

**CONTRACT**

CONTRACT IN RELATION TO THE PROVISION OF GARRISON AND WELFARE SERVICES ON THE REPUBLIC OF NAURU

Commonwealth of Australia represented by the Department of Immigration and Border Protection  
ABN 33 380 054 835

Canstruct International Pty Ltd  
ACN 603 088 151 ABN 16 603 088 151



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**Schedule 5 Service Provider Confidential Information**

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## CONTRACT

### CONTRACT IN RELATION TO THE PROVISION OF GARRISON AND WELFARE SERVICES ON THE REPUBLIC OF NAURU

#### Date

This Contract is made on 31 October 2017.

#### Parties

This Contract is made between and binds the following parties:

1. **Commonwealth of Australia represented by the Department of Immigration and Border Protection** ABN 33 380 054 835  
6 Chan Street, Belconnen, Australian Capital Territory, 2617  
(the Department)
2. **Canstruct International Pty Ltd** ACN 603 088 151 ABN 16 603 088 151 a company duly incorporated under the law of Australia and registered as a foreign corporation in the Republic of Nauru with its registered address in Australia being Level 34, 32 Turbot Street, Brisbane, Queensland, 4000  
(the Service Provider)

#### Recitals

- A. The Department wishes to obtain the following services from the Service Provider:
  - a) Welfare services for Residents and Refugees located on the Republic of Nauru;
  - b) Garrison services for Sites occupied by Residents and Refugees on the Republic of Nauru; and
  - c) Garrison and accommodation management services for Sites occupied by Personnel on the Republic of Nauru.
- B. The Department and the Service Provider entered into a letter of intent on 28 September 2017 to enable the Service Provider to commence transition activities prior to the Execution Date (the **Letter of Intent**).
- C. The parties have agreed that the Service Provider will perform the Services for the Department on the terms and conditions set out in this Contract, and this includes all Services performed by the Service Provider in accordance with the Letter of Intent.

## Operative Provisions

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### 1. Definitions and Interpretation

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#### 1.1. Definitions

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

<b>Australian Privacy Principle</b>	has the same meaning as it has in the <i>Privacy Act 1988</i> (Cth);
<b>Business Day</b>	means a weekday other than a public holiday in the place specified or, if no place is specified, in the Australian Capital Territory, Australia;
<b>Code of Conduct</b>	means the code of conduct provided by the Department to the Service Provider that outlines expectations and guidelines regarding the conduct of the Service Provider and its Personnel;
<b>Commencement Date</b>	means 1 November 2017;
<b>Commonwealth Material</b>	means any Material: <ul style="list-style-type: none"><li>a. provided by the Department to the Service Provider for the purposes of this Contract; or</li><li>b. derived at any time from the Material referred to in paragraph a;</li></ul>
<b>Confidential Information (of the Service Provider)</b>	means information that is by its nature confidential and is described in Schedule 5;
<b>Contract Administrator</b>	means the person appointed by the Department Secretary to perform the duties of Contract Administrator and includes anyone acting in that position from time to time as notified to the Service Provider in writing;  Address: Offshore Detention Services Branch  Department of Immigration and Border Protection 6 Chan Street

Belconnen ACT 2616

[opc.service.delivery@immi.gov.au](mailto:opc.service.delivery@immi.gov.au)

**Contract Authority** means the person occupying the position of First Assistant Secretary - Offshore Detention and Returns Task Group;

**Contract Material** means any Material:

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

**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 this Contract;

**Department Operations Team Leader** means the person (or delegate) appointed by the Department to perform the role of Department Operations Team Leader at a Site;

**Excluded Items** means items that may not be brought to a Site under an applicable law or policy issued by the Department;

**Execution Date** means the date on which the last of the parties executes this Contract;

**Excusable Performance Failure Event** means any of the following events:

- a. a fire, flood, earthquake, pandemic, elements of nature or other acts of God;
- b. war or other state of armed hostilities, national emergency, embargo or action by customs;

- c. unavailability of essential services such as electricity, gas or water for more than 48 hours;
- d. a restraint by any government agency in the Republic of Nauru;
- e. any other event or occurrence beyond the control of the Service Provider (including acts or omissions of other service providers) which prevents or delays the performance of this Contract by the Service Provider, but does not include events or occurrences that are:
  - i. a result of the acts or omissions of the Service Provider or its Personnel or any of its subcontractors; or
  - ii. to the extent other service providers are under the management or control (which would include without limitation the performance management, hiring and termination of other service providers) of the Service Provider or its Personnel or any of its subcontractors, a result of the acts or omissions of other service providers;

**GoN Settlement Team**

means the team established by the Government of Nauru to provide advice, direction and support on Settlement Support Services on Nauru, as made known to the Service Provider by the Department at the Commencement Date (and as may otherwise be notified by the Department from time to time);

**GST**

has the meaning that it has in the *A New Tax System (Goods and Services Tax) Act 1999* (Cth);



<b>Guardian</b>	means, for the purposes of unaccompanied children or minors less than the age of 18 who arrive in Nauru without a parent or other legal guardian of the child (UAMs), the Minister for Justice and Border Protection or any person that is delegated as guardian pursuant to Section 15(5) of the Asylum Seekers (Regional Processing Centre) Act 2012 (Nauru);
<b>Hub</b>	means a location where the Service Provider provides Settlement Support Services as described in Schedule 1 – Statement of Work;
<b>Incident</b>	means an activity which threatens, harms or impacts, or has the potential to threaten, harm or impact upon: <ul style="list-style-type: none"> <li>a. the welfare of Residents or Refugees;</li> <li>b. the good order, safety or security of a Site;</li> <li>c. the success of escort/transfer activities; or immigration processing;</li> </ul>
<b>Information Officer</b>	means any of the information officers appointed under the <i>Australian Information Commissioner Act 2010</i> (Cth) when performing privacy functions as defined in that Act;
<b>In Trust Property</b>	means property of a Resident or Refugee that is stored by the Service Provider;
<b>Intellectual Property</b>	includes: <ul style="list-style-type: none"> <li>a. all copyright (including rights in relation to phonograms and broadcasts);</li> <li>b. all rights in relation to inventions, plant varieties, trademarks (including service marks), designs and circuit layouts; and</li> <li>c. all other rights resulting from intellectual activity in the industrial, scientific, literary or artistic fields,</li> </ul>

but does not include:

- a. Moral Rights;
- b. the non-proprietary rights of performers;  
or
- c. rights in relation to Confidential Information;

<b>Key Performance Measure</b>	means a Key Performance Measure in the Performance Management Framework;
<b>Key Personnel</b>	means the Service Provider Personnel specified under clause 5 as Key Personnel;
<b>Maintenance</b>	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;
<b>Material</b>	means anything in relation to which Intellectual Property rights arise;
<b>Migration Act</b>	means the <i>Migration Act 1958</i> (Cth);
<b>Moral Rights</b>	means the following non-proprietary rights of authors of copyright Material: <ol style="list-style-type: none"><li>a. the right of attribution of authorship;</li><li>b. the right of integrity of authorship; and</li><li>c. the right not to have authorship falsely attributed;</li></ol>
<b>Official Information</b>	means any information developed, received or collected by or on behalf of the Department to which the Service Provider gains access under or in connection with this Contract and the terms of the Contract;
<b>Official Resources</b>	includes: <ol style="list-style-type: none"><li>a. Official Information;</li></ol>

- 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;

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**Pass Through Cost** has the meaning described in Schedule 2 [Fees and Payment];

**Performance Management Framework** means the Performance Management Framework attached at Schedule 6;

**Personal Information** has the same meaning as it has in the *Privacy Act 1988* (Cth);

**Personnel** means:

- a. in relation to the Service Provider - any natural person who is an officer, employee, agent or professional advisor of the Service Provider or of its subcontractors; and
- a. 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;

**Refugee** means a person who has been granted official refugee status in the Republic of

Nauru by the local authorities (as authorised by that country's law) and where the context permits, also includes a person who has been granted similar status under the law of Papua New Guinea;

<b>Refugee Engagement Services</b>	means the services described in clause 2 of Part 5 of Schedule 1 – Statement of Work and detailed in the Interaction and Engagement Strategy and Procedures;
<b>Refugee Records</b>	has the same meaning as described in clause 2.10 of Part 5 of Schedule 1 – Statement of Work;
<b>Resident</b>	means a person transferred to the Republic of Nauru in accordance with the Migration Act who is accommodated on a Site (which relevantly on 1 November 2017) includes OPC 1, OPC 2 and OPC 3 except for any Settlement Site Resident Refugee;
<b>Resident Records</b>	has the same meaning as described in clause 2.5 of Part 2 of Schedule 1 – Statement of Work;
<b>Schedule</b>	means the schedules to this Contract and includes the Schedules as amended or replaced from time to time by agreement in writing between the parties;
<b>Settlement Support Services</b>	means the services described in Part 5 of Schedule 1 – Statement of Work;
<b>Settlement Working Group</b>	means the group established by the Government of Nauru as a forum to develop and implement community engagement and capacity building projects and initiatives to ensure that all appropriate stakeholders are consulted and informed;

<b>Services</b>	means the services described in Schedule 1 [Statement of Work], as otherwise varied in accordance with this Contract;
<b>Services Fee</b>	means the service fees described in Schedule 2 [Fees and Payment], as otherwise amended in accordance with this Contract;
<b>Settlement Site Resident Refugee</b>	means a Refugee currently accommodated at (or that is in the future accommodated at) Specified Sites described in Schedule 1 – Statement of Work or any new settlement sites that the Department may request services for Refugees;
<b>Site</b>	means the sites notified by the Department to the Service Provider on the Republic of Nauru and includes any new sites established by the Department;
<b>Term</b>	has the meaning given by clause 2.4;
<b>Transition Plan</b>	means the plan that is required to be prepared by the Service Provider and provided to the Department under clause 2.5.1;
<b>WHS Law</b>	means all statutes, regulations, statutory instruments, subordinate legislation, codes of practice and standards (including those of the Commonwealth of Australia 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.

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under the Freedom of Information Act 1982

- 1.1.2. In this contract, unless the contrary intention appears:
- a. words importing a gender include any other gender;
  - b. words in the singular include the plural and words in the plural include the singular;
  - c. clause headings are for convenient reference only and have no effect in limiting or extending the language of provisions to which they refer;
  - d. words importing a person include a partnership and a body whether corporate or otherwise;
  - e. a reference to dollars is a reference to Australian dollars;
  - f. a reference to any legislation or legislative provision includes any statutory modification, substitution or re-enactment of that legislation or legislative provision;
  - g. if any word or phrase is given a defined meaning, any other part of speech or other grammatical form of that word or phrase has a corresponding meaning;
  - h. a reference to an Item is a reference to an Item in the Schedules;
  - i. the Schedules and any Attachments form part of this Contract;
  - j. if any conflict arises between the terms and conditions contained in the clauses of this Contract and any part of a Schedule (and Attachments if any), the terms and conditions of the clauses prevail;
  - k. if any conflict arises between any part of a Schedule and any part of an Attachment, the Schedule prevails; and
  - l. a reference to writing is a reference to any representation of words, figures or symbols, whether or not in a visible form.

**1.2. Guidance on construction of contract**

- 1.2.1. This Contract records the entire agreement between the parties in relation to its subject matter.
- 1.2.2. As far as possible all provisions of this Contract will be construed so as not to be void or otherwise unenforceable.
- 1.2.3. If anything in this Contract is void or otherwise unenforceable then it will be severed and the rest of the Contract remains in force.
- 1.2.4. A provision of this Contract will not be construed to the disadvantage of a party solely on the basis that it proposed that provision.

**2. General**

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**2.1. Contract objectives**

- 2.1.1. The primary objectives of this Contract are to:

- a. provide open, accountable and transparent Services (identified in Schedule 1 [Statement of Work] to this Contract) to Residents, Refugees and Personnel at the Sites;
- b. provide Services that is 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) is broadly comparable with services available within the Australian community; and
- c. provide open, accountable and transparent Services to assist Refugees to become self-sufficient and transition to independent living.

## **2.2. Cooperation and good faith**

- 2.2.1. The parties intend to conduct themselves and perform this Contract in the spirit of cooperation and good faith. For avoidance of doubt, the spirit of cooperation and good faith does not override or limit the provisions of this Contract.
- 2.2.2. The parties acknowledge that the terms of this Contract require them to reach agreement on a range of matters. The Service Provider must take all steps necessary to prepare relevant documentation and respond to any documentation provided by the Department in relation to these matters in a timely manner. For the avoidance of doubt and without limiting clause 15.1 or 15.2, if notwithstanding this, the parties fail to reach agreement, the Department may terminate this Contract in accordance with clause 15.1.

## **2.3. Nauru Memorandum of Understanding**

- 2.3.1. The Service Provider agrees not to permit any act or omission that causes or may cause the Commonwealth to be in breach of its Memorandum of Understanding with the Republic of Nauru<sup>1</sup> or with the related Administrative Arrangements (a copy of which will be provided by the Department to the Service Provider).

## **2.4. Term**

- 2.4.1. Subject to clause 2.4.2 and 2.4.4, this Contract commences on the Execution Date and continues until the first to occur of:
  - a. the Contract is terminated in accordance with the provisions of this Contract or applicable laws; or
  - b. 31 October 2018 (together the **End Date**).

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<sup>1</sup> As at the Execution Date refer: <http://dfat.gov.au/geo/nauru/pages/memorandum-of-understanding-between-the-republic-of-nauru-and-the-commonwealth-of-australia-relating-to-the-transfer-to-and.aspx>

- 2.4.2. The Department may, in its absolute and unilateral discretion, extend this Contract by 12 months from the End Date (the **Extended Term**) by providing no less than 3 months' written notice (or any other notice period agreed by the Parties in writing) to the Service Provider before the applicable End Date.
- 2.4.3. For the avoidance of doubt, the Department is not obliged to extend this Contract or to enter any further agreement with the Service Provider on different provisions.
- 2.4.4. On and from the Execution Date:
- a. the parties agree that the Services performed in accordance with the Letter of Intent are deemed to have been performed under this Contract; and
  - b. all matters relating to the Letter of Intent are subject to and governed by the terms and conditions of this Contract.

**2.5. Transition-in**

- 2.5.1. The Service Provider must provide the Department with a draft Transition Plan no later than two (2) days after the Execution Date. The Service Provider must finalise the Transition Plan (subject to any amendments required by the Department) no later than five (5) days after the Execution Date.
- 2.5.2. The Service Provider must commence implementing the Transition Plan no later than five (5) days after the Execution Date and must perform all activities required to ensure it is ready to provide Services in accordance with this Contract on and from the Commencement Date.
- 2.5.3. The Service Provider must commence the provision of Services on the Commencement Date.
- 2.5.4. The Department will use its best endeavours to facilitate the provision of Resident Records and Refugee Records by the incumbent service provider to the Service Provider in a timely manner.

**2.6. New Sites**

- 2.6.1. The Department may by written notice advise the Services Provider that it would like the Service Provider to provide services similar to the Services at a new site in the Republic of Nauru ('New Site').
- 2.6.2. Where the Department issues a notice under clause 2.6.1, the parties will promptly meet to negotiate amendments to this Contract 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 Contract (including the Services and the fees) will apply to the provision of services at the New Site.
- 2.6.3. Once the negotiations have been finalised, the parties will vary this Contract to include the New Site as a Site and the services provided at the New Site will be Services under this Contract.



### **3. Services**

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#### **3.1. Service obligations**

- 3.1.1. Schedule 1 (Statement of Work) of this contract sets out the specific requirements for the Services to be performed at the Sites. The Department may request the Service Provider to provide other services on terms to be agreed. Once agreed, the parties will amend this Contract to include the other services and the other services will be Services for the purpose of this Contract.
- 3.1.2. In accordance with clause 3.3 the Service Provider is required to comply with all applicable laws. The requirements in Schedule 1 [Statement of Work] are to be read subject to that requirement.
- 3.1.3. The Service Provider agrees to:
- a. provide the Services and meet the requirements described in Schedule 1 [Statement of Work];
  - b. adopt relevant best practice, including any applicable Department, Commonwealth or industry standards and guidelines;
  - c. implement and comply with the performance management framework described in Schedule 6 [Performance Management Framework]; and
  - d. submit invoices, and any required supporting documents, in the manner specified in Schedule 2 or as otherwise specified by the Department.

#### **3.2. Facilities and assistance**

- 3.2.1. The Department will provide the Service Provider with facilities and assistance specified in Schedule 2 and such other facilities and assistance as agreed between the parties from time to time.
- 3.2.2. The Service Provider acknowledges that:
- a. it will be sharing some of the facilities referred to in clause 3.2.1 with other service providers and the Department Personnel; and
  - b. from time to time the Department may require the Service Provider to move out of part of the facilities or otherwise adjust the arrangements that apply to the access to the facilities or the assistance that is provided.
- 3.2.3. The Service Provider will cooperate with the other service providers and the Department in relation to the management and use of the facilities.

#### **3.3. Compliance with laws**

- 3.3.1. The Service Provider must, in performing its obligations in this Contract, comply, and ensure compliance by all its Personnel, with:
- a. all applicable laws, including those applicable in the Republic of Nauru and those Australian laws that are applicable to the Services or the Site; and

- b. all applicable Commonwealth policies as notified to the Service Provider from time to time.
- 3.3.2. The Service Provider may seek assistance from the Department in complying with clause 3.3.1, for example in respect of Personnel and subcontractor clearances, resources imports and the establishment of facilities and, without limiting the Service Provider's obligations in connection with the Contract, the Department will provide assistance to the extent it is reasonably able to do so.

#### **4. Management and governance**

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##### **4.1. Project management**

- 4.1.1. The Service Provider must comply with the project management and governance arrangements as outlined in Schedule 1 [Statement of Work] of this Contract.

##### **4.2. Department Personnel**

- 4.2.1. The Department will appoint a:
- a. Contract Administrator; and
  - b. Department Operations Team Leader.

##### **4.3. Liaison with Contract Administrator**

- 4.3.1. The Service Provider agrees:
- a. to liaise with the Contract Administrator and Department Operations Team Leader (if applicable) as reasonably required; and
  - b. to comply with directions of the Contract Administrator that are consistent with this Contract.

##### **4.4. Performance management framework**

- 4.4.1. The parties will implement the Performance Management Framework from the Commencement Date.
- 4.4.2. The parties will periodically review the Performance Management Framework to ensure it remains current and relevant to this Contract and the overall operation and management of the Sites.

##### **4.5. Reports**

- 4.5.1. The Service Provider must develop and submit performance reports on its performance of its obligations under this Contract and the operation and management of the Sites in the agreed performance report format:
- a. on a monthly basis; or
  - b. as otherwise required in the Performance Management Framework.

## **5. Service Provider Personnel**

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### **5.1. Key Personnel**

- 5.1.1. The Service Provider will notify the Department from time to time of Key Personnel that have been retained in relation to the performance and management of the Services and the Service Provider's obligations under this Contract.
- 5.1.2. The Service Provider must ensure that each of the Key Personnel occupy the positions and provide the Services advised to the Department.

### **5.2. Replacement of Key Personnel**

- 5.2.1. Where Key Personnel cease to work in respect of this Contract, the Service Provider must notify the Department immediately and must provide replacement Key Personnel acceptable to the Department at no additional charge and at the earliest opportunity.
- 5.2.2. If the Service Provider is unable to provide replacement Key Personnel acceptable to the Department within 10 Business Days of their ceasing work in respect of this Contract, the Department may, at its discretion, terminate this Contract or remove Services from scope in accordance with clause 15.

### **5.3. Removal of Key Personnel**

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

### **5.4. Service Provider Personnel**

- 5.4.1. The Service Provider must ensure that all Service Provider Personnel that are to carry out work or perform duties under this Contract have signed:
- a. Confidentiality Deed Poll substantially in the form of Schedule 3 [Confidentiality Deed]; and
  - b. Deed of Non-disclosure of Personal Information substantially in the form of Schedule 4 [Deed of Non-disclosure of Personal Information],
- prior to commencing work or performing duties under this Contract or within 2 days of the Execution Date.
- 5.4.2. The Service Provider, at its own cost, must ensure that all Service Provider Personnel who carry out work or perform duties under this Contract:
- a. are, and remain, of good character and good conduct;

- b. are considered suitable by the Department having regard to any issues identified in an Australian Federal Police background check and brought to the attention of the Department;
- 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 the Department's requirements when commencing employment with the Service Provider 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 Schedule 1 [Statement of Work];
- 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 the Department upon request at any time during the term of this Contract; and
- h. will be subject to internal disciplinary processes.

5.4.3. The Service Provider will ensure that the personnel levels at the Sites are adequate to deliver the Services in accordance with this Contract.

**5.5. Behaviour of Service Provider Personnel at the Sites**

5.5.1. The Service Provider must ensure that all Service Provider Personnel at a Site:

- a. are aware of, and comply with, the Code of Conduct at all times;
- b. comply with the Department's policy on smoking and other occupational health and safety matters as declared from time to time by the Department; 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 the Department,

so that services delivered by multiple service providers give the impression of being delivered by a single provider.

5.5.2. The Service Provider must provide a summary of all substantiated Service Provider Personnel Code of Conduct breaches to the Department on a monthly

basis with further detail on individual cases to be provided as requested by the Department

**5.6. Illegal workers**

- 5.6.1. The Service Provider must ensure that its Service Provider Personnel do not include any illegal workers and must notify the Department immediately if it becomes aware of any of its Service Provider Personnel being an illegal worker.
- 5.6.2. For the purposes of clause 5.6.1, an illegal worker is a person who:
- a. has unlawfully entered and remains in Australia or the Republic of Nauru;
  - b. has lawfully entered Australia or the Republic of Nauru but remains in that country after his or her visa has expired; or
  - c. is working in breach of his or her visa conditions.

**5.7. Removal of Service Provider Personnel**

- 5.7.1. The Department may, in its absolute discretion, give notice requiring the Service Provider to remove any Service Provider Personnel from work in respect of the Services. The Service Provider must promptly arrange for the removal of such Service Provider Personnel from work in respect of the Services and their replacement with Personnel acceptable to the Department and at no additional cost to the Department.

**6. Subcontractor Arrangements**

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**6.1. Approval of subcontracts**

- 6.1.1. The Service Provider must not enter into a subcontract without the prior written approval of the Department (such approval not to be unreasonably withheld or delayed) if the total fees of that subcontract equal or exceed AUD\$50,000.
- 6.1.2. The Service Provider must notify the Department prior to entering into any proposed subcontract (regardless of value) that will or is likely to fall within the scope of or otherwise raise issues under the Memorandum of Understanding with the Republic of Nauru referred to in clause 2.3.

**6.2. Extension of provisions to subcontractors and Personnel**

- 6.2.1. In this clause 6.2:
- Requirement** means an obligation, condition, restriction or prohibition binding on the Service Provider under this Contract.
- 6.2.2. The Service Provider agrees to ensure that:
- a. its subcontractors and Personnel comply with all relevant Requirements; and
  - b. any contract entered into in connection with this Contract imposes all relevant Requirements on the other party.

6.2.3. The Service Provider agrees to exercise any rights it may have against any of its subcontractors, Personnel or third parties in connection with a Requirement in accordance with any direction by the Department.

**6.3. Copies of subcontracts**

6.3.1. The Service Provider must:

- a. maintain a record of each of the subcontractors and the Services being performed by each of them; and
- b. promptly provide copies of any subcontracts to the Department at the request of the Contract Administrator.

6.3.2. The Service Provider acknowledges, and must inform all subcontractors that, the Department may publicly disclose the names of any subcontractors engaged in the performance of the Services.

**6.4. Service Provider liability and obligations**

6.4.1. The Department's approval of any subcontract does not relieve the Service Provider from any liability or obligation under this Contract.

6.4.2. The Service Provider will be liable to the Department for the acts, omissions, defaults and neglect of any subcontractor or any representative of the subcontractor engaged in the performance of the Services as fully as if they were the acts, omissions, defaults or neglect of the Service Provider.

6.4.3. The Service Provider remains responsible for ensuring that:

- a. the work performed by each subcontractor meets the requirements of this Contract; and
- b. no subcontractor further subcontracts any work valued at AUD<sup>s47</sup> or more or where clause 6.1.2 applies without the prior written approval of the Department.

**6.5. Subcontractor warranty**

6.5.1. The Service Provider warrants that each subcontractor:

- a. where applicable, is suitable to carry out the work under the subcontract and is accredited or qualified in accordance with relevant Laws, Australian Standards and Commonwealth requirements; and
- b. 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.

**6.6. Service Provider to be the Department's sole point of contact**

6.6.1. The Service Provider acknowledges that the Department 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.

6.6.2. Except as provided in clause 6.6.1, the Service Provider will be the Department's sole point of contact regarding the Services, including with respect to payment.

**6.7. Locally engaged subcontractors**

6.7.1. The parties intend that the Service Provider will seek to maximise local involvement in the delivery of the Services including engaging local entities as subcontractors. The parties recognise that it may not be possible for local entities or local Personnel to meet all of the Requirements of the Contract. The Service Provider will use its best endeavours to ensure that local Personnel meet the requirements of this Contract as much as possible. The terms on which local entities will be engaged will be agreed between the parties.

**7. Document approval**

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**7.1. Plans**

7.1.1. The Service Provider will review all existing plans and deliver updates of all plans to the Department in accordance with Schedule 1 [Statement of Work], clearly identifying proposed amendments, if any in the timeframe specified in Schedule 1 [Statement of Work].

**7.2. Review and approval of plans**

7.2.1. The Department will:

- a. review; and
- b. approve or request changes to,

any proposed amendments to a plan. The Service Provider will promptly address any requested changes and deliver an updated draft plan to the Department in a timely manner. This clause 7.2.1 will apply to any updated draft plan.

7.2.2. Once approved, the Service Provider will comply with and perform the Contract in accordance with the approved plans.

7.2.3. Approval of a draft plan will:

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

## **8. Payments**

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### **8.1. Fees**

8.1.1. Subject to this Contract, and in consideration of the Service Provider performing its obligations under this Contract, the Department agrees to make payment to the Service Provider in accordance with Schedule 2 [Fees and Payment].

### **8.2. Taxes, duties and government charges**

8.2.1. Except as provided by this clause 8.2, the Service Provider agrees to pay all taxes, duties and government charges imposed or levied in Australia or overseas in connection with the performance of this Contract. The Department agrees to reimburse to the Service Provider (as a Pass-Through Cost (no mark-up)) all taxes, duties or government charges imposed or levied (including local government charges or levies) in the Republic of Nauru in connection with the performance of this Contract.

8.2.2. Unless otherwise indicated, the fees and all other consideration for any supply made under this Contract is exclusive of any GST imposed on the supply.

8.2.3. If one party (the supplier) makes a taxable supply to the other party (the recipient) under this Contract, on receipt of a tax invoice from the supplier, the recipient will pay without setoff an additional amount to the supplier equal to the GST imposed on the supply in question.

8.2.4. No party may claim or retain from the other party any amount in relation to a supply made under this Contract for which the first party can obtain an input tax credit or decreasing adjustment.

### **8.3. Currency**

8.3.1. All payments will be made in Australian Dollars unless otherwise agreed.

### **8.4. Not used**

## **9. Confidentiality of Official Information and Security**

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### **9.1. Interpretation**

9.1.1. In this clause 9:

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;



**9.2. Confidentiality of Official Information**

- 9.2.1. The Service Provider will not, without prior written authorisation of the Department, disclose any Official Information to any person (unless required to do so by law).
- 9.2.2. The Service Provider is authorised, subject to clause 9.3, to provide Official Information to those Personnel and subcontractors who require access for the purposes of this Contract.
- 9.2.3. The Service Provider agrees to secure all Official Information against loss and unauthorised access, use, modification or disclosure.

**9.3. Other security obligations of Service Provider**

- 9.3.1. The Service Provider agrees to comply with any security requirements notified by the Department from time to time.
- 9.3.2. The Service Provider agrees to implement security procedures to ensure that it meets its obligations under this clause 9 and will provide details of these procedures to the Department on request.

**9.4. Management of Copies**

- 9.4.1. In this clause 9.4:  
**Copy** means any document, device, article or medium in which Commonwealth Material, Contract Material or Official Information is embodied.
- 9.4.2. The Service Provider agrees, on expiration or termination of this Contract, to deal with all Copies as directed by the Department, subject to any requirement of law binding on the Service Provider.

**10. Confidential Information of Service Provider**

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**10.1. Confidential Information not to be disclosed**

- 10.1.1. Subject to clause 10.2 the Department will not, without the prior written authorisation of the Service Provider, disclose any Confidential Information of the Service Provider to a third party.

**10.2. Exceptions to obligations**

- 10.2.1. The obligations of the Department under this clause 10 will not be taken to have been breached to the extent that Confidential Information:
  - a. is disclosed by the Department to its Personnel solely in order to comply with its obligations, or to exercise its rights, under this Contract;
  - b. is disclosed by the Department to its internal management Personnel, solely to enable effective management or auditing of Contract-related activities;
  - c. is disclosed by the Department to the responsible Minister;



- d. is disclosed by the Department in response to a request by a House or a Committee of the Parliament of the Commonwealth of Australia;
  - e. is shared by the Department within the Department's organisation, or with another Commonwealth Department, where this serves the Commonwealth's legitimate interests;
  - f. is authorised or required by law to be disclosed; or
  - g. is in the public domain otherwise than due to a breach of this clause 10.
- 10.2.2. Where the Department discloses Confidential Information to another person pursuant to clauses 10.2.1.a - 10.2.1.e, the Department will notify the receiving person that the information is confidential.
- 10.2.3. In the circumstances referred to in clauses 10.2.1.a, 10.2.1.b, and 10.2.1.e the Department agrees not to provide the information unless the receiving person agrees to keep the information confidential.
- 10.3. Period of confidentiality**
- 10.3.1. The obligations under this clause 10 in relation to an Item of information described in Schedule 5 continue for the period set out there in respect of that Item.

## **11. Intellectual Property**

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### **11.1. Use of Commonwealth Material**

- 11.1.1. The Department grants (or will procure) a royalty-free, non-exclusive licence for the Service Provider to use, reproduce and adapt Commonwealth Material provided to the Service Provider for the purposes of this Contract.
- 11.1.2. The Service Provider agrees to use the Commonwealth Material strictly in accordance with any direction from the Department.

### **11.2. Rights in Contract Material**

- 11.2.1. Intellectual Property in all Contract Material vests or will vest in the Department.
- 11.2.2. Clause 11.2.1 does not affect the ownership of Intellectual Property in:
  - a. any Commonwealth Material incorporated into Contract Material; or
  - b. any Material in existence at the Execution Date and specified below:
    - None specified.
- 11.2.3. The Service Provider grants to (or will procure for) the Department a perpetual, irrevocable, royalty-free, world-wide, non-exclusive licence (including a right of sub-licence) to use, reproduce, adapt, modify, perform, distribute, communicate and exploit any existing Material referred to in clause 11.2.2.b incorporated into or that otherwise forms part of the Contract Material, for any purpose.

- 11.2.4. The Service Provider agrees that the licence granted in clause 11.2.3 includes a right for the Department to licence the existing Material in conjunction with the Contract Material to the public under an Open Access Licence.
- 11.2.5. The Service Provider agrees, on request by the Department, to create, sign, execute or otherwise deal with any document necessary or desirable to give effect to this clause 11.2.
- 11.2.6. The Service Provider warrants that:
- a. it is entitled; or
  - b. it will be entitled at the relevant time,
- to deal with the Intellectual Property in the Contract Material in the manner provided for in this clause 11.2.

### **11.3. Moral Rights**

#### **11.3.1. In this clause 11.3:**

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 Contract Material, with or without attribution or authorship;
- b. supplementing the Contract Material with any other Material;
- c. using the Contract Material in a different context to that originally envisaged;
- d. releasing the Contract Material to the public under an Open Access Licence;

but does not include false attribution of authorship.

#### **11.3.2. The Service Provider agrees:**

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

#### **11.3.3. This clause 11.3 does not apply to any Commonwealth Material incorporated in the Contract Material.**

**12. Indemnity and Insurance**

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**12.1. Proportionate Liability Regimes Excluded**

12.1.1. To the extent permitted by law, the operation of any legislative proportionate liability regime is excluded in relation to any claim against the Service Provider under or in connection with this Contract.

**12.2. Indemnity**

12.2.1. The Service Provider indemnifies the Department from and against any:

- a. cost or liability incurred by the Department (including but not limited to any claim made by, or liability to, a third party); or
- b. loss or expense incurred by the Department in dealing with any claim against it including legal costs and expenses on a solicitor/own client basis and the cost of time spent, resources used or disbursements paid by the Department,

arising from either:

- c. any breach of this Contract;
- d. any negligent act or omission, fraudulent, criminal actions, or wilful default of the Services Provider in connection with this Contract;
- e. loss or damage to any real or personal property, including property of the Department;
- f. personal injury, disease, illness or death of any person; or
- g. infringement of any third party's Intellectual Property rights.

12.2.2. The Service Provider's liability to indemnify the Department under clause 12.2.1 will be reduced proportionately to the extent that any act or omission involving fault on the part of the Department or its Personnel contributed to the relevant cost, liability, loss, damage or expense.

12.2.3. The right of the Department to be indemnified under this clause 12.2 is in addition to, and not exclusive of, any other right, power or remedy provided by law, but the Department is not entitled to be compensated in excess of the amount of the relevant cost, liability, loss, damage or expense.

**12.3. Limitation of liability**

12.3.1. The liability (subject to clause 12.3.2) of the Service Provider to the Department arising out of or in connection with this Contract (including under any indemnity) is limited to:

- a. AUD\$20 million for any single occurrence;
- b. AUD\$50 million in aggregate for the term of this Contract.

- 12.3.2. Clause 12.3.1 does not apply in relation to liability relating to:
- a. personal injury (including sickness and death);
  - b. breach of another person's intellectual property rights;
  - c. damage or loss to the property of a person other than the Department;
  - d. malicious, wilful, fraudulent or illegal acts or omissions of the Service Provider or its Personnel.
- 12.3.3. The parties acknowledge that the limitation of liability specified in clause 12.3.1 will be subject to review in the event that the contract is varied or extended.
- 12.4. Insurance**
- 12.4.1. The Service Provider will be required, prior to the Execution Date, to effect and maintain insurance cover for the duration of this Contract as follows:
- a. workers compensation insurance, as required by law;
  - b. products liability insurance in the amount of \$20 million (in aggregate);
  - c. public liability insurance in the amount of \$20 million (per occurrence), to cover the Service Provider and its employees for their respective rights, interests and liabilities to the Department and third parties for loss or damage to any property and injury or death to any person arising from, or in connection with the provision of the Services by the Service Provider;
  - d. professional indemnity insurance for the amount of \$5 million (in respect of any single occurrence and in the aggregate);
  - e. health and medical evacuation insurance for all Service Provider Personnel; and
  - f. compulsory third party motor vehicle insurance in respect of registered vehicles used in the provision of the Services.
- 12.4.2. The Department may require the Service Provider to obtain additional insurance or higher levels of insurance. If this results in the Service Provider incurring an increased premium, the Department will reimburse the additional premium (without mark-up).
- 12.5. Performance securities**
- 12.5.1. The Service Provider must provide to the Department, within 3 Business Days of the Execution Date, financial security (as a bank guarantee or surety bond) in the amount of AUD <sup>847</sup> [REDACTED] to secure the performance of the Services.
- 12.5.2. The financial security must be unconditional, from a financial institution acceptable to the Department and in a form approved by the Department. The financial security must have an expiry date at least 6 months after the expiration of the initial Term. In the event the Contract is extended, the financial security must be extended or replaced with a new financial security with an expiry date at least 6 months after expiration of the extended Term.

- 12.5.3. The financial security will be exercisable by the Commonwealth for either or both of the following:
- a. to obtain compensation for loss suffered in the event that the Service Provider fails to perform the Contract, including upon termination of the Contract; or
  - b. to recover any amounts due to the Department in relation to the Contract.

**13. Publicity, Media and External Relationship Management**

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**13.1. Publicity and Media to be Managed by the Department**

- 13.1.1. The Service Provider acknowledges and agrees that the Department 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 Contract including, without limitation, regarding the Department and any matter related to the Services, any Residents or Refugees, or the relationship or issues between the Service Provider and the Department; 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 the Department in writing.
- 13.1.2. Any contact with or release to the media which specifically names the Service Provider is to be approved by the Service Provider prior to any statement being made or material being released, which consent or approval must not be unreasonably withheld or delayed.

**13.2. Service Provider not to make public statements**

- 13.2.1. The Service Provider must not, and will ensure that its Personnel and subcontractors 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:
- d. an individual Resident or Refugee;
  - e. the processing of a claim for asylum for an individual or group of Residents or Refugees;
  - f. the health or wellbeing of an individual or group of Residents or Refugees;
  - g. the wellbeing of the relatives of a Resident or Refugee;

- h. the Department, its Personnel or its subcontractors (whether specifically referred to or not);
- i. the Services;
- j. the relationship between the parties; or
- k. any other matter directly or indirectly related to this Contract, other than:
- l. to direct any such inquiry to the Department;
- m. as is specifically authorised by and to the minimum extent necessary to fulfil the Service Provider's obligation under this Contract or comply with the Law; or
- n. as may be otherwise specifically authorised in writing by the Department.

#### **14. Dispute Resolution**

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##### **14.1. Procedure for Dispute Resolution**

- 14.1.1. The parties agree that a dispute arising under this Contract will be dealt with as follows:
  - a. a party claiming that there is a dispute will give the other party a notice setting out the nature of the dispute;
  - b. within 5 Business Days of the notice, the Contract Administrator and a senior representative of the Service Provider will meet and try to settle the dispute by direct negotiation between them;
  - c. if the parties are not able to resolve the dispute within a further 15 Business Days, the parties will refer the dispute to the Contract Authority and a more senior representative of the Service Provider who will meet and try to settle the dispute.
- 14.1.2. If the parties have been unable to resolve the dispute within 20 Business Days of the dispute being referred under clause 14.1.1.c:
  - a. the parties may agree to refer the dispute to mediation on terms to be agreed between the parties at the time; or
  - b. where the parties do not agree to refer the dispute to mediation or where the dispute remains unresolved after 20 Business Days of the dispute being referred to mediation, either party may commence legal proceedings in relation to the dispute.
- 14.1.3. Each party will bear its own costs of complying with this clause 14.

##### **14.2. Continued Performance**

- 14.2.1. Despite the existence of a dispute, the Service Provider will (unless requested in writing by the Department not to do so) continue to perform the Services in accordance with the Contract to the extent possible.

**14.3. Exemption**

- 14.3.1. This clause 14 does not apply to:
- a. action by the Department under or purportedly under clause 15;
  - b. legal proceedings by either party seeking urgent interlocutory relief.
- 14.3.2. The parties submit to the jurisdiction of the courts of that State or Territory.

**15. Termination**

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**15.1. Termination without default**

- 15.1.1. In addition to any right to terminate at law, the Department may by written notice at any time and in its absolute discretion:
- a. terminate this Contract, in which case at least 4 weeks' notice will be given; or
  - b. reduce the scope of the Services, in which case the notice will unless specified otherwise by the Department in the notice take effect immediately.
- 15.1.2. The Service Provider agrees, on receipt of a notice issued under clause 15.1.1:
- a. to stop or reduce work as specified in the notice;
  - b. to take all available steps to minimise loss resulting from that termination or reduction; and
  - c. to continue work on any part of the Services not affected by the notice.
- 15.1.3. In the event of termination under clause 15.1, the Department will be liable only:
- a. to pay any fees relating to Services completed before the effective date of termination; and
  - b. to reimburse any expenses the Service Provider unavoidably incurs relating entirely to Services not covered under clause 15.1.3.a including for the avoidance of doubt any demobilisation costs reasonably incurred.
- 15.1.4. The Department will not be liable to pay amounts under clause 15.1.3.a and 15.1.3.b which would, added to any fees already paid to the Service Provider under this Contract, together exceed the fees set out in Schedule 2 [Fees and Payment].
- 15.1.5. In the event of a reduction in the scope of the Services under clause 15.1, the Department's liability to pay fees under clause 8 will, unless there is agreement in writing to the contrary, reduce in accordance with the reduction in the Services (taking into consideration the impact of the reduction in the Services against the Service Provider's unavoidable expenses for the provision of the remaining Services).
- 15.1.6. The Service Provider will not be entitled to compensation for loss of prospective profits.



**15.2. Termination for default**

15.2.1. In addition to any right to terminate at law, if the Service Provider fails to perform any obligation under this Contract, the Department - if it considers that the failure is:

- a. not capable of remedy - may, by notice, terminate this Contract immediately;
- b. capable of remedy - may, by notice require that the failure be remedied within the time specified in the notice (being a reasonable period having regard to the circumstances of the failure) and, if not remedied within that time, may terminate this Contract immediately by giving a second notice.

15.2.2. The Department may also, by notice, terminate this Contract immediately (but without prejudice to any prior right of action or remedy which the Department has or may have) if the Service Provider:

- a. being a corporation, comes under one of the forms of external administration referred to in chapter 5 of the Corporations Act 2001, or an order has been made for the purpose of placing the corporation under external administration; or
- b. being an individual, becomes bankrupt or enters into a scheme of arrangement with creditors.

**15.3. Transition out**

15.3.1. If this Contract is terminated for any reason, the Service Provider must comply with any reasonable directions issued by the Department to achieve an orderly transition of the Services to the Department or an alternative provider. A transition out plan must be provided to the Department within 6 months of the Execution Date.

**16. Notices**


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**16.1. Format, addressing and delivery**

16.1.1. A notice under this Contract is only effective if it is in writing, and dealt with as follows:

- a. if given by the Service Provider to the Department - addressed to the Contract Administrator at the address specified in the definition of Contract Administrator under clause 1 or as otherwise notified by the Department; or
- b. if given by the Department to the Service Provider - given by the Contract Administrator (or any superior officer to the Contract Administrator) and addressed to (and marked for attention) of:

s22(1)(a)(ii)



Facsimile: s22(1)(a)(ii)

Physical address: 769 Fairfield Rd  
YEERONGPILLY QLD 4105

Postal address: PO Box 210  
BRISBANE MARKETS QLD 4106

- 16.1.2. A notice is to be:
- a. signed by the person giving the notice and delivered by hand; or
  - b. signed by the person giving the notice and sent by pre-paid post; or
  - c. transmitted electronically by the person giving the notice by electronic mail or facsimile transmission.

**16.2. When effective**

- 16.2.1. A notice is deemed to be effected:
- a. if delivered by hand - upon delivery to the relevant address;
  - b. if sent by post - upon delivery to the relevant address;
  - c. if transmitted electronically - upon actual receipt by the addressee.
- 16.2.2. A notice received after 5.00 pm, or on a day that is not a Business Day in the place of receipt, is deemed to be effected on the next Business Day in that place.

**17. General provisions**

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**17.1. Excusable performance failure**

- 17.1.1. Where an Excusable Performance Failure Event occurs, the Service Provider must immediately notify the Department in writing of the event specifying:
- a. the nature of, reason(s) for, and estimated duration of the Excusable Performance Failure Event; and
  - b. the obligations and Key Performance Measures affected by it and the extent of its effect.

A copy of any notice issued under this clause must be provided at the same time it is issued to the Department Operations Team Leader.

- 17.1.2. The Department will notify the Service Provider whether it accepts that an Excusable Performance Failure Event has occurred and the extent of its effect.
- 17.1.3. Where the Department accepts that an Excusable Performance Failure Event has occurred and the extent of its effect, subject to the Service Provider's compliance with its obligations under this clause, the Service Provider's obligations under this Contract and the relevant Key Performance Measures are suspended for so long as and to the extent they are affected by the Excusable

Performance Failure Event (Excusable Performance Failure Period) and no failure or omission by the Service Provider to perform or meet a suspended obligation or Key Performance Measure during the Excusable Performance Failure Period will be a breach of this Contract or result in an abatement of fees under the Performance Management Framework.

- 17.1.4. During the Excusable Performance Failure Period, the Service Provider must:
- a. use its reasonable endeavours to remove, overcome or minimise the effects of that Excusable Performance Failure Event as quickly as possible;
  - b. continue providing the Services and complying with its obligations under this Contract and meeting the Key Performance Measures not affected by the Excusable Performance Failure Event;
  - c. implement and comply with the processes and procedures set out in the Performance Management Framework relating to the management of Excusable Performance Failure Events;
  - d. Provide the Department Operations Team Leader with daily updates on the Excusable Performance Failure Event and its impact on the performance or meeting of any suspended obligations or Key Performance Measures; and
  - e. notify the Department in writing as soon as the Excusable Performance Failure Period ceases.

## 17.2. Conflict of interest

- 17.2.1. In this clause 17.2:

**Conflict** means any matter, circumstance, interest, or activity affecting the Service Provider, its Personnel or subcontractors which may or may appear to impair the ability of the Service Provider to provide the Services to the Department diligently and independently.

- 17.2.2. The Service Provider warrants that, to the best of its knowledge after making diligent inquiry, at the Execution Date no Conflict exists or is likely to arise in the performance of the Services.

- 17.2.3. If, during the period of this Contract, a Conflict arises, or appears likely to arise, the Service Provider agrees:

- a. to notify the Department immediately;
- b. to make full disclosure of all relevant information relating to the Conflict; and
- c. to take any steps the Department reasonably requires to resolve or otherwise deal with the Conflict.

**17.3. Work health and safety**

17.3.1. The Service Provider must at all times:

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

**17.4. Privacy**

17.4.1. The following definitions apply to and are used in this clause 17:

**Permitted Purpose** means a purpose for which the Service Provider may collect, use, disclose, provide access to or handle Personal Information as specified or contemplated in the Privacy Legislation or this 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 Resident or Refugee Records (but not the entire Resident or Refugee 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 this Contract by the Service Provider.

17.4.2. The Department authorises the Service Provider, pursuant its obligations as specified or contemplated in this 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 this 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 this Contract.

17.4.3. The Parties acknowledge and agree that, pursuant to Section 6A(2) of the Privacy Act, a Permitted Purpose will not constitute a breach of Privacy Legislation (including the Australian Privacy Principles) if the act or practice is specified or contemplated as an obligation under this Contract (notwithstanding if the act or practice breaches the Privacy Legislation if not specified or contemplated as an obligation in this Contract).

17.4.4. Subject to clause 17.4.2 and 17.4.3, the Service Provider 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 Service Provider for the purposes of this Contract, in the same way and to the same extent as if it were the Department;
- 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 or the Service Provider Personnel; and
- c. comply with any 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.

17.4.5. Subject to clause 17.4.2 and clause 17.4.3, the Service Provider must not disclose any Personal Information to any person except:

- a. to the extent necessary for a Permitted Purpose; and
- b. in accordance with its rights or obligations as specified or contemplated in the Privacy Legislation or this Contract.

17.4.6. Despite the restrictions otherwise set out in this Contract, the Service Provider's obligations of confidence do not apply to any Personal Information that the Service Provider 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.

17.4.7. In relation to a disclosure or proposed disclosure referred to in clause 17.4.6, the Service Provider must:

- a. immediately upon becoming aware that it may be required to disclose Personal Information, notify the Department in writing with details of the Personal Information required to be disclosed and the person to whom disclosure is to be made, so that the Department has sufficient notice, at its option, 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:
    - i. only disclose Personal Information to the extent legally required;
    - ii. use its best endeavours to ensure that any Personal Information is kept confidential; and
    - iii. follow any reasonable directions of the Department concerning the disclosure.
- 17.4.8. Subject to clause 17.4.2 and clause 17.4.3, the Service Provider must:
- a. obtain and maintain all necessary consents from the individuals to whom the Personal Information relates which are necessary for the Service Provider to perform its obligations as specified or contemplated in the Privacy Legislation or this Contract;
  - b. provide such notification to the relevant individual as are required under Privacy Legislation to ensure that the individual is aware that his/her Personal Information will be disclosed to the Department, and may be disclosed to other government agencies, contractors of the Department or contractors of other government agencies; and
  - c. ensure all Personal Information provided to the Department is accurate, up-to-date and relevant.
- 17.4.9. Subject to clause 17.4.2 and clause 17.4.3, the Service Provider must not use any Personal Information except:
- a. to the extent necessary for one or more of the Permitted Purposes; or
  - b. in accordance with its rights and obligations as specified or contemplated in the Privacy Legislation or this Contract.
- 17.4.10. The Service Provider agrees to notify the Department immediately if it becomes aware of a breach or possible breach of any of its obligations under this clause 17.4.
- 17.5. Audit and access**
- 17.5.1. The Service Provider agrees:
- a. to give the Contract Administrator, or any persons authorised in writing by the Contract Administrator, access to premises where the Services are being performed or where Official Resources are located; and

- b. to permit those persons to inspect and take copies of any material relevant to the Services.
- 17.5.2. The rights referred to in clause 17.5.1 are subject to:
- a. the Department providing reasonable prior notice;
  - b. the reasonable security procedures in place at the premises; and
  - c. if appropriate, execution of a deed of confidentiality by the persons to whom access is given.
- 17.5.3. The Auditor-General and Information Officer (including their delegates) are persons authorised for the purposes of this clause 17.5.

**17.6. Access to documents**

- 17.6.1. In this clause 17.6, 'document' and 'Commonwealth contract' have the same meaning as in the Freedom of Information Act 1982 (Cth).
- 17.6.2. The Service Provider acknowledges that this Contract is a Commonwealth contract.
- 17.6.3. Where the Department has received a request for access to a document created by, or in the possession of, the Service Provider or any subcontractor that relates to the performance of this Contract (and not to the entry into the Contract), the Department may at any time by written notice require the Service Provider to provide the document to the Department and the Service Provider must, at no additional cost to the Department, promptly comply with the notice.
- 17.6.4. The Service Provider must include in any subcontract relating to the performance of this Contract provisions that will enable the Service Provider to comply with its obligations under this clause 17.6.

**17.7. Relationship of parties**

- 17.7.1. The Service Provider is not by virtue of this Contract an officer, employee, partner or agent of the Department, nor does the Service Provider have any power or authority to bind or represent the Department.
- 17.7.2. The Service Provider agrees:
- a. not to misrepresent its relationship with the Department; and
  - b. not to engage in any misleading or deceptive conduct in relation to the Services.

**17.8. Waiver**

- 17.8.1. A failure or delay by a party to exercise any right or remedy it holds under this Contract or at law does not operate as a waiver of that right.
- 17.8.2. A single or partial exercise by a party of any right or remedy it holds under this Contract or at law does not prevent the party from exercising the right again or to the extent it has not fully exercised the right.



**17.9. Variation**

- 17.9.1. The Department may, including in response to a suggestion from the Service Provider, request that the Service Provider develop a change proposal to address a proposed variation to the Contract. The Service Provider will prepare a contract change proposal, outlining the impact on the Contract of the proposed variation, including on Schedule 1 [Statement of Work] and Schedule 2 [Fees and Payment]. The parties will discuss any contract change proposal in a timely manner.
- 17.9.2. For the avoidance of doubt, this clause 17.9 including the right to claim a variation to the Contract will apply where there has been a change in any law or regulatory requirement that applies to the Services or this Contract after the Execution Date where the change has a material-impact on the provision of the Services or the performance of the obligations under this Contract and the change could not have been reasonably contemplated by an experienced service provider.
- 17.9.3. A variation of this Contract is binding only if agreed in writing and signed by the Parties.
- 17.9.4. The parties confirm that where as a result of a change in law or regulatory requirement since 24 March 2014<sup>2</sup> resulted in amounts being payable by the Department as pass-through costs under the previous contract for the provision of services similar to the Services, to the extent the relevant change continues to apply the Department will continue to pay any relevant amount as a Pass Through Cost.

**17.10. Assignment and novation**

- 17.10.1. The Service Provider cannot assign its obligations, rights or interests under this Contract, or novate this Contract, without prior written approval by the Department, such approval may be subject to conditions.
- 17.10.2. The Department and Service Provider must discuss (in good faith) any intention by the Service Provider to partially assign its obligations, rights or interests under this Contract, or partially novate this Contract, to a subsidiary or related body- corporate of the Service Provider.
- 17.10.3. The Service Provider must reimburse the Department for any unavoidable and reasonable costs associated with full or partial assignment and/or novation of this Contract.

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<sup>2</sup> This is the date the Department and Broadspectrum Pty Ltd ACN 000 484 417 ABN 69 000 484 417 (when it was Transfield Services Limited) entered into a contract for the provision of Garrison and Welfare Services at Regional Processing Countries.



**17.11. Survival**

17.11.1. Unless the contrary intention appears, the expiry or earlier termination of this Contract will not affect the continued operation of any provision relating to:

- a. confidentiality;
- b. privacy;
- c. intellectual property;
- d. audit and access;
- e. an indemnity;

or any other provision which expressly or by implication from its nature is intended to continue.

**17.12. Applicable law**

17.12.1. This Contract is to be construed in accordance with, and any matter related to it is to be governed by, the law of the Australian Capital Territory.

17.12.2. The parties submit to the jurisdiction of the courts of that Territory.

**17.13. Step in Rights**

17.13.1. At any time if:

- a. the Department is entitled under clause 15 to terminate this Contract; or
- b. the Secretary considers that circumstances exist which require the Department's intervention,

the Department may, in its absolute discretion, suspend the performance of any service by the Service Provider, arrange for the Department or a third party to perform such suspended service or otherwise intervene in the provision of the Services by giving written notice to the Service Provider (Step-in Right).

17.13.2. The Department's Step-in Right will continue until the circumstances giving rise to the Step-in Right have been rectified or cease to exist.

17.13.3. The Service Provider must cooperate with the Department during the period that it exercises a Step-in Right by (but not limited to) ensuring compliance by the Service Provider and its Personnel with all directions given by the Department.

17.13.4. Nothing in this clause 17.13 obliges the Department to exercise the powers given under this clause 17.13.

17.13.5. The exercise of the powers under this clause is without prejudice to any other rights the Department may have to enforce or terminate this Contract.

**Signatures**

SIGNED for and on behalf of  
Commonwealth of Australia  
represented by the Department of  
Immigration and Border Protection by:

s22(1)(a)(ii)

^Name of signatory^

s22(1)(a)(ii)

Signature

In the presence of:

s22(1)(a)(ii)

^Name of witness^

s22(1)(a)(ii)

Signature of witness

SIGNED for and on behalf of  
Canstruct International Pty Ltd by:

s22(1)(a)(ii)

^Name of signatory^

s22(1)(a)(ii)

Signature

In the presence of:

s22(1)(a)(ii)

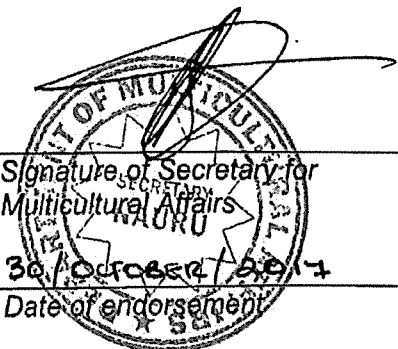
^Name of witness^

s22(1)(a)(ii)

Signature of witness

This contract is endorsed by the Secretary for Multicultural Affairs, Government of Nauru as follows:

I, Barina Waqa, Secretary for  
Multicultural Affairs hereby endorse  
this contract under section 24(1)(b) of  
the *Nauru (RPC) Corporation Act*  
2017:

  
Signature of Secretary for  
Multicultural Affairs  
30 October 2017  
Date of endorsement

**SCHEDULE 1 STATEMENT OF WORK**

Released by Department of Home Affairs  
under the *Freedom of Information Act 1982*

## PART 1: NATURE OF THE SERVICES

### 1. General background and nature of services

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#### 1.1. Background

- 1.1.1. The Department requires the provision of garrison and welfare services outlined in this Schedule for the Residents and Personnel at Regional Processing Centres (RPCs), Settlement Sites, and Other Sites in Nauru. The Department has a key role in developing and implementing an appropriate and sustainable regional processing model (Regional 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 a Regional Processing Country. This will include appropriate accommodation and services onsite.
- 1.1.2. The Department continues to design, develop and facilitate an efficient and effective model for infrastructure and services to support Regional Processing in the Republic of Nauru (Nauru). The focus is on an end to end process encompassing transfers, coordination and logistical services, governance, Regional Processing Centre (RPC) 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 Service Provider is achieving innovation and efficiency in service delivery and to enhance value for money for the Commonwealth.
- 1.1.4. Security infrastructure at each site exists with the intent to reduce the risk of damage from major disturbance such as occurred on 19 July 2013 in Nauru. The Service Provider is expected to put in place policies and procedures to support security enhancements and to minimise tensions at RPCs.
- 1.1.5. The parameters within which Regional 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 longer term objective is to support Nauru to manage and administer the suite of Regional Processing activities with a view to them becoming increasingly independent in this regard.
- 1.1.7. In addition, the development of supporting infrastructure and services in Nauru will contribute to their nation building. Alignment with stakeholders' expectations is therefore critical and an effective working relationship with the Government of Nauru (GoN) needs to be maintained.
- 1.1.8. RPCs accommodate individuals in accordance with the Minister's direction under s 198AD(5) of the Migration Act 1958 of 29 July 2013. Nauru accommodates Single Adult Males (SAMs), families, Single Adult Females (SAFs) and

unaccompanied minors (UAMs) (where required) – this includes refugees, asylum seekers, and non-refugees.

- 1.1.9. Settlement Sites and Other Sites accommodate individuals who have been found to be refugees by the Government of Nauru. This includes SAMs, families, SAFs and UAMs (where required).
- 1.1.10. It is essential that services are able to scale up and down in an effective and timely manner to meet forecasted requirements.
- 1.1.11. Regional Processing is subject to significant scrutiny and the Service Provider is required to liaise with stakeholders and manage expectations effectively.
- 1.1.12. The Service Provider must perform the Services in a manner that is:
  - a. adaptable to, and readily accommodates changes in Commonwealth policy during the term of the Contract to ensure that the Services are delivered in accordance with Commonwealth policy;
  - b. appropriate to the individual needs of each Resident; and
  - c. adaptable to and readily accommodates changes in Resident numbers (which may significantly increase or decrease during the term of the Contract).

## **1.2. Provision of works and services in Nauru**

- 1.2.1. The Service Provider must hold all necessary local Nauru company registration and accreditation requirements to be able to carry on business in Nauru.
- 1.2.2. The Service Provider will provide Services that are the best available in the circumstances, and utilise facilities and Personnel on the Sites 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 Service Provider should note that the Australian Government is committed to promoting employment and training opportunities for local Nauruan people and businesses.
- 1.2.4. The Service Provider 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 management**

- 1.3.1. The Service Provider will have significant stakeholder management and consultation requirements including with the Department and Nauruan government authorities. The Service Provider must adopt a collaborative approach to the complex stakeholder and governance issues.

## **PART 2: RPC RESIDENT WELFARE SERVICES**

### **1. General**

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#### **1.1. Overview**

- 1.1.1. The Service Provider is required to provide and assist with a range of Resident Services at the RPCs, and facilitate and encourage Residents to access these Services.
- 1.1.2. These services include:
  - a. Individual Management
  - b. Programmes and activities
  - c. Reception, transfer, discharge of Residents
  - d. Property Management
  - e. Communication Management
- 1.1.3. The Services are to be delivered by the Service Provider at the RPCs. Any reference to RPC or Site refers to the RPC Site.
- 1.1.4. All Service delivery decisions taken by the Service Provider will take account of the individual needs of Residents, and will aim to improve health, welfare and well-being outcomes for each Resident.
- 1.1.5. The Service Provider will provide a range of Services to promote the welfare and well-being of Residents and create an environment that supports security and safety at the Site.
- 1.1.6. The Service Provider is required to take reasonable steps to ensure that it and all its Personnel treat Residents equitably and fairly, with dignity and respect.
- 1.1.7. The Service Provider is required to focus on the well-being of each Resident and will make every effort to ensure visits from support groups are facilitated, while maintaining safety of all Residents.
- 1.1.8. The Service Provider will encourage interaction between Residents, where safe and appropriate.
- 1.1.9. The Service Provider will develop and facilitate activities to enhance the ongoing emotional and mental health of each Resident.

### **2. Individual Management**

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#### **2.1. General**

- 2.1.1. The Service Provider is required to:
  - a. promote and maintain an environment conducive to the health and welfare of Residents where the needs of Residents are identified and responded to openly and with integrity;

- b. establish processes to prevent Residents being subjected to illegal and anti-social behaviour and, where such behaviour becomes apparent, to deal with the issues cooperatively with the local authorities, the Department and other service providers;
- c. promote a culture in which Personnel interact with Residents on a regular basis in both formal and informal settings, developing trust and effective communication channels in undertaking their duties;
- d. take all reasonable steps to ensure all interaction between Personnel and Residents is conducted in a culturally appropriate manner; and
- e. ensure all interaction between Personnel and Residents is conducted in a professional manner.

## **2.2. Interaction with Residents**

2.2.1. The Service Provider is required to implement and support:

- a. policies and procedures at the Site that promote high levels of positive and culturally sensitive interaction between Personnel and Residents to deliver a healthy environment and assist Residents to achieve greater self-sufficiency over their daily routine in preparation for settlement;
- b. policies and procedures that set out the standards and qualities the Service Provider expects of its Personnel when they interact with Residents, other service providers and stakeholders, including:
  - i. Personnel being required to clearly identify themselves when communicating with Residents, other service providers and other stakeholders including wearing a name badge; and
  - ii. supporting Personnel to develop communication skills to interact and communicate with Residents, other service providers and other stakeholders in a positive and effective manner.

2.2.2. The Service Provider must ensure that all Personnel:

- a. read, sign and understand the code of conduct and confidentiality forms provided by the Department before commencing duty at the Site;
- b. maintain regular contact with Residents;
- c. coordinate access by Residents to available Services;
- d. proactively manage issues relating to Residents as they arise and before they impact on the Resident's well-being or that of other Residents in the Site; and
- e. document and report any matters they consider material to the welfare of Residents in individual management plans and advise the Department.

2.2.3. The Service Provider 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 Resident. The Service Provider should also ensure that their Personnel are

aware of government policies and that all communications with Residents are consistent with these policies.

### **2.3. Individual Management Plans**

- 2.3.1. The Service Provider is required to develop and implement, and review Individual Management Plans for each Resident in line with Departmental Guidelines issued from time to time.
- 2.3.2. The Service Provider is required to ensure that each Individual Management Plan:
  - a. identifies and tailors ongoing care and services required for the wellbeing of each Resident; and
  - b. maintains an historical record of the care and services provided to Residents.

### **2.4. Case Management Training**

- 2.4.1. The Service Provider is required to develop and provide case management Personnel with appropriate training prior and during deployment to a RPC.
- 2.4.2. Case Management training must be implemented as soon as possible and finalised Case Management material must be provided to the Department six weeks after Contract Execution for approval by the Department.

### **2.5. Resident Records**

- 2.5.1. The Service Provider is responsible for the development and management of Resident Records. Other service providers will contribute information for inclusion in the Resident Records.
- 2.5.2. The Service Provider is required to develop and implement a Resident Records management system for use by all Service Providers. The Service Provider and the Department will develop guidelines that set out in more detail the minimum requirements that are to be met by the Resident Records management system ('Resident Records Guidelines') including:
  - a. minimum categories of information to be recorded;
  - b. timeframes for updating Resident Records;
  - c. reporting and data analysis, including frequency and format of standard reporting templates; and
  - d. format and processes for the transfer of data to the Department at regular intervals during the Term and at the expiration or termination of the Contract.
- 2.5.3. The Service Provider must ensure that other service providers and their Personnel are provided with training in the use of the Resident Records management system.



- 2.5.4. The Service Provider is required to ensure that all relevant information relating to a Resident is recorded in the management system in a timely manner in accordance with the Resident Records Guidelines to assist with Resident welfare and management of the Site.
- 2.5.5. The Service Provider is required to, on request from the Department and otherwise in accordance with the Resident Records Guidelines, promptly provide reports and other information from the Resident Records management system.
- 2.5.6. The Service Provider acknowledges that all Resident information is accessible by the Department at all times, at request by the Department.
- 2.5.7. For the avoidance of doubt:
- a. when the Service Provider collects, uses, discloses or handles Personal Information of a Resident or Settlement Site Resident Refugee in order to discharge its obligations under this Contract, the act or practice can be undertaken by the Service Provider 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 Service Provider may withhold access to Personal Information where giving access to that information:
    - i. would be likely to prejudice one or more enforcement related activities conducted by or on behalf of an enforcement body; or
    - ii. would reveal evaluative information generated within the entity in connection with a commercially sensitive decision making process.

## **2.6. Referral of Resident identity issues**

- 2.6.1. The Service Provider has a duty of care to immediately refer any doubts or concerns regarding a Resident's identity to the Department.
- 2.6.2. Where the Service Provider identifies that a Resident that claimed to be 18 or over is under the age of 18, the provider must inform the Department and manage that Resident in accordance with any Department instructions.

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

- 2.7.1. The Service Provider is required to, in addition to the Services outlined elsewhere in this Schedule, 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.

## **2.8. Families with children**

- 2.8.1. The Service Provider will provide support to other service providers in delivering specialised services for the care and wellbeing of Resident families with children.

2.8.2. The Service Provider will provide support to other service providers for Resident families with children to understand and exercise parental responsibility while accommodated at the Site.

## **2.9. Health of Residents**

2.9.1. The Service Provider must ensure that any Resident who requests, or appears to be in need of medical attention, is referred for appropriate medical attention.

2.9.2. Where it appears that a Resident requires emergency medical attention, the Service Provider must:

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

## **2.10. Residents under the influence of drugs or alcohol**

2.10.1. The Service Provider is required to:

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

## **2.11. Mental health awareness**

2.11.1. The Service Provider is required to ensure all relevant Personnel attend mental health awareness training provided by the Department.

## **2.12. Behavioural management of Residents**

2.12.1. The Service Provider is required to develop a behavioural management strategy within six (6) weeks of execution of the Contract for submission to the Department for approval. The strategy will include:

- 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.

- 2.12.2. The Service Provider is required to take the lead on 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.
- 2.12.3. The Service Provider is required 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.
- 2.12.4. The Service Provider must develop and implement Behavioural Management Plans.
- 2.12.5. The Service Provider is required to review Behavioural Management Plans in line with Department Guidelines issued from time to time.

### **2.13. Managed Accommodation**

- 2.13.1. The Service Provider is responsible for the establishment of and provision of Services at Managed Accommodation at RPCs, including:
- a. the decision to place or remove a Resident in Managed Accommodation in consultation with other service providers, the Department and the Government of Nauru;
  - b. maintenance, cleaning and catering;
  - c. the provision of welfare services; and
  - d. the provision of security services.
- 2.13.2. Managed Accommodation processes are required to cover Residents accommodated at the Managed Assisted Accommodation, Supported Assisted Accommodation and Restricted Assisted Accommodation.
- 2.13.3. The Service Provider is responsible for developing procedures for the provision of Services at the Managed Accommodation, to be approved by the Department within four weeks of execution of this contract.

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

- 2.14.1. The Service Provider is required to develop and implement processes, in cooperation with the Department, local authorities and other service providers, for managing instances where Residents are engaged in behaviour that is illegal, has breached the rules applicable at the RPC or is anti-social in nature.
- 2.14.2. 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.
- 2.14.3. The Service Provider is required to communicate the Site policy on anti-social behaviour to all Residents during the induction process.
- 2.14.4. Where the Service Provider has identified, or suspects, that a Resident has engaged in illegal, non-compliant or antisocial behaviour, the provider must immediately inform the Department and other relevant service providers and develop and implement behavioural management strategies, as specified in clause 2.12 of Part 1, for:
- 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 Residents; and
  - d. ensuring that Residents identified as victims of anti-social behaviour are supported by Personnel and other service providers, with relevant details recorded.
- 2.14.5. The Department is responsible for involving the police or other authorities as required, except where reporting is mandatory under the law, or if the Department has provided a request to the Service Provider seeking its assistance in relation to prohibited or controlled items or, if the Department has provided a request to the Service Provider in accordance with any incident reporting or emergency management policies, procedures or guidelines.

## **2.15. Complaints Management System**

- 2.15.1. The Service Provider will provide Residents in their care access to a complaints procedure whereby issues of concern can be resolved effectively, fairly and efficiently.
- 2.15.2. The Service Provider is required to develop and implement a Complaints Management System within 10 days of execution of the contract and provide to the Department for review. The Service Provider must respond to all Resident complaints within a reasonable timeframe.
- 2.15.3. The Service Provider is required to allocate complaints to other service providers, where appropriate, and coordinate responses from other service providers to meet a reasonable timeframe.
- 2.15.4. Resident complaints will be treated with confidentiality and integrity, and no Resident will be prevented from providing their complaint to an external party.
- 2.15.5. The Service Provider will develop a complaints handling process, including:
- a. promoting informal early rectification of issues;
  - b. referring complaints to relevant stakeholders; and

- c. responding in a timely manner to Residents.

**2.16. Private interview rooms**

2.16.1. The Service Provider will:

- a. where possible, facilitate Resident contact in a private interview room with the Australian and relevant Nauruan government officials and representatives; and
- b. where possible, facilitate contact in a private interview room with any other visitor approved by the Government of Nauru.

**3. Programmes and activities**

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**3.1. Overview**

3.1.1. The Service Provider is required to:

- a. develop, manage and deliver structured and unstructured programmes and activities designed to provide educational and recreational opportunities, and provide meaningful activities that will enhance the mental health and wellbeing of individuals accommodated at the Site;
- b. develop strategies to encourage Residents to participate in programmes and activities, but enable Residents at the Site to determine their own level of participation and involvement;
- c. ensure programmes and activities cater for the diverse needs of Residents;
- d. take feedback from Residents into account when developing programmes and activities;
- e. arrange, in accordance with the procedures for the sourcing of equipment advised by the Department, for the supply of equipment required to support the activities; and
- f. ensure suitably qualified Personnel are provided to support the activities.

3.1.2. The Service Provider is required to develop a consolidated Programmes and Activities Plan that sets out in more detail the programmes and activities that meet the requirements of this Statement of Work and the processes that will be used to monitor compliance with these requirements within 10 days of execution of the Contract.

3.1.3. The Service Provider must update the Programmes and Activities Plan on a quarterly basis.

3.1.4. The Programmes and Activities Plan will include the following programme and activity programme areas:

- a. education programme;
- b. religious programme;
- c. recreation programme;

- d. sporting programme; and
- e. excursions.

3.1.5. The Service Provider is required to provide a Programmes and Activities Schedule to the Department on a monthly basis, which outlines the consolidated programmes and activities available to Residents.

### **3.2. Education Programme**

3.2.1. The Service Provider is required to develop and implement a robust education programme, which provides Residents an opportunity to develop and learn a range of skills including English language skills.

3.2.2. The Service Provider is required to develop an Education Programme Plan.

### **3.3. Religious Programme**

3.3.1. The Service Provider must ensure all Residents are free to practice their religion of choice individually or communally in accordance with Departmental guidelines issued from time to time and subject to the overriding safety and security of Residents.

3.3.2. The Service Provider will provide religious services to Residents including religious activities and cultural liaison, transport to and from the religious service and appropriate equipment for use during the religious service.

3.3.3. The Service Provider is required to develop and update a Religious Programme Plan.

3.3.4. The Service Provider is required to provide space for Residents to practice all religious faith including religious classes.

### **3.4. Recreation Programmes**

3.4.1. The Service Provider is required to provide opportunities for Residents to participate in unstructured recreational activities within the RPC. This may include arts and crafts, chess, table tennis games and television.

3.4.2. The Service Provider is required to ensure adequate recreational equipment is available to Residents.

3.4.3. Swimming may be offered as a recreational activity. The Service Provider will provide suitably qualified supervision of Residents with varying swimming abilities to participate in activities in or near water.

3.4.4. The Service Provider is required to develop and update a Recreation Programme.

### **3.5. Sporting Programme**

- 3.5.1. The Service Provider is required to provide opportunities for Residents to participate in structured sporting activities both within and outside of the RPC. This may include soccer, cricket and volleyball.
- 3.5.2. The Service Provider is required to ensure adequate sporting equipment is available to Residents.
- 3.5.3. The Service Provider is required to develop and update a Sporting Programme.

### **3.6. Excursions**

- 3.6.1. The Service Provider is required to provide opportunities for Residents to participate in structured excursions outside the RPC. This may include, but is not limited to, sporting tournaments, community activities and religious services.
- 3.6.2. The Service Provider will develop and update an Excursion Plan.
- 3.6.3. The Service Provider must work in collaboration with other service providers and the Nauruan community in developing a schedule of excursions and encourage community participation.

### **3.7. Individual Allowance Programme and Canteen**

- 3.7.1. The Service Provider is responsible for the operation and management of the Individual Allowance Programme (IAP) for Residents in accordance with the guidelines issued by the Department from time to time.
- 3.7.2. The Service Provider is required to:
  - a. stock and manage a shop that trades IAP points for items including, but not limited to, personal care products, telephone cards, stamps, writing paper, tobacco and snack food;
  - b. consider requests of Residents when determining what items are to be stocked in the shop;
  - c. seek the Department's approval for all items available to Residents at the canteen;
  - d. prominently display prices and opening hours in the shop, with signage in all relevant languages as appropriate to the Site's population; and
  - e. adequately stock the canteen to meet Resident needs.
- 3.7.3. The Service Provider is responsible for managing all procurement associated with the operation of the canteen.

### **3.8. Gym**

- 3.8.1. The Service Provider will provide fair and equitable Resident access to a gymnasium, where available.

- 3.8.2. The Service Provider is required to develop a procedure for the equitable use and access to the gymnasium for all Residents.
- 3.8.3. The Service Provider is required to support other service providers in the maintenance and security of gymnasium equipment, including a daily records log of gymnasium equipment.
- 3.8.4. All Personnel who supervise use of gymnasium facilities by Residents are required to hold at least a Certificate III in gymnasium management or equivalent.

#### **4. Reception, transfer and discharge of Residents**

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##### **4.1. General responsibilities**

- 4.1.1. The Service Provider will coordinate the reception, transfer and discharge processes at the Site.
- 4.1.2. The Service Provider is required to:
  - a. conduct reception processes upon the arrival of Residents at the Site;
  - b. provide transfer processes to ready a Resident for transfer to other locations, advised by the Department;
  - c. provide discharge processes in a manner that promotes the Resident's well-being, dignity and safety;
  - d. ensure that Residents are regularly informed about what is happening to them in a language they understand through the use of interpreters provided by other service providers if required; and
  - e. take primary responsibility for induction including provision of an induction booklet.

##### **4.2. Processing times**

- 4.2.1. The Service Provider is required to:
  - a. ensure Personnel are available to undertake reception, transfer and discharge activities at any time;
  - b. commence the reception process, immediately after a Resident arrives at the Site and complete the reception process within 12 hours of their arrival at the Site;
  - c. commence the induction processes as soon as reasonably practicable after the Resident's arrival at the Site and complete the induction processes within two (2) days of the Resident arriving at the Site - the induction process includes providing information regarding how the Site operates and explaining relevant policies, procedures and roles;
  - d. undertake transfer and discharge processes in accordance with timeframes determined by the Department on a case by case basis; and



- e. undertake discharge processes immediately after the Service Provider is advised by the Department of a Resident's release.

### **4.3. Reception**

4.3.1. The Service Provider is required to:

- a. set up and manage a reception area;
- b. develop and implement a reception process and checklist;
- c. review, update and, if necessary, reissue identification cards to Residents;
- d. ensure the reception process is coordinated with the Department and any other relevant stakeholders;
- e. ensure that Personnel involved in the reception process are specifically trained to manage the reception process in a non-threatening and threat-reducing way, with a focus on the well-being of Residents at all times;
- f. ensure that before new Residents arrive at the Site, culturally appropriate food is available and other Residents at the Site are informed of the new arrival/s;
- g. record skills of Residents;
- h. make available leaflets on the reception and induction processes in a range of languages to explain the reception and induction processes;
- i. offer food and drink and access to bathroom facilities and toiletries to Residents upon admission to the Site; and
- j. provide a copy of reception reports to the Department within 48 hours of a Resident being received at the Site.

4.3.2. The reception process will include providing clear information to Residents regarding their right to complain and the process to be followed.

### **4.4. Resident health induction assessment**

4.4.1. The Service Provider will provide all necessary support to enable each Resident to undergo a health induction assessment during the reception process in conjunction with other service providers.

4.4.2. Where a Resident undergoes a health induction assessment, the Service Provider may request a summary of relevant and non-confidential health information about the Resident from the health service provider for the Resident Record, as soon as practicable. The health service provider will make a determination on what information is considered confidential.

### **4.5. Bedding, clothing, footwear and Items**

4.5.1. The Service Provider must ensure each Resident is allocated with the following items during the reception process:

- a. bedding that is clean and fit for purpose;

- b. freshly laundered linen that is in good condition and suited to the local climate;
- c. where required, clothing and footwear that is new, suited to the local climate and the Resident's cultural needs;
- d. a starter pack of toiletries that includes:
  - i. soap, shampoo and conditioner;
  - ii. toothbrush and toothpaste;
  - iii. hairbrush or comb;
  - iv. deodorant, moisturiser and talcum powder;
  - v. sanitary items (for female Residents)
  - vi. razor and shaving cream (if required on a one for one basis);
  - vii. nail clippers;
  - viii. sunscreen and insect repellent; and
  - ix. where required, information and equipment required for self-catering.

4.5.2. Bedding, clothing, footwear and self-catering items are to be replenished as required or to be purchased by IAP points in accordance with Departmental Guidelines issued from time to time.

#### **4.6. Arrival phone call**

4.6.1. As part of the induction process, the Service Provider must advise Residents that they may make a telephone call to advise family, friends or other support networks of their arrival at the Site. The Service Provider will facilitate this phone call.

#### **4.7. Residents security risk assessment**

4.7.1. During the reception process, and within 24 hours of arrival, the Service Provider must conduct a security risk assessment for each Resident, which includes an examination of any previous risk assessments and information about the Resident that might be provided by the Department or other government agencies.

4.7.2. The Service Provider may:

- a. use a Residents security risk assessment framework provided by the Department; or
- b. develop and use an alternative framework, providing it has been developed in accordance with the AS NZS 4360:2004 Standard for Risk Management and approved by the Department.

4.7.3. The Service Provider is required to:

- a. review the security risk assessment for each Resident at the Site monthly;
- b. re-assess the Resident's security risk assessment after the Resident has been involved in any disturbance or received information that may adversely impact on their disposition; and

- c. consider the Resident's security risk assessment when developing individual management plans and when conducting accommodation placement reviews.

#### **4.8. Induction Briefing**

- 4.8.1. The Service Provider will develop and provide induction briefing information to Residents, relevant to each Site including:
  - a. a description of facilities and services that are available;
  - b. the roles and responsibilities of the Department, Personnel and other service providers;
  - c. how to communicate with Personnel;
  - d. information on Residents' committees and how to be involved;
  - e. photographs or basic identifiers of key Personnel;
  - f. which items are not permitted at the Site and why; and
  - g. other relevant information as determined by the Service Provider or as notified by the Department.

#### **4.9. Placement review**

- 4.9.1. The Service Provider is required to:
  - a. notify the Department, where the Service Provider believes that existing placement is inappropriate for the Resident and include reasons why they formed this view; and
  - b. record accommodation details for Residents.

#### **4.10. Stores Management**

- 4.10.1. The Service Provider is required to provide fair and equitable Resident access to a Store Room for replacement clothing and toiletries.
- 4.10.2. The Service Provider is required to develop a procedure for the allocation and replacement of clothing and toiletries, to be approved by the Department.
- 4.10.3. The Service Provider is required to support the effective procurement and stock of appropriate and climate specific clothing and toiletries.

#### **4.11. Transfer**

- 4.11.1. When notified by the Department, the Service Provider is required to support and prepare Residents for transfer including:
  - a. providing briefing notes for the next party that will take the Resident into its care that outline any known management or behavioural issues relevant to the Resident;

- b. ensuring that the Resident's security risk assessment has been reviewed and updated;
- c. ensuring that medications and other essential items are prepared, in consultation with the health service provider;
- d. ensuring that all personal property of the Resident is transferred with the Resident and the Resident signs an agreement for this to occur;
- e. ensuring that all hard copy Resident Records are provided to the escort for transfer to the same destination as the Resident;
- f. taking all reasonable steps to ensure that the Resident has been provided with clothing that is appropriate for the journey and the destination climate; and
- g. cooperating with the Department and any other stakeholders involved in the transfer process.

**4.12. Discharge**

- 4.12.1. When notified by the Department, the Service Provider is required to support the preparation of a Resident for discharge from the RPC including:
- a. confirming that the identity of the Resident matches that in the Department's documentation;
  - b. taking all reasonable steps to ensure the Resident has been provided with clothing appropriate to the journey and destination climate; and
  - c. ensuring all personal belongings are returned to the Resident on discharge, or the Resident's escort if required by the Department.

**4.13. Discharge for return**

- 4.13.1. When notified by the Department that a Resident is being returned to their country of origin, the Service Provider must:
- a. update the Resident's security risk assessment before they travel and complete the Service Provider assessment of a Resident for aviation travel;
  - b. organise packing and weighing of the property of Residents; and
  - c. assist the Department and any other service providers or government officials to facilitate the return.

**5. Property of Residents**

**5.1. General**

- 5.1.1. The Service Provider is required to develop and implement a procedure to:
- a. inform Residents of the procedures for management of their property;
  - b. manage the secure storage of:

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- i. all property of Residents provided voluntarily by the Resident for storage; and
- ii. all controlled items as per clause 5.6 of Part 2.

5.1.2. "Prohibited items" or "controlled items" are items that are deemed to be excluded items or illegal items by the Service Provider as per clause 5.6 of Part 2:

## **5.2. Storage of and access of Residents property**

5.2.1. The Service Provider is required to develop and implement a procedure to:

- a. securely and separately store Residents' property;
- b. document all property of the Resident which has been handed to the Service Provider for storage;
- c. provide Residents with a receipt for all property that is to be stored by the Service Provider;
- d. provide Residents with access to their property, while ensuring they do not have access to illegal items ; and
- e. maintain a register to record all access to the secure store and ensure that all access is monitored.

## **5.3. Recording of Residents property in storage**

5.3.1. The Service Provider is required, in accordance with Departmental Guidelines, to:

- a. record all property of Residents in the Resident's presence;
- b. record all property retained by a Resident while in the Site;
- c. record all property provided to the Service Provider for storage;
- d. record all prohibited and controlled Items which have been removed and held in trust by the Service Provider; and
- e. provide a receipt to the Resident.

## **5.4. Returning property to Residents**

5.4.1. The Service Provider is required to:

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

## **5.5. Lost, stolen or damaged property of Residents in the care of the Service Provider**

5.5.1. Where property in care of the Service Provider is lost, stolen or damaged, the Service Provider is required to reimburse, at its own cost, the Resident for the commercial replacement value of the property.

- 5.5.2. Subject to the above, the Service Provider is not responsible for any property retained by the Resident at the Site that is lost, stolen or damaged.
- 5.5.3. The Service Provider is responsible for costs associated with any property retained by the Resident 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 Service Provider or its Personnel.

## **5.6. Prohibited and Controlled Items**

- 5.6.1. For the RPC Sites:
- a) under section 18(3) of the Asylum Seekers (Regional Processing Centre) Act 2012, the Operational Manager, shall publish a list of “prohibited items” and “controlled items” (as defined in that Act) that shall apply to Residents, visitors and Personnel;
  - c) the Service Provider is required to inform the Operational Manager if it identifies any additional prohibited and controlled items which it considers should not enter the Site, either through risk assessment or to meet requirements of Nauruan law and legislation.
- 5.6.2. The Service Provider is required to advise Residents what items are prohibited and controlled, in accordance with any Departmental policies and procedures notified to the Service Provider.
- 5.6.3. Where a Resident surrenders a controlled item, the Service Provider is required to:
- a. record the controlled item;
  - b. securely store the controlled item;
  - c. return all controlled items that the Resident may legally possess to the person immediately upon release or positive hand down; and
  - d. provide all controlled items that the Resident may legally possess to an escorting officer where required by Departmental policy.
- 5.6.4. Where a Resident surrenders a prohibited item, the Service Provider will be required to:
- a. ensure the prohibited item does not pose an ongoing safety risk to the Site or any persons at the Site;
  - b. notify the Department and local authorities in accordance with incident management reporting requirements issued by the Department;
  - c. record all identifying details concerning the prohibited items; and
  - d. securely store the prohibited item in a manner that protects the integrity of any evidence until custody of the prohibited item can be transferred to the relevant authority.
- 5.6.5. If any Service Provider Personnel observe, are aware of or otherwise suspect a prohibited or controlled item is at the Site or in possession of a Resident and that

item has not been surrendered, the Service Provider is required to notify the Department.

- 5.6.6. If any of the Service Provider Personnel have been appointed “authorised officers” by the Secretary for Multicultural Affairs (**Secretary**) under the Asylum Seekers (Regional Processing Centre) Act 2012 (Nauru), those authorised officers are permitted to seize prohibited and controlled items from Residents within the Site on the Republic of Nauru only in accordance with:
- e. the requirements of the Asylum Seekers (Regional Processing Centre) Act 2012 (Nauru); and
  - a. the terms of the relevant instrument of authorisation signed by the Secretary.

## **6. Communication management**

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### **6.1. Access to communication services**

- 6.1.1. The Service Provider will ensure Residents have access to communication services, unless advised by the Department, including:
- a. all required equipment and infrastructure;
  - b. telephones - in the Resident area;
  - c. computers and printers - for Residents 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 Residents 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 Service Provider or other service providers may recommend to promote the well-being for Residents; and
  - f. mail services.

### **6.2. Management of access**

- 6.2.1. The Service Provider will provide management and supervision of access to and use of the communication services by Residents.
- 6.2.2. The Service Provider is required to inform Residents that their access to communication services may be recorded and/or monitored for security purposes.

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**6.3. Access and use of mail services and facsimiles**

6.3.1. The Service Provider is required to:

- a. register all received mail and facsimiles which are addressed to a Resident;
- b. ensure mail does not contain illegal goods; and
- c. manage the distribution of mail and facsimiles to Residents.

6.3.2. Postage costs for mail sent by a Resident will be at the Resident's expense except when a Resident does not have the means to pay for postage, in which case the Service Provider will be required to refer to the Department for instructions.

**6.4. Television and other media**

6.4.1. The Service Provider is required to, where available, facilitate access to free-to-air television and other broadcast services, covering news, current affairs and other content that the Service Provider or other service providers may recommend to promote the well-being of Residents.

6.4.2. Television and other media must be appropriate for the viewing audience.



## **PART 3: CHILDREN, YOUNG PEOPLE AND FAMILIES**

### **1. General**

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#### **1.1. Definitions**

- 1.1.1. In this Part 3 of schedule 1 (Statement of Work), a reference to:
- a) an “infant” is any person that is 12 months old or younger; and
  - b) a “minor” is any person between the ages of 12 months and under the age of 18 years old.
- 1.1.2. The Services are to be delivered by the Service Provider at the RPCs. Any reference to RPC or Site refers to the RPC Sites.

#### **1.2. Context**

- 1.2.1. The Service Provider is required to provide services which relate to the welfare and engagement of children and Resident Unaccompanied Minors (UAMs). The services set out in this Part 3 commence on and from 1 November 2017 and a reference to Resident in Part 3 is to the above cohorts only.
- 1.2.2. In particular, the Service Provider will have primary responsibility for:
- a) subject to the role of the local school system pursuant to clause 2.1.2 of Part 3, the targeted delivery of education programs and activities to the various cohorts of Residents;
  - b) engagement with Residents to offer welfare and support as part of reception, induction, transfer and discharge processes as well as behaviour management systems operating at the Site and as otherwise as set out in this Schedule;
  - c) providing culturally respectful support to Residents in relation to supervision, nutrition, health, recreation, and cultural needs and family relationships;
  - d) providing support to parents or Guardians in caring for the needs of their children with an understanding that parents and Guardians remain responsible for the health, safety, supervision and wellbeing of their children;
  - e) providing specialist care services to UAMs in collaboration with their Guardian as specified at clause 3.3 of Part 3;
  - f) providing specialist services to families with infants, and where relevant Guardians of infants, including developmental reviews; and
  - g) providing independent observer services as specified at clause 3.4 of Part 3.
- 1.2.3. The Service Provider is required to:
- a) work cooperatively with the Department, other government agencies and other service providers to ensure integrated service delivery to Residents;
  - b) attend meetings wherever necessary or requested;
  - c) maintain comprehensive records of all Services undertaken; and
  - d) provide escort services to these Residents on authorised recreational and educational excursions out of the Site (but within Nauru, or the local area as the case may be).
- 1.2.4. To ensure that the Service Provider can meet its obligations under this schedule, the Department will:

- a) when requested by the Service Provider, assist the Service Provider to identify and communicate with any Guardians of UAMs and other minors receiving services pursuant to this Schedule;
- b) when requested by the Service Provider, assist the Service Provider to obtain access to information and records held by Guardians and other service providers, where reasonably required by the Service Provider for the wellbeing and safety of Residents receiving services pursuant to this Schedule; and
- c) collaborate with the Service Provider, and where appropriate seek engagement from relevant local government authorities, to develop, finalise and publish a set of policies, procedures and systems directed to the wellbeing and safety of Residents receiving services pursuant to this Schedule including in relation to:
  - i. screening and recruitment of persons working with children;
  - ii. prevention of inappropriate behaviour with children and encouragement of appropriate and positive engagement with children;
  - iii. reporting of crimes involving children, inappropriate conduct with children, or of situations where children are at risk of harm;
  - iv. collaboration and information sharing with other service providers, the Department and local government authorities in relation to children at risk.

### **1.3. Training and Support**

- 1.3.1. The Service Provider is required, on request from the Department, to provide relevant training and other relevant support to other service providers and their personnel in relation to particular issues that are within the scope of the Service Provider's responsibilities under this schedule and which need to be taken into account when dealing with children and UAMs.

### **1.4. Approach to the Services**

- 1.4.1. The Service Provider will be required to facilitate and encourage Residents to access the Services provided by the Service Provider and the services provided by other service providers at the Site.
- 1.4.2. In performing the Services, the Service Provider will have regard both to the individual needs of Residents and the needs of a family unit, and will aim to improve health and well-being outcomes for each Resident. This will be undertaken in conjunction with other service providers, the Department, local government authorities and Guardians (where relevant).
- 1.4.3. In performing the Services, the Service Provider will, in conjunction with other service providers, the Department, local government authorities and Guardians (where relevant), seek to promote the well-being of Residents and create an environment that supports security and safety at the Site.
- 1.4.4. The Service Provider will use reasonable endeavours to ensure that it and all its Personnel and subcontractors treat Residents equitably and fairly, with dignity and respect.

- 1.4.5. The Service Provider is required to focus on the well-being of each Resident and will facilitate visits from family, friends and support groups, while taking reasonable steps to maintain the safety of all Residents.
- 1.4.6. The Service Provider will encourage interaction between Residents where it considers it to be safe and appropriate.
- 1.4.7. The Service Provider will facilitate activities designed to enhance the ongoing emotional and mental health of each Resident.

## **2. Programs and Activities**

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### **2.1. Education Programme for Children**

- 2.1.1. The Service Provider is required to implement an education programme for Residents who are children which incorporates an Australian based curriculum, with a particular focus on English as an additional language.
- 2.1.2. The Service Provider is required where possible to support integration of Residents who are children into the local school system in Nauru. The Service Provider is not responsible for the availability or quality of education delivered through the local school system, nor for the selection, screening or conduct of staff and other persons involved in the local school system. However, the Service Provider will take reasonable steps to identify and address potential conflicts in curriculum and culture, put strategies in place to ensure that the selected students have resources available to them to be well prepared for the program delivered by the local school system, and provide support to Residents (both parents and children) to resolve issues with participation in the Nauru school system.
- 2.1.3. The Service Provider is required to include UAMs in education programs within the Families compound, including where possible (and subject to approval from relevant Guardians) with the local community in order to facilitate improved relations across groups and improve the mental health and wellbeing of UAMs.
- 2.1.4. The Service Provider is required to ensure adequate educational resources are available to Residents and that resources are controlled and maintained in a manner which maximises the useful life of the resources.
- 2.1.5. The Service Provider is required to update the Education Programme Plan to include Residents who are children within four (4) weeks of the execution date the Contract.

## **3. Individual Management**

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### **3.1. Specialist care for infants**

- 3.1.1. The Service Provider is required to provide specialist care to support the development and wellbeing of infants, including:
  - a) using best endeavours to provide an intensive supported play scheme utilising the facilities and resources that have been made available to the Service Provider.

### **3.2. Additional Infant and Baby Support and Supplies**

- 3.2.1. The Service Provider is required to provide Settlement Baby Care to support each infant, including:

- i. a one-off Baby Care package for each family with a new infant; and
  - ii. 34 bottles of water per week for each family with an infant.
- 3.2.2. The Service Provider is required to provide baby formula and nappies to support each infant (noting that the Department may direct the Service Provider in writing and on a month-to-month basis to cease the delivery of these services), including:
- iii. 2 x SP26 cans of baby formula per week; and
  - iv. 1 x carton of disposable nappies per week.

### **3.3. Specialist care for Unaccompanied Minors**

3.3.1. The Guardian of a UAM has the powers and duties in respect of the upbringing of that child that would ordinarily be held by their parent, including but not limited to powers and duties to make decisions regarding residence, education, health care, medical treatment and other matters of significance for the child's health and wellbeing. The Service Provider should ensure that it liaises regularly with relevant Guardians, but is entitled to assume that Guardians will:

- a) regularly communicate with and provide support to UAMs;
- b) alert the Department or the Service Provider to any concerns that Guardian may have about the UAM for whom they act as guardian; and
- c) alert the Department or the Service Provider to any needs for the UAM that the Guardian has identified.

3.3.2. Subject to clause 3.3.1 of Part 3, the Service Provider is required to provide specialist care and support services to UAMs, as follows, including:

- a) identifying the welfare and educational needs of UAMs and working towards each Individual Management Plan;
- b) subject to the responsibilities of the medical and health service provider, identifying any deterioration in mental health and referring to the appropriate service provider;
- c) motivating and encouraging UAMs to attend education and recreation activities;
- d) providing structured and unstructured activities which provide educational, recreational and personal development opportunities that also enhance the psychological and social wellbeing of UAMs;
- e) supporting UAMs to develop independent living skills; and
- f) providing transition support for UAMs as they approach 18 years of age.

### **3.4. Independent Observer Services**

3.4.1. The Service Provider is required to provide independent observer (Independent Observer) services to UAMs and vulnerable Residents as requested by the Department. The Service Provider must have four (4) persons available each day on Nauru to provide these services.

3.4.2. Independent Observers will attend interviews and meetings as requested by the Department and agreed between the Department and the Service Provider. When attending interviews and meetings, the Independent Observer will be required to provide physical presence, social and emotional care to support the wellbeing of UAMs who are Residents. Where possible the Department will provide the Service Provider 2 days notice of the need for an Independent Observer to attend an interview. Within twenty four (24) hours, the Service Provider will provide the

Department with confirmation as to whether an Independent Observer is available to attend for the required period having regard to any other requests already made for provision of Independent Observer services by the Department. The Service Provider will work with the Department to develop a mutually acceptable schedule having regard to the Independent Observers available each day.

- 3.4.3. If the Service Provider is unable to provide confirmation within twenty four (24) hours, the Service Provider will advise the Department of any difficulties with providing an Independent Observer for the requested period. Independent Observers will monitor communications between the Department and other agencies and UAMs during immigration and other interviews and notify the Department should he or she consider that the UAM has been spoken to, or treated in what he or she perceives to be an unfair inappropriate or unreasonable manner in the circumstances. An Independent Observer will be required for processes such as:
- a) reception;
  - b) entry interviews;
  - c) interviews with the Police;
  - d) interviews directly concerning their immigration status;
  - e) identity and age determination processes;
  - f) discharge; and
  - g) returns and removals processes.
- 3.4.4. Subject to clause 3.4.2 of Part 3, the availability of an Independent Observer within the numbers referred to in clauses 3.4.1 and 3.4.15 of Part 3, Independent observers must accompany children from Resident families to a formal interview in the event that their parents or other Resident family members or Guardian are unavailable and the relevant parents or Guardian has consented to that occurring. The Independent Observer will remain with the child for the duration of the interview.
- 3.4.5. The Independent Observer is not required or expected to:
- a) undertake casework, legal advocacy, or investigative responsibilities; or
  - b) provide any legal or other specialist or professional advice to the Resident; or
  - c) seek consent from the parents, other family members or Guardians of children to attend interviews or meetings (any such consent will be sought by the Department) or communicate with the parent or Guardian regarding observations and attendances by the Independent Observer (any relevant information will be communicated to the parent, family member or Guardian by the Department).
- 3.4.6. The Department may request particular Personnel act as an Independent Observer in specific instances. In such circumstances, the request for particular Personnel will be for the purpose of providing further support for the safety and well-being of the Resident, Service Provider and the Department. UAMs are given the option of refusing the presence of an Independent Observer. The Service Provider must comply with such requests.
- 3.4.7. Independent Observers are required to:
- a) observe the conduct of the interview/examination/assessment and the demeanour and presentation of the UAM; and

- b) draw to the attention of the interviewer any concerns about the emotional and physical state of the UAM during the interview process.
- 3.4.8. The Independent Observer will explain the purpose for each interview to, the UAM.
- 3.4.9. The Independent Observer will use reasonable endeavours to provide a reassuring and friendly presence for the UAM during the interview process.
- 3.4.10. The Independent Observer will be attentive to non-verbal cues of the UAM that indicate a need to take a break during the interview.
- 3.4.11. The Independent Observer will observe for any signs that the UAM may benefit from trauma counselling and promptly relay such information to the Department in accordance with agreed reporting requirements.
- 3.4.12. The Independent Observer will also make arrangements for the UAM to be delivered back to their accommodation at the conclusion of the interview process.
- 3.4.13. Post interview, the Independent Observer will promptly report any concerns regarding the process to the Department in accordance with any applicable reporting requirements.
- 3.4.14. The Service Provider must maintain comprehensive records of all Independent Observer services provided.
- 3.4.15. The Service Provider is required to provide Independent Observers on a ratio of 1:1 (Resident: Independent Observer) but noting the restriction as to the number of Independent Observers available each day as set out in clause 3.4.1 of Part 3 above.
- 3.4.16. An Independent Observer is generally not required during routine processes that are in the UAMs best interests. This includes:
- a) Meetings between the UAM and their Guardian;
  - b) Health related processes (such as medical appointments); and
  - c) Facilitation of phone calls.
- 3.4.17. Consideration must be given to the continued use of an Independent Observer for a UAM who has recently turned 18 years of age. For example, where an Independent Observer has been working with a UAM who turns 18 years of age before the process is complete, consideration must be given to continuing to provide that person access to the Independent Observer, particularly in cases where there may be concerns regarding the UAMs level of maturity or understanding of processes.

## PART 4: RPC GARRISON SERVICES

### 1. Garrison Services

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#### 1.1. General

- 1.1.1. The Service Provider is required to provide a range of garrison services to Residents and Personnel, including:
- a) management and maintenance of assets;
  - b) Cleaning;
  - c) Security;
  - d) Management of emergencies;
  - e) Catering;
  - f) Logistics;
  - g) Personnel accommodation; and
  - h) Transport and escort.
- 1.1.2. The Service Provider is not responsible for project management of capital works at RPCs.
- 1.1.3. The Services are to be delivered by the Service Provider at the RPCs. Any reference to RPC or Site refers to the RPC Site.

### 2. Cleaning services

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#### 2.1. General

- 2.1.1. The Service Provider is responsible for all routine and non-routine cleaning of the RPC Sites to ensure the safety, hygiene and well-being of Residents, and all other people at the Sites.
- 2.1.2. Cleaning includes cleaning of all infrastructure (including temporary arrangements) that forms part of the Sites including areas occupied by the Department, other government agencies and other service providers.
- 2.1.3. The Service Provider is required to conduct all cleaning services in accordance with *Work Health and Safety legislation*.
- 2.1.4. The Service Provider is required to undertake routine and non-routine cleaning at the Sites. Such cleaning must:
- a) meet the detailed requirements as agreed with the Department; and
  - b) be in accordance with Work Health and Safety law requirements, including codes of practice.
- 2.1.5. The Service Provider is required to implement cleaning comment books in appropriate locations throughout the Sites within 14 days of the Execution Date of the Contract, including:
- a) the cleaning schedule for each area;
  - b) a section for 'last cleaned' entry by cleaning Personnel; and
  - c) details to allow for a quick assessment of cleaning effectiveness and conformance to the cleaning schedule.

## **2.2. Cleaning services plan**

- 2.2.1. The Service Provider is required to develop a cleaning services plan which explains how cleaning services will be delivered on site, including schedules for routine cleaning within one week of Transition.

## **2.3. Non-routine cleaning**

- 2.3.1. The Service Provider must ensure there are Personnel available at all times to respond to non-routine cleaning requirements, which may be required after:
- a) accidents;
  - b) equipment malfunction; and
  - c) incidents.
- 2.3.2. Where non-routine cleaning of occupied Resident accommodation is required, the Service Provider is required to gain the consent of the Resident prior to conducting the cleaning.
- 2.3.3. The Service Provider is required to ensure that training is provided to Personnel to ensure that, where an emergency cleaning requirement cannot be met by the available cleaning Personnel, contingency plans are enacted to reduce the potential impact on Residents.

## **2.4. Cleaning accommodation**

- 2.4.1. The Service Provider is responsible for cleaning all accommodation on the Site, including accommodation occupied by Residents and Personnel.
- 2.4.2. In addition, the Service Provider is required to clean accommodation occupied by Residents and Personnel in the following circumstances:
- a) before a Resident or Personnel member, or group of Residents or Personnel, occupies the accommodation; and
  - b) when it is necessary, especially for Residents or Personnel who may not be able to clean their accommodation themselves.

## **2.5. Housekeeping services for Personnel accommodation**

- 2.5.1. The Service Provider is required to provide housekeeping services specifically for Personnel accommodation, including but not limited to:
- a) cleaning of the room;
  - b) replacing linen;
  - c) ensuring adequate linen and consumables are provided and re-stocking where required; and
  - d) emptying of waste bin.
- 2.5.2. The Service Provider is responsible for ensuring that there is an appropriate level of linen and consumables at all times by re-stocking and servicing rooms:
- a) on a weekly basis whilst occupied;
  - b) after staff have vacated the accommodation/room; and
  - c) after an incident or accident.



2.5.3. Linen for each room will include at a minimum:

- a) 2 x pillows and pillow cases per bed;
- b) 2 x sheets per bed;
- c) 2 x towels per bed;
- d) 1 x bath mat per bathroom;
- e) 1 x coverlet per bed; and
- f) 1 x mattress cover per bed.

2.5.4. The Service Provider is required to service the room when the room is vacated by Personnel and prior to the room being occupied, including the changing of used linen and towels.

## **2.6. Laundry Services**

2.6.1. The Service Provider is responsible for the laundering (on a regular basis and as required):

- a) Resident linen; and
- b) Personnel linen.

2.6.2. The Service Provider must ensure Residents and Personnel are aware of:

- a) the frequency of the laundry service;
- b) where to access the laundry service; and
- c) the availability of self-laundering facilities.

2.6.3. Subject to Departmental approval, the Service Provider is required to make arrangements for laundry services at all Accommodation Sites for all linen including the collection, transportation and laundering of linen used at the Accommodation Site.

2.6.4. The Service Provider must ensure Residents and Personnel have access to clean linen.

2.6.5. The Service Provider may from time to time discuss with the Department alternative ways and means of delivering the laundry services. The Service Provider must advise any proposed changes to the Department, and the Department will in its sole discretion determine the changes to the delivery of those services.

2.6.6. The Service Provider is responsible for the procurement of all assets associated with laundry services, as directed by the Department.

2.6.7. The Service Provider must make available practical self-laundering facilities.

## **2.7. Minimise disturbance to Residents and exposure to hazards**

2.7.1. The Service Provider is required to minimise disturbance to Residents, and must not expose Residents or any other person to hazards caused by cleaning activities, including:

- a) coordinating cleaning schedules with the daily routine of Residents;
- b) placing warning signs where cleaning operations may create a hazard; and

- c) preventing Residents from accessing areas that are being cleaned or treated.

## **2.8. Cleaning equipment and chemicals**

- 2.8.1. The Service Provider is required to take all reasonable steps to ensure all equipment and chemicals used by the Service Provider for cleaning are safe, suitable for purpose, environmentally friendly (such as biodegradable) and stored securely when not in use, subject to access to secure storage facilities.
- 2.8.2. The Service Provider is required to ensure cleaning equipment is available to Residents and Personnel to enable them to self-clean their accommodation, if appropriate and subject to availability.

## **2.9. Additional Cleaning**

### *2.9.1. Flycamp and Anuijo*

- 2.9.1.1. The Service Provider must clean the communal kitchens at Flycamp and Anuijo area eight (8) and area nine (9) on at least a weekly basis.
- 2.9.1.2. The Service Provider must clean all communal bathrooms and laundries at both Anuijo and Flycamp on at least a daily basis.

### *2.9.2. Settlement Clinic*

- 2.9.2.1. The Service Provider must clean the Settlement Health Clinic to a Clinical standard on at least a weekly basis.

## **3. Security Services**

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### **3.1. General**

To the extent reasonably possible, having regard to the ability of Residents at Nauru to come and go from any Site freely at any time, the Sites are intended to provide a safe and secure environment for Residents and Personnel; ensuring that each individual's human rights, dignity and well-being are preserved.

- 3.1.1. The Service Provider is required to deliver structured security services at the Sites that are consistent with the goals of the Sites, enable the Service Provider to manage routine events at the Sites and respond promptly and flexibly to any incident.
- 3.1.2. The Service Provider must coordinate its delivery of Services with GoN and other stakeholders and service providers where appropriate for the seamless delivery of services at the Centres, including the health service provider, and any other security service provider.
- 3.1.3. The Department will provide security infrastructure at the Sites, 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 Residents 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. Safety and security plan**

- 3.2.1. The Service Provider is required to draft and comply with an interim safety and security plan.
- 3.2.2. The Service Provider is required to develop a more detailed safety and security plan that will:
- a) be based on AS/NZS ISO 31000:2009 Risk management – Principles and guidelines; and
  - b) include details of:
    - i. how the Service Provider plans to implement the security services contained in this Schedule;
    - ii. how the Service Provider will brief all service providers on safety and security matters; and
    - iii. how the Services will be delivered in accordance with clause 3 of Part 4.

### **3.3. Security Personnel**

- 3.3.1. The Service Provider 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 Residents with dignity and respect; and
  - c) engage with Residents and other stakeholders to detect possible incidents before they occur.
- 3.3.2. The Service Provider 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.
- 3.3.3. 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.
- 3.3.4. The Service Provider is required to implement arrangements for refresher training of relevant Personnel when necessary.
- 3.3.5. The Service Provider is required to:
- a) ensure daily rosters of Personnel for the Sites 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 the Department with rostering arrangements at the commencement of each alternate business week for the coming fortnight.

### **3.4. Safety and security information obligation**

3.4.1. The Service Provider is required to:

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

3.4.2. 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 Resident;
- c) a Resident or group of Residents, acting unusually or out of character;
- d) Incident Reports;
- e) trends in incidents; and
- f) relevant information received from any source.

### **3.5. Site security risk assessment**

3.5.1. The Service Provider must update and provide the Department with a revised Risk Management Plan (RMP) in relation to all Sites within two (2) weeks after the Commencement Date.

3.5.2. The Risk Management Plan must be provided to the Department for review within two (2) weeks after the Commencement Date.

3.5.3. The RMP must:

- a) identify potential material risks to Residents, Refugees, the Service Provider and all Personnel that may reasonably be considered to arise in the course of delivery of the Services, including fraud and business continuity in the event of disruption to Services due to natural and other disasters, loss of property or staff, riots or disturbances, or a health pandemic;
- b) evaluate the degree of risk; and
- c) propose strategies to mitigate the risk.

3.5.4. The Service Provider must review the RMP quarterly and on the occurrence of a Critical Incident and update it where necessary to ensure that it remains current.

- a) The Service Provider must keep the Department informed of its identified risks and must include these in the monthly programme and performance report to the Department.

3.5.5. The Service Provider will develop a detailed security risk assessment which accords with AS 4360 Risk Management Standard. In developing the security risk assessment, the Service Provider is required to take account of:

- a) the number and risk profile of the Residents at the Sites;
- b) the overall security situation (including any information that might be made available by the Department, other government agencies or other sources), including:
  - i. visits;
  - ii. arrivals and departures of Residents;
  - iii. protests and rallies;
  - iv. special events;
  - v. significant dates;
  - vi. availability of and response times for emergency services; and
  - vii. the condition and arrangement of built infrastructure and associated technology, including any temporary arrangements for new construction or facilities maintenance.

3.5.6. The Service Provider must comply with the security risk assessment for all Sites.

3.5.7. The Service Provider is required to review the Site security risk assessment as requested by the Department or following any significant incident. The Service Provider and the Department will agree on timeframes for periodic review of the assessment.

3.5.8. The Service Provider is required to provide the Department with a copy of the current security risk assessment, in the form requested by the Department, within five (5) Business Days of any Department request.

3.5.9. The Service Provider is required to make available to the Department copies of all security audits conducted, at the completion of the audit or report, including any operational responses to issues raised in the findings of these audits.

### **3.6. Risk Management Plan (RMP) – not used**

### **3.7. Communication of safety and security requirements**

3.7.1. The Service Provider must communicate Site safety and security requirements to all people on Site (including Residents, Personnel and visitors). This communication is 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 Service Provider is required to ensure Residents and other people in the Sites are aware of contingency plans for the Site.

### **3.8. Entry control**

3.8.1. The Service Provider is required to facilitate controlled and efficient access to the Site by all persons (including Personnel, visitors, government agency officials and

Residents), 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 Service Provider must ensure that all visitors to the Site are treated with dignity and respect throughout the entry process.

3.8.3. The Service Provider is required to develop entry and egress procedures for all persons requesting access to the Sites.

### **3.9. Identification**

3.9.1. The Service Provider is required to develop and 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 the movement and location of all people on the Site.

### **3.10. Access to controlled areas**

3.10.1. The Service Provider is required to develop and 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 the Department or the Service Provider as controlled areas.

### **3.11. Operations logs**

3.11.1. The Service Provider 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 the Department Operations Team Leader 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 the Department Operations Team Leader upon receiving a written request.

### **3.12. Digital records**

- 3.12.1. The Service Provider is required to digitally record an audio and visual record of all instances where there is any incident where the Service Provider, acting reasonably, knows that the Department or local authorities may require evidence of the actions of Personnel.
- 3.12.2. Where such recordings have been made, the Service Provider must within one hour 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 the Department.

### **3.13. Incidents**

- 3.13.1. The Service Provider is required to:
- a) take all reasonable steps to manage all incidents to ensure the safety and welfare of Residents and other people at the Sites;
  - 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 Residents are present and safe**

- 3.14.1. The Service Provider 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 Residents.
- 3.14.2. The check conducted by the Service Provider must be conducted in a manner that respects the cultural, religious, gender and privacy needs of Residents.
- 3.14.3. Personnel undertaking checks need to be skilled in identifying Residents who may be unwell or not coping, including in circumstances where the Resident may be attempting to hide a problem.
- 3.14.4. The Service Provider must immediately report to the Department Operations Team Leader any concerns about a Resident's safety, well-being and security.

### **3.15. Searches**

- 3.15.1. Subject to clause 3.15.2 of Part 4, the Service Provider is required to only conduct searches within the Site:
- a) with the prior approval of the Department; or
  - b) on request of the Department.
- 3.15.2. If any of Service Provider Personnel have been appointed "authorised officers" by the Nauruan Secretary for Multicultural Affairs (**Secretary**) under the Asylum Seekers (Regional Processing Centre) Act 2012 (Nauru), those authorised officers are permitted to conduct searches within the Site on the Republic of Nauru only in accordance with:

- a) the requirements of the Asylum Seekers (Regional Processing Centre) Act 2012 (Nauru); and
- b) the terms of the relevant instrument of authorisation signed by the Secretary.

### **3.16. Use of Force**

3.16.1. Subject to clause 3.16.2 of Part 4, Service Provider Personnel must only use force within the Site that is reasonable and in the following circumstances:

- a) to prevent a Resident committing an act of self-harm;
- b) to prevent one Resident harming another Resident;
- c) in self-defence or to prevent a Resident harming other Personnel;
- d) to evacuate or move Residents and Personnel at immediate risk of harm; or
- e) the use of force is otherwise necessary for the protection of a person or property from harm due to unavoidable or unforeseen circumstances.

3.16.2. Neither the Service Provider, nor any Service Provider Personnel shall be required to use force against any Resident except to the extent such use of force is consistent with or permitted under the common law of Nauru.

3.16.3. If force is used by Service Provider Personnel in compliance with this clause 3.16 of Part 4 the Service Provider will not be in breach of its obligations under this Contract even if the use of force is in breach of Australian law.

3.16.4. The parties acknowledge and agree that neither the Service Provider nor any Service Provider Personnel is required to or can be compelled to use force whatsoever to suppress a riot or protest in any circumstances.

3.16.5. The parties acknowledge and agree that the scope of works do not include or require the Service Provider or any Service Provider Personnel to use force to suppress a riot or protest.

### **3.17. Visitor escorts**

3.17.1. The Service Provider must ensure that:

- a) visitors to the Sites who are assessed by the Service Provider as requiring a visitor escort are accompanied by Personnel at all times;
- b) visitor escorts are conducted as discreetly as possible, allowing for private conversations between Residents and visitors; and
- c) contractors requiring access are provided with an escort.

### **3.18. Perimeter security**

3.18.1. Having regard to the ability of Residents to come and go from any Site freely at any time, the Service Provider must use reasonable endeavours to 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 the Department.

### **3.19. Contingency plans and procedures**

3.19.1. The Service Provider is required to:



- a) develop and implement an interim contingency plan for the Site within 7 days of execution of the Contract for approval by the Department, that details the control arrangements, communications, and other processes and procedures required for the Service Provider to use reasonable endeavours to maintain the safety and security of Residents and other people who may be in the Site at the time having regard to the ability of Residents to come and go from any Site freely at any time;
- b) develop a more detailed contingency plan addressing a range of plausible contingencies and maintained in accordance with ASNZS 3745 and include:
  - i. procedures for notifying the Department and other service providers that the contingency plan is in effect;
  - ii. coordination procedures with the Department and other service providers and other authorities;
  - iii. processes for communicating emergency procedures to Residents, 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 Service Provider is required, in conjunction with other service providers, to:

- a) implement a schedule (subject to Department review) of monthly (or fortnightly, if otherwise required by the Department) 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, provide a written report to the Department on the outcomes from the exercise, including any proposals for continuous improvement.

## **4. Management of emergencies**

### **4.1. General**

4.1.1. The Service Provider 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 Nauruan and Australian laws) and Australian Standards for the control and management of emergencies.

4.1.2. The Service Provider must, within 7 days of execution of the Contract, develop and implement an interim emergency management plan to be provided to the Department for review (noting the Department reserves the right to request feedback be incorporated) (including the Service Provider's procedures for managing and responding to all emergencies) for the Site, to ensure the safety and security at the Site of all Residents, Personnel and visitors. A more detailed plan is

to be developed, submitted and Departmental feedback incorporated when requested within six (6) weeks of the Contract Commencement Date.

- 4.1.3. The Service Provider must comply with the interim emergency management plan until the more detailed emergency management plan has been developed and approved by the Department.

#### **4.2. Compliance with Australian Standards**

- 4.2.1. The Service Provider 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.

#### **4.3. Emergency Control Organisation**

- 4.3.1. The Service Provider is required to develop and implement, in conjunction with the Department Operations Team Leader and other service providers, an Emergency Control Organisation at the RPC, 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.

- 4.3.2. The Emergency Control Organisation will be required to meet quarterly and after any emergency.

#### **4.4. Emergency exercises**

- 4.4.1. The Service Provider must in conjunction with other service providers:

- a) conduct all emergency exercises required by law or as directed by the Department Operations Team Leader at the Sites; and
- b) maintain records of all emergency exercises conducted.

#### **4.5. Access to the Site**

- 4.5.1. The Service Provider must develop entry and egress procedures for all persons requesting access to the Sites, which includes Personnel and visitors. These procedures must be developed in collaboration with the Operational Manager under the *Asylum Seekers (Regional Processing Centre) Act 2012* (Nauru) and must otherwise be consistent with that Act.

- 4.5.2. The Service Provider 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.

- 4.5.3. Subject to their compliance with any applicable security requirements, the Service Provider is required to facilitate access to the Site by representatives of those

government agencies who have entered into a Memorandum of Understanding with the Department, in order to enable them to provide the Services referred to therein.

- 4.5.4. The Service Provider must not knowingly provide access to the Site for media visits and external agencies except with the approval of the Department and in accordance with the procedures and conditions specified by the Department.

## **5. Catering at the Site**

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### **5.1. Nutritional and Food Safety**

5.1.1. The Service Provider is required to:

- a) ensure Residents and all Personnel requiring catering are provided with access to food and beverages that are sufficient in quantity, offer variety and are nutritious and culturally appropriate;
- b) ensure compliance with all applicable health and food safety regulations; and
- c) accommodate catering for dietary requirements, where possible and as requested, such as allergies, gluten intolerance, vegetarian and vegan.

### **5.2. Quantity of food and beverages**

5.2.1. The Service Provider must provide food and beverages in quantities that are at least 10% more at lunch times and 10% more at dinner times than the quantities identified in the Dietary Guidelines for Australian Adults published by the National Health and Medical Research Council.

### **5.3. Halal arrangements**

5.3.1. The Service Provider is required to ensure that food prepared for Residents of Islamic faith is halal, including:

- a) sourcing produce certified as halal by a recognised halal food certification organisation; and
- b) preventing any cross-contamination between halal food, preparation and serving areas and any other food, preparation and serving areas.

### **5.4. Self-service snacks**

5.4.1. The Service Provider must provide self-service snacks and refreshments that are available at all times.

5.4.2. Self-service snacks must be supplied to all messes and staff locations (including Menen Hotel, Beach house) and brew points must be available at RPC 1 (4 brew points), RPC 2 (2 brew points), RPC 3 (3 brew points).

### **5.5. Transport of food and beverages**

5.5.1. The Service Provider is required to :

- a) comply with all applicable laws and food safety standards in Australia and New Zealand applying to the transport of food and beverages at all times to the extent reasonably possible, considering the logistic supply routes; and
- b) clean and maintain hot boxes and eskies used to transport food and beverages.

## **5.6. Cleaning of food preparation and service areas**

- 5.6.1. The Service Provider must keep all food transportation, storage preparation, service, dining and waste storage areas (including designated self-catering and barbeque areas) and associated equipment clean and hygienic in accordance with:
- a) food safety standards in Australia and New Zealand;
  - b) food safety standards applicable in Nauru; and
  - c) any applicable manufacturer's or supplier's specifications for cleaning and catering equipment.
- 5.6.2. The Service Provider must ensure that sufficient Personnel are employed on each shift to allow for efficient cleaning of all food transportation, storage, preparation, service, dining and waste storage areas and equipment.
- 5.6.3. The Service Provider is required to organise periodic inspections of all catering facilities to ensure relevant standards are maintained.

## **5.7. Catering**

- 5.7.1. Personnel responsible for managing catering at the Site will be required to:
- a) hold at least a Certificate III in Hospitality (Kitchen Operations) or equivalent; and
  - b) have acquired at least three years' experience in managing a commercial kitchen.
- 5.7.2. All other catering Personnel engaged by the Service Provider for the preparation of food and beverages will be required to hold at least a Certificate II in Hospitality (Kitchen Operations) or equivalent.
- 5.7.3. All staff engaged by the Service Provider for the serving of food and beverages will be required to hold at least a Certificate II in Hospitality or have relevant work experience and be supervised by a person holding a Certificate II in Hospitality, other than Residents who volunteer to assist.
- 5.7.4. The Department may direct the Service Provider to provide additional catering for other activities and events not covered by this Schedule 1 – Statement of Work as an 'Additional Service Request' issued in accordance with Schedule 2 – Fees and Payments.

## **5.8. Display of signage**

- 5.8.1. The Service provider is required to develop and implement within 21 days of the Commencement Date a document that contains instructions for the cleaning and maintenance of hygiene and safety in food preparation and designated self-catering areas in accordance with any departmental instructions. Once developed, the document will be required to be displayed prominently.

## **5.9. Dining room**

- 5.9.1. The Service Provider is required to:
- a) provide lunch and dinner in designated dining rooms (where a dining room exists in the Site);
  - b) provide breakfast and snacks in designated common areas;

- c) open the dining area for lunch between 1230 and 1400 and dinner between 1830 and 2000 except where agreed with the Department; and
- d) open the dining area to serve meals to Residents of the Islamic faith before dawn and after sunset during Ramadan.

**5.10. Late Arrivals**

5.10.1. The Service Provider is required to provide a meal and beverage within one hour to Residents who arrive at a Site between 1830 and 0600 and are required to be inducted.

**5.11. School Lunches**

5.11.1. The Service Provider must provide school lunches to school-aged children, incorporating the following:

- a) A wrap (e.g. Falafel and hommos) (note: x 2 for High School Children);
- b) Piece of Fruit x 2;
- c) Snacks (e.g. dried fruit, snack bar or vegetable stick);
- d) A Juice Popper; and
- e) 600ml Bottle Water x 3.

**6. Logistics**

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**6.1. General**

6.1.1. The Service Provider is required to work cooperatively with the Department, local authorities and other service providers to ensure that logistics are completed in a timely manner.

6.1.2. The Service Provider is required to develop a logistics plan that sets out in more detail the logistics arrangements that will apply at the Site. This plan should include the procurement of consumables required on a regular basis and appropriate storage and inventory management. All procurement for such items must comply with Commonwealth Procurement Rules and other guidelines issued by the Department. Once approved, the service provider will be required to comply with and implement the plan.

**7. Personnel accommodation**

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**7.1. General**

7.1.1. The Service Provider is required to provide the Services set out in this Schedule at Personnel accommodation sites (Accommodation Site):

<b>Personnel Accommodation Sites</b>
RPC 1
Anibare Staff Accommodation Village

Released by Department of Home Affairs under the Freedom of Information Act 1982

7.1.2. The Department will provide the Service Provider with two weeks' notice prior to the requirement of Services at a new Accommodation Site. The Service Provider is required to provide Services in the timeframe specified by the Department.

7.1.3. The Department may vary existing capacity or add an Accommodation Site to the Contract at any time by providing two weeks' notice in writing.

## **7.2. Reception**

7.2.1. The Service Provider is required to provide all administration and reception services associated with the Accommodation Sites.

7.2.2. The Service Provider is required to develop and implement a booking system to:

- (a) identify all Personnel seeking access to the Accommodation Site;
- (b) confirm and advise whether staff are able to be accommodated on the dates requested;
- (c) fulfil record keeping requirements;
- (d) manage the check-in and out process; and
- (e) avoid duplication of bookings.

## **8. Transport and Escort**

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### **8.1. General**

8.1.1. The Service Provider is required to:

- (a) supply transport and escort services for the RPC;
- (b) transport and escort Residents and their property in accordance with the Department's requests, where the transport is voluntary or due to medical evacuation;
- (c) transport Residents for the purposes of programmes and activities and local appointments;
- (d) supply transport via a shuttle bus service for Residents 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 Service Provider is required to:

- (a) deliver transport and escort services in a manner that takes into account 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 Resident voluntary return, ensure the Resident 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. The Service Provider is required to utilise the Department's fleet and:

- (a) provide vehicles in types and quantities of vehicles suitable for transporting Residents 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 5: SETTLEMENT WELFARE SERVICES**

### **1. Settlement Services**

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#### **1.1 Overview**

- 1.1.1. This Part 5 only applies to Refugees in Nauru, and local Nauruan people accessing the Settlement Support Services as described in this Part for the purposes of the Contract. For the avoidance of any doubt a reference to a Refugee in this Contract is a person that has been granted official refugee status in Nauru by the local authorities (as authorised by the country's law) and where the context permits, also includes a person who has been granted similar status under the law of Papua New Guinea.
- 1.1.2. The Settlement Support Services specified in this Part 5 commence upon the party's execution of the Contract.
- 1.1.3. The Settlement Support Services are support services to assist Refugees in achieving independence and self-sufficiency and to continue the integration of Refugees into the local community, including:
- a) Refugee Engagement (refer clause 2 of Part 5);
  - b) Reception, Induction, Orientation and Departures (refer clause 3 of Part 5);
  - c) Accommodation Management (refer clause 4 of Part 5); and
  - d) Community Engagement and Capacity Building (refer clause 5 of Part 5).
- 1.1.4. As a general principle, Settlement Support Services should be commensurate with local living standards and must promote Refugee self-sufficiency and participation in the Nauruan community with the aim of Refugees living independently (refer clause 1.2 (Objectives) of Part 5).
- 1.1.5. It is expected that Refugees will require different levels of support and the Service Provider must tailor the Settlement Support Services where possible to Refugee requirements and provide Settlement Support Services on a needs basis, recognising that not all Refugees will require the Settlement Support Services.

#### **1.2 Objectives**

- 1.2.1. The core objective of the Settlement Support Services is for Refugees to be self-sufficient and to live independently. The Department expects that Refugees should achieve this and exit the Settlement Support Services within six (6) -12 months after completing the Refugee Status Determination (RSD) process and being determined a Refugee or as soon as reasonably possible.
- 1.2.2. The following are key outcomes for Refugees to live independently:
- a) Refugees with ongoing service requirements have links to those services available in the community and the skills and knowledge to access services independently;



- b) Refugee children (of required school age) are enrolled and attending an education facility; and
  - c) Refugees are employed and/or self-sufficient without income support.
- 1.2.3. Subject to the Contract terms and conditions, the Service Provider must provide Refugees with the Settlement Support Services until:
- a) the Department determines that a Refugee achieves the key outcomes (refer clause 1.2.2 (Objectives) of Part 5);
  - b) the Department agrees to the Settlement Support Services ending for the Refugee/s; or
  - c) the Refugee/s choose to no longer receive Settlement Support Services.
- 1.2.4. Where the Government of Nauru (GoN) and the Department requires or approves the Service Provider to re-commence the provision of Settlement Support Services to one (1) or more Refugees the Service Provider, on instruction from the Department, must continue to make the Settlement Support Services available to those Refugees within five (5) days after being notified in writing.
- 1.2.5. The Service Provider must deliver the Settlement Support Services in a manner which works towards these objectives for each Refugee and ensure that the Settlement Support Services:
- a) are tailored to each Refugee, to the extent the Settlement Support Services allow;
  - b) strengthen Refugees' ability to fully participate in the economic and social life of Nauru;
  - c) promote and encourage self-sufficiency, social inclusion, cohesion and participation in Nauruan society; and
  - d) are delivered in collaboration with local communities so far as reasonably possible to deliver tangible benefits to the local community.

## **2. Refugee Engagement**

### **2.1 Interaction with Refugees**

- 2.1.1. The Service Provider must ensure that its Personnel treat Refugees equitably, fairly and with dignity and respect in the provision of the Settlement Support Services.
- 2.1.2. The Service Provider must:
- a) promote a culture in which Service Provider Personnel interact with Refugees, who are receiving the Settlement Support Services;
  - b) ensure Service Provider Personnel take all reasonable steps to develop trust and effective communication channels in the course of undertaking their duties;

- c) ensure all interaction between Service Provider Personnel and Refugees is conducted in a culturally appropriate and professional manner;
  - d) ensure interactions with Refugees promote self-agency and independence where Refugees take responsibility for decisions that affect them; and
  - e) respect the privacy of Refugees in the delivery of Settlement Support Services.
- 2.1.3. The Service Provider must ensure that Service Provider Personnel when performing the Settlement Support Services:
- a) clearly identify themselves when communicating with Refugees, other service providers and stakeholders;
  - b) proactively assist Refugees in managing issues as they arise and before they escalate and impact on the Refugee's wellbeing or that of other people;
  - c) deliver Settlement Support Services flexibly through a tailored approach which prioritises need;
  - d) comply with Settlement Incident Reporting requirements (refer clause 2.9 (Incident and information reporting) of Part 5) as it relates to the provision of Settlement Support Services; and
  - e) are aware of the Department's policies regarding Refugee settlement and that all communications with Refugees are consistent with these policies, subject to the Department providing the relevant policies to the Service Provider.

## **2.2 Interaction and Engagement Strategy**

- 2.2.1. The Service Provider must develop a Department approved strategy and procedures for Refugee Engagement Services (Interaction and Engagement Strategy and Procedures) in respect of the provision of Settlement Support Services and implement within two (2) weeks after the Commencement Date.
- 2.2.2. The Interaction and Engagement Strategy and Procedures must:
- a) detail how the Service Provider will meet the requirements for Refugee Engagement Services;
  - b) promote positive and culturally sensitive interaction between Personnel and Refugees to foster a healthy environment;
  - c) set out the standards and qualities the Service Provider expects of its Personnel when they interact with Refugees, other service providers and stakeholders;
  - d) set out Service Provider Personnel requirements and processes in relation to child safety including compliance with Nauruan law and Settlement Incident Reporting requirements (refer clause 2.9 (Incident and information reporting) of Part 5);

- e) detail how the Service Provider intends for its Personnel to promote Refugee self-agency and independence; and
- f) detail how the Service Provider will coordinate with other service providers, such as HOST, and the GoN Settlement Team.

## **2.3 Translation and interpreter Services**

- 2.3.1. The Department is responsible for the provision of interpreters required for the delivery of Settlement Support Services, which includes scheduling and coordinating the use of interpreters for:
  - a) formal verbal communication with Refugees; and
  - b) the translation of written material (up to 100 words in length).
- 2.3.2. The Department will provide the Service Provider with procedures for engaging and working with interpreters and the Service Provider must ensure that its Personnel receive guidance in effectively working with interpreters.
- 2.3.3. The Service Provider is responsible for facilitating the translation of Service Provider written material as necessary for the delivery of the Settlement Support Services as described in this Schedule 1. The Service Provider must ensure that the translator is accredited by the National Accreditation Authority for Translators and Interpreters (NAATI).
- 2.3.4. Where a Refugee is assessed by the Service Provider or the Department as not being able to competently communicate in English or a Refugee requests an interpreter, the Service Provider must coordinate the use of an interpreter for all formal communication with the Refugee for the delivery of the Settlement Support Services.
- 2.3.5. The Service Provider must only engage another Refugee or non-qualified interpreter to interpret on behalf of the Service Provider in emergency situations or instances where informal or social communication is intended and with agreement of the Refugee requiring an interpreter.

## **2.4 Provision of Services to Refugees under 18**

- 2.4.1. The Service Provider, in addition to the Settlement Support Services outlined elsewhere in this Part 5, must:
  - a) take all reasonable steps to ensure that the best interests of any child/children are taken into account when performing or delivering Settlement Support Services involving children;
  - b) ensure that any Service Provider Personnel who interact with children in the delivery of Settlement Support Services adhere to all Service Provider procedures in relation to child safety (refer clause 2.2 (Interaction and Engagement Strategy) of this Part 5); and
  - c) ensure that Service Provider Personnel have obtained all necessary checks and clearances that are available, before interacting with children as described in clause 5.4.2 of the Contract.

## **2.5 Referral where Refugee age and identity is in doubt**

- 2.5.1. The Service Provider must immediately refer any doubts or concerns regarding a Refugee's age and/or identity to the Department who will in turn refer to the GoN.

## **2.6 Health of Refugees**

- 2.6.1. The Service Provider must provide Refugees with information on the locally available health services comprising contact details for the health service provider, the local hospital and the local health system and details as to how these services may be accessed by them.
- 2.6.2. In the provision of delivering the Settlement Support Services if the Service Provider observes a Refugee believed to be in need of urgent medical assistance, then the Service Provider will contact the emergency services. Noting that the Service Provider will be doing so on the basis that the Service Provider Personnel are not qualified medical professionals to do so.

## **2.7 Programmes and activities**

- 2.7.1. The Service Provider must provide programmes and activities for Refugees.
- 2.7.2. Programmes and activities delivered by the Service Provider must be tailored to the needs of Refugees and must include programmes and activities to support (where appropriate):
- a) fitness;
  - b) cultural and religious needs;
  - c) orientation (refer clause 3.4 (Orientation) of this Part 5);
  - d) the development of life skills suitable for life in Nauru and in other potential resettlement countries;
  - e) the development of skills for families with infants for infant wellbeing, maternal wellbeing and early parenting, including regular "mums and bubs groups";
  - f) families with children under five (5) years of age, through the use of the Play-Based Learning Programme and play-based learning activities (refer clause 2.17 (Play-based learning) of this Part 5);
  - g) families with school aged children, which may include use of the after school and school holiday programmes (refer clause 2.18 (After school and school holiday programmes) of this Part 5);
  - h) single adults; and
  - i) youth.
- 2.7.3. Programmes and activities may include scheduled and unscheduled activities as well as scheduled excursions and provision of transport for Refugees from an agreed meeting point for the excursion.

## **2.8 Programmes and activities plan, schedules and reporting**

- 2.8.1. The Service Provider must develop and implement by the Commencement Date a Programmes and Activities Plan that sets out in more detail the programmes and

activities that meet the requirements of this Part 5 and the processes that will be used to monitor compliance with these requirements.

- 2.8.2. The Service Provider must review and where required update the Programmes and Activities Plan on a quarterly basis.
- 2.8.3. The Service Provider must develop and implement a monthly Programmes and Activities Schedule for Refugees. The Programmes and Activities Schedule must be developed and submitted to the Department and the GoN one (1) month in advance of being implemented, and approved by the Department (such approval not to be unreasonably withheld) within seven (7) days after receipt.
- 2.8.4. The Service Provider must provide to the Department a monthly summary report of scheduled Programmes and Activities, attendance rates and any other data as requested by the Department. The summary report will include the following:
  - a) total weekly attendance per venue;
  - b) total daily attendance per venue;
  - c) total attendance per activity (day and week);
  - d) total attendance per week per age group;
  - e) total attendance per week per Refugees and local Nauruan people;  
and
  - f) total attendance per week per gender.

## 2.9 Incident and information reporting

- 2.9.1. Through the provision of Settlement Support Services to a Refugee, the Service Provider must report all incidents involving that Refugee which the Service Provider witnesses in accordance with Settlement Incident Reporting requirements as specified by the Department.
- 2.9.2. Incidents will be categorised as 'Minor', 'Major' or 'Critical'. The Service Provider must report incidents in accordance with the following timeframes:
  - a) **Minor** – written incident report to the Department within 24 hours;
  - b) **Major** – verbal report no later than 60 minutes after learning of the incident, and written reports to be provided to the Department within six (6) hours; and
  - c) **Critical** – verbal report no later than 30 minutes after learning of the incident, and written reports to be provided to the Department within three (3) hours.
- 2.9.3. The Service Provider must use the template provided by the Department for preparing written incident reports.
- 2.9.4. Where a Critical Incident or a suspected Critical Incident, as defined in the Incident Reporting Guidelines, is made known to Service Provider Personnel through the provision of Settlement Support Services, the information will be reported by the Service Provider to the Department through Information Reports (as defined in the Incident Reporting Guidelines).

## 2.10 Refugee records

- 2.10.1. The Service Provider is responsible for the creation and management of Refugee records (Refugee Records) relating to the provision of Settlement Support Services and must create and maintain accurate, comprehensive and current Refugee Records which sufficiently capture the Settlement Support Services provided to each Refugee (including minimum categories of information as specified in clause 2.10.3 of this Part 5).
- 2.10.2. The Service Provider must use its existing records management system (refer to clause 2.5 of Part 2 (RPC Resident Welfare Services) for the management of Refugee Records (Records Management System) and ensure that its Personnel are provided with training in the use of the Records Management System, as required.
- 2.10.3. The Service Provider must ensure that the following minimum categories of information for each Refugee are obtained, recorded and kept up to date in the Records Management System:
- a) Refugees' Income Support Compliance Forms and details of income support payments (refer to clause 2.11 (Income support) of this Part 5); and
  - b) an electronic photograph of each Refugee (including children where the Service Provider has such a photograph). Where the Service Provider, does not already have such a photo, the Service Provider must receive written agreement from the Refugee (or relevant parent or legal guardian) to take a new electronic photograph if it is required for the Records Management System and where that agreement is provided take that photo.
- 2.10.4. Subject to clause 17.4 (Privacy) of the Contract and clause 2.10.3.b) above and clause 2.10.10 of this Part 5, the Service Provider must maintain electronic photographs of all Refugees (including children) in the Records Management System so that they can be utilised by the Service Provider in the event of emergency (such as where necessary to lessen or prevent a serious threat to the life, health or safety of any individual, or to public health or safety).
- 2.10.5. From time to time, other service providers may contribute information for inclusion in a Refugee's Record if it is relevant to the provision of the Settlement Support Services. The Service Provider is not responsible for the accuracy of any information provided by other service providers.
- 2.10.6. The Service Provider must share information included in Refugee Records (including Personal Information of the Refugee) relating to a particular Refugee with other service providers engaged by the Department where it is directed in writing by the Department and such information relates to the services provided to that Refugee by the other service providers.
- 2.10.7. The Service Provider must add any new or updated information, to the Refugee Record within three (3) calendar days after receiving information that it considers relevant and appropriate for inclusion, or on receipt of a request from the

Department to add specific information or as otherwise agreed by the Department or defined elsewhere in Schedule 1.

- 2.10.8. Upon request from the Department, the Service Provider must provide to the Department reports and other information from the Records Management System (as detailed above), within 24 hours after any reasonable request.
- 2.10.9. The Service Provider acknowledges that Refugee Records are Contract Material (to the extent that the information is created for the purposes of the Contract) and remain accessible by the Department at all times, at the request of the Department.
- 2.10.10. For the avoidance of doubt:
  - a) when the Service Provider collects, uses, discloses or handles Personal Information of a Refugee in order to discharge its obligations under the Contract, the act or practice is thereby authorised by the Contract and will not constitute a breach by the Service Provider of the Australian Privacy Principles (notwithstanding that such act or practice, including any 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 Service Provider may withhold access to Personal Information if requested by a Refugee where giving access to that information:
    - i. would reveal evaluative information generated within the entity in connection with a commercially sensitive decision-making process.

## **2.11 Income support**

- 2.11.1. The Service Provider is responsible for facilitating the process for Refugees to complete the Income Support Compliance Form (ISCF). The ISCF is a Department prepared form in accordance with the Department's Support and Assessment Guidelines. The Service Provider will conduct this from the Beach House and are not required to seek out Refugees for compliance.
- 2.11.2. By the Commencement Date the Department will provide the Service Provider with the ISCF and Support and Assessment Guidelines for income support payments.
- 2.11.3. The Service Provider must develop and implement procedures for Income Support Services under this clause 2.11 and consult with the Department to ensure that it meets Department requirements.
- 2.11.4. The Service Provider must submit any records relating to this clause 2.11 to the Department as requested by the Department and in an agreed format to account for the payment of income support payments to Refugees. This includes:
  - a) completed ISCFs; and
  - b) details of weekly income support payments.

- 2.11.5. Where a Refugee has an accessible and local bank account the Service Provider must ensure that all income support payments are paid into the Refugees' bank account.
- 2.11.6. Where Refugees are unable to establish an accessible and local bank account for the payment and use of income support payments the Service Provider must make cash payments to those Refugees.
- 2.11.7. The Service Provider is responsible for providing information to Refugees in relation to the household budgeting and safety when handling cash (refer to clause 3.4 (Orientation) of this Part 5).
- 2.11.8. The Service Provider must provide the local banking provider with a forward estimate of the level of cash that will be required by it in order to provide the income support payments into the Refugees' bank account on a periodic basis as agreed with the banking provider.

## **2.12 Hubs where the Service Provider provides Settlement Support Services**

- 2.12.1. The Service Provider must manage and operate hubs where the Service Provider provides Settlement Support Services (Hubs) from its office or at other accessible and suitable locations as agreed between the Service Provider and the Department.
- 2.12.2. The purpose of the Hubs is to act as access points for Refugees and local community members to share information on community activities, programmes, events and to more broadly assist the delivery of Settlement Support Services.
- 2.12.3. The Hubs may be used for:
  - a) the delivery of information on local available services, community groups and structures and support for accessing those services and groups;
  - b) a coordination point for community engagement and capacity building programmes and activities (refer to clause 5 of this Part 5)(Community Engagement and Capacity Building)); and
  - c) access for other Services provided by the Service Provider as described in this Schedule 1 including assistance with accommodation matters (from the Beach House) in accordance with clause 4 of this Part 5 (Accommodation Management).
- 2.12.4. The Service Provider must maintain a display area at the Hubs where Refugees and community members can access current information on services, activities, programmes and events. The material may include:
  - a) schedules for activities or programmes;
  - b) times for accessing services;
  - c) information on how to make a request/ complaint relating to Settlement Support Services;
  - d) other material as determined by the Service Provider, GoN, the Department and other service providers.



2.12.5. The Department will provide the Service Provider with access to the following facilities (or any other suitable agreed facilities) at no cost for the purposes of providing the Settlement Support Services under the Contract:

- a) the Menen Hotel; and
- b) the Beach House.

### **2.13 Linking to community groups and local services**

2.13.1. The Service Provider is responsible for assisting Refugees to develop support structures in the local community including a Refugees initial link with community groups and access to locally available services.

2.13.2. The Service Provider must engage with relevant established community groups and local services to support Refugees settlement and the delivery of Settlement Support Services.

2.13.3. Through the provision of Settlement Support Services the Service Provider must introduce Refugees to appropriate community groups which may include:

- a) other settled Refugees;
- b) religious groups and places of worship;
- c) sporting and school groups;
- d) social groups; and
- e) other interest groups.

2.13.4. The Service Provider must provide information to Refugees on the services available to them in the community and assist Refugees to access services (where required).

### **2.14 Families with children**

2.14.1. Where the Service Provider provides Settlement Support Services to Refugee families with children (including families with infants) the Service Provider must tailor the Settlement Support Services to best support the wellbeing of the family group.

2.14.2. The Service Provider must develop and implement (where required) programmes and activities to support the wellbeing for families with children (refer to clause 2.7 (Programmes and activities) of this Part 5).

2.14.3. Through the delivery of Settlement Support Services the Service Provider must encourage and support Refugee parents to understand and exercise parental responsibility.

### **2.15 Additional care and support for Refugee Minors**

2.15.1. For the purpose of this clause 2.15 of this Part 5, a Refugee Minor (RM) is a Refugee under the age of 18 years who, pursuant to the determination of the relevant GoN child protection authority that is authorised under Nauruan law, requires supervision, care and support (not long term) by a person that is not the RM's family located on Nauru.

- 2.15.2. The Service Provider will only provide support as described at clause 2.15.3 of this Part 5 to individuals who are actively receiving case management services by a Case Management Service Provider.
- 2.15.3. Subject to the Service Provider receiving a written request from the Department, the Service Provider must nominate Personnel to provide auxiliary or supporting services to the person or organisation that is providing case management services for the RM including transport and escort of the RM to residences or venues as specified by the relevant person or organisation.

## **2.16 School enrolment**

- 2.16.1. The Service Provider must encourage, and assist parents in enrolling Refugee school age children in primary or secondary school as soon as possible but no later than two (2) weeks after a Refugee's RSD (subject to school holidays) or when they become of the eligible age to attend school.
- 2.16.2. The Service Provider must collaborate with stakeholders to support the integration of Refugee children into the local school system.
- 2.16.3. The local school system contains the following elements:
- a) pre-school for children aged between four (4) and seven (7);
  - b) primary school for children aged between seven (7) and twelve (12);  
and
  - c) high school for children aged between twelve (12) and eighteen (18).

## **2.17 Play-based learning**

- 2.17.1. The Service Provider must develop and implement a Play-based Learning Programme for children on Nauru who are under the age of five (5) and whom are not required to attend school. The Play-based Learning Programme must include:
- a) structured opportunities for Refugee parents and their children to participate in programmes and activities designed to assist the child's development and wellbeing, including (without limitation) 'mums and bubs group', playgroup and pre-school;
  - b) unstructured opportunities for Refugee parents to engage and interact with their children in a manner which supports the child's development and wellbeing; and
  - c) support for Refugee parents to understand and exercise parental responsibility.
- 2.17.2. The Service Provider must also link families with children under five (5) to local community groups for young children (such as Nauruan play groups) and encourage their participation.

## **2.18 After school and school holiday programmes**

- 2.18.1. The Service Provider is responsible for the delivery of after school and school holiday programmes and must provide this service for Refugee children, and Resident and local Nauruan children (where they would like to participate).

- 2.18.2. The purpose of these programmes is to provide (without limitation):
- a) educational and recreational activities which complement the children's formal school education;
  - b) support to Refugee parents and children to resolve any concerns regarding school and to assist with meeting goals in their Education Plan (refer to clause 2.19 (School education and training support) of this Part 5);
  - c) support and encouragement for school attendance; and
  - d) the development of life skills.

2.18.3. The Service Provider's after school and school holiday programmes must be age appropriate and tailored to the needs of Refugee children.

## **2.19 School education and training support**

- 2.19.1. The Service Provider is responsible for providing Refugee adults and children support in their attendance and engagement in education and training.
- 2.19.2. The Service Provider must develop and implement for each Refugee an Education and Training Plan within two (2) weeks after a Refugee RSD.
- 2.19.3. The Service Provider must maintain each Refugee's Education and Training Plan and track the steps taken towards achieving each Refugee's education and training goals.
- 2.19.4. Education and Training Plans must include:
- a) a skills assessment of education and training and levels attained;
  - b) achievable goals for education and training;
  - c) strategies and any support requirements for commencing and achieving education and training goals; and
  - d) other factors considered relevant by the Service Provider.
- 2.19.5. Where required, the Service Provider must assist Refugees with:
- a) meeting any requirements to commence their education/ training;
  - b) the completion of homework and assignments;
  - c) study skills and preparation for tests or exams;
  - d) English language skills (refer to clause 2.20 (English language training) of this Part 5); and
  - e) the management of any conflict and challenges they may experience and provide the tools and strategies necessary to manage these situations in culturally appropriate ways.
- 2.19.6. The Service Provider may from time to time on an ad-hoc basis be required to provide English as a Second Language (ESL) and other support in local schools for students and teaching staff. Where approved by the Department the Service

Provider must provide this support in accordance with Department directions (refer to an Activity Fee for this).

- 2.19.7. Any support provided by the Service Provider to local schools should be provided with the objective of benefitting the school population as a whole and not limited to the Refugee children alone.

## **2.20 English language training**

- 2.20.1. The Service Provider must deliver English language training to adult Refugees where there is a need.
- 2.20.2. English language training must be delivered in accordance with adult learning principles.

## **2.21 Level of Servicing**

- 2.21.1. The Department will direct the Service Provider, in writing, to either:
- a) deliver services in accordance with Level 1 Servicing Requirements (refer to this clause 2.21.2); or
  - b) deliver services in accordance with Level 2 Servicing Requirements (refer clause 2.21.3).
- 2.21.2. Under Level 1 Servicing Requirements, the Service Provider must deliver all Services in accordance with this Schedule 1.
- 2.21.3. Under Level 2 Servicing Requirements, the Service Provider must deliver all Services in accordance with this Schedule 1 except it will not be required to:
- a) deliver English language training to adult Refugees (refer clause 2.20); and
  - b) develop Education and Training plans for adult Refugees (refer clause 2.19)
  - c) deliver programmes and activities to support:
    - i. fitness;
    - ii. cultural and religious needs;
    - iii. the development of life skills suitable for life in Nauru and in other potential resettlement countries); and
    - iv. single adults.
- 2.21.4. If the Level of Servicing is amended in accordance with clause 2.21.1, the Programmes and Activities Plan (refer clause 2.8.1) must be updated by the Service Provider to reflect the new Level of Servicing. This updated Programmes and Activities Plan must be provided to the Department within one (1) week after the Service Provider commencing the delivery of the Services at the Level of Servicing.
- 2.21.5. If the Department directs the Service Provider to amend the Level of Servicing in accordance with clause 2.21.1, the Service Provider must commence the delivery of

the new Level of Servicing two (2) months (subject to clause 2.21.6) after receiving the direction from the Department.

- 2.21.6. If the Department directs the Service Provider to amend the Level of Servicing in accordance with clause 2.21.1, the Department will develop and implement a communications plan and strategy for notifying stakeholders of the amendment. For the avoidance of doubt the stakeholders include the GoN, other service providers (including the health and case management service providers), Refugees and Residents. At a minimum the GoN must be notified at least two (2) months prior to the Level of Servicing taking effect. The direction from the Department under clause 2.21.1 is to include confirmation that the Department has advised the GoN of the Level of Servicing change and the impact of the reduced services to local Nauruans and Refugees.
- 2.21.7. At the execution of the Contract, the Service Provider is required to deliver the services in accordance with Level 1 Servicing Requirements.
- 2.21.8. For the avoidance of doubt, Nauru Settlement Support Services Fees of Schedule 2 (Fees and Payments) specifies the Settlement Support Service Fee payable for Level 1 Servicing Requirements and Level 2 Servicing Requirements.

### **3. Reception, Induction, Orientation and Departures**

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#### **3.1 General**

- 3.1.1. The Service Provider is responsible for each Refugee's reception, induction and orientation into settlement and life in the local Nauruan community in accordance with the procedure to be developed under clause 3.1.3 below.
- 3.1.2. The Service Provider is also responsible for providing Refugees with support where they are departing from Nauru in relation to the Settlement Support Services.
- 3.1.3. The Service Provider must develop Department and GoN approved reception, induction, orientation and departures procedures in accordance with this clause 3, and implement these prior to the Commencement Date and the Department must approve within 10 days after receipt, where they so comply. The Department will work with the GoN to facilitate the approval of the procedures developed in accordance with this clause 3.1.3.
- 3.1.4. The Service Provider must collaborate with the GoN Settlement Team and all other relevant stakeholders for the development and implementation of the reception, induction, orientation and departures procedures.
- 3.1.5. The Service Provider must ensure that all reception, induction, orientation and departures are:
  - a) coordinated with all relevant stakeholders;
  - b) are conducted in a manner that promotes the wellbeing and safety of Refugees and ensures that Refugees are regularly informed about the process in a language they understand; and
  - c) tailored to suit the circumstances of a Refugee's arrival or departure, including:

- i. a Refugee's first arrival to settlement or their return following temporary departure; and
- ii. a Refugee's temporary departure or final departure from Nauru.

- 3.1.6. The Service Provider must be prepared to undertake reception, induction, orientation and departure processes at any time, as directed by the Department and from time to time within short notice but no less than 12 hours' notice.
- 3.1.7. The Service Provider must ensure that Personnel involved in reception, induction, orientation and departures processes are specifically trained to manage processes in a non-threatening and stress reducing way, with a focus on the wellbeing of Refugees at all times.

### **3.2 Processing times**

- 3.2.1. The Service Provider must ensure its Personnel are available to undertake reception, induction, orientation and departures activities at times directed by the GoN and the Department, and:
- a) have capacity to undertake these processes simultaneously or as soon as practicable;
  - b) commence the facilitation of the reception process, immediately on notification of a Refugees positive RSD decision and collaborate with all stakeholders to ensure that the collection of Refugees from the RPC is well coordinated and completed within 12 hours;
  - c) complete the induction process within 24 hours after a Refugee arriving at their accommodation;
  - d) commence the orientation process within 24 hours after a Refugee arriving at their accommodation, and complete this orientation process within seven (7) days after a Refugee arriving at their accommodation; and
  - e) undertake processes for a Refugee's departure in accordance with timeframes advised by the Department on a case by case basis.

### **3.3 Reception and induction**

- 3.3.1. The Service Provider's reception and induction processes must include:
- a) reception at the RPC at a time directed by the GoN and the Department;
  - b) transportation of Refugees and their luggage from the RPC to their settlement accommodation;
  - c) essential household orientation relevant to the accommodation, including:
    - i. safety information including how to operate all utilities and white goods supplied on the property (e.g. electricity, gas, refrigerator, hot water, cooling, cooking facilities, toilets, door and window functionality);

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under the Freedom of Information Act 1982

- ii. how to keep accommodation and property secure;
  - iii. information about emergency and fire evacuation procedures;
  - iv. point of contact for issues relating to accommodation; and
  - v. responsibilities of the Refugees while living in the accommodation (as tenant/s) (refer clause 4 (Accommodation Management) of this Part 5).
- d) familiarisation of items provided to Refugees including:
- i. a food package;
  - ii. accommodation ready items (such as linen, laundry items and basic toiletries);
  - iii. one basic mobile phone and instructions on how to use it; and
  - iv. an initial income support payment in accordance with clause 2.11 of this Part 5.
- e) basic personal safety information including securing property, obtaining a drivers licence, personal security after dark, protection against stray dogs, water safety and hazards of the local area (such as heavy vehicle traffic, travelling on mining roads and varying weather conditions);
- f) subject to clause 5.8 of this Part 5 maintaining an electronic photograph of each Refugee;
- g) referrals and point of contact information to essential services as provided by the Department in the community such as a security contact in the area, the Community Liaison Officer, the Settlement Health Clinic, Republic of Nauru Hospital and emergency services as appropriate; and
- h) information on how to make a request/ complaint in relation to the Settlement Support Services.
- 3.3.2. The Service Provider must provide a summary report of all reception processes to the Department within 48 hours after a Refugee's arrival to their accommodation, in a format agreed by the Department.

### **3.4 Orientation**

- 3.4.1. In collaboration with the GoN Settlement Team, the Service Provider must provide local and cultural orientation and safety messaging to Refugees with the purpose of equipping Refugees with basic life skills and competencies to live independently in Nauru in accordance with the objectives of the Services (refer clause 1.2 (Objectives)).
- 3.4.2. The Service Provider must take into account the changes in the living environment and collaborate with other RPC service providers to ensure that the Service Provider's procedures and messaging is accurate and aligns with that of other service providers.

3.4.3. The Service Provider's orientation must include:

- a) local orientation and assistance with settling into the local community (which may involve practical activities, excursions and hands-on learning about living in Nauru) including:
  - i. information regarding Nauruan living and accommodation standards;
  - ii. managing expectations about living and working in Nauru;
  - iii. instilling in Refugees the importance of honesty and integrity in their behaviour;
  - iv. assisting Refugees to find information and access local services (e.g. how to book appointments, school attendance requirements and how to access the internet), refer clause 2.13 (Linking to community groups and local services);
  - v. a visit to the local shops and assistance with a Refugees first food shop, which must occur within the first two (2) days after a Refugees RSD;
  - vi. the development of life skills;
  - vii. accessing transport; and
  - viii. a visit to local places of interest, particularly the Settlement Health Clinic, Republic of Nauru Hospital, local schools and the Civic Centre.
- b) information on Nauruan customs and social norms;
- c) information on living a healthy lifestyle, including (without limitation) good nutrition, preventative health and how to access health services;
- d) money management and budgeting support, including:
  - i. establishing a bank account;
  - ii. assisting Refugees to manage their income support payments (and, where applicable, wages) to cover the cost of basic food, clothing and general living expenses;
  - iii. safety of money and reducing the risk of theft; and
  - iv. reinforcing the importance of economical use of resources such as water and electricity.

3.4.4. Delivery of the Service Providers orientation and safety messaging must be tailored to each Refugee.

3.4.5. The Service Provider must use best endeavours to ensure that orientation and safety messaging is continually reinforced until the Service Provider is confident that Refugees have retained the information and are able to demonstrate their understanding.



### **3.5 Induction and Essential Orientation guide**

- 3.5.1. The Service Provider must develop and provide Refugees with an Induction and Essential Orientation Guide for Refugees to use as a reference for the information provided in the induction and orientation processes (refer to the above clauses 3.3 (Reception and induction) and 3.4 (Orientation)).
- 3.5.2. The Induction and Essential Orientation Guide must be provided to Refugees on the commencement of their orientation and translated into a languages understood by Refugees.

### **3.6 Departures**

- 3.6.1. The Service Provider is responsible for supporting Refugees for their departure from Nauru, acknowledging that multiple service providers, the GoN and the Department may be involved in this process.
- 3.6.2. When advised by the Department of a Refugee's departure the Service Provider must :
- a) confirm the Refugee's identification prior to assisting with the process;
  - b) support the Refugee in undergoing any health related assessments or procedures conducted by other service providers required prior to departure;
  - c) assist the Refugee in completing any required documentation and ensuring it is properly authorised;
  - d) ensure that all Service Provider Refugee Records relevant to the provision of Settlement Support Services are provided to the Department within 24 hours after a Refugee's departure, in an agreed format (see clause 5.8 (Records Management) of this Part 5);
  - e) assist Refugees in the management of their personal property (where required) by using existing storage space at RPC1 and providing storage for no more than 23kg for a Refugee's temporary departure. For avoidance of doubt this does not include the storage of household furniture);
  - f) assist the Refugee in understanding and meeting any relevant airline baggage restrictions; and
  - g) ensure that all arrival and departure details are recorded in the Refugee's Record within 24 hours after their arrival or departure.
- 3.6.3. The Service Provider may from time to time be requested by the Department to provide transport for the departure of a Refugee with such transport to be limited to that within Nauru.

## 4. Accommodation Management

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### 4.1 General

- 4.1.1. Refugees will be provided with accommodation by the Department in conjunction with the GoN and as such no rent will be payable directly by Refugees.
- 4.1.2. In accordance with clause 2 of Part 7 , accommodation will consist of:
- a) leased properties including single dwelling housing and accommodation blocks/units (Other Sites); and
  - b) specified settlement sites excluding Other Sites (Specified Sites).
- 4.1.3. The Service Provider's Personnel must work collaboratively to ensure the effective delivery of accommodation services and support to Refugees at the Specified Sites.
- 4.1.4. The Service Provider must participate in any consultative committees operating at the Specified Sites to assist the smooth running of these sites.
- 4.1.5. The Other Sites include single dwelling houses situated around the island and accommodation blocks/units that accommodate more than one (1) Refugee and/or a group of Refugees and as outlined in Schedule 1 (Statement of Work) and agreed from time to time. These Other Sites contain shared common amenities such as toilets, showers and communal kitchens.
- 4.1.6. The Service Provider must ensure that it has provided the following items, at all Other Sites and Specified Sites, prior to a RSD hand-down
- a) initial care and food package for each Refugee being accommodated;
  - b) accommodation-ready items (including linen, laundry items, basic toiletries, etc.);
  - c) all necessary furniture and essential household items, including any infant requirements;
  - d) one (1) basic mobile phone;
  - e) an initial income support payment; and
  - f) any other item as agreed with the Department.
- 4.1.7. The Service Provider will be the first point of contact for the following accommodation related issues raised by Refugees and must undertake the following:
- a) manage accommodation expectations and ensure Refugees are made aware of their responsibilities as tenants;
  - b) reinforce the importance of acting with honesty and integrity and taking responsibility for their actions while living in Other Sites and Specified Sites;
  - c) provide messaging around water and electricity consumption taking into consideration the short supply of both resources in Nauru; and

- d) provide Refugees on arrival with a verbal and written explanation of the conditions of their stay in the accommodation (in a language understood by the Refugees) and seek agreement from the Refugees to comply with those conditions.

4.1.8. The Service Provider, for Refugees living in Other Sites (including single dwelling housing and accommodation blocks/units), must:

- a) encourage Refugees living in individual units/rooms to properly clean and maintain the units/rooms; and
- b) in the event that the Services Provider becomes aware that Refugees neglect, misuse or abuse the terms and conditions of their stay in the Other Sites, advise the Department within two (2) days after the Service Provider being aware of the event as the Department may instruct the Service Provider to reduce future income support payments to recover repair costs.

## **4.2 Placement and relocations**

4.2.1. The Service Provider must maintain an accommodation database (refer to clause 4.3 (Accommodation Database)) that records whether accommodations are occupied or vacant and records Refugee placement decisions (including relocations) made by the GoN Settlement Team.

4.2.2. The Service Provider is responsible for collecting the relevant information as required by clause 4.3 (Accommodation Database), as agreed with the Department, which will be submitted to the GoN Settlement Team and the Department for the GoN Settlement Team to manage Refugee placement and relocations in Other Sites and Specified Sites.

4.2.3. The Service Provider must:

- a) relocate each Refugee in accordance with the GoN Settlement Team's decisions as directed by the Department for accommodation placement and relocations;
- b) communicate occupancy levels and accommodation constraints to the Department and the GoN Settlement Team and other relevant Personnel and stakeholders to assist initial decisions and review of each placement/ relocation;
- c) record accommodation details for each person in the accommodation database and provide to the Department on request, within 24 hours after a request; and
- d) ensure that accommodation is prepared to facilitate the placements/ relocations and as outlined in this Schedule 1 (Statement of Work).

## **4.3 Accommodation database**

4.3.1. The Service Provider must establish and maintain an accommodation database to track and record Refugee accommodation occupancy and vacancies.

4.3.2. The accommodation database must include at minimum:

- a) the accommodation type;
- b) accommodation district/ location;
- c) room number;
- d) the number of beds (occupied and vacant);
- e) occupant names, nationality and family composition;
- f) requests for relocations; and
- g) planned/ upcoming relocations.

4.3.3. The Service Provider must ensure that the accommodation database is up to date and accurate based on information provided to the Service Provider.

4.3.4. The Service Provider must provide the Department and the GoN Settlement Team with a weekly report on the status of Refugee accommodation in a format and timeframe agreed by the Department.

## **5. Community Engagement and Capacity Building**

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### **5.1 General**

5.1.1. The Service Provider is responsible for the development and implementation of Department and GoN approved projects and initiatives to support settlement and community engagement and capacity building. For the avoidance of doubt, the projects and initiatives will be quoted and approved prior to implementation.

5.1.2. The GoN has established a Settlement Working Group as a forum to develop and implement community engagement and capacity building projects and initiatives to ensure that all appropriate stakeholders are consulted and informed.

5.1.3. The GoN also provides a GoN Settlement Team to assist the Service Provider with community engagement and capacity building projects and initiatives.

5.1.4. The aim of community engagement and capacity building initiatives is to:

- a) promote stronger community relations and social cohesion;
- b) facilitate effective and sustainable partnerships that result in increased and improved settlement services;
- c) build the capacity of the Nauruan community and organisations for the delivery of settlement services; and
- d) better address local community needs as identified by the GoN.

5.1.5. The Service Provider must engage meaningfully with the GoN Settlement Team and GoN Settlement Working Group and other relevant people of Nauru for the delivery of Settlement Support Services to support social inclusion and community participation for Refugees and to build meaningful and collaborative partnerships with the Nauruan community.

5.1.6. The Service Provider must appropriately consult with relevant community and district leaders to carry out initiatives, programmes and activities in the Nauruan community.

## **5.2 Community capacity building initiatives**

5.2.1. The Service Provider, in collaboration with key stakeholders and in consultation with the GoN, must identify and develop community capacity building initiatives, and implement as approved by the Department.

5.2.2. The Service Providers community capacity building initiatives must be tailored to the needs of the community and should include a range of programmes and activities to support (where appropriate and without limitation):

- a) increased opportunities for Refugee participation in social, economic and community life, (such as volunteering, social, cultural and sporting activities);
- b) increased connection to, awareness and understanding of support mechanisms to build and support community capacity;
- c) promotion of the importance of mutual respect, understanding and fair treatment of all, regardless of peoples' cultural, racial or religious differences;
- d) facilitation of targeted information awareness initiatives and activities to build a better understanding of Nauru's cultural diversity; and
- e) addressing involuntary social isolation of the Refugee community, where this adversely impacts social cohesion and harmony.

5.2.3. Community capacity building initiatives may include activities focusing on sport, art, education, or activities that provide opportunities for interaction on an ongoing basis between people from different cultural, racial or religious backgrounds.

5.2.4. The Service Provider's community capacity building initiatives must be developed holistically with the Service Provider's strategies to support Refugee settlement and wellbeing (refer clause 2.7 (Programmes and activities)), and any other programmes and activities developed, implemented and delivered by the Service Provider in the provision of Settlement Support Services.

5.2.5. The Service Provider must ensure that all proposed community capacity building projects are consistent with the objectives referred to in clause 1.2 (Objectives).

5.2.6. Each community capacity building project or initiative must be provided to the Department for consideration in the form of a business case and priced using the rates specified in Schedule 2 (Fees and Payments). The business case must detail the objectives of the initiative and include:

- a) a brief outline of the proposed project (e.g. the issue identified, who will participate and how the target group and broader community will be actively engaged);

- b) objectives, outputs and outcomes of the proposal (e.g. the overall goals, activities and milestone for its completion and the outcomes that will make it a success);
- c) duration of the proposed activity;
- d) the cost and any additional costs;
- e) reporting; and
- f) appropriate supportive evidence (where relevant).

5.2.7. With discretion, the Department will evaluate each proposal based on an assessment of:

- a) the nature of the proposal;
- b) the assessed risk of the proposal; and
- c) the value for-money of the proposal.

5.2.8. The Service Provider must implement initiatives in accordance with the Department approved business case.

### **5.3 Settlement Working Group**

5.3.1. The Service Provider must actively participate in the Settlement Working Group for the development and implementation of community capacity building initiatives.

5.3.2. The Service Provider must seek Department and GoN approval for the implementation of community capacity building initiatives prior to their implementation.

### **5.4 GoN Settlement Team**

5.4.1. The Service Provider must collaborate and work closely with the GoN Settlement Team to develop and implement community capacity building initiatives.

5.4.2. The Service Provider will provide support to assist in the capacity building of the GoN Settlement Team in relation to Settlement Support Services, and must develop and implement a strategy tailored to the needs of this team in consultation with the Department and GoN. This strategy must be developed six (6) weeks after the Commencement Date.

### **5.5 Managing complaints and feedback of Refugees**

5.5.1. The Service Provider must develop, implement and manage a system that allows Refugees to make a complaint or provide feedback on matters relevant to the delivery of Settlement Support Services by the Service Provider.

5.5.2. This system must specify policies and procedures that enable and support the management, response and resolution of Refugee complaints or feedback in a responsive, fair, open and timely manner.

5.5.3. The Service Provider must incorporate its complaints management system into the Policy and Procedures Manual in respect to the Settlement Support Services. These policies and procedures must be provided to the Department for review before being incorporated in the Policy and Procedures Manual.

- 5.5.4. The Service Provider must include information about complaints processes as outlined in this clause 5.5 in the induction and essential orientation programmes delivered to Refugees (refer to clause 3.5 (Induction and Essential Orientation Guide)).
- 5.5.5. The complaints management policy must record the following information:
- a) the date the complaint or feedback was received;
  - b) the nature of the complaint or feedback; and
  - c) status of the complaint.
- 5.5.6. The Service Provider must escalate all complaints to the Department that are unresolved after 10 Business Days and provide information as to actions undertaken thus far to address the issue(s) raised.
- 5.5.7. The Service Provider must keep the Department informed of complaints and resolutions in regular monthly reports.

## **5.6 Work Health and Safety**

- 5.6.1. The Service Provider must ensure that its obligations for Work Health and Safety in Part 6 (Settlement Garrison Services) include the delivery of the Settlement Support Services.

## **5.7 Programme and performance reporting**

- 5.7.1. The Service Provider will provide the Department with weekly and monthly reports capturing statistical information on Refugee settlement.
- 5.7.2. The Service Provider must provide a monthly report to capture performance against agreed Settlement Support Services KPIs and include details of challenges faced by the Service Provider when implementing services and analysis of any evident trends in Refugee issues and outcomes that will assist with forward planning.
- 5.7.3. The Service Provide will also comply with reasonable Departmental requests for ad-hoc reporting that inform programme statistics. The template for reporting will be agreed with the Department.

## **5.8 Records management**

- 5.8.1. The Service Provider must maintain up-to-date records in either paper or electronic form of:
- a) all action taken to deliver Settlement Support Services, including information that supports and evidences decision making, dates of activities and approvals and staff undertaking duties;
  - b) all financial records, including invoices, payments, reimbursements and repayments relevant to the delivery of Settlement Support Services;
  - c) any other matters of importance to the delivery of services or operation of the Contract; and
  - d) the Service Provider must, subject to the terms of Schedule 1 and the Contract, ensure that records can be readily accessed during the Term

of the Contract in a form readable by the Department and are stored in approved record keeping systems.

**5.9 Quality Assurance (QA) Programme**

- 5.9.1. The Service Provider is required to cooperate and participate in regular quality checks undertaken by the Department to evaluate the standard and quality of service delivery and Service Provider performance.



## PART 6: SETTLEMENT GARRISON SERVICES

### 1. Garrison Services

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#### 1.1 General

- 1.1.1. The Service Provider is required to provide the following services to Residents at designated Settlement Sites and Other Sites as defined in this statement of work:
- a) Cleaning Services;
  - b) Security;
  - c) Logistics;
  - d) Accommodation support services; and
  - e) Services to Other Sites.
- 1.1.2. The Service Provider is required to promote, enable and encourage Refugees to be independent and develop self-agency in the provision of the Services.
- 1.1.3. The Service Provider will provide Services within timeframes as specified by the Department.
- 1.1.4. The Service Provider should note that the Australian Government is committed to promoting employment and training opportunities for local Nauruan people and businesses.

### 2. Cleaning services

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#### 2.1 General

- 2.1.1. The Service Provider is required to undertake routine cleaning of the communal areas (such as kitchen and dining areas) of the Settlement Sites to ensure the safety, hygiene and well-being of Residents, and all other people at the Specified Sites.
- 2.1.2. The Service Provider is required to conduct all cleaning services in accordance with *Work Health and Safety legislation*.
- 2.1.3. The Service Provider is required to undertake routine and non-routine cleaning at the Specified Sites. Such cleaning must:
- a) meet the detailed requirements as agreed with the Department; and
  - b) be in accordance with Work Health and Safety law requirements, including codes of practice.
- 2.1.4. The Service Provider will support Refugees to clean and maintain their accommodation at the Specified Sites. This support **will** include:
- a) provision of cleaning equipment and supplies (for avoidance of doubt these are Pass Through costs) to Refugees until otherwise advised by the Department;
  - b) assistance with the development of cleaning maintenance schedules in consultation with the Residents Consultative Committee (RCC).

## **2.2 Cleaning Services Plan**

- 2.2.1. The Service Provider will develop a Cleaning Services Plan that sets out the framework for Refugees undertaking cleaning services within six (6) weeks of execution of the Contract. The Service Provider must provide the Cleaning Services Plan to the Department for approval and implement the plan as approved by the Department.
- 2.2.2. The Service Provider is:
- a) required to assist Refugees to organise and undertake their own cleaning by maintaining a stock of tools and equipment to be used by Refugees (for avoidance of doubt these are Pass Through costs). The Service Provider is required to take this into consideration in the development of the Cleaning Services Plan;
  - b) responsible for the management and maintenance of tools and equipment to be used by Refugees to undertake cleaning, including offering basic assistance to Refugees prior to them borrowing the tools and equipment.

## **2.3 Change of occupancy cleaning service**

- 2.3.1. The Service Provider is required to provide a deep clean service at the Specified Sites, including when a Refugee departs from a room and prior to another Refugee occupying the room.

## **3. Security**

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### **3.1 Asset Security**

- 3.1.1. The Service Provider is required to deliver structured asset security services at the Specified Sites that are consistent with the agreed purpose of the Specified Sites. The approach to safety and security should be unobtrusive in nature and agreed in advance with the Department.
- 3.1.2. The Service Provider is required to provide appropriately skilled, trained and qualified Service Provider Personnel to deliver asset security services to ensure the safety and security of assets at the Specified Sites.
- 3.1.3. The Service Provider is to be vigilant to theft and unauthorised removal of assets from the Specified Sites.
- 3.1.4. For avoidance of doubt, the Service Provider is not required to provide emergency response services nor exercise any powers for use of force, search or seizure. The Service Provider is also not required to provide services in relation to personal safety. All criminal matters are to be referred to the Nauru Police Force. The Service Provider is required to notify the Department of any criminal matters that have been referred to the Nauru Police Force, immediately after the referral or as soon as reasonably practicable.

### **3.2 Incident Reporting**

- 3.2.1. The Service Provider is required to report incidents in accordance with the Settlement Incident Reporting Protocol as agreed with the Department.

### **3.3 Access to controlled areas**

3.3.1. The Service Provider is required to develop and implement systems to manage access to controlled areas at the Specified Sites, including implementing a strict control regime for access to keys and locks, and static guarding where required. Controlled areas are:

- a) secure storage areas;
- b) administration areas;
- c) hazardous materials stores;
- d) tool and vehicle stores;
- e) plant and equipment; and
- f) other areas agreed by the Department and the Service Provider as controlled areas.

### **3.4 Risk Management Plan (RMP)**

3.4.1. The Service Provider must update and provide the Department with a revised RMP within two (2) weeks after the Contract Execution Date.

3.4.2. The RMP must:

- a) identify potential material risks to Refugees, the Service Provider and its Personnel that may reasonably be considered to arise in the course of delivery of the Settlement Support Services, including fraud and business continuity in the event of disruption to Services due to natural and other disasters, loss of property or staff, riots or disturbances, or a health pandemic;
- b) evaluate the degree of risk; and
- c) propose strategies to mitigate the risk.

3.4.3. The Service Provider must review the RMP quarterly and on the occurrence of a Critical Incident and update it where necessary to ensure that it remains current.

3.4.4. The Service Provider must keep the Department informed of its identified risks and must include these in the monthly programme and performance report to the Department (refer clause 5.7 of Part 5 (Programme and performance reporting)).

## **4. Logistics**

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### **4.1 General**

4.1.1. The Service Provider is responsible for procuring all stores required for the delivery of Services under this Contract, including furnishings for Refugee accommodation:

- a) culturally appropriate food to include in initial care packages for Refugees;
- b) accommodation ready items (such as linen, laundry items and basic toiletries);

- c) loose items, such as crockery, cutlery and cooking utensils, including pots and pans;
  - d) basic mobile phones; and
  - e) any other item as agreed with the Department.
- 4.1.2. The Service Provider is required to deliver goods that are procured through this Contract to Specified Sites. This will include tank water, diesel fuel for generators, stores required for service delivery and a sewage service as required.

## **4.2 Bus Service**

- 4.2.1. The Service Provider will provide and operate a local bus service for Refugees, if required and agreed.
- 4.2.2. If this Service is required, the Service Provider will:
- a) maintain the bus/es in accordance with manufacturer's instructions;
  - b) operate the bus/es in line with the agreed timetable, as amended from time to time.

## **4.3 Transport Monitor**

- 4.3.1. The Service Provider must provide Personnel to act as a Transport Monitor on each Open Centre bus service. The Transport Monitor will;
- a) enable control of ingress and egress whilst the bus completes its designated route;
  - b) support the driver by eliminating risk of distraction caused by inappropriate behaviours inside the vehicle;
  - c) enable accurate capture of reportable incidents;
  - d) reduce the risk of damage to assets; and
  - e) provide coordinated communication channel between vehicles and the Nauruan Police Force.

## **4.4 Bus Monitors**

- 4.4.1. The Service Provider must provide Personnel to act as Bus Monitors who accompany children on the bus journey to/from the Regional Processing Centre and the school.
- 4.4.2. Bus Monitors are required to accompany children to four school sites which are:
- a) Nauru Secondary School;
  - b) Nauru College;
  - c) Yaren Primary (Infant) School; and
  - d) the Nauru Primary School.
- 4.4.3. Bus Monitors must also accompany children to out of school hours study groups.

## **5. Accommodation Support Services**

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### **5.1 General**

- 5.1.1. The Service Provider will be required to deliver reception services for the Specified Sites.
- 5.1.2. The Service Provider is to maintain a key register and manage the allocation of room keys at the Specified Sites, including ensuring that spare keys are available for all rooms at the Specified Sites upon the request of the Department.
- 5.1.3. The Service Provider will ensure that accommodation at the Specified Sites is stocked with any furnishings, initial linen packs, crockery, cutlery and cooking utensils, including pots and pans, and any other item as agreed by the Department, before being allocated to a Refugee.

### **5.2 Communication of Safety Requirements**

- 5.2.1. The Service Provider is required to communicate safety requirements to all people that are to be accommodated at the Specified Sites. This communication must:
  - a) contain only information required by the target audience;
  - b) encourage compliance with the safety 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.

## **6. Services to Other Sites**

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### **6.1 General**

- 6.1.1. The Service Provider is required to deliver the following Services at Other Sites:
  - a) transporting and delivering water in accordance with a water delivery schedule as agreed by the Department;
  - b) a deep clean once a Refugee has vacated the accommodation or prior to a new Refugee occupying the accommodation;
  - c) The Service Provider will be required to deliver reception services for the Other Sites.
  - d) The Service Provider will be required to utilize an accommodation management system(s) which has the ability to:
    - i. manage the available accommodation requirements of Other Sites;
    - ii. record the check-in and out process of Refugees at Other Sites; and
    - iii. forecast and report on future accommodation requirements.
  - e) The Service Provider must provide information including detailed reports on accommodation occupancy, when requested by the Department.
  - f) maintaining a key register and managing the allocation of keys, including ensuring that spare keys are available for all rooms/properties upon the request of the Department;
  - g) ensuring that accommodation is stocked with any furnishings, initial linen packs, crockery, cutlery and cooking utensils, including pots and pans, and any other item as agreed by the Department, before being allocated to a Refugee; and

- h) Refugee services including Income Support and Logistics.

## **PART 7: MANAGEMENT AND MAINTENANCE OF ASSETS AND INFRASTRUCTURE**

### **1. Maintenance of Assets and Infrastructure Services**

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#### **1.1. General**

- 1.1.1. The Service Provider is required to provide the following services to Residents at designated RPCs, Settlement Sites, and Other Sites as defined in this Statement of Work.
- 1.1.2. The Service Provider is required to provide Facilities Management services to ensure that the Maintenance of Assets and Infrastructure in Nauru is efficiently maintained to Australian or local standards.

#### **1.2. Facilities Management**

- 1.2.1. The objective of Facilities Management services is to ensure that the Maintenance of Assets and Infrastructure in Nauru is efficiently maintained to Australian or local standards as agreed in the Facilities Management Plan. In so doing the facilities will provide an environment that is safe for Departmental employees, Residents and visitors. This includes:
- a) Mandatory Maintenance – For essential services an Annual certification may be necessary in accordance with relevant standards and Codes
  - b) Asset Management – all major plant and equipment is to be recorded on an Asset Register – Fixed Plant & Equipment
  - c) Compliance Reporting – Conduct compliance audits in accordance with standards and codes as articulated in the Facilities Management Plan.
  - d) Maintain Central Help Desk - Provide alternate facility to receive, action and monitor requests through to completion available 24 hours a day, 7 days a week
  - e) Essential Services – Maintain essential services register, the format and essential services will be approved by the Department
- 1.2.2. The Services Specification must outline each of the tasks involved in delivering the Facilities Management Services. The Service Provider would then be responsible for delivering the Services to the specified Service Levels as agreed with the Department.

#### **1.3. Reporting**

- 1.3.1. The section provides a summary of minimum reporting standards as part of operational reporting requirements. The level, format, and structure will be approved by the Department and consist of as a minimum; monthly/quarterly and annual reports.
- 1.3.2. The Service Provider will provide a monthly facilities management report addressing as a minimum the following;
- a) With reference to maintenance schedules, all statutory and reactive maintenance activities which were undertaken
  - b) All Work Place health and Safety incidents/issues identified within

- c) the reporting period and actions undertaken to remediate  
All environmental incidents/issues identified within the reporting period and actions undertaken to remediate
- d) Any loss, destruction, damage or failure of critical facilities or infrastructure resulting impacts on Departmental operations or service provider services
- e) List of all infrastructure and Facilities Management Additional Service Requests and status update;  
The monthly Facilities Management Report is to be provided in a format agreed by both parties.

1.3.3. The Service Provider is required to prepare the following plans for approval within 30 days of both the execution of the Contract or following a change in services delivered or extension of the contract.

- a) Maintenance Management Plan
- b) Environmental Management Plan
- c) Grounds Maintenance Plan
- d) WH&S Plans
- e) Communications Plan
- f) Transition in/Out Plan

1.3.4. The Service Provider is responsible for implementing and managing maintenance in accordance with the approved Maintenance Management Plan. The Maintenance Management Plan:

- a) will set out arrangements for the Service Provider to maintain all assets at the Sites to preserve in accordance with the Contract, by conducting maintenance activities that include all inspection, testing and servicing.
- b) will also address the integration and management of relevant third party arrangements, including any manufacturer or builder warranties or defects liability obligations which may apply to the assets.

**2. Sites**

**2.1. Sites**

2.1.1. The Service Provider is required to provide Services across a number of sites, including RPC Sites, Settlement Sites and Other Settlement Sites. The Services to be delivered at each Site depends on the type of Site.

**2.2. RPC Sites**

2.2.1. RPC Sites include the following Sites:

<b>RPC Sites</b>
RPC 1
RPC 2



RCP 3
Anibare Staff Accommodation Village

**2.3. Settlement Sites**

2.3.1. Settlement Sites include the following Sites:

Settlement Sites
Fly Camp
Nibok
Anuijo
Ewa

**2.4. Other Settlement Sites (Other Sites)**

2.4.1. The Service Provider is required to deliver services at private properties or properties which have been leased by the Department (Other Sites), subject to the provision of a satisfactory site inspection report for each Other Site. These Other Site services are listed below:

2.4.2. The Service Provider will provide some Services as defined in this statement of works to the following Other Sites:

Other Settlement Site	District
s47E(d), s47G	Meneng District
	Meneng District
	Nibok District
	Nibok District
	Bauda District
	Uaboe District
	Aiwo District
	Aiwo District
	Anetan District
	Bauda District
	Boe District
	Baitsi District
	Anetan District
	Anibare District
	Meneng District
Meneng District	

2.4.3. The Department may request the Service Provider to provide Services at additional Specified Sites or Other Sites. Where the Department requests the addition of a new Site, the service requirements, fees and payments associated with the New Specified Site will be agreed between the parties.

2.4.4. Where the Department requests the addition of a New Other Site as per clause 2.4.3 above, the Service Provider will charge a fixed Additional Facility Fee for each New Other Site, as outlined in Schedule 2 [Fees and Payments].

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### **3. Management and Maintenance of Facilities and Assets at the RPC**

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#### **3.1. General**

- 3.1.1. The Service Provider is responsible for maintenance of facilities, infrastructure and assets at the Sites.
- 3.1.2. The Service Provider is responsible for a range of maintenance and asset management tasks. During the Term of the Contract, unless additional requirements are notified by the Department, the Service Provider's responsibilities in relation to assets are to:
- a) operating and maintaining assets in a manner that ensures, to the greatest extent possible, that they achieve their design life;
  - b) that the incidence of emergency and breakdown repairs is minimised having regard to the condition in which the assets were on the Commencement Date of the Contract and the local conditions, such as exposure to weather and proximity to the ocean.
  - c) maintain assets in a safe condition for use and to ensure compliance with all applicable laws and Australian Standards (or are withdrawn from use if they are not);
  - d) procure and manage loose items (such as sports equipment, books, kitchen utensils, DVDs), ensuring appropriate security and meeting the amenity requirements of the Residents and as agreed with the Department;
  - e) only dispose of or write-off an asset that is owned or paid for by the Department with the prior written approval of the Department; and
  - f) provide details of all new, replacement and written-off assets to the Department.
- 3.1.3. The Service Provider is required to immediately notify the Department in writing of any loss, destruction, damage to or defect in the Site facilities or Departmental assets (or any part thereof).

#### **3.2. The Service Provider and Departmental assets**

- 3.2.1. The Service Provider is required to provide all assets which are required in order to perform its obligations under this Contract, that are not otherwise provided by the Department. Assets required to perform the Services in the RPC will be at the Department's expense, subject to any requirements detailed by the Department from time to time. The Department will not be responsible for costs associated with any assets used by the Service Provider in Australia or for assets used in the RPC in relation to activities of the type covered by the Corporate Overhead Fee.
- 3.2.2. The Service Provider is required to label their own assets located at the Sites to enable the parties to distinguish between the Service Provider's assets and other assets.
- 3.2.3. Where the Department provides or pays for an asset at the Sites (including as a Pass-Through Cost), the asset will remain or become the property of the Department.
- 3.2.4. The assets provided by the Department will include a fleet of vehicles. The fleet profile will be determined by the Department having regard to population at the Site,

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the environment of the Site and its surrounds, maintenance and Personnel requirements.

- 3.2.5. Where any asset (defined as any portable or attractive item valued between \$500 and \$2,000AUD and any other item valued over \$2,000AUD) breaks down and is irreparable prior to the date scheduled for disposal of that asset (as specified in the Maintenance Management Plan, refer to clause 5.4.3), the Service Provider will seek the Department's approval prior to replacing the relevant asset. If the Service Provider substantiates to the Department's satisfaction that an asset is critical to the delivery of the Services, the Department will approve the replacement of the asset on any conditions it sees fit.
- 3.2.6. The Service Provider will be responsible for indemnifying the Department in respect of loss, destruction or damage to assets to the extent that it is caused by:
- a) any breach of this Contract by the Service Provider; or
  - b) any negligent act or omission, fraudulent, criminal actions, or wilful default of the Service Provider in connection with this Contract.
- 3.2.7. The Service Provider will not be liable for the costs of repair or replacement of assets where, in the reasonable opinion of the Department, the repair or replacement results from reasonable wear and tear of the asset.

### **3.3. Asset Register**

- 3.3.1. The Service Provider is required to develop and manage a systems based asset identification and management system and maintain registers for all assets to enable the parties to distinguish between the Service Provider's assets, Commonwealth assets and other assets.
- 3.3.2. The Service Provider is required to ensure that the asset register is up to date, including:
- a) undertaking quarterly stocktakes of all assets at the Sites;
  - b) adding new assets within one month of their arrival at the Sites; and
  - c) providing a report to the Department of any damaged, lost or replaced assets in accordance with clause 1.3.2.

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

- 3.4.1. The Service Provider is responsible for the management and maintenance of assets and infrastructure. The Department will be responsible for accepting and commissioning all infrastructure. The service provider is required to have available an electronic and hardcopy of all operations and maintenance (O&M's), and technical information onsite in relation to the assets they maintain, including any information provided or made available to the Service Provider prior to the Commencement Date. The Service Provider shall ensure that its personnel receive the associated operations, maintenance and safety training inductions.
- 3.4.2. The Service Provider is required to manage and maintain all grounds, including landscaping, and built infrastructure (such as roads, stormwater, drains and fences), to ensure the amenity of the Site is maintained in accordance with local community standards and sound environmental management practices (excluding construction works to (for instance) roads, stormwater drains and fences, and any works requiring any specialist or large equipment). This does not include [arboriculture](#).

- 3.4.3. The Service Provider is required to provide interested Residents with the ability to participate in gardening activities, and where this occurs the Service Provider must:
- a) ensure that all maintenance tools are controlled by the Service Provider Personnel as far as is reasonably practicable, in accordance with a documented control of tools procedure;
  - b) closely supervise Residents during any gardening activities;
  - c) develop and implement specific induction procedures to be delivered to Residents participating in gardening activities; and
  - d) satisfy any specific Departmental requirements regarding the use of tools.
- 3.4.4. The Service Provider must maintain assets and infrastructure 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 the Department.
- 3.4.5. The Service Provider must maintain all roads within RPC1 (including the roads around the administration and accommodation blocks) to:
- a) ensure the continued effective operation of the Sites;
  - b) minimise wear and tear on the vehicle fleet; and
  - c) meet workplace health and safety requirements.
- 3.4.6. The Service Provider must provide a draft **RPC Facilities Maintenance Programme** no later than eight (8) weeks after the Execution Date (or as otherwise reasonably agreed) which includes (at minimum):
- a) an itemisation of recommended maintenance and upgrades to the Sites (excluding Services specified in Part 3 of Schedule 1 of this Contract);
  - b) an estimate total cost for each FMP item and overall total cost for the FMP;
  - c) estimate timeframe to practically complete each FMP item (the Service Provider must complete the approved FMP within the Term of this Contract);
  - d) identification of subcontractors (if any) that the Service Provider intends to engage a FMP item (wholly or partially); and
  - e) any assumptions, qualifications or issues in relation to each FMP item (if any).
- 3.4.7. The Department will provide written notification to the Service Provider that it approves the FMP or specific FMP items.
- 3.4.8. The Service Provider must amend FMP items (as rejected by the Department) and provide the amended/updated FMP items to the Department for review/approval within 1 month after any item is so rejected by the Department.
- 3.4.9. The Service Provider must not implement the FMP or specific FMP items until it receives prior written approval from the Department.
- 3.4.10. The Service Provider may submit updated FMPs to the Department during the Term of the Contract (subject to the Service Provider's obligations specified clause 3.4.6).

- 3.4.11. The Department will pay a Facilities Management Cost (FMC) s47 [REDACTED] to the Service Provider to facilitate the approved FMP items (such amount has been incorporated in the Service Fee as per Schedule 2).
- 3.4.12. The Service Provider will consult with the Department so as to agree to a reasonable timetable for commencement of one or more of the approved FMP items at a time where sufficient FMC has been accumulated by the Service Provider to reasonably cover the costs and expenses of carrying out the approved FMP item or items.
- 3.4.13. The Service Provider must ensure that hourly rates for its Personnel to undertake the any FMP item does not exceed the hourly rates specified in Attachment A in Schedule 2 (excluding hourly rates for subcontractor personnel that undertake an FMP item (as approved by the Department)).
- 3.4.14. The Service Provider must substantiate the final actual cost for each FMP item and the overall total actual cost for carrying out the FMP no later than two (2) weeks after completion of the FMP (but no later than 2 weeks before expiry of the Term). The Department agrees that all goods, materials, consumables, equipment and any specialist subcontractors engaged will be invoiced and charged to the Department at cost plus s47 [REDACTED]
- 3.4.15. The Service Provider must reimburse the Department any unexpended amount of the FMC no later than two (2) weeks before expiry of the Term.
- 3.4.16. The Service Provider is not entitled to payments that exceed the FMC (notwithstanding the Service Provider's substantiation of actual expenditure that exceeds the FMC) unless approved in writing by the Department.

### **3.5. Emergency and breakdown repairs**

- 3.5.1. The Service Provider is required to:
- (a) repair all Site service breakdowns as soon as possible or as directed by the Department; and
  - (b) record and report all details related to each defect, fault or damage and subsequent action taken in response to emergency breakdowns.

### **3.6. Alternative arrangements during Maintenance**

- 3.6.1. In the event that an asset is defective or must be taken out of service for maintenance, the Service Provider must:
- (a) maintain or minimise the impact on Services
  - (b) make reasonable alternative arrangements to maintain security and work health and safety and environmental standards until the asset is returned to service; and
  - (c) notify the Department of the alternative arrangements and any impact these arrangements may have on the provision of the Services.
  - (d) notify Residents and other stakeholders affected of any alternative arrangements of the affect and duration of the works

### **3.7. Damage or loss of assets/Infrastructure by Residents**

3.7.1. In the event that Residents damage or lose assets, the Service Provider must:

- (a) notify the Department;
- (b) as directed repair, replace or dispose of the asset;
- (c) and implement alternative arrangements in accordance with clause 3.6 of this Part 7; and
- (d) record and report the cost of repairing or replacing assets damaged by Residents as a separate item (on the asset register).

3.7.2. The Service Provider is responsible for the costs to repair or replace damaged or lost assets where the damage or loss has occurred due to the Service Provider's negligence, including where due to ineffective asset maintenance practices.

### **3.8. Security systems**

3.8.1. The Service Provider is required to, in accordance with arrangements notified by the Department, maintain and test security systems at the Site to ensure the security systems remain functional at all times.

3.8.2. The Service Provider must conduct planned and reactive repairs and maintenance on the security systems, including CCTV, Key Safes, and duress alarms.

### **3.9. Emergency systems and services**

3.9.1. The Service Provider is required to maintain and test installed emergency 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 the Department.

3.9.2. For the purposes of this section, emergency systems include:

- (a) firefighting 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.

### **3.10. Crane Support**

3.10.1. The Service Provider must supply three crane operators and a fitter to operate and maintain the Department's crane assets.

### **3.11. Other Maintenance and Asset Management**

3.11.1. The Service Provider must maintain the construction related plant and equipment associated with the Service Provider and the delivery of the Services.

3.11.2. The Service Provider must provide Reverse Osmosis Asset Management and Operation.

### **3.12. Work practices**

3.12.1. The Service Provider is required to:

- a) ensure all maintenance work practices are compatible with the Sites; and
- b) where maintenance or modifications are conducted at the Sites:
  - i. maintain safety in the Sites;
  - 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 Residents; and
- d) ensure all the Service Provider Personnel abide by any conditions of entry to the Sites.

### **3.13. Communication about maintenance and modifications**

3.13.1. The Service Provider 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 Residents and other people affected of any alternative arrangements and the duration that they may be in place.

## **4. RPC Environmental Management**

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### **4.1. Environmental management principles**

4.1.1. The Service Provider is required to develop an Environmental Management Plan for the Sites in accordance with this Schedule 1 to manage energy consumption, the use of natural resources, waste disposal and vermin and pest control that include:

- a) objectives for environmental management;
- b) a risk assessment of the environmental impacts of the individual Site operations;
- c) measures to manage energy consumption, the use of natural resources, waste disposal and pest control;
- d) procedures and documentation for the implementation, development, review and continuous improvement of the environmental management principles;
- e) a self-assessment programme; and
- f) a process for independent annual auditing of the environmental management principles.

4.1.2. The Environmental Management Plan will be developed and provided to the Department for review within eight (8) weeks of the Commencement Date.

#### **4.2. Energy and water**

4.2.1. The Service Provider is required to implement any reasonable and cost-effective measures to minimise energy and water use in the Site, including:

- a) identifying and correcting any wasteful operation or practices;
- b) conducting routine Maintenance of systems to achieve peak operational efficiency;
- c) promoting the responsible use of energy, natural resources and water to Residents and Service Provider Personnel to acknowledge the local conditions; and
- d) complying with any applicable local water restrictions or other water saving measures notified by the Department.

4.2.2. The Service Provider is responsible for ensuring sufficient supplies of water at the Site.

#### **4.3. Waste management**

4.3.1. The Service Provider will work with the Department to implement cost effective measures to manage, in accordance with all applicable laws, disposal of:

- a) general liquid, sanitary and solid waste;
- b) non-serviceable or unused fixtures, fittings and equipment (such as white goods, mattresses and fluorescent light tubes);
- c) hazardous materials and waste; and
- d) garden waste

4.3.2. When undertaking disposals, the Service Provider must seek to maximise recycling and, where applicable, composting of waste.

4.3.3. Waste management practices will be required to acknowledge the surroundings and local conditions.

4.3.4. If the Service Provider is requested to perform services associated with the dewatering and management of sewer sludge or the disposal or treatment of grease trap sludge, this will be delivered as an 'Additional Services Request' issued in accordance with Schedule 2 – Fees and Payments.

4.3.5. All effluent needs are to be pumped out and properly disposed of into an existing waste treatment plant.

#### **4.4. Vermin and pest control**

4.4.1. The Service Provider is required to develop and implement a vermin and pest control plan in accordance with this Schedule 1, that:

- a) is based on Australian Pest Controllers Association best practice;
- b) is compliant with all applicable Law; and
- c) includes measures that will be required to be taken to prevent or eradicate vermin or pest infestations (including mosquitoes, vector, fleas, bed bugs, poisonous animals such as snakes and spiders, rats, mice and other rodents), such as:

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- i. environmental and habitat measures to disrupt breeding and life-cycles;
- ii. low level chemical measures such as localised dusting and misting; and
- iii. the scope of the measures to be implemented and the frequency.

**4.5. Menen Hotel Vector Control**

- 4.5.1. The Service Provider is required to develop and implement a vermin and pest control plan for the Menen Hotel Site. This vector control will include:
- a) vector control residual barrier treatment (external vegetation and structures) at least once per month;
  - b) weekly mosquito monitoring using sweep nets and light traps prior to the residual barrier treatment being applied;
  - c) supply sufficient quantity of Biflex aquamax insecticide; and
  - d) application of a residual insecticide to areas of vegetation surrounding the buildings themselves is the main treatment component to effectively control mosquitoes in a residential situation.

**4.6. Community Resource Centre (CRC) Vector Control**

- 4.6.1. The Service Provider is required to conduct residual barrier treatment (external vegetation and structures) at least once per month at the CRC on Nauru. This will include application of a residual insecticide via backpack power misters to areas of vegetation surrounding the CRC.

**4.7. Disruption and health implications of vermin or pest control activities**

- 4.7.1. The Service Provider is required to, to the extent possible having regard to the available infrastructure and facilities, avoid exposing any person to hazards caused by vermin and pest control activities and will be required to minimise disturbance to Residents caused by vermin and pest control activities by implementing measures, including:
- a) coordinating vermin and pest control activities with the daily routine of Residents;
  - b) preventing Residents from accessing areas that are being treated with hazardous chemicals; and
  - c) consulting with the Department before commencing any pest or vermin control activities that will significantly disrupt daily activities in a Site.

**5. Management and Maintenance of Settlement Assets**

**5.1. General**

- 5.1.1. The Services are to be delivered by the Service Provider at Settlement Sites and/or Other Settlement Sites. Any reference to Site in this clause refers to Settlement Sites and/or Other Settlement Sites.
- 5.1.2. The Service Provider is responsible for a range of maintenance and asset management tasks at Settlement Sites and Other Settlement Sites.
- 5.1.3. During the Term of the Contract, unless additional requirements are notified by the Department, the Service Provider's responsibilities in relation to Departmental assets are to:

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- (a) manage assets at the Settlement Sites, including:
  - i. operating and maintaining assets in a manner that ensures, to the greatest extent possible, that assets achieve their design life; and
  - ii. ensuring that the incidence of emergency and breakdown repairs to assets is minimised, having regard to the condition in which the assets were in on commencement and the local conditions, such as exposure to weather and proximity to the ocean.
- (b) Provide reactive maintenance services as required at Other Settlement Sites;
- (c) develop a Maintenance Management Plan in accordance with clause 5.4;
- (d) provide maintenance logs to the Department as requested;
- (e) procure and manage loose items (such as kitchen utensils and linen), to ensure that amenity requirements of Refugees are met as agreed with the Department. The Service Provider must seek the Department's prior written approval before the procurement of replacement items as stated in this clause;
- (f) only dispose of or write-off an asset that is owned or paid for by the Department with the prior written approval of the Department which shall not be unreasonably withheld; and
- (g) provide details of all new, replacement and written-off assets to the Department.

5.1.4. The Service Provider is required to, as soon as practicable, notify the Department in writing of any loss, destruction, damage to or defect in the Settlement Site facilities or Departmental assets (or any part thereof), that the Service Provider is reasonably aware of.

5.1.5. The Service Provider is not required to provide installation, management and maintenance of non-Departmental assets (or any part thereof), which may be installed, retrofitted or located at the Settlement Sites by a third party, including Refugees.

5.1.6. The Service Provider will not be liable for any modifications or works undertaken on Departmental assets (or any part thereof), by a third party, including Refugees.

**5.2. The Service Provider and Departmental assets**

5.2.1. The Service Provider is required to provide all assets which are required in order to perform its obligations under this Schedule, that are not otherwise provided by the Department. Assets required to perform the Services will be at the Department's expense, subject to any requirements detailed by the Department from time to time. The Service Provider must seek the Department's prior written approval before acquiring any assets, as stated in this clause.

5.2.2. Where the Department provides or pays for an asset at a Specified Site (including as a Pass-Through Cost), the asset will remain or become the property of the Department.

5.2.3. The Service Provider is required to label its own assets located at the Specified Sites to enable the parties to distinguish between the Service Provider's assets and other assets.

5.2.4. The Service Provider is responsible for the ongoing maintenance of these assets however will not be liable for the costs of repair or replacement of assets where, in the reasonable opinion of the Department, the repair or replacement results from reasonable wear and tear of the asset, or theft or damage by a third party.

### **5.3. Asset register**

5.3.1. The Service Provider is required to work with the Department and other service providers to establish up a system for identifying and managing assets at the Specified Sites to be recorded in a register consistent with clause 3.3 above.

5.3.2. The Service Provider is required to undertake an entry stock take of all assets at the Settlement Sites.

5.3.3. The Service Provider is required to manage and maintain the asset register ensuring the register is periodically updated in line with the Maintenance Management Plan, subject to site access.

### **5.4. Maintenance of Infrastructure**

5.4.1. The Department will be responsible for accepting and commissioning all infrastructure.

5.4.2. The Service Provider must ensure that all required technical manuals and information are available for use at the Specified Sites and that Service Provider Personnel receive the associated operations, maintenance and safety training inductions and information. The Service Provider must maintain infrastructure 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 the Department.

5.4.3. The Service Provider is required to develop a Maintenance Management Plan for the Sites for approval and provide it to the Department within eight (8) weeks of execution of the Contract. The Settlement Maintenance Management Plan will include:

(a) Reactive maintenance for all Settlement Sites;

(b) Reactive maintenance for all Other Settlement Sites.

5.4.4. This Maintenance Management Plan will set out arrangements for the Service Provider to maintain all Departmental assets at Specified Sites in accordance with the Contract by conducting maintenance activities that include all inspection, testing and servicing where licencing requirements prevent this being undertaken by Refugees.

5.4.5. The Service Provider must undertake the following capital improvements during Transition In, including:

- 5.4.5.1.1. radio infrastructure upgrades (including radio cores, repeaters, backup supplies and server); and
- 5.4.5.1.2. upgrade of handsets and supporting technology (including charging docks, batteries, dispatcher unites and base stations).

## **5.5. Specified Site Management Reporting**

- 5.5.1. The Service Provider is required to:
  - (a) implement a mechanism for Refugees to report faults and record complaints;
  - (b) provide updates on reported faults to Refugees within two days of the fault being reported;
  - (c) address and repair or assist the Refugee to repair the fault;
  - (d) notify the Department upon closure of the fault as to the nature of the fault and the action to remediate the fault; and
  - (e) maintain regular communication with Refugees regarding faults to ensure they are aware of the progress.
- 5.5.2. The Service Provider is required to actively participate in a Residents Consultative Committee (RCC) to meet at least monthly and provide residents with the opportunity to participate in the running of the Specified Sites, including deciding cleaning and grounds maintenance rosters. The Service Provider may be required to Chair the RCC with prior written notice by the Department.

## **5.6. Grounds Maintenance**

- 5.6.1. The Service Provider will develop a Ground Maintenance Plan that sets out the framework for Refugees maintaining the grounds themselves within six (6) weeks of execution of the Contract and provide to the Department for review. The Service Provider must provide the Grounds Maintenance Plan for all Settlement Sites and Other Settlement Sites to the Department for approval and implement the plan as approved by the Department.
- 5.6.2. The Service Provider:
  - (a) is required to assist Refugees to organise and undertake their own ground maintenance by maintaining a small store of basic tools and materials (for avoidance of doubt these are Pass Through costs) at the Sites to be used by Refugees. The Service Provider is required to take this into consideration in the development of the Grounds Maintenance Plan;
  - (b) is responsible for the management and maintenance of tools and equipment, including offering basic assistance to Refugees prior to borrowing the tools and equipment.
- 5.6.3. The Service Provider will facilitate the purchase of additional plants, where approved by the Department, to improve the aesthetics of the Specified Sites.

## **5.7. Emergency systems and services**

- 5.7.1. The Service Provider is required to maintain and test smoke alarms and fire extinguishers installed at the Settlement Sites in accordance with applicable laws,

emergency services recommended procedures that apply in Nauru, manufacturer's instructions and any other reasonable requirements as notified by the Department.

- 5.7.2. Condition reports for all installed fire systems including, smoke alarms, suppression systems, hydrants and fire extinguishers will be provided to the Service Provider by the Department.

## **5.8. Emergency and breakdown repairs**

- 5.8.1. The Service Provider is required to:

- (a) assist Refugees to enable them to undertake minor repairs and maintenance at the Sites, where such maintenance does not require a licensed tradesman under applicable laws and would be considered safe by a reasonable person;
- (b) repair all other service breakdowns that require licensed tradesman (as per Australian standards) at the Sites as soon as practically possible; and
- (c) record all details related to each defect, fault or damage and the subsequent action taken in response to emergency breakdowns by the Service Provider and by a Refugee where the Service Provider has assisted a Refugee to undertake the repair in accordance with clause 5.8.1 a) above.

## **5.9. Alternative arrangements during Maintenance**

- 5.9.1. In the event that an asset is defective or must be taken out of service for maintenance, the Service Provider is required to:

- (a) make reasonable alternative arrangements to maintain the security, work, health and safety, and environmental standards at the Specified Sites until the asset is returned to service; and
- (b) notify the Department of the alternative arrangements and any impact these arrangements may have on the provision of the Services at the Specified Sites.

## **6. Settlement Environmental Management**

### **6.1. Environmental management principles**

- 6.1.1. The Service Provider is required to develop environmental management principles for the Specified Sites to manage energy consumption, the use of natural resources, waste disposal and vermin and pest control that includes:

- a) objectives for environmental management;
- b) a risk assessment of the environmental impacts of the Specified Sites;
- c) measures to manage energy consumption, the use of natural resources, waste disposal and pest control;
- d) procedures and documentation for the implementation, development, review and continuous improvement of the environmental management principles;
- e) a self-assessment programme; and

- f) annual review and update where necessary of the environmental management principles.

6.1.2. The environmental management principles for the Specified Sites will be presented to the Department for approval within six (6) weeks of execution of the Contract.

## **6.2. Energy and water**

6.2.1. The Service Provider is required to implement any reasonable and cost-effective measures to minimise energy and water use at the Specified Sites, including:

- a) identifying and encouraging Refugees to correct any wasteful operations or practices;
- b) promoting the responsible use of energy, natural resources and water to Refugees and Service Provider Personnel to acknowledge the local conditions; and
- c) complying with any applicable local water restrictions or other water saving measures notified by the Department.

6.2.2. The Service Provider is required to obtain prior approval from the Department for any proposed costs relating to the implementation of cost-effective energy and water measures.

## **6.3. Water Management**

6.3.1. The Service Provider is required to transport water to and decant water at the Specified Sites.

## **6.4. Waste Management**

6.4.1. The Service Provider is required to work with the Department to implement cost effective measures to manage waste at the Specified Sites, including, in accordance with applicable laws, the disposal of:

- a) general liquid, sanitary and solid waste;
- b) non-serviceable or unused fixtures, fittings and equipment (such as white goods, mattresses and fluorescent light tubes);
- c) hazardous materials and waste; and
- d) garden waste.

6.4.2. When undertaking these disposals, the Service Provider must seek to maximise recycling and, where applicable, composting of waste.

6.4.3. Waste management practices will be required to acknowledge the surroundings and local conditions.

6.4.4. If the Service Provider is requested to perform services associated with the dewatering and management of sewer sludge or the disposal or treatment of grease trap sludge, this will be delivered as an 'Additional Services Request' issued in accordance with Schedule 2 – Fees and Payments.

6.4.5. All effluent needs are to be pumped out and properly disposed of into an existing waste treatment plant.

## **6.5. Vermin and pest control**

6.5.1. The Service Provider will develop and implement a Vermin and Pest Control Plan that:

- a) Includes Settlement Sites and Other Settlement Sites;
- b) is compliant with all applicable Nauruan laws; and
- c) includes the scope and frequency of measures to be implemented to prevent or eradicate vermin or pest infestations (including mosquitoes, vector, fleas, bed bugs, poisonous animals such as snakes and spiders, rats, mice and other rodents), such as:
  - i. environmental and habitat measures to disrupt breeding and life-cycles; and
  - ii. low level chemical measures such as localised dusting and misting.

6.5.2. Vector control will involve residual barrier treatment (external vegetation and structures) at least once per month for the Settlement houses, incorporating:

- i. undertaking mosquito monitoring at each house at least once per month for quality assurance/quality control purposes. Monitoring will be conducted using sweep nets prior to the residual barrier treatment being applied;
- ii. providing information to the residents of the houses explaining the life cycle of mosquitoes and what they can do to protect themselves;
- iii. 8 x 5lt Bilfelx aqua max insecticide; and
- iv. application of a residual insecticide via backpack power misters to areas of vegetation surrounding the settlement houses is the main treatment component to effectively control mosquitoes in a residential situation.

## **6.6. Disruption and Health Implications of Vermin or Pest Control Activities**

6.6.1. The Service Provider is required to implement measures to prevent the exposure of any person to hazards caused by vermin and pest control activities and minimise the disturbance to Refugees accommodated at the Specified Sites. Such measures could include:

- a) coordinating vermin and pest control activities with the daily routine of residents;
- b) preventing residents from accessing areas that are being treated with hazardous chemicals; and
- c) consulting with residents and the Department before commencing any pest or vermin control activities that will significantly disrupt daily activities at the Specified Sites.

## 7. Minor Capital Works Fund

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### 7.1. Minor Capital Works

- 7.1.1. In this clause, **Minor Capital Works** (or **MCW**) means construction services as defined in the Commonwealth Procurement Rules (not Site maintenance or upgrades) that are valued (in total) less than \$7.5M (inc. GST).
- 7.1.2. The Department may, during the Term of this Contract, submit a brief to the Service Provider to undertake MCW. The Department must ensure that the brief includes (as minimum):
- (a) Site and location for the MCW;
  - (b) required functionality of the MCW;
  - (c) preliminary design/specifications for the MCW (if available);
  - (d) required lifetime of the MCW;
  - (e) any assumptions, qualifications or issues in relation to the MCW;
  - (f) anticipated date for practical completion for the MCW;
  - (g) preferred defects liability period for the MCW (if required); and
  - (h) draft proposed contract terms.
- 7.1.3. If the Service Provider is agreeable to providing a MCW proposal to the Department, the Service Provider will submit a MCW proposal to the Department no later than two (2) weeks after it receives the Department's brief (as above) that includes (as a minimum):
- (a) total cost (and preferred payment milestones) of the MCW;
  - (b) earliest commencement date for the MCW;
  - (c) full design/specifications for the MCW;
  - (d) date for practical completion for the MCW;
  - (e) any assumptions, qualifications or issues in relation to the MCW; and
  - (f) confirmation as to whether the proposed contract terms for the MCW are acceptable.
- 7.1.4. The Service Provider must amend its MCW proposal (if rejected by the Department) and provide the amended/updated MCW proposal to the Department no later than 1 week after it receives the Department's notification that it rejected the initial MCW proposal.
- 7.1.5. The parties will execute a MCW contract (on such terms as are to be reasonably agreed between the parties) if the Department accepts the Service Provider's MCW proposal.



## **PART 8: GOVERNANCE AND BUSINESS SERVICES**

### **1. Governance Arrangements**

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#### **1.1. General**

##### 1.1.1. This Part:

- a) outlines the Department's governance framework to support the effective delivery of Services; and
- b) discusses the partnering approach expected of the Service Provider, the Department and other service providers to build long term relationships and improve service delivery for Residents; and
- c) describes the contract management structure that will be in place at a Site and national level, including the committees and joint initiatives the Service Provider is required to participate in.

#### **1.2. Governance Framework**

1.1.2. The Service Provider is required to comply with the governance framework developed by the Department, which may change from time to time.

1.1.3. The Service Provider is required to cooperate with the GoN and the Department by actively participating in committees and meetings that have been (or will be) established. The Department will notify the Service Provider in writing of any changes to governance arrangements.

1.1.4. The Service Provider is required to cooperate with the GoN and the Department, other service providers, and stakeholders, in the course of carrying out Services as set out in this Schedule.

1.1.5. The Service Provider is required to attend a range of meetings, including but not limited to, the following local management meetings:

- a) daily morning meetings with the Department and other service providers;
- b) Resident consultative committee meetings with Residents, other service providers and the Department;
- c) weekly Individual and Behavioural Management Committee meetings with the Department and other service providers to review Resident Individual Management Plans, Behavioural Management Plans and to identify Residents and Refugees at risk;
- d) Work Health and Safety (WHS) Committee meetings with the Department and other service providers to review WHS concerns at an RPC;
- e) Weekly Departmental Review meetings with the Department and other service providers to review performance and service delivery;

- f) Security Committee meetings with the Department and other service providers to review security arrangements; and
  - g) monthly RPC level board meetings with the Department and other service providers to review the effectiveness of governance arrangements, risks and issues affecting the RPC.
  - h) Settlement Working Group meetings in Nauru;
  - i) Children and Families (CAF) meeting;
  - j) Facilities Management Meeting;
  - k) weekly management meetings in Nauru to discuss key service delivery arrangements;
  - l) daily and weekly welfare meetings with the health service provider and other service providers;
  - m) weekly or fortnightly Programmes and Activities meetings with other service providers; and
  - n) monthly national office contract management governance meeting to discuss issues pertaining to the overall management of the Contract (the frequency of these meetings will be reviewed within the first quarter of services commencing).
- 1.1.6. Unless otherwise advised by the Department, local management meetings will be held on Site.
- 1.1.7. The Service Provider is required to participate in, and action agreed items resulting from all meetings, consultative committees and forums at the request of the Department.
- 1.1.8. In certain situations, and particularly at the local management level of governance, the Service Provider may be required to chair and lead a meeting.
- 1.1.9. The Service Provider is required to provide updates, reports and briefings for meetings, consultative committees and forums at the request of the Department. These meetings may be held locally or at the Department's National office in Canberra and the frequency will be agreed between the parties.
- 1.1.10. The Service Provider with the Department, the Nauruan government and communities will 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.
- 1.1.11. The Department will take a lead role in the development and implementation of any community consultations or meetings.

## **2. Guidelines, Policies and Procedures, and Management Plans**

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- 2.1.1. The Service Provider must, in collaboration with other relevant service providers, develop Guidelines (Guidelines). The Service Provider's contribution to the Guidelines shall be limited to only such matters as are relevant to the scope of services being provided by the Service Provider under this Contract.
- 2.1.2. The Service Provider must provide a draft version of its contribution to the Guidelines to the Department for review.
- 2.1.3. The Service Provider must amend its draft section of the Guidelines (as directed by the Department) and provide the amended/updated version to the Department within two weeks of receipt of the feedback.
- 2.1.4. The Service Provider must ensure that its Personnel receive timely and adequate training and/or information about the Guidelines.
- 2.1.5. The Service Provider must (in conjunction with other relevant service providers) complete a review of the Guidelines upon each 12-month anniversary of the Execution Date of this Contract.
- 2.1.6. The Service Provider must develop and implement clear and consistent policies and procedures that support the delivery of Services to Residents and Refugees and set out operational guidelines governing best practice and delivery methods for all aspects of service delivery.
- 2.1.7. A Policy and Procedures Manual in respect to the Services must be developed and implemented within three (3) months after the Commencement Date, and should be updated every six (6) months over the life of the Contract, and made available to the Department on request.
- 2.1.8. At a minimum, the following issues must be included in the Policy and Procedures Manual in respect to the Services:
  - a) decision making and communication protocols, especially when dealing with other service providers including a dispute resolution process;
  - b) communication with Residents and Refugees including the use of bi-lingual and bi-cultural workers, interpreters, and provision of information in a language understood by the Refugees;
  - c) critical and significant incidents response, recording and reporting;
  - d) stakeholder, Resident and Refugee complaints and grievances management;
  - e) personnel management including health, safety and misconduct;
  - f) record keeping, including the collection and protection of personal Resident and Refugee information; and
  - g) any other policies and procedures detailed in this Schedule.
- 2.1.9. The Policy and Procedures Manual must also include any other strategies, plans and procedures as detailed in this Schedule.

2.1.10. The Service Provider must adhere to policies and procedures developed and implemented by the Department which govern the operation of the Contract and service delivery arrangements.

### **3. Business Services**

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#### **3.1 Cooperation and collaboration**

- 3.1.1. The Service Provider must liaise and at all times work co-operatively with the Department, GoN and other contracted service providers to ensure the delivery of continuous, coordinated, efficient, effective and safe services to Residents and Refugees and to avoid the duplication of services.
- 3.1.2. The Service Provider must be aware of other support services available in Nauru as notified by the Department from time to time and where required link Residents and Refugees with these services.

#### **3.2 The Department's roles and responsibilities**

- 3.2.1. The Department's National Office has responsibility for the coordination and contract management of the Services, policy guidance and oversight, and any ministerial and parliamentary reporting.
- 3.2.2. Responsibility for the day-to-day management of the Services including the referral of clients and liaising with Service Provider staff to address concerns and resolve day-to-day issues will be undertaken by the Department's Team in Nauru.
- 3.2.3. The Department's Service Delivery team in Nauru will conduct regular meetings with the Service Provider to discuss service delivery issues, provide feedback on performance and to monitor progress against service objectives.

#### **3.3 Transition-in Plan**

3.3.1. The Service Provider must provide the Department with a draft Transition Plan no later than two (2) days after the Execution Date. The Service Provider must finalise the Transition Plan (subject to addressing any comments provided by the Department) no later than four (4) days after the Execution Date.

- 3.3.1.1. The Transition In Plan must include detail in respect of the capital improvements that will be undertaken during Transition, including:
  - (a) Radio infrastructure upgrades (including radio cores, repeaters, backup supplies and server); and
  - (b) Upgrade of handsets and supporting technology (including charging docks, batteries, dispatcher unites and base stations).

3.3.2. The Service Provider must implement the Transition Plan no later than five (5) days after the Execution Date and must perform all activities required to ensure it is ready to provide Services in accordance with this Contract on and from the Commencement Date.

3.3.3. The Service Provider must commence the provision of Services on the Commencement Date.

#### **4. Work Health and Safety**

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##### **4.1. General**

4.1.1. The Service Provider is required to:

- a) develop and implement a work health and safety (WHS) plan for all Sites in consultation with the GoN and the Department;
- b) comply with all applicable Laws for WHS, which include for the avoidance of doubt the *Work Health and Safety legislation*, regulations and codes of practice as well as any applicable local laws and, where there is any conflict, comply with the highest standard;
- c) establish a WHS committee to oversee compliance with WHS requirements for the site as a whole - representation from other service providers is encouraged;
- d) ensure the plan is submitted to the Department and any feedback incorporated; and
- e) participate, with other service providers, in the WHS committee to oversee compliance with WHS requirements for the Sites as a whole.

4.1.2. An interim WHS plan must be in place within 14 days of execution of the Contract. A more detailed WHS plan must be developed and implemented within six weeks of the Contract Commencement Date.

4.1.3. The Service Provider is required to comply with the interim WHS plan until the more detailed WHS plan has been developed and approved by the Department.

##### **4.2. Safety precautions in performing the Services**

4.2.1. The Service Provider is required to take all reasonable steps to ensure all people within the Sites 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 Service Provider is required to provide appropriate employment assistance programmes for all Personnel, where appropriate. The Service Provider 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 Service Provider must take all reasonable steps and work with the other service providers to ensure that:

- a) Residents, visitors and Personnel are not exposed to hazardous chemicals; and
- b) the material safety data sheets of all chemicals used in the delivery of Services are readily available in case of emergency to be available within 28 days of the Commencement Date of the Contract.

4.3.2. For the purposes of this section, hazardous chemicals have the meaning given in the *Work Health and Safety legislation*.

## **4. Human Resource Management**

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### **4.1 Qualifications, skills, registration and insurance requirements for Personnel**

4.1.1. The Service Provider must ensure that:

- a) all Services are undertaken by suitably trained, qualified and, where required, licensed, registered and insured Service Provider Personnel; and
- b) sufficient personnel are appointed with the necessary and appropriate skills, training and experience to deliver the Services. Service Provider Personnel must have a sound understanding of Resident and Refugee issues and the ability to respond flexibly and in a culturally sensitive manner; and
- c) the Service Provider will need to determine appropriate staff ratios and recruit staff incrementally as needed and agreed by the Department.

### **4.2 Staff records**

4.2.1. The Service Provider must maintain and update staff records for all Personnel who are employed and hold a role under the Contract and whose principal place of work is Nauru.

4.2.2. The staff record must include:

- a) personal contact details including phone number, residential address, email and emergency contact details; and
- b) expiry date of the person's professional registration details and background checks relevant to the Contract.

4.2.3. Where an individual staff member is disciplined for behaviour or performance related matters relating to the Settlement Support Services, the Service Provider must provide a written report to the Department detailing the matter, and any disciplinary actions taken.

### **4.3 Service Provider Personnel**

4.3.1. The Service Provider is responsible for ensuring that the Personnel levels at each Site are adequate to deliver the Services.

4.3.2. The Service Provider must engage with the local community to employ local personnel or subcontract local businesses who meet the requirements of this Statement of Work. The following levels of local personnel should be maintained as a minimum:

<i>Service</i>	<i>Percentage</i>
Security (including other service providers directly engaged by the Government of Nauru)	45%

Cleaning	75%
Gardening	75%
Catering	50%

On-Site Facility Managers – The service provider will indicate the resourcing structure and provision of full-time On-Island resources

**Specified Personnel**

- 4.3.3. Where local capacity exists, the Service Provider is required to utilise this capacity as far as possible.
- 4.3.4. The Service Provider must respond to all Departmental, Commonwealth Parliamentary, third party and public requests for information and scrutiny in relation to its provision of Services.
- 4.3.5. The Service Provider must employ the following resources to undertake services as described below:

Focus Area	Position	Key Deliverable
ImmiQuery Reporting and Analysis	Commercial Manager	<p>Liaise closely with the Department’s Services Management Branch to develop an index of regular reports and briefs that would support the development of Ministerial, Senate Estimates and routine reporting.</p> <p>Complete the abovementioned reports and briefings to ensure complete, accurate and up to date information is available to the Department as per the index and at the regular intervals.</p> <p>Manage all scheduled and regular reporting activity</p>
ImmiQuery – Requests for Information	ImmiQuery Coordinator	<p>Manage all ad hoc reporting requests;</p> <p>Work closely with the Department’s Services Management Branch on all issues and requests as required.</p> <p>Increase the Service Provider’s capacity to respond to requests for information in a complete and timely manner.</p> <p>Attend the weekly Service Delivery teleconference; taking minutes and</p>

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		administering the Open Request Register as provided by the Department.
ImmiQuery – Requests for Information	ImmiQuery Administrator	<p>Designated point of contact for all requests received from RPC Service Delivery team and Departmental areas.</p> <p>Coordinate responses to all RFIs including tracking and providing the Department with updates, reporting and estimated delivery times.</p> <p>Attend the weekly Service Delivery Teleconference; taking minutes and administering the Open Request Register as provided by the Department.</p> <p>Additional capacity to manage and close out Department requests for information.</p>
Data collection, analysis and management	Information Administrator	<p>Provide timely and up to date analysis on key data sets including trend analysis, period analysis (including incident, complaints and requests etc)</p> <p>Coordinate the Service Provider data repository to inform all data requests including Senate Estimates</p>
Freedom of Information Requests (FOI)	FOI Coordinator	<p>Designated resource to manage the FOI process from start to finish liaising directly with the Department's Service Management Branch, Special Projects and FOI Section.</p> <p>Manage and process all FOI requests received by the Service Provider including:</p> <ul style="list-style-type: none"> <li>○ Receipt of request</li> <li>○ Collection of data (including across all systems, subcontractors)</li> <li>○ Review and assessment of the information collected</li> <li>○ Preparation of response documents and letters; and</li> </ul> <p>Provision of information to the Department.</p>
Offshore Scrutiny	Scrutiny Coordinator	Liaise with the Department's Strategy, Scrutiny and Compliance team to develop and establish the relevant scrutiny, strategy and compliance



		<p>frameworks and proactively manage the increasing levels of scrutiny and compliance.</p> <p>Project manage all scrutiny, strategy and compliance requirements including:</p> <ul style="list-style-type: none"> <li>○ Meeting with the Department to establish coordinated approaches and project plans to any audits, third party visits, reports, external reviews etc</li> <li>○ Project manage any audits, third party visits, reports external reviews etc. as required.</li> <li>○ Prepare all responses to external reviews and audits service delivery for example the Ombudsman and International Committee of Red Cross (ICRC) responses.</li> <li>○ Close out all audits and actions with the Department including lessons learned and track ongoing requirements in the future</li> <li>○ Develop all formal correspondence and filing in accordance with the Service Provider's and the Department's required data management systems.</li> </ul> <ul style="list-style-type: none"> <li>- Prepare all responses to RFIs from the Department's internal scrutiny reviews and audits services delivery</li> <li>- Provide regular reporting on the implementation of recommendations and continuous improvement programs service delivery.</li> </ul>
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**5. Project Management**

**5.1 Project Management**

5.1.1. The Service Provider must undertake project management Services using the following resources:

- i. Project Manager – Nauru (Australian based)
- ii. Project Administrator (Australian based).

5.1.2. The Service Provider 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 available and required by local law taking into account the nature of their involvement in the Services, such check or certificate;
- iii. are considered suitable by the Department having regard to any issues identified in an Australian Federal Police background check and brought to the attention of the Department;
- iv. undergo induction and orientation training that complies with the Department requirements when commencing employment with the Service Provider or starting work in relation to the Services;
- v. are appropriately skilled, trained and qualified to provide the Services described in this Statement of Work;
- 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 the Department upon request at any time during the term of this Contract; and
- viii. will be subject to internal disciplinary processes.

## **5.2 Service Provider Personnel Medical Screening & Immunisation**

5.2.1. The Service Provider must ensure all personnel including any subcontractors have appropriate pre-deployment medical screening as a condition of their employment consistent with industry standards prior to their initial deployment to Nauru. This includes other vaccines as specified by the Department that are also available. All costs related to pre-deployment health checks are agreed Pass-Through Costs.

## **5.3 Service Provider Personnel Mental Health Training**

5.3.1. The Service Provider must develop and implement a training programme for its Personnel and Australian-based Subcontractors that addresses the Department's Psychological Support Program policy (PSP) and any other mental health and wellbeing policy (as notified by the Department from time to time).

- 5.3.2. The Service Provider must ensure that the training programme for the PSP and other mental health and wellbeing policy reflects amendments to the respective policy as notified by the Department.
- 5.3.3. The Service Provider must ensure its Personnel and Australian-based Subcontractors complete PSP training programme prior to initial deployment to Nauru.
- 5.3.4. The Service Provider must (if directed by the Department) participate in any quality assurance and/or evaluation activity that relates to the Service Provider's training programme for the PSP and other mental health and wellbeing policy.



## **Australian Government**

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### **Department of Immigration and Border Protection**

# **GARRISON AND WELFARE SERVICES IN NAURU CONTRACT**

## **SCHEDULE 2 FEES AND PAYMENTS**

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**1. SERVICE FEE**

1.1 The Department will pay the Garrison and Welfare Services Provider (Service Provider) for the provision of the Services, a Services Fee calculated monthly from the Commencement Date. The Service Fee is an inclusive fee for the provision of all Services as required under Schedule 1 of the Contract (Statement of Work) and will be determined in accordance with the following formula:

1.2 Services Fee =

s47



1.3 The Department will also pay the Service Provider a Transition-In Fee determined in accordance with clause 11.

1.4 The Service Provider is not entitled to any other payments in relation to the delivery of the Services.

1.5 If the Department extends this Contract in accordance with clause 2.4.2 of Contract the Service Provider may submit a proposal to adjust the relevant fees within the Service Fee. The Department and the Service Provider will negotiate and finalise (in good faith) the adjustment to the relevant fees prior to the commencement date of the extension of the Term. This adjustment will be based upon the following principles:

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- (a) subject to clause 1.5(b) below, the Service Fee will be adjusted for the annual change in Australian All Groups CPI to the most recent quarter available (as per the Australian Bureau of Statistics) as at the anniversary of the Contract; and
- (b) an adjustment to account for any change in the cost of insurances, where supported by substantiated evidence of market testing.

1.6 All prices in this schedule are stated GST exclusive. Unless otherwise expressly stated in this schedule, all prices and financial figures are exclusive of GST.

## **2. DEMAND PREDICTOR**

2.1 A 'Demand Predictor' will be used by the Department to forecast volumes (eg Resident numbers) relevant to the various bandings utilised in this Schedule 2 – Fees and Payments.

2.2 Except as provided in clause 2.7, the Department will provide the forecast to the Service Provider in writing in the last week of every month, covering the following three months. For example, the forecast issued in the last week of November will predict volumes for December, January and February.

2.3 The second month of each forecast will be used as the forecast value (FV) input to determine the Welfare Services Fees, Additional Welfare Services Fees, Garrison Services Fees, Personnel Accommodation Fees, Settlement Refugee Services Fees and Corporate Overhead Fees as outlined in this Schedule. Except as provided in clause 2.7, the second month of each forecast will also fix the Service Provider's minimum recovery of overhead and other monies under this Schedule 2 ('Minimum Monies').

2.4 The Service Provider's entitlement under this Schedule 2 will be calculated on a daily basis for each month, in arrears, as the greater of:

- a. the fees calculated by reference to actual volumes; and
- b. the Minimum Monies.

2.5 The Demand Predictor is supplied to the Service Provider to also assist it in estimating its required staffing resources (noting that this is at the risk of the Service Provider).

2.6 At or around the Execution Date, the Department will provide the forecast to the Service Provider in writing for the month of November 2017 and December 2017 to determine the Minimum Monies for those months, and will also provide the forecast for January 2018.

## **3. WELFARE SERVICES FEE (WF)**

3.1 Unless covered by an alternative fee as described in this Schedule, the Welfare Services Fee represents the fee for providing all Welfare Services as per Part 2 (RPC Resident Welfare Services) of Schedule 1 of the Contract (Statement of Work).

3.2 The Welfare Services Fee (WF) will be the higher of the fee as determined by the Demand Predictor ( $DP_{WF}$ ), determined in accordance with clause 3.3 of this Schedule and the Welfare Services Fee ( $WS_{WF}$ ), determined in accordance with clause 3.4 of this Schedule.

s47

3.3

3.4



If the number of Residents moves between capacity bands throughout the course of the month, the monthly fee will be applied on a pro-rata basis.

**Table 1 - Welfare Services**

<b>Resident Volume Band</b>	<b>Fixed \$/month GST exc.</b>
<b>0</b>	s47
<b>1 - 100</b>	
<b>101 - 200</b>	
<b>201 - 400</b>	
<b>401 - 800</b>	
<b>801 - 1000</b>	
<b>1001 - 1200</b>	
<b>1201 - 1400</b>	
<b>1401 - 1600</b>	
<b>1601 - 1800</b>	
<b>1801 - 2000</b>	
<b>2001 - 2200</b>	
<b>2201 - 2400</b>	
<b>2401 - 2600</b>	
<b>2601 - 2800</b>	
<b>2801 - 3000</b>	
<b>3001 - 3200</b>	

**4. ADDITIONAL WELFARE SERVICES FEE (AWF)**

4.1 The Additional Welfare Services Fee represents the fee for Services as specified in Part 3 (Children, Young People and Families) of Schedule 1 (Statement of Work).

4.2 The Additional Welfare Services Fee (AWF) is based on the daily number of Residents in a family unit (including Minors) residing in the RPCs. The daily band is determined by the

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number of Residents in a family unit (including Minors) at each RPC per day in accordance with the following tables.

- 4.3 If the number of Residents in a family unit residing the RPCs moves between capacity bands throughout the course of the month, the monthly fee will be applied on a pro-rata basis.
- 4.4 The AWF is otherwise to be calculated in the same manner as the s47 (refer clause 3.4 above).

**Table 2 - Additional Family Services – Welfare**

Residents in a family unit	Fixed \$/month GST exc.
0 - 50	s47
51 - 100	
101 - 180	
181 - 260	
261 - 340	
341 - 420	
421 - 491	

**Table 3 - Additional Family Services – Education and Recreation**

Residents in a family unit	Fixed \$/month GST exc.
0 - 50	s47
51 - 100	
101 - 180	
181 - 260	
261 - 340	
341 - 420	
421 - 491	

**4.5 Welfare Services Additional Fees**

- (a) The Service Provider is also entitled to an Activity Fee for providing Settlement Baby Care, as per Clause 3.2.1 of Part 3 of Schedule 1 - Statement of Work.
- (b) The Welfare Services Activity Fee is payable monthly for each infant receiving the relevant services and care in a given month. The table below details each of the relevant Activity Fees payable:

**Table 4 – Welfare Services Activity Fees**

Activity Fee	Fee (\$GST exc.) per Infant per month
Settlement Baby Care	s47



- (c) The Service Provider will receive an additional fee for the provision of Infant Formula and Nappies as per clause 3.2.2 of Part 3 of Schedule 1 - Statement of Work, provided that the Department has not directed the Service Provider to cease these services (in accordance with clause 3.2.2 of Part 3 of Schedule 1). The relevant fee payable will be in accordance with the table below, noting the Department's expectation that this fee will reduce over time.

**Table 5 – Welfare Services Additional Fees**

Activity Fee	Fee (\$GST exc.) per month
Infant Formula and Nappies	s47

**5. GARRISON SERVICES FEE (GF)**

- 5.1 Unless covered by an alternative fee as described in this Schedule, the Garrison Services Fee represents the fee for providing all Garrison services as per Part 4 (RPC Garrison Services) of Schedule 1 of the Contract (Statement of Work).
- 5.2 The Garrison Services Fee (GF) will be the higher of the fee as determined by the Demand Predictor (DP<sub>GF</sub>), determined in accordance with clause 5.3 of this Schedule and the Welfare Services Fee (GS<sub>GF</sub>), determined in accordance with clause 5.4 of this Schedule.

5.3

5.4

5.5

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**Table 6 - Garrison Services**

<b>Resident Volume Band</b>	<b>Fixed \$/month GST exc.</b>
<b>0</b>	s47
<b>1 - 100</b>	
<b>101 - 200</b>	
<b>201 - 400</b>	
<b>401 - 800</b>	
<b>801 - 1000</b>	
<b>1001 - 1200</b>	
<b>1201 - 1400</b>	
<b>1401 - 1600</b>	
<b>1601 - 1800</b>	
<b>1801 - 2000</b>	
<b>2001 - 2200</b>	
<b>2201 - 2400</b>	
<b>2401 - 2600</b>	
<b>2601 - 2800</b>	
<b>2801 - 3000</b>	
<b>3001 - 3200</b>	

**6. PERSONNEL ACCOMMODATION SERVICES FEE (PAF)**

- 6.1 The PAF is the aggregate of the fixed and variable fee components associated with each individual Personnel Accommodation Block<sub>a-n</sub> (noted in the table in clause 6.3 below) for each Personnel Accommodation Site (noted in Clause 7 of Part 4 (RPC Garrison Services) of Schedule 1 of the Contract (Statement of Work)).
- 6.2 Unless covered by an alternative fee as described in this Schedule, the PAF represents the fee for providing garrison services at Personnel Accommodation Sites, as per Schedule 1 of the Contract (Statement of Work).

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6.3 The Personnel Accommodation Blocks and room numbers are as per the table below:

**Table 7 – Personnel Accommodation Blocks<sup>a-n</sup>**

<b>Location</b>	<b>Rooms</b>	<b>Beds</b>
<b>Anibare Village</b>		
Block A	20	40
Block B	20	40
Block C	20	40
Block D	20	40
Block E	16	32
Block F	16	32
Block G	20	40
Block H	20	40
<b><i>TOTAL – Anibare Village</i></b>	<b><i>152</i></b>	<b><i>304</i></b>
<b>RPC 1</b>		
Block A	44	88
Block B	44	88
Block C	28	56
Block D	16	32
Block E	44	88
Block F	44	88
Block G	44	88
Block H	44	88
Block I	44	88
Block J	44	88
Block L	29	58
<b><i>TOTAL – RPC 1</i></b>	<b><i>425</i></b>	<b><i>850</i></b>

6.4 The PAF is based on fixed and variable components and calculated in accordance with the following principles:

- (i) The Department will determine whether a Personnel Accommodation Block is deemed to be “online” or “offline” (this excludes temporary requirements to make a room or building offline to support maintenance).
- (ii) Each determination will be for the entirety of a Personnel Accommodation Block. For the avoidance of doubt, an entire Block will be deemed “online” or “offline”. No determination can be made in respect of individual rooms.
- (iii) The determined status for a Personnel Accommodation Block will be communicated by the Department in the month prior to the reporting period and, for the purposes of calculating the PAF, will be for an entire calendar month.
- (iv) The Service Provider must not bring a Block “online” to accommodate Personnel unless directed by the Department and the Service Provider can demonstrate that there is a reasonable long term requirement for bringing the Block “online”.

## 6.5 Personnel Accommodation Services Fee – Fixed Component

- (a) For each Personnel Accommodation Site, the Fixed Component of the PAF will be calculated as the aggregate of each individual fixed cost for Personnel Accommodation Block<sub>a-n</sub>:
- (i) the fixed room rate per room for the site multiplied by the number of rooms in the Block *less*;
  - (ii) any credit received for offline rooms calculated as the offline room rate for the Block multiplied by the number of rooms “offline” in the Block.
- (b) The rates for the fixed components of the PAF are detailed in the table below:

**Table 8 – Personnel Accommodation Services Fee – Fixed component fee rates  
(\$AUD per room per month, GST exclusive)**

Site	Online Site Fixed Fee (per room per month)	Offline Credit (per room per month)
Anibare Village (All Blocks)	\$47	
RPC 1 (All Blocks)		

## 6.6 Personnel Accommodation Services Fee – Variable Component

- (a) For each Personnel Accommodation Block, the Variable Component of the PAF will be calculated as the aggregate of each individual variable cost for Personnel Accommodation Block<sub>a-n</sub> as per the following cost categories:
- (i) *Occupancy Fee* – this fee is payable on a per room per night basis for each room that is occupied;
  - (ii) *Multiple Occupancy Fee* – this fee is payable on a per room per night basis for each room that is occupied by more than one person. This fee is payable in addition to the *Occupancy Fee*;
  - (iii) *Casual Meals Fee* – this fee is payable for each casual meal consumed by persons at the Personnel Accommodation Sites;
  - (iv) *Demobilisation Fee* – this fee is a one-off fee payable on a per room basis each time a room is demobilised and made ‘offline’; and
  - (v) *Mobilisation Fee* – this fee is a one-off fee payable on a per room basis each time a room is mobilised and made ‘online’.

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(b) The rates for the variable component of the PAF are detailed in the table below:

**Table 9 – Personnel Accommodation Services Fee – Variable Component fee rates  
(\$AUD, GST exclusive)**

Variable Component	Unit	Unit rate
Occupancy Fee	per room per night	s47
Multiple Occupancy Fee	per room per night	
Casual Meals Fee	per meal	
Demobilisation Fee	for each room demobilised	
Mobilisation Fee	for each room mobilised	

**7. SETTLEMENT REFUGEE SERVICES FEES (SRF)**

7.1 Unless covered by an alternative fee as described in this Schedule, the Settlement Refugee Services Fee represents the fee for providing all Settlement Refugee services as per Part 5 (Settlement Welfare Services) of Schedule 1 of the Contract (Statement of Work).

7.2 The Settlement Refugee Services Fee (SRF) has the following components:

- (a) a fixed banded component for Settlement Refugee Services (SRF<sub>banded</sub>);
- (b) a fixed unbanded component for Anuijo (SRF<sub>unbanded</sub>); and
- (c) a fixed unbanded component for Additional Facilities (AFF<sub>unbanded</sub>), as required.

7.3 The fixed banded component (SRF<sub>banded</sub>) of the Settlement Refugee Services Fee from Table 6 of this Schedule (based on the actual number of Refugees residing in the Settlement Sites) is divided by the number of days in the relevant month (e.g. 31 for December) and then multiplied by the actual number of days the Services were provided in the month. If the number of Refugees residing in the Settlement Sites moves between capacity bands throughout the course of the month, the SRF<sub>banded</sub> will be applied on a pro-rata basis.

**Table 10 – Settlement Refugee Services Fees (SRF<sub>banded</sub>)**

Refugees residing in Settlement Sites Volume Band	Fixed \$/month GST exc.
0	s47
1 - 120	
121 - 240	
241 - 360	
361 - 480	
481 - 600	
601 - 720	
721 - 840	
841 - 960	
961 - 1080	
1081 - 1200	

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7.4 The fixed unbanded component is determined in accordance with the following table.

**Table 11 – Settlement Refugee Services Fees (SRF<sub>unbanded</sub>)**

	Fixed \$/month GST exc.
Unbanded Component (for Anuijo)	s47

7.5 If the Department requests a New Other Site the Additional Facility Fee determined in accordance with the following table will be charged for each New Other Site.

**Table 12 – Additional Facility Fee (AFF<sub>unbanded</sub>)**

	Fixed \$/month GST exc.
Additional Facility Fee	s47

**8. SETTLEMENT SUPPORT SERVICES FEES (SSF)**

- 8.1 Unless covered by an alternative fee as described in this Schedule 2, the Settlement Support Service Fee represents the fee for providing all Settlement Support Services as specified in Part 5 (Settlement Welfare Services) and Part 6 (Settlement Garrison Services) in Schedule 1 (Statement of Work).
- 8.2 The Settlement Support Service Fee is linked to capacity bands aligned to the number of Refugees residing in the local Nauruan community. Residents are excluded from the capacity band headcount in determining the Settlement Support Services Fee.
- 8.3 In accordance with clause 2.21 (Level of Servicing) of Part 5 (Settlement Welfare Services) of Schedule 1 (Statement of Work), the Department may direct the Service Provider to deliver the Settlement Support Services in accordance with Level 1 Servicing Requirements or Level 2 Servicing Requirements.
- 8.4 The Settlement Support Service Fees (SSF) for Level 1 Servicing Requirements and Level 2 Servicing Requirements are included in the table below.

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8.5 The Settlement Support Services Fees (SSF) will be the higher of the fee as determined in accordance with clause 8.5 of this Schedule (SSF<sub>FV</sub>) and the fee determined in accordance with clause 8.6 of this Schedule (SSF<sub>AV</sub>).

**Table 13 – Settlement Support Services Fees**

Refugees Living in the Community Volume Band	Level 1 Servicing Requirements Fixed \$/month GST exc.	Level 2 Servicing Requirements Fixed \$/month GST exc.
1 - 120	\$47	
121 - 240		
241 - 360		
361 - 480		
481 - 600		
601 - 720		
721 - 840		
841 - 960		
961 - 1080		
1081 - 1200		
1201 - 1350		
1351 - 1500		

- (a) In calculating actual Refugee numbers under clause 8.5, Refugees or Residents who have been included in the determination of the relevant Resident capacity bands for the Welfare Services Fees, Additional Welfare Services Fees, Garrison Services Fees, Personnel Accommodation Fees, Settlement Refugee Services Fees and Corporate Overhead Fees will be excluded from the calculation of the Refugee capacity band (e.g. the Service Provider will not be paid twice for the same individual under different fees). This exclusion will not apply if the Service Provider provides the Department with substantiated evidence (to the satisfaction of the Department) demonstrating that Service Provider Personnel cannot be reassigned or transferred from the RPC to deliver the Settlement Support Services outlined in Schedule 1 (Statement of Work).

8.6 **SSF<sub>FV</sub>**

SSF<sub>FV</sub> = the relevant fixed monthly fee from Table 9 of this Schedule (based on the forecast volume of Refugees residing in the community as outlined in clause 8.6 (a) of this Schedule), divided by the number of days in the relevant month (e.g. 31 for December) and then multiplied by the actual number of days the Services were provided in the month.

- (a) The forecast volume of Refugee residing in the community for a given month will be determined, based on the actual number of Refugees residing in the local Nauruan community on the relevant reference date. The table below details the reference dates in relation to each month the Settlement Support Services are to be delivered:

**Table 14 – Settlement Support Services Fees Capacity Band Months**

Reference Date	Month of banding to be determined
31 October 2017	November 2017

Reference Date	Month of banding to be determined
31 October 2017	December 2017
30 November 2017	January 2018
31 December 2017	February 2018
31 January 2018	March 2018
28 February 2018	April 2018
31 March 2018	May 2018
30 April 2018	June 2018
31 May 2018	July 2018
30 June 2018	August 2018
31 July 2018	September 2018
31 August 2018	October 2018

8.7 s47



**9. CORPORATE OVERHEAD FEE (OF)**

9.1 The Corporate Overhead Fee is a monthly fee linked to capacity bands based on the number of Residents on island as determined by the following table.

9.2 The Corporate Overhead Fee (OF) will be the higher of the fee as determined by the Demand Predictor (DP<sub>OF</sub>), determined in accordance with clause 9.3 of this Schedule and the Corporate Overhead Services Fee (CO<sub>OF</sub>), determined in accordance with clause 9.4 of this Schedule.

9.3 s47



9.4

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**Table 15 – Corporate Overhead Fee**

<b>Resident Volume Band</b>	<b>Fixed \$/month GST exc.</b>
<b>0</b>	\$47
<b>1 - 100</b>	
<b>101 - 200</b>	
<b>201 - 400</b>	
<b>401 - 800</b>	
<b>801 - 1000</b>	
<b>1001 - 1200</b>	
<b>1201 - 1400</b>	
<b>1401 - 1600</b>	
<b>1601 - 1800</b>	
<b>1801 - 2000</b>	
<b>2001 - 2200</b>	
<b>2201 - 2400</b>	
<b>2401 - 2600</b>	

9.5 The Additional Corporate Overhead Fee is a fixed monthly fee as determined by the following table.

**Table 16 – Additional Corporate Overhead Fee**

<b>Resources</b>	<b>Fixed \$/month GST exc.</b>
Additional Commercial Resources	\$47
Project Management Resources	

9.6 The Corporate Overhead Fee includes the following:

- (a) Management support;
- (b) Financial and administrative support;
- (c) Recruitment services;
- (d) Retaining staff including onshore training, induction and familiarisation;
- (e) Occupational Health and Safety support including policies and procedures;
- (f) Environmental management support including policies and procedures;
- (g) End-to-end logistics and procurement support, being inclusive of Australian based and offshore services;
- (h) Mobilisation/demobilisation of resources personnel to provide the Services;
- (i) Governance and reporting;
- (j) Briefing the Department in relation to its management of media;
- (k) Insurance;

- (l) Domestic and international travel;
- (m) Attendance at meetings with the Department;
- (n) Audit and compliance; and
- (o) All proposed mark-up fees for Pass-Through Costs.

**10. TRANSITION-OUT FEE (TOF)**

10.1 The Transition-Out Fee (TOF) is fixed, reflecting the fee payable for transition out activities in line with the Department’s direction.

**Table 17 – Transition-Out Fee**

<b>Transition Out Fees</b>	
Transition-Out Fixed Fee (GST Exc)	s47
Adjustment for Stock	(TBC in accordance with clause 10.3)

10.2 The Transition-Out Fee will only be paid in the event that the Service Provider is not successful in future contracts (if any). If the Service Provider is successful in the subsequent contract, the Transition-Out fee will be zero.

10.3 *Adjustment for Stock*

- (a) Upon the commencement of the Services, the Service Provider will arrange for the stock on hand to be independently audited in order to determine the value of the stock (Value of the Stock), noting that the maximum value of stock shall not exceed s47. A copy of this audit report is to be provided to the Department within 30 days of the Commencement Date.
- (b) The value of the Transition Out Fee will be reduced by the Value of the Stock, as determined under Clause 10.3(a), unless an alternative method of applying the credit is agreed by the Department and the Service Provider.

**11. TRANSITION-IN FEE**

11.1 The Transition-In Fee paid during transition for the provision of Transition-In activities is in accordance with the following table.

**Table 18 – Transition-In Fee**

<b>Transition-In Fees</b>	
Total Transition-In Fixed Fee (GST Exc)	s47
<i>Components of the Transition-In Fixed Fee</i>	
<b>At or around the Execution Date</b>	s47
<b>1 November 2017</b>	

11.2 The Transition-In Fee will be paid when the Service Provider has received a Certificate of Attainment from the Department in respect of the relevant Milestones.

- 11.3 The Transition-In Fee covers all Transition-In related costs.
- 11.4 The Transition In Fee includes a provision of s47 [REDACTED] for the cost of insurances. The Service Provider may seek reimbursement for any amendment to the final actual cost of insurances within 14 days of the Commencement Date, where supported by substantiated evidence to the Department's satisfaction.
- 11.5 The Transition In Fee includes s47 [REDACTED] for the costs of transferring staff from Broadspectrum Pty Ltd (which is the Department's incumbent service provider for performing services on Nauru similar to the Services at the Execution Date) to the Service Provider (including costs associated with the accrual of redundancy and other leave provisions).
- (a) For the avoidance of doubt, unless the Contract is terminated or its scope is reduced in accordance with clause 15.1 of the Contract, the Service Provider is not entitled to receive any other reimbursement for redundancy costs, including any further costs associated with Personnel previously employed by the incumbent service provider or costs associated with the Service Provider's other Personnel.

## 12. PERFORMANCE LINKED FEE (PLF)

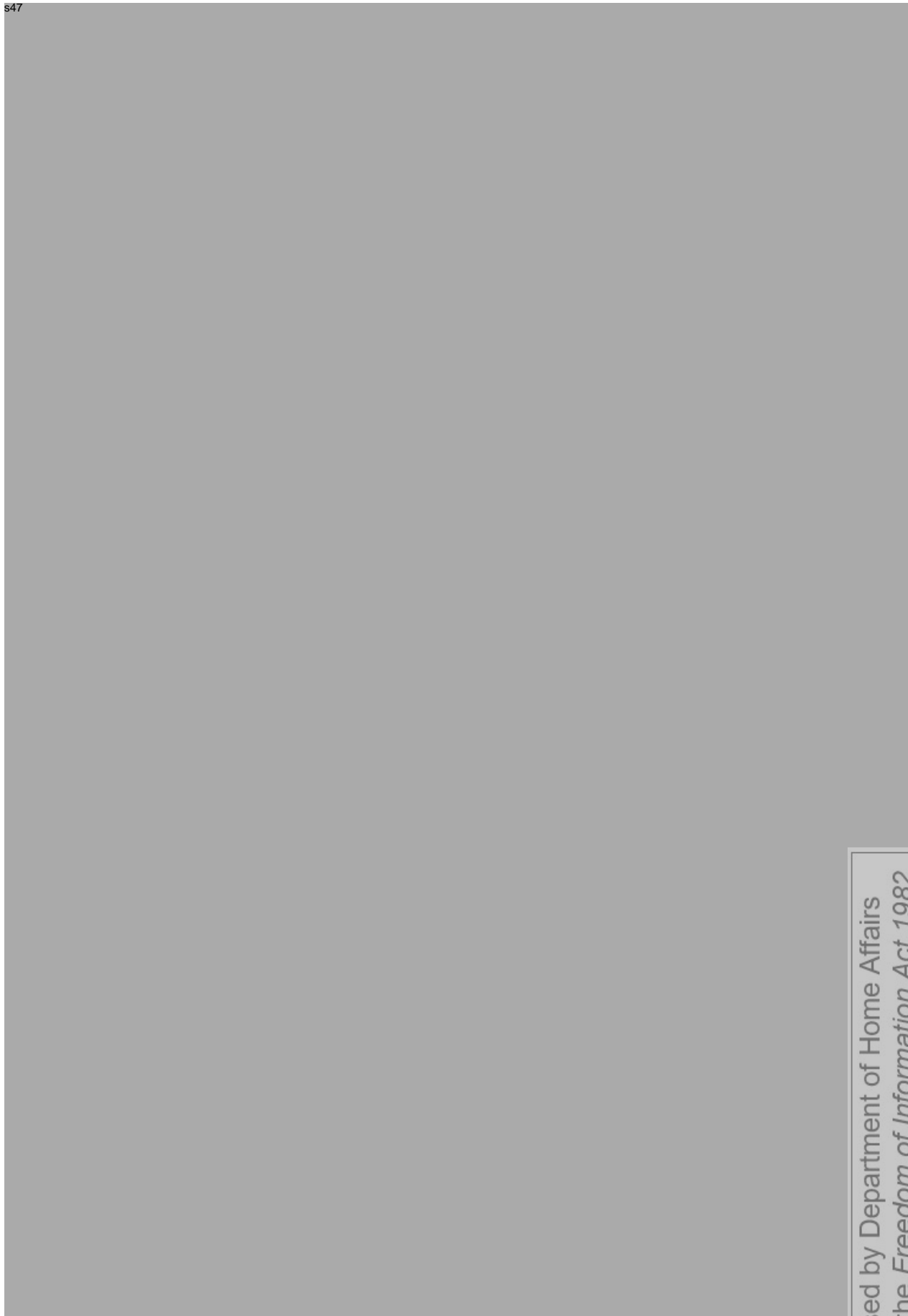
- 12.1 The Performance Linked Fee comprises the total financial amount put at risk by the Service Provider for any Financial Abatement for Performance Failures for which the Service Provider may be liable under Schedule 6 in any month.
- 12.2 The maximum Performance Linked Fee at risk for each month in relation to Residents and Refugees is specified in Appendix 1 (Monthly Value at Risk) and is the sum calculated at the applicable Resident Band and Refugee Band for the relevant month.
- (a) The maximum Performance Linked Fee put at risk for each month in relation to Refugees (who are not Residents) is provided in Schedule 2 - Fees and Payments – Appendix 1 (Monthly Value at Risk), calculated at the applicable Refugee Band for the relevant month.
- 12.3 If the number of Residents and/or Refugees fluctuates between bands throughout the course of the month for a Site, for which the Service Provider is determined to be liable under the Contract for any Financial Abatement for Performance Failures, the Performance Linked Fee for that month will be calculated on a pro-rata basis based on the number of calendar days in that month as relevant to each Site.

## 13. MEDICAL TRANSFER FEES – NOT USED

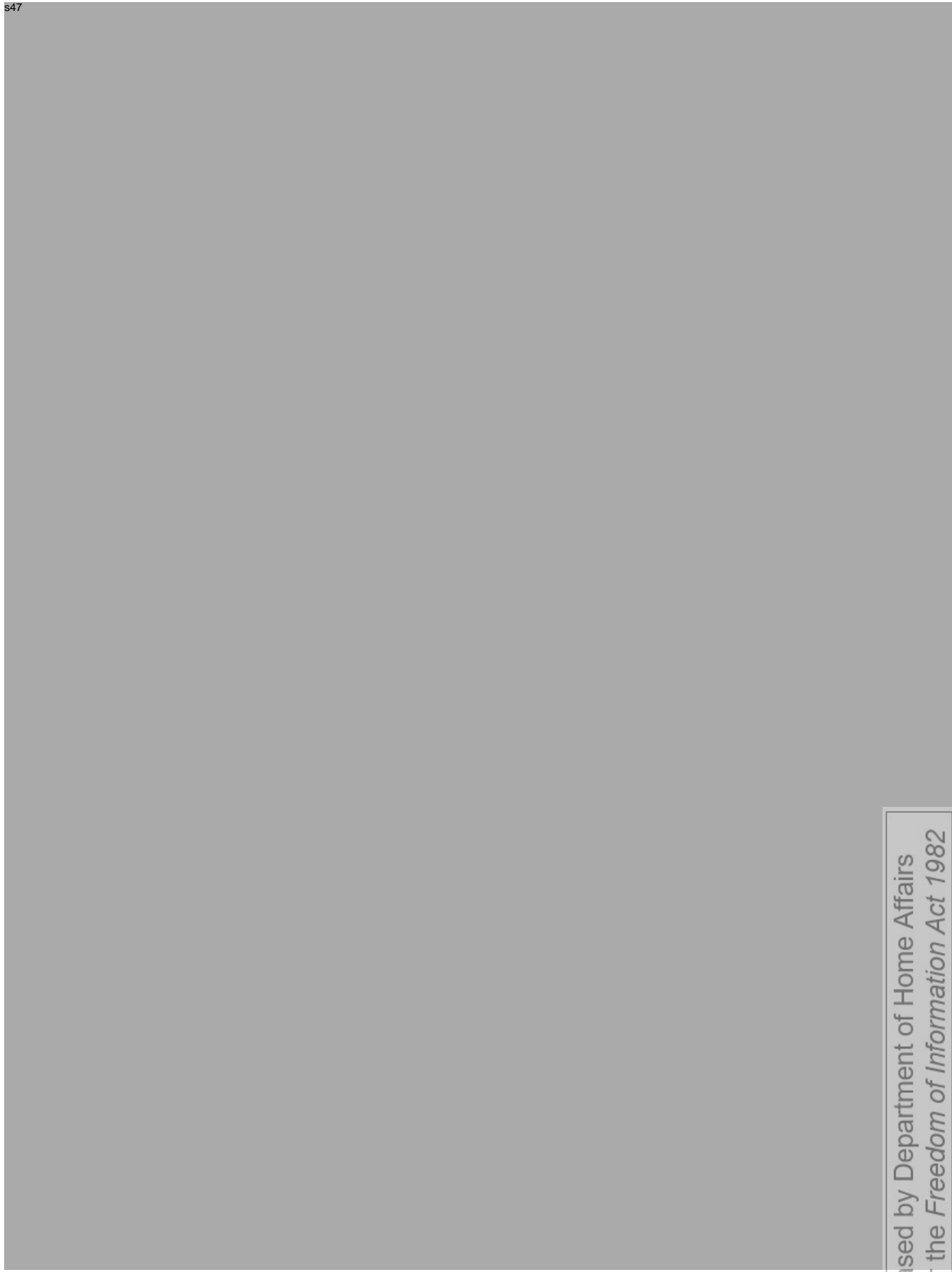
## 14. PASS-THROUGH COSTS

s47

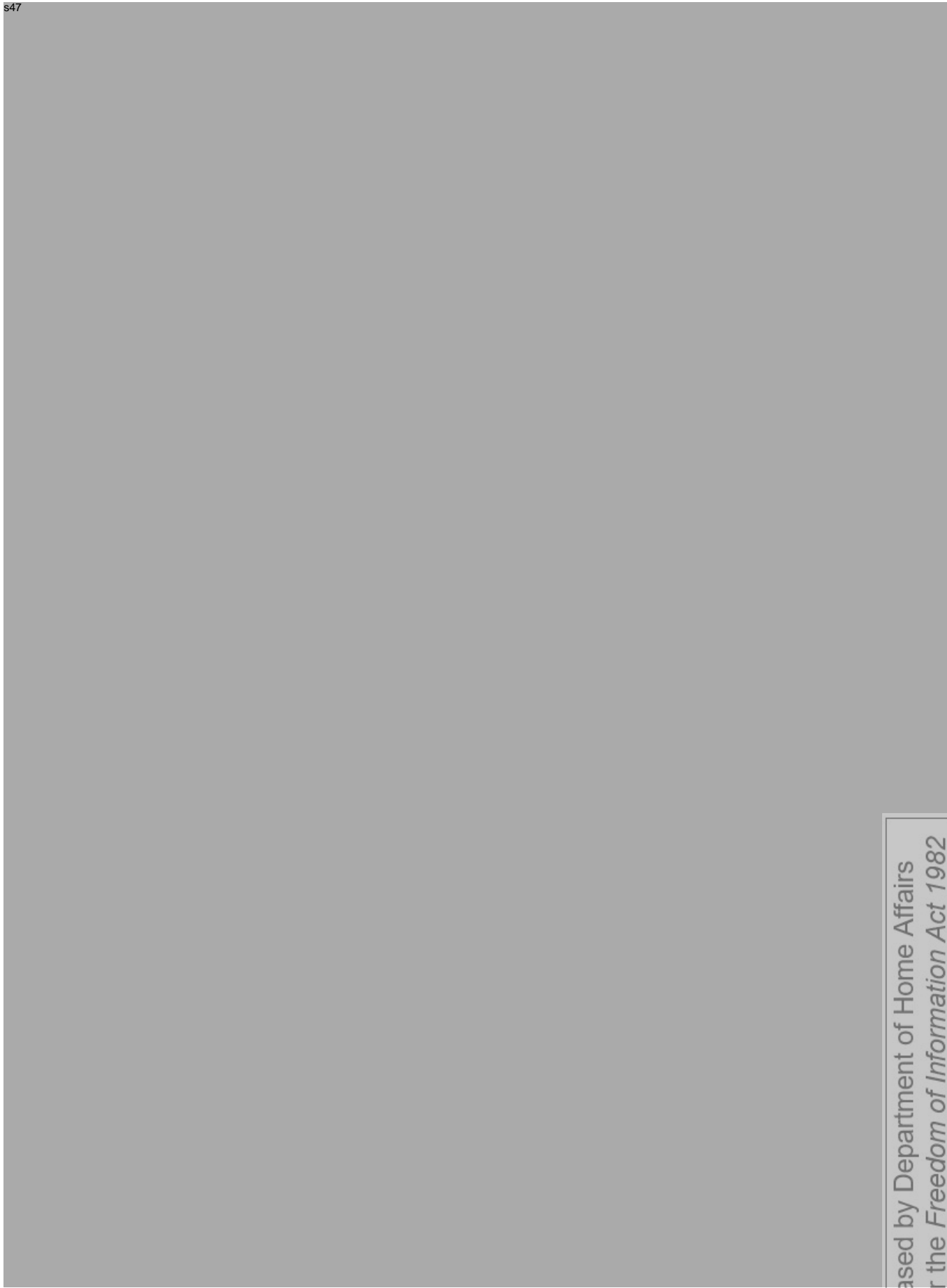




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## 15. ADDITIONAL SERVICES

- 15.1 The Department may (from time to time) request the Service Provider to provide additional or out-of-scope services (i.e. services not currently specified in the Statement of Work). Hourly rates for labour for the Service Provider Personnel to undertake the additional or out-of-scope services are specified in the Attachment A.
- 15.2 No additional fees will apply to additional or out-of-scope services unless approved by the Department prior to commencement of the particular services.
- 15.3 Additional fees may include reimbursement for pass through costs such as materials, consumables, equipment and any specialist subcontractors, which will be invoiced at cost plus 15 per cent mark-up. Reimbursements will only be processed if prior approval for the expenditure has been obtained by the Service Provider from the Department.
- 15.4 Additional Services under clause 7 should be invoiced separately from regular Service Fees.

## 16. PAYMENT ARRANGEMENTS

### 16.1 Invoices

- (a) The Service Fee will be invoiced and submitted as soon as possible and in any event no more than 3 Business Days after the last working day of each month and be paid by the Department monthly in arrears within 14 days of receipt by the Department of a correctly rendered invoice.
- (b) Approved Pass Through Costs, Additional Services Fees and Transition In and Transition-Out Fees will be invoiced and submitted as soon as possible after the 15<sup>th</sup> day of each month and be paid by the Department monthly in arrears within 21 days of receipt by the Department of a correctly rendered invoice.

- (c) Unless otherwise agreed, any payments under this Contract will be made by electronic transfer directly to a nominated bank account. Payments will be net of payment reductions for abatement for which the Service Provider is liable under the Agreement.
- (d) An invoice must:
  - (i) meet Australian Taxation Office requirements of a tax invoice as required by GST Law;
  - (ii) be accurate;
  - (iii) meet the requirements of the *Public Governance, Performance and Accountability Act 2013* (Cth);
  - (iv) provide disclosure of the basis of all components of the Services Fee charged to the Department (including relevant calculations); and
  - (v) provide full substantiation for any Pass-Through Costs claimed by the Service Provider and include confirmation that the Pass-Through Costs are properly recoverable (including compliance with clause 14 in Schedule 2 (as above)).

16.2 An invoice will not be considered correctly rendered until the end of the relevant service period.

### 16.3 Disputes about invoices

- (a) If the Department in good faith disputes the whole or any portion of the amount claimed in an invoice, the Department:
  - (i) may withhold payment of any part of the Service Delivery Fee, any Pass-Through Costs that are in dispute until the dispute is resolved; and
  - (ii) must notify the Service Provider in writing (within 30 days of receipt of the invoice) of the reasons for disputing the remainder of the invoice.

### 16.4 Incorrect invoices

- (a) If an invoice is found to have been rendered incorrectly, any underpayment or overpayment will be recoverable by or from the Service Provider, as the case may be, and, without limiting recourse to other available remedies, may be off-set against any amount subsequently due from the Department to the Service Provider. In such circumstances the Service Provider must provide to the Department a correctly rendered Tax Adjustment Note.

### 16.5 Insurance

- (a) From time-to-time there may be a need to seek reimbursement of items that will be subject to an insurance claim. These items should be invoiced to the Department separately from regular Service Fees and Pass Through Costs and should clearly identify the claim number on the face of the invoice.



## 17. PETTY CASH

- 17.1 To replenish the Nauru float, the Advance Holder should forward an email to s47E(d) requesting approval for a cash advance, usually of \$500.
- 17.2 Once approved, the Finance Manager will notify the Advance Holder and the Service Provider, advising that the cash advance of \$500 has been approved and that the Service Provider may add the \$500 expense to the DIBP Invoice.
- 17.3 The Advance Holder may then physically collect the \$500 cash and receipt, from the Finance Section in the Service Provider's office.
- 17.4 The Advance Holder should scan and save the collection receipt, then email it to s47E(d) and/or s47E(d).
- 17.5 When completing the monthly reconciliation, the Advance Holder should record the new cash advance as a payment to the float in the Petty Cash Ledger.
- 17.6 Once the monthly reconciliation is completed, the Advance Holder should scan and email all of the receipts to s47E(d) and/or s47E(d) by 2:30pm Tuesdays.

## 18. MEAL MONIES

- 18.1 Meal monies collected from Departmental staff and Service Providers should be separately banked and returned to the Department monthly.
- 18.2 Meal monies will be collected in \$AUD.
- 18.3 Following the end of the month, and no later than 5 business days after the end of the month, the Service Provider should advise the Department the amount that has been collected for meal monies.
- 18.4 The advice should be accompanied by a reconciliation confirming the amount.
- 18.5 Following acceptance of this advice and reconciliation, the Department will raise an invoice to the Service Provider requesting reimbursement of this amount within 30 days.
- 18.6 The Service Provider must pay this invoice and cannot provide a credit note or request that these monies be offset against outstanding invoices.
- 18.7 **Variation in Meal Monies collected by Service Provider**
- (a) The meal monies to be collected by the Service Provider during the Term are set as follows:
- (i) Per FIFO meal s47
- (ii) Per Local meal s47.

## 19. FACILITIES AND OTHER ASSISTANCE

### 19.1 Facilities

- (a) The Department will provide the Service Provider with access to the following facilities for the purposes of providing the Services under this Contract:
- (i) accommodation for Service Provider Personnel;
  - (ii) access to office space; and
  - (iii) transport.
- (b) The Service Provider acknowledges that other service providers and Department personnel will also be accessing and using these facilities as part of the operation and management of the Site. The Service Provider will refer any issues regarding access to or use of the facilities to the Department Operations Team Leader for resolution.

### 19.2 Other assistance

- (a) The Service Provider will be provided with the following assistance:
- (i) subsidised meals for Personnel in accordance with Department policy.

## 20. INNOVATION BONUS AND COST SAVINGS INCENTIVE

20.1 In accordance with Schedule 6 – Performance Management Framework Principles, the Service Fee may be adjusted to reflect the following components (if any):

- (a) Innovation Bonuses (IB); and
- (b) Cost Savings (CS) Incentives.

### 20.2 Innovation Bonus (IB)

- (a) The Innovation Bonus (IB) will be calculated using the following formula:

$$IB = A * B$$

Where,

A is the cost savings achieved for the Department by the Service Provider as a result of the new or changed processes, as implemented in accordance with the Department's approval; and

B is the Service Provider's share of the associated savings (up to a maximum of \$47,000) as determined by the Department.

- (b) The Department may, at its discretion, determine an annual cap in the Innovation Bonus that the Service Provider is entitled to.

### 20.3 Cost Savings (CS) Incentives

(a) The Cost Savings Incentives will be calculated using the following formula:

$$CS = C * D$$

Where,

C is the reduction in Pass Through Costs identified and achieved by the Service Provider as a result of the new or changed processes; and

D is the Service Provider's share of the associated savings (up to a maximum of 15 per cent), as determined by the Department.

## Attachment A – Additional Services

### 1. Additional Services

1.1 The Additional Services Fee will be determined using the hourly rates for labour in the following tables.

### 1.2 Garrison and Welfare

#### Nauru: All Facilities

Labour Category	Standard Weekly Hourly Rate (\$ GST Exc)	Overtime Weekly Hourly Rate (\$ GST Exc)	Standard Saturday & Overtime Hourly Rate (\$GST Exc)	Standard Sunday & Overtime Hourly Rate (\$GST Exc)	Public Holiday Hourly Rate (\$GST Exc)
OPC1 Manager	s47				
OPC2 Manager					
OPC3 Manager					
Communications & IT					
Project Accountant					
Financial Controller/Tax Specialist					
Travel (Flights) Coordinator					
Procurement Officer					
Business Analyst/Business Improvement Officer					
Billing Clerk					

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Labour Category	Standard Weekly Hourly Rate (\$ GST Exc)	Overtime Weekly Hourly Rate (\$ GST Exc)	Standard Saturday & Overtime Hourly Rate (\$GST Exc)	Standard Sunday & Overtime Hourly Rate (\$GST Exc)	Public Holiday Hourly Rate (\$GST Exc)
F&A Generalist	s47				
Finance Manager					
Payroll/Finance Team Leader					
Contracts, Governance and Reporting Administrator					
Performance & Compliance Administrator					
P&C Manager					
Workforce Scheduling Manager					
Workforce Planner					
HR Advisor					
Local Recruiter					
HR Administrator					
Training Advisor					
L&D Advisor					
Communications & Culture Advisor					
Program & Activities Manager					
Education Curriculum					

<b>Labour Category</b>	<b>Standard Weekly Hourly Rate (\$ GST Exc)</b>	<b>Overtime Weekly Hourly Rate (\$ GST Exc)</b>	<b>Standard Saturday &amp; Overtime Hourly Rate (\$GST Exc)</b>	<b>Standard Sunday &amp; Overtime Hourly Rate (\$GST Exc)</b>	<b>Public Holiday Hourly Rate (\$GST Exc)</b>
Transfer Services Manager	s47				
Case Operations Manager					
Senior Education Officer					
Educators					
Program Coordinator					
Senior Religious and Cultural Liaison Officer					
Religious and Cultural Liaison Officer					
Senior Recreation Team Leader					
Recreation Officer					
Case Management Team Leader					
Case Manager					
Case Managers - Transfer Induction					
Case Management RSD Liaison					
Welfare Coordinator					
Request and Complaint Coordinator					
Service Integration Liaison Coordinator					

<b>Labour Category</b>	<b>Standard Weekly Hourly Rate (\$ GST Exc)</b>	<b>Overtime Weekly Hourly Rate (\$ GST Exc)</b>	<b>Standard Saturday &amp; Overtime Hourly Rate (\$GST Exc)</b>	<b>Standard Sunday &amp; Overtime Hourly Rate (\$GST Exc)</b>	<b>Public Holiday Hourly Rate (\$GST Exc)</b>
Asset Manager	s47				
Maintenance Manager					
Planner					
Cleaning Manager					
Catering Manager					
Environmental Services Manager					
Environmental Consultant					
WHSQ Principal Advisor					
WHS Advisor					
Quality Coordinator					
Training Assessor					
Logistics Manager					
Staff Accommodation Manager					
Accommodation Supervisors					
Booking Coordinator					
Transport Manager					

**Nauru: FIFO**

Labour Categories	Standard Weekly Hourly Rate (\$ GST Exc)	Overtime Weekly Hourly Rate (\$ GST Exc)	Standard Saturday & Overtime Hourly Rate (\$GST Exc)	Standard Sunday & Overtime Hourly Rate (\$GST Exc)	Public Holiday Hourly Rate (\$GST Exc)
Canteen Stores Coordinator	s47				
Grounds Supervisor					
Potable & Waste Water Operator					
Carpenter					
Electrician					
Mechanic					
Plumber					
Refrigeration Mechanic					
Cleaning Supervisor					
Head Chef					
Sous Chef					
Stores Supervisor					
Kitchen Supervisor					
OPC 2 Site Supervisor					
OPC 3 Site Supervisor					



<b>Labour Categories</b>	<b>Standard Weekly Hourly Rate (\$ GST Exc)</b>	<b>Overtime Weekly Hourly Rate (\$ GST Exc)</b>	<b>Standard Saturday &amp; Overtime Hourly Rate (\$GST Exc)</b>	<b>Standard Sunday &amp; Overtime Hourly Rate (\$GST Exc)</b>	<b>Public Holiday Hourly Rate (\$GST Exc)</b>
Equipment Services Supervisor	s47				
Senior Chef De Partie					
Chef					
Waste Supervisor					
P&V Technician					
Logistics Coordinator					
OPC1 Stores Supervisor					
OPC2/3 Stores Supervisor					
Senior Storeman OPC1					
Senior Storeman OPC2 & 3					
TPT Supervisor Bus/Light Fleet					
Transport/POL Supervisor					
TPT Supervisor POL/Heavy Vehicle					
Fuel Truck Driver					
Effluent/Fuel Truck Driver					
Groundsman					

Labour Categories	Standard Weekly Hourly Rate (\$ GST Exc)	Overtime Weekly Hourly Rate (\$ GST Exc)	Standard Saturday & Overtime Hourly Rate (\$GST Exc)	Standard Sunday & Overtime Hourly Rate (\$GST Exc)	Public Holiday Hourly Rate (\$GST Exc)
Cleaner	s47				
Security officer					
Crane Supervisor					
Crane Operator					
Rigger					
Dogmen					
Plant Operator					

**Nauru: Local**

Labour Category	Standard Weekly Hourly Rate (\$ GST Exc)	Overtime Weekly Hourly Rate (\$ GST Exc)	Standard Saturday & Overtime Hourly Rate (\$GST Exc)	Standard Sunday & Overtime Hourly Rate (\$GST Exc)	Public Holiday Hourly Rate (\$GST Exc)
Manager -Nauru	s47				
Supervisor - Nauru					
Help Desk Coordinator - Nauru					
Travel (Accommodation) Coordinator - Nauru					
F&A Generalist - Nauru					
Procurement Officer - Nauru					
Workforce Planner - Nauru					
Recruiter - Nauru					
HR Administrator - Nauru					
Teacher's Aide - Nauru					
Librarian - Nauru					
Recreation Assistant - Nauru					
Case Manager's Assistant - Nauru					
Request and Complaint Assistant - Nauru					
Canteen and Stores Assistant - Nauru					

Labour Category	Standard Weekly Hourly Rate (\$ GST Exc)	Overtime Weekly Hourly Rate (\$ GST Exc)	Standard Saturday & Overtime Hourly Rate (\$GST Exc)	Standard Sunday & Overtime Hourly Rate (\$GST Exc)	Public Holiday Hourly Rate (\$GST Exc)
Asset Data Administration Support - Nauru	s47				
Roads Plant Operator - Level 1 - Nauru					
Roads Plant Operator - Level 2 - Nauru					
Roads Plant Operator - Level 3 - Nauru					
Roads Plant Operator - Level 4 - Nauru					
Roads Plant Operator - Level 5 - Nauru					
Roads Plant Operator - L1 TL - Nauru					
Roads Plant Operator - L2 TL - Nauru					
Roads Plant Operator - L3 TL - Nauru					
Roads Plant Operator - L4 TL - Nauru					
Roads Plant Operator - L5 TL - Nauru					
Grounds Person - Level 1 - Nauru					
Grounds Person - Level 2 - Nauru					
Grounds Person - Level 3 - Nauru					
Grounds Person - Level 4 - Nauru					
Grounds Person - Level 5 - Nauru					

<b>Labour Category</b>	<b>Standard Weekly Hourly Rate (\$ GST Exc)</b>	<b>Overtime Weekly Hourly Rate (\$ GST Exc)</b>	<b>Standard Saturday &amp; Overtime Hourly Rate (\$GST Exc)</b>	<b>Standard Sunday &amp; Overtime Hourly Rate (\$GST Exc)</b>	<b>Public Holiday Hourly Rate (\$GST Exc)</b>
Grounds Person - L1 TL - Nauru	s47				
Grounds Person - L2 TL - Nauru					
Grounds Person - L3 TL - Nauru					
Grounds Person - L4 TL - Nauru					
Grounds Person - L5 TL - Nauru					
Carpenter - Level 1 - Nauru					
Carpenter - Level 2 - Nauru					
Carpenter - Level 3 - Nauru					
Carpenter - Level 4 - Nauru					
Carpenter - Level 5 - Nauru					
Carpenter - L1 TL - Nauru					
Carpenter - L2 TL - Nauru					
Carpenter - L3 TL - Nauru					
Carpenter - L4 TL - Nauru					
Carpenter - L5 TL - Nauru					
Electrician - Level 1 - Nauru					

Labour Category	Standard Weekly Hourly Rate (\$ GST Exc)	Overtime Weekly Hourly Rate (\$ GST Exc)	Standard Saturday & Overtime Hourly Rate (\$GST Exc)	Standard Sunday & Overtime Hourly Rate (\$GST Exc)	Public Holiday Hourly Rate (\$GST Exc)
Electrician - Level 2 - Nauru	s47				
Electrician - Level 3 - Nauru					
Electrician - Level 4 - Nauru					
Electrician - Level 5 - Nauru					
Electrician - L1 TL - Nauru					
Electrician - L2 TL - Nauru					
Electrician - L3 TL - Nauru					
Electrician - L4 TL - Nauru					
Electrician - L5 TL - Nauru					
Mechanic - Level 1 - Nauru					
Mechanic - Level 2 - Nauru					
Mechanic - Level 3 - Nauru					
Mechanic - Level 4 - Nauru					
Mechanic - Level 5 - Nauru					
Mechanic - L1 TL - Nauru					
Mechanic - L2 TL - Nauru					

<b>Labour Category</b>	<b>Standard Weekly Hourly Rate (\$ GST Exc)</b>	<b>Overtime Weekly Hourly Rate (\$ GST Exc)</b>	<b>Standard Saturday &amp; Overtime Hourly Rate (\$GST Exc)</b>	<b>Standard Sunday &amp; Overtime Hourly Rate (\$GST Exc)</b>	<b>Public Holiday Hourly Rate (\$GST Exc)</b>
Mechanic - L3 TL - Nauru	s47				
Mechanic - L4 TL - Nauru					
Mechanic - L5 TL - Nauru					
Plumber - Level 1 - Nauru					
Plumber - Level 2 - Nauru					
Plumber - Level 3 - Nauru					
Plumber - Level 4 - Nauru					
Plumber - Level 5 - Nauru					
Plumber - L1 TL - Nauru					
Plumber - L2 TL - Nauru					
Plumber - L3 TL - Nauru					
Plumber - L4 TL - Nauru					
Plumber - L5 TL - Nauru					
Refrigeration Mechanic - Level 1 - Nauru					
Refrigeration Mechanic - Level 2 - Nauru					
Refrigeration Mechanic - Level 3 - Nauru					

<b>Labour Category</b>	<b>Standard Weekly Hourly Rate (\$ GST Exc)</b>	<b>Overtime Weekly Hourly Rate (\$ GST Exc)</b>	<b>Standard Saturday &amp; Overtime Hourly Rate (\$GST Exc)</b>	<b>Standard Sunday &amp; Overtime Hourly Rate (\$GST Exc)</b>	<b>Public Holiday Hourly Rate (\$GST Exc)</b>
Refrigeration Mechanic - Level 4 - Nauru	s47				
Refrigeration Mechanic - Level 5 - Nauru					
Refrigeration Mechanic - L1 TL - Nauru					
Refrigeration Mechanic - L2 TL - Nauru					
Refrigeration Mechanic - L3 TL - Nauru					
Refrigeration Mechanic - L4 TL - Nauru					
Refrigeration Mechanic - L5 TL - Nauru					
Trades Assistant - Level 1 - Nauru					
Trades Assistant - Level 2 - Nauru					
Trades Assistant - Level 3 - Nauru					
Trades Assistant - Level 4 - Nauru					
Trades Assistant - Level 5 - Nauru					
Trades Assistant - L1 TL - Nauru					
Trades Assistant - L2 TL - Nauru					
Trades Assistant - L3 TL - Nauru					
Trades Assistant - L4 TL - Nauru					



<b>Labour Category</b>	<b>Standard Weekly Hourly Rate (\$ GST Exc)</b>	<b>Overtime Weekly Hourly Rate (\$ GST Exc)</b>	<b>Standard Saturday &amp; Overtime Hourly Rate (\$GST Exc)</b>	<b>Standard Sunday &amp; Overtime Hourly Rate (\$GST Exc)</b>	<b>Public Holiday Hourly Rate (\$GST Exc)</b>
Trades Assistant - L5 TL - Nauru	s47				
Cleaning Team Leader - Level 1 - Nauru					
Cleaning Team Leader - Level 2 - Nauru					
Cleaning Team Leader - Level 3 - Nauru					
Cleaning Team Leader - Level 4 - Nauru					
Cleaning Team Leader - Level 5 – Nauru					
Cleaning Team Leader - L1 TL - Nauru					
Cleaning Team Leader - L2 TL - Nauru					
Cleaning Team Leader - L3 TL - Nauru					
Cleaning Team Leader - L4 TL - Nauru					
Cleaning Team Leader - L5 TL - Nauru					
Periodical Cleaner - Level 1 - Nauru					
Periodical Cleaner - Level 2 - Nauru					
Periodical Cleaner - Level 3 - Nauru					
Periodical Cleaner - Level 4 - Nauru					
Periodical Cleaner - Level 5 - Nauru					

<b>Labour Category</b>	<b>Standard Weekly Hourly Rate (\$ GST Exc)</b>	<b>Overtime Weekly Hourly Rate (\$ GST Exc)</b>	<b>Standard Saturday &amp; Overtime Hourly Rate (\$GST Exc)</b>	<b>Standard Sunday &amp; Overtime Hourly Rate (\$GST Exc)</b>	<b>Public Holiday Hourly Rate (\$GST Exc)</b>
Periodical Cleaner - L1 TL - Nauru	s47				
Periodical Cleaner - L2 TL - Nauru					
Periodical Cleaner - L3 TL - Nauru					
Periodical Cleaner - L4 TL - Nauru					
Periodical Cleaner - L5 TL - Nauru					
Cleaner - Level 1 - Nauru					
Cleaner - Level 2 - Nauru					
Cleaner - Level 3 - Nauru					
Cleaner - Level 4 - Nauru					
Cleaner - Level 5 - Nauru					
Cleaner - L1 TL - Nauru					
Cleaner - L2 TL - Nauru					
Cleaner - L3 TL - Nauru					
Cleaner - L4 TL - Nauru					
Cleaner - L5 TL - Nauru					
Team Leader - Level 1 - Nauru					

<b>Labour Category</b>	<b>Standard Weekly Hourly Rate (\$ GST Exc)</b>	<b>Overtime Weekly Hourly Rate (\$ GST Exc)</b>	<b>Standard Saturday &amp; Overtime Hourly Rate (\$GST Exc)</b>	<b>Standard Sunday &amp; Overtime Hourly Rate (\$GST Exc)</b>	<b>Public Holiday Hourly Rate (\$GST Exc)</b>
Team Leader - Level 2 - Nauru	s47				
Team Leader - Level 3 - Nauru					
Team Leader - Level 4 - Nauru					
Team Leader - Level 5 - Nauru					
Assistant - Level 1 - Nauru					
Assistant - Level 2 - Nauru					
Assistant - Level 3 - Nauru					
Assistant - Level 4 - Nauru					
Assistant - Level 5 - Nauru					
Kitchen Hand - Level 1 - Nauru					
Kitchen Hand - Level 2 - Nauru					
Kitchen Hand - Level 3 - Nauru					
Kitchen Hand - Level 4 - Nauru					
Kitchen Hand - Level 5 - Nauru					
Kitchen Hand - L1 TL - Nauru					
Kitchen Hand - L2 TL - Nauru					

Labour Category	Standard Weekly Hourly Rate (\$ GST Exc)	Overtime Weekly Hourly Rate (\$ GST Exc)	Standard Saturday & Overtime Hourly Rate (\$GST Exc)	Standard Sunday & Overtime Hourly Rate (\$GST Exc)	Public Holiday Hourly Rate (\$GST Exc)
Kitchen Hand - L3 TL - Nauru	s47				
Kitchen Hand - L4 TL - Nauru					
Kitchen Hand - L5 TL - Nauru					
Administration - Nauru					
Servery Staff - Level 1 - Nauru					
Servery Staff - Level 2 - Nauru					
Servery Staff - Level 3 - Nauru					
Servery Staff - Level 4 - Nauru					
Servery Staff - Level 5 - Nauru					
Servery Staff - L1 TL - Nauru					
Servery Staff - L2 TL - Nauru					
Servery Staff - L3 TL - Nauru					
Servery Staff - L4 TL - Nauru					
Servery Staff - L5 TL - Nauru					
Stores Operative - Level 1 - Nauru					
Stores Operative - Level 2 - Nauru					

<b>Labour Category</b>	<b>Standard Weekly Hourly Rate (\$ GST Exc)</b>	<b>Overtime Weekly Hourly Rate (\$ GST Exc)</b>	<b>Standard Saturday &amp; Overtime Hourly Rate (\$GST Exc)</b>	<b>Standard Sunday &amp; Overtime Hourly Rate (\$GST Exc)</b>	<b>Public Holiday Hourly Rate (\$GST Exc)</b>
Stores Operative - Level 3 - Nauru	s47				
Stores Operative - Level 4 - Nauru					
Stores Operative - Level 5 - Nauru					
Stores Operative - L1 TL - Nauru					
Stores Operative - L2 TL - Nauru					
Stores Operative - L3 TL - Nauru					
Stores Operative - L4 TL - Nauru					
Stores Operative - L5 TL - Nauru					
Driver - Level 1 - Nauru					
Driver - Level 2 - Nauru					
Driver - Level 3 - Nauru					
Driver - Level 4 - Nauru					
Driver - Level 5 - Nauru					
Driver - L1 TL - Nauru					
Driver - L2 TL - Nauru					
Driver - L3 TL - Nauru					

<b>Labour Category</b>	<b>Standard Weekly Hourly Rate (\$ GST Exc)</b>	<b>Overtime Weekly Hourly Rate (\$ GST Exc)</b>	<b>Standard Saturday &amp; Overtime Hourly Rate (\$GST Exc)</b>	<b>Standard Sunday &amp; Overtime Hourly Rate (\$GST Exc)</b>	<b>Public Holiday Hourly Rate (\$GST Exc)</b>
Driver - L4 TL - Nauru	s47				
Driver - L5 TL - Nauru					
Waste Team Leader - Level 1 - Nauru					
Waste Team Leader - Level 2 - Nauru					
Waste Team Leader - Level 3 - Nauru					
Waste Team Leader - Level 4 - Nauru					
Waste Team Leader - Level 5 - Nauru					
Waste Team Leader - L1 TL - Nauru					
Waste Team Leader - L2 TL - Nauru					
Waste Team Leader - L3 TL - Nauru					
Waste Team Leader - L4 TL - Nauru					
Waste Team Leader - L5 TL - Nauru					
Waste Operative - Level 1 - Nauru					
Waste Operative - Level 2 - Nauru					
Waste Operative - Level 3 - Nauru					
Waste Operative - Level 4 - Nauru					

Labour Category	Standard Weekly Hourly Rate (\$ GST Exc)	Overtime Weekly Hourly Rate (\$ GST Exc)	Standard Saturday & Overtime Hourly Rate (\$GST Exc)	Standard Sunday & Overtime Hourly Rate (\$GST Exc)	Public Holiday Hourly Rate (\$GST Exc)
Waste Operative - Level 5 - Nauru	s47				
Waste Operative - L1 TL - Nauru					
Waste Operative - L2 TL - Nauru					
Waste Operative - L3 TL - Nauru					
Waste Operative - L4 TL - Nauru					
Waste Operative - L5 TL - Nauru					
Pest & Vermin Operative - Level 1 - Nauru					
Pest & Vermin Operative - Level 2 - Nauru					
Pest & Vermin Operative - Level 3 - Nauru					
Pest & Vermin Operative - Level 4 - Nauru					
Pest & Vermin Operative - Level 5 - Nauru					
Pest & Vermin Operative - L1 TL - Nauru					
Pest & Vermin Operative - L2 TL - Nauru					
Pest & Vermin Operative - L3 TL - Nauru					
Pest & Vermin Operative - L4 TL - Nauru					
Pest & Vermin Operative - L5 TL - Nauru					

Labour Category	Standard Weekly Hourly Rate (\$ GST Exc)	Overtime Weekly Hourly Rate (\$ GST Exc)	Standard Saturday & Overtime Hourly Rate (\$GST Exc)	Standard Sunday & Overtime Hourly Rate (\$GST Exc)	Public Holiday Hourly Rate (\$GST Exc)
WHS Advisor - Nauru	s47				
Training Officer - Nauru					
OPC1 Stores Administrator - Nauru					
OPC2 & 3 Stores Administrator - Nauru					
General Storeman - Level 1 - Nauru					
General Storeman - Level 2 - Nauru					
General Storeman - Level 3 - Nauru					
General Storeman - Level 4 - Nauru					
General Storeman - Level 5 - Nauru					
General Storeman - L1 TL - Nauru					
General Storeman - L2 TL - Nauru					
General Storeman - L3 TL - Nauru					
General Storeman - L4 TL - Nauru					
General Storeman - L5 TL - Nauru					
Laundry Storeman - Level 1 - Nauru					
Laundry Storeman - Level 2 - Nauru					



<b>Labour Category</b>	<b>Standard Weekly Hourly Rate (\$ GST Exc)</b>	<b>Overtime Weekly Hourly Rate (\$ GST Exc)</b>	<b>Standard Saturday &amp; Overtime Hourly Rate (\$GST Exc)</b>	<b>Standard Sunday &amp; Overtime Hourly Rate (\$GST Exc)</b>	<b>Public Holiday Hourly Rate (\$GST Exc)</b>
Laundry Storeman - Level 3 - Nauru	s47				
Laundry Storeman - Level 4 - Nauru					
Laundry Storeman - Level 5 - Nauru					
Laundry Storeman - L1 TL - Nauru					
Laundry Storeman - L2 TL - Nauru					
Laundry Storeman - L3 TL - Nauru					
Laundry Storeman - L4 TL - Nauru					
Laundry Storeman - L5 TL - Nauru					
Housekeeping Team Leader - Level 1 - Nauru					
Housekeeping Team Leader - Level 2 - Nauru					
Housekeeping Team Leader - Level 3 - Nauru					
Housekeeping Team Leader - Level 4 - Nauru					
Housekeeping Team Leader - Level 5 - Nauru					
Housekeeping Team Leader - L1 TL - Nauru					
Housekeeping Team Leader - L2 TL - Nauru					

Labour Category	Standard Weekly Hourly Rate (\$ GST Exc)	Overtime Weekly Hourly Rate (\$ GST Exc)	Standard Saturday & Overtime Hourly Rate (\$GST Exc)	Standard Sunday & Overtime Hourly Rate (\$GST Exc)	Public Holiday Hourly Rate (\$GST Exc)
Housekeeping Team Leader - L3 TL - Nauru	s47				
Housekeeping Team Leader - L4 TL - Nauru					
Housekeeping Team Leader - L5 TL - Nauru					
Housekeeping - Level 1 - Nauru					
Housekeeping - Level 2 - Nauru					
Housekeeping - Level 3 - Nauru					
Housekeeping - Level 4 - Nauru					
Housekeeping - Level 5 - Nauru					
Housekeeping - L1 TL - Nauru					
Housekeeping - L2 TL - Nauru					
Housekeeping - L3 TL - Nauru					
Housekeeping - L4 TL - Nauru					
Housekeeping - L5 TL - Nauru					
TPT Team Leader - Level 1 - Nauru					
TPT Team Leader - Level 2 - Nauru					
TPT Team Leader - Level 3 - Nauru					

<b>Labour Category</b>	<b>Standard Weekly Hourly Rate (\$ GST Exc)</b>	<b>Overtime Weekly Hourly Rate (\$ GST Exc)</b>	<b>Standard Saturday &amp; Overtime Hourly Rate (\$GST Exc)</b>	<b>Standard Sunday &amp; Overtime Hourly Rate (\$GST Exc)</b>	<b>Public Holiday Hourly Rate (\$GST Exc)</b>
TPT Team Leader - Level 4 - Nauru	s47				
TPT Team Leader - Level 5 - Nauru					
TPT Team Leader - L1 TL - Nauru					
TPT Team Leader - L2 TL - Nauru					
TPT Team Leader - L3 TL - Nauru					
TPT Team Leader - L4 TL - Nauru					
TPT Team Leader - L5 TL - Nauru					
Bus Driver - Level 1 - Nauru					
Bus Driver - Level 2 - Nauru					
Bus Driver - Level 3 - Nauru					
Bus Driver - Level 4 - Nauru					
Bus Driver - Level 5 - Nauru					
Bus Driver - L1 TL - Nauru					
Bus Driver - L2 TL - Nauru					
Bus Driver - L3 TL - Nauru					
Bus Driver - L4 TL - Nauru					

Labour Category	Standard Weekly Hourly Rate (\$ GST Exc)	Overtime Weekly Hourly Rate (\$ GST Exc)	Standard Saturday & Overtime Hourly Rate (\$GST Exc)	Standard Sunday & Overtime Hourly Rate (\$GST Exc)	Public Holiday Hourly Rate (\$GST Exc)
Bus Driver - L5 TL - Nauru	s47				
Water Tanker Driver - Level 1 - Nauru					
Water Tanker Driver - Level 2 - Nauru					
Water Tanker Driver - Level 3 - Nauru					
Water Tanker Driver - Level 4 - Nauru					
Water Tanker Driver - Level 5 – Nauru					
Water Tanker Driver - L1 TL - Nauru					
Water Tanker Driver - L2 TL - Nauru					
Water Tanker Driver - L3 TL - Nauru					
Water Tanker Driver - L4 TL - Nauru					
Water Tanker Driver - L5 TL - Nauru					
Effluent Truck Driver - Level 1 - Nauru					
Effluent Truck Driver - Level 2 - Nauru					
Effluent Truck Driver - Level 3 - Nauru					
Effluent Truck Driver - Level 4 - Nauru					
Effluent Truck Driver - Level 5 - Nauru					

Labour Category	Standard Weekly Hourly Rate (\$ GST Exc)	Overtime Weekly Hourly Rate (\$ GST Exc)	Standard Saturday & Overtime Hourly Rate (\$GST Exc)	Standard Sunday & Overtime Hourly Rate (\$GST Exc)	Public Holiday Hourly Rate (\$GST Exc)
Effluent Truck Driver - L1 TL - Nauru	s47				
Effluent Truck Driver - L2 TL - Nauru					
Effluent Truck Driver - L3 TL - Nauru					
Effluent Truck Driver - L4 TL - Nauru					
Effluent Truck Driver - L5 TL - Nauru					
Hose Boy - Level 1 - Nauru					
Hose Boy - Level 2 - Nauru					
Hose Boy - Level 3 - Nauru					
Hose Boy - Level 4 - Nauru					
Hose Boy - Level 5 - Nauru					
Hose Boy - L1 TL - Nauru					
Hose Boy - L2 TL - Nauru					
Hose Boy - L3 TL - Nauru					
Hose Boy - L4 TL - Nauru					
Hose Boy - L5 TL - Nauru					
Fleet Dispatcher - Nauru					

<b>Labour Category</b>	<b>Standard Weekly Hourly Rate (\$ GST Exc)</b>	<b>Overtime Weekly Hourly Rate (\$ GST Exc)</b>	<b>Standard Saturday &amp; Overtime Hourly Rate (\$GST Exc)</b>	<b>Standard Sunday &amp; Overtime Hourly Rate (\$GST Exc)</b>	<b>Public Holiday Hourly Rate (\$GST Exc)</b>
Vehicle Detailer - Level 1 - Nauru	s47				
Vehicle Detailer - Level 2 - Nauru					
Vehicle Detailer - Level 3 - Nauru					
Vehicle Detailer - Level 4 - Nauru					
Vehicle Detailer - Level 5 - Nauru					
Vehicle Detailer - L1 TL - Nauru					
Vehicle Detailer - L2 TL - Nauru					
Vehicle Detailer - L3 TL - Nauru					
Vehicle Detailer - L4 TL - Nauru					
Vehicle Detailer - L5 TL - Nauru					

1.3 Settlement

Nauru: All Facilities

Labour Category	Standard Weekly Hourly Rate (\$ GST Exc)	Overtime Weekly Hourly Rate (\$ GST Exc)	Standard Saturday & Overtime Hourly Rate (\$GST Exc)	Standard Sunday & Overtime Hourly Rate (\$GST Exc)	Public Holiday Hourly Rate (\$GST Exc)
OPC1 Manager	s47				
OPC2 Manager					
OPC3 Manager					
Communications & IT					
Project Accountant					
Financial Controller/Tax Specialist					
Travel (Flights) Coordinator					
Procurement Officer					
Business Analyst/Business Improvement Officer					
Billing Clerk					
F&A Generalist					
Finance Manager					
Payroll/Finance Team Leader					
Contracts, Governance and Reporting Administrator					

<b>Labour Category</b>	<b>Standard Weekly Hourly Rate (\$ GST Exc)</b>	<b>Overtime Weekly Hourly Rate (\$ GST Exc)</b>	<b>Standard Saturday &amp; Overtime Hourly Rate (\$GST Exc)</b>	<b>Standard Sunday &amp; Overtime Hourly Rate (\$GST Exc)</b>	<b>Public Holiday Hourly Rate (\$GST Exc)</b>
Performance & Compliance Administrator	s47				
P&C Manager					
Workforce Scheduling Manager					
Workforce Planner					
HR Advisor					
Local Recruiter					
HR Administrator					
Training Advisor					
L&D Advisor					
Communications & Culture Advisor					
Progam & Activities Manager					
Education Curriculum					
Transfer Services Manager					
Case Operations Manager					
Senior Education Officer					
Educators					



<b>Labour Category</b>	<b>Standard Weekly Hourly Rate (\$ GST Exc)</b>	<b>Overtime Weekly Hourly Rate (\$ GST Exc)</b>	<b>Standard Saturday &amp; Overtime Hourly Rate (\$GST Exc)</b>	<b>Standard Sunday &amp; Overtime Hourly Rate (\$GST Exc)</b>	<b>Public Holiday Hourly Rate (\$GST Exc)</b>
Programs Coordinator	s47				
Senior Religious and Cultural Liaison Officer					
Religious and Cultural Liaison Officer					
Senior Recreation Team Leader					
Recreation Officer					
Case Management Team Leader					
Case Manager					
Case Managers - Transfer Induction					
Case Management RSD Liaison					
Welfare Coordinator					
Request and Complaint Coordinator					
Service Integration Liason Coordinator					
Asset Manager					
Maintenance Manager					
Planner					
Cleaning Manager					

<b>Labour Category</b>	<b>Standard Weekly Hourly Rate (\$ GST Exc)</b>	<b>Overtime Weekly Hourly Rate (\$ GST Exc)</b>	<b>Standard Saturday &amp; Overtime Hourly Rate (\$GST Exc)</b>	<b>Standard Sunday &amp; Overtime Hourly Rate (\$GST Exc)</b>	<b>Public Holiday Hourly Rate (\$GST Exc)</b>
Catering Manager	s47				
Environmental Services Manager					
Environmental Consultant					
WHSQ Principal Advisor					
WHS Advisor					
Quality Coordinator					
Training Assessor					
Logistics Manager					
Staff Accommodation Manager					
Accommodation Supervisors					
Booking Coordinator					
Transport Manager					

**Nauru: FIFO**

Labour Categories	Standard Weekly Hourly Rate (\$ GST Exc)	Overtime Weekly Hourly Rate (\$ GST Exc)	Standard Saturday & Overtime Hourly Rate (\$GST Exc)	Standard Sunday & Overtime Hourly Rate (\$GST Exc)	Public Holiday Hourly Rate (\$GST Exc)
Canteen Stores Coordinator	s47				
Grounds Supervisor					
Groundsman					
Potable & Waste Water Operator					
Carpenter					
Electrician					
Mechanic					
Plumber					
Refrigeration Mechanic					
Cleaning Supervisor					
Cleaner					
Head Chef					
Sous Chef					
Stores Supervisor					
Kitchen Supervisor					

Labour Categories	Standard Weekly Hourly Rate (\$ GST Exc)	Overtime Weekly Hourly Rate (\$ GST Exc)	Standard Saturday & Overtime Hourly Rate (\$GST Exc)	Standard Sunday & Overtime Hourly Rate (\$GST Exc)	Public Holiday Hourly Rate (\$GST Exc)
OPC 2 Site Supervisor	s47				
OPC 3 Site Supervisor					
Equipment Services Supervisor					
Senior Chef De Partie					
Chef					
Waste Supervisor					
P&V Technician					
Logistics Coordinator					
OPC1 Stores Supervisor					
OPC2/3 Stores Supervisor					
Senior Storeman OPC1					
Senior Storeman OPC2 & 3					
TPT Supervisor Bus/Light Fleet					
Transport/POL Supervisor					
TPT Supervisor POL/Heavy Vehicle					
Fuel Truck Driver					

Labour Categories	Standard Weekly Hourly Rate (\$ GST Exc)	Overtime Weekly Hourly Rate (\$ GST Exc)	Standard Saturday & Overtime Hourly Rate (\$GST Exc)	Standard Sunday & Overtime Hourly Rate (\$GST Exc)	Public Holiday Hourly Rate (\$GST Exc)
Effluent/Fuel Truck Driver	s47				
Security officer					
Crane Supervisor					
Crane Operator					
Rigger					
Dogmen					
Plant Operator					

**Nauru: Local**

Labour Category	Standard Weekly Hourly Rate (\$ GST Exc)	Overtime Weekly Hourly Rate (\$ GST Exc)	Standard Saturday & Overtime Hourly Rate (\$GST Exc)	Standard Sunday & Overtime Hourly Rate (\$GST Exc)	Public Holiday Hourly Rate (\$GST Exc)
Manager - Nauru	s47				
Supervisor - Nauru					
Help Desk Coordinator - Nauru					
Travel (Accommodation) Coordinator - Nauru					
F&A Generalist - Nauru					
Procurement Officer - Nauru					
Workforce Planner - Nauru					
Recruiter - Nauru					
HR Administrator - Nauru					
Teacher's Aide - Nauru					
Librarian - Nauru					
Recreation Assistant - Nauru					
Case Manager's Assistant - Nauru					
Request and Complaint Assistant - Nauru					
Canteen and Stores Assistant - Nauru					

<b>Labour Category</b>	<b>Standard Weekly Hourly Rate (\$ GST Exc)</b>	<b>Overtime Weekly Hourly Rate (\$ GST Exc)</b>	<b>Standard Saturday &amp; Overtime Hourly Rate (\$GST Exc)</b>	<b>Standard Sunday &amp; Overtime Hourly Rate (\$GST Exc)</b>	<b>Public Holiday Hourly Rate (\$GST Exc)</b>
Asset Data Administration Support - Nauru	s47				
Roads Plant Operator - Level 1 - Nauru					
Roads Plant Operator - Level 2 - Nauru					
Roads Plant Operator - Level 3 - Nauru					
Roads Plant Operator - Level 4 - Nauru					
Roads Plant Operator - Level 5 - Nauru					
Roads Plant Operator - L1 TL - Nauru					
Roads Plant Operator - L2 TL - Nauru					
Roads Plant Operator - L3 TL - Nauru					
Roads Plant Operator - L4 TL - Nauru					
Roads Plant Operator - L5 TL - Nauru					
Grounds Person - Level 1 - Nauru					
Grounds Person - Level 2 - Nauru					
Grounds Person - Level 3 - Nauru					
Grounds Person - Level 4 - Nauru					
Grounds Person - Level 5 - Nauru					

<b>Labour Category</b>	<b>Standard Weekly Hourly Rate (\$ GST Exc)</b>	<b>Overtime Weekly Hourly Rate (\$ GST Exc)</b>	<b>Standard Saturday &amp; Overtime Hourly Rate (\$GST Exc)</b>	<b>Standard Sunday &amp; Overtime Hourly Rate (\$GST Exc)</b>	<b>Public Holiday Hourly Rate (\$GST Exc)</b>
Grounds Person - L1 TL - Nauru					
Grounds Person - L2 TL - Nauru					
Grounds Person - L3 TL - Nauru					
Grounds Person - L4 TL - Nauru					
Grounds Person - L5 TL - Nauru					
Carpenter - Level 1 - Nauru					
Carpenter - Level 2 - Nauru					
Carpenter - Level 3 - Nauru					
Carpenter - Level 4 - Nauru					
Carpenter - Level 5 - Nauru					
Carpenter - L1 TL - Nauru					
Carpenter - L2 TL - Nauru					
Carpenter - L3 TL - Nauru					
Carpenter - L4 TL - Nauru					
Carpenter - L5 TL - Nauru					
Electrician - Level 1 - Nauru					





<b>Labour Category</b>	<b>Standard Weekly Hourly Rate (\$ GST Exc)</b>	<b>Overtime Weekly Hourly Rate (\$ GST Exc)</b>	<b>Standard Saturday &amp; Overtime Hourly Rate (\$GST Exc)</b>	<b>Standard Sunday &amp; Overtime Hourly Rate (\$GST Exc)</b>	<b>Public Holiday Hourly Rate (\$GST Exc)</b>
Electrician - Level 2 - Nauru	s47				
Electrician - Level 3 - Nauru					
Electrician - Level 4 - Nauru					
Electrician - Level 5 - Nauru					
Electrician - L1 TL - Nauru					
Electrician - L2 TL - Nauru					
Electrician - L3 TL - Nauru					
Electrician - L4 TL - Nauru					
Electrician - L5 TL - Nauru					
Mechanic - Level 1 - Nauru					
Mechanic - Level 2 - Nauru					
Mechanic - Level 3 - Nauru					
Mechanic - Level 4 - Nauru					
Mechanic - Level 5 - Nauru					
Mechanic - L1 TL - Nauru					
Mechanic - L2 TL - Nauru					

Labour Category	Standard Weekly Hourly Rate (\$ GST Exc)	Overtime Weekly Hourly Rate (\$ GST Exc)	Standard Saturday & Overtime Hourly Rate (\$GST Exc)	Standard Sunday & Overtime Hourly Rate (\$GST Exc)	Public Holiday Hourly Rate (\$GST Exc)
Mechanic - L3 TL - Nauru	s47				
Mechanic - L4 TL - Nauru					
Mechanic - L5 TL - Nauru					
Plumber - Level 1 - Nauru					
Plumber - Level 2 - Nauru					
Plumber - Level 3 - Nauru					
Plumber - Level 4 - Nauru					
Plumber - Level 5 - Nauru					
Plumber - L1 TL - Nauru					
Plumber - L2 TL - Nauru					
Plumber - L3 TL - Nauru					
Plumber - L4 TL - Nauru					
Plumber - L5 TL - Nauru					
Refrigeration Mechanic - Level 1 - Nauru					
Refrigeration Mechanic - Level 2 - Nauru					
Refrigeration Mechanic - Level 3 - Nauru					

Labour Category	Standard Weekly Hourly Rate (\$ GST Exc)	Overtime Weekly Hourly Rate (\$ GST Exc)	Standard Saturday & Overtime Hourly Rate (\$GST Exc)	Standard Sunday & Overtime Hourly Rate (\$GST Exc)	Public Holiday Hourly Rate (\$GST Exc)
Refrigeration Mechanic - Level 4 - Nauru	s47				
Refrigeration Mechanic - Level 5 - Nauru					
Refrigeration Mechanic - L1 TL - Nauru					
Refrigeration Mechanic - L2 TL - Nauru					
Refrigeration Mechanic - L3 TL - Nauru					
Refrigeration Mechanic - L4 TL - Nauru					
Refrigeration Mechanic - L5 TL - Nauru					
Trades Assistant - Level 1 - Nauru					
Trades Assistant - Level 2 - Nauru					
Trades Assistant - Level 3 - Nauru					
Trades Assistant - Level 4 - Nauru					
Trades Assistant - Level 5 - Nauru					
Trades Assistant - L1 TL - Nauru					
Trades Assistant - L2 TL - Nauru					
Trades Assistant - L3 TL - Nauru					
Trades Assistant - L4 TL - Nauru					

<b>Labour Category</b>	<b>Standard Weekly Hourly Rate (\$ GST Exc)</b>	<b>Overtime Weekly Hourly Rate (\$ GST Exc)</b>	<b>Standard Saturday &amp; Overtime Hourly Rate (\$GST Exc)</b>	<b>Standard Sunday &amp; Overtime Hourly Rate (\$GST Exc)</b>	<b>Public Holiday Hourly Rate (\$GST Exc)</b>
Trades Assistant - L5 TL - Nauru	s47				
Cleaning Team Leader - Level 1 - Nauru					
Cleaning Team Leader - Level 2 - Nauru					
Cleaning Team Leader - Level 3 - Nauru					
Cleaning Team Leader - Level 4 - Nauru					
Cleaning Team Leader - Level 5 - Nauru					
Cleaning Team Leader - L1 TL - Nauru					
Cleaning Team Leader - L2 TL - Nauru					
Cleaning Team Leader - L3 TL - Nauru					
Cleaning Team Leader - L4 TL - Nauru					
Cleaning Team Leader - L5 TL - Nauru					
Periodical Cleaner - Level 1 - Nauru					
Periodical Cleaner - Level 2 - Nauru					
Periodical Cleaner - Level 3 - Nauru					
Periodical Cleaner - Level 4 - Nauru					
Periodical Cleaner - Level 5 - Nauru					

<b>Labour Category</b>	<b>Standard Weekly Hourly Rate (\$ GST Exc)</b>	<b>Overtime Weekly Hourly Rate (\$ GST Exc)</b>	<b>Standard Saturday &amp; Overtime Hourly Rate (\$GST Exc)</b>	<b>Standard Sunday &amp; Overtime Hourly Rate (\$GST Exc)</b>	<b>Public Holiday Hourly Rate (\$GST Exc)</b>
Periodical Cleaner - L1 TL - Nauru	s47				
Periodical Cleaner - L2 TL - Nauru					
Periodical Cleaner - L3 TL - Nauru					
Periodical Cleaner - L4 TL - Nauru					
Periodical Cleaner - L5 TL - Nauru					
Cleaner - Level 1 - Nauru					
Cleaner - Level 2 - Nauru					
Cleaner - Level 3 - Nauru					
Cleaner - Level 4 - Nauru					
Cleaner - Level 5 - Nauru					
Cleaner - L1 TL - Nauru					
Cleaner - L2 TL - Nauru					
Cleaner - L3 TL - Nauru					
Cleaner - L4 TL - Nauru					
Cleaner - L5 TL - Nauru					
Team Leader - Level 1 - Nauru					

Labour Category	Standard Weekly Hourly Rate (\$ GST Exc)	Overtime Weekly Hourly Rate (\$ GST Exc)	Standard Saturday & Overtime Hourly Rate (\$GST Exc)	Standard Sunday & Overtime Hourly Rate (\$GST Exc)	Public Holiday Hourly Rate (\$GST Exc)
Team Leader - Level 2 - Nauru	s47				
Team Leader - Level 3 - Nauru					
Team Leader - Level 4 - Nauru					
Team Leader - Level 5 - Nauru					
Assistant - Level 1 - Nauru					
Assistant - Level 2 - Nauru					
Assistant - Level 3 - Nauru					
Assistant - Level 4 - Nauru					
Assistant - Level 5 - Nauru					
Kitchen Hand - Level 1 - Nauru					
Kitchen Hand - Level 2 - Nauru					
Kitchen Hand - Level 3 - Nauru					
Kitchen Hand - Level 4 - Nauru					
Kitchen Hand - Level 5 - Nauru					
Kitchen Hand - L1 TL - Nauru					
Kitchen Hand - L2 TL - Nauru					

<b>Labour Category</b>	<b>Standard Weekly Hourly Rate (\$ GST Exc)</b>	<b>Overtime Weekly Hourly Rate (\$ GST Exc)</b>	<b>Standard Saturday &amp; Overtime Hourly Rate (\$GST Exc)</b>	<b>Standard Sunday &amp; Overtime Hourly Rate (\$GST Exc)</b>	<b>Public Holiday Hourly Rate (\$GST Exc)</b>
Kitchen Hand - L3 TL - Nauru	s47				
Kitchen Hand - L4 TL - Nauru					
Kitchen Hand - L5 TL - Nauru					
Administration - Nauru					
Servery Staff - Level 1 - Nauru					
Servery Staff - Level 2 - Nauru					
Servery Staff - Level 3 - Nauru					
Servery Staff - Level 4 - Nauru					
Servery Staff - Level 5 - Nauru					
Servery Staff - L1 TL - Nauru					
Servery Staff - L2 TL - Nauru					
Servery Staff - L3 TL - Nauru					
Servery Staff - L4 TL - Nauru					
Servery Staff - L5 TL - Nauru					
Stores Operative - Level 1 - Nauru					
Stores Operative - Level 2 - Nauru					

Labour Category	Standard Weekly Hourly Rate (\$ GST Exc)	Overtime Weekly Hourly Rate (\$ GST Exc)	Standard Saturday & Overtime Hourly Rate (\$GST Exc)	Standard Sunday & Overtime Hourly Rate (\$GST Exc)	Public Holiday Hourly Rate (\$GST Exc)
Stores Operative - Level 3 - Nauru	s47				
Stores Operative - Level 4 - Nauru					
Stores Operative - Level 5 - Nauru					
Stores Operative - L1 TL - Nauru					
Stores Operative - L2 TL - Nauru					
Stores Operative - L3 TL - Nauru					
Stores Operative - L4 TL - Nauru					
Stores Operative - L5 TL - Nauru					
Driver - Level 1 - Nauru					
Driver - Level 2 - Nauru					
Driver - Level 3 - Nauru					
Driver - Level 4 - Nauru					
Driver - Level 5 - Nauru					
Driver - L1 TL - Nauru					
Driver - L2 TL - Nauru					
Driver - L3 TL - Nauru					



<b>Labour Category</b>	<b>Standard Weekly Hourly Rate (\$ GST Exc)</b>	<b>Overtime Weekly Hourly Rate (\$ GST Exc)</b>	<b>Standard Saturday &amp; Overtime Hourly Rate (\$GST Exc)</b>	<b>Standard Sunday &amp; Overtime Hourly Rate (\$GST Exc)</b>	<b>Public Holiday Hourly Rate (\$GST Exc)</b>
Driver - L4 TL - Nauru	s47				
Driver - L5 TL - Nauru					
Waste Team Leader - Level 1 - Nauru					
Waste Team Leader - Level 2 - Nauru					
Waste Team Leader - Level 3 - Nauru					
Waste Team Leader - Level 4 - Nauru					
Waste Team Leader - Level 5 - Nauru					
Waste Team Leader - L1 TL - Nauru					
Waste Team Leader - L2 TL - Nauru					
Waste Team Leader - L3 TL - Nauru					
Waste Team Leader - L4 TL - Nauru					
Waste Team Leader - L5 TL - Nauru					
Waste Operative - Level 1 - Nauru					
Waste Operative - Level 2 - Nauru					
Waste Operative - Level 3 - Nauru					
Waste Operative - Level 4 - Nauru					

<b>Labour Category</b>	<b>Standard Weekly Hourly Rate (\$ GST Exc)</b>	<b>Overtime Weekly Hourly Rate (\$ GST Exc)</b>	<b>Standard Saturday &amp; Overtime Hourly Rate (\$GST Exc)</b>	<b>Standard Sunday &amp; Overtime Hourly Rate (\$GST Exc)</b>	<b>Public Holiday Hourly Rate (\$GST Exc)</b>
Waste Operative - Level 5 - Nauru					
Waste Operative - L1 TL - Nauru					
Waste Operative - L2 TL - Nauru					
Waste Operative - L3 TL - Nauru					
Waste Operative - L4 TL - Nauru					
Waste Operative - L5 TL - Nauru					
Pest & Vermin Operative - Level 1 - Nauru					
Pest & Vermin Operative - Level 2 - Nauru					
Pest & Vermin Operative - Level 3 - Nauru					
Pest & Vermin Operative - Level 4 - Nauru					
Pest & Vermin Operative - Level 5 - Nauru					
Pest & Vermin Operative - L1 TL - Nauru					
Pest & Vermin Operative - L2 TL - Nauru					
Pest & Vermin Operative - L3 TL - Nauru					
Pest & Vermin Operative - L4 TL - Nauru					
Pest & Vermin Operative - L5 TL - Nauru					

<b>Labour Category</b>	<b>Standard Weekly Hourly Rate (\$ GST Exc)</b>	<b>Overtime Weekly Hourly Rate (\$ GST Exc)</b>	<b>Standard Saturday &amp; Overtime Hourly Rate (\$GST Exc)</b>	<b>Standard Sunday &amp; Overtime Hourly Rate (\$GST Exc)</b>	<b>Public Holiday Hourly Rate (\$GST Exc)</b>
WHS Advisor - Nauru	s47				
Training Officer - Nauru					
OPC1 Stores Administrator - Nauru					
OPC2 & 3 Stores Administrator - Nauru					
General Storeman - Level 1 - Nauru					
General Storeman - Level 2 - Nauru					
General Storeman - Level 3 - Nauru					
General Storeman - Level 4 - Nauru					
General Storeman - Level 5 - Nauru					
General Storeman - L1 TL - Nauru					
General Storeman - L2 TL - Nauru					
General Storeman - L3 TL - Nauru					
General Storeman - L4 TL - Nauru					
General Storeman - L5 TL - Nauru					
Laundry Storeman - Level 1 - Nauru					
Laundry Storeman - Level 2 - Nauru					

<b>Labour Category</b>	<b>Standard Weekly Hourly Rate (\$ GST Exc)</b>	<b>Overtime Weekly Hourly Rate (\$ GST Exc)</b>	<b>Standard Saturday &amp; Overtime Hourly Rate (\$GST Exc)</b>	<b>Standard Sunday &amp; Overtime Hourly Rate (\$GST Exc)</b>	<b>Public Holiday Hourly Rate (\$GST Exc)</b>
Laundry Storeman - Level 3 - Nauru	s47				
Laundry Storeman - Level 4 - Nauru					
Laundry Storeman - Level 5 - Nauru					
Laundry Storeman - L1 TL - Nauru					
Laundry Storeman - L2 TL - Nauru					
Laundry Storeman - L3 TL - Nauru					
Laundry Storeman - L4 TL - Nauru					
Laundry Storeman - L5 TL - Nauru					
Housekeeping Team Leader - Level 1 - Nauru					
Housekeeping Team Leader - Level 2 - Nauru					
Housekeeping Team Leader - Level 3 - Nauru					
Housekeeping Team Leader - Level 4 - Nauru					
Housekeeping Team Leader - Level 5 - Nauru					
Housekeeping Team Leader - L1 TL - Nauru					
Housekeeping Team Leader - L2 TL - Nauru					
Housekeeping Team Leader - L3 TL - Nauru					

<b>Labour Category</b>	<b>Standard Weekly Hourly Rate (\$ GST Exc)</b>	<b>Overtime Weekly Hourly Rate (\$ GST Exc)</b>	<b>Standard Saturday &amp; Overtime Hourly Rate (\$GST Exc)</b>	<b>Standard Sunday &amp; Overtime Hourly Rate (\$GST Exc)</b>	<b>Public Holiday Hourly Rate (\$GST Exc)</b>
Housekeeping Team Leader - L4 TL - Nauru	s47				
Housekeeping Team Leader - L5 TL - Nauru					
Housekeeping - Level 1 - Nauru					
Housekeeping - Level 2 - Nauru					
Housekeeping - Level 3 - Nauru					
Housekeeping - Level 4 - Nauru					
Housekeeping - Level 5 - Nauru					
Housekeeping - L1 TL - Nauru					
Housekeeping - L2 TL - Nauru					
Housekeeping - L3 TL - Nauru					
Housekeeping - L4 TL - Nauru					
Housekeeping - L5 TL - Nauru					
TPT Team Leader - Level 1 - Nauru					
TPT Team Leader - Level 2 - Nauru					
TPT Team Leader - Level 3 - Nauru					
TPT Team Leader - Level 4 - Nauru					

<b>Labour Category</b>	<b>Standard Weekly Hourly Rate (\$ GST Exc)</b>	<b>Overtime Weekly Hourly Rate (\$ GST Exc)</b>	<b>Standard Saturday &amp; Overtime Hourly Rate (\$GST Exc)</b>	<b>Standard Sunday &amp; Overtime Hourly Rate (\$GST Exc)</b>	<b>Public Holiday Hourly Rate (\$GST Exc)</b>
TPT Team Leader - Level 5 - Nauru	s47				
TPT Team Leader - L1 TL - Nauru					
TPT Team Leader - L2 TL - Nauru					
TPT Team Leader - L3 TL - Nauru					
TPT Team Leader - L4 TL - Nauru					
TPT Team Leader - L5 TL - Nauru					
Bus Driver - Level 1 - Nauru					
Bus Driver - Level 2 - Nauru					
Bus Driver - Level 3 - Nauru					
Bus Driver - Level 4 - Nauru					
Bus Driver - Level 5 - Nauru					
Bus Driver - L1 TL - Nauru					
Bus Driver - L2 TL - Nauru					
Bus Driver - L3 TL - Nauru					
Bus Driver - L4 TL - Nauru					
Bus Driver - L5 TL - Nauru					

<b>Labour Category</b>	<b>Standard Weekly Hourly Rate (\$ GST Exc)</b>	<b>Overtime Weekly Hourly Rate (\$ GST Exc)</b>	<b>Standard Saturday &amp; Overtime Hourly Rate (\$GST Exc)</b>	<b>Standard Sunday &amp; Overtime Hourly Rate (\$GST Exc)</b>	<b>Public Holiday Hourly Rate (\$GST Exc)</b>
Water Tanker Driver - Level 1 - Nauru	s47				
Water Tanker Driver - Level 2 - Nauru					
Water Tanker Driver - Level 3 - Nauru					
Water Tanker Driver - Level 4 - Nauru					
Water Tanker Driver - Level 5 - Nauru					
Water Tanker Driver - L1 TL - Nauru					
Water Tanker Driver - L2 TL - Nauru					
Water Tanker Driver - L3 TL - Nauru					
Water Tanker Driver - L4 TL - Nauru					
Water Tanker Driver - L5 TL - Nauru					
Effluent Truck Driver - Level 1 - Nauru					
Effluent Truck Driver - Level 2 - Nauru					
Effluent Truck Driver - Level 3 - Nauru					
Effluent Truck Driver - Level 4 - Nauru					
Effluent Truck Driver - Level 5 - Nauru					
Effluent Truck Driver - L1 TL - Nauru					

<b>Labour Category</b>	<b>Standard Weekly Hourly Rate (\$ GST Exc)</b>	<b>Overtime Weekly Hourly Rate (\$ GST Exc)</b>	<b>Standard Saturday &amp; Overtime Hourly Rate (\$GST Exc)</b>	<b>Standard Sunday &amp; Overtime Hourly Rate (\$GST Exc)</b>	<b>Public Holiday Hourly Rate (\$GST Exc)</b>
Effluent Truck Driver - L2 TL - Nauru	s47				
Effluent Truck Driver - L3 TL - Nauru					
Effluent Truck Driver - L4 TL - Nauru					
Effluent Truck Driver - L5 TL - Nauru					
Hose Boy - Level 1 - Nauru					
Hose Boy - Level 2 - Nauru					
Hose Boy - Level 3 - Nauru					
Hose Boy - Level 4 - Nauru					
Hose Boy - Level 5 - Nauru					
Hose Boy - L1 TL - Nauru					
Hose Boy - L2 TL - Nauru					
Hose Boy - L3 TL - Nauru					
Hose Boy - L4 TL - Nauru					
Hose Boy - L5 TL - Nauru					
Fleet Dispatcher - Nauru					
Vehicle Detailer - Level 1 - Nauru					



<b>Labour Category</b>	<b>Standard Weekly Hourly Rate (\$ GST Exc)</b>	<b>Overtime Weekly Hourly Rate (\$ GST Exc)</b>	<b>Standard Saturday &amp; Overtime Hourly Rate (\$GST Exc)</b>	<b>Standard Sunday &amp; Overtime Hourly Rate (\$GST Exc)</b>	<b>Public Holiday Hourly Rate (\$GST Exc)</b>
Vehicle Detailer - Level 2 - Nauru	s47				
Vehicle Detailer - Level 3 - Nauru					
Vehicle Detailer - Level 4 - Nauru					
Vehicle Detailer - Level 5 - Nauru					
Vehicle Detailer - L1 TL - Nauru					
Vehicle Detailer - L2 TL - Nauru					
Vehicle Detailer - L3 TL - Nauru					
Vehicle Detailer - L4 TL - Nauru					
Vehicle Detailer - L5 TL - Nauru					

**SCHEDULE 2 – APPENDIX 1: MONTHLY VALUE AT RISK**

All fees quoted in this Attachment are GST excl.

Table 1: Residents

<b>Nauru Resident Banding</b>	<b>Monthly Value at Risk</b>
0 - 400	s47
401 - 800	
801 - 1000	
1001 - 1200	
1201 - 1400	
1401 - 1600	
1601 - 1800	
1801 - 2000	
2001 - 2200	
2201 - 2400	
2401 - 2600	
2601 - 2800	
2801 - 3000	
3001 - 3200	

Table 2: Nauru Settlement Support Services

<b>Refugee Band</b> (determined in accordance with clause 2.21 of Part 5 of the Statement of Work)	<b>Monthly Value at Risk</b>
0	s47
1 - 120	
121 - 240	
241 - 360	
361 - 480	
481 - 600	
601 - 720	
721 - 840	
841 - 960	
961 - 1080	
1081 - 1200	
1201 - 1350	
1351 - 1500	

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## SCHEDULE 3 CONFIDENTIALITY DEED

**THIS DEED POLL** is made the \_\_\_\_\_ day of \_\_\_\_\_ 2017 in favour of the **COMMONWEALTH OF AUSTRALIA** represented by the Department of Immigration and Border Protection (**the Department**)

BY \_\_\_\_\_ (the **Confidant**)

### RECITALS

A The Department and [insert] (**Service Provider**) have entered into a Contract under which the Service Provider will provide the Services to the Department.

B. The performance of the Services requires access to information confidential to the Department.

C. The Confidant will be involved in 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 the Department and the Service Provider for the provision of Services on the Republic of Nauru.

**Department Confidential Information** means information that:

- a. is by its nature confidential;
- b. is designated by the Department or any law as confidential; or
- c. 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 the Department and its 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 Services Provider agrees that the Department may enforce the indemnity in clause 8.1 in favour of any Department officers, employees or agents.

**Executed as a Deed**

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

**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

Signature of director/secretary

Name

Name

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**SCHEDULE 4 DEED OF NON-DISCLOSURE PERSONAL INFORMATION**

**THIS DEED POLL** is made the \_\_\_\_\_ day of \_\_\_\_\_ 2017

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

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

1. The Confidant understands that in the course of performing duties in relation to a Contract between the Department and [insert] (**Service Provider**) (**Contract**) for the services on the Republic of Nauru, 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 the Service Provider (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 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 this Contract; and
  - b) agrees (pursuant to the Department's authorisation to the Service Provider) 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 the Contract.
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 Services Provider's obligations under the Contract to protect Personal Information if done or engaged in by the Services Provider; or
    - ii. the Australian Privacy Principles set out in the *Privacy Act 1988* (Cth) (**Privacy Act**) if done or engaged in by the Department;
  - b. implement all reasonable measures to assist the Department in meeting the obligations under the Privacy Act concerning the security, use and

disclosure of information to which the Department is subject in respect of that Personal Information;

- c. co-operate with any reasonable demands or enquiries made by a Commonwealth Information Officer;
- 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 Service Provider Personnel 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 Service Provider or a Australian Privacy Principle as set out in the Privacy Act, in accordance with the Service Provider's obligations under section 95C of the Privacy Act;
- i. immediately to notify the Department 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 of, and co-operate with the Department 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 Service Provider, except to the extent that the Service Provider 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 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 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 Service Provider 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 the Department to enforce this Deed, 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

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

\_\_\_\_\_  
Name

\_\_\_\_\_  
Name

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**SCHEDULE 5 SERVICE PROVIDER CONFIDENTIAL INFORMATION**

(a) Information contained in Contract:

<b>Item</b>	<b>Period of Confidentiality</b>
None	Not applicable

(b) Information obtained or generated in performing Contract:

<b>Item</b>	<b>Period of Confidentiality</b>
None	Not applicable

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## SCHEDULE 6 PERFORMANCE MANAGEMENT FRAMEWORK PRINCIPLES

### 1. Introduction to the Performance Management Framework

#### 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 Service Provider. The Framework has been designed to assist the Department in monitoring and evaluating the performance of the Service Provider against its contractual requirements and the Department's expected outcomes.
- 1.1.2. The Framework requires a collaborative approach between the Department and the Service Provider. The performance assessment process is risk based, and focuses primarily on performance against the responsibilities of the Service Provider as described in the Statement of Work. Successful performance by the Service Provider is expected to be achieved through quality service delivery, addressing identified risks and providing the Department with evidence of performance.

#### 1.2. Attachment to Schedule 6

- 1.2.1. Attached to this Schedule 6 is the Individual Service Provider Report (ISPR) Instruction Manual which sets out the format, content and timing for completing the Monthly Performance Reporting process. At appendix 1 and appendix 2 is the ISPR Template that is used to record the results of the monthly performance assessments.

#### 1.3. Application of the Performance Management Framework

- 1.3.1. The application of the Performance Management Framework will commence from the fifth month of the Contract, with the exception of:
- a. Performance Reporting (clause 14), which will commence from the fourth month of the Contract; and
  - b. Risk Assessment (clause 6) and Innovation Bonus (clause 12), which will commence from the Commencement Date.

### 2. Key commercial principles of the Framework

- 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
- Poor performance against KPIs will result in the Service Provider's monthly Performance Linked Fee being abated. The level of abatement will depend on Risk Ratings assigned to the KPIs and the Frequency of Occurrence of performance failures. The Performance Linked Fee at risk is defined in clause 1.4 of Schedule 2 for all Sites.

b. Cost savings incentive  
If the Service Provider undertakes continuous improvements that achieve cost efficiencies for the benefit of the Department in respect of Pass-Through Costs, the related Pass Through Cost savings will be shared between the Department and the Service Provider on a s47 basis respectively.

c. Innovation bonus

If the Service Provider identifies and implements new or changed processes that have the potential to improve performance and lead to cost savings for the benefit of the Department in respect of Service Fees (excluding Pass Through Costs, addressed under clause 2.1.1(b) above) , the Service Provider may be entitled to receive a share of up to s47 of the proposed cost savings, if the innovation is successfully implemented.

d. Repeat underperformance

Consistent poor performance against the KPIs may ultimately lead to termination of the Service Provider's contract.

### **3. Key elements of the Framework**

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3.1.1. The Framework applies to the Service Provider's performance at all Sites.

3.1.2. The Framework includes the following key elements:

- a. Key Performance Indicators (KPIs) and KPI Outcomes: The Service Provider's performance is assessed against KPIs. The KPIs represent the critical areas or service lines that frame the Department's expected outcomes. The performance assessment is designed to measure the extent to which the Service Provider's performance has contributed to the achievement of the Department's KPI Outcomes.
- b. Contract Responsibilities: The Service Provider's performance for each KPI is assessed against Contract Responsibilities (CRs) that reflect the services set out in the Statement of Work.
- c. Risk Ratings: The performance framework adopts a risk based approach that focuses on the Service Provider's CRs. At the commencement of each quarter, the Service Provider is required to rate its risk of non-compliance for each identified CR. The Service Provider and the Department will jointly agree on the Risk Ratings.
- d. Performance Measures: The Performance Measures define the method of assessing, either quantitatively or qualitatively, how the Service Provider has performed against its CRs and is evidenced by data recorded by the Service Provider. The result of the Performance Measure provides an evidence basis for Performance Ratings and for financial Abatements for underperformance, if applicable.
- e. Performance Ratings: On a monthly basis the Service Provider 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. 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 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 is applicable, a financial Abatement linked to the Service Provider's Corporate Overhead Fee (i.e. the Performance Linked Fee) may be applied.
- g. Incentives for innovation: If the Service Provider submits an innovative, cost savings proposal that is approved by the Department, the Service Provider will be rewarded with an Innovation Bonus. If the Service Provider identifies Pass Through Cost savings, a portion of the savings will be shared between the Department and the Service Provider.
- h. Performance reporting: The Service Provider is required to report on its performance to the Department by submitting an Individual Service Provider Report (ISPR). The ISPR is a monthly report on the Service Provider's Risk Ratings, performance against Contract Responsibilities (CRs) and abatements for Performance Failures (if applicable). The ISPR is to be completed in accordance with instructions set out in the ISPR Instruction Manual attached to this Schedule and the ISPR Template attached to the ISPR Instruction Manual.

**4. Key Performance Indicators**

- 4.1.1. The Service Provider's performance is assessed against Key Performance Indicators (KPIs). The KPIs represent critical areas or service lines that frame the Department's expected outcomes. The KPIs and the associated expected outcomes are summarised in Table 1:

Table 1 KPI areas and KPI Outcomes

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.

KPI areas and service lines	KPI Outcomes
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	The Service Provider 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. The Service Provider 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.

## 5. Contract Responsibilities

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

Table 2 Example of Contract Responsibilities

	<b>Contract Responsibilities</b>		
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. The Performance Management Framework is attached to this Schedule. It reflects the parties' joint agreement on the Service Provider's risk of non-compliance against each identified CR, that is it provides a Risk Rating against each CR. Risk Ratings are defined as either; Extreme, High, Medium, Minor or Low as explained in the ISPR Instruction Manual attached to this Schedule 6. The Service Provider is required to record its Risk Ratings in the ISPR Template (as set out in appendix 1 and appendix 2 to the ISPR Instruction Manual).
- 6.1.2. For each CR with an assigned Risk Rating the Service Provider 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 Execution Date, the Service Provider is required to review, and if necessary update the Risk Ratings and submit them to the Department for approval. The Risk Ratings that were agreed and recorded in the ISPR Template for the previous quarter will remain in place until the updated Risk Ratings have been jointly agreed by Department and the Service Provider.
- 6.1.4. The Risk Ratings agreed at the commencement of each quarter are to be submitted to the Department's National Office for approval. The final decision on a Risk Rating rests with the Department's National Office.

**7. Performance Measures**

- 7.1.1. Performance Measures (PMs) measure the Service Provider’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 Service Provider’s performance against each CR is either quantitatively or qualitatively assessed using the PMs described in the ISPR Template, as agreed between the Department and the Service Provider. The result of this performance assessment, referred to as the Performance Measure Result, is to be supported by data recorded by the Service Provider 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 Department and the Service Provider 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 Department and the Service Provider may agree to amend the PMs. The updated PMs will be approved by the Department and the ISPR Template updated accordingly.

**8. Performance Ratings**

- 8.1.1. As part of the Framework’s Monthly Performance Reporting process, the Service Provider is required to assess its performance against the CRs and assign a Performance Rating. The Service Provider 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 financial Abatement 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 Service Provider and the Department should be dealt with in the manner described in the ISPR Instruction Manual.

**8.4. Excusable Performance Failure Event**

- 8.4.1. An Excusable Performance Failure Event (EPF) is a circumstance or event which the Department recognises as being beyond the reasonable control of the Service Provider. EPFs are defined in clause 1.1 of the Contract.
- 8.4.2. An EPF may be requested by the Service Provider to excuse instances where a Performance Failure has occurred. If the Service Provider is seeking EPF relief, the Service Provider is required to notify the Department within three (3) business days of the EPF and subsequently make a submission to the

Department for consideration within five (5) business days of identification of the relevant EPF.

- 8.4.3. The process and format for making EPF submissions and the timeframe for approval by the Department is described in the ISPR Instruction Manual attached to this Schedule.

## **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 Service Provider may incur a financial Abatement and/or be required to provide additional reports to the Department as described below.

### **9.2. Financial Abatements for Performance Failures**

- 9.2.1. Performance deductions (financial Abatements) may be applied in respect of the Service Provider's Performance Failures. The financial Abatement is in the form of a percentage deduction of the Service Provider's monthly Performance Linked Fee for the Sites. The Performance Linked Fee is defined in clause 1.4 of Schedule 2 Fees and Payment.

- 9.2.2. The percentage level of Abatement 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.

### **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 financial Abatement is to be: applied immediately or; a percentage of the Performance Linked Fee withheld or; nil 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 financial Abatements**

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 Performance Linked Fee will be withheld until the Department 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 Performance Linked Fee 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 Service Provider’s Performance Linked Fee.

Table 5 Summary of tiered approach to applying financial Abatements

Risk Rating assigned to CR	Performance Rating	Frequency of occurrence of Performance Failure	Financial Abatement applicable	Abatement % of Performance Linked Fee
<b>Extreme</b>	> = 3	Nil	No	s47
	2 or 1	Initial Failure	Yes	
		Secondary Failure	Yes	
		Third Failure	Yes	
<b>High</b>	> = 3	Nil	No	
	2 or 1	Initial Failure	*Yes	
		Secondary Failure	Yes	
		Third Failure	Yes	
<b>Medium</b>	> = 3	Nil	No	
	2 or 1	Initial Failure	*Yes	
		Secondary Failure	Yes	
		Third Failure	Yes	
<b>Minor</b>	> = 3	Nil	No	
	2 or 1	Initial Failure	No	
		Secondary Failure	*Yes	
		Third Failure	Yes	
<b>Low</b>	> = 3	Nil	No	
	2 or 1	Initial Failure	No	
		Secondary Failure	*Yes	
		Third Failure	Yes	

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\*Refer to section 9.4.4. "Withholding financial Abatements"

**9.4.4. Withholding financial Abatements**

9.4.5. In Table 5, where an asterisk (\*) appears next to 'yes' in the "Financial Abatement applicable" column, the corresponding financial Abatement will be withheld from the Service Provider (Withholding financial Abatement). The amount withheld will be released upon the Department 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 Service Provider is to prepare an Action Plan. The Action Plan is required to outline the activities that the Service Provider 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 ISPR Instruction Manual attached to this Schedule.

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 the Department within 48 hours of the Performance Failure being identified.

**9.4.9. Example scenarios**

9.4.10. The ISPR Instruction Manual attached to this Schedule 6 contains a number of examples of how the performance Framework would be applied given a range of scenarios.

**9.4.11. Calculation of financial Abatement**

9.4.12. The financial Abatement for each Performance Failure shall be calculated in accordance with the following formula [a detailed breakdown of the payment mechanism will be included in Schedule 2 Fees and Payment] :

$$\text{Financial Abatement per Performance Failure} = \frac{\text{Performance Linked Fee} \times \text{Abatement \% assigned to the Risk Rating of the Performance Failure (per table 5)}}{\sum (\text{Number of Contract Responsibilities in the same Risk Rating category})}$$

*Worked example of the financial Abatement calculation:*

*Step 1: Determine the amount of fee at risk for each Risk Rating category, that is, Performance Linked Fee 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)*

*Step 3: Calculate the financial Abatement per Performance Failure as:  
 financial Abatement for each Performance Failure = Performance Linked Fee x  
 (A) / (B)*

*Step 4: Calculate the total financial Abatement for the month as  $\Sigma$  (financial  
 Abatement per Performance Failure x number of Performance Failures)*

*Step 1: Assume the Monthly Performance Linked Fee is s47*

*The fee at risk for each Risk Rating category is:*

<i>Risk Rating</i>	<i>Abatement %</i>	<i>Amount at risk \$ (A)</i>
<i>Extreme</i>	s47	
<i>High</i>		
<i>Medium</i>		
<i>Minor</i>		
<i>Low</i>		

s47



**10. Performance and efficiency incentive**

- 10.1.1. The Department expects that the Service Provider will, at least, meet performance expectations across all KPI areas as a whole (that is, KPIs 1 to 9 inclusive), and across all Sites.
- 10.1.2. To encourage the Service Provider to actively seek continuous improvements in service delivery that have the effect of achieving cost efficiencies for the benefit of Department, any Pass Through Cost savings that are identified and implemented by the Service Provider may be shared between the Department

and the Service Provider on a s47 basis respectively and will be payable under the terms outlined in Schedule 2.

## **11. Strategic and relationship KPI – Qualitative survey**

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### **11.1.1. Qualitative survey**

- 11.1.2. The extent to which the Service Provider has contributed to a collaborative relationship with 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. The Department will conduct a quarterly survey questionnaire (completed by selected Department representatives) to assess the Service Provider's performance against KPI 9. The quarterly survey questions are set out in the ISPR Template.
- 11.1.4. The Department will qualitatively assess the Service Provider'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 ISPR Template.

## **12. Innovation Bonus**

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- 12.1.1. The Department expects that the Service Provider will drive continuous improvements in service delivery and actively put forward innovative, value for money proposals that identify performance improvements and/or cost savings for the benefit of Department.
- 12.1.2. Where the Service Provider proposes to implement a new or changed service or system/procedure which has the effect of leading to cost savings for the benefit of the Department, the Service Provider may submit an Innovation Application (IA) to the Department. The Innovation Application should detail the nature of the innovation and incorporate a business case which demonstrates how it will benefit the Department.
- 12.1.3. An Innovation Bonus of s47 of the Department's cost savings as set out in the IA will be shared with the Service Provider under the terms outlined in Schedule 2.
- 12.1.4. The decision to approve the IA and the amount of the Innovation Bonus will be at the Department's discretion and may be subject to an annual cap determined by the Department. The Department agrees to notify the Service Provider of its decision within 6 weeks of receiving the IA.

## **13. Management of underperformance in KPIs**

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- 13.1.1. The Department may exercise the following options at its discretion to manage underperformance of KPIs:
- 13.1.2. If at any time the Service Provider has received, or is on a trajectory where it is likely to receive, three consecutive Performance Failures, then:

- a. The Department may require the Service Provider to submit a Rectification Plan with respect to the Performance Failures. The content and format of a Rectification Plan is set out in the ISPR Instruction Manual.
- b. If performance is not fully rectified in accordance with the Rectification Plan and within the agreed timeframe, then the Department may terminate the Service Provider's Contract.

**14. Performance Framework Reporting**

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- 14.1.1. The Monthly Performance Reporting process involves the Service Provider submitting the following reports to the Department (collectively referred to as the Monthly Performance Reports) for each Site.
  - a. An Individual Service Provider Report (ISPR) in accordance with the format and content described in the ISPR Instruction Manual attached to this Schedule 6. The ISPR should be submitted to the Department within 10 business days of the end of the relevant reporting month.
  - b. An ISPR Template in accordance with the format and content described in the ISPR Instruction Manual attached to this Schedule 6. Appendix 1 to the ISPR Instruction Manual provides an example of the format of the ISPR Template.
  - c. Action Plans for Performance Failures (if applicable).
  - d. EPF submissions (if applicable).
- 14.1.2. The Service Provider and the Department will collaboratively agree on the Service Provider's performance results as set out in the ISPR 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 ISPR Template.

**15. Audits of Monthly Performance Reports**

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- 15.1.1. The Department may periodically conduct audits of the Service Provider's compliance with its performance obligations under the Performance Management Framework, including the Service Provider'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 Service Provider
  - b. Site visits to any or all of the Sites; and
  - c. Interviews with key personnel.

**Appendix A – ISPR Instruction Manual**

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Refer to the Attached ISPR Instruction Manual.



# Offshore Processing Centre Individual Service Provider Report Instruction Manual

Abstract: This manual explains to the user how to complete the Offshore Processing Centre Individual Service Provider Report.

*Version 1.1*

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under the *Freedom of Information Act 1982*

Queries regarding this Instruction Manual can be emailed to the Performance Team, Offshore  
Detention Services Branch, at s47E(d)

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## Glossary of Terms

Term	Definition
Abatement	A financial penalty to the Service Provider for the failure of a Contract Responsibility.
Action Plan	A document created by the Service Provider identifying a Performance Failure and the activities the Service Provider will undertake to address issues that led to the Performance Failure.
Contract Responsibility	Service Provider service set out in the Contract's Statement of Work.
Corporate Overhead Fee	A monthly fee linked to capacity bands based on the number of Transferees at a Site, and is calculated daily.
Excusable Performance Failure (EPF)	A circumstance or event resulting in underperformance or contractual non-compliance on behalf of a Service Provider which the department recognises as being beyond the reasonable control of the Service Provider.
Excusable Performance Failure Submission	A document submitted by the Service Provider to the Performance Team seeking EPF relief for a Performance Failure.
Individual Service Provider Report (ISPR)	The tool developed to record the monthly performance of the Service Provider operating at Offshore Processing Centre.
Key Performance Indicator (KPI)	The critical areas or service lines to be measured that frame the department's expected outcomes.
OPC Contract Administrator	The person appointed by the Department Secretary to perform the duties of Contract Administrator and includes anyone acting in that position from time to time as notified to the Service Provider in writing.
Performance Linked Fee	The total financial amount put at risk by the Service Provider for any Financial Abatement for Performance Failures for which the Service Provider may be liable under Schedule 6, Part 9.2 of the Contract in any month.
Performance Measure	The method of assessing how the Service Provider has performed against the Contract Responsibility.
Performance Rating	A score given to the Service Provider for its performance of a Contract Responsibility.
Regional Processing Country (RPC)	A country designated by the Minister for Immigration and Citizenship, acting under subsection 198AB (1) of the <i>Migration Act</i> as a regional processing country.
Risk assessment	The overall process of risk identification, risk analysis and risk evaluation.
Risk mitigation strategy	A plan created after a thorough evaluation of the possible threats or hazards that could affect a business operation. The purpose of such strategies is to lessen or reduce, if not totally eliminate the adverse impacts of the known or perceived risks inherent in a particular undertaking before any damage takes place.

# 1 Overview of the Performance Management Framework

---

In December 2012, the then Department of Immigration and Citizenship (DIAC) introduced a Performance Management Framework (the Framework) for Service Providers operating at the Offshore Processing Centres (OPC) of The Republic of Nauru.

The Framework is aimed at measuring performance and encouraging continuous improvement in the delivery of services. The Framework describes the process for assessing performance and outlines Key Performance Indicators (KPI) that are expected of Service Providers in their delivery of services. The Framework has been designed to assist the department in monitoring and evaluating the performance of Service Providers' against their contractual requirements and the department's expected outcomes.

The Framework requires a collaborative approach between the department and the Service Provider. The performance assessment process is risk based, and focusses primarily on performance against the responsibilities of the Service Provider as described in the Contract's Statement of Work.

## 2 Overview of the Individual Service Provider Report and Individual Service Provider Report Instruction Manual

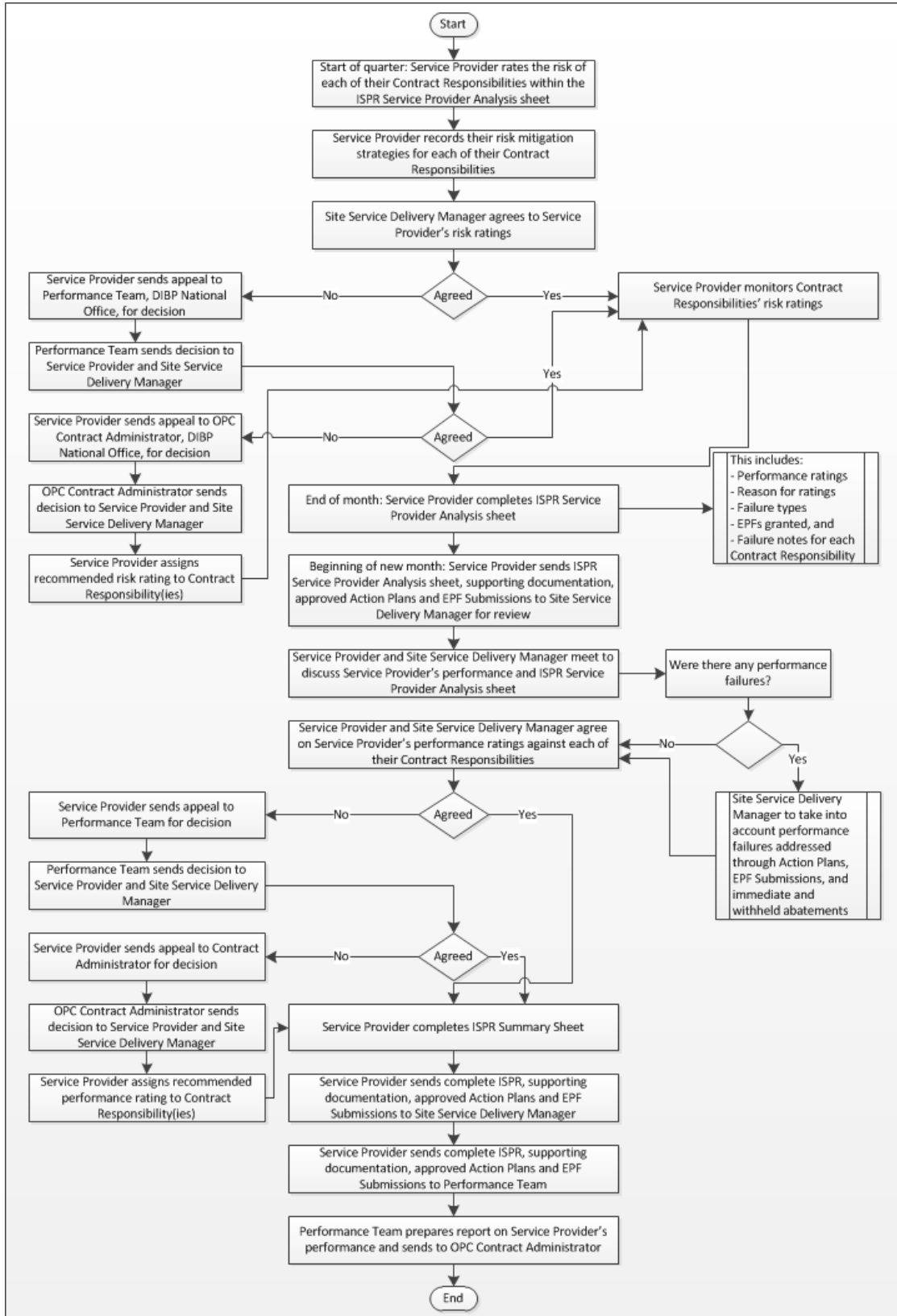
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The Individual Service Provider Report (ISPR) is a reporting tool that has been developed by the department to record the monthly performance results of Service Providers operating at Regional Processing Countries.

The ISPR comprises of sections for the Service Provider and Service Delivery Manager to complete information on risk, performance and Abatements. A number of columns and rows have been locked to prevent unintentional changes, and to protect the calculation of results.

This ISPR Instruction Manual provides context around the department's Performance Management Framework, and instructions for completing the ISPR as part of a monthly performance reporting process.

### 3 ISPR Workflow Diagram



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**Diagram 1: ISPR Workflow Diagram**

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## 4 Assessing and Reporting Risk

### 4.1 Purpose of rating risks

Under the Framework Service Providers and the Service Delivery Manager are required to jointly rate the risk associated with non-compliance with the Contract Responsibilities in the Framework. This ensures a joint understanding of contract priorities, informs the department of the risks to the efficient and effective running of the Site, and determines the calculation of a financial penalty (Abatement) in the case of Performance Failures.

### 4.2 Timing of rating risks

The joint risk review should occur prior to the commencement of each quarter.

### 4.3 Rating risks

The method used for rating the risk level of Service Providers' Contact Responsibilities is based on the department's Risk Management Framework.

Table 1 (*DIBP Risk Matrix*), shows the risk levels to be used to rate the risk of non-compliance with Service Providers' Contract Responsibilities.

Likelihood	Consequence					
	Low	Minor	Moderate	High	Extreme	Extreme
Almost Certain	Medium	Medium	High	Extreme	Extreme	Extreme
Likely	Minor	Medium	Medium	High	Extreme	Extreme
Possible	Minor	Minor	Medium	High	High	High
Unlikely	Low	Minor	Minor	Medium	High	High
Rare	Low	Low	Minor	Medium	Medium	Medium

Table 1: DIBP Risk Matrix

#### 4.3.1 Risk likelihood rating

Under the department's Risk Management Framework, the *likelihood* rating concerns the possibility that a risk will occur.

Table 2 (*Likelihood ratings and definitions*), shows the ratings to be used to rate the Service Provider's likelihood of a risk eventuating due to a non-compliance for each of their Contract Responsibilities.

Likelihood rating	Definition
<b>Almost certain</b>	A failure against the contract responsibility is expected.
<b>Likely</b>	A failure against the contract responsibility is probable.
<b>Possible</b>	A failure against the contract responsibility is possible.
<b>Unlikely</b>	There is a slight probability that a failure against the contract responsibility will occur.
<b>Rare</b>	There is a very slight probability that a failure against the contract responsibility will occur.

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**Table 2: Likelihood ratings and definitions**

### 4.3.2 Risk consequence rating

Under the department's Risk Management Framework, the *consequence* rating concerns the impact that a risk will have on the Contract Responsibility, and the effect this will have on the Department, the Service Provider, or for both entities.

Table 3 (*Consequence ratings and definitions*), shows the ratings to be used by the Service Provider and Site Service Delivery Manager to rate the Service Provider's consequence of non-compliance for each of their Contract Responsibilities.

Consequence Rating	Definition			
	Reputation	People	Information Communication Technology	Outcomes
Extreme	Result in extreme political/community sensitivity and media scrutiny	Result in death or permanent disability to a DIBP officer, Service Provider or Transferee	An ICT application, system or service is unusable for a period greater than 48 hours	Would threaten the department's viability, or result in a commission of inquiry or inquest
High	Result in significant political/community sensitivity and media scrutiny	Result in life threatening or serious injury requiring ongoing treatment to a DIBP officer, Service Provider or Transferee	An ICT application, system or service is unusable for a period greater than 24 hours	Impact adversely on the achievement of the department's strategic objectives, or require audit of program or project
Moderate	Result in some political/community sensitivity	Result in injury or health impact requiring limited ongoing treatment to a DIBP officer, Service Provider or Transferee	An ICT application, system or service is unusable for a period greater than 12 hours	May be some impact on the department's operational objectives, or require management initiated review
Minor	Result in limited political/community sensitivity	May result in a minor injury or health impact with some medical treatment to a DIBP officer, Service Provider or Transferee	An ICT application, system or service is unusable for a period greater than 1 hour	Could require action to offset the impact on some aspect of a program or project, or management reporting required
Low	No reputation damage outside the department	Injury may be dealt with through primary first aid	An ICT application, system or service is unusable for a period less than 1 hour	Any consequence can be dealt with by routine operations and management action

Table 3: Consequence ratings and definitions

The overall risk rating produced from the relationship between the likelihood and the consequence ratings are defined in Table 4 *Overall risk rating and definitions*, with suggested minimal action to be taken.

Risk rating	Definition
Extreme	The risk must be mitigated. The risk is acceptable providing it relates to a key objective or strategic outcome of the department.  Quality control measures must be implemented and managed by the responsible entity. Regular review and reporting should be provided to senior executives and relevant stakeholders.
High	Acceptable if the possible benefits of the activity outweigh the consequences of the associated risks. Quality control measures must be implemented and managed by the relevant entity.  Regular review and reporting of the risk needs to be provided to relevant stakeholders and to senior executives at their discretion.
Medium	Acceptable if the possible benefits of the activity outweigh the consequences of the associated risks. Quality control measures must be implemented and managed by the relevant entity.  Regular review and reporting of the risk needs to be provided to relevant stakeholders and to senior executives at their discretion.
Minor	Generally acceptable but must be monitored to ensure the risk rating does not change.
Low	Generally acceptable but must be monitored to ensure the risk rating does not change.

**Table 4: Overall risk ratings and definitions**

**4.4 Risk ratings for calculating Abatements**

Under the Framework, Contract Responsibilities’ risk ratings will be used to determine the Abatement amount applicable, should the Service Provider fail the same Contract Responsibility over two or more consecutive months, or if the risk rating warrants an immediate Abatement.

Table 5 (*Relationship between risk ratings and Abatement percentages*), shows the relationship between risk ratings and the Abatement percentage that the Service Provider could be abated of their monthly Performance Linked Fee.

Risk rating	Abatement Percentage
Extreme	s47E(d)
High	
Medium	
Minor	
Low	

**Table 5: Relationship between risk ratings and Abatement percentages**

**4.5 Risk rating agreement and disputes**

At the commencement of each quarter a Service Provider representative is to meet with the Site Service Delivery Manager to agree on the risk rating for each of the Contract Responsibilities listed in the ISPR.

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The agreed risk ratings are to be recorded in the Service Provider's ISPR, within the *Service Provider Analysis sheet*. Once recorded, the updated template should be provided to the Site Service Delivery Manager for verification and forwarded to the Performance Team.

Where risk ratings are in dispute, the Service Provider may email the Performance Team for a decision on the Contract Responsibility's risk rating in dispute. The Performance Team will review the Service Delivery Manager's decision and the Service Provider's arguments for their risk ratings and advise the Service Provider of their decision. If the Service Provider also disagrees with the Performance Team's assessment of the risk rating, they may write to the Department's OPC Contract Administrator stating their claims for the risk rating(s) in dispute, and seek their decision on the matter. The OPC Contract Administrator's decision is final and the risk rating is assigned to the Contract Responsibility for the quarter unless a subsequent event occurs which would cause a further review of the risk rating to be appropriate.

#### **4.6 Risk rating review**

Risk ratings can be reviewed by the Service Provider and Site Service Delivery Manager at any time, and is strongly recommended if a significant event occurs that could affect the Service Provider's ability to effectively and efficiently deliver services on the Site. Updated risk ratings will need to be agreed with the Site Service Delivery Manager and provided to the Performance Team.

#### **4.7 Risk mitigation strategies**

In addition to assigning a risk rating for each of the Service Provider's Contract Responsibilities, the Service Provider is also required to detail a risk mitigation strategy for each of their Contract Responsibilities in their ISPR.

The purpose of the Service Provider recording risk mitigation strategies for each of their Contract Responsibilities is to explain to the department their strategies for lessening or reducing, if not totally eliminating the adverse impacts of the known or perceived risks inherent in their delivery of services, before underperformance or an incident occurs.

## 5 Assessing and Reporting Performance

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### 5.1 Purpose of rating performance

As well as rating risks, Service Providers are also required to rate their performance for each of their Contract Responsibilities. Performance ratings are to be recorded by the Service Provider in their ISPR and discussed and agreed to by the Site Service Delivery Manager each month.

Under the Framework, Service Providers are required to base their performance ratings on their success in achieving their Contract Responsibilities.

Service Providers are required to rate their performance against their Contract Responsibilities in order to:

1. show their attained level of compliance against the department's prescribed compliance levels, and
2. demonstrate areas of performance, and identify areas requiring improvement.

### 5.2 Timing

The ISPR template must be submitted by the Service Provider within 10 days of the end of the reporting month.

The Service Provider and the Site Service Delivery Manager should endeavour to reach agreement on the rating within 15 days of the end of the reporting month and submit the report to the Performance Team.

### 5.2 Rating performance

In order to assign a performance rating for each of the Service Provider's Contract Responsibilities, the department has specified the methodology that the Service Provider is to use to work-out their compliance level attained. These calculations are unique to each of the Service Provider's Contract Responsibilities, and are recorded in a column titled, '*Performance Measure Calculation*', in the Service Provider's ISPR. Using the specified calculation the Service Provider will assign a performance rating for the Site Service Delivery Manager to discuss and agree to. The Service Provider may provide evidence to the Site Service Delivery Manager of how they achieved their recorded performance rating.

Table 5 (*Performance ratings and definitions*), shows the compliance level bandings, performance ratings, and definitions to be used by the Service Provider and Site Service Delivery Manager to rate and the Service Provider's performance against each of their Contract Responsibilities on a monthly basis.

Performance rating level	Performance rating score	Definition
Exceptional	5	Performance far exceeded expectations due to exceptionally high quality of work performed in all <i>essential</i> areas of responsibility, resulting in an overall quality of work that was excellent
Exceeds expectations	4	Performance consistently exceeded expectations in all

		<i>essential</i> areas of responsibility and the quality of work overall was good.
Meets expectations	3	Performance consistently met expectations in all <i>essential</i> areas of responsibility and the quality of work overall was satisfactory.
Improvement needed	2	Performance did not <i>consistently</i> meet expectations – performance failed to meet expectations in one or more <i>essential</i> 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 <i>essential</i> areas of responsibility and/or reasonable progress toward critical goals was not made. Significant improvement is needed in one or more important areas.

**Table 6: Performance ratings and definitions**

### 5.3 Performance ratings for calculating Abatements

By achieving a performance rating score of 3-5 (*meets expectations, exceeds expectations and exceptional* respectively) in their ISPR for that month the Service Provider will not be subjected to a performance warning or Abatement.

However, if the Service Provider scores a performance rating of a 2 or a 1 the Contract Responsibility will be counted as a Performance Failure and the Service Provider may be subjected to a performance warning or an Abatement for that particular Contract Responsibility.

### 5.4 Performance rating agreement and disputes

At the end of the month the Service Provider is required to complete their parts of the ISPR and submit it to the Site Service Delivery Manager for their review. Following submission of the ISPR the Service Provider and Site Service Delivery Manager are to meet to discuss the Service Provider’s performance ratings for the month.

At the meeting the Service Provider and the Site Service Delivery Manager should endeavour to reach agreement on the Service Provider’s performance ratings for the month. Performance rating disputes between the Service Provider and the Site Service Delivery Manager should be worked out in a collegial manner between the Service Provider and the Site Service Delivery Manager.

Where performance ratings are in dispute, the Service Provider may email the Performance Team who will review the Service Delivery Manager’s decision and the Service Provider’s arguments for their performance ratings and advise the Service Provider of their decision. If the Service Provider also disagrees with the Performance Team’s assessment of the performance rating, they may write to the Department’s OPC Contract Administrator stating their claims for the performance rating(s) in dispute, and seek their decision on the matter. In this instance the OPC Contract Administrator’s decision is final and the performance rating is assigned to the Contract Responsibility for the reporting month.



**Note:**

Where a performance rating is in dispute, the Site Service Delivery Manager’s recommended performance rating is to be recorded in the ISPR, and the Service Provider’s points of difference can be explained in the ISPR’s *Summary sheet*.



The OPC Contract Administrator's decision in the event of a performance rating dispute is final.

## 6 Assessing and Reporting Performance Failures

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### 6.1 Purpose of identifying Performance Failures

Under the Framework, Service Provider's Contract Responsibilities that score a performance rating of two (*improvement needed*) or one (*unsatisfactory*) are considered to be Performance Failures.

In certain circumstances the Service Provider may be able to address a Performance Failure by submission of an EPF, otherwise the risk level and frequency of failure of the Contract Responsibility will determine if a performance warning is issued, funds are withheld or an immediate abatement is applied.

### 6.2 Excusable Performance Failure

An EPF is a circumstance or event resulting in underperformance or contractual non-compliance on behalf of a Service Provider, that the Department recognises as being beyond the reasonable control of the Service Provider. An EPF may be requested by the Service Provider to excuse them from responsibility if it can be demonstrated that the Performance Failure is not the Service Provider's fault. An EPF Submission should only be submitted for the reasons outlined in the contract.

To apply for an EPF the Service Provider will need to notify the department within three days of the Performance Failure occurring or being realised, and submit an EPF Submission (see Appendix C) within 5 business days of identification of the Performance Failure to the Site Service Delivery Manager. Once received, the Site Service Delivery Manager will send the Service Provider's EPF Submission to the Performance Team for consideration.

The Performance Team will assess the Service Provider's EPF Submission and will advise the Service Provider and the Site Service Delivery Manager of its decision to either accept or decline the Performance Failure. The Performance Team has 10 business days in which to assess and make a decision about the Service Provider's request for an EPF.

If the Performance Team's decision is to decline the Service Provider's EPF request, and the Service Provider does not agree with this decision, the Service Provider can refer the matter to the Offshore Contract Administrator. The Service Provider will need to do this within five business days of receiving the Performance Team's initial decision of their EPF request. The Offshore Contract Administrator will advise the Service Provider on whether the Performance Team's decision is to be followed or not. The Offshore Contract Administrator will provide their decision within five business days of receiving the Service Provider's Performance Failure decision appeal.

The Service Provider must attach copies of their approved EPF Submission(s) for the reporting period with their ISPR when emailing it through to the Site Service Delivery Manager at the end of the month. The Site Service Delivery Management should ensure that these are attached when forwarding the report to the Performance Team.

The EPF Submission Template is at Appendix C.

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### 6.3 Abatement Regime

Where the Service Provider receives a performance rating of two (*Improvement needed*) or one (*Unsatisfactory*) for a Contract Responsibility, the Service Provider will receive either a warning about their underperformance or an Abatement which is consistent with the Framework's Abatement Regime.

Under the Framework, performance warnings and Abatements are based on the frequency of occurrence of Performance Failures, the risk rating assigned to the Contract Responsibility, and a tiered approach to applying abatements.

The frequency of Performance Failures and the risk rating of the Contract Responsibility will determine whether:

- (a) an Abatement is to be applied immediately,
- (b) a percentage of the Service Provider's monthly Performance Linked Fee is to be withheld, or
- (c) the Service Provider will receive a performance warning with no Abatement.

#### 6.3.1 Frequency of occurrence of Performance Failures

Performance Failures are assessed based on whether they are an Initial, Secondary or Third Failure. An Initial Failure is where a Performance Failure for the Contract Responsibility did not occur in the preceding period. A Secondary Failure is where a Performance Failure has occurred for the same Contract Responsibility in a second consecutive month. A Third Failure is where a Performance Failure has occurred for the same Contract Responsibility in a third consecutive month.

For a Performance Failure to become a Secondary or Third Failure, the same Performance Failure must have occurred in two or three consecutive months. 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.

If a Performance Failure occurs in more than three consecutive months it will be treated as a Third Failure.

#### 6.3.2 Tiered approach to applying Abatements

The tiered approach to applying Abatements is based on the risk rating of the Contract Responsibility for which there has been a Performance Failure.

The following explains the tiered approach to applying abatements against the Framework's risk ratings, and how the Abatement will be applied.

Where there has been a Performance Failure and the risk rating is:

- (a) Extreme, the Service Provider will receive an immediate Abatement, regardless of the number of previous Performance Failures for that Contract Responsibility. In this instance the Service will invoice the department, less the total Abatement amount, at the end of the month;
- (b) High or Medium, a percentage of the Service Provider's monthly Performance Linked Fee will be withheld until the Department approves that the Performance Failure has been

rectified/addressed. If the Performance Failure is a Secondary or Third Failure, in which case an immediate Abatement will apply; or

- (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 Service Provider’s monthly Performance Linked Fee will be withheld until the issues is rectified/addressed, or a Third Failure in which case an immediate Abatement will apply.

Table 7 (*Abatement application*), shows the tiered approach to applying Abatements based on Service Provider’s Contract Responsibilities’ risk ratings.

Risk rating	Failure event	Abatement applicable?	Abatement % of monthly Performance Linked Fee
<b>Extreme</b>	Nil	No	s47
	Initial Failure	Yes	
	Secondary Failure	Yes	
	Third Failure	Yes	
<b>High</b>	Nil	No	
	Initial Failure	*Yes	
	Secondary Failure	Yes	
	Third Failure	Yes	
<b>Medium</b>	Nil	No	
	Initial Failure	*Yes	
	Secondary Failure	Yes	
	Third Failure	Yes	
<b>Minor</b>	Nil	No	
	Initial Failure	No	
	Secondary Failure	*Yes	
	Third Failure	Yes	
<b>Low</b>	Nil	No	
	Initial Failure	No	
	Secondary Failure	*Yes	
	Third Failure	Yes	

*Where an asterisk appears next to ‘yes’ in the Abatement applicable column, the corresponding Abatement will be withheld from the Service Provider. The amount withheld will be released upon the department approving that the Performance Failure has been rectified/addressed through an Action Plan submitted by the Service Provider.*

**Table 7: Abatement application**

### 6.3.3 Calculating an Abatement

The components involved in calculating an Abatement are the Service Provider’s failed Contract Responsibility’s risk rating Abatement Percentage (shown in Table 7 above), the number of Contract Responsibilities which share the corresponding risk rating, and the monthly Performance Linked Fee at risk that corresponds with the number of Transferees on the Site.

The method of calculating an Abatement is described as follow:

Abatement = Performance Linked Fee x Abatement percentage assigned to the risk rating of the Performance Failure (see Table 7) /  $\sum$  (Number of Contract Responsibilities in the same risk rating category).

The following is a worked example of the Abatement calculation:

**Step 1:**

Determine the amount of fee at risk for each risk rating category. That is, Performance Linked Fee multiplied by the relevant Abatement percentage for each risk rating category (A). Whilst this is calculated by the ISPR, it does require the Performance Team to input the correct Performance Linked Fee in the ISPR's *Abatement Calculation sheet* for the reporting month.

For example, if there are between 1,001 and 1,200 Transferees on Nauru for the majority of the reporting month, the Monthly Performance Linked Fee at risk would be s47

\*This is a figure used for the purposes of the example only.

Based on there being between 1,001 and 1,200 Transferees on Nauru for the majority of the reporting month, the risk rating categories and Abatement percentages would be as follows:

Risk rating	Abatement %	Total at risk
Extreme		
High		
Medium		
Minor		
Low		

Table 8: Nauru Risk ratings and Total at risk example

**Step 2:**

From the Service Provider's ISPR, determine the number of Contract Responsibilities with the same risk ratings (B).

For example, during the month the Service Provider had two high risk, 10 medium risk, and 25 minor and low risk Contract Responsibilities.

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If the number of transferees fluctuates between bands throughout the course of the month on a Site, for which it is determined that the Service Provider is liable for Financial Abatement, the Performance Linked Fee for that month will be calculated on a pro-rata basis based on the number of calendar days in that month as relevant to each Site.

#### **6.4 Action Plans**

The purpose of an Action Plan is to outline the activities that a Service Provider must undertake to address the issue(s) that led to the Performance Failure. Service Providers' Action Plans should be outcomes focused, specific, measurable, achievable, realistic and timely.

Service Providers are to prepare an Action Plan for each Performance Failure that occurs, and are to include a timeframe for the implementation of their improvement strategy. Where Action Plans are required, they must be submitted by the Service Provider to the Site Service Delivery Manager for endorsement within 48 hours of a Performance Failure being identified.

On receipt of an Action Plan, the Site Service Delivery Manager is to discuss the Action Plan with the Service Provider and if they determine that it is a suitable response approve it at their soonest convenience.

The Service Provider must attach copies of their approved Action Plans for the reporting period with the ISPR when they send it through to the Site Service Delivery Manager at the end of the reporting month. Site Service Delivery Management should ensure that these are attached when forwarding the report to the Performance Team.

An Action Plan template is provided at Appendix B.

## 7 How to Complete the ISPR

---

The following instructions have been written to assist the Service Provider and Site Service Delivery Manager to efficiently and effectively complete their monthly ISPR. Where the Service Provider experiences a problem they should contact their Site Service Delivery Manager. If the Site Service Delivery Manager is unable to answer the Service Provider's question, the Service Provider may email their question to the Performance Team s47E(d)

### 7.1 Service Provider action

*At the commencement of each quarter*

The Service Provider is responsible for completing the ISPR template. Following agreement of the Risk Ratings with the Site Service Delivery Manager the Service Provider will enter the agreed ratings and their risk mitigation strategies into the ISPR template.

1. Open the ISPR template and assign it the file name '*ISPR - Service Provider name – Risk Ratings – Quarter - Year*'.

For example, ISPR - Service Provider X – Risk Ratings - Jan- March 20XX.xlsx.

2. Open the ISPR's *Service Provider Analysis sheet* and within the *Likelihood/Consequence column*, select the Likelihood cell and choose the applicable Likelihood rating (*Rare, Unlikely, Possible, Likely, or Almost certain*) from the drop-down menu. Complete this step for all Contract Responsibilities.

Repeat this step to enter the Consequence rating (*Low Minor, Moderate, High, or Extreme*) for each Contract Responsibility.

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Completing this step will automatically generate an overall risk rating in the *Risk rating column* for the Contract Responsibility.



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3. Within the *Risk Mitigation Strategy* column of the *Service Provider Analysis sheet*, record a risk mitigation strategy for each Contract Responsibility.

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4. Provide the ISPR template to the Site Service Delivery Manager for endorsement and forwarding to the Performance Team.

*Within 10 days of the end of the each month*

5. Open the ISPR template with the relevant quarter's risk ratings. Save a new copy of the file and assign it the file name '*ISPR - Service Provider name - month - year*'.

For example, ISPR - Service Provider X - July 20XX.xlsx.

Complete the remainder of the *Service Provider Analysis sheet*.

6. Under the *Performance Rating column*, choose a performance rating for each Contract Responsibility by selecting the cell corresponding with the Contract Responsibility and selecting a performance rating (1-5) from the drop-down menu.

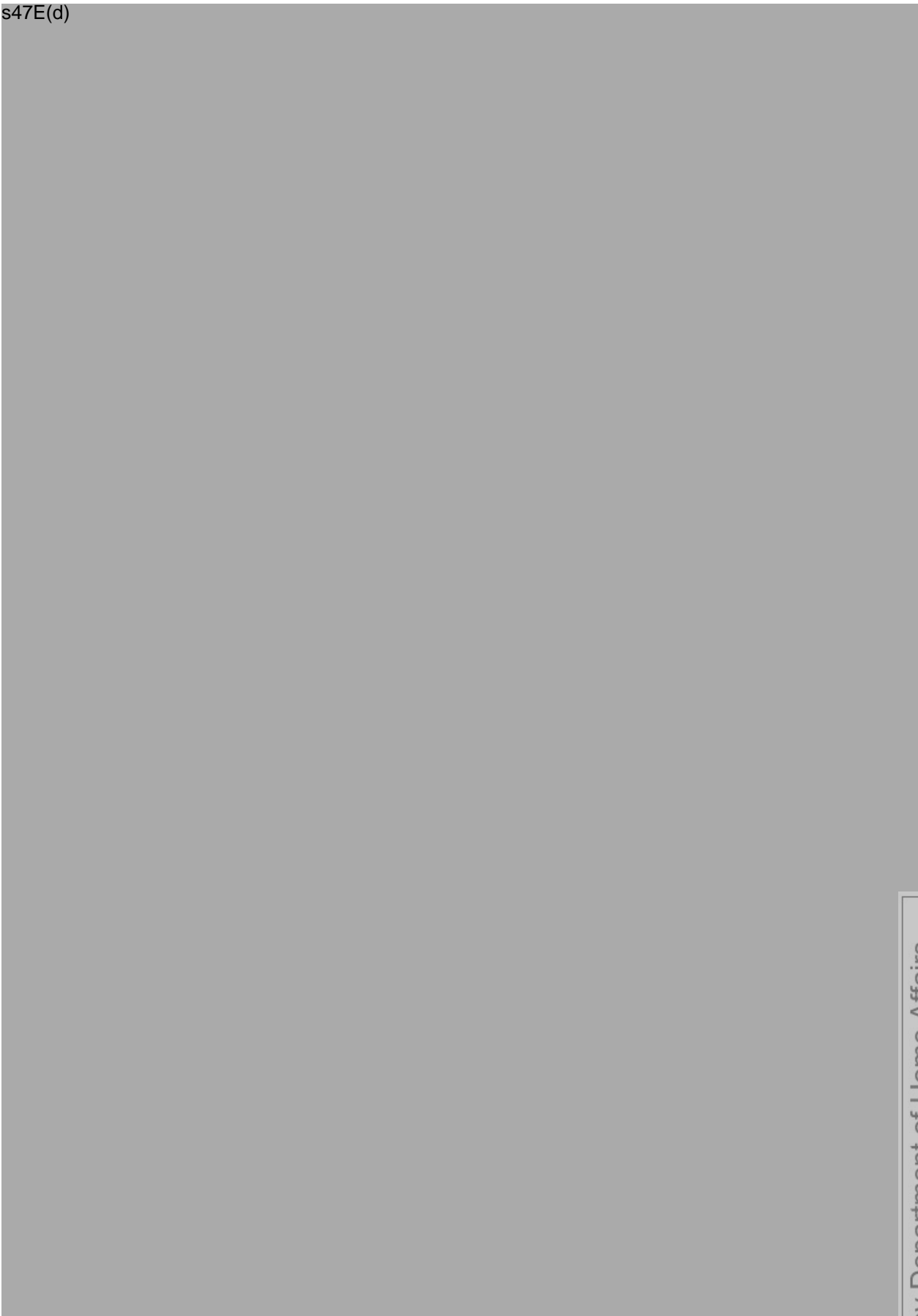
The performance rating is to be based on the rating definitions shown in Table 6 (*Performance ratings and definitions*).

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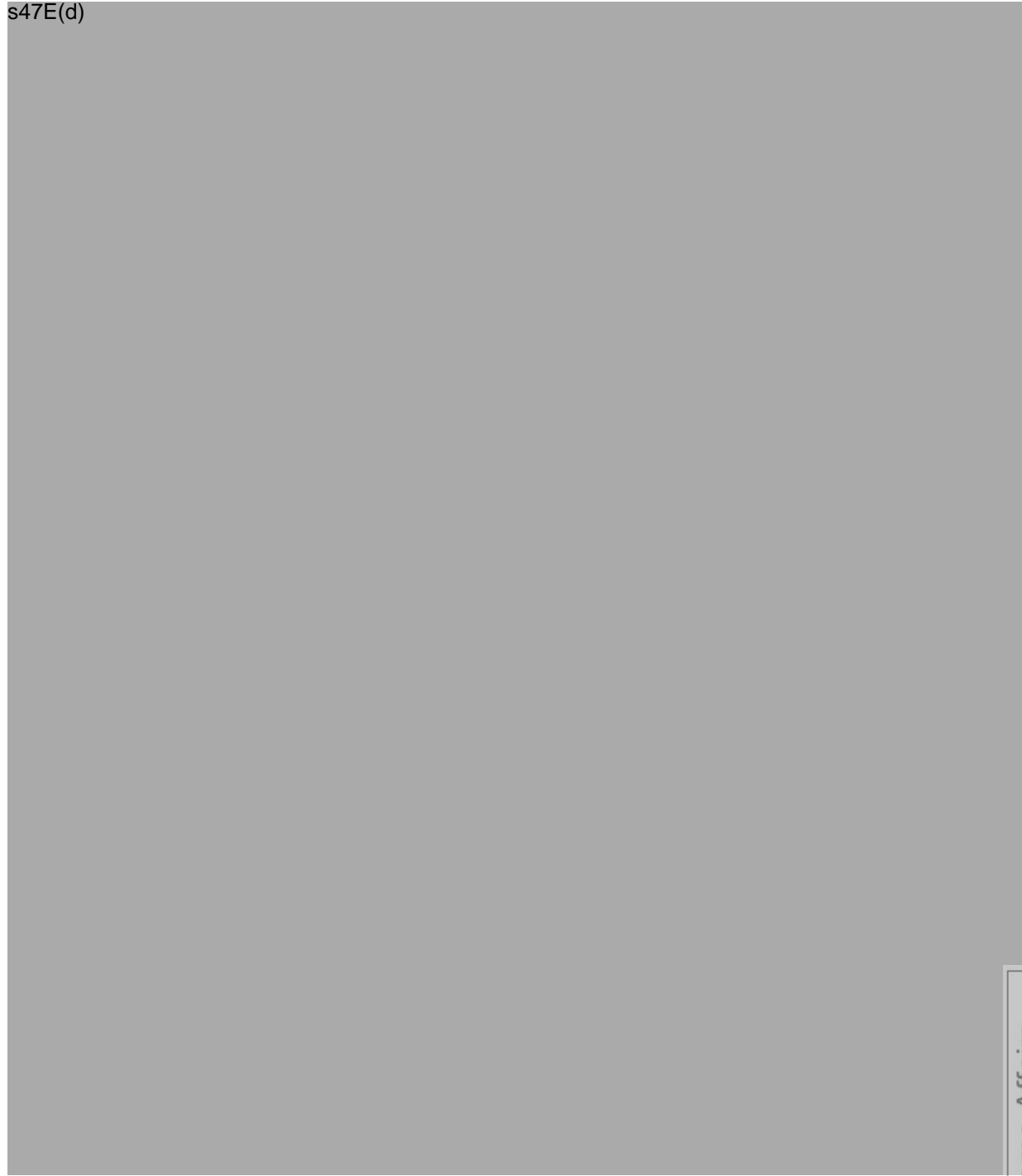


7. Under the *Reason for Rating* column enter a reason for the performance rating entered for each Contract Responsibility.

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9. In the *EPF Granted column* enter whether an EPF has been granted or not for each Contract Responsibility from the drop-down menu.



11. Complete the Summary Tab of the ISPR Template and submit the completed template to the Site Service Delivery Manager with any supporting documentation such as approved EPF submissions and approved action plans.

## **7.2 Site Service Delivery Manager Action**

1. On receipt of the ISPR from the Service Provider the Site Service Delivery Manager is to ensure that the Service Provider has completed the ISPR correctly and has reflected the risk ratings that have been agreed to.

2. The Site Service Delivery Manager should review the ratings and meet with the Service Provider to discuss any points of difference, request any evidence they would like to view in support of the Service Providers Performance ratings and either endorse the Service Providers ratings, seek agreement from the Service Provider to change a rating or ratings, or notify the Service Provider that a particular rating or ratings will not be supported.



**Note:**

If the Site Service Delivery Manager and the Service Provider agree to change the ratings from the original ratings submitted by the Service Provider the Service Provider is responsible for completing this and resubmitting the report to ensure a comprehensive package can be endorsed by the Site Service Delivery Manager and provided to the Performance Team.

3. If applicable, in the *Failure Notes column* enter a brief description of the Performance Failure and record the EPF Submission's Reference Number.

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4. Once The Service Provider and the Site Service Delivery Manager have completed their individual parts of the ISPR, the Site Service Delivery Manager is to send the completed ISPR with any supporting documentation, approved Action Plans, and approved EPF Submission's to the Performance Team.

The email is to be sent with the subject line '*ISPR - Service Provider's name – month and year*'.

The report should be forwarded to the Performance Team within 15 days of the end of the month.

#### **7.4 Performance Team action**

1. The Performance Team will review the ISPR, action any required abatements and provide a report of the ISPR to the OPC Contract Administrator.

## Appendix A – Performance Reporting Scenarios

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The following scenarios provide an explanation of what is to occur if:

- (a) there are no performance failures;
- (b) if a Performance Failure is rectified within the timeframe set by the Service Provider in an Action Plan or an EPF is granted;
- (c) a Performance Failure is rectified after the issue of a Credit Note and invoice, but within the 30 day payment period;
- (d) a Performance Failure is appealed through an EPF and approved by the Performance Team;
- (e) a Performance Failure is appealed through an EPF and approved or declined by the Performance Team; and
- (f) a Performance failure is not rectified or there was a failure of a significant measure.

### **Scenario 1: No performance failure(s)**

1. On 1 August 20XX, *Service Provider X* and the Site Service Delivery Manager met to discuss the Service Provider's performance for the month of July against their Contract Responsibilities.
2. *Service Provider X's* performance for the month of July was reviewed and it was agreed between *Service Provider X* and the Site Service Delivery Manager that there were no performance failures for the month.
3. On 7 August 20XX, *Service Provider X* sent their completed ISPR and relevant supporting documentation to the Site Service Delivery Manager for review and comment.
4. On 8 August 20XX, the Site Service Delivery Manager reviewed *Service Provider X's* ISPR parts. The Site Service Delivery Manager was satisfied that the ISPR had been completed correctly by *Service Provider X*. The Site Service Delivery Manager completed their parts of the ISPR, and sent it through to the Performance Team.

### **Scenario 2: Secondary performance failure rectified within timeframe set out in endorsed Action Plan**

1. On 25 August 20XX, *Service Provider X* incurred a Performance Failure for the same individual contract responsibility for a second consecutive month. The Contract Responsibility for which there was a Performance Failure was not rated as an Extreme risk.
2. On 26 August 20XX, *Service Provider X* sent the Site Service Delivery Manager an Action Plan for their Performance Failure, stating that their improvement strategy would be implemented by 28 August 20XX.
3. On 27 August 20XX, the Site Service Delivery Manager endorsed *Service Provider X's* Action Plan.
4. On 1 September 20XX, *Service Provider X* and the Site Service Delivery Manager met to discuss *Service Provider X's* performance against their Contract Responsibilities for the month. The Site Service Delivery Manager noted that *Service Provider X's* Action Plan had been received on time, and that their improvement strategy had been implemented on 28 August 20XX. The Site

Service Delivery Manager had no other issues with *Service Provider X's* performance for the month of August.

5. On 7 September 20XX, *Service Provider X* sent their completed ISPR and relevant supporting documentation through to the Site Service Delivery Manager for review and comment.
6. On 8 September 20XX, the Site Service Delivery Manager reviewed *Service Provider X's* ISPR parts. The Site Service Delivery Manager was satisfied that the ISPR had been completed correctly by *Service Provider X*. The Site Service Delivery Manager completed their parts of the ISPR, and sent it through to the Performance Team with *Service Provider X's* Action Plan.
7. As *Service Provider X* had addressed the Performance Failure within the timeframe set out in their Action Plan, no Abatement was applied.

***Scenario 3: Secondary performance failure rectified after issue of Credit Note and invoice was issued, but within the 14 day payment period***

1. On 25 August 20XX, *Service Provider X* incurred a Low risk Performance Failure for the same Contract Responsibility for a second consecutive month.
2. On 26 August 20XX, *Service Provider X* sent the Site Service Delivery Manager an Action Plan for their Performance Failure, stating that their improvement strategy would be implemented by 28 August 20XX.
3. On 27 August 20XX, the Site Service Delivery Manager endorsed *Service Provider X's* Action Plan.
4. On 1 September 20XX, *Service Provider X* and the Site Service Delivery Manager met to discuss *Service Provider X's* performance against their contract responsibilities for the month. The Site Service Delivery Manager noted that *Service Provider X's* Action Plan had been received on time, but that their Action Plan improvement strategy had not been implemented within the agreed timeframe.
5. On advice from the Site Service Delivery Manager, the Performance Team sent *Service Provider X* a letter requesting a Credit Note to withhold an Abatement amount for the Performance Failure.
6. On 7 September 20XX, *Service Provider X* sent their completed ISPR and relevant supporting documentation to the Site Service Delivery Manager for review.
7. On 8 September 20XX, the Site Service Delivery Manager reviewed *Service Provider X's* ISPR parts. The Site Service Delivery Manager was satisfied that the ISPR had been completed correctly by *Service Provider X* and sent it through to the Performance Team with *Service Provider X's* Action Plan.
8. On 10 September 20XX, *Service Provider X* successfully implemented their improvement strategy for the Performance Failure they had incurred in August 20XX. *Service Provider X* advised the Site Service Delivery Manager of this, who in turn advised the Performance Team.
9. The Performance Team acknowledged this information and made arrangements for *Service Provider X's* Credit Note to be cancelled.



**Scenario 4: Performance Failure appealed through an EPF and approved by the Site Service Delivery Manager**

1. On 5 August 20XX, *Service Provider X* had a Medium risk Performance Failure.
2. On 6 August 20XX, *Service Provider X* sent the Performance Team an EPF Submission for their Performance Failure, stating that, *the failure was a consequence of the unavailability of essential services such as electricity, gas, or water for more than 48 hours.*
3. On 9 August 20XX, the Performance Team approved *Service Provider X's* EPF request.
4. On 1 September 20XX, *Service Provider X* and the Site Service Delivery Manager met to discuss *Service Provider X's* performance against their Contract Responsibilities. The Site Service Delivery Manager noted that *Service Provider X* had submitted an EPF Submission for a Performance Failure on 6 August and that it had been approved on 9 August 20XX. There were no other Performance Failures for the month.
5. On 9 September 20XX, *Service Provider X* sent their completed ISPR to the Site Service Delivery Manager for review.
6. On 10 September 20XX, the Site Service Delivery Manager reviewed *Service Provider X's* ISPR. The Site Service Delivery Manager was satisfied that the ISPR had been completed correctly by *Service Provider X*. The Site Service Delivery Manager completed their parts of the ISPR and sent it through to the Performance Team with *Service Provider X's* approved EPF Submission.

**Scenario 5: Performance Failure appealed through an EPF and declined or approved by the Performance Team**

1. On 5 August 20XX, *Service Provider X* had a Medium risk Performance Failure.
2. On 6 August 20XX, *Service Provider X* sent the Site Service Delivery Manager an EPF Submission for their Performance Failure, stating that, *“the failure was a consequence of the unavailability of essential services such as electricity, gas, or water for more than 48 hours”.*
3. On 7 August 20XX, the Performance Team declined *Service Provider X's* EPF request, as it was assessed that the Performance Failure was preventable.
4. The Service Provider disputed this decision and had their Head Office write to the OPC Contract Administrator (care of the Performance Team) seeking a review of the decline decision.
5. On 9 August 20XX, *Service Provider X's* Head Office wrote to the OPC Contract Administrator seeking a review of the decline decision made by the Performance Team.
6. (a) *EPF decline decision upheld:*
  - i. On 9 August the OPC Contract Administrator received the Service Provider's email seeking a review of the Performance Team's decision not to approve the Service Providers' EPF request.

- ii. The OPC Contract Administrator reviewed the Performance Team's decision.
- iii. The Contract Administrator agreed with the Performance Team's decision to decline the Service Provider's EPF request, and requested in writing that the Service Provider submit an Action Plan and a Credit Note for their Performance Failure.
- iv. On 13 August 20XX, *Service Provider X* sent the Site Service Delivery Manager an Action Plan for their Performance Failure, that stated that their improvement strategy would be implemented by 15 August 20XX and sent their Credit Note for the total Abatement amount to the OPC Finance Section.
- v. On 14 August 20XX, the Site Service Delivery Manager endorsed *Service Provider X's* Action Plan.
- vi. On 1 September 20XX, *Service Provider X* and the Site Service Delivery Manager met to discuss *Service Provider X's* performance against their Contract Responsibilities for the month. The Site Service Delivery Manager noted that *Service Provider X's* Action Plan had been received on time and that their improvement strategy had been implemented on 15 August 20XX. The Site Service Delivery Manager had no other issues with *Service Provider X's* performance for the month of August.
- vii. On 7 September 20XX, *Service Provider X* sent their completed ISPR to the Site Service Delivery Manager for review.
- viii. On 9 September 20XX, the Site Service Delivery Manager reviewed *Service Provider X's* ISPR. The Site Service Delivery Manager was satisfied that the ISPR had been completed correctly by *Service Provider X*. The Site Service Delivery Manager completed their parts of the ISPR, and sent it through to the Performance Team with *Service Provider X's* Action Plan.
- ix. As *Service Provider X* addressed the performance failure within the timeframe set out in their Action Plan, no Abatement was applied and the Performance Team advised *Service Provider X* to issue an invoice offsetting the previously applied Credit Note.

(b) *EPF decline decision changed:*

- i. On 9 August 20XX the OPC Contract Administrator received the Service Provider's email seeking a review of the Performance Team's decision not to approve the Service Provider's EPF request.
- ii. The OPC Contract Administrator reviewed the Performance Team's decision.
- i. On 12 August 20XX, the OPC Contract Administrator advised the Performance Team that they disagreed with their decision to decline *Service Provider X's* EPF request and advised that the their EPF request was approved. .
- ii. On 13 August 20XX the Performance Team Contacted the Service Delivery Manager to advise that the OPC Contract Administrator had given their approval to *Service Provider X's* EPF request.

- iii. On 31 August 20XX, *Service Provider X* and the Service Delivery Manager met to discuss *Service Provider X's* performance against their Contract Responsibilities. The Site Service Delivery Manager noted that *Service Provider X* had completed an EPF Submission during the reporting period and that it had been approved by the OPC Contract Administrator. The Site Service Delivery Manager had no other issues with *Service Provider X's* performance for the month of August.
- iv. On 1 September 20XX, *Service Provider X* sent their completed ISPR to the Site Service Delivery Manager for review.
- v. On 9 September 20XX, the Service Delivery Manager reviewed *Service Provider X's* ISPR. The Site Service Delivery Manager was satisfied that the ISPR had been completed correctly by *Service Provider X*. The Site Service Delivery Manager completed their parts of the ISPR and sent it through to the Performance Team with *Service Provider X's* approved EPF Submission.

**Scenario 6: Third occurrence of a Performance Failure or an immediate abatement**

- 1. On 1 October 20XX, *Service Provider X* and the Site Service Delivery Manager met to discuss *Service Provider X's* performance against their Contract Responsibilities.
- 2. *Service Provider X's* performance for the month of September was reviewed and it was agreed between *Service Provider X* and the Site Service Delivery Manager that there had been a third Performance Failure of the same Contract Responsibility (over three consecutive reporting periods) and that the Action Plans previously implemented had been ineffective, or there was a failure of an Extreme, High or Medium risk rated Contract Responsibility.
- 3. On 7 October 20XX, *Service Provider X* sent their completed ISPR to the Site Service Delivery Manager for review.
- 4. On 9 October 20XX, the Site Service Delivery Manager reviewed *Service Provider X's* ISPR. The Site Service Delivery Manager was satisfied that the ISPR has been completed correctly by *Service Provider X*. The Site Service Delivery Manager completed their parts of the ISPR, and sent it through to the Performance Team.
- 5. On advice from the Site Service Delivery Manager, the Performance Team sent *Service Provider X* a letter explaining that as a consequence of the third occurrence of a Performance Failure or a failure of an Extreme, High or Medium risk Contract responsibility, *Service Provider X* would be abated.
- 6. *Service Provider X* sent the Performance Team a Credit Note for the amount calculated in the ISPR to be subtracted from their monthly Performance Linked Fee.

## Appendix B – Action Plan

### Action Plan

<b>Service Provider:</b>	<i>Service Provider's name and Site</i>	<b>Contract Responsibility:</b>	<i>E.g. 1.1 ....</i>
<b>Submitted by:</b>	<i>Service Provider representative's first and second name</i>	<b>Reporting month:</b>	<i>Month Year</i>
<b>Date:</b>	<i>Day-Month-Year</i>	<b>Reference Number:</b>	<i>Start at 001/2014</i>

<b>To be completed by the Service Provider</b>	
<b>Details of the Performance Failure</b>	
<b>Details of proposed improvement strategy for the Contract Responsibility</b>	
<b>Implementation date</b>	
<b>Anticipated completion date</b>	
<b>Responsible Officer</b> Name: Position: Signature: Date:	

<b>To be completed by the Site Service Delivery Manager</b>	
<b>Action Plan approved</b>	Yes/No
<b>Comments</b>	
<b>Responsible Officer</b> Name: Signature: Position: Date:	

Once completed, copies are to be kept by the Service Provider and the Site Service Delivery Manager.

## Appendix C – Excusable Performance Failure Submission

### Excusable Performance Failure Submission

<b>Service Provider:</b>	<i>Service Provider's name and Site</i>	<b>Contract Responsibility:</b>	<i>E.g. 1.1 ....</i>
<b>Submitted by:</b>	<i>Service Provider representatives first and second name</i>	<b>Reporting month:</b>	
<b>Date:</b>	<i>Day-Month-Year</i>	<b>Reference Number:</b>	<i>Start at 001/2014</i>

Excusable Performance Failure Event (check one)				
a. A fire, flood, earthquake, pandemic, elements of nature or other acts of God.	b. War or other state of armed hostilities, national emergency, embargo or action by Customs.	c. Unavailability of essential services such as electricity, gas or water for more than 48 hours.	d. A restraint by a government agency in a Regional Processing Country.	e. Any other event or occurrence beyond the control of the Service Provider.
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

<b>Reason(s) for seeking an EPF:</b>
--------------------------------------

<b>To be completed by the Site Service Delivery Manager</b>	
<b>EPF recommended</b>	Yes/No
<b>Comments</b>	
<b>Responsible Officer</b>	
<b>Name:</b>	
<b>Signature:</b>	
<b>Position:</b>	
<b>Date:</b>	

Once completed copies are to be kept by the Service Provider and the Site Service Delivery Manager, and a copy emailed to s47E(d), attention Performance Team.

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**Australian Government**

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**Department of Immigration and Border Protection**

**RFT 1700684**

**Provision of Garrison and Welfare Services in Nauru**

**SCHEDULE 6: PERFORMANCE MANAGEMENT  
FRAMEWORK MEASURES**

**APPENDIX 1: NAURU OPERATIONAL ISPR**

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**Nauru**  
Individual Service Provider Report Summary

**(Insert month and year)**

Contact person		Initial failure(s)	<input type="checkbox"/> Yes <input type="checkbox"/> No
Contact number		Secondary failure(s)	<input type="checkbox"/> Yes <input type="checkbox"/> No
Abatements applicable	<input type="checkbox"/> Yes <input type="checkbox"/> No	Third failure(s)	<input type="checkbox"/> Yes <input type="checkbox"/> No
Action Plan(s) submitted	<input type="checkbox"/> Yes <input type="checkbox"/> No	EPF(s) submitted	<input type="checkbox"/> Yes <input type="checkbox"/> No
Action Plan(s) endorsed	<input type="checkbox"/> Yes <input type="checkbox"/> No	EPF(s) approved	<input type="checkbox"/> Yes <input type="checkbox"/> No

**Executive Summary**

**Assessment of performance against Contract Responsibilities**

**Areas of poor performance**

**Areas of achievement**

**Transferee and Community outcomes**

**DIBP Service Delivery Manager comments**

**Sign here**

Signature of Service Provider representative

Name:

Position:

Date:

**Sign here**

Signature of Service Delivery Manager

Name:

Position:

Date:

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Quantitative and Qualitative Analysis

		Risk Relation			Performance Relation				Abatement Relation									
Item	Contract Responsibility and Reference(s)	Likelihood/Consequence	Risk Rating	Risk Mitigation Strategy	Performance Measure Definition	Performance Measure Calculation	Performance Rating	Reason for Rating	Failure Type	EPF Granted	Failure Notes	Calculation Field	Abatement Applicable	Abatement Amount	Withhold/Abate Monthly Performance Linked Fee			
	Protected data	Select the Likelihood and Consequence rating of non-compliance	Automated	Steps that will be taken to mitigate the risk of failure	Protected data	Use this formula to calculate compliance with performance baseline/benchmark	Exceptional = 5 Meets expectations = 4 Improvement needed = 2 Unsatisfactory = 1	Provide commentary and evidence to support performance rating	Select value applicable to the failure (Secondary and Third failures need to have occurred in consecutive months)	Has an EPF been requested and granted?	DIBP summary of failure	HIDDEN (Used to enable appropriate abatement calc)	Potential abatement to apply?	Automated	Automated			
1. Welfare	Definition: The Residents' cultural, spiritual, social, mental and emotional well-being in general.  Outcome: The cultural, spiritual, social, mental and emotional well-being of Residents and the Resident community is maintained and positively influenced by service provider involvement where practical.	Individual Management Plans 2.3 - Individual Management Plans (SoW - Part 2)	Possible Medium Moderate		s47, s47E(d)							No	No	\$	- N/A			
		Individual Management Plans 2.3 - Individual Management Plans (SoW - Part 2)	Rare Low Minor									No	No	\$	- N/A			
		Refer all complaints within the required timeframe 2.15 - Complaints Management System (SoW - Part 2)	Possible Medium Moderate											No	No	\$	- N/A	
		Respond to all complaints within the required timeframe 2.15 - Complaints Management System (SoW - Part 2)	Likely Medium Moderate											No	No	\$	- N/A	
		Programmes and Activities offered per Resident 3.1 - Programmes and Activities Overview, 3.2 - Education Programme, 3.3 - Religious Programme, 3.4 - Recreation Programmes, 3.5 - Sporting Programme, 3.6 - Excursions, and 3.8 - Gym, and 2.2 - Interaction with Residents (SoW - Part 2)	Possible High High												No	No	\$	- N/A
		Appropriate Programmes and Activities schedules submitted 3.2 - Education Programme, 3.3 - Religious Programme, 3.4 - Recreation Programmes, 3.5 - Sporting Programme, and 3.6 - Excursions, and 2.2 - Interaction with Residents (SoW - Part 2)	Unlikely Minor Moderate												No	No	\$	- N/A
		Communication Management 6.1 - Access to communication services, 6.2 - Management of access, 6.3 - Access and use of mail services and facsimiles, and 6.4 - Television and other media (SoW - Part 2)	Possible High High												No	No	\$	- N/A
		Communication Management 6.1 - Access to communication services, 6.2 -	Likely															

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	1.8	Management of access, 6.3 - Access and use of mail services and facsimiles, and 6.4 - Television and other media (SoW - Part 2)	Moderate	Medium	
	1.9	Individual Allowance Programme and Canteen 3.7 - Individual Allowance Programme and Canteen (SoW - Part 2)	Unlikely Minor	Minor	
2. Care	2.1	Residents are referred for medical attention on request (or immediately in the case of emergencies) 2.9 - Health of Residents (SoW - Part 2)	Possible Extreme	High	
	2.2	Efficient and effective coordination of reception and induction, transfer and discharge processes at the Site Performance Measure definition includes all of the activities listed in the Contract clauses listed below. 4.1 - General Responsibilities (Reception, Transfer and Discharge), 4.2 - Processing times, 4.3 - Reception, 4.4 - Resident health induction assessment, 4.6 - Arrival phone call, 4.7 - Residents security risk assessment, 4.8 - Induction Briefing, 4.11 - Transfer, 4.12 - Discharge, and 4.13 - Discharge for return (SoW - Part 2)	Unlikely Moderate	Minor	
	2.3	Provide the required starter packs to Residents during reception and induction processes 4.5 - Bedding, clothing, footwear and Items (SoW - Part 2)	Unlikely Minor	Minor	
	2.4	Incident management 3.13 - Incidents (SoW - Part 4), 3.5 - Emergency breakdown and repairs (SoW - Part 7), 2.10 - Residents under the influence of drugs and alcohol (SoW - Part 2), and 2.14 - Illegal and anti-social behaviour (SoW - Part 2)	Possible High	High	
	2.5	Incident management 3.13 - Incidents (SoW - Part 4), 3.5 - Emergency breakdown and repairs (SoW - Part 7), 2.10 - Residents under the influence of drugs and alcohol (SoW - Part 2), and 2.14 - Illegal and anti-social behaviour (SoW - Part 2)	Possible High	High	
	2.6	Incident reporting 3.13 - Incidents (SoW - Part 4), 3.5 - Emergency breakdown and repairs (SoW - Part 7), 2.10 - Residents under the influence of drugs and alcohol (SoW - Part 2), and 2.14 - Illegal and anti-social behaviour (SoW - Part 2)	Possible Moderate	Medium	
	2.7	Incident reporting 3.13 - Incidents (SoW - Part 4), 3.5 - Emergency breakdown and repairs (SoW - Part 7), 2.10 - Residents under the influence of drugs and alcohol (SoW - Part 2), and 2.14 - Illegal and anti-social behaviour (SoW - Part 2)	Unlikely Minor	Minor	



									No	No	\$	-	N/A
									No	No	\$	-	N/A
									No	No	\$	-	N/A
									No	No	\$	-	N/A
									No	No	\$	-	N/A
									No	No	\$	-	N/A
									No	No	\$	-	N/A
									No	No	\$	-	N/A
									No	No	\$	-	N/A
									No	No	\$	-	N/A

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3. Security	Definition: The safety, integrity and good order of the facility, its people and its operations. Outcome: The safety, integrity and good order of the facility, its people and its operations are maintained.	Risk		Impact	Likelihood	Frequency	Control	Residual Risk	Mitigation	Status	Budget	Timeline	Notes
		Severity	Frequency										
3.1	Security and Emergency systems 3.8 - Security systems, and 3.9 - Emergency systems and services (SoW - Part 7)	Unlikely	High	High	Unlikely	High	No	No	\$	-	N/A		
3.2	Safety and security of the site 3.4 - Safety and security information obligation (SoW - Part 4)	Unlikely	Minor	Medium	Unlikely	Medium	No	No	\$	-	N/A		
		Moderate											
3.3	Safety and security of the site 3.8 - Entry control (SoW - Part 4)	Rare	Minor	Medium	Unlikely	Medium	No	No	\$	-	N/A		
		Moderate											
3.4	Safety and security of the site 4.20 - Safety and security exercise	Unlikely	Medium	High	Unlikely	High	No	No	\$	-	N/A		
		High											
3.5	The secure storage of Residents' property, including illegal and excluded items 5.0 - Property of Residents, 5.2 - Storage of and access of Residents property, 5.3 - Recording of Residents property in storage, 5.4 - Returning property to Residents, 5.6 - Prohibited and Controlled Items, and 2.2 - Interaction with Residents (SoW - Part 2)	Possible	Minor	Medium	Unlikely	Medium	No	No	\$	-	N/A		
		Minor											
3.6	Management of emergencies 4.1 - General (Management of emergencies), 4.2 - Compliance with Australian Standards, 4.3 - Emergency Control Organisation, 4.4 - Emergency exercises, and 3.19 - Contingency plans and procedures (SoW - Part 4)	Unlikely	Medium	High	Unlikely	High	No	No	\$	-	N/A		
		High											
8.1	Training of locally engaged personnel 1.2 - Provision of works and services in Nauru (SoW - Part 1)	Possible	High	High	Unlikely	High	No	No	\$	-	N/A		
		High											
8.2	Appropriate behaviour by Service Provider Personnel	Unlikely	Medium	High	Unlikely	High	No	No	\$	-	N/A		
		High											
8.3	The registration, planning, scheduling and performance of maintenance and modifications to Site assets and infrastructure 3.4 - Maintenance of Assets, Infrastructure and Grounds, 3.8 - Security systems, 3.9 - Emergency systems and services, and 3.11 - Communication about maintenance and modifications maintenance (SoW - Part 7) 2.5 - Transferee records (SoW - Part 2)	Possible	Minor	Medium	Unlikely	Medium	No	No	\$	-	N/A		
		Minor											
8.4	Unscheduled maintenance	Possible	High	High	Unlikely	High	No	No	\$	-	N/A		

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9. Collaboration and continuous improvement		Definition: The extent to which the Service Provider has contributed to a collaborative relationship with other service providers, and has delivered a culture of continuous improvement.		Outcome: The achievement of a collaborative relationship with the Department and other ser		§47, §47E(d)												
9.1		High	High											No	No	\$	-	N/A
9.2	Collaboration and continuous improvement	Rare	Low											No	No	\$	-	N/A
		Minor												No	No	\$	-	N/A
9.3	Collaboration and continuous improvement	Rare	Low											No	No	\$	-	N/A
		Minor												No	No	\$	-	N/A

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# Data Sheet

Risk	Abatement %	Reporting Frequency
Extreme	S47	
High		
Medium		
Minor		
Low		

Failure occurrence
Nil
Initial failure
Secondary failure
Third failure

Risk Rating Schedule						
		Consequence				
		Low	Minor	Moderate	High	Extreme
Likelihood	Almost Certain	Medium	Medium	High	Extreme	Extreme
	Likely	Minor	Medium	Medium	High	Extreme
	Possible	Minor	Minor	Medium	High	High
	Unlikely	Low	Minor	Minor	Medium	High
	Rare	Low	Low	Minor	Medium	Medium

	Initial Failure	Secondary Failure	Third Failure
Extreme	Abatement	Abatement	Abatement
High	Withholding	Abatement	Abatement
Medium	Withholding	Abatement	Abatement
Minor	No abatement	Withholding	Abatement
Low	No abatement	Withholding	Abatement

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**Australian Government**

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**Department of Immigration and Border Protection**

**RFT 1700684**

**Provision of Garrison and Welfare Services in Nauru**

**SCHEDULE 6: PERFORMANCE MANAGEMENT  
FRAMEWORK MEASURES**

**APPENDIX 2: NAURU SETTLEMENT SUPPORT  
SERVICES ISPR**

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<b>Nauru</b>			
<b>Individual Service Provider Report Summary</b>			
(Insert month and year)			
Contact person		Initial failure(s)	<input type="checkbox"/> Yes <input type="checkbox"/> No
Contact number		Secondary failure(s)	<input type="checkbox"/> Yes <input type="checkbox"/> No
Abatements applicable	<input type="checkbox"/> Yes <input type="checkbox"/> No	Third failure(s)	<input type="checkbox"/> Yes <input type="checkbox"/> No
Action Plan(s) submitted	<input type="checkbox"/> Yes <input type="checkbox"/> No	EPF(s) submitted	<input type="checkbox"/> Yes <input type="checkbox"/> No
Action Plan(s) endorsed	<input type="checkbox"/> Yes <input type="checkbox"/> No	EPF(s) approved	<input type="checkbox"/> Yes <input type="checkbox"/> No
<b>Executive Summary</b>			
<b>Assessment of performance against Contract Responsibilities</b>			
<b>Areas of poor performance</b>			
<b>Areas of achievement</b>			
<b>Transferee and Community outcomes</b>			
<b>DIBP Service Delivery Manager comments</b>			
<b>Sign here</b>		<b>Sign here</b>	
Signature of Service Provider representative		Signature of Service Delivery Manager	
Name:		Name:	
Position:		Position:	
Date:		Date:	

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# Abatement calculations

## Inputs

Fee at risk - Settlement Support Services  
Nauru

s47 [Redacted]

## Abatement amounts

### Nauru

Fees (GST exc)

Risk Rating	% Abatement	Number of Performance Measures in Risk category	Settlement Support - Nauru
Extreme	s47		
High			
Medium			
Minor			
Low			

## Attachment C to Schedule 2

### Nauru settlement support services fee at risk

Fees (GST exclusive)

Lower	Upper	Level 1 Servicing Fee at Risk	Level 2 Servicing Fee at Risk
-	-	-	-
1	120	s47	
121	240		
241	360		
361	480		
481	600		
601	720		
721	840		
841	960		
961	1,080		
1,081	1,200		
1,201	1,350		
1,351	1,500		

**Note**

The Level of Servicing is determined in accordance with Clause 2.21 of Part 5 of the Statement of Work.

## Quantitative and Qualitative Analysis

		Risk Relation			Performance Relation				Abatement Relation		
Item	Contract Responsibility and Reference(s)	Likelihood/Consequence	Risk Rating	Risk Mitigation Strategy	Performance Measure Definition	Performance Measure Calculation	Performance Rating	Reason for Rating	Failure Type	EPF Granted	Failure Notes
	Protected data	Select the Likelihood and Consequence rating of non-compliance	Automated	Steps that will be taken to mitigate the risk of failure	s47, s47E(d)	Use this formula to calculate compliance with performance	Exceptional = 5 exceeds expectations = 4 Meets expectations = 3 Improvement needed = 2 Unsatisfactory = 1	Provide commentary and evidence to support performance rating	Select value applicable to the failure (Secondary and Third failures need to have occurred in consecutive months)	Has an EPF been requested and granted?	DIBP summary of failure
10.0	Availability of Programmes and Activities (P&A)	Possible									
		Moderate	Medium								
10.1	Reception, Induction and Orientation processes	Unlikely									
		Moderate	Minor								
10.2	Reception, Induction and Orientation processes	Unlikely									
		Moderate	Minor								
10.3	Maintenance of the accommodation database	Possible									
		High	High								

Nauru Settlement Support Services (DoV4)

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## Abatement Summary

			Nauru		
Item	Contract Responsibility and Reference(s)	Risk Rating	Failure Type	EPF Granted	Abatement Amount
10.0	Availability of Programmes and Activities (P&A)	Medium	s47		
10.1	Reception, Induction and Orientation processes	Minor			
10.2	Reception, Induction and Orientation processes	Minor			
10.3	Maintenance of the accommodation database	High			
		<b>Total(s)</b>			

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# Data Sheet

Risk	Abatement %	Reporting Frequency
Extreme	s47	
High		
Medium		
Minor		
Low		

Failure occurrence
Nil
Initial failure
Secondary failure
Third failure

Risk Rating Schedule						
Likelihood	Consequence					
		Low	Minor	Moderate	High	Extreme
	Almost Certain	Medium	Medium	High	Extreme	Extreme
	Likely	Minor	Medium	Medium	High	Extreme
	Possible	Minor	Minor	Medium	High	High
	Unlikely	Low	Minor	Minor	Medium	High
	Rare	Low	Low	Minor	Medium	Medium

Risk	Initial Failure	Secondary Failure	Third Failure
Extreme	Abatement	Abatement	Abatement
High	Withholding	Abatement	Abatement
Medium	Withholding	Abatement	Abatement
Minor	No abatement	Withholding	Abatement
Low	No abatement	Withholding	Abatement

**SCHEDULE 7 PERFORMANCE GUARANTEE**

**THIS DEED OF GUARANTEE** is made the                    day of                    2017

**BETWEEN COMMONWEALTH OF AUSTRALIA** acting through the Department of Immigration and Citizenship (the Commonwealth)

**AND**                    (Insert Guarantor’s details), having its registered address at [\_\_\_\_\_] (Guarantor)

**RECITALS**

- A.     The Commonwealth wishes to procure certain specified services.
- B.     (SDP), having its registered office at (Address) has agreed to supply services to the Commonwealth under the annexed deed of agreement (the Agreement).
- C.     The Guarantor agrees to provide the guarantees and indemnities appearing in this Deed of Guarantee (“Deed”).

**AGREEMENT**

- 1.     The Guarantor guarantees to the Commonwealth the performance of the obligations undertaken by the SDP under the Agreement on the conditions set out in this Deed.
- 2.     If the SDP fails to execute and perform its obligations under the Agreement, the Guarantor will, if required to do so by the Commonwealth, complete or cause to be completed the obligations set out in, and in accordance with the conditions of, the Agreement. If the SDP commits any breach of its obligations, and such breach is not remedied by the Guarantor under this Deed and the Agreement is then terminated for default, or the obligations of the SDP are unenforceable or disclaimed by a liquidator or trustee in bankruptcy, in whole or in part, the Guarantor will indemnify the Commonwealth against losses, damages, costs and expenses (including legal expenses on a solicitor and own client basis) directly incurred by reason of that default and pay such amount of losses, damages, costs and expenses directly to the Commonwealth.
- 3.     The Guarantor must make any payments to the Commonwealth which may become due under this Guarantee no later than 11:00am Canberra time on the due date to the account of the Commonwealth which the Commonwealth designates by notice.
- 4.     If a law requires the Guarantor to withhold or deduct taxes from a payment so that the Commonwealth would not actually receive for the Commonwealth’s own benefit on the due date the full amount provided for under this Guarantee, then:
  - (a)    the amount payable is increased so that, after that deduction and deductions applicable to additional amounts payable, the Commonwealth is entitled to receive the amount it would have received if no deduction had been required; and
  - (b)    the Guarantor must make the deduction.
- 5.     The Guarantor will not be discharged or released or excused from this Deed by an arrangement made between the SDP and the Commonwealth with or without the

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consent of the Guarantor, or by any alteration, amendment or variation in the obligations assumed by the SDP or by any forbearance whether as to payment, time, performance or otherwise. The guarantee by the Guarantor in this Deed to assume the obligations of the SDP will continue in force and effect until the earlier of:

- (a) completion of all the SDP's obligations under the Agreement or until the completion of the undertakings under this Deed by the Guarantor; or
  - (b) 31 October 2015 or if the Term of the Agreement is extended by the Commonwealth beyond that date, such date to which it is extended.
6. The undertakings of the Guarantor under this Deed will not exceed the obligations of the SDP under the Agreement. Any liability of the Guarantor shall be coextensive, but not in excess of any liability of the SDP to the Commonwealth under the Agreement. The Guarantor shall be entitled to all rights, privileges and defences otherwise available, to the SDP with respect to any such liability, including without limitation all provisions of the Agreement relating to the limitation of liability and the resolution of disputes.
7. This Deed is subject to, and is to be construed in accordance with, the laws in force in the Australian Capital Territory and the Parties agree that the courts of that Territory have jurisdiction to entertain any action in respect of, or arising out of, this Deed and the Parties submit themselves to the jurisdiction of those courts.
8. For the purpose of this Deed, where an obligation of the SDP under the Agreement has not been performed, the SDP will be taken to have failed to perform that obligation notwithstanding that the SDP has been dissolved or is subject to external administration procedures under any law.
9. The guarantee in this Deed is a continuing guarantee to the Commonwealth until the obligations and liabilities of the SDP under the Agreement have in all respects been performed, observed and discharged.
10. The following notice arrangements apply:
- (a) notice or other communication which may be given to or served on the Guarantor under this Deed will be deemed to have been duly given or served if it is in writing, signed on behalf of the Commonwealth and is either delivered by hand, posted or faxed or a copy transmitted electronically to the Guarantor or its agent at any registered office of the Guarantor or posted to the Guarantor's address set out above or such other address as is notified in writing to the Commonwealth from time to time;
  - (b) a notice or other communication which may be given to or served on the Commonwealth under this Deed will be deemed to have been duly given or served if it is in writing, signed by or on behalf of the Guarantor and is either delivered by hand, posted or faxed or a copy transmitted electronically to the Commonwealth at the address set out above or such other address as is notified in writing to the Guarantor from time to time;
  - (c) a notice sent by post will be deemed to have been given at the time when, in due course of transmission, it would have been delivered at the address to which it is sent; and



- (d) a notice sent by facsimile transmission or transmitted electronically will be deemed to have been given when the machine on which the notice is sent reports that the notice has been transmitted satisfactorily.
11. A statement, signed on behalf of the Commonwealth by any of its authorised representatives, as to any matter or any amount at the date specified in the statement is conclusive evidence in the absence of manifest error.
12. Until the obligations of the SDP have been performed in full, the Guarantor may not:
- (a) take any steps to enforce a right or claim against the SDP relating to any money paid by the Guarantor to the Commonwealth under this Deed;
  - (b) have or exercise any rights as surety in competition with the Commonwealth;
  - (c) receive, claim or have the benefit of any payment (including a payment under a guarantee), distribution or security interest from or on account of the SDP or any other person; and
  - (d) claim to be entitled by way of contribution, indemnity, subrogation, marshalling or otherwise to the benefit of any agreement or document to which the Commonwealth is a party.
13. If, after the Commonwealth applies any amount against any of the obligations of the SDP, it forms the view that it is obliged to make a payment in respect of the amount so applied by it to any person under any law relating to bankruptcy, winding up or the protection of creditors the Guarantor shall immediately do anything (including the signing of documents) required by the Commonwealth to restore to the Commonwealth any guarantee to which it was entitled immediately before that application or the payment or transaction giving rise to it.

SIGNED, SEALED AND DELIVERED )  
by the COMMONWEALTH OF )  
AUSTRALIA represented by the )  
Department of Immigration and )  
Citizenship in the presence of: )

.....  
Signature of witness

.....  
Commonwealth Representative

.....  
Name of witness (print)

THE COMMON SEAL of (Guarantor) )  
was affixed in the presence of, and the )  
sealing is witnessed by: )  
)

.....  
Secretary  
Name (Printed)

.....  
Director  
Name (Printed)