action arising out of any act or omission of the Contractor or its Personnel or subcontractors.

## **6. Performance Management Framework and Service Credits**

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### **6.1. Performance management framework**

- 6.1.1. The Parties, together with Wilson Security, will jointly develop and agree a Performance Management Framework as soon as possible after, and in any event within 8 weeks of, the Commencement Date. The Performance Management Framework will be consistent with the principles set out in Annexure 9 [Performance Management Framework Principles] and will include:
- (a) details of key deliverables and key performance measures;
  - (b) processes and procedures for managing and responding to Excusable Performance Failure Events;
  - (c) an abatement regime in respect of any reduced performance achieved in the performance of the Services; and
  - (d) details of the format, content and frequency of performance reports to be submitted in accordance with clause 6.2 of this Annexure 7.
- 6.1.2. Once the Performance Management Framework has been developed and agreed, the parties will implement the Performance Management Framework.
- 6.1.3. The Parties will periodically review the Performance Management Framework to ensure it remains current and relevant to this Agreement and the overall operation and management of the RPC Sites.

### **6.2. Reports**

- 6.2.1. The Contractor must as part of the Performance Management Framework and in collaboration with Wilson Security develop a draft performance report format to be used to report on its performance of its obligations under this Agreement and the Services.
- 6.2.2. The draft performance report format must address the issues set out in Annexure 9 and any other issues directed by Wilson Security and must be submitted to Wilson Security for approval within 2 weeks of the Commencement Date.
- 6.2.3. Once agreed, the Contractor must develop and submit performance reports in the agreed performance report format:
- (a) on a monthly basis; or
  - (b) once the Performance Management Framework has been agreed, in accordance with the Performance Management Framework.

### **6.3. Not used**

### **6.4. Not Used**

## **7. Confidentiality of Official Information and security**

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### **7.1. Interpretation**

#### **7.1.1. In this clause 7:**

Official Resources includes:

- (a) Official Information;
- (b) people who work for or with the Department; and
- (c) assets belonging to (even if in the possession of contracted providers) or in the possession of the Department;

### **7.2. Confidentiality of Official Information**

7.2.1. The Contractor will not, without prior written authorisation of Wilson Security, disclose any Official Information to any person (unless required to do so by law).

7.2.2. The Contractor is authorised, subject to clause 7.3, to provide Official Information to those employees or subcontractors who require access for the purposes of this Agreement.

7.2.3. The Contractor agrees to secure all Official Information against loss and unauthorised access, use, modification or disclosure.

### **7.3. Other security obligations of Subcontractor**

7.3.1. The Contractor agrees to comply with any security requirements notified by Transfield Services from time to time.

7.3.2. The Contractor agrees to implement security procedures to ensure that it meets its obligations under this clause 7 and will provide details of these procedures to Wilson Security on request.

## **8. Management**

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### **8.1. Publicity and media to be managed by Wilson Security**

8.1.1. The Contractor acknowledges and agrees that Wilson Security will have management and control of:

- (a) all publicity, dealings with, inquiries from, comments to or other matters related to the media that are directly or indirectly related to this Agreement including, without limitation any matter related to the Services, any Transferees, or the relationship or issues between the Subcontractor and Wilson Security; and
- (b) the relationship and dealings with stakeholders and external parties (including industry groups, special interest or lobby groups, and the community), except to the extent that such contact has been approved by Wilson Security in writing.

8.1.2. Any contact with or release to the media which specifically names the Subcontractor is to be approved by Wilson Security prior to any statement being made or material being released.

### **8.2. Contractor not to make public statements**

8.2.1. The Contractor must not, and will ensure that Subcontractor Personnel do not:



- (a) make any public statement;
- (b) release any information to, make any statement or comment to, deal with any inquiry from or otherwise assist or advise the media;
- (c) publish, distribute or otherwise make available any information or material to third parties, that concerns or is related to or which might reasonably be expected to affect:
  - (i) an individual Transferee
  - (ii) the processing of a claim for asylum for an individual or group of Transferees
  - (iii) the wellbeing of the relatives of a Transferee;
  - (iv) Transfield Services, the Principal or their subcontractors (whether specifically referred to or not);
  - (v) the Services;
  - (vi) the relationship between the parties; or
  - (vii) any other matter directly or indirectly related to this Agreement,

other than:

- (d) to direct any such inquiry to Wilson Security;
- (e) as is specifically authorised by and to the minimum extent necessary to fulfil the Subcontractor's obligation under this Agreement or comply with the Law; or
- (f) as may be otherwise specifically authorised in writing by Wilson Security.

## **9. General provisions**

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### **9.1. Work health and safety**

9.1.1. The Contractor must at all times:

- (a) comply with, and ensure that its Contractor Personnel comply with WHS Law in the provision of the Services;
- (b) co-operate and ensure its Subcontractor Personnel co-operate as required with Wilson Security in the Subcontractor's performance of its work health and safety obligations under WHS Law, including participating in any consultation and representation required by Transfield Services;
- (c) prepare and provide any report required under the WHS Law to Wilson Security;
- (d) comply with any direction or requirement of Wilson Security in relation to work health and safety;
- (e) not permit any act or omission that causes or may cause Wilson Security or the Principal to be in breach of the WHS Law;
- (f) immediately notify Wilson Security of any notifiable incident as defined in the WHS Law; and
- (g) immediately notify Wilson Security of any circumstance which may give rise to a work health and safety risk or a failure by the Subcontractor or its Subcontractor Personnel, the Principal or Transfield Services to comply with WHS Law.



## 9.2. Privacy

9.2.1. The following definitions apply to and are used in this clause 9.2:

**Department** means the Department of Immigration and Border Protection.

**Enforcement Body** is as defined under the Privacy Act;

**Transferee Record** means all records relevant to the experience of a Transferee, and includes health care records and case files.

**Permitted Purpose** means a purpose for which Broadspectrum may collect, use, disclose, provide access to or handle Personal Information as specified or contemplated in the Privacy Legislation or the Head Contract;

**Personal Information** means information or an opinion about an identified individual or an individual who is reasonably identifiable

(i) whether true or not; and

(ii) whether recorded in a material form or not.

For the avoidance of doubt, Personal Information may include specific or limited information or opinions included in Transferee Records (but not the entire Transferee Record).

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

**Privacy Legislation** means the Privacy Act and any other subsidiary legislation applicable to the performance of the Head Contract by Broadspectrum or the Agreement by the Contractor.

**Subcontract Permitted Purpose** means a purpose for which the Contractor may collect, use, disclose, provide access to or handle Personal Information as specified or contemplated in the Privacy Legislation or this Agreement.

9.2.2. The Principal has authorised Broadspectrum pursuant to its obligations as specified or contemplated in the Head Contract, to undertake a Permitted Purpose (including the collection, use, disclosure or handling of Personal Information), noting that the Department has met the following requirements:

- (a) the Department has established that Permitted Purposes as specified or contemplated in the Head Contract are reasonably necessary for one or more enforcement related activities conducted by the Department; and
- (b) the Permitted Purpose is necessary to meet (directly or indirectly) an obligation as specified or contemplated in the Head Contract.

9.2.3. To the extent of the authorisation granted Broadspectrum, under clause 9.2.2 above, Broadspectrum has authorised the Contractor pursuant to its obligations as specified or contemplated in this Agreement, to undertake a Subcontract Permitted Purpose (including the collection, use, disclosure or handling of Personal Information).

9.2.4. Subject to clause 9.2.2 and 9.2.3, the Contractor must:

- (a) comply with the Australian Privacy Principles set out in the Privacy Act with respect to any act done or practice undertaken by the Subcontract for the purposes of this Agreement, in the same way and to the same extent as if it were Broadspectrum;
- (b) comply with its obligations arising under or in connection with the Privacy Legislation in respect of any information that comprises Personal Information of the Department, Broadspectrum or Contractor Personnel; and
- (c) comply with any applicable policy guidelines laid down by the Department or issued by the Privacy Commissioner from time-to-time relating to the

handling, collection, storage, security, access, alteration, use or disclosure of Personal Information.

- 9.2.5. Subject to clause 9.2.2 and clause 9.2.3, the Contractor must not disclose any Personal Information to any person except:
- (a) to the extent necessary for a Subcontract Permitted Purpose; and
  - (b) in accordance with its rights or obligations as specified or contemplated in the Privacy Legislation or this Agreement.
- 9.2.6. Despite the restrictions otherwise set out in this Subcontract, the Contractor's obligations of confidence do not apply to any Personal Information that the Contractor is required to disclose:
- (a) by Law or by an order of any court or tribunal of competent jurisdiction; or
  - (b) by any Government Agency, stock exchange or other regulatory body having the legal right to require the disclosure.
- 9.2.7. In relation to a disclosure or proposed disclosure referred to in clause 9.2.6, the Contractor must:
- (a) immediately upon becoming aware that it may be required to disclose Personal Information, notify Broadpectrum in writing with details of the Personal Information required to be disclosed and the person to whom disclosure is to be made, so that Wilson Security and Broadpectrum (and the Department, where applicable) have sufficient notice, at its option (or the Department's, where applicable), to oppose or restrict disclosure or seek a protective order or other means of preserving the confidentiality of the Personal Information or agree on the form and content of disclosure; and
  - (b) if disclosure cannot be avoided:
    - (1) only disclose Personal Information to the extent legally required;
    - (2) use its best endeavours to ensure that any Personal Information is kept confidential; and
    - (3) follow any reasonable directions of Transfield Services (or the Department's, where applicable) concerning the disclosure.
- 9.2.8. Subject to clause 9.2.2 and clause 9.2.3, the Contractor must:
- (a) obtain and maintain all necessary consents from the individuals to whom the Personal Information relates which are necessary for the Contractor to perform its obligations as specified or contemplated in the Privacy Legislation or this Subcontract;
  - (b) provide such notification to the relevant individual as is required under Privacy Legislation to ensure that the individual is aware that his/her Personal Information will be disclosed to the Department, any Government Agency and contractors of the Department of any Government Agency (including the Successor); and
  - (c) ensure all Personal Information provided to Broadpectrum or the Department is accurate, up-to-date and relevant.
- 9.2.9. Subject to clause 9.2.2 and clause 9.2.3, the Contractor must not use any Personal Information except:
- (a) to the extent necessary for one or more of the Contractor Permitted Purposes; or

- (b) in accordance with its rights and obligations as specified or contemplated in the Privacy Legislation or this Subcontract.
- 9.2.10. The Contractor agrees to notify Broadspectrum immediately if it becomes aware of a breach or possible breach of any of its obligations under this clause 9.2.
- 9.2.11. For the avoidance of doubt:
- (a) when the Contractor collects, uses, discloses or handles Personal Information of a Transferee in order to discharge its obligations under this Agreement, the act or practice can be undertaken by the Contractor absent notification and/or consent requirements as specified in the Australian Privacy Principles (notwithstanding that such notification or consent is otherwise required under the Australian Privacy Principles); and
  - (b) without limiting the exemptions that apply under the Privacy Act or the Australian Privacy Principles, the Contractor may, subject to providing reasonable prior notice to Broadspectrum (and consulting with Broadspectrum) withhold access to Personal Information if requested by a Transferee of the Contractor where giving access to that information:
    - (1) would be likely to prejudice one or more enforcement related activities conducted by or on behalf of an Enforcement Body; or
    - (2) would reveal evaluative information generated within the entity in connection with a commercially sensitive decision-making process.
  - (c) should any request for Personal Information be made by a Transferee of the Contractor for any of the information of the type described in clause 9.2.11 (b) (i) and (ii) above, the Contractor must promptly notify Transfield Services and not disclose the same to the Transferee unless otherwise required (or permitted) by Law or agreed to Broadspectrum.

## 10. Not Used

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## 11. Searches of Property

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Wilson Security may require any of the Contractor's Personnel that are present or visiting the Regional Processing Centre sites to undergo security checks from time to time and if so required the Contractor shall, and shall ensure that its Contractor Personnel, comply with Wilson Security requirements (including co-operate fully) in respect of such security checks. The Contractor warrants that all Subcontractor Personnel engaged in connection with the Services have been informed that it is a condition of their engagement that they agree to such security checks be conducted and that they agree to co-operate and comply with Wilson Security's requirements regarding such security checks. The Contractor also warrants on its behalf and on behalf of its Contractor Personnel any right of privacy in relation to such a search has been waived.

The security checks may include any of the following:

- (a) bag searches;
- (b) locker searches;
- (c) searches of motor vehicles;
- (d) searches of personal effects;
- (e) body, bag or any personal effects being screened with a hand held security wand; and
- (f) CCTV monitoring;

- (g) other reasonable searches.

The security checks may occur at random (including without any prior notice), or where Transfield Services has reason to believe that any Contractor Personnel is:

- (a) improperly or unlawfully removing property (including supplies, tools, equipment, or confidential information) from the Site;
- (b) concealing a weapon or other property, substance or item which is either illegal or may pose a risk to health and safety of any person or damage to any property;
- (c) bringing any items to the work place or any part of the Regional Processing Centre sites that are prohibited or excluded (by either Transfield Services or the Principal) or considered to be such that they may be used for illegal or improper purposes.

A refusal by the Subcontractor, or any of its Contractor Personnel to comply with clause 12 shall constitute a serious breach of this Agreement and Wilson Security may immediately terminate this Agreement under clause 11.4 of the Subcontract General Terms and Conditions.

**12. Not Used**

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**13. Not used**

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**14. Not used**

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**15. PNG Local Suppliers**

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Where the Subcontractor supplies any Eligible Services and is a company or which is incorporated in PNG, or which is not incorporated in PNG is otherwise eligible or required to apply for a Certificate of Compliance in PNG:

- (a) the Contractor must provide Wilson Security with a current Certificate of Compliance on or before the date on which it agrees to provide any Services and with every invoice claiming payment; and
- (b) where a current Certificate of Compliance is not provided as required by clause 15 (a) above, Transfield Services shall withhold 10 % of Business Income Withholding Tax (BIWT) on each invoice claimed (or such other amount as legally permitted) from any amount which it would otherwise be required to pay the Contractor.

**16. Not used**

**17. PNG GST**

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To the extent that any PNG Taxable Supply occurs under this Agreement then:

- (a) Subcontractor will, be entitled to increase the consideration for the Taxable Supply identified in the Agreement ("net consideration") by the amount of any applicable PNG GST calculated in accordance with the PNG GST Tax Act;
- (b) Transfield Services shall pay such increased consideration; and.

- (c) the Subcontractor must in any such case issue to Transfield Services at the time of claiming payment a PNG GST compliant invoice (in accordance with the PNG GST Act to allow Transfield Services to obtain an input tax credit for any PNG GST so paid.

**SCHEDULE 2 CONFIDENTIALITY DEED**

THIS DEED POLL is made the            day of [insert] of [insert] in favour of:

- (a) The **COMMONWEALTH OF AUSTRALIA** represented by the Department of Immigration and Border Protection (**the Department**); and
- (b) Transfield Services (Australia) Pty Ltd (**Transfield Services**); and
- (c) [Insert name of Subcontractor]

BY            (the **Confidant**)

**RECITALS**

- A. The Department and Transfield Services have entered into a head contract under which Transfield Services will provide services to the Department.
- B. Transfield Services has entered into a subcontract with [insert name] (the **Subcontractor**) and the Subcontract requires the Subcontractor to procure the execution of this Deed by the Subcontractor's Personnel.
- C. The performance of the Services requires access to information confidential to the Department.
- D. The Confidant will be performing Services.

**THE CONFIDANT DECLARES AS FOLLOWS:****1. INTERPRETATION**

1.1 All terms used in this Deed have the same meaning as is given to them in the Contract, and in particular, the following terms have the following meaning:

**Contract** means the Contract between Transfield Services and the Subcontractor for the provision of Services on Regional Processing Countries.

**Department Confidential Information** means information that:

- (a) is by its nature confidential;
  - (b) is designated by the Department or Transfield Services or any law as confidential; or
  - (d) the Confidant knows or ought to know is confidential;
- and includes to the extent that it is confidential:
- (d) information comprised in or relating to any Intellectual Property of the Department;

- (e) information relating to contractors or suppliers to the Department; and
- (f) information relating to Department Data, but does not include information which:
  - (g) is or becomes public knowledge other than by breach of the Contract or any other confidentiality obligation; or
  - (h) has been independently developed or acquired by the Confidant as established by written evidence.

**Department Data** means all data and information relating to the Department, and its operations, facilities, customers, clients, constituents, personnel, assets and programs in whatever form that information may exist and whether entered into, stored in, generated by or processed through the Services by or on behalf of the Department and any other data in relation to which the Services are provided.

**Intellectual Property** or **IP** includes business names, copyrights, and all rights in relation to inventions, patents, registered and unregistered trade marks (including service marks), registered designs, and semi-conductor and circuit layouts, and all other rights resulting from intellectual activity in the industrial, scientific, literary or artistic fields.

**Services** means the Services specified in the Contract.

## 2. NON DISCLOSURE

- 2.1. Subject to **clause 3** of this Deed, the Confidant must not copy, reproduce or disclose any Department Confidential Information without the prior written consent of the Department, which consent the Department may grant or withhold in its absolute discretion.

## 3. RESTRICTION ON USE

- 3.1. The Confidant must use Department Confidential Information only for the purpose of performing the Services. In particular the Confidant must not access, use, modify, disclose or retain any Personal Information the Confidant has acquired through the performance of the Services except for the purpose of performing the Services.

## 4. CRIMES ACT

- 4.1. The Confidant acknowledges that section 3(1) of the *Crimes Act 1914* (Cth) states that the term "Commonwealth officer" includes a person who "performs services for or on behalf of the Commonwealth".
- 4.2. The Confidant acknowledges that the publication or communication by the Confidant of any fact or document which has come to their knowledge or into their possession or custody by virtue of the performance of the Contract (other than to a person to whom the Confidant is authorised to publish or disclose the fact or document) may be an offence under the *Crimes Act 1914*, punishment for which may include imprisonment.

## 5. DELIVERY UP OF DOCUMENTS

- 5.1. The Department may, at any time and without notice, demand, either orally or in writing, the delivery to the Department of all documents in the possession or control of the Confidant which contain Department Confidential Information.

## 6. CONFLICT OF INTEREST



6.1. The Confidant warrants that no conflict of interest exists or is likely to arise in the performance of the Services.

6.2. The Confidant warrants that it will not permit any situation to arise or engage in any activity during the performance of the Services which may result in a conflict of interest.

**7. SURVIVAL OF OBLIGATIONS**

7.1. The obligations in this Deed are perpetual.

**8. INDEMNITY**

**Note:** *This clause can be deleted where the Confidant is an individual.*

8.1. The Confidant indemnifies Transfield Services and the Department and their officers, employees and agents against any claim, loss, liability or expense incurred by them which is caused or contributed to by:

- (a) the Confidant's failure to comply with this Deed; or
- (b) the act or omission of the Confidant's employees, agents or subcontractors in relation to Department Confidential Information.

8.2. The Confidant agrees that the Department may enforce the indemnity in clause 8.1 in favour of any of Transfield Services of the Department's officers, employees or agents.

**Executed as a Deed**

**Drafting Note:** *Signature block appropriate to the nature of the Confidant to be used.*

**SIGNED** by

**[Confidant]** in the presence

of: Signature of Recipient \_\_\_\_\_

\_\_\_\_\_  
Signature of witness

\_\_\_\_\_  
Name

**THE COMMON SEAL** of **[Confidant]**, the fixing of which was witnessed by:

\_\_\_\_\_  
Signature of director

\_\_\_\_\_  
Signature of director/secretary

\_\_\_\_\_  
Name

\_\_\_\_\_  
Name

THIS DEED POLL is made the \_\_\_\_\_ day of [insert]

in favour of the COMMONWEALTH OF AUSTRALIA represented by the Department of Immigration and Border Protection (**the Department**);

and

Transfield Services (Australia) Pty Ltd (**Transfield Services**)

BY ..... (the **Confidant**)

1. The Confidant understands that in the course of performing duties in relation to a head contract between Transfield Services and the Department (**head contract**) and [insert name of Subcontractor] (**Contract**) for the services on Manus Island (PNG), the Confidant may have access to personal information, being information or an opinion (including information or an opinion forming part of a database), whether true or not, and whether recorded in a material form or not, about an individual whose identity is apparent, or can reasonably be ascertained, from the information or opinion (**Personal Information**).
2. The Confidant:
  - a) acknowledges that the Department authorises Transfield Services (including its Personnel) to undertake acts or practices (including the collection, use, disclosure or handling of Personal Information), noting that the Department has met the following requirements:
    - (i) the Department has established that acts or practices as specified or contemplated in the Head Contract are reasonably necessary for one or more enforcement related activities conducted by the Department; and
    - (ii) the acts or practices is necessary to meet (directly or indirectly) an obligation as specified or contemplated in the Head Contract; and
  - b) agrees (pursuant to the Department's authorisation to Transfield Services (including its Personnel) that it may not access, use, disclose, publish, communicate or retain, or otherwise deal with in any way, Personal Information except in the course of, and for the purpose of, performing its duties in relation to this Agreement.
3. Subject to the terms of the Contract the Confidant agrees, with respect to all Personal Information to which it has access in the course of performing duties in relation to the Contract, to:
  - (a) not do any act, or engage in any practice that would breach:
    - i. the Subcontractor's obligations under the Contract or Transfield Services obligations under the head contract to protect Personal Information if done or engaged in by the Subcontractor or Transfield Services; or
    - ii. the Australian Privacy Principles set out in the *Privacy Act 1988* (Cth) (**Privacy Act**) if done or engaged in by the Subcontractor or Transfield Services;

- (b) implement all reasonable measures to assist the Subcontractor and Transfield Services in meeting the obligations under the Privacy Act concerning the security, use and disclosure of information to which the Subcontractor and Transfield Services are subject in respect of that Personal Information;
- (c) co-operate with any reasonable demands or enquiries made by the Commonwealth Privacy Commissioner;
- (d) not disclose such Personal Information without the written authority of the Department except in the course of, and for the purpose of, performing the Contract, and it will immediately notify the Department where it becomes aware that a disclosure of such information may be required by law;
- (e) ensure that any person who has an access level which would enable that person to obtain access to any information in respect of which the Department has obligations under the Privacy Act is made aware of, and undertakes in writing, to observe the provisions of this Deed;
- (f) take all reasonable measures to ensure that Personal Information is protected against loss and against unauthorised access, use, modification, disclosure or other misuse and that only its employees, agents and subcontractors have access to it. For the avoidance of doubt, Personal Information must not be used for, or in any way relating to, any direct marketing purpose;
- (g) not transfer such Personal Information outside Australia, or allow parties outside Australia to have access to it, without the prior approval of the Department;
- (h) inform any person, on his or her request, in writing of the content of any provision of the Contract that is inconsistent with an approved privacy code binding the Subcontractor or a Australian Privacy Principle as set out in the Privacy Act, in accordance with the Subcontractor's obligations under section 95C of the Privacy Act;
- (i) immediately to notify the Department and Transfield Services when the Confidant becomes aware of a breach of any obligation concerning security, use and disclosure of such Personal Information relating by itself or any representative, employee or officer;
- (j) notify the Department and Transfield Services of, and co-operate with the Department and Transfield Services in the resolution of, any complaint alleging an interference with privacy;
- (k) give to any person, on his or her request, having taken reasonable steps to satisfy itself of that person's identity, access to that person's Personal Information held by the Subcontractor, except to the extent that the Subcontractor is required or authorised by law to refuse to provide the person with access to that Personal Information;
- (l) if requested to correct or update such Personal Information by a person to whom the Personal Information relates, take reasonable steps to correct or update the Personal Information;
- (m) upon written notice from Transfield Services or the Department, destroy or permanently de-identify any Personal Information as soon as practicable after it is no longer required for the purpose for which it was originally collected;
- (n) not adopt as its own identifier of a person an identifier that has been assigned by Transfield Services or the Department, or use or disclose any such

- identifier except for the purpose of fulfilling its obligations under the Contract, or where required or authorised by law; and if the Personal Information is sensitive information or health information, as those terms are defined in the Privacy Act, not collect, use or disclose such information without the consent of the person to whom that information relates, subject to any exception provided for by law.
4. The Confidant agrees that its obligations under this Deed and to perform duties in relation to the Contract:
    - (a) to the extent of any inconsistency with the Australian Privacy Principles in the *Privacy Act 1988* (Cth) or any privacy codes or privacy principles contained in, authorised by or registered under any law, take priority to the fullest extent permitted by applicable law; and
    - (b) to the extent not so inconsistent, are in addition to any obligations the Confidant may have under the *Privacy Act 1988* (Cth) or any privacy codes or privacy principles contained in, authorised by or registered under any law.
  5. The Confidant acknowledges that failure by it to comply with the obligations under the Privacy Act in accordance with paragraph 3 may result in the Subcontractor, Transfield Services or the Department taking action against the Confidant (including, without limitation, disciplinary action).
  6. The Confidant acknowledges that any unauthorised access, alteration, removal, addition, possession, control, supply or impediment to the access, reliability, security or operation of data held in any computer (or, in some cases, any storage device) in the course of performing a Contract with the Commonwealth may be an offence under Part 10.7 of the *Criminal Code 1995* (Cth) for which there are a range of penalties, including imprisonment.
  7. The Confidant acknowledges that:
    - (a) section 3(1) of the *Crimes Act 1914* (Cth) states that the term "Commonwealth officer" includes a person who "performs services for or on behalf of the Commonwealth";
    - (b) the publication or communication by the Confidant of any fact or document which has come to its knowledge or into its possession or custody by virtue of the performance of the Contract (other than to a person to whom the Confidant is authorised to publish or disclose the fact or document) may be an offence under the *Crimes Act 1914* (Cth), punishment for which may include imprisonment; and
    - (c) it is an offence under Division 137 of the *Criminal Code 1995* (Cth) to give false and misleading information to the Commonwealth or its officers or agents.
  8. The Confidant agrees to treat all Personal Information with the utmost care and to protect that information at all times in accordance with all security and privacy requirements imposed by the Contract on persons performing duties in relation to the Contract.
  9. The Confidant acknowledges and agrees that this Deed survives the termination or expiry of any contract providing for the performance of services by it (whether directly or indirectly) in relation to the Contract.
  10. This Deed will be governed by, and construed in all respects in accordance with, the law of the Australian Capital Territory and the Confidant agrees

to submit to the applicable jurisdiction of the Courts of that Territory in respect of all matters arising under, or in relation to, this Deed.

- 11. Without limiting the rights of Transfield Services or the Department to enforce this Deed, Transfield Services and the Department may also enforce this Deed against the Confidant.

Executed as a Deed

SIGNED, SEALED and DELIVERED by

*[Confidant]* in the presence of:

\_\_\_\_\_  
Signature of Recipient

\_\_\_\_\_  
Signature of witness

\_\_\_\_\_  
Name

**THE COMMON SEAL** of  
*[Confidant]*, the fixing of which was  
witnessed by:

\_\_\_\_\_  
Signature of director

\_\_\_\_\_  
Name

\_\_\_\_\_  
Signature of director/secretary

\_\_\_\_\_  
Name

## **ANNEXURE 8 – SERVICES**

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The Subcontractor is required to provide all services necessary to maintain effective security at the Site in accordance with this Agreement. In providing such services, the Subcontractor must meet the requirements described in Parts 1, 2, 3 and 4 attached to this Annexure 8.

## 1. NATURE OF THE SERVICES

### 1.1. Background

- 1.1.1. The Department has a requirement for the provision of garrison and welfare services to Transferees and Personnel at Offshore Processing Countries (OPCs). The Department has a key role in developing and implementing an appropriate and sustainable offshore processing model (Offshore Processing) as part of the regional solution to combat people smuggling (Operation Sovereign Borders). The model will support the government policy that all people arriving in Australia by boat will be transferred to an Offshore Processing Country. This will include appropriate accommodation and services including enhanced medical facilities onsite. The Department has engaged Transfield Services to provide garrison and welfare services and Broadspectrum has engaged Wilson Security to provide the security services described in this Annexure 8. Wilson Security is engaging the Subcontractor under the terms of this Agreement to perform the Services outlined.
- 1.1.2. The Department is working to design, develop and facilitate an efficient and effective model for infrastructure and services to support Offshore Processing in the Manus Province, Papua New Guinea (PNG). The focus is on an end to end process, encompassing transfers, coordination and logistical services, governance, Offshore Processing Centre (OPC) services, refugee determination assessment and review and outcomes, removals and returns and settlement in host countries. Host governments are responsible for in-country arrangements and operations with support being provided by the Australian government.
- 1.1.3. A key requirement for the Subcontractor is achieving innovation and efficiency in service delivery and to enhance value for money for the Commonwealth.
- 1.1.4. Security infrastructure at existing sites will be improved and security arrangements are to be enhanced to reduce the risk of damage from major disturbance such as occurred on July 19, 2013 on Nauru. The Subcontractor is expected to adhere to the approved policies and procedures to support security enhancements and to minimise tensions at OPCs.
- 1.1.5. The parameters within which Offshore Processing will operate include Australian and Host country legislation, Ministerial directions, Joint Agency Task Force (JATF) arrangements, Regional Resettlement Arrangement Memoranda of Understanding and Regional Resettlement Arrangement Administrative Arrangements. Australia's international obligations, such as the United Nations Refugee Convention and Convention on the Rights of a Child, also provide parameters.
- 1.1.6. The current focus for the Department is on rapidly increasing OPC infrastructure, operations and service capacity to support and effect an increase in Transferee numbers. Manus Province is to accommodate 2400 Transferees. A description of the Site including indicative capacity requiring services is outlined below:
- a. 2400 Transferee beds in marquee style accommodation at Lombrum Naval Base and accommodation for approximately 800 Personnel.



- b. A high security facility in Lombrum for up to 600 Transferees who receive a negative refugee status determination. The Subcontractor should note that Services for this facility will be provided as agreed between the parties.
    - c. At East Lorengau in Manus Province, re-scope the currently approved OPC to provide 750 beds for single adult men who have been found to engage PNG's protection but settlement places are not yet available.
- 1.1.7. Offshore Processing is subject to significant scrutiny and the Subcontractor is required to liaise with stakeholders and manage expectations effectively.
- 1.1.8. The Subcontractor must perform the Services in a manner that is:
  - a. adaptable to and readily accommodates changes in Commonwealth policy during the term of the Agreement to ensure that the Services are delivered in accordance with Commonwealth policy;
  - b. appropriate to the individual needs of each Transferee; and
  - c. adaptable to and readily accommodates changes in Transferee numbers (which may significantly increase or decrease during the term of the Agreement).
- 1.1.9. OPCs accommodate individuals in accordance with the Minister's direction under s 198AD(5) of the Migration Act 1958 of 29 July 2013. At this stage, Manus Province accommodates Single Adult Males (SAMs) only. It will be important that services are able to scale up and down in an effective and timely manner to meet forecasted requirements.
- 1.2. Provision of works and services in Papua New Guinea**
- 1.2.1. The Subcontractor must hold all necessary local PNG company registration and accreditation requirements to be able to carry on business in PNG.
- 1.2.2. The Subcontractor will provide Services that are the best available in the circumstances, and utilising facilities and Personnel on the Sites and that as far as possible (but recognising any unavoidable limitations deriving from the circumstances of the Sites) are broadly comparable with services available within the Australian community.
- 1.2.3. The Subcontractor should note that the Australian Government is committed to promoting employment and training opportunities for local PNG and Nauruan people and businesses.
- 1.2.4. The Subcontractor is required to identify and provide training and employment opportunities to local people and to demonstrate that best efforts have been undertaken to engage local contractors to the maximum extent possible within the parameters of the services.
- 1.3. Stakeholder engagement**
- 1.3.1. The Subcontractor will have significant stakeholder engagement responsibilities and consultation requirements including with the Department and PNG government authorities. The Subcontractor must adopt a collaborative approach to the complex stakeholder and governance issues.
- 1.4. Subcontractor's Personnel**

1.4.1. The Subcontractor is responsible for ensuring that the Personnel levels at the Site are adequate to deliver the Services.

1.4.2. The Subcontractor must engage with the local community to employ local personnel or subcontract local businesses who meet the requirements of this Agreement. The following levels of local personnel should be maintained as a minimum:

<i>Service</i>	<i>Percentage</i>
Security	100%

1.4.3. Where local capacity exists, the Subcontractor is required to utilise this capacity as far as possible.

1.4.4. The Subcontractor must ensure that all Personnel:

- i. are, and remain, of good character and good conduct;
- ii. have a current 'working with children' check or certificate, where required from an Australian jurisdiction or equivalent from the Australian Federal Police or, in the case of any local Personnel, where any similar check or certificate is required by local law taking into account the nature of their involvement in the Services, such check or certificate;
- iii. are considered suitable by Transfield Services having regard to any issues identified in an Australian Federal Police, or Royal Papua New Guinea Constabulary background check and brought to the attention of Transfield Services;
- iv. undergo induction and orientation training that complies with the Department requirements when commencing employment with the Subcontractor or starting work in relation to the Services;
- v. are appropriately skilled, trained and qualified to provide the Services described in this Agreement;
- vi. are authorised, registered or licensed in accordance with any applicable regulatory requirements for the purposes of or incidental to the performance of the Services;
- vii. possess all relevant industry body, supplier, manufacturer accreditation or scheme memberships and professional association membership that might be reasonably expected of providers of the Services, and produce evidence of such authorisation, registration, license, accreditation or membership to Transfield Services upon request at any time during the term of this Agreement; and
- viii. will be subject to internal disciplinary processes.

## 1.5. Offshore Processing Guidelines

1.5.1. The Subcontractor must, adhere to the Offshore Processing Centre Guidelines (OPC Guidelines).

1.5.2. The Subcontractor must ensure that its Personnel receive timely and adequate training and/or information about the OPC Guidelines.

**1.6. Subcontractor Personnel Medical Screening & Immunisation**

- 1.6.1. The Subcontractor must ensure its Personnel and its Australian-based subcontractors complete and pass a medical screening consistent with accepted industry standards prior to initial deployment to the Regional Processing Countries (or as soon as possible once persons are deployed to the Regional Processing Countries).
- 1.6.2. The Subcontractor must ensure its Personnel and its Australian-based personnel receive appropriate immunisations for the location in which they will work as advised by a qualified medical practitioner (or directed by the Transfield Services) prior to initial deployment to the Regional Processing Countries (or as soon as possible once persons are deployed to the Regional Processing Countries).

**1.7. Subcontractor Personnel Mental Health Training**

- 1.7.1. The Subcontractor must adhere to the Department's Psychological Support Program policy (PSP) and any other mental health and wellbeing policy (as notified by Transfield Services from time to time).
- 1.7.2. The Subcontractor must ensure its Personnel and its Australian-based subcontractors complete PSP training programme prior to initial deployment to the Regional Processing Countries (or as soon as possible once persons are deployed to the Regional Processing Countries).

## **PART 2 TRANSFEREE WELFARE SERVICES**

### **1. General Services**

#### **1.1. Overview**

- 1.1.1. The Contractor will provide a range of Services to promote the welfare and well-being of Transferees and create an environment that supports security and safety at the Site.
- 1.1.2. The Contractor is required to take reasonable steps to ensure that it and all its Personnel treat Transferees equitably and fairly, with dignity and respect.

### **2. Individual Management**

#### **2.1. General**

- 2.1.1. The Contractor is required to:
- a) promote and maintain an environment conducive to the health and welfare of Transferees where the needs of Transferees are identified and responded to openly and with integrity;
  - b) establish processes to prevent Transferees being subjected to illegal and anti-social behaviour and, where such behaviour becomes apparent, to deal with the issues cooperatively with the local authorities, Broadspectrum, the Department and other service providers;
  - c) take all reasonable steps to ensure all interaction between Personnel and Transferees is conducted in a culturally appropriate manner; and
  - d) ensure all interaction between Personnel and Transferees is conducted in a professional manner.

#### **2.2. Interaction with Transferees**

- 2.2.1. The Contractor is required to follow and support:
- a) policies and procedures at the Site that promote high levels of positive and culturally sensitive interaction between Personnel and Transferees to deliver a healthy environment;
  - b) policies and procedures that set out the standards and qualities Transfield Services expects of Contractor Personnel when they interact with Transferees, other service providers and stakeholders, including:
    - i. Personnel being required to clearly identify themselves when communicating with Transferees, other Service Providers and other stakeholders including (but not limited) wearing a name badge; and
    - ii. supporting Personnel to develop communication skills to interact and communicate with Transferees, other service providers and other stakeholders in a positive and effective manner.
- 2.2.2. The Contractor must ensure that all Personnel:
- a) read, sign and understand the code of conduct and confidentiality forms provided by Broadspectrum before commencing duty in the Site; and
  - b) immediately report any matters they consider material to the welfare of Transferees to Transfield Services.

The Contractor must ensure that its Personnel do not provide any form of advice in relation to the visa status or other migration related matters of any Transferee. The Contractor should also ensure that their Personnel are aware of government policies and

that all communications with Transferees are consistent with these policies.

The Contractor acknowledges that all Transferee information is accessible by Transfield Services at all times, at request by Transfield Services.

### **2.3. Referral of Transferee identity issues**

2.3.1. The Contractor has a duty of care to immediately refer any doubts or concerns regarding a Transferee's identity to Transfield Services.

2.3.2. Where the Contractor identifies that a Transferee that claimed to be 18 or over is under the age of 18, the Contractor must inform Transfield Services.

### **2.4. Provision of Services to people under the age of 18**

2.4.1. The Contractor is required to, in addition to the Services outlined elsewhere in this Annexure, take all reasonable steps to ensure that the best interests of any child/children are taken into account when performing or delivering Services involving children.

### **2.5. Families with children**

2.5.1. The Contractor will provide support to other service providers in delivering specialised services for the care and wellbeing of Transferee families with children.

2.5.2. The Contractor will provide support to other service providers for Transferee families with children to understand and exercise parental responsibility while accommodated at the Site.

### **2.6. Health of Transferees**

2.6.1. The Contractor must ensure that any Transferee who requests, or appears to be in need of medical attention, is referred for appropriate medical attention.

2.6.2. Where it appears that a Transferee requires emergency medical attention, the Contractor must:

- a) provide first aid by suitably qualified Personnel;
- b) seek emergency medical attention for the Transferee immediately, including arranging for transport of the Transferee to the nominated medical facility at the Department's cost;
- c) inform the Contractor responsible for health services of the Transferee's condition as soon as the initial response is complete; and
- d) inform Transfield Services of the Transferee's condition as soon as the initial response is complete.

### **2.7. Transferees under the influence of drugs or alcohol**

2.7.1. The Contractor is required to:

- a) ensure that a Transferee who appears to be under the influence of drugs or alcohol is supervised by Personnel until the Transferee appears to be no longer affected; and
- b) refer the Transferee for assessment by the Health service provider within 12 hours, unless emergency medical attention is required.

### **2.8. Mental health awareness**

2.8.1. The Contractor is required to ensure all relevant Personnel attend mental health awareness training provided by Transfield Services or the Department.

### **2.9. Behavioural management of Transferees**

- 2.9.1. The Contractor must adhere to the sites behavioural management strategy. The strategy includes:
- a) Agreed behavioural management strategies for an Incident or unforeseen event requiring immediate intervention; and
  - b) Agreed behavioural management strategies that aim to defuse tensions and conflict before they escalate or become serious or violent, or to manage behaviour following an Incident or unforeseen event.
- 2.9.2. The Contractor is required to assist Wilson Security in the implementation of agreed behavioural management strategies during an Incident, or any unforeseen event which requires immediate intervention, which may include, but is not limited to placement in managed accommodation.
- 2.9.3. The Contractor is required to assist Wilson Security to implement agreed behavioural management strategies that aim to defuse tensions and conflict before they escalate or become serious or violent, or to manage behaviour following an Incident or unforeseen event.

## **2.10. Managed Accommodation**

- 2.10.1. The Contractor is required to assist Wilson Security in the provision of Services at Managed Accommodation at OPCs, covering:
- a) the decision to place or remove a Transferee in Managed Accommodation in consultation with Transfield Services;
  - b) maintenance, cleaning and catering;
  - c) provision of welfare services; and
  - d) provision of security services.
- 2.10.2. The Contractor must adhere to the procedures for the provision of Services at the Managed Accommodation, as approved by Transfield Services.

## **2.11. Illegal and anti-social behaviour**

- 2.11.1. The Contractor is required assist Wilson Security to implement processes, in cooperation with Transfield Services, the Department, local authorities and other service providers, for managing instances where Transferees are engaged in behaviour that is illegal, has breached the rules applicable at the Site or is anti-social in nature.
- 2.11.2. For the purposes of this clause undesirable behaviours may include:
- a) bullying;
  - b) verbal abuse;
  - c) sexual or other forms of harassment;
  - d) assault;
  - e) malicious destruction of property; and
  - f) possession of weapons or illegal drugs.
- 2.11.3. The Contractor is required to assist Wilson Security to communicate the Site policy on anti-social behaviour to all Transferees during the induction process.
- 2.11.4. Where the Contractor has identified, or suspects, that a Transferee has engaged in illegal, non-compliant or antisocial behaviour, the Contractor will be required to immediately inform Transfield Services and assist as required in:
- a) dealing with the perpetrator(s);
  - b) preventing recurrence;
  - c) the recording of details of and responses to known or suspected instances of individual illegal, non-compliant or antisocial behaviour by Transferees; and



- d) the Contractor will be required to take all reasonable steps to ensure that Transferees identified as victims of anti-social behaviour are supported by Personnel and other service providers, with relevant details recorded.
- 2.11.5. Broadspectrum will be responsible for involving the police or other authorities as required, except where reporting is mandatory under the law or, Broadspectrum has provided a request to the Contractor seeking its assistance or, if Transfield Service's has provided a request to the Contractor in accordance with any incident reporting or emergency management policies, procedures or guidelines.
- 2.12. Complaints Management System**
- 2.12.1. The Contractor will assist Wilson Security to provide Transferees in their care access to the complaints procedure whereby issues of concern can be resolved effectively, fairly and efficiently.
- 2.12.2. The Subcontractor as directed by Wilson Security is required to assist Wilson Security to implement a Complaints Management System to respond to all Transferee complaints within a reasonable timeframe, as approved by Transfield Services.
- 2.12.3. Not used.
- 2.12.4. Transferee complaints will be treated with confidentiality and integrity, and no Transferee will be prevented from providing their complaint to an external party.
- 2.13. Private interview rooms**
- 2.13.1. The Subcontractor will:
- a) where possible, assist in facilitation of Transferee contact in a private interview room with the Australian and relevant RPC government officials and representatives; and
  - b) where possible, facilitate contact in a private interview room with any other visitor approved by Transfield Services.

### **3. Reception, transfer and discharge of Transferees**

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#### **3.1. General responsibilities**

- 3.1.1. The Contractor will provide personnel to assist Wilson Security to coordinate the reception, transfer and discharge processes at the Site.
- 3.1.2. The Contractor must ensure that its personnel undertake activities as directed by Wilson Security during reception, transfer and discharge processes at the Site

### **4. Property of Transferees**

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#### **4.1. General**

- 4.1.1. The Contractor is required to assist Wilson Security to implement procedures to:
  - a) inform Transferees of the procedures for management of their property;
  - b) manage the secure storage of:
    - i. all property of Transferees provided voluntarily by the Transferee for storage; and
    - ii. all excluded Items.
- 4.1.2. "Excluded items" or "illegal items" are items that are deemed to be excluded items or illegal items by Transfield Services or:



- a) Items that are illegal, or would jeopardise or would likely prejudice the security or good order of the Site or the safety of persons in the Site.

#### **4.2. Storage of and access of Transferees property**

- 4.2.1. The Contractor is required as directed to assist Wilson Security to implement procedures to:

- a) securely and separately store Transferees property;
- b) document all property of the Transferee which has been handed to the Contractor for storage;
- c) provide Transferees with a receipt for all property that is to be stored by the Contractor;
- d) provide Transferees with access to their property, while ensuring they do not have access to excluded Items ; and
- e) maintain a register to record all access to the secure store and ensure that all access is monitored.

#### **4.3. Recording of Transferees property in storage**

- 4.3.1. When directed, the Contractor is required, in accordance with Departmental Guidelines to:

- a) record all property of Transferees in the Transferee's presence;
- b) record all property retained by a Transferee while in the Site;
- c) record all property provided to the Contractor for storage;
- d) record all illegal and excluded Items which have been removed and held in trust by the Contractor; and
- e) provide a receipt to the Transferee.

#### **4.4. Returning property to Transferees**

- 4.4.1. When directed, the Contractor is required to:

- a) provide the opportunity for Transferees to inspect their property in storage on discharge; and
- b) provide the opportunity for the Transferee to sign a statement indicating their satisfaction or otherwise with the items returned and their condition.

#### **4.5. Lost, stolen or damaged property of Transferees in the care of the Contractor**

- 4.5.1. Where property in care of the Subcontractor is lost, stolen or damaged, the Contractor is required to reimburse, at its own cost, the Transferee for the commercial replacement value of the property.
- 4.5.2. Subject to the above, the Contractor is not responsible for any property retained by the Transferee at the Site that is lost, stolen or damaged.
- 4.5.3. The Contractor is responsible for costs associated with any property retained by the Transferee in the Site that is lost, stolen or damaged where that loss, theft or damage is caused by any act, omission or neglect on the part of the Contractor or its Personnel.

#### **4.6. Excluded and Illegal Items**

- 4.6.1. For the Sites on Manus Island, the Contractor is required to assist Wilson Security to identify and continually review a list of excluded and illegal items which cannot enter the Site, either through risk assessment or to meet requirements of PNG law and legislation or the requirements of Transfield Services.
- 4.6.2. The Contractor is required to advise Transferees what items are excluded and illegal, in accordance with any Departmental policies and procedures notified to the Contractor. The Contractor is required to notify Transfield Services if an excluded or illegal item is observed at the Site or in the possession of a Transferee that has not been surrendered.

- 4.6.3. Where a Transferee surrenders an excluded item, the Contractor is required to:
- a) record the excluded Item;
  - b) securely store the excluded Item;
  - c) return all excluded items that the Transferee may legally possess to the person immediately upon release; and
  - d) provide all excluded items that the Transferee may legally possess to an escorting officer where required by Departmental policy.
- 4.6.4. Where a Transferee surrenders an illegal item, the Contractor will be required to:
- a) ensure the illegal item does not pose an ongoing safety risk to the Site or any persons at the Site;
  - b) notify Wilson Security, Broadspectrum, the Department and local authorities in accordance with incident management reporting requirements issued by Broadspectrum;
  - c) record all identifying details concerning the illegal items; and
  - d) securely store the illegal item in a manner that protects the integrity of any evidence until custody of the illegal item can be transferred to the relevant authority.
- 4.6.5. If any Contractor Personnel observe, are aware of or otherwise suspect an excluded or illegal item is at the Site or in the possession of a Transferee and that item has not been surrendered, the Contractor is required to notify Transfield Services.
- 4.6.6. For the avoidance of doubt as at the date of this Deed, Contractor Personnel do not have any powers to conduct searches for excluded or illegal items or seize excluded or illegal items from Transferees in Papua New Guinea and no Contractor Personnel have been appointed as 'authorised persons' or 'officers' under the Migration Act 1978 (Papua New Guinea).
- 4.6.7. For the Sites on Manus Island, if any Subcontractor Personnel are authorised as "authorised persons" by the Minister or the Chief Migration Officer under the Migration Act 1978 (Papua New Guinea) and are directed by an administrator or authorised officer (as defined in section 2 of the Migration Act 1978 (Papua New Guinea)) to conduct a search within the Sites on Manus Island, those authorised persons are permitted to carry out such search and seize excluded and illegal items from Transferees and other persons only in accordance with:
- a) the terms of the Migration Act 1978 (Papua New Guinea); and
  - b) the terms of the direction issued by the administrator or authorised officer under the Migration Act 1978 (Papua New Guinea).

## **5. Communication management**

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### **5.1. Access to communication services**

- 5.1.1. The Contractor will provide security services under the direction of Wilson Security to assist Broadspectrum in providing Transferees access to communication services, unless advised by Broadspectrum, including:
- a) all required equipment and infrastructure;
  - b) telephones - in the Transferee area;
  - c) computers and printers - for Transferees to perform functions such as word processing, spread sheets, internet and email for their private use and for the preparation of documents related to their immigration outcome;
  - d) internet services - ensuring appropriate filtering software and other measures as necessary are in place, in accordance with Departmental requirements, to control and limit access at the Site by Transferees to:

- i. pornographic and other prohibited sites, containing or promoting illegal acts;
  - ii. personal software;
  - iii. file transfer protocol sites, software or data; and
  - iv. prohibited sites in foreign languages.
- e) television and other media - with services covering news, current affairs and other content that the Contractor or other Respondents may recommend to promote the well-being for Transferees; and
  - f) mail services.

## **5.2. Management of access**

- 5.2.1. The Contractor will provide management and supervision of access to and use of the communications services by Transferees.
- 5.2.2. The Contractor is required to inform Transferees that their access to communication services may be recorded and/or monitored for security purposes.

## **5.3. Access and use of mail services and facsimiles**

- 5.3.1. The Contractor when requested by Wilson Security is required to:
  - a) register all received mail and facsimiles which are addressed to a Transferee;
  - b) ensure mail does not contain prohibited goods; and
  - c) manage the distribution of mail and facsimiles to Transferees.
- 5.3.2. Postage costs for mail sent by a Transferee will be at the Transferee's expense except when a Transferee does not have the means to pay for postage, in which case the Contractor will be required to refer to Wilson Security for instructions.

## **5.4. Television and other media**

- 5.4.1. The Contractor when required to by Wilson Security, where available, assist in facilitating access to free-to-air television and other broadcast services, covering news, current affairs and other content that the Subcontractor or other service providers may recommend to promote the well-being of Transferees.
- 5.4.2. Television and other media must be appropriate for the viewing audience.

## PART 3 – GARRISON SERVICES

### 1. Garrison Services

#### 1.1. General

1.1.1. The Contractor is required to provide effective security services in support of a range of garrison services provided to Transferees and Personnel including:

- a) management and maintenance of assets;
- b) Security;
- c) Work health and safety;
- d) Management of emergencies;
- e) Logistics;
- f) Personnel accommodation; and
- g) Transport and escort.

1.1.2. The Contractor is not responsible for project management of capital works at OPCs.

### 2. Management and maintenance of assets and the Site

#### 2.1. General

2.1.1. The Contractor is required to immediately notify Wilson Security in writing of any loss, destruction, damage to, or defect in, the Site facilities, Broadspectrum assets, Department assets (or any part thereof) in.

#### 2.2. Contractor and Departmental assets

2.2.1. Wilson Security will provide all assets which are required in order to perform its and the Contractors obligations under the Agreement that are not otherwise provided by Broadspectrum. Assets required to perform the Services in the OPC will be at the Department's expense subject to any requirements detailed by Transfield Services from time to time.

2.2.2. The Contractor is required to label its own assets located in the OPC to enable the parties to distinguish between the Contractor's assets and other assets.

2.2.3. Where Wilson Security, Broadspectrum, or the Department provides or pays for an asset at the Site, the asset will, as between the Parties, remain or become the property of Broadspectrum.

2.2.4. Not used.

2.2.5. The Contractor will be responsible for indemnifying Wilson Security in respect of loss, destruction, damage to assets.

2.2.6. The Contractor will not be liable for the costs of repair or replacement of assets where, in the reasonable opinion of Wilson Security, the repair or replacement results from reasonable wear and tear of the asset.

#### 2.3. Asset register

2.3.1. The Contractor where required by Wilson Security will assist in implementing a system for identifying and managing assets at the Site to be recorded in a register.

2.3.2. The Contractor will assist Wilson Security to undertake an entry stocktake of all assets at the Site relating to the Services.

2.3.3. The Contractor is required to ensure that the asset register in relation to the Services is up to date, including:

- a) to undertake quarterly stocktakes of all assets at the Site;
- b) to add new assets as soon as they arrive at the Site; and
- c) and provide a report to Wilson Security of any damaged, lost or replaced assets.

#### **2.4. Maintenance of Assets, Infrastructure and Grounds**

2.4.1. The Contractor will assist Wilson Security on the management and maintenance of assets and infrastructure related to the Services. Broadspectrum will be responsible for accepting and commissioning all infrastructure. The Contractor must ensure that Contractor Personnel receive the associated operations, maintenance and safety training inductions and information.

2.4.2. The Contractor must maintain assets and infrastructure relating to the Services to provide a safe, secure and healthy environment, including:

- a) planning, scheduling and performing maintenance; and
- b) planning, scheduling and performing modifications where approved by Wilson Security.

**2.5. Not used**

**2.6. Not used.**

#### **2.7. Damage or loss by Transferees**

2.7.1. Where the Contractor becomes aware that a Transferee has damaged or lost assets, the Subcontractor must notify Wilson Security:

2.7.2. The Contractor is responsible for the costs to repair or replace damaged or lost assets where the damage or loss has occurred due to the Contractor negligence, such as ineffective asset management practices.

#### **2.8. Security systems**

2.8.1. The Contractor is required to assist Wilson Security, in accordance with arrangements notified by Broadspectrum, maintain and test security systems at the Site to ensure the security systems remain functional at all times.

#### **2.9. Emergency systems and services**

2.9.1. The Contractor is required to assist Wilson Security to maintain and test emergency installed systems processes and equipment at the Site in accordance with applicable law, emergency services recommended procedures, manufacturer's instructions and any other requirements notified by Broadspectrum.

2.9.2. For the purposes of this section emergency systems include:

- a) fire fighting systems including suitably qualified Personnel;
- b) alarm systems;
- c) safety and emergency signage;
- d) systems for managing power outages, in particular standby diesel generators and uninterrupted power supplies; and
- e) first aid equipment.

#### **2.10. Work practices**

2.10.1. The Contractor is required to in relation to the Services:

- a) ensure all maintenance work practices are compatible with the Site; and
- b) where maintenance or modifications are conducted at the Site:
  - i. maintain safety in the Site;

- ii. organise for maintenance or modifications to be done during Business Hours as far as is reasonably practicable (this requirement does not apply to repairs to critical systems);
  - c) ensure tools are controlled at all times and remain inaccessible to Transferees; and
  - d) ensure all Contractor Personnel abide by any conditions of entry to the Site.
- 2.10.2. The Contractor is required to perform Services necessary to enable Transfield Services to provide interested Transferees with the ability to participate in gardening activities, and where this occurs the Contractor must:
- e) ensure that all maintenance tools are controlled by Subcontractor Personnel as far as is reasonably practicable, in accordance with a documented control of tools procedure;
  - f) closely supervise Transferees during any gardening activities;
  - g) develop and implement specific induction procedures to be delivered to Transferees participating in gardening activities; and
  - h) satisfy any specific Departmental requirements regarding the use of tools.

### 2.11. Communication about maintenance and modifications

- 2.11.1. The Contractor is required, as far as is reasonably practicable, to:
- a) ensure all people affected by any maintenance work or modifications being undertaken at a Site are aware of the nature and extent of the activity; and
  - b) communicate details of actions required to maintain safety such as:
    - i. prevention of unauthorised access to areas under maintenance, repair or modification;
    - ii. erecting barriers and signage in accordance with the requirements of all relevant work health and safety laws and Australian Standards; and
    - iii. notifying Transferees and other people affected of any alternative arrangements and the duration that they may be in place.

## 3. Security Services

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### 3.1. General

- 3.1.1. The Site needs to provide a safe and secure environment for Transferees and Personnel at the Site, ensuring that each individual's human rights, dignity and well-being are preserved.
- 3.1.2. The Contractor is required to deliver structured security services at the Site that are consistent with the goals of the Site, enable Transfield Services and the Contractor to manage routine events at the Site and respond promptly and flexibly to any incident.
- 3.1.3. The Department will provide security infrastructure at the Site, which may include perimeter fencing, lighting towers and an entry gate.
- 3.1.4. The approach to safety and security will be required to ensure that the needs of Transferees are met. The approach and procedures should emphasise communication and interaction strategies that address potential or actual risks before they escalate and effect their de-escalation.
- 3.1.5. Security services should be supported and informed by intelligence collection and analysis measures.

### 3.2. Integrity of the Site



1.2.1 Not Used

**3.3. Safety and security plan**

3.3.1. The Contractor is required to deliver the Security Services described in this Annexure in compliance with the approved safety and security plan.

**3.4. Security Personnel**

3.4.1. The Contractor must provide trained Personnel to:

- a) deliver security services, 24 hours a day and seven days a week at the Site;
- b) respond effectively to unforeseen Incidents while treating Transferees with dignity and respect; and
- c) engage with Transferees and other stakeholders to detect possible incidents before they occur.

3.4.2. The Contractor is required to provide dedicated Personnel drawn from outside of its normal staffing levels to deal with major incidents, without reducing business as usual capability.

3.4.3. Personnel will be responsible for:

- a) collecting biometric information;
- b) operating surveillance systems; and
- c) completing a training course developed by a Level IV accredited trainer in security operations prior to commencing work at the Site.

3.4.4. The Contractor is required to implement arrangements for refresher training of relevant Personnel when necessary.

3.4.5. The Contractor is required to:

- a) ensure daily rosters of Personnel for the Site provide a reasonable number of Personnel with the skills, experience and fitness required to manage the security environment in a manner that addresses identified risks in the security risk assessment; and
- b) provide Broadspectrum with rostering arrangements at the commencement of each alternate business week for the coming fortnight.

**3.5. Safety and security information obligation**

3.5.1. The Contractor is required to:

- a) gather and record safety and security information to inform the development of the Site and Transferees security risk assessments and maintain the safety and security of the Site;
- b) gather and store safety and security information in accordance with the record keeping obligations, including privacy and confidentiality obligations, set out in the Agreement; and
- c) provide this information to Broadspectrum, as directed.

3.5.2. Safety and security information includes information to be provided by other service providers and covers, amongst other things:

- a) unusual occurrences;
- b) information received from a Transferee;
- c) a Transferee or group of Transferees, acting unusually or out of character;
- d) Incident Reports;
- e) trends in incidents; and



- f) relevant information received from any source.

### 3.6. Site security risk assessment

- 3.6.1. The Contractor must deliver the Security Services described in this Annexure in compliance with the security risk assessment for the Site.

### 3.7. Communication of safety and security requirements

- 3.7.1. The Contractor must communicate Site safety and security requirements to all people on Site (including Transferees, Personnel and visitors). This communication will be required to:
  - a) contain only information required by the target audience;
  - b) encourage compliance with the Site safety and security rules;
  - c) be in a language and form understood by the target audience; and
  - d) accommodate people with special needs, such as illiteracy or visual impairment.
- 3.7.2. The Contractor is required to ensure Transferees and other people in the Site are aware of contingency plans for the Site.

### 3.8. Entry control

- 3.8.1. The Contractor is required to facilitate controlled and efficient access to the Site by all persons (including Personnel, visitors, government agency officials and Transferees), vehicles and goods in an efficient manner. The access control procedures will be required to be sufficiently robust to eliminate the possibility of unauthorised access and enable tracking personnel movements in the event of an emergency.
- 3.8.2. The Contractor must ensure that all visitors to the Site are treated with dignity and respect throughout the entry process.
- 3.8.3. The Contractor is required to ensure that entry and egress procedures are complied with by all persons requesting access to the Site.

### 3.9. Identification

- 3.9.1. The Contractor is required to assist Wilson Security to implement a system to identify all people seeking access to the Site and provide a visual means of readily identifying all people while they remain on the Site, including:
  - a) confirming access rights and escort requirements;
  - b) creating and issuing identification passes; and
  - c) discreetly monitoring movement and location of all people on the Site.

### 3.10. Access to controlled areas

- 3.10.1. The Contractor is required to assist Wilson Security to implement systems to manage access to controlled areas within the Site, including implementing a strict control regime for access keys and locks and static guarding where required. Controlled areas are:
  - a) secure storage areas;
  - b) administration areas;
  - c) hazardous materials stores;
  - d) medical facilities;
  - e) control room;
  - f) tool and vehicle stores;
  - g) plant and equipment; and
  - h) other areas designated by Wilson Security or Broadspectrum as controlled areas.

### 3.11. Operations logs

3.11.1. The Contractor is required to:

- a) maintain operations logs at the Site as needed to record the date, time and location for all security related events and actions taken, and constitute an official record of activities and events within the Site;
- b) ensure operations logs provide a comprehensive and accurate account of all Site operations;
- c) inform Wilson Security of the range, intent and scope of operations logs in use, and will be required to advise any changes; and
- d) provide operations logs as soon as is reasonably practicable to Wilson Security upon receiving a written request.

### 3.12. Digital records

3.12.1. The Contractor when directed by Wilson Security is required to digitally record an audio and visual record of all instances where there is any incident where the Contractor, acting reasonably, knows that Broadspectrum, the Department or local authorities may require evidence of the actions of Personnel.

3.12.2. Where such recordings have been made, the Contractor must assist Wilson Security to within 45 minutes of producing the recording:

- a) make an unedited copy of the recording;
- b) label the original and copy of the recording with the date and time of the recording and the names of people who appear in the recording; and
- c) provide the original recording to Broadspectrum.

### 3.13. Incidents

3.13.1. The Contractor is required to:

- a) take all reasonable steps to manage all incidents to ensure the safety and welfare of Transferees and other people at the Site;
- b) seek to resolve all incidents using negotiation and other de-escalation techniques; and
- c) restore safety and security in the Site as quickly as possible.

### 3.14. Checks to verify all Transferees are present and safe

3.14.1. Not Used

3.14.2. The Contractor is required to work with other service providers to implement processes and procedures for random identification checks and movement restrictions to be able to better account for Transferees.

3.14.3. The check conducted by the Contractor must be conducted in a manner that respects the cultural, religious, gender and privacy needs of Transferees.

3.14.4. Personnel undertaking checks need to be skilled in identifying Transferees who may be unwell or not coping, including in circumstances where the Transferee may be attempting to hide a problem.

3.14.5. The Contractor must immediately report to Broadspectrum any concerns about a Transferee's safety, well-being and security.

### 3.15. Searches

3.15.1. Subject to clause 3.15.2, the Contractor is required to only conduct searches within the Site:

- a) with the prior approval of Wilson Security; or

b) on request of Wilson Security.

3.15.2. If any Contractor Personnel are authorised as “authorised persons” by the Minister or the Chief Migration Officer under the Migration Act 1978 (Papua New Guinea) and are directed by an administrator or authorised officer as defined in section 2 of the Migration Act 1978 (Papua New Guinea) to conduct a search within the Sites on Manus Island, those persons are permitted to carry out that search only in accordance with:

- a) the terms of the Migration Act 1978 (Papua New Guinea); and
- b) the terms of the direction issued by the administrator or authorised officer under the Migration Act 1978 (Papua New Guinea).

### 3.16. Use of Force

3.16.1. Subject to clause 3.16.2, the Contractor Personnel must only use force within the Site that is reasonable, in accordance with the relevant RPC legislation and in the following circumstances:

- a) to prevent a Transferee committing an act of self-harm;
- b) to prevent one Transferee harming another Transferee;
- c) in self-defence or to prevent a Transferee harming other Personnel;
- d) to evacuate or move Transferees and Personnel at immediate risk of harm;
- e) when undertaking defensive measures to suppress a riot or protest in circumstances where those measures have been approved by the relevant host government authority and Transfield Services has instructed the Contractor to take such defensive measures; or
- f) the use of force is otherwise necessary for the protection of a person or property from harm due to unavoidable or unforeseen circumstances.

### 3.17. Visitor escorts

3.17.1. The Contractor must ensure that Contractor Subcontractor as requiring a visitor escort are accompanied by Personnel at all times;

- a) visitor escorts are conducted as discreetly as possible, allowing for private conversations between Transferees and visitors; and
- b) contractors requiring access are provided with an escort.

### 3.18. Perimeter security

3.18.1. Having regards to any ability of Refugees at the Sites on Manus Island to come to and go from any Site freely at any time, the Contractor must ensure that the security of the perimeter of the Site is maintained at all times in accordance with departmental policies and procedures as notified from time to time by Wilson Security.

### 3.19. Contingency plans and procedures

3.19.1. The Contractor is required to:

- a) Assist Wilson Security to implement the contingency plan for the Site, that details the control arrangements, communications, and other processes and procedures required for the Contractor to maintain the safety and security of Transferees and other people who may be in the Site at the time having regard to the ability of Refugees at the Sites on Manus Island to come to and go from any Site freely at any time;
- b) The contingency plan address a range of plausible contingencies, which include but not limited to:

- i. procedures for notifying Broadspectrum, the Department and other service providers that the contingency plan is in effect;
- ii. coordination procedures with Broadspectrum, the Department and other service providers and other authorities;
- iii. processes for communicating emergency procedures to Transferees, Personnel and all other people at the Site to ensure they understand the emergency procedures;
- iv. plans and arrangements for applicable emergency services (such as ambulance services, fire services, police services, utilities and nominated contractors) to access and move through the Site;
- v. procedures which apply to a variety of emergency situations (to include evacuation where warranted); and
- vi. frequency of emergency drills and tests.

### 3.20. Safety and security exercises

3.20.1. The Contractor is required, in conjunction with other service providers, to:

- a) Participate in monthly (or fortnightly, if otherwise required by Wilson Security) safety and security exercises to test security and Incident response capabilities for Personnel of all service providers; and
- b) at the conclusion of each safety security exercise, assist Wilson Security to provide a written report to Broadspectrum on the outcomes from the exercise including any proposals for continuous improvement.

## 4. Work Health and Safety

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### 4.1. General

4.1.1. The Contractor is required to:

- a) Assist Wilson Security to implement a work health and safety (WHS) plan for the site;
- b) comply with all applicable Laws for WHS which include for the avoidance of doubt the *WHS Law*, regulations and codes of practice as well as any applicable local laws and where there is any conflict, comply with the highest standard;
- c) participate in a WHS committee to oversee compliance with WHS requirements for the site.

4.1.2. The Contractor is required to comply with the WHS plan.

### 4.2. Safety precautions in performing the Services

4.2.1. The Contractor is required to take all reasonable steps to ensure all people within the Site observe all the WHS rules for that Site, including rules applicable to:

- a) the storage, transport, and use of materials; and
- b) safe work processes and the incorporation of any safety precautions.

4.2.2. The Contractor is required to provide appropriate employment assistance programmes for all Personnel, where appropriate. The Contractor must ensure that all Personnel are aware of and have access to these programmes at all times, particularly while working at a Site and after any deployment.

### 4.3. Use of hazardous substances and chemicals

4.3.1. The Subcontractor must take all reasonable steps and work with the other service providers to ensure that:

- a) Transferees, visitors and Personnel are not exposed to hazardous chemicals; and

- b) Compliance with all material safety data sheets of all chemicals used in the delivery of Services.

4.3.2. For the purposes of this section, hazardous chemicals have the meaning given in the *WHS Law*.

## 5. Management of emergencies

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### 5.1. General

5.1.1. The Contractor is required to:

- a) operate and maintain the Site as a safe and secure environment for people to live and work in; and
- b) comply with all applicable Laws (which may include both host government and Australian laws) and Australian Standards for the control and management of emergencies.

5.1.2. The Contractor must, comply with the emergency management plan as approved by Transfield Services (including the Contractor's procedures for managing and responding to all emergencies) for the Site, to ensure the safety and security at the Site of all Transferees, Personnel and visitors.

### 5.2. Compliance with Australian Standards

5.2.1. The Contractor must comply with all applicable Australian Standards including Australian Standard 3745: Emergency Control Organisation and Procedures for Buildings, Structures and Workplaces and any update to that standard.

### 5.3. Emergency Control Organisation

5.3.1. The Contractor where required is assist Wilson Security implement, in conjunction with Transfield Services, the Department Operations Team Leader and other service providers, an Emergency Control Organisation at the Site, which will be responsible for:

- a) implementing emergency procedures as prescribed in the emergency plan and procedures;
- b) ensuring that all Personnel within the Site are trained for their role in an emergency;
- c) reporting any matters likely to affect the viability of the emergency plan and procedures;
- d) checking on the effectiveness of emergency systems and equipment; and
- e) controlling emergency situations until the appropriate emergency service arrives to take control, at which time, the Emergency Control Organisation will work in conjunction with that service.

### 5.4. Emergency exercises

5.4.1. The Contractor must in conjunction with other service providers:

- a) conduct all emergency exercises required by law or as directed by Transfield Services at the Site; and
- b) maintain records of all emergency exercises conducted.

### 5.5. Access to the Site

5.5.1. The Contractor is required to at all times, with or without notice, provide access to any part of the Site to Department personnel, the Auditor-General and the Privacy Commissioner and members of the Council for Immigration Services and Status Resolution.

- 5.5.2. Subject to their compliance with any applicable security requirements, the Contractor is required to facilitate access to the Site by representatives of those government agencies who have entered into Memorandum of Understanding with the Department, in order to enable them to provide the Services referred to therein.
- 5.5.3. The Contractor must not knowingly provide access to the Site for media visits and external agencies except with the approval of Wilson Security and in accordance with the procedures and conditions specified by Wilson Security .
- 5.5.4. The Subcontractor must develop entry and egress procedures for all persons requesting access to the Site, which includes Personnel and visitors.

## **6. Logistics**

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### **6.1. General**

- 6.1.1. The Subcontractor is required to work cooperatively with Wilson Security, Broadspectrum, the Department, local authorities and other service providers to ensure that logistics are completed in a timely manner.

## **7. Personnel accommodation**

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### **7.1. General**

- 7.1.1. The Contractor is required to provide the Services set out in this Annexure at Personnel accommodation.
- 7.1.2. The Contractor is required to provide Services in the timeframe specified by Wilson Security.
- 7.1.3. Wilson Security may vary existing capacity or add an Accommodation Site to the Agreement at any time by providing 10 days' notice in writing.

### **7.2. Not Used**

## **8. Transport and Escort**

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### **8.1. General**

- 8.1.1. The Contractor is required assist Wilson Security to:
- a) supply transport and escort services for the Site;
  - b) transport and escort Transferees and their property in accordance with Transfield Services' requests, where the transport is voluntary or due to medical evacuation;
  - c) transport Transferees for the purposes of programmes and activities and local appointments;
  - d) supply transport via a shuttle bus service for Transferees and Personnel; and
  - e) transport Personnel to and from accommodation facilities for the commencement and end of each shift.

### **8.2. Delivery of transport and escort Services**

- 8.2.1. The Contractor is required to:
- a) deliver transport and escort services in a manner that takes into account Wilson Security, Broadspectrum or the Department's requirements, the needs and wellbeing of passengers, the integrity of other service providers and contingency situations and related risks;
  - b) operate appropriate vehicles and inclusions, including communication devices;
  - c) provide appropriately trained Personnel to undertake the Services;



- d) where the transport and escort is for a Transferee voluntary return, ensure the Transferee being transported is the person nominated in the transport request before the task commences;
- e) ensure that passengers are aware of where they are going and the expected time of departure and arrival;
- f) develop and distribute schedules for scheduled transport and escort Services; and
- g) provide all meals, beverages and medications for the transport and escort task, where appropriate.

8.2.2. Modes of transport applicable for transport could be by air, sea, or vehicle.

### 8.3. Vehicles

8.3.1. Where the Services require the Subcontractor to provide vehicles, the Subcontractor is required to:

- a) provide vehicles in types and quantities of vehicles suitable for transporting Transferees and Personnel;
- b) ensure all vehicles:
  - i. comply with applicable laws for passenger transport vehicles;
  - ii. are clean and tidy;
  - iii. are appropriate to the number of people being transported;
  - iv. carry the appropriate equipment, such as a first-aid kit and fire extinguisher;
  - v. are serviced and maintained;
  - vi. are insured and registered;
  - vii. are operated by licenced drivers; and
  - viii. have log books and supporting records maintained.



## PART 4 – GOVERNANCE ARRANGEMENTS

### 1. Governance arrangements

#### 1.1. Governance framework

- 1.1.1. The Contractor is required to comply with the governance framework developed by Wilson Security, which may change from time to time.
- 1.1.2. The Contractor is required to cooperate with Wilson Security, Broadspectrum, the Department, other service providers, and stakeholders, to meet the needs of Transferees and assist Broadspectrum and the Department to meet their obligations.
- 1.1.3. The Contractor may be required by Wilson Security from time to time to attend local management meetings, including but not limited to:
- a) daily morning meetings with Wilson Security and other service providers;
  - b) Work Health and Safety (WHS) Committee meetings with Broadspectrum, the Department and other service providers to review WHS concerns at an OPC;
  - c) weekly operations review meetings with Wilson Security to review performance and service delivery at an OPC; and
  - d) monthly contract meetings with Wilson Security, to review the effectiveness of governance arrangements, risks and issues affecting the OPC.

Unless otherwise advised by Wilson Security, local management meetings will be held on Site.

- 1.1.4. The Contractor is required to participate in, and action agreed items resulting from all meetings, at the request of Wilson Security.
- 1.1.5. The Contractor is required to provide updates, reports and briefings for all meetings, at the request of Wilson Security.
- 1.1.6. The Contractor with Wilson Security, Broadspectrum, the Department, relevant OPC government and communities may be required to:
- a) participate in and contribute to regular meetings with community leaders; and
  - b) develop and maintain good working relationships with key community members.

Broadspectrum or the Department will take a lead role in the development and implementation of any community consultations or meetings.

## **ANNEXURE 9 – PERFORMANCE MANAGEMENT FRAMEWORK**

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### **1. Introduction to the Performance Management Framework**

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#### **1.1. Overview**

- 1.1.1. The Performance Management Framework (the Framework) describes the performance assessment process and outlines Key Performance Indicators that are expected of the Subcontractor. The Framework has been designed based on the Performance Management Framework that Transfield is required to comply with under the provisions of the Head Contract with the Department and is intended to be substantially back to back with Wilson Security obligations to Broadspectrum under the Head Contract in respect of the performance assessment process and Key Performance Indicators so far as applicable to the Services to be provided by the Contractor under this Agreement and Wilson Security under the PNG Agreement
- 1.1.2. The Framework has been designed to assist Wilson Security in monitoring and evaluating the performance of the Contractor against its contractual requirements and Wilson Security's expected outcomes.
- 1.1.3. The Framework requires a collaborative approach between Wilson Security and the Contractor. The performance assessment process is risk based, and focuses primarily on performance against the responsibilities of the Contractor as described in Annexure 8. Successful performance by the Contractor is expected to be achieved through quality service delivery, addressing identified risks and providing Wilson Security with evidence of performance.

#### **1.2. Individual Subcontractor Report**

- 1.2.1. The Contractor must comply with the Individual Subcontractor Report (ISR) Instruction Manual which sets out the format, content and timing for completing the Monthly Performance Reporting process. Attached to the ISR Instruction Manual (as an appendix), is the ISR Template that is used to record the results of the monthly performance assessment.

### **2. Key commercial principles of the Framework**

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- 2.1.1. The Framework uses a risk (abatement) and reward (incentive) approach to incentivise performance in Key Performance Indicators (KPIs). The performance management regime has the following key commercial principles:
- a. Financial abatement – Service Credits
- Poor performance against KPIs by the Contractor may result in monthly service credits being paid (or abated) by the Contractor to Wilson Security. The level of the service credit (abatement) will depend on Risk Ratings assigned to the KPIs and the Frequency of Occurrence of performance failures. The monthly Maximum Credit at risk is 6% of the fixed monthly Fee payable under this Agreement.
- 2.1.2. Repeat underperformance
- Consistent poor performance against the KPIs may ultimately lead to termination of the Agreement.

### 3. Key elements of the Framework

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- 3.1.1. The Framework applies to the Subcontractor's performance at all RPC Sites.
- 3.1.2. The Framework includes the following key elements:
- a. Key Performance Indicators (KPIs) and KPI Outcomes: The Contractor's performance is assessed against KPIs. The KPIs represent the critical areas or service lines that frame Transfield Services' and the Department's expected outcomes. The performance assessment is designed to measure the extent to which the Contractor's performance has contributed to the achievement of the KPI Outcomes.
  - b. Contract Responsibilities: The Contractor's performance for each KPI is assessed against Contract Responsibilities (CRs) that reflect the services set out in Annexure 8 of this Agreement.
  - c. Risk Ratings: The performance framework adopts a risk based approach that focuses on the CRs. At the commencement of each quarter, the Contractor is required to rate its risk of non-compliance for each identified CR. The Subcontractor and Wilson Security will jointly agree on the Risk Ratings.
  - d. Performance Measures: The Performance Measures define the method of assessing, either quantitatively or qualitatively, how the Contractor has performed against its CRs and is evidenced by data recorded by the Contractor. The result of the Performance Measure provides an evidence basis for Performance Ratings and for service credits (financial abatement) for underperformance, if applicable.
  - e. Performance Ratings: On a monthly basis the Contractor is required to assess its performance against the CRs and assign a Performance Rating. The ratings are defined as: exceptional, exceeds expectations, meets expectations, improvement needed or unsatisfactory. A rating of Improvement needed or Unsatisfactory indicates there has been a Performance Failure. The Performance Rating will be informed by the results of the Performance Measures.
  - f. Service credits (Abatement regime): In order to manage underperformance and non-compliance with CRs, the Framework adopts an abatement regime for identified Performance Failures. The level of abatement/service credit is determined by both the Risk Rating assigned to Performance Failures and the Frequency of Occurrence of the Performance Failure. In a reporting period where abatement/service credit is applicable, a service credit as set out in clause 2.1.1 of this Annexure 8 of the Agreement may apply.
  - g. Performance reporting: The Contractor is required to report on its performance to Transfield Services by submitting an Individual Contractor Report (ISR). The ISR is a monthly report on the Subcontractor's Risk Ratings, performance against Contract Responsibilities (CRs) and abatements/payments for reduced performance (Performance Failures) (if applicable). The ISR is to be completed in accordance with instructions set out in the ISR Instruction Manual and the ISR Template attached to the ISR Instruction Manual (or as otherwise required by Wilson Security).

#### 4. Key Performance Indicators

- 4.1.1. Wilson Security's performance under the Head Contract is assessed against Key Performance Indicators (KPIs) and the KPIs represent critical areas or service lines that frame the Department's and Broadspectrum's expected outcomes. Table 1 below sets out the KPIs and the associated expected outcomes under the performance management framework under the Head Contract and Broadspectrum's performance is assessed against KPIs.

Table 1 KPI areas and KPI Outcomes for Broadspectrum

KPI areas and service lines	KPI Outcomes
1. Welfare	The cultural, spiritual, social, mental and emotional wellbeing of transferees and transferee community is maintained and positively influenced by service provider involvement where practical.
2. Care	The physical wellbeing of transferees and the overall transferee community is maintained and positively influenced by service provider involvement.
3. Security	The safety, integrity and good order of the facility, its people and its operations are maintained.
4. Health and Medical	N/A to this Contract.
5. Education and recreation	Transferees are given the opportunity to access education services, achieving reasonable education and training outcomes to accepted professional standards.
6. Counselling	Transferees are given the opportunity to access counselling services to accepted professional standards.
7. Interpreters	Transferees are given the opportunity to access interpreting services to facilitate communication
8. Logistics, Reporting and Support	The efficient, effective and economical operation of the centre is maintained. Performance reports are completed accurately and submitted in a timely manner.
9. Strategic and Relationships	Transfield Services takes a collaborative and integrated approach to the provision of services, will be effective in managing complex stakeholder and governance issues, and builds long term relationships with the Department and other service providers. Transfield Services drives continuous improvements in service delivery and actively puts forward innovative, value for money proposals that are for the benefit of Transferees and the Department.

- 4.1.2. The Contractor and Wilson Security's performance is also assessed against Key Performance Indicators (KPIs) relevant to the services that they provide to Transfield Services. The KPIs that the Contractor and Wilson Security must comply with represent critical areas or service lines that frame Broadspectrum and the Department's expected outcomes in respect of such services. The KPIs and the associated expected outcomes in respect of the Subcontractor and Wilson Security are those summarised in Table 1A below:

Table 1A KPI areas and KPI Outcomes for subcontractors

KPI areas and service lines	KPI Outcomes
1. Welfare	The cultural, spiritual, social, mental and emotional wellbeing of transferees and transferee community is maintained and positively influenced by service provider involvement where practical.
2. Care	The physical wellbeing of transferees and the overall transferee community is maintained and positively influenced by service provider involvement.
3. Security	The safety, integrity and good order of the facility, its people and its operations are maintained.
4. Health and Medical	N/A
5. Education and recreation	Transferees are given the opportunity to access education services, achieving reasonable education and training outcomes to accepted professional standards.
6. Counselling	Transferees are given the opportunity to access counselling services to accepted professional standards.
7. Interpreters	Transferees are given the opportunity to access interpreting services to facilitate communication
8. Logistics, Reporting and Support	The efficient, effective and economical operation of the centre is maintained. Performance reports are completed accurately and submitted in a timely manner.
9. Strategic and Relationships	The Contractor takes a collaborative and integrated approach to the provision of services, will be effective in managing complex stakeholder and governance issues, and builds long term relationships with Broadspectrum and the Department and other service providers. The Contractor drives continuous improvements in service delivery and actively puts forward innovative, value for money proposals that are for

KPI areas and service lines	KPI Outcomes
	the benefit of Transferees, Broadspectrum and the Department.

**5. Contract Responsibilities**

- 5.1.1. The Contractor's performance for each KPI will be assessed through the use of Contract Responsibilities (CRs) that reflect the services set out in Annexure 8 of this Agreement. The CRs are identified and defined in the ISR Template.
- 5.1.2. An example of CRs for selected KPIs are provided in table 2 below (full definitions are set out in the ISR Template).

Table 2 Example of Contract Responsibilities

	Contract Responsibilities		
KPI service line	Garrison Services	Transferee Welfare Services	Governance
Welfare	[n/a]	Ensure access to communication services {SOR 6.1}	[n/a]
Security	Effectively and efficiently manage and review security processes {SOR 4}	[n/a]	[n/a]
Strategic and Relationships	[n/a]	[n/a]	Build long term relationships and improve service delivery for Transferees {SOR3.1}

**6. Risk assessment**

**6.1. Risk of non-compliance of Contract Responsibilities**

- 6.1.1. In accordance with clause 6.1.1 of Annexure 7 of the Agreement, within 8 weeks of the Commencement Date the Contractor and Wilson Security will jointly agree on a Performance Management Framework which will include joint agreement on the Contractor's risk of non-compliance against each identified CR, that is provide a Risk Rating against each CR. Risk Ratings are defined as either; Extreme, High, Medium, Minor or Low as explained in the ISR Instruction Manual. The Contractor is required to record its Risk Ratings in the ISR Template (as set out in the appendix to the ISR Instruction Manual).

- 6.1.2. For each CR with an assigned Risk Rating the Contractor is required to detail its risk mitigation strategies setting out the controls and procedures it has in place to mitigate the risks.
- 6.1.3. At the commencement of each quarter following the Commencement Date, the Contractor is required to review, and if necessary update the Risk Ratings and submit them to Wilson Security for approval. The Risk Ratings that were agreed and recorded in the ISR Template for the previous quarter will remain in place until the updated Risk Ratings have been jointly agreed by Broadspectrum and Wilson Security .

**7. Performance Measures**

- 7.1.1. Performance Measures (PMs) measure the Contractor's performance against its CRs and are used to inform Performance Ratings. The PMs provide a benchmark of expected performance standards.
- 7.1.2. The Contractor's performance against each CR is either quantitatively or qualitatively assessed using the PMs described in the ISR Template, as agreed between Wilson Security and the Contractor. The result of this performance assessment, referred to as the Performance Measure Result, is to be supported by data recorded by the Contractor and provides an evidence base to support the Performance Rating. Table 3 provides an example of a PM definition and PM Result.

Table 3 Example of Performance Measure

Contract responsibility (CR)	Performance Measure (PM) definition	Performance Measure Result
Ensure access to communication services	<p>This PM measures the extent to which communication services were accessible to Transferees. The benchmark is for Transferees to have access to functioning [internet and telephone services] on a [24 hour basis i.e. 100% accessibility].</p> <p>The PM is calculated based on the actual number of hours internet and telephone services were accessible in the month.</p>	<p>During the month there were no recorded instances of internet or telephone failure and no interruptions to accessibility by Transferees.</p> <p>The benchmark of 100% accessibility has been met and therefore the PM Result meets expectations. (The outcome of the PM Result is used to inform the Performance Rating).</p>

- 7.1.3. The PMs will be jointly reviewed by the Parties and Wilson Security on a six-monthly basis. The purpose of the review will be to examine the effectiveness and practicality of the PMs. If certain PMs are found to be ineffective or are unable to be accurately measured as described in the definition of the PM, the Parties may agree to amend the PMs. The updated PMs will be approved by Wilson Security and the ISR Template updated accordingly.



## 8. Performance Ratings

- 8.1.1. As part of the Framework's Monthly Performance Reporting process, the Contractor is required to assess its performance against the CRs and assign a Performance Rating. The Contractor is required to inform its Performance Rating by reference to the quantitative and qualitative results of the Performance Measure Results. The Performance Rating definitions are summarised in table 4 below.

Table 4 Performance Rating definitions

Performance Rating	Definition
Exceptional (5)	Performance far exceeded expectations due to exceptionally high quality of work performed in all essential areas of responsibility, resulting in an overall quality of work that was excellent
Exceeds expectations (4)	Performance consistently exceeded expectations in all essential areas of responsibility and the quality of work overall was good.
Meets expectations (3)	Performance consistently met expectations in all essential areas of responsibility and the quality of work overall was satisfactory
Improvement needed (2)	Performance did not consistently meet expectations – performance failed to meet expectations in one or more essential areas of responsibility and/or one or more of the most critical goals were not met.
Unsatisfactory (1)	Performance was consistently below expectations in most essential areas of responsibility and/or reasonable progress toward critical goals was not made. Significant improvement is needed in one or more important areas.

## 8.2. Performance Failures

- 8.2.1. Performance Ratings of either a 2 (Improvement needed) or 1 (Unsatisfactory) are considered to be Performance Failures.
- 8.2.2. Performance Failures are subject to either service credits and/or additional reporting through submission of Action Plans, as described under the abatement regime at section 9 below.

## 8.3. Performance Rating Disputes

- 8.3.1. Performance Rating disputes between the Parties should be dealt with in the manner described in the ISR Instruction Manual, if applicable or otherwise as specified under the Agreement

## 8.4. Excusable Performance Failure Event

- 8.4.1. An Excusable Performance Failure Event (EPF) is a circumstance or event which Wilson Security recognises as being beyond the reasonable control of the Contractor. EPFs are defined in the Agreement..
- 8.4.2. An EPF may be requested by the Contractor to excuse instances where a Performance Failure has occurred. If the Contractor is seeking EPF relief, the Contractor is required to notify Wilson Security within two (2) business days of identification of the EPF and subsequently make a submission to Wilson Security for consideration within three (3) business days of identification of the relevant EPF.
- 8.4.3. The process and format for making EPF submissions is as described in the ISR Instruction Manual or as otherwise specified by Transfield Services..

## **9. Abatement Regime**

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- 9.1.1. Where a Performance Rating of either 1 (Unsatisfactory) or 2 (Improvement needed) has been assigned to a CR, that is, a Performance Failure has occurred, the Contractor may incur a service credit (financial abatement) and/or be required to provide additional reports to the as described below.
- 9.2. Service Credits for Performance Failures**
- 9.2.1. Service credits (financial abatements) may be applied in respect of the Subcontractor's Performance Failures in the form of a percentage deduction of the Monthly Fee payable to the Contractor in respect of the RPC Sites. The service credit and Maximum Credit is defined in clause 2.1.1 of this Annexure 8 of the Agreement.
- 9.2.2. The amount payable per month as the service credit is dependent on:
- a. the Risk Rating assigned to the CR for which a Performance Failure has occurred and;
  - b. the Frequency of Occurrence of the Performance Failure,
- capped at the Maximum Credit as defined under clause 2.1.1 of this Annexure 8 of the Agreement.
- 9.3. Frequency of Occurrence of Performance Failures**
- 9.3.1. The Frequency of Occurrence of Performance Failures, together with the Risk Ratings, will determine whether a service credit is to be paid (or an abatement) is to be: applied immediately or; a percentage of the monthly Maximum Credit withheld or; nil service credit (financial abatement) is to be applied.
- 9.3.2. The Performance Failure Frequency of Occurrence is defined as:
- a. A first occurrence of a Performance Failure is referred to as an Initial Failure; a second occurrence of a Performance Failure is referred to as a Secondary Failure; and a third occurrence of a Performance Failure is referred to as a Third Failure.
  - b. For a Performance Failure to become a Secondary or Third Failure, the same Performance Failure must have occurred in two or three consecutive reporting periods. For example, a Performance Failure occurring in July and August would constitute a Secondary Failure. A Performance Failure occurring in July, August and September would constitute a Third Failure. If a Performance Failure occurs

in July and then again in September, it would not constitute a Secondary Failure, but would be considered an Initial Failure.

9.3.3. If a Performance Failure occurs in more than three consecutive monthly reporting periods, it will be treated as a Third Failure.

**9.4. Tiered approach to applying service credits (financial abatement)**

9.4.1. Based on the Risk Rating assigned to the Performance Failure and the Frequency of Occurrence, a tiered approach to financial abatement is applied.

9.4.2. Where there has been a Performance Failure and the Risk Rating is:

- a. Extreme, a financial abatement will be applied immediately (i.e. on invoicing at the end of the relevant Monthly Reporting period) regardless of the Frequency of Occurrence.
- b. High or Medium, a percentage of the monthly Maximum Credit will be withheld until Wilson Security approves that the Performance Failure has been rectified/addressed, unless the Frequency of Occurrence is a Secondary or Third Failure in which case immediate financial abatement will apply.
- c. Minor or Low, no financial abatement will apply unless the Frequency of Occurrence is a Secondary Failure in which case a percentage of the monthly Maximum Credit will be withheld until rectified, or Third Failure in which case immediate financial abatement will apply.

9.4.3. Table 5 summarises the tiered approach to applying financial abatements to the Subcontractor's Maximum Credit under clause 6.3.3 of Annexure 7 of the Agreement.

Table 5 Summary of tiered approach to applying service credit (financial abatement)

Risk Rating assigned to CR	Performance Rating	Frequency of occurrence of Performance Failure	Financial Abatement /service credit applicable	Abatement % of monthly Maximum Credit
<b>Extreme</b>	> = 3	Nil	No	n/a
	2 or 1	Initial Failure	Yes	50%
		Secondary Failure	Yes	
		Third Failure	Yes	
<b>High</b>	> = 3	Nil	No	n/a
	2 or 1	Initial Failure	*Yes	30%
		Secondary Failure	Yes	
		Third Failure	Yes	
<b>Medium</b>	> = 3	Nil	No	n/a
	2 or 1	Initial Failure	*Yes	10%
		Secondary Failure	Yes	
		Third Failure	Yes	
<b>Minor</b>	> = 3	Nil	No	n/a
	2 or 1	Initial Failure	No	n/a
		Secondary Failure	*Yes	5%
		Third Failure	Yes	
<b>Low</b>	> = 3	Nil	No	n/a

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	2 or 1	Initial Failure	No	n/a
		Secondary Failure	*Yes	5%
		Third Failure	Yes	
*Refer to section 9.4.4. "Withholding financial Abatements"				

**9.4.4. Withholding financial abatement**

9.4.5. In Table 5, where an asterisk (\*) appears next to 'yes' in the "Financial Abatement/service credit applicable" column, the corresponding service credit/abatement will be withheld from the Contractor (Withholding financial abatement). The amount withheld will be released upon Wilson Security approving that the Performance Failure has been rectified/addressed.

**9.4.6. Action Plans to address Performance Failures**

9.4.7. For each Performance Failure that is reported as part of the Monthly Performance Reporting, the Contractor is to prepare an Action Plan. The Action Plan is required to outline the activities that the Subcontractor will undertake to address the issues that led to the Performance Failure and include a timeframe for the implementation of a rectification strategy. The format of the Action Plan is set out in the ISR Instruction Manual.

9.4.8. Where a Performance Failure has occurred in relation to a CR with an Extreme or High Risk Rating, an Action Plan is to be submitted to Wilson Security within 24 hours of the Performance Failure being identified.

**9.4.9. Example scenarios**

9.4.10. The ISR Instruction Manual contains a number of examples of how the performance Framework would be applied given a range of scenarios.

**9.4.11. Calculation of service credit/financial abatement**

9.4.12. The service credit/financial abatement for each Performance Failure shall be calculated in accordance with the following formula:

Financial Abatement per Performance Failure =

$$\frac{\text{Maximum Credit} \times \text{Abatement \% assigned to the Risk Rating of the Performance Failure (per table 5)}}{\sum (\text{Number of Contract Responsibilities in the same Risk Rating category})}$$

*Worked example of the amount of the service credit/financial abatement calculation:*

*Step 1: Determine the amount of fee at risk for each Risk Rating category, that is, Maximum Credit multiplied by the relevant Abatement Percentage for each Risk Rating category (A)*

*Step 2: Determine the number of Contract Responsibilities with the same Risk Rating (B)*

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*Step 3: Calculate the service credit/financial abatement per Performance Failure as: service credit/ financial abatement for each Performance Failure = Maximum Credit x (A) / (B)*

*Step 4: Calculate the total service credit/financial abatement for the month as  $\Sigma$  (service credit/financial abatement per Performance Failure x number of Performance Failures)*

*Step 1: Assume the Monthly Maximum Credit is \$3,000,000*

*The fee at risk for each Risk Rating category is:*

Risk Rating	Abatement %	Amount at risk \$ (A)
Extreme	50%	1,500,000
High	30%	900,000
Medium	10%	300,000
Minor	5%	150,000
Low	5%	150,000

*Step 2: The monthly ISR Template shows the following number of Contract Responsibilities in each of the Risk Rating categories (B): : 2 High Risk Ratings, 10 Medium Risk Ratings, 25 Risk Ratings of low and minor.*

*Step 3: The financial abatement per performance failure in each risk rating category is calculated as follows (A) / (B):*

*Performance Failures with a Risk Rating of High: \$900,000 ÷ 2 risks = \$450,000 abatement per performance failure*

*Performance Failures with a Risk Rating of Medium: \$300,000 ÷ 10 risks = \$30,000 abatement per performance failure*

*Performance Failures with a Risk Rating of Minor and Low: \$300,000 ÷ 25 risks = \$12,000 abatement per performance failure*

*Step 4: The monthly ISR Template shows the following number of Performance Failures (PF): 1 PF with a Risk Rating of High; 2 PFs with a Risk Rating of Medium; and 5 PFs with a Risk Rating of Low.*

*The total service credit/financial Abatement fo: the month = \$570,000[(1 x \$450,000) + (2 x \$30,000) + (5 x \$12,000)]*

**10. Performance**

10.1.1. Wilson Security expects that the Contractor will, at least, meet performance expectations across all KPI areas as a whole (that is, KPIs 1 to 9 inclusive), and across all RPC Sites.

**11. Strategic and relationship KPI – Qualitative survey**

**11.1.1. Qualitative survey**

11.1.2. The extent to which the Contractor has contributed to a collaborative relationship with Transfield Services, the Department and other service providers, and has delivered a

culture of continuous improvement, will be assessed based on the results of the qualitative survey for the Strategic and Relationship KPI (KPI 9).

- 11.1.3. Wilson Security will conduct a quarterly survey questionnaire (completed by selected Wilson Security representatives) to assess the Contractor's performance against KPI 9. The quarterly survey questions are set out in the ISR Template.
- 11.1.4. Wilson Security will qualitatively assess the Contractor's performance against each survey and assign a Performance Rating. The average of the Performance Ratings for all survey questions will be recorded in the ISR Template.

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**12. Not Used**

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**13. Management of underperformance in KPIs**

- 13.1.1. Wilson Security may exercise the following options at its discretion to manage underperformance of KPIs:
- 13.1.2. If at any time the Contractor has received, or is on a trajectory where it is likely to receive, three consecutive Performance Failures, then:
- a. Wilson Security may require the Contractor to submit a Rectification Plan with respect to the Performance Failures. The content and format of a Rectification Plan is set out in the ISR Instruction Manual.
  - b. If performance is not fully rectified in accordance with the Rectification Plan and within the agreed timeframe, then Wilson Security may terminate the Agreement.

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**14. Performance Framework Reporting**

- 14.1.1. The Monthly Performance Reporting process involves the Contractor submitting the following reports to Wilson Security (collectively referred to as the Monthly Performance Reports) for each RPC Site.
- a. An Individual Subcontractor Report (ISR) in accordance with the format and content described in the ISR Instruction Manual. The ISR should be submitted to Wilson Security within 5 business days of the end of the relevant reporting month.
  - b. An ISR Template in accordance with the format and content described in the ISR Instruction Manual. Appendix 1 to the ISR Instruction Manual provides an example of the format of the ISR Template.
  - c. Action Plans for Performance Failures (if applicable).
  - d. EPF submissions (if applicable).
- 14.1.2. The Parties will collaboratively agree on the Subcontractor's performance results as set out in the ISR and discuss Performance Failures resolved through Action Plans or Excusable Performance Failure (EPF) submissions.
- 14.1.3. The submission of timely, accurate and good quality Monthly Performance Reports is subject to performance assessment as defined in the ISR Template.

**15. Audits of Monthly Performance Reports**

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- 15.1.1. Wilson Security may periodically conduct audits of the Contractor's compliance with its performance obligations under the Performance Management Framework, including the Subcontractor's:
- a. Monitoring, measuring or reporting against any Performance Measure, for the purpose of verifying the derivation and calculation of any measure
  - b. Implementation of an Action Plan.
- 15.1.2. The audit may involve:
- a. Cross-checking and verification of data produced by the Contractor
  - b. Site visits to any or all of the RPC Sites; and
  - c. Interviews with key personnel.



## ANNEXURE 10 – AUDITING & RETURN OF DOCUMENTS

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### (A) Auditing

- (i) The Contractor must:
  - (A) ensure that all documents and records relating to the Services are available to Transfield Services and/or the Auditor at all reasonable times for examination, audit, inspection, transcription and (in respect of records only) copying; and
  - (B) give Wilson Security or any persons authorised in writing by Wilson Security, access to premises where the Services are being performed or where Official Resources are located.
- (ii) The rights referred to in clause (A) (i) are subject to:
  - (A) Wilson Security providing reasonable prior notice; and
  - (B) the reasonable security procedures in place at the premises; and
- (iii) Persons authorised for the purposes of clause (A) (i) (B) above include the Auditor- General and Information Officer (including their delegates).
- (iv) This terms survives for a period of 7 years after the last day of the accounting period to which the record relates.

### (B) Access to Documents by Commonwealth

- (i) In this clause (B), 'document' and 'Commonwealth contract' have the same meaning as in the Freedom of Information Act 1982 (Cth).
- (ii) The Contractor r acknowledges that the Head Contract is a Commonwealth contract.
- (iii) Where Wilson Security has received a request for access to a document created by, or in the possession of, Broadspectrum or the Contractor that relates to the performance of this Agreement or the Services, Wilson Security may at any time by written notice require Transfield Services or the Subcontractor to provide the document to the Principal and the Contractor must, at no additional cost to Wilson Security or Broadspectrum or, promptly comply with the notice.

### (C) Return of documents

The Contractor must on, or as soon as practicable after, the completion of the Services, or earlier termination of this Agreement deliver up to Broadspectrum every record or document recording, containing, setting out or making reference to the Services, including all Documentation.

### (D) Reproduction of documentation

The Contractor must ensure that:

- (a) any record or document recording, containing, setting out, or making reference to the Services; and
- (b) the Documentation, is used, copied, supplied or reproduced only for the purposes of performing the Services unless it has obtained the prior written approval of Wilson Security.

## **ANNEXURE 11 – MANDATORY SAFETY RULES**

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1. Always verify and tag or lock all energy isolations.
2. Never remove another person's Danger Tag or Personal Lock without written authorisation.
3. Always operate equipment and machinery within defined safety limits.
4. Never begin a skilled task or operate equipment and machinery unless qualified.
5. Always obtain authorisation before entering a confined space.
6. Never disable or override a safety device without written authorisation.
7. Always protect against falling where you can fall more than 2 metres.
8. Never work or travel under a suspended load.
9. Always wear seatbelts when a vehicle is in motion.
10. Never consume or be under the influence of alcohol or illicit drugs while at work.

**Execution of Agreement:**

**Executed as an agreement:**

Wilson Security

Signed for Wilson Protective Services PNG Pty Ltd

by its duly authorised representative

<p>s. 22(1)(a)(ii)</p> <p>[Redacted Signature]</p> <p>Wilson Authorised Representative Signature</p> <p>s. 22(1)(a)(ii)</p> <p>in the presence of</p>	<p>s. 22(1)(a)(ii)</p> <p>[Redacted Name &amp; Title]</p> <p>[Insert Name &amp; Title]</p> <p>Wilson Authcrised Rep. Name &amp; Title</p>	<p>19/8/2016</p> <p>_____</p> <p>Date</p>
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<p>s. 22(1)(a)(ii)</p> <p>[Redacted Signature]</p> <p>Witness Signature</p>	<p>s. 22(1)(a)(ii)</p> <p>[Redacted Name &amp; Title]</p> <p>[Insert Name &amp; Title]</p> <p>Witness Name &amp; Title</p>	<p>19/8/2016</p> <p>_____</p> <p>Date</p>
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Contractor

Signed for Pomwan Paladin Security Ltd

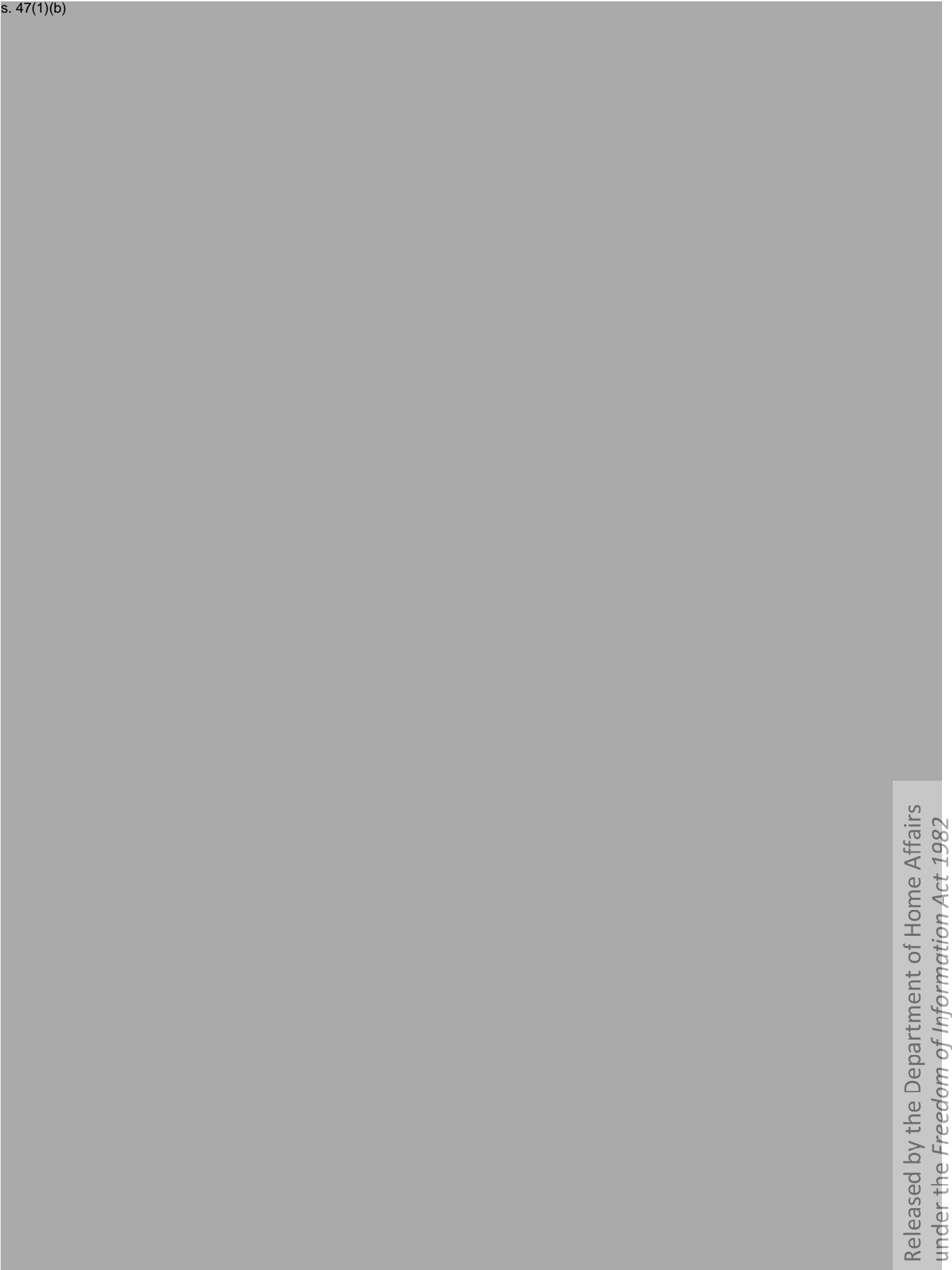
by its director(s)/company secretary in accordance with section 127 of the Corporations Act 2001 (Cth) where it is a company, or. by its duly authorised representative and a witness where it is not a company.

<p>s. 22(1)(a)(ii)</p> <p>[Redacted Signature]</p> <p>Director/Authorised Representative Signature</p> <p>in the presence of</p>	<p>s. 22(1)(a)(ii)</p> <p>[Redacted Name &amp; Title]</p> <p>[Insert Name &amp; Title]</p> <p>Director/Authorised Rep. Name &amp; Title</p>	<p>s. 22(1)(a)(ii)</p> <p>[Redacted Name &amp; Title]</p> <p>_____</p> <p>Date</p>
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<p>s. 22(1)(a)(ii)</p> <p>[Redacted Signature]</p> <p>Director/Company Secretary/Witness Signature</p>	<p>s. 22(1)(a)(ii)</p> <p>[Redacted Name &amp; Title]</p> <p>[Insert Name &amp; Title]</p> <p>Director/Company Secretary/Witness Name</p>	<p>17 AUGUST</p> <p>_____</p> <p>Date</p>
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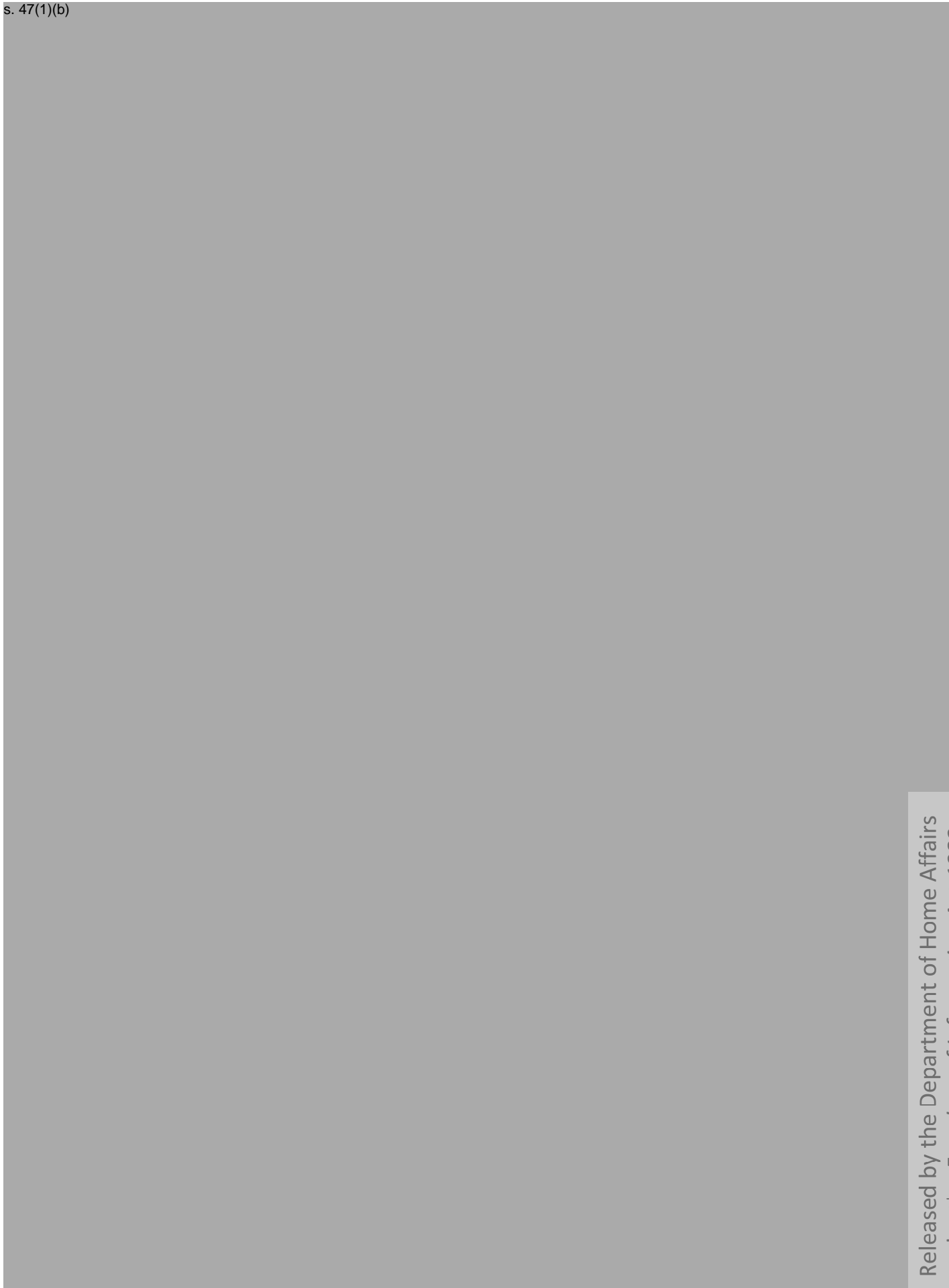
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s. 47(1)(b)



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s. 47(1)(b)



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under the *Freedom of Information Act 1982*

**Amending Agreement**

**THIS AMENDING AGREEMENT** dated this 23 day of March, 2017

**BETWEEN:**

Wilson Protective Services PNG Limited

**OF THE FIRST PART**

**- AND -**

Pomwan Paladin Security Ltd

**OF THE SECOND PART**

**Background**

- A. Wilson Protective Services PNG Limited and Pomwan Paladin Security Ltd (the "Parties") entered into the Provision of Services Agreement (the "Agreement") dated 17th August, 2016 for the purpose of Provision of Services.
- B. The Parties desire to amend the Agreement on the terms and conditions set forth in this Amending Agreement (the "Amending Agreement").
- C. This Amending Agreement is the first amendment to the Agreement.
- D. This Amending Agreement is effective as of 1 September 2016

**IN CONSIDERATION OF** the Parties agreeing to amend their obligations in the existing Agreement, and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, both Parties agree to keep, perform, and fulfil the promises, conditions and agreements below:

**Amendments**

- 1. The Agreement is amended as follows:
  - a. Schedule 1 Item 10 is hereby amended by replacing the schedule with the following amended schedule

Item	Description	Qty	Unit of Measure	Rate (PGK)
<b>1.0</b>	<b>Management Team</b>			s. 47(1)(b)
1.1	Project Manager	1	Day	
1.2	Community Relations Manager	1	Day	
<b>2.0</b>	<b>Admin Support – Provided by Pomwan-Paladin</b>			
2.1	Admin Cell & Management Fee	1	Day	

s. 22(1)(a)  
(ii)

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Item	Description	Qty	Unit of Measure	Rate (PGK)
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3.0	Guard Force – Site Security Per Shift			s. 47(1)(b)
3.1	Ops Manager – Guard Force - Day	1	12 hour shift	
3.2	Ops Manager – Guard Force - Night	1	12 hour shift	
3.3	Site Security Supervisor - Day	1	Hour	
3.4	Site Security Supervisor - Night	1	Hour	
3.5	Mobile Site Security Supervisor - Day	1	Hour	
3.6	Mobile Site Security Supervisor - Night	1	Hour	
3.7	Guard Supervisor	7	Hour	
3.8	Site Guards	23	Hour	

4.0	Life Support – Provided By Wilsons	
4.1	Accommodation & Rations	1 Project Manager on rotation
4.2	Expat Flights	Ex Brisbane or equivalent cost
4.3	Logistic support	As required
4.4	Medical evacuation (Non-Manus)	Per Wilson Expatriate
4.5	Meal during shift for guard force	Daily
4.6	Training venue for training course	As Required estimated 1-2 times per year
4.7	Fuel	As Required

### No Other Change

- Except as otherwise expressly provided in this Amending Agreement, all of the terms and conditions of the Agreement remain unchanged and in full force and effect.

### Miscellaneous Terms

- Capitalized terms not otherwise defined in this Amending Agreement will have the meanings ascribed to them in the Agreement.

### Governing Law

- Subject to the terms of the Agreement, it is the intention of the parties that this Amending Agreement, and all suits and special proceedings under this Amending Agreement, be construed in accordance with and governed, to the exclusion of the law of any other forum, by the laws of Papua New Guinea, without regard to the jurisdiction in which any action or special proceeding may be instituted.

s. 22(1)(a)(ii)

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**IN WITNESS WHEREOF**, the Parties have duly affixed their signatures under hand and seal on this 23 day of March, 2017.

Executed as an agreement:

Signed for  
**Wilson Protective Services PPNG Ltd**

By its representative

In the presence of:

s. 22(1)(a)(ii)

Representative

s. 22(1)(a)(ii)

Name (please print)

s. 22(1)(a)(ii)

Witness

s. 22(1)(a)(ii)

Name (please print)

Signed for

**Contractor**

By its representative

s. 22(1)(a)(ii)

Representative

s. 22(1)(a)(ii)

Name (please print)



s. 22(1)(a)(ii)

Witness

s. 22(1)(a)(ii)

Name (please print)

**MEMORANDUM OF UNDERSTANDING**

This Memorandum of Understanding is made this 18th day of January 2018

**BETWEEN**

Paladin Solutions PNG Ltd of Port Moresby, Papua New Guinea (The "First Party" or Paladin)

**AND**

Peren Investment Ltd of P. O. Box 393 Lorengau, Manus Province, Papua New Guinea (The "Second Party" or Peren)

**WHERE AS**

- A The First Party is conducting Security business with respect to certain properties, chattels and residents situated in Land comprising part and parcel or thereabouts of East Lorengau and Ward 1 Lorengau, Manus Province (Area).
- B The First Party is desirous, through its Corporate Social Responsibility, of enabling some degree of financial benefits to the Customary Land Owners of the Land comprising the said Area.
- C The First Party declares that it has taken "De-Facto Notice" that the Customary Land Owners of the land comprising the said Area are the individuals, in their collective structure, comprises the Clan self-styled and known as Peren Clan of Manus Province.
- D The Second Party declares itself as the Commercial Entity that represents the interest of the said Peren Clan in their collective structure and the said Customary Land Owners.
- E The First Party recognises the Second Party as representative of the said Customary Land Owners for the purposes of channelling, from time to time, benefits that may accrue and destined for the said Customary Land Owners under this MOU.
- F The First Party is desirous of employing personnel to complement its capacity to provide Security Services at certain facilities located within the Area.
- G The Second Party agrees to support the First Party in the provision of personnel accordingly.
- H Both Parties acknowledge that the Second Party are opposed to JDA Wokman participating in services in the Area, however by virtue of this Agreement they will work collaboratively with JDA Wokman at least until 31 October 2018.

**IN WITNESS WHEREOF THE PARTIES AGREE as follows**

1. The First Party, from time to time, will ascertain the number of personnel required to complement its Security capability with respect to the security requirement for the facility in the Area and advised the Second Party accordingly.
2. The Second Party upon receiving advise from the First Party will identify and make available the personnel to the First Party trained to appropriate levels, standards and certification according to capability and proficiency requirements of the First Party.

s. 22(1)(a)  
(ii)

s. 22(1)(a)  
(ii)

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3. Both Parties agree that all personnel the subject off this MOU shall meet employment requirement and standards of the First Party.
4. Both Parties agree that, at all material times, the subject personnel shall be deemed employees of the Second Party, although are under operational and administrative control of the First Party in the area.
  - a. Both parties acknowledge that a good faith agreement has been agreed between the First Party and Second Party, with regards to JDA Wokman participating in services.
  - b. The Second Party accepts that Welfare Services have been awarded to JDA Wokman for the period up until 31 October 2018.
  - c. The Second Party will provide services to the First Party in lieu of the ability to provide Welfare Services up until 31 October 2018.
5. Both Parties agree that, at all material times, the First Party shall exercise absolute command and control over the subject personnel.
6. Both Parties agree that, all material times, the subject personnel shall be subjected the Disciplinary Jurisdiction, systems and process, including termination of individual subject personnel of the first party.
7. Both Parties agree that the First Party shall pay to the Second Party the agreed fixed budget at the end of each Calendar month as consideration for facilitating the security capability requirement of the First Party, invoiced on the first of the month when the services are delivered. Any variable services shall be invoiced at the end of the month that they are delivered and paid within 30 days, and be subject to approval by the First Party.
  - Both Parties agree that the Second Party is comprised exclusively as Peren Investment Limited as an Entity that that the Second Party agree that it is a Party to the Memorandum of Understanding as a Corporate Legal Entity and not an aggregation of individuals.
  - Both Parties agree that all dealings and interactions pertinent to the MOU shall be conducted and executed between the Parties grounded in their mutual acceptance that both Parties possess legal personality as Corporate Entities.
  - Both Parties agree that this MOU will be replaced with a fully drafted contract and represent the full terms and conditions to cover the services and relationships between the Parties.
  - The basis of the contract is in the Scope of Work, included as Annex A to this MOU.
  - The Second Party will furnish a full price proposal to the First Party by 15 January 2018 for commencement on 1 February 2018, with contract execution scheduled before 23 January 2018.
8. The Second Party agrees that its dealings under this MOU shall be facilitated through its Corporate Structure and not individuals foreign the its Organisational Structure.
9. Both Parties agree that this MOU shall remain in force until such time the both Parties execute a fully developed contract or no later than 31 March 2018 if a contract cannot be agreed.
10. Both Parties shall nominate a person within their respective Organisation as "Liaison Officer" to manage, monitor and facilitate the intended outcomes under this MOU. Both Parties shall notify each other in writing of the Identity and Designation of their respective Liaison Officer.
11. Both Parties agree that the resolution of all disputes, disagreements and issues arising out of or connected with this MOU shall be facilitated by the designated "Liaison Officer" at what corporate level consistent and commensurate with the complexity, severity and gravity of the dispute, disagreement or issue confronting.

s. 22(1)  
(a)(ii)

s. 22(1)  
(a)(ii)

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s. 22(1)(a)(ii)

Pomwan Paladin

18/1 Jan 2018

s. 22(1)(a)(ii)

Peren Investment Limited

18 Jan 2018

s. 22(1)(a)(ii)

(Witness)

s. 22(1)(a)(ii)

(Witness)

s. 22(1)(a)(ii)

Name of Witness

s. 22(1)(a)(ii)

Name of Witness

We the Undersigned DECLARE that we represent the Peren Clan referred to in this MOU and ACKNOWLEDGE that Peren Investment Limited, the entity described as the Second Party to this MOU represent our interests as Customary Land Owners of the Land comprising ELRTC and Ward 1 as described in this MOU and hereby ACCEPT and AGREE to the Terms of this MOU and APPROVE of it accordingly.

s. 22(1)(a)(ii)

Signature

s. 22(1)(a)(ii)

(Witness)

s. 22(1)(a)(ii)

s. 22(1)(a)(ii)

Name of Witness

Dated 18/1/18

PEREN Clan

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## Scope of Work for: Programs and Activities support to Community Security Model

### 1. Summary

- 1.1. Peren will provide specified teams for Paladin's Activities and Programs area as required by Paladin. Each team will be task orientated teams of between 7-10 personnel. Initially Peren will provide a single team of 10 by 1 February 2018. A further team of specified positions will be provided 1 May 2018. In June 2018 Paladin and Peren will meet to discuss and assess deployment of more teams with a minimum amount of teams to be provided within 3 months as 2 teams and a maximum amount of teams being 3 within 6 months, with a total amount of services related personnel being around 25-30 across 3 teams.
- 1.2. Both parties agree that the Services are provided under Paladin's Community Security Model strategy and aimed at bringing together groups of diverse communities within programs and activities that are cross-cultural. This scope of work should be read in conjunction with that document.
- 1.3. The services under this agreement are under three areas:
  - 1.3.1. Management
  - 1.3.2. Administration
  - 1.3.3. Overhead

### 2. Management

- 2.1. Paladin may provide sufficient office space and internet within its facilities.
- 2.2. Mobile phones and other resources are provided under strict Australian Government rules and limits of the amount and type of use should be fully understood.
- 2.3. *Personnel*
  - 2.3.1. Management are considered specified personnel and the contractor shall not be able to change a specified person without permission. The specified personnel are:
    - 2.3.1.1. Project Director (Manager) **Keпо Pomat**
    - 2.3.1.2. Operation Manager - **Joel Gamba**
- 2.4. *Other Resources*
  - 2.4.1.1. Office
  - 2.4.1.2. Housing allowance (per person)
  - 2.4.1.3. Travel allowance (per person)
- 2.5. *Contract Resources*
  - 2.5.1.1. Mobile phones at client sites
  - 2.5.1.2. Internet at client sites, with Paladin to explore a link to the Peren office.
  - 2.5.1.3. Paladin may provide sufficient office space and internet within its facilities.
  - 2.5.1.4. Logistics. Peren will utilise the available transport resources from within the contract, outside resources will not be provided.
  - 2.5.1.5. All Employees are entitle for one meal per day (lunch) during the normal working days Monday to Friday.

s. 22(1)  
(a)(ii)

s. 22(1)  
(a)(ii)

## 2.5.1.6.

2.6. Mobile phones and other resources are provided under strict Australian Government rules and limits of the amount and type of use should be fully understood.

### 3. Administration

3.1. Administration costs are to be considered and agreed, with the following personnel resources allocated:

- 3.1.1. Admin Manager - **Samson Pohakiu**
- 3.1.2. Human Resource Manager - **Richard Toyou**
- 3.1.3. Finance Manager - **June Polomon**
- 3.1.4. Admin Officer **Lucy Talis**
- 3.1.5. Admin & Delivery Driver - **Raymond Solwo**

3.2. REFUGEES FIELD OFFICERS will be deployed into 7-10 person teams. These positions are all FIFO and on a rotation of 8 weeks on and 2 weeks off. Absences and rotations will be managed from within the teams and the FIFO location is to/from Port Moresby using space available on designated charter flights. Field Officers and team composition will resemble the following:

- 3.2.1. Team Leads/ Managers
- 3.2.2. Sports & Recreation Officers
- 3.2.3. Community Engagement Officers
- 3.2.4. Refugees Security Liaison Officer
- 3.2.5. Refugees & Community Catering & Tailoring Officers
- 3.2.6. Refugees & Religious Officer
- 3.2.7. Refugees Cultural Guide Officers
- 3.2.8. Refugees Mental Health & Wellbeing Assessment Officers

### 4. Overhead

4.1. Overhead costs will be considered in the pricing proposal, however the services are considered to be inclusive of all overhead and the service provider is responsible for budgeting and considering this in the price proposal. Overhead cost will include:

- 4.1.1. Laptops
- 4.1.2. Printer, scanner, copier
- 4.1.3. Ink & Toner
- 4.1.4. Papers Rim
- 4.1.5. Office Consumables
- 4.1.6. Vehicles
- 4.1.7. Other costs of doing business
- 4.1.8. Accommodation (flat rate of K4,000 per person.

s. 22(1)(a)  
(ii)

s. 22(1)(a)  
(ii)

4.1.9. Peren employees will have its own PPE's when on sites including ID cards under Peren logo.

s. 22(1)(a)  
(ii)

s. 22(1)(a)  
(ii)