

From: s. 22(1)(a) 5cm.com.au
To: s. 22(1)(a)(ii)
Subject: RE: Error in the Deed of Variation No. 5 - Training Contract [SEC=UNCLASSIFIED]
Date: Friday, 19 October 2018 2:38:35 PM

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

s. 47G(1)(a)

Regards

From: s. 22(1)(a)(ii) 5cm.com.au s. 22(1)(a)(ii) c5cm.com.au>
Sent: Friday, 12 October 2018 1:24 PM
To: s. 22(1)(a)(ii) @ABF.GOV.AU>
Subject: RE: Error in the Deed of Variation No. 5 - Training Contract [SEC=UNCLASSIFIED]

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

s. 33(a)(iii), s. 47G(1)(a)

Regards

From: s. 22(1)(a)(ii) @ABF.GOV.AU>
Sent: Tuesday, 2 October 2018 11:56 AM
To: s. 22(1)(a)(ii) c5cm.com.au>
Subject: RE: Error in the Deed of Variation No. 5 - Training Contract [SEC=UNCLASSIFIED]

UNCLASSIFIED

Hi s. 22(1)

Please see attached the signed Deed of Variation no. 6 for your records.

Kind regards,

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

Regional Resettlement Section
 Regional Processing and Resettlement Branch
 Detention and Offshore Operations
 Australian Border Force

Tel: s. 22(1)(a)(ii)
 E: s. 22(1)(a)(ii) @homeaffairs.gov.au

From: s. 22(1)(a)(ii) @c5cm.com.au>
Sent: Friday, 28 September 2018 1:46 PM
To: s. 22(1)(a)(ii) @ABF.GOV.AU>
Subject: RE: Error in the Deed of Variation No. 5 - Training Contract [SEC=UNCLASSIFIED]

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

Signed Variation attached.
 I will send through scanned copies of training feedback this afternoon.

s. 22(1)

From: s. 22(1)(a)(ii) @ABF.GOV.AU>
Sent: Friday, 28 September 2018 10:31 AM
To: s. 22(1)(a)(ii) c5cm.com.au>
Cc: s. 22(1)(a)(ii) @HOMEAFFAIRS.GOV.AU>
Subject: Error in the Deed of Variation No. 5 - Training Contract [SEC=UNCLASSIFIED]
Importance: High

UNCLASSIFIED

Hi s. 22(1)

I have noticed an error in the last Deed of Variation no. 5 for the maximum amount in the contract. In clause 1.1.1 of Schedule 2 the amount states \$3,561,000.00. The correct figure, which is listed later in the document, is \$3,619,000.00

s. 42(1)

Additionally, our finance area is quite strict with our contracts and currently there is not enough funds available for me to pay all of the workshops. However, a new deed of variation will correct this. I have attached a draft deed of variation no. 6 for your review. If you are ok with it, can you please sign and return by Tuesday (2 October 2018)?

Can you also please advise when the expected training workshops will occur?

Training	Expected Delivery Date
Training Team mentoring (C5) week 2	
Training Team mentoring (C5) week 3	
Security Escort Training and Recertification (December 2018)	
Training Team mentoring (C5) and final handover week 4	

Lastly, just a reminder to send me some of the workshop responses mentioned in the last training report please. Thanks s. 22(1)

Happy to discuss further.

Kind regards,

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

Regional Resettlement Section

Regional Processing and Resettlement Branch

Detention and Offshore Operations

Australian Border Force

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

E: s. 22(1)(a)(ii) [@homeaffairs.gov.au](mailto:s. 22(1)(a)(ii)@homeaffairs.gov.au)

UNCLASSIFIED

Important Notice: The content of this email is intended only for use by the individual or entity to whom it is addressed. If you have received this email by mistake, please advise the sender and delete the message and attachments immediately. This email, including attachments, may contain confidential, sensitive, legally privileged and/or copyright information.

Any review, retransmission, dissemination or other use of this information by persons or entities other than the intended recipient is prohibited. The Department of Home Affairs and ABF respect your privacy and have obligations under the Privacy Act 1988.

Unsolicited commercial emails MUST NOT be sent to the originator of this email.

UNCLASSIFIED



Australian Government
Department of Home Affairs

DEED OF VARIATION No. 6

BETWEEN

COMMONWEALTH OF AUSTRALIA

AND

C5 MANAGEMENT SOLUTIONS PTY LTD
ACN 160 158 681
ABN 98 160 158 681

DEED OF VARIATION

This Deed is made on 2 October 2018

Between

THE COMMONWEALTH OF AUSTRALIA, represented by the **Department of Home Affairs**, of 6 Chan St., Belconnen, ACT 2617 and ABN 33 380 054 835 (the **Department**)

and

C5 Management Solutions Pty Ltd, 26-28 Napier Close Deakin Canberra ACT 2600, ACN 160 158 681, ABN 98 160 158 681 (the “**Contractor**”)

RECITALS:

- (a) The Parties entered into a contract dated 19 September 2016 (the “Contract”) for the provision of International Security Escort Training for PNG.
- (b) The Parties agreed to certain variations to the rights and obligations contained in the Contract by:
 - Deed of Variation No.1 dated 5 October 2016;
 - Deed of Variation No.2 dated 27 February 2017;
 - Deed of Variation No.3 dated 23 August 2017;
 - Deed of Variation No.4 dated 8 December 2017; and
 - Deed of Variation No.5 (DOV5) dated 29 June 2018.
- (c) The Parties acknowledge that there was an error in paragraph 2.1 (d) of DOV5.
- (d) The Parties wish to formally correct this error through this Deed of Variation (No. 6) (the “Deed”).

IT IS AGREED:

1. Defined terms and interpretation

1.1. This Deed is interpreted and adopts the definitions as specified in the Contract, except where the contrary intention is expressed.

1.2. Headings are for ease of reference only and do not affect interpretation.

2. Variation to the Contract

2.1. The Contract is varied with effect on 2 October 2018 as follows:

- (a) In clause 1.1.1 of Schedule 2 (Contract Charges and Expenses) the amount of \$3,561,000.00 is deleted and replaced with the following:

“\$3,619,000.00”

2.2. Except as amended in clause 2.1 above, the terms and conditions of the Contract remain unaltered.

3. Miscellaneous

- 3.1. Each Party must promptly execute all documents and do all things that another Party from time to time reasonably requests to give effect to this Deed and all transactions incidental to it.
- 3.2. Each Party must pay its own costs in relation to negotiation, finalising and executing this Deed and in relation to effecting any other document or thing required to give effect to this Deed.
- 3.3. This Deed may be executed in counterparts. All executed counterparts constitute one document.
- 3.4. This Deed is to be construed in accordance with, and governed by, the laws of the Australian Capital Territory.

EXECUTED as a Deed

**Executed as a Deed by the Commonwealth of Australia
represented by the Department of
Home Affairs by
its duly authorised delegate in the presence of:**

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

Signature of witness and date signed

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

Signature of delegate

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

Name of witness (print)

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

Name of delegate (print)

21/01/2017
Date

DIRECTOR
Position of delegate (print)

**Executed as a Deed by C5
Management Solutions Pty Ltd ACN
160 158 681, ABN 98 160 158 681
acting by the following persons or, if
the seal is affixed, witnessed by the
following persons in accordance with
s127 of the Corporations Act 2001:**

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

Signature of Director

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

Signature of Director/Company Secretary
(Please delete as applicable)

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

Name of Director (print)

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

Name of Director/Company Secretary
(print)

28-9-2018
Date

From: s. 22(1)(a)(ii)
To: s. 22(1)(a)(ii)
Subject: Re: Error in the Deed of Variation No. 5 - Training Contract [SEC=UNCLASSIFIED]
Date: Wednesday, 3 October 2018 10:21:21 AM

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

Thank you.

Regards

Sent from my iPhone

On 2 Oct 2018, at 11:55 am, s. 22(1)(a)(ii)
 <s. 22(1)(a)(ii)@ABF.GOV.AU> wrote:

UNCLASSIFIED

Hi s. 22(1)

Please see attached the signed Deed of Variation no. 6 for your records.

Kind regards,

s. 22(1)(a)(ii)
 Regional Resettlement Section
 Regional Processing and Resettlement Branch
 Detention and Offshore Operations
 Australian Border Force
 Tel: s. 22(1)(a)(ii)
 E: s. 22(1)(a)(ii)@homeaffairs.gov.au

From: s. 22(1)(a)(ii)@c5cm.com.au>
Sent: Friday, 28 September 2018 1:46 PM
To: s. 22(1)(a)(ii)@ABF.GOV.AU>
Subject: RE: Error in the Deed of Variation No. 5 - Training Contract [SEC=UNCLASSIFIED]

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

Signed Variation attached.
 I will send through scanned copies of training feedback this afternoon.

s. 22(1)

From: s. 22(1)(a)(ii)@ABF.GOV.AU>
Sent: Friday, 28 September 2018 10:31 AM
To: s. 22(1)(a)(ii)c5cm.com.au>
Cc: s. 22(1)(a)(ii)@HOMEAFFAIRS.GOV.AU>

Subject: Error in the Deed of Variation No. 5 - Training Contract

[SEC=UNCLASSIFIED]

Importance: High

UNCLASSIFIED

Hi [REDACTED]

I have noticed an error in the last Deed of Variation no. 5 for the maximum amount in the contract. In clause 1.1.1 of Schedule 2 the amount states \$3,561,000.00. The correct figure, which is listed later in the document, is \$3,619,000.00

s. 42(1)

Additionally, our finance area is quite strict with our contracts and currently there is not enough funds available for me to pay all of the workshops. However, a new deed of variation will correct this. I have attached a draft deed of variation no. 6 for your review. If you are ok with it, can you please sign and return by Tuesday (2 October 2018)?

Can you also please advise when the expected training workshops will occur?

Training	Expected Delivery Date
Training Team mentoring (C5) week 2	
Training Team mentoring (C5) week 3	
Security Escort Training and Recertification (December 2018)	
Training Team mentoring (C5) and final handover week 4	

Lastly, just a reminder to send me some of the workshop responses mentioned in the last training report please. Thanks [REDACTED]

Happy to discuss further.

Kind regards,

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

Regional Resettlement Section
Regional Processing and Resettlement Branch
Detention and Offshore Operations
Australian Border Force

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

E: s. 22(1)(a)(ii) [@homeaffairs.gov.au](mailto:s.22(1)(a)(ii)@homeaffairs.gov.au)

UNCLASSIFIED

Important Notice: The content of this email is intended only for use by the individual or entity to whom it is addressed. If you have received this email by mistake, please advise the sender and delete the message and attachments immediately. This email, including attachments, may contain confidential, sensitive, legally privileged and/or copyright information.

Any review, retransmission, dissemination or other use of this information by persons or entities other than the intended recipient is prohibited. The Department of Home Affairs and ABF respect your privacy and have obligations under the Privacy Act 1988.

Unsolicited commercial emails MUST NOT be sent to the originator of this email.

UNCLASSIFIED

<Deed of Variation 6 - Training Contract - signed 2 October 2018.pdf>

From: s. 42@cm5.com.au
To: s. 22(1)(a)(ii)
Subject: RE: Error in the Deed of Variation No. 5 - Training Contract [SEC=UNCLASSIFIED]
Date: Sunday, 30 September 2018 12:08:28 PM

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

Could I get the returned signed variation scanned and sent to me early next week.

Kind Regards

From: s. 22(1)(a)(ii)@cm5.com.au>
Sent: Friday, 28 September 2018 1:46 PM
To: s. 22(1)(a)(ii)@ABF.GOV.AU>
Subject: RE: Error in the Deed of Variation No. 5 - Training Contract [SEC=UNCLASSIFIED]

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

Signed Variation attached.

I will send through scanned copies of training feedback this afternoon.

s. 22(1)

From: s. 22(1)(a)(ii)@ABF.GOV.AU>
Sent: Friday, 28 September 2018 10:31 AM
To: s. 22(1)(a)(ii)@cm5.com.au>
Cc: s. 22(1)(a)(ii)@HOMEAFFAIRS.GOV.AU>
Subject: Error in the Deed of Variation No. 5 - Training Contract [SEC=UNCLASSIFIED]
Importance: High

UNCLASSIFIED

Hi s. 22(1)

I have noticed an error in the last Deed of Variation no. 5 for the maximum amount in the contract. In clause 1.1.1 of Schedule 2 the amount states \$3,561,000.00. The correct figure, which is listed later in the document, is \$3,619,000.00

s. 42(1)

. Additionally, our finance area is quite strict with our contracts and currently there is not enough funds available for me to pay all of the workshops. However, a new deed of variation will correct this. I have attached a draft deed of variation no. 6 for your review. If you are ok with it, can you please sign and return by Tuesday (2 October 2018)?

Can you also please advise when the expected training workshops will occur?

Training	Expected Delivery Date
----------	------------------------

Training Team mentoring (C5) week 2	
Training Team mentoring (C5) week 3	
Security Escort Training and Recertification (December 2018)	
Training Team mentoring (C5) and final handover week 4	

Lastly, just a reminder to send me some of the workshop responses mentioned in the last training report please. Thanks s. 22(1)(b)

Happy to discuss further.

Kind regards,

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

Regional Resettlement Section

Regional Processing and Resettlement Branch

Detention and Offshore Operations

Australian Border Force

Tel: **s. 22(1)(a)(ii)**

E: **s. 22(1)(a)(ii)** [@homeaffairs.gov.au](mailto:s.22(1)(a)(ii)@homeaffairs.gov.au)

UNCLASSIFIED

Important Notice: The content of this email is intended only for use by the individual or entity to whom it is addressed. If you have received this email by mistake, please advise the sender and delete the message and attachments immediately. This email, including attachments, may contain confidential, sensitive, legally privileged and/or copyright information.

Any review, retransmission, dissemination or other use of this information by persons or entities other than the intended recipient is prohibited. The Department of Home Affairs and ABF respect your privacy and have obligations under the Privacy Act 1988.

Unsolicited commercial emails MUST NOT be sent to the originator of this email.

From: s. 22(1)(a)(ii)
To: s. 22(1)(a)(ii)
Subject: RE: Error in the Deed of Variation No. 5 - Training Contract [SEC=UNCLASSIFIED]
Date: Friday, 28 September 2018 4:20:18 PM
Attachments: [Recert Feedback.pdf](#)
[Training Feedback.pdf](#)

Hi

I have attached feedback sheets from both the latest training course and the latest recertification course.

s. 22(1)

From: s. 22(1)(a)(ii) @ABF.GOV.AU>
Sent: Friday, 28 September 2018 10:31 AM
To: s. 22(1)(a)(ii) c5cm.com.au>
Cc: s. 22(1)(a)(ii) @HOMEAFFAIRS.GOV.AU>
Subject: Error in the Deed of Variation No. 5 - Training Contract [SEC=UNCLASSIFIED]
Importance: High

UNCLASSIFIED

Hi s. 22(1)

I have noticed an error in the last Deed of Variation no. 5 for the maximum amount in the contract. In clause 1.1.1 of Schedule 2 the amount states \$3,561,000.00. The correct figure, which is listed later in the document, is \$3,619,000.00

s. 42(1)

s. 22(1). Additionally, our finance area is quite strict with our contracts and currently there is not enough funds available for me to pay all of the workshops. However, a new deed of variation will correct this. I have attached a draft deed of variation no. 6 for your review. If you are ok with it, can you please sign and return by Tuesday (2 October 2018)?

Can you also please advise when the expected training workshops will occur?

Training	Expected Delivery Date
Training Team mentoring (C5) week 2	
Training Team mentoring (C5) week 3	
Security Escort Training and Recertification (December 2018)	
Training Team mentoring (C5) and final handover week 4	

Lastly, just a reminder to send me some of the workshop responses mentioned in the last training report please. Thanks s. 22(1)

Happy to discuss further.

Kind regards,

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

Regional Resettlement Section

Regional Processing and Resettlement Branch

Detention and Offshore Operations

Australian Border Force

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

E: s. 22(1)(a)(ii) [@homeaffairs.gov.au](mailto:s.22(1)(a)(ii)@homeaffairs.gov.au)

UNCLASSIFIED

Important Notice: The content of this email is intended only for use by the individual or entity to whom it is addressed. If you have received this email by mistake, please advise the sender and delete the message and attachments immediately. This email, including attachments, may contain confidential, sensitive, legally privileged and/or copyright information.

Any review, retransmission, dissemination or other use of this information by persons or entities other than the intended recipient is prohibited. The Department of Home Affairs and ABF respect your privacy and have obligations under the Privacy Act 1988.

Unsolicited commercial emails MUST NOT be sent to the originator of this email.

Course Evaluation

Course Name: Security Escort Officer
Date of course: 13th - 17th August 2018
Trainer: s. 22(1)(a)(ii)

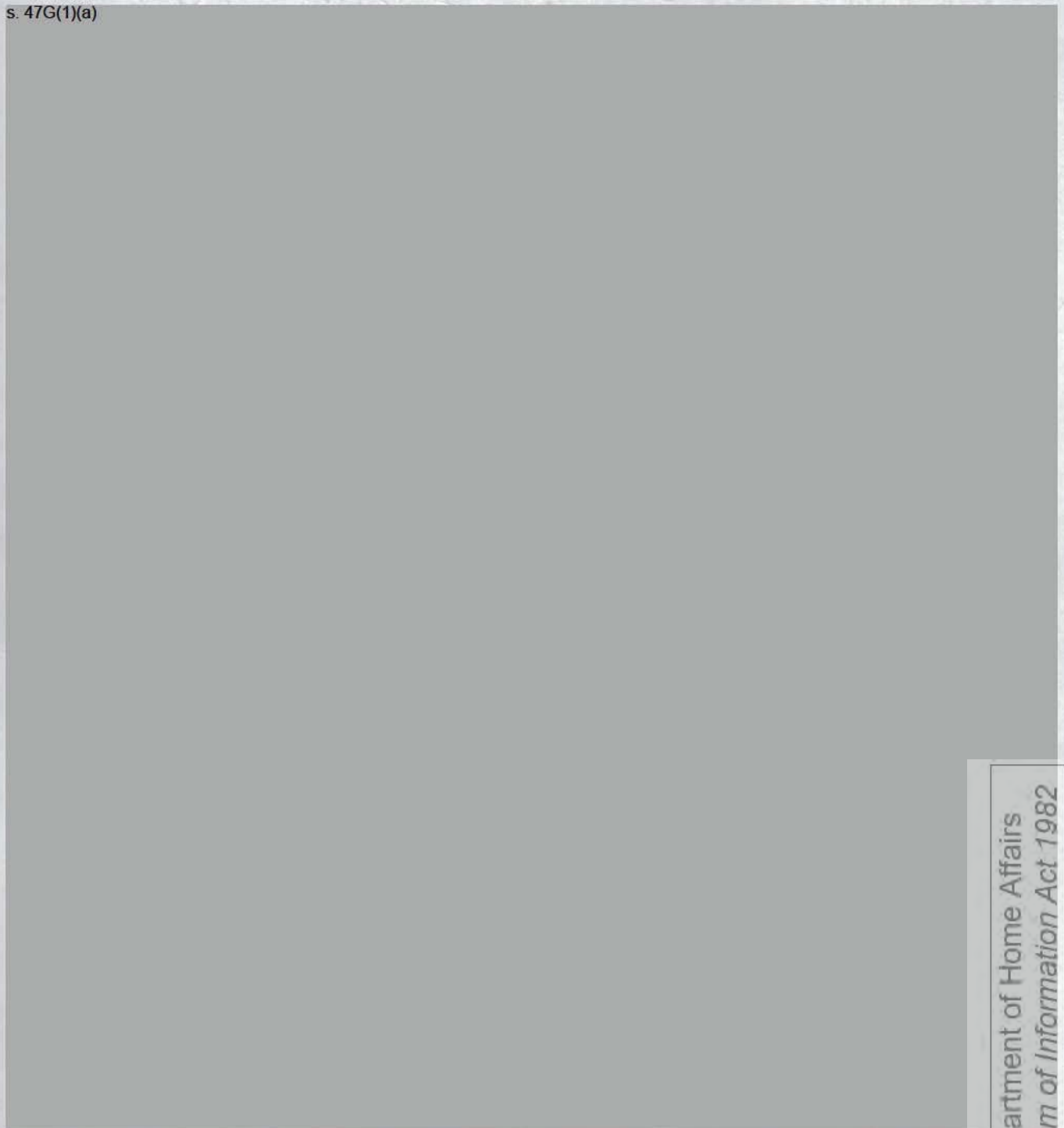
Instructions to Participant:

Thank you for participating in this C5 Management Solutions training. In this feedback form, there are no WRONG or RIGHT answers. Please respond to ALL the questions below to help us to improve the curriculum, training materials, and the conduct of the training.

s. 47G(1)(a)

Please reflect on the training that you just completed and respond to the following:

s. 47G(1)(a)



Thank you for completing this form!

Course Evaluation

Course Name: ~~ESCORT~~ ESCORT OFFICER RECERTIFICATION
Date of course: 24.08.2018
Trainer: s. 22(1)(a)(ii)

Instructions to Participant:

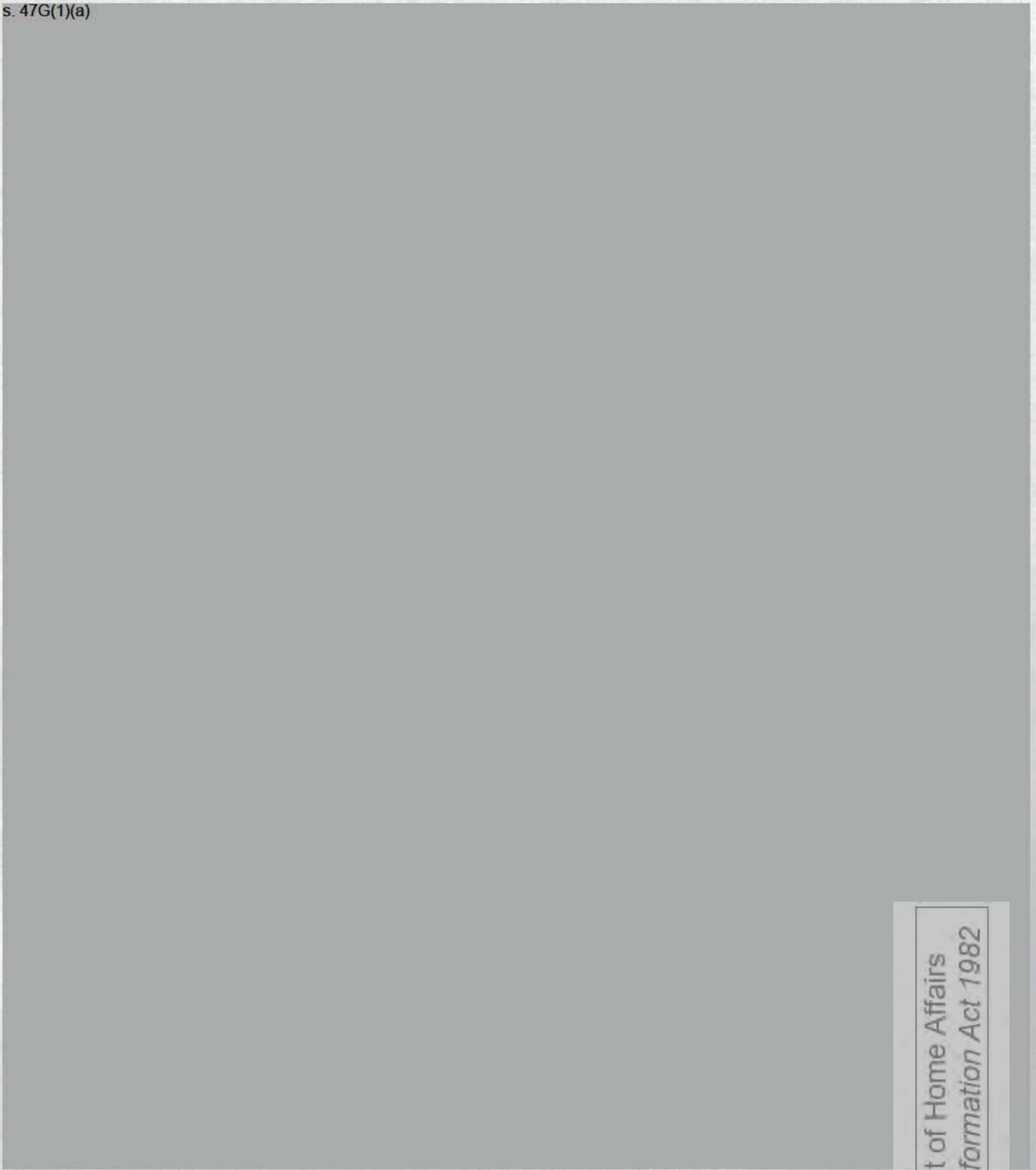
Thank you for participating in this C5 Management Solutions training. In this feedback form, there are no WRONG or RIGHT answers. Please respond to ALL the questions below to help us to improve the curriculum, training materials, and the conduct of the training.

s. 47G(1)(a)

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



s. 47G(1)(a)



Thank you for completing this form!



Course Evaluation

Course Name: ESCORT OFFICER RECERT

Date of course: 23-24/08/18

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

Instructions to Participant:

Thank you for participating in this C5 Management Solutions training. In this feedback form, there are no WRONG or RIGHT answers. Please respond to ALL the questions below to help us to improve the curriculum, training materials, and the conduct of the training.

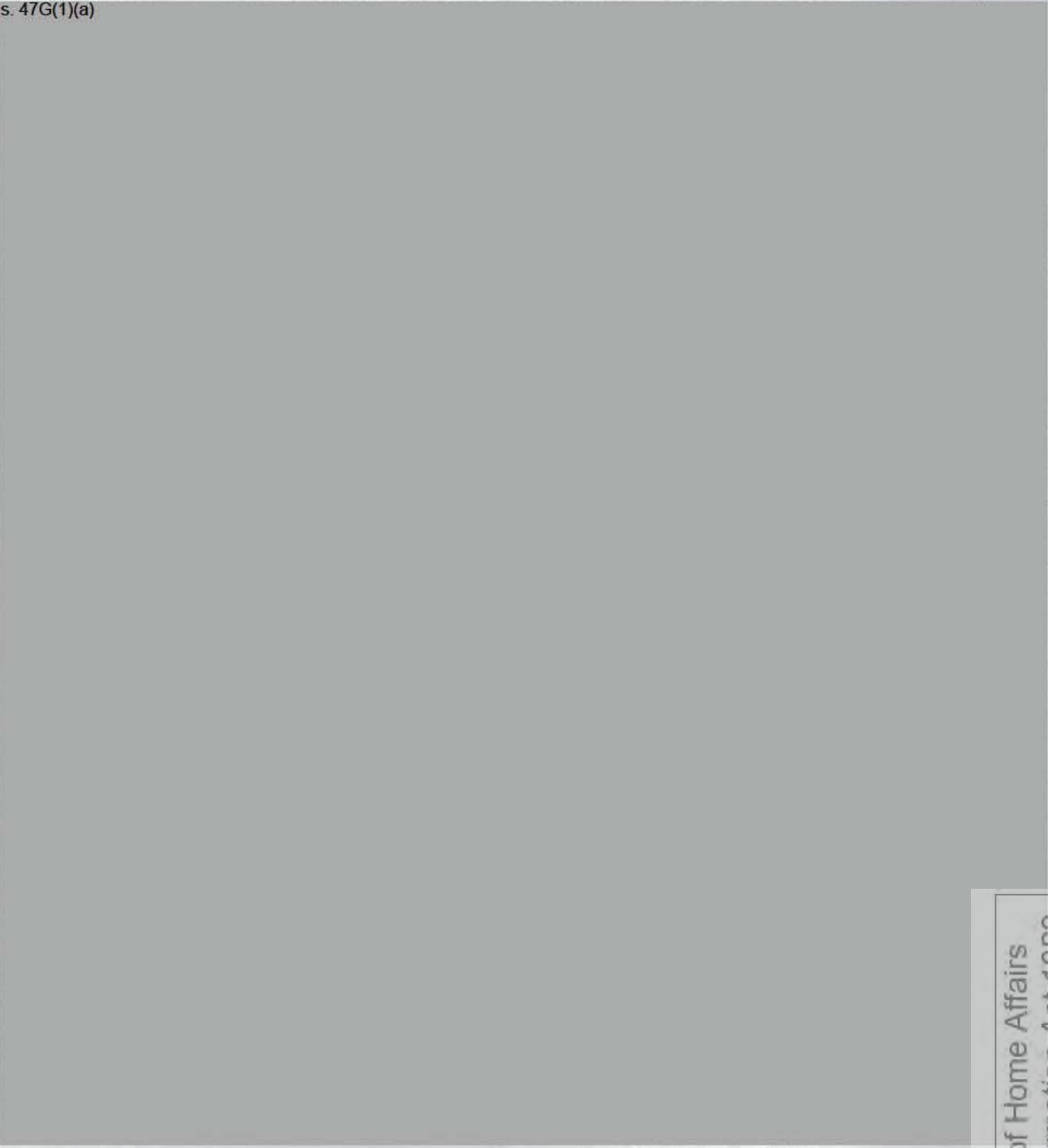
s. 47G(1)(a)

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



Please reflect on the training that you just completed and respond to the following:

s. 47G(1)(a)



Thank you for completing this form!



Course Evaluation

Course Name:

Date of course:

Trainer:

Instructions to Participant:

Thank you for participating in this C5 Management Solutions training. In this feedback form, there are no WRONG or RIGHT answers. Please respond to ALL the questions below to help us to improve the curriculum, training materials, and the conduct of the training.

For each item below, please circle only a single appropriate response.

s. 47G(1)(a)

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



Please reflect on the training that you just completed and respond to the following:

s. 47G(1)(a)



Thank you for completing this form!

Course Evaluation

Course Name: *ESCORT OFFICER RE-CERT*
Date of course: *23-24 AUGUST 2018*
Trainer: s. 22(1)(a)(ii) [REDACTED]

Instructions to Participant:

Thank you for participating in this C5 Management Solutions training. In this feedback form, there are no WRONG or RIGHT answers. Please respond to ALL the questions below to help us to improve the curriculum, training materials, and the conduct of the training.

For each item below, please circle only a single appropriate response.

s. 47G(1)(a)

[REDACTED]

Please reflect on the training that you just completed and respond to the following:

s. 47G(1)(a)



Course Evaluation

Course Name: *ESCORT OFFICER RECERT*

Date of course: *22 24/08/2018*

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

Instructions to Participant:

Thank you for participating in this C5 Management Solutions training. In this feedback form, there are no WRONG or RIGHT answers. Please respond to ALL the questions below to help us to improve the curriculum, training materials, and the conduct of the training.

For each item below, please circle only a single appropriate response.

s. 47G(1)(a)

Course Evaluation

Course Name: ESCORT OFFICER

Date of course: 13/08/2018 TO 17/08/2018

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

Instructions to Participant:

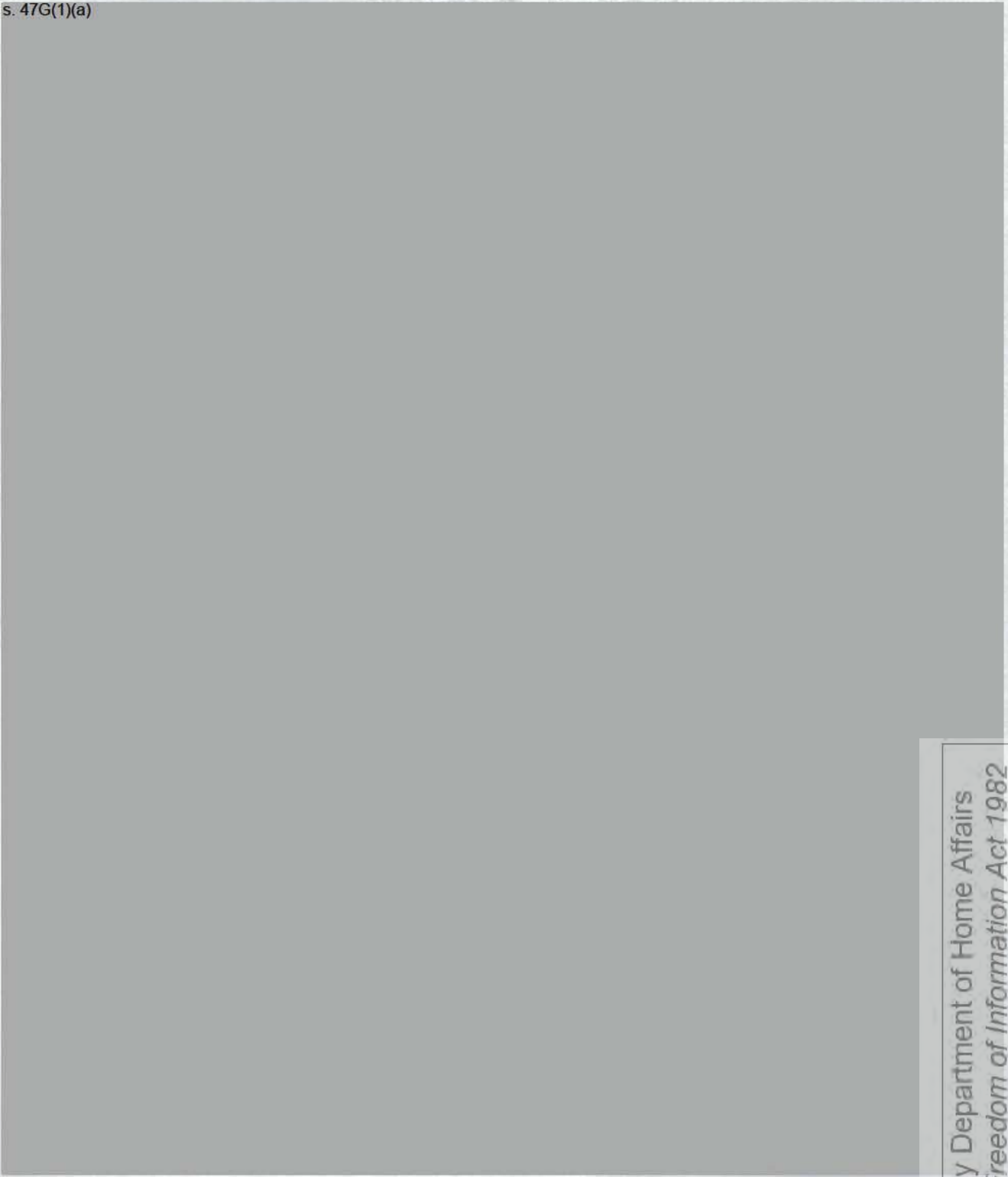
Thank you for participating in this C5 Management Solutions training. In this feedback form, there are no WRONG or RIGHT answers. Please respond to ALL the questions below to help us to improve the curriculum, training materials, and the conduct of the training.

For each item below, please circle only a single appropriate response.

s. 47G(1)(a)

Please reflect on the training that you just completed and respond to the following:

s. 47G(1)(a)



Course Evaluation

Course Name: ESCORT SECURITY
Date of course: 13th/8/18 - 17th/08/18
Trainer: s. 22(1)(a)(ii)

Instructions to Participant:

Thank you for participating in this C5 Management Solutions training. In this feedback form, there are no WRONG or RIGHT answers. Please respond to ALL the questions below to help us to improve the curriculum, training materials, and the conduct of the training.

For each item below, please circle only a single appropriate response.

s. 47G(1)(a)

Please reflect on the training that you just completed and respond to the following:

s. 47G(1)(a)



Course Evaluation

Course Name: ESCORT SECURITY
Date of course: 13th.08.18 - 17th.08.18
Trainer: s. 22(1)(a)(ii)

Instructions to Participant:

Thank you for participating in this C5 Management Solutions training. In this feedback form, there are no WRONG or RIGHT answers. Please respond to ALL the questions below to help us to improve the curriculum, training materials, and the conduct of the training.

For each item below, please circle only a single appropriate response.

s. 47G(1)(a)

Please reflect on the training that you just completed and respond to the following:

s. 47G(1)(a)



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

Course Evaluation

Course Name: ESCORT SECURITY

Date of course: 13th/08/2018 to 17th/08/2018

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

Instructions to Participant:

Thank you for participating in this C5 Management Solutions training. In this feedback form, there are no WRONG or RIGHT answers. Please respond to ALL the questions below to help us to improve the curriculum, training materials, and the conduct of the training.

For each item below, please circle only a single appropriate response.

s. 47G(1)(a)

Please reflect on the training that you just completed and respond to the following:

s. 47G(1)(a)



Course Evaluation

Course Name: *ESCORP OFFICER/SECURITY COURSE*

Date of course: *13/08/18 to the 17/08/18*

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

Instructions to Participant:

Thank you for participating in this C5 Management Solutions training. In this feedback form, there are no WRONG or RIGHT answers. Please respond to ALL the questions below to help us to improve the curriculum, training materials, and the conduct of the training.

For each item below, please circle only a single appropriate response.

s. 47G(1)(a)

Please reflect on the training that you just completed and respond to the following:

s. 47G(1)(a)



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



Course Evaluation

Course Name: *Air Escort Security*
Date of course: *13th — 17th of August, 2018*
Trainer: *s. 22(1)(a)(ii)*

Instructions to Participant:

Thank you for participating in this C5 Management Solutions training. In this feedback form, there are no WRONG or RIGHT answers. Please respond to ALL the questions below to help us to improve the curriculum, training materials, and the conduct of the training.

For each item below, please circle only a single appropriate response.

s. 47G(1)(a)

Please reflect on the training that you just completed and respond to the following:

s. 47G(1)(a)

[Redacted content]

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

Course Evaluation

Course Name: ESCORT SECURITY COURSE

Date of course: 13TH AUGUST 2018 - 17TH AUGUST 2018

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

Instructions to Participant:

Thank you for participating in this C5 Management Solutions training. In this feedback form, there are no WRONG or RIGHT answers. Please respond to ALL the questions below to help us to improve the curriculum, training materials, and the conduct of the training.

For each item below, please circle only a single appropriate response.

s. 47G(1)(a)

Please reflect on the training that you just completed and respond to the following:

1. What part of the training was the **most useful** for your work?

s. 47G(1)(a)

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

Course Evaluation

Course Name: ESCORT SECURITY
Date of course: 13TH TO 17TH OF AUGUST 2018
Trainer: s. 22(1)(a)(ii)

Instructions to Participant:

Thank you for participating in this C5 Management Solutions training. In this feedback form, there are no WRONG or RIGHT answers. Please respond to ALL the questions below to help us to improve the curriculum, training materials, and the conduct of the training.

For each item below, please circle only a single appropriate response.

s. 47G(1)(a)

Please reflect on the training that you just completed and respond to the following:

s. 47G(1)(a)

[Redacted content]

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

Course Evaluation

Course Name: ESCORT SECURITY
Date of course: 13th - 08 - 18 — 17th - 08 - 18
Trainer: s. 22(1)(a)(ii)

Instructions to Participant:

Thank you for participating in this C5 Management Solutions training. In this feedback form, there are no WRONG or RIGHT answers. Please respond to ALL the questions below to help us to improve the curriculum, training materials, and the conduct of the training.

For each item below, please circle only a single appropriate response.

s. 47G(1)(a)

Please reflect on the training that you just completed and respond to the following:

1. What part of the training was the **most useful** for your work?

s. 47G(1)(a)

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

Course Evaluation

Course Name: Air-Craft Security Officer
Date of course: 13th/08/2018 to 17th/08/2018
Trainer: s. 22(1)(a)(ii)

Instructions to Participant:

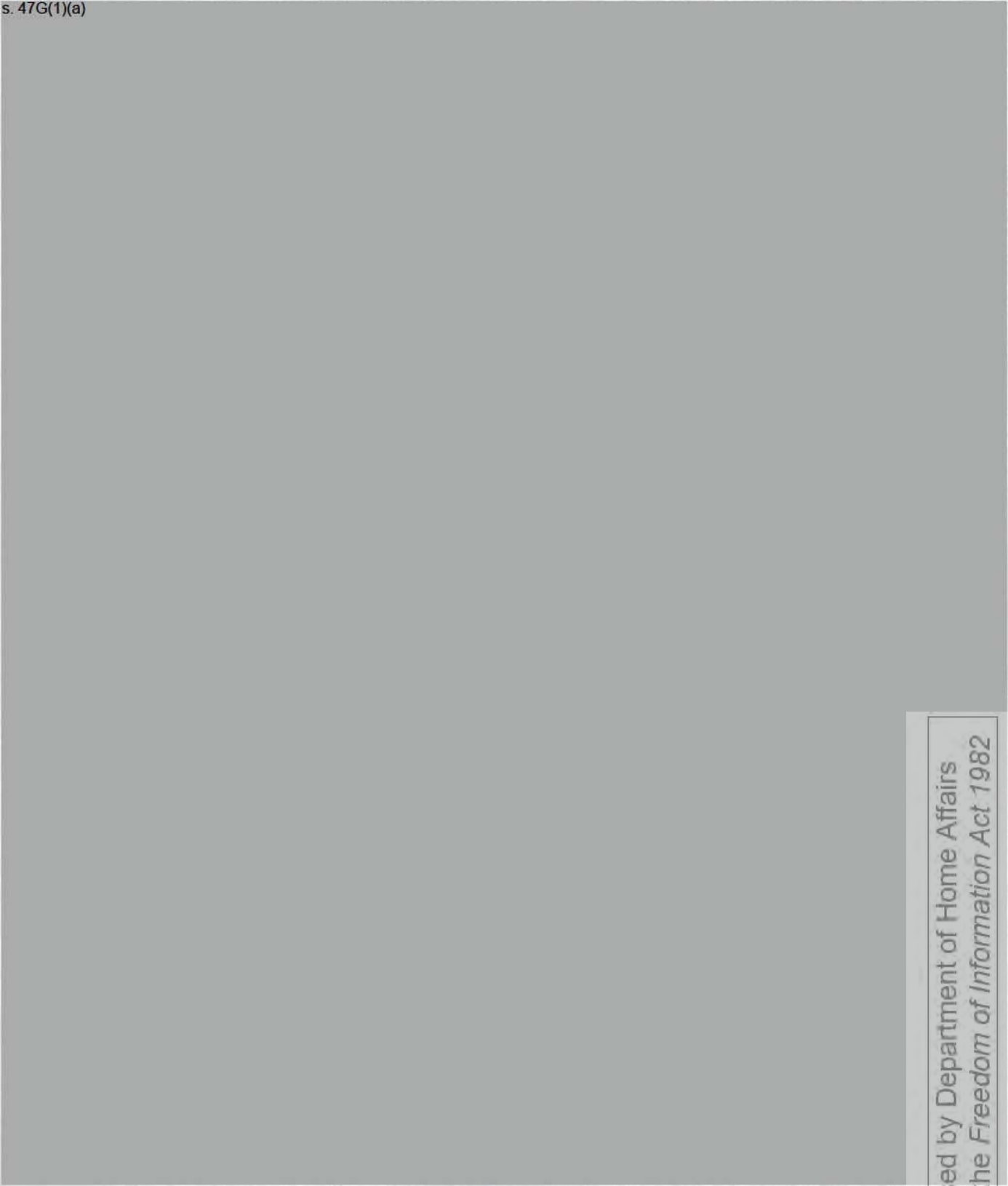
Thank you for participating in this C5 Management Solutions training. In this feedback form, there are no WRONG or RIGHT answers. Please respond to ALL the questions below to help us to improve the curriculum, training materials, and the conduct of the training.

For each item below, please circle only a single appropriate response.

s. 47G(1)(a)

Please reflect on the training that you just completed and respond to the following:

s. 47G(1)(a)



From: s. 22(1)(a) 5cm.com.au
To: s. 22(1)(a)(ii)
Cc: s. 22(1)(a)(ii); s. 22(1)(a)(ii)
Subject: RE: Invoices 68 and 69 [SEC=UNCLASSIFIED]
Date: Friday, 31 August 2018 11:50:13 AM
Attachments: [PNG Training Report August 2018 WORD.pdf](#)

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

Please find attached August training report.

Kind Regards

s. 22(1)

s. 22(1)(a)(ii) | Managing Director | C5 Crisis Management
s. 22(1)(a)(ii) | www.c5cm.com.au | E [s. 22\(1\)\(a\)\(ii\)@c5cm.com.au](mailto:s. 22(1)(a)(ii)@c5cm.com.au)



The information contained in this message is privileged, confidential, and protected from disclosure. This message is intended for the individual or entity addressed herein. If you are not the intended recipient, please do not read, copy, use or disclose this communication to others. Also please notify the sender by replying to this message, and then delete it from your system. The sender totally disclaims, and will not accept, any responsibility or liability for the unauthorized use, or the consequences of any unauthorized use, of this communication or message.

From: s. 22(1)(a)(ii) @ABF.GOV.AU>
Sent: Friday, 31 August 2018 10:00 AM
To: s. 22(1)(a) 5cm.com.au
Cc: s. 22(1)(a)(ii) @ABF.GOV.AU>; s. 22(1)(a)(ii) <s. 22(1)(a)(ii) @ABF.GOV.AU>
Subject: RE: Invoices 68 and 69 [SEC=UNCLASSIFIED]

UNCLASSIFIED

Hi s. 22(1)

I have forwarded these invoices onto Regional Returns and Removals (s. 22(1)(a)(ii) s. 22(1)(a)(ii)) for processing.

Cheers

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

UNCLASSIFIED

From: s. 22(1)(a)(c5cm.com.au <s. 22(1)(a)(c5cm.com.au>
Sent: Friday, 31 August 2018 6:21 AM
To: s. 22(1)(a)(ii) @ABF.GOV.AU>
Cc: s. 22(1)(a)(ii) @ABF.GOV.AU>
Subject: Invoices 68 and 69

s. 47F(1)

Please find attached invoices from training and mentoring completed last week. I will forward report today.

What was the outcome from yesterday?

Cheers

s. 22(1)(a)(ii) | Managing Director | C5 Crisis Management
s. 22(1)(a)(ii) | www.c5cm.com.au | E: s. 22(1)(a)(ii)@c5cm.com.au



The information contained in this message is privileged, confidential, and protected from disclosure. This message is intended for the individual or entity addressed herein. If you are not the intended recipient, please do not read, copy, use or disclose this communication to others. Also please notify the sender by replying to this message, and then delete it from your system. The sender totally disclaims, and will not accept, any responsibility or liability for the unauthorized use, or the consequences of any unauthorized use, of this communication or message.

Important Notice: The content of this email is intended only for use by the individual or entity to whom it is addressed. If you have received this email by mistake, please advise the sender and delete the message and attachments immediately. This email, including attachments, may contain confidential, sensitive, legally privileged and/or copyright information.

Any review, retransmission, dissemination or other use of this information by persons or entities other than the intended recipient is prohibited. The Department of Home Affairs and ABF respect your privacy and have obligations under the Privacy Act 1988.

Unsolicited commercial emails MUST NOT be sent to the originator of this email.



TRAINING REPORT

Papua New Guinea Immigration and Citizenship Authority (PNG ICA)

August 13th-14th 2018	
Training Team Mentoring Escort Security Officer Initial Course	August 8th -17th 2018
Escort Security Officer Recertification Workshop #1	August 20th & 21st
Escort Security Officer Recertification Workshop #2	August 23rd & 24th
Training Team Mentoring Escort Team Leader Recertification Workshop	August 20 th -24 th August 23rd & 24th

This report and its contents are commercial in confidence and remains the property of C5 Crisis Management. The report and its contents are only intended for those recipients directly provided the report and its contents by the Director of Operations of C5 Crisis Management. Retransmission in any form, of the report is strictly prohibited without written authorisation from C5 Crisis Management.

Table of Contents

Training Objective	3
Training Summary	4
Training Course Feedback/Evaluation	6
Training Risk and Injury	7
Organisation/Facilities/Logistics	7
Training Recommendations	8
Training Administration	9
PNG ICA Training Team Development	9
Appendix 1 - Escort Security Officer Initial Course	11
Appendix 2 - Escort Security Re-certification Workshop	12
Appendix 2 - Escort Team Leader Recertification Course	14
Summary & Conclusion	15

Training Objective

C5 Crisis Management (C5CM) is engaged to deliver a suite of training courses in Papua New Guinea (PNG) for the PNG Immigration and Citizenship Authority (PNG ICA) in relation to the safe conduct of security escorts.


s. 47G(1)(a)

During the period 08th to 24th August 2018, C5CM was engaged to deliver the following services in training and recertification:

August 13th-14th 2018	
Training Team Mentoring Escort Security Officer Initial Course	August 8th -17th 2018
Escort Security Officer Recertification Workshop #1	August 20th & 21st
Escort Security Officer Recertification Workshop #2	August 23rd & 24th
Training Team Mentoring Escort Team Leader Recertification Workshop	August 20 th -24 th August 23rd & 24th

Official invitation to attend training courses was disseminated to the following agencies, with the objective to foster and enable an enhanced multi-agency operational capability across domestic and international land and air escort removals:

s. 33(a)(iii)



Due to competing work priorities in support of APEC, all respective agencies endeavored to release officers to attend training, however the resultant participant numbers were lower than initially indicated as many officers and resources were directed toward operational tasking.

Training Summary

As a direct result of this phase of training delivery the below objectives were achieved:

s. 47G(1)(a)



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

s. 47G(1)(a)



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

s. 47G(1)(a)



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

Training Course Feedback/Evaluation

Course participants were provided the opportunity to give written feedback on course content, instruction, training duration and venue; all of whom did so and were unanimous in their support for the training (evidence provided upon request).

Participant feedback detailed the relevance of training to both their current roles and forthcoming operations and assisted PNG ICA in further identifying learning points relating to inter-agency removal operations.

s. 47G(1)(a)



Training Risk and Injury

A training risk assessment was completed prior to the course, identifying key risks. A daily inspection of all the facilities was conducted prior to commencement of all training to reduce potential harms to participants and staff and exposure of training to the public and media. A safety brief was conducted prior to the commencement of training each day and upon changing between practical use of force components.

The course participants did not undergo a physical assessment prior to the course, therefore the physical component of the course was adapted to the possible risks associated with unknown medical and physical fitness backgrounds.

This incorporated a mobility and dynamic warm up exercise prior to all physical components of the course and post physical sessions instructors sought feedback from participants regarding any injuries, illnesses or physical concerns resultant of undergoing training.

Nil injuries were reported to the Instructors during the course, because of training conducted.

Organisation/Facilities/Logistics

s. 47G(1)(a)



Training Recommendations

s. 47G(1)(a)



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

s. 47G(1)(a)

[REDACTED]

4. s. 47G(1)(a)

[REDACTED]

5. Training Qualification -s. 33(a)(iii)

[REDACTED]

6. s. 47G(1)(a)

[REDACTED]


Training Administration

- Course Assessment documentation completed
- PNG ICA training database updated by C5
- C5CM to review and report on the new format of the Escort Security Recertification Workshop and Escort Security Team Leader Workshop

s. 33(a)(iii)

[REDACTED]

s. 33(a)(iii)



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

Appendix 1 - Escort Security Officer Initial Course

s. 47G(1)(a)



Course Participants Training Record (Escort Security Course) Aug 13th-17th

s. 47F(1)



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

s. 47F(1)



Appendix 2 - Escort Security Re-certification Workshop

Course Participants Training Record (Escort Recertification) Aug 20th & 21st

s. 47F(1)



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

s. 47F(1)




Course Participants Training Record (Escort Recertification) Aug 23rd & 24th

s. 47F(1)




Course Performance

s. 33(a)(iii), s. 47G(1)(a)



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

s. 33(a)(iii), s. 47G(1)(a)



Appendix 2 - Escort Team Leader Recertification Course

s. 47G(1)(a)



Course Participants Training Record (Team Leader Workshop) August 23rd & 24th

s. 47F(1)



Course Performance

s. 47G(1)(a)



Summary & Conclusion

The objectives of this training phase were achieved, in rectifying and further developing an enhanced multi-agency operational capability around escorted removal operations and aligning a more robust methodology around the handling and management of larger cohort movements, non-compliance and high-risk persons in custody.

A focus on control of incidents, application of force and understanding of internal and overarching governance was imparted and exposure of the training team to direct course delivery signifies a considerable movement forward in PNG ICA developing a lasting operational and training capability.

Some significant milestones were achieved regarding the development and implementation of the PNG ICA Training Team delivery and it should be noted that without the support of the respective divisional managers this phase of training may not have proven as successful as resulted.

Courses were well accepted by all attending participants and deemed a comprehensive success, with the overall number of qualified officers proving exceptional within such a short timeframe.

Further, the graduated handover of training delivery to the local PNG ICA training team will support maintenance of qualified escort officer personnel and operations. It should be noted however, that ongoing mentorship and development is both required and essential in meeting the required regulatory and legislative requirements of accredited training

C5CM would like to extend appreciation for attendance by all participants.

Completed by:

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

Director Operations

C5 Crisis Management

August 2018

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

——- END REPORT ——-

THIS PAGE LEFT INTENTIONALLY BLANK

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

Support Group Coversheet

SUBJECT

Approval for further International Security Escort training for PNG

ACTION REQUIRED

DUE DATE

☐ FYI ☒ Signature ☐ Clearance ☐ Advice ☐ Other:

CONTACT OFFICER

PHONE

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

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

DIVISION

DOCUMENT TYPE

- ☐ Strategic Border Command
☐ Operational Practices Command
☒ Detention and Offshore Operations Command
☐ Close Support Command
☐ ABF Business Services

- ☒ Minute
☐ Submission
☐ Briefing
☐ Other:

OUTLINE

Please provide an outline of content, any relevant background, risks, consultation, next steps required, timing/deadlines/urgency and other considerations

RECEIVED BY AC EA

SHAREPOINT NUMBER

RPR 79.18

COMMENTS

CLEARANCE

	PRINT NAME	SIGNATURE	DATE
CMDR	Alana Sullivan	s. 22(1)(a)(ii)	27/06/2018
AC			
Deputy Commissioner			

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



Australian Government
Department of Home Affairs



Australian
BORDER FORCE

For Official Use Only

Minute

To: Assistant Secretary Regional Processing & Resettlement

Through: Director Regional Returns and Removals

Date: 26 June 2018

CONTRACT NO. 70017776 VARIATION NO 5 OF THE CONTRACT "FOR THE PROVISION OF INTERNATIONAL SECURITY ESCORT TRAINING FOR PNG" BETWEEN C5 MANAGEMENT SOLUTIONS AND THE DEPARTMENT.

Timing

Your endorsement is required by 27 June 2018 to allow C5 Management Solutions to continue further delivery of International Security Escort training to PNG ICA between 1 July and 30 December 2018.

Purpose

To: To seek your approval as PGPAAs23 delegate for the:

1. extension of the contract "For the Provision of International Security Escort Training for PNG" (Training contract) between C5 Management Solutions and the Department until 30 December 2018 in accordance with the extension provisions outlined in the contract;
2. variation to the Training Contract for additional services;
3. additional expenditure of AUD \$580,000 (GST exclusive) to the Training Contract for further; Security Escort training; Team Leader training, Team Leader Recertification, ECO Course Recertification, Training Team mentoring (4 x weeks), and C5 Final Training and Handover.

Background


4. s. 33(a)(iii)

5.

For Official Use Only

For Official Use Only**Services and Requirements:**

6. s. 33(a)(iii)

**Term of Engagement:**

7. This procurement covers the period 1 July 2018 to 30 December 2018. The Final Report will be required by 15 January 2019.

Expenditure Approval and Funds Availability:

8. The variation amount is AUD \$580,000.00 (GST exclusive).
9. Funds can be met from current budget allocations under Administered Cost Centre 1121.
10. AusTender will be updated in accordance with the Commonwealth Procurement Rules (CPRs) to reflect the increase in value.

Method of Procurement:

11. As a wholly owned Indigenous company and a small to medium enterprise with fewer than 200 employees, Procurement and Contracts Branch confirmed that C5 has been engaged for the Training Contract via limited tender under Paragraph 17 of Appendix A to the Commonwealth Procurement Rules: 'Procurement of goods and services from an SME with at least 50 per cent Indigenous Ownership'.

Value for Money:

12. s. 47G(1)(a)



13. s. 47G(1)(a)



14. s. 47G(1)(a)

**Risk Assessment:**

15. A risk assessment has been undertaken on this procurement and a copy of the Risk Management Plan is attached. The risk for this procurement is assessed as Low.

Consultation:

16. Legal, Procurements and Contracts Branch, and the Group Finance Partner have been consulted.

For Official Use Only

For Official Use Only

Recommendation

It is recommended that you approve the:

- a. extension of the contract "For the Provision of International Security Escort Training for PNG" (Training contract) between C5 Management Solutions and the Department until 30 December 2018 in accordance with the extension provisions outlined in the contract;

Approved / Not Approved

- b. variation to the contract for additional services; and

Approved / Not Approved

- c. additional expenditure of AUD \$580,000 (GST exclusive) to the Training Contract for further; Security Escort training; Team Leader training, Team Leader Recertification, ECO Course Recertification, Training Team mentoring (4 x weeks), and C5 Final Training and Handover.

Approved / Not Approved

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

Director

Regional Returns and Removals

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

27 June 2018

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

Alana Sullivan

Assistant Secretary

Regional Performance and Resettlement

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

27 June 2018

Contact Officer: s. 22(1)(a)(ii)

Division/branch: Regional Returns and Removals

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

Attachments:

- A. Procurement Risk Assessment

For Official Use Only

For Official Use Only



Australian Government
Department of Immigration
and Border Protection

Risk Guide

This Risk Guide should be used as a framework to determine the risk profile of a procurement at the early stages of the procurement process and is used to reassess and manage the risk(s) throughout the process

Why assess procurement risk?

Procurement effort should be commensurate to the risk profile of a procurement. As procurement risk increases, the procurement process and documentation demands greater rigour and level of detail. Certain risk factors, such as impact of and complexity in the procurement will influence the way the procurement process will be conducted. The risk factor ratings below will help you to determine a procurement process that is commensurate to the procurement risk.

Risk Factor Ratings

The following risk factors should be considered to help you determine the risk profile of your procurement:

Risk Factor	Risk Rating		
	L	M	H
Impact: Potential for negative impact on the reputation of the Department or government	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Potential for negative impact on the capability of the Department	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Potential for poor supplier performance	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Potential difficulty in replacing good/service	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Complexity: Potential for delivery of goods/services/construction that does not meet requirements	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Potential for procurement process errors (e.g. if you are not using an existing arrangement such as a panel or a multi-use list)	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Overall costs: Potential for increase in procurement costs	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Overall Risk Profile	Risk Rating		
	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

If the overall risk rating is HIGH you will need to complete a DIBP Risk Assessment, available on Bordernet at <https://bordernet.immi.local/corporate/legal/risk-assurance/risk-management>



Australian Government
Department of Home Affairs

DEED OF VARIATION No. 5

BETWEEN

COMMONWEALTH OF AUSTRALIA

AND

C5 MANAGEMENT SOLUTIONS PTY LTD
ACN 160 158 681
ABN 98 160 158 681

DEED OF VARIATION

This Deed is made on **29 June 2018**

Between

THE COMMONWEALTH OF AUSTRALIA, represented by the **Department of Home Affairs**, of 6 Chan St., Belconnen, ACT 2617 and ABN 33 380 054 835 (the **Department**)

and

C5 Management Solutions Pty Ltd, 26-28 Napier Close Deakin Canberra ACT 2600, ACN 160 158 681, ABN 98 160 158 681 (the Contractor)

RECITALS:

- (a) The Parties entered into a contract dated 19 September 2016 for the provision of International Security Escort Training for PNG (the **Contract**).
- (b) The Parties agreed to certain variations to the rights and obligations contained in the Contract by Deed of Variation (Nos. 1, 2, 3 and 4), dated 5 October 2016, 27 February 2017, 23 August 2017 and 8 December respectively.
- (c) The Parties have agreed to further variations to the rights and obligations contained in the Contract.
- (d) The Parties wish to formally record those variations in the form of this Deed of Variation (No. 5) (the **Deed**).

IT IS AGREED:

1. Defined terms and interpretation

- 1.1. This Deed is interpreted and adopts the definitions as specified in the Contract, except where the contrary intention is expressed.
- 1.2. Headings are for ease of reference only and do not affect interpretation.

2. Variation to the Contract

2.1. The Contract is varied with effect on 29 June 2018 as follows:

- (a) Item 5 [Expiry Date] of Part 1 – Contract Details to the Contract is amended by deleting the words “30 June 2018” and replacing them with the following:
 “30 December 2018”
- (b) In clause 1.1 of Schedule 1 (Background) delete the words;
 “The Contractor must provide international security escort training and team leader training and certification under this Contract.”
 and replace with
 “The Contractor must provide international and general security escort training and team leader training and certification under this Contract.”
- (c) In clause 2.1 of Schedule 1 delete the words:
 “The Contractor must provide international security escort recertification training, and train the trainer services (Services) including various Deliverables that are described below.”
 and replace with
 “The Contractor must provide international and general security escort recertification training, and train the trainer services (Services) including various Deliverables that are described below.”

s. 47G(1)(a)

s. 47G(1)(a)

- (e) Clause 2.1.7 of Schedule 1 is amended by deleting the words "14 July 2018" and replacing them with the following:

"30 December 2018"

- (f) In clause 1.1.1 of Schedule 2 (Contract Charges and Expenses) the amount of \$2,981,000.00 is deleted and replaced with the following:

"\$3,561,000.00"

- (g) Table 1: Contract Charges in Schedule 2 (Contract Charges and Expenses) is amended by deleting the following rows:

Subtotal	\$2,710,000.00
GST Component	\$271,000.00
Total including GST	\$2,981,000.00

and replacing them with the following:

Phase Seven: Security Escort Training and Recertification	
Training Team mentoring (C5)	
Security Escort Training and Recertification (August 2018)	
Training Team mentoring (C5)	
Training Team mentoring (C5)	
Security Escort Training and Recertification (December 2018)	
Training Team mentoring (C5) and final handover	
Subtotal	\$3,290,000.00
GST Component	\$329,000.00
Total including GST	\$3,619,000.00

- (h) Table 2: Contract Charge instalments in Schedule 2 (Contract Charges and Expenses) is amended by adding the following rows to the bottom of the table:

Invoice 17 for Training Team Mentoring (C5)	Completed supply of all the Services and acceptance by the Department of all Deliverables required under clause 8.10 of the Contract for Training Team Mentoring.
Invoice 18 for Security Escort Training and Recertification	Completed supply of all the Services and acceptance by the Department of all Deliverables required under clause 8.10 of the Contract for Security Escort Training and Recertification.

Invoice 19 for Training Team Mentoring (C5)	Completed supply of all the Services and acceptance by the Department of all Deliverables required under clause 8.10 of the Contract for Training Team Mentoring.
Invoice 20 for Training Team Mentoring (C5)	Completed supply of all the Services and acceptance by the Department of all Deliverables required under clause 8.10 of the Contract for Training Team Mentoring.
Invoice 21 for Security Escort Training and Recertification	Completed supply of all the Services and acceptance by the Department of all Deliverables required under clause 8.10 of the Contract for Security Escort Training and Recertification.
Invoice 22 for Training Team mentoring (C5) and final handover	Completed supply of all the Services and acceptance by the Department of all Deliverables required under clause 8.10 of the Contract for Training Team mentoring (C5) and final handover week 4.

- (i) Clause 2.6 of Schedule 3 (Performance Measures) is amended by deleting the words "14 July 2018" and replacing them with the following:

"30 December 2018"

- 2.2. Except as amended in clause 2.1 above, the terms and conditions of the Contract remain unaltered.

3. Miscellaneous

- 3.1. Each Party must promptly execute all documents and do all things that another Party from time to time reasonably requests to give effect to this Deed and all transactions incidental to it.
- 3.2. Each Party must pay its own costs in relation to negotiation, finalising and executing this Deed and in relation to effecting any other document or thing required to give effect to this Deed.
- 3.3. This Deed may be executed in counterparts. All executed counterparts constitute one document.
- 3.4. This Deed is to be construed in accordance with, and governed by, the laws of the Australian Capital Territory.

EXECUTED as a Deed

Executed as a Deed by the Commonwealth of Australia
represented by the Department of Home Affairs by
its duly authorised delegate in the presence of:

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

Name of witness (print)

Date

28 June 2018.

Executed as a Deed by C5
Management Solutions Pty Ltd ACN
160 158 681, ABN 98 160 158 681
 acting by the following persons or, if
 the seal is affixed, witnessed by the
 following persons in accordance with
 s127 of the *Corporations Act 2001*:

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

Signature of Director

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

Name of Director (print)

Date

29-06-2018

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

Name of delegate (print)

Position of delegate (print)

DIRECTOR PERSONAL RETURNS
 AND REMARKS

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

Signature of Director/Company Secretary
 (Please delete as applicable)

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

Name of Director/Company Secretary
 (print)

Contract Information Form (CIF) – contract variation

This form contains the mandatory information required to be entered into the CPR System. Information omitted or incorrect will cause delays in the processing. Please refer to the instructions at the end of this document or embedded blue hyperlinks for guidance on how to complete this form.

1) Contract Screen

Contract Number 70017776

PO/SO No: 46051297

Vendor

Name: C5 Management Solutions

Number: 142 558

ABN: 98160158681

Contact Officer: s. 22(1)(a)(ii)

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

Contract Manager: s. 22(1)(a)(ii) Assistant Director, Regional Returns & Removals Section

Delegate: Alana Sullivan, Assistant Secretary, Children, Community and Settlement Services

NEW: Contract Description: Provision of further international escort training services to assist PNG.

NEW: Contract Dates

New validity end date (if applicable): 30 December 2018

Amendment date (date the amendment was agreed too): 29 June 2018

Amendment start date (date the amendment is to commence): 29 June 2018

Attributes select any applicable fields

☒ PGPAAs23(3) – approval to spend money

☐ Forward Commitments /PGPAAs60 – commitment of money to be spent in coming financial years or for a contingency

- ☐ Warranty
- ☐ Guarantee
- ☐ Indemnity
- ☐ Letter of Comfort

Attachments Minute - Delegation approval - Trim Reference: ADD2018/3222747

Contract variation approval form – DoV (5) C5 training – Trim Ref: ADD2018/3229028

2) Additional Line Item Creation *(Copy and paste this section for more line items)*

Note: For a contract which delivers over multiple financial years (FY) create one line item for each FY, with the delivery date for each FY being 30 June if no other date is applicable. The delivery date determines the commitment of funds in each year.

Account Assignment Category: Cost centre

Short Text description *of goods/services to be purchased per line):*

Continuation of International Security Escort Training for PNG

Line

GL Account: 739900

Cost Centre: 1121

Tax Code

P1 – Non Capital Goods – 10% GST

Variation to line/s on PO/SO:

Standing Order

Line item number: Phase Seven Refresher Course

Current Line Amount: \$ 0.00

New Amount or Increase: \$580,000 (GST exclusive)

Total Line Amount: \$580,000 (GST exclusive)

Contract Variation:

Current Contract Value: \$2,710,000 (GST exclusive)

Increase: \$580,000 (GST exclusive)

New Contract Value: \$3,290,000 (GST exclusive)

Existing Delivery Date: Either 30/06/2018 or the date on which the Requirement has been fully provided, whichever occurs last.

New Delivery Date: Either 30/12/2018 or the date on which the Requirement has been fully provided, whichever occurs last.

Type of Cost: Variable cost

Prepayment: No

3) Gazettal Screen

Warning: The information entered in these fields will be publicly reported on AusTender

Blocking reason If the contract information is to be published leave this field at the default of blank (not blocked).

<input type="checkbox"/> FO FOI ACT <i>(must have written approval from Secretary & be provided to PCB)</i> <input type="checkbox"/> GR Grants to outside bodies or State Governments <input type="checkbox"/> NG No Goods or Services Provided <input type="checkbox"/> NP Not in Public Interest <i>(Secretary's approval needed & be provided to PCB)</i> <input checked="" type="checkbox"/> OS Supplies procured and used overseas <input type="checkbox"/> PC Petty Cash reimbursements <input type="checkbox"/> PG Previously gazetted <i>(supporting evidence to be attached)</i> <input type="checkbox"/> RF Refunds for goods or services <input type="checkbox"/> RP Reconciliation Payment	
Contact Code: [00020 – Procurement and Contracts]	
Office Post code: [2617]	
UNSPS Code:	
ATM Identifier: <i>(If the Procurement method is Open Tender this field must be populated by the original number used to identify the business opportunity as advertised on AusTender eg. RFT 12/22)</i>	
MM Contracts: <input checked="" type="checkbox"/> CO (contract) or <input type="checkbox"/> GR (grant) or <input type="checkbox"/> ODA (grant like) <input type="checkbox"/> NC (no formal written grant or contract)	
Procurement method (select one) <input checked="" type="checkbox"/> LT – Limited tender is a procurement method, in which an agency approaches one or more potential suppliers to make submissions (as defined in paragraph 9.10 of the CPRs) <input type="checkbox"/> OT - Open tender is a procurement method which involves publishing an open approach to market on AusTender and inviting submissions (as defined in paragraph 9.8 of the CPRs) <input type="checkbox"/> PT – Prequalified tender is a procurement method in which the procuring agency selects potential suppliers from a multi-use list, or as the second stage of a Request for Expression of Interest or prequalification process and invites them to provide a submission (as defined in paragraph 9.9 of the CPRs)	
Plan end date: 30/12/2018 <i>(This date should be the same as the Validity End Date)</i>	
SON identifier: SON _____ <i>(Only applicable if purchased using a panel arrangement)</i>	

Consultancy flag

NO

(Only select YES if both questions in Consultancy - instruction are answered as 'Yes')

Consultancy reason: (select one)

- ☐ **NI** Need for independent research or assessment
- ☐ **NS** Need for specialised or professional skills
- ☐ **SC** Skills currently unavailable within agency

Contract confidentiality

NO

*(Only select YES if all four criteria of the **Confidentiality Test** are met. Refer to contract confidentiality for more information)*

Confidentiality reason: (select one)

- ☐ **IC** Internal Costing/profit information
- ☐ **OT** Other *(If 'other' is selected provide a brief explanation below)*
- ☐ **PA** Privacy Act 1988
- ☐ **PI** Public interest
- ☐ **SS** Statutory secrecy provisions
- ☐ **TS** Intellectual property

'Other' reason: _____

Output confidentiality

NO

Output confidentiality reason: (select one)

- ☐ **AL** Artistic, literary or cultural secrets
- ☐ **OT** Other *(If 'other' is selected provide a brief explanation below)*
- ☐ **PA** Privacy Act 1988
- ☐ **PI** Public interest
- ☐ **SS** Statutory secrecy provisions
- ☐ **TS** Intellectual property

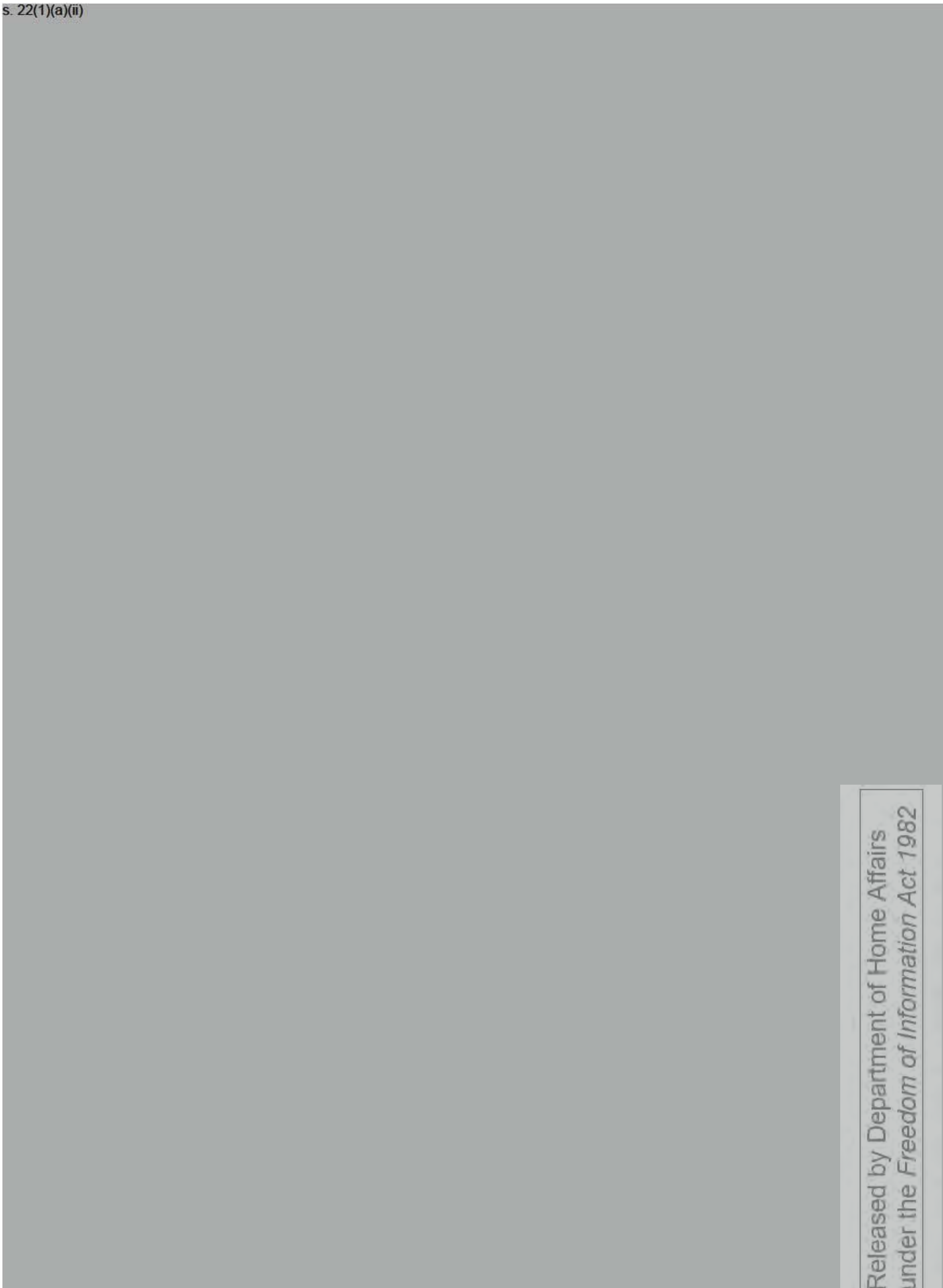
'Other' reason: _____

Instructions

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

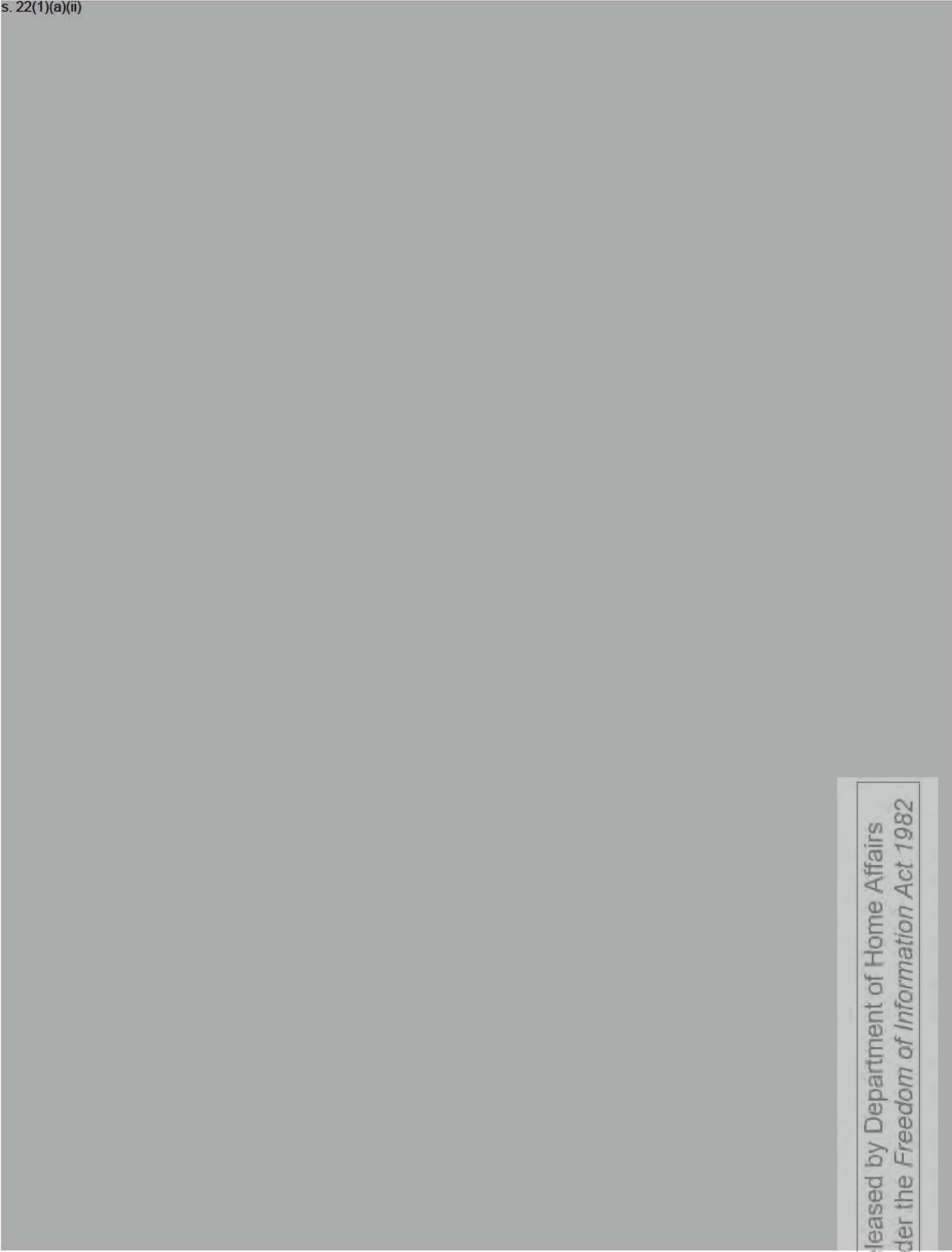
Released by Department of Home Affairs
under the *Freedom of Information Act 1982*

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




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

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



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

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



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

Contract Information Form (CIF) – contract variation

This form contains the mandatory information required to be entered into the CPR System. Information omitted or incorrect will cause delays in the processing. Please refer to the instructions at the end of this document or embedded blue hyperlinks for guidance on how to complete this form.

1) Contract Screen

Contract Number 70017776

PO/SO No:46051297

Vendor

Name: C5 Management Solutions
Number: 142 558
ABN: 98160158681

Contact Officer: s. 22(1)(a)(ii)

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

Contract Manager: s. 22(1)(a)(ii) Assistant
Director, Regional Returns & Removals
Section

Delegate: Alana Sullivan, Assistant
Secretary, Regional Processing &
Resettlement

NEW: Contract Description: Provision of further international escort training services to assist PNG.

NEW: Contract Dates

New validity end date(if applicable): 30 June 2018

Amendment date (date the amendment was agreed too): 30 June 2018

Amendment start date (date the amendment is to commence): 04 December 2017

Attributes select any applicable fields

☒ PGPAAs23(3) – approval to spend money

☐ Forward Commitments /PGPAAs60 – commitment of money to be spent in coming financial years or for a contingency

- ☐ Warranty
- ☐ Guarantee
- ☐ Indemnity
- ☐ Letter of Comfort

Attachments Trim Link Reference to signed copy of Contract Variation/Extension and delegate approvals

File Reference/s: ADF2016/53179

2) Additional Line Item Creation *(Copy and paste this section for more line items)*

Note: For a contract which delivers over multiple financial years (FY) create one line item for each FY, with the delivery date for each FY being 30 June if no other date is applicable. The delivery date determines the commitment of funds in each year.

Account Assignment Category: ☒ Cost centre or ☐ Project (WBS)

Short Text description *of goods/services to be purchased per line):*

Additional International Security Escort Training for PNG

Line

GL Account: 739900

Cost Centre: 1121 or **WBS Element:**

Tax Code Select from

- ☐ P1 – Non Capital Goods – 10% GST
☒ P2 – Non Capital Goods – 0% GST No GST in price
☐ P3 – Non Capital Goods – 0% GST Outside Scope of GST
☐ P5 – Non Capital Goods – 0% GST Acquisition re input taxed supplies
☐ Q1 – Capital Goods – 10% GST
☐ Q2 – Capital Goods – 0% GST No GST in Price
☐ Q3 – Capital Goods – 0% GST Outside Scope of GST
☐ Q5 – Capital Goods – 0% GST Acquisition re input taxed supplies

Variation to line/s on PO/SO:

☒ Standing Order *(ongoing costs)* ☐ Purchase Order *(one off cost)*

Please enter amounts excluding GST

Line item number: Phase Six Refresher Course

Current Line Amount: \$ 0.00

New Amount or Increase/decrease: \$ 973,000 (GST exclusive)

Total Line Amount: \$ 973,000 (GST exclusive)

Contract Variation:

Current Contract Value: \$ 1,910,700.00 (GST inclusive)

Increase/decrease: \$ 1,070,300.00 (GST inclusive)

New Contract Value: \$ 2,981,000.00 (GST inclusive)

Please note when completing the relevant PGPAAs23(3) approval you will need to list what the variation amount is and what the new total contract value will be.

Existing Delivery Date: Either 04/12/2017 or the date on which the Requirement has been fully provided, whichever occurs last.

New Delivery Date: Either 30/06/2018 or the date on which the Requirement has been fully provided, whichever occurs last.

Type of Cost: ☒ Variable cost or ☐ Fixed cost

Prepayment: ☐ Yes or ☒ No

*(If you tick **yes** in this field your delegate must have PGPAAs20Ai (Prepayment) delegation and you must provide relevant documentation from the delegate noting they are exercising this delegation)*

3) Gazettal Screen

Warning: The information entered in these fields will be publicly reported on AusTender

Blocking reason If the contract information is to be published leave this field at the default of blank (not blocked).

- ☐ **FO** FOI ACT *(must have written approval from Secretary & be provided to PCB)*
- ☐ **GR** Grants to outside bodies or State Governments
- ☐ **NG** No Goods or Services Provided
- ☐ **NP** Not in Public Interest *(Secretary's approval needed & be provided to PCB)*
- ☒ **OS** Supplies procured and used overseas
- ☐ **PC** Petty Cash reimbursements
- ☐ **PG** Previously gazetted *(supporting evidence to be attached)*
- ☐ **RF** Refunds for goods or services
- ☐ **RP** Reconciliation Payment

Contact Code: [00020 – Procurement and Contracts]

Office Post code: [2617]

UNSPS Code:

ATM Identifier:

*(If the Procurement method is **Open Tender** this field must be populated by the original number used to identify the business opportunity as advertised on AusTender eg. RFT 12/22)*

MM Contracts: ☒ CO (contract) or ☐ GR (grant) or ☐ ODA (grant like)
☐ NC (no formal written grant or contract)

Procurement method (select one)

- ☒ **LT – Limited tender** is a procurement method, in which an agency approaches one or more potential suppliers to make submissions (as defined in paragraph 9.10 of the CPRs)
- ☐ **OT - Open tender** is a procurement method which involves publishing an open approach to market on AusTender and inviting submissions (as defined in paragraph 9.8 of the CPRs)
- ☐ **PT – Prequalified tender** is a procurement method in which the procuring agency selects potential suppliers from a multi-use list, or as the second stage of a Request for Expression of Interest or prequalification process and invites them to provide a submission (as defined in paragraph 9.9 of the CPRs)

Plan end date: 14/07/2018 *(This date should be the same as the Validity End Date)*

SON identifier: SON _____ *(Only applicable if purchased using a panel arrangement)*

Consultancy flag☐ YES ☒ NO*(Only select YES if both questions in Consultancy - instruction are answered as 'Yes')*

Consultancy reason: (select one)

- ☐ **NI** Need for independent research or assessment
- ☐ **NS** Need for specialised or professional skills
- ☐ **SC** Skills currently unavailable within agency

Contract confidentiality☐ YES ☒ NO*(Only select YES if all four criteria of the **Confidentiality Test** are met. Refer to contract confidentiality for more information)*

Confidentiality reason: (select one)

- ☐ **IC** Internal Costing/profit information
- ☐ **OT** Other *(If 'other' is selected provide a brief explanation below)*
- ☐ **PA** Privacy Act 1988
- ☐ **PI** Public interest
- ☐ **SS** Statutory secrecy provisions
- ☐ **TS** Intellectual property

'Other' reason: _____

Output confidentiality☐ YES ☒ NO

Output confidentiality reason: (select one)

- ☐ **AL** Artistic, literary or cultural secrets
- ☐ **OT** Other *(If 'other' is selected provide a brief explanation below)*
- ☐ **PA** Privacy Act 1988
- ☐ **PI** Public interest
- ☐ **SS** Statutory secrecy provisions
- ☐ **TS** Intellectual property

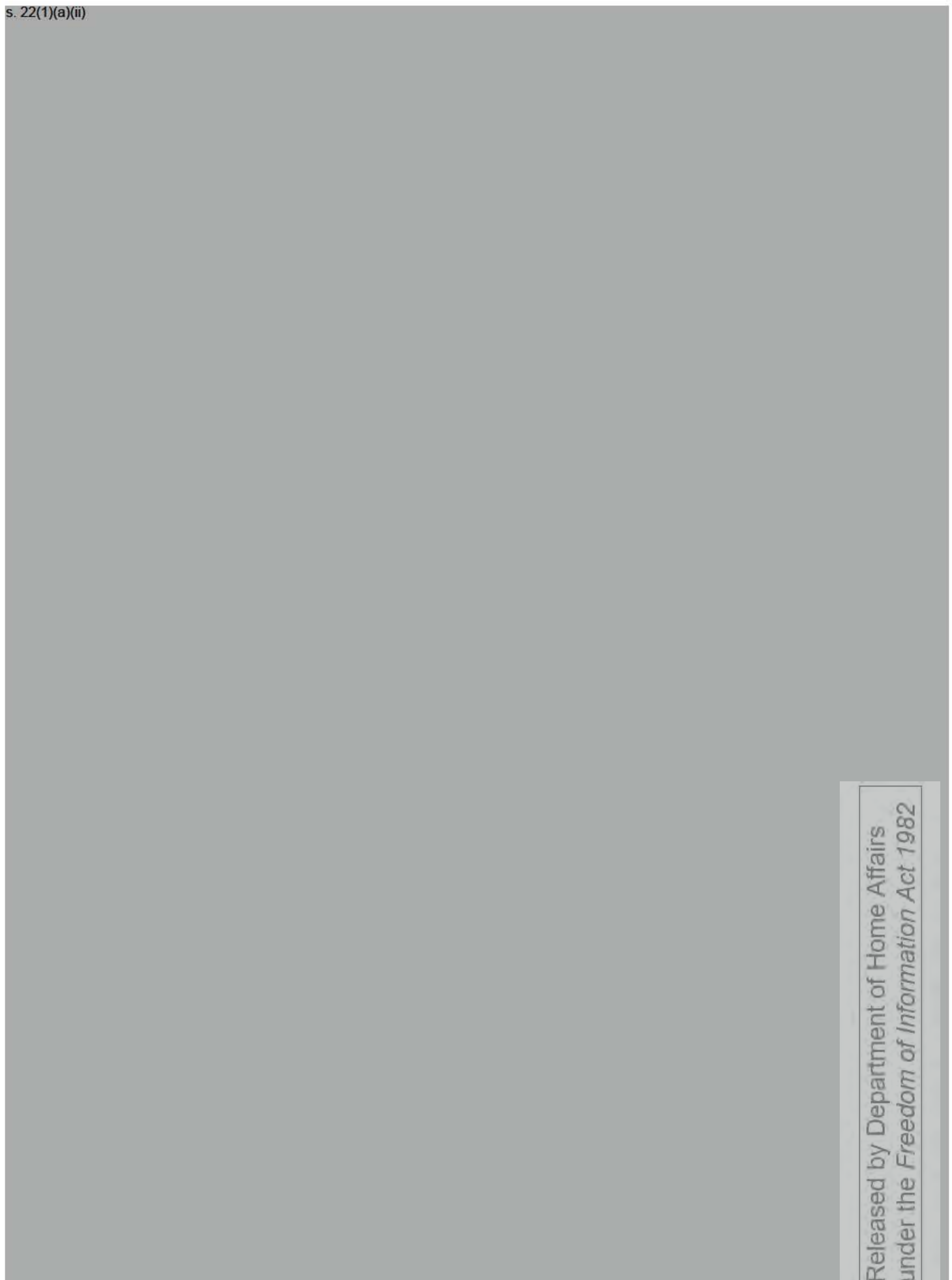
'Other' reason: _____

Instructions

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

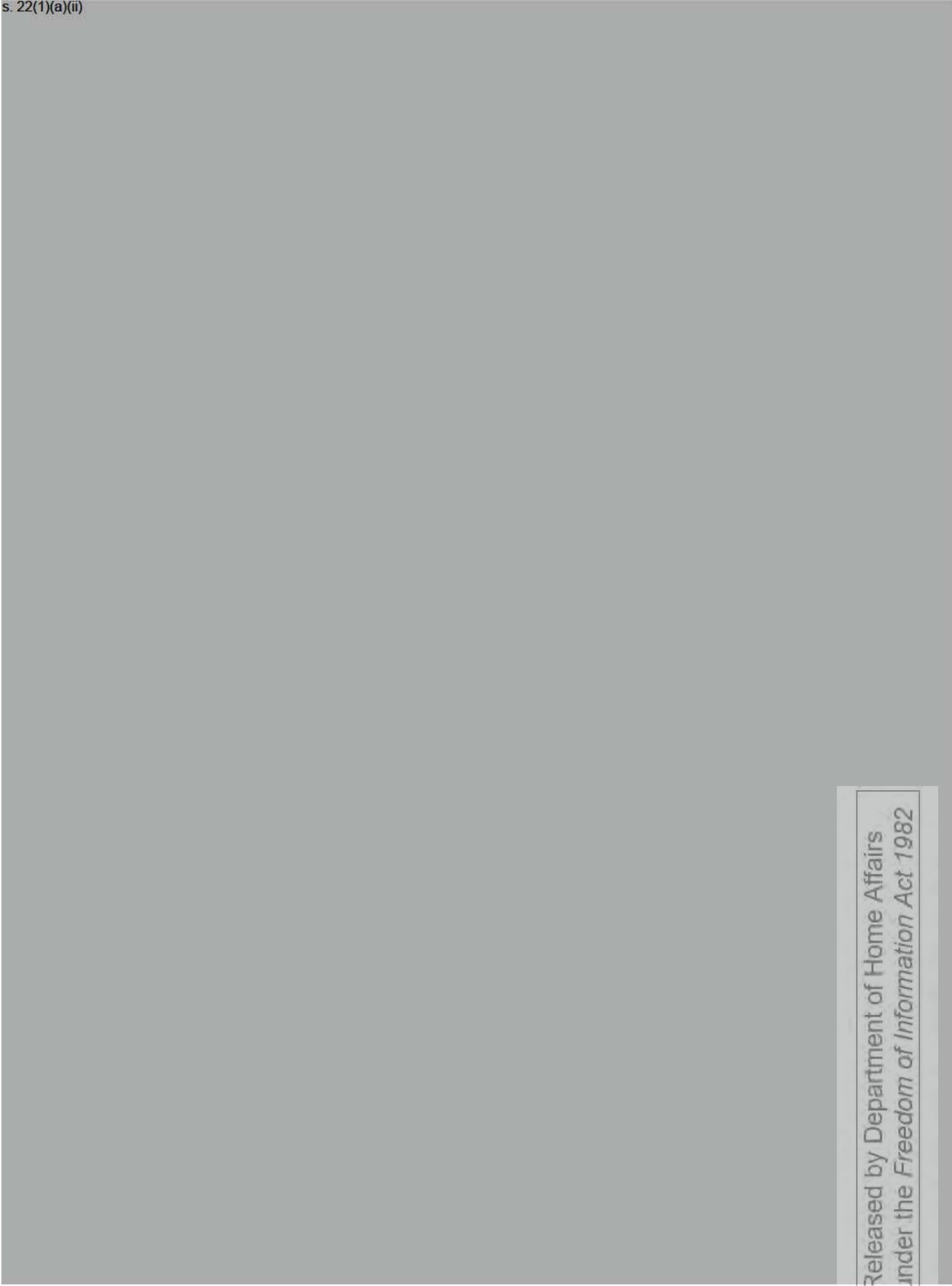
Released by Department of Home Affairs
under the *Freedom of Information Act 1982*

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



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

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



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

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



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

Support Group Coversheet

SUBJECT

Contract Variation to Allow CS management solutions to continue delivery of Security training

ACTION REQUIRED

DUE DATE

☐ FYI ☒ Signature ☒ Clearance ☐ Advice ☐ Other:

CONTACT OFFICER

PHONE

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

DIVISION

- ☐ Border Management
☐ Border Force Capability
☐ Children, Community & Settlement Services
☐ Detention Services
☒ Regional Processing Taskforce
☐ RAMIFORM Taskforce

DOCUMENT TYPE

- ☒ Minute
☐ Submission
☐ Briefing
☐ Other:

RECEIVED

08 DEC 2017

Taskforce
Correspondence No: 113

OUTLINE

Please provide an outline of content, any relevant background, risks, consultation, next steps required, timing/deadlines/urgency and other considerations

seeking approval as PGPAAS2361 delegate

RECEIVED BY FAS/AC EA

SHAREPOINT NUMBER

COMMENTS

CLEARANCE

AS/C

FAS/AC

Deputy Commissioner

PRINT NAME

Kylie Scholten

Elizabeth Hampton

SIGNATURE

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

DATE

8/12/17

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



For Official Use Only

MINUTE

To: Commander Regional Processing Taskforce

CONTRACT NO. 70017776 VARIATION NO 4 OF THE CONTRACT "FOR THE PROVISION OF INTERNATIONAL SECURITY ESCORT TRAINING FOR PNG" BETWEEN C5 MANAGEMENT SOLUTIONS AND THE DEPARTMENT.

Timing:

1. Your endorsement is required by 8 December 2017 to allow C5 Management Solutions to continue the delivery of security escort training to PNG ICSA for the period Monday 4 December to Tuesday 19 December 2017.

Purpose

2. This minute seeks your approval as PGPAAs23(1) - Enter, Vary and Administer an Arrangement and PGPAAs23(3) - Goods and Services delegate, for the:
 - a. extension of the contract "For the Provision of International Security Escort Training for PNG" (Training contract) between C5 Management Solutions and the Department until 30 June 2018 in accordance with the extension provisions outlined in the contract;
 - b. variation to the Training contract for additional services;
 - c. additional expenditure of \$973,000 (GST inclusive) to the Training contract for international security escort training, team leader training, recertification, and train-the-trainer training so that future training can be conducted by Papua New Guinea Immigration and Citizenship Service Authority (PNG) (ICSA) officials.

Please note that Programme 1.5 Regional Cooperation Capacity Building is the funding source; and the variation will not be an additional cost to current commitments against the programme, as funds are available within the Mentoring training contract, which is not expected to utilise the original funds approved.

For Official Use Only

Background:

3. s. 33(a)(iii)
4. In December 2015, the Department contracted Australian security risk and emergency management supplier, C5, to provide international security escort and team leader training to the Governments of Nauru and PNG. The contract with C5 included the provision of international security escort advisory services to support PNG ICSA officers undertaking the involuntary removal of unlawful non-citizens.
5. On 21 August 2017, the Department and C5 agreed to a variation of contract via limited tender "For the Provision of International Security Escort Training for PNG". This expiry date of this contract was "15 December 2017 or the date on which the Requirement has been fully provided, whichever occurs last". s. 42(1)
- s. 42(1)

Issues:

6. s. 33(a)(iii)
- 7.
- 8.
9. Global Engagement Strategies & Training Section (GESTS) confirmed that the business case process is not required for this variation. GESTS notes s. 47G(1)(a)

With the same outcomes sought by delivery of either mentoring or training, we have no objections to the change from a programme funding perspective". The business case process is not required for this variation, given that the proposed training in PNG has been previously approved as a strategically appropriate activity through the business case process; does not represent a significant departure from the purpose of the mentoring business case (enhanced PNG ICSA capability); does not require additional funding; s. 47G(1)(a)

Services and Requirements:

10. s. 33(a)(iii)

Term of Engagement:

11. This procurement covers the period 4 December 2017 to 30 June 2018. The Final Report will be required by 14 July 2018.

Expenditure Approval and Funds Availability:

12. The variation amount is \$973,000, (GST inclusive). The total estimated value of the procurement is \$2,883,700.00 GST inclusive.
13. Funds can be met from within current budget allocations under administered Cost Centre 1211.
14. AusTender will be updated in accordance with the Commonwealth Procurement Rules (CPRs) to reflect the increase in value.

Method of Procurement:

15. As a wholly owned Indigenous company and a small to medium enterprise with fewer than 200 employees, Procurement and Contracts Branch confirmed that C5 has been engaged for the Training contract via limited tender under Paragraph 17 of Appendix A to the Commonwealth Procurement Rules: 'Procurement of goods and services from an SME with at least 50 per cent Indigenous Ownership ...'.
16. Procurement and Contracts Branch clarified that there is no requirement to complete the limited tender approval for the Deed of Variation to the Training contract.

Value for Money:

17. s. 47G(1)(a)

18.

19.

Risk Assessment:

20. A risk assessment has been undertaken on this procurement and a copy of the Risk Management Plan is attached. The risk for this procurement is assessed as Low.

Consultation:

21. Procurements and Contracts Branch, Commercial and Employment Law Branch, the Policy Group Finance Partner, Global Engagement Strategy and Training, and Counter-People Smuggling Section have been consulted in the preparation of this Deed of Variation.

Recommendation

22. That you, as a PGPAAs23(1) - Enter, Vary and Administer an Arrangement and PGPAAs23(3) - Goods and Services delegate, approve the

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

- a. extension of the contract "For the Provision of International Security Escort Training for PNG" (Training contract) between C5 Management Solutions and the Department until 30 June 2018 in accordance with the extension provisions outlined in the contract;

Approved / Not Approved / Please Discuss

- b. variation to the contract for additional services; and

Approved / Not Approved / Please Discuss

- c. additional expenditure of \$973,000.00 and the new total expenditure to \$2,883,700.00 for the provision of international security escort training, team leader training, recertification, and train-the-trainer training so that future training can be conducted by PNG ICSA officials.

Approved / Not Approved / Please Discuss

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

Assistant Director
Regional Processing Taskforce
Regional Returns & Removals

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

8 / 12 / 2017

Contact Officer: s. 22(1)(a)

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

Attachment:

- A. Procurement Risk Assessment

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

Kylie Scholten
Commander
Regional Processing Taskforce
Children, Community & Settlement Services
8 / 12 / 2017

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

For Official Use Only



Australian Government
Department of Immigration
and Border Protection

Risk Guide

This Risk Guide should be used as a framework to determine the risk profile of a procurement at the early stages of the procurement process and is used to reassess and manage the risk(s) throughout the process.

Why assess procurement risk?

Procurement effort should be commensurate to the risk profile of a procurement. As procurement risk increases, the procurement process and documentation demands greater rigour and level of detail. Certain risk factors, such as impact of and complexity in the procurement will influence the way the procurement process will be conducted. The risk factor ratings below will help you to determine a procurement process that is commensurate to the procurement risk.

Risk Factor Ratings

The following risk factors should be considered to help you determine the risk profile of your procurement:

Risk Factor	Risk Rating		
	L	M	H
Impact:			
Potential for negative impact on the reputation of the Department or government	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Potential for negative impact on the capability of the Department	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Potential for poor supplier performance	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Potential difficulty in replacing good/service	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Complexity:			
Potential for delivery of goods/services/construction that does not meet requirements	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Potential for procurement process errors (e.g. if you are not using an existing arrangement such as a panel or a multi-use list)	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Overall costs:			
Potential for increase in procurement costs	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Overall Risk Profile	Risk Rating		
	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

If the overall risk rating is HIGH you will need to complete a DIBP Risk Assessment, available on Bordernet at <https://bordernet.immi.local/corporate/legal/risk-assurance/risk-management>

Support Group Coversheet

SUBJECT

Deed of Variation, 4 Commonwealth Aust
and CS Management Solutions

ACTION REQUIRED

☐ FYI ☒ Signature ☐ Clearance ☐ Advice ☐ Other:

DUE DATE

CONTACT OFFICER

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

PHONE

DIVISION

- ☐ Border Management
☐ Border Force Capability
☐ Children, Community & Settlement Services
☐ Detention Services
☒ Regional Processing Taskforce
☐ RAMIFORM Taskforce

DOCUMENT TYPE

- ☐ Minute
☐ Submission
☐ Briefing
☒ Other:

Deed

RECEIVED

08 DEC 2017

Taskforce
Correspondence No: 112

OUTLINE

Please provide an outline of content, any relevant background, risks, consultation, next steps required, timing/deadlines/urgency and other considerations

RECEIVED BY FAS/AC EA

SHAREPOINT NUMBER

COMMENTS

CLEARANCE

	PRINT NAME	SIGNATURE	DATE
AS/C	Kylie Scholten	s. 22(1)(a)(ii)	8/12/17
FAS/AC	Elizabeth Hampton		
Deputy Commissioner			

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



Australian Government
Department of Immigration
and Border Protection

DEED OF VARIATION No. 4

BETWEEN

COMMONWEALTH OF AUSTRALIA

AND

C5 MANAGEMENT SOLUTIONS PTY LTD
ACN 160 158 681
ABN 98 160 158 681

DEED OF VARIATION

BETWEEN

COMMONWEALTH OF AUSTRALIA (the "Commonwealth") represented by the Department of Immigration and Border Protection, of 6 Chan St., Belconnen, ACT 2617 (the "Department")

and

C5 Management Solutions Pty Ltd, 26-28 Napier Close Deakin Canberra ACT 2600, ACN 160 158 681, ABN 98 160 158 681 (the "Contractor")

RECITALS:

- (a) The Parties entered into a contract dated 19 September 2016 (the "Contract") for the provision of International Security Escort Training for PNG.
- (b) The Parties agreed to certain variations to the rights and obligations contained in the Contract by Deed of Variation (Nos. 1, 2 and 3), dated 5 October 2016, 27 February 2017 and 23 August 2017 respectively.
- (c) The Parties have agreed to further variations to the rights and obligations contained in the Contract.
- (d) The Parties wish to formally record those variations in the form of this Deed of Variation (No. 4) (the "Deed").

IT IS AGREED:

1. This Deed:

- (a) is interpreted and adopts the definitions as specified in the Contract;
- (b) is a part of the entire agreement between the parties in relation to the subject matter of the Contract; and

- (c) commences on the day and year this Deed is signed by the Department.
2. This Deed makes the following variations to the Contract:

- (a) Item 5 [Expiry Date] of Part 1 – Contract Details to the Contract is amended by deleting the words “15 December 2017” and replacing them with the following:

“30 June 2018”

- (b) A new clause 2.1.7A is inserted in Schedule 1 (Statement of Requirement) before clause 2.1.7 as follows:

“2.1.7A Phase Six Repeat Refresher Revision Courses (expected to commence [4 December 2017];

Administration to prepare course materials suitable for the delivery of Phase Six Training.

Delivery of the following training courses:

- Training Team Mentoring (trainer development sessions 5 through to 7).
- Repeat Refresher Revision Course Schedule (completion of International Security Escort Training Sessions (A), (B) and (C).

Ongoing review following Phase Five, of PNG ICSA Policy and Procedures and Capability Development on international security escort and lawful immigration removal operations, and preparation of a Recertification and Training Report and the conclusion of the training and services delivery.”

- (c) Clause 2.1.7 of Schedule 1 is amended by deleting the words “15 December 2017” and replacing them with the following:

“14 July 2018”

- (d) In clause 1.1.1 of Schedule 2 (Contract Charges and Expenses) the amount of \$1,910,700.00 is deleted and replaced with the following:

“\$2,981,000.00”

- (e) Table 1: Contract Charges in Schedule 2 (Contract Charges and Expenses) is amended by deleting the following rows:

Subtotal	\$1,737,000.00
GST Component	\$173,7000
Total including GST	\$1,910,700.00

and replacing them with the following:

Phase Six: Refresher Revision Course	
Completion of International Security Escort Training (A)	s. 47(1)(b)
Completion of Trainer Development (Session 5)	
Completion of International Security Escort Training (B)	
Completion of Trainer Development (Session 6)	
Completion of International Security Escort Training (C)	
Completion of Trainer Development (Session 7)	
Subtotal	\$2,710,000.00
GST Component	\$271,000.00
Total including GST	\$2,981,000.00

- (f) Table 2: Contract Charge instalments in Schedule 2 (Contract Charges and Expenses) is amended by adding the following rows to the bottom of the table:

Invoice 11 for Phase Six International Security Escort Training (A)	Completed supply of all the Services and acceptance by the Department of all Deliverables required under clause 8.10 of the Contract for International Security Escort Training (A) of Phase Six.
Invoice 12 for Trainer Development (Session 5)	Completed supply of all the Services and acceptance by the Department of all Deliverables required under clause 8.10 of the Contract for Trainer Development Session 5 of Phase Six.
Invoice 13 for Phase Six International Security Escort Training (B)	Completed supply of all the Services and acceptance by the Department of all Deliverables required under clause 8.10 of the Contract for International Security Escort Training (B) of Phase Six.
Invoice 14 for Trainer Development (Session 6)	Completed supply of all the Services and acceptance by the Department of all Deliverables required under clause 8.10 of the Contract for Trainer Development Session 6 of Phase Six.

Invoice 15 for Phase Six International Security Escort Training (C)	Completed supply of all the Services and acceptance by the Department of all Deliverables required under clause 8.10 of the Contract for International Security Escort Training (C) of Phase Six.
Invoice 16 for Trainer Development (Session 7)	Completed supply of all the Services and acceptance by the Department of all Deliverables required under clause 8.10 of the Contract for Trainer Development Session 7 of Phase Six.

- (g) Clause 2.6 of Schedule 3 (Performance Measures) is amended by deleting the words "15 December 2017" and replacing them with the following:

"14 July 2018"

3. In all other respects the terms and conditions of the Contract remain unaltered.

Executed as a Deed

Executed by the **Commonwealth of Australia**
represented by the **Department of**
Immigration and Border Protection by
its duly authorised delegate:

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

Signature of witness and date signed

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

Signature of delegate and date signed

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

Name of witness (print)

K J Scholten

Name of delegate (print)

CMOK, RPTF

Position of delegate (print)

Executed as a Deed by **C5**
Management Solutions Pty Ltd ACN
160 158 681, ABN 98 160 158 681
acting by the following persons or, if
the seal is affixed, witnessed by the
following persons in accordance with
s127 of the *Corporations Act 2001*:

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

Signature of Director and date signed

8/12/2017

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

Signature of Director/Company
Secretary and date signed

8/12/2017

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

Name of Director (print)

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

Name of Director/Company Secretary
(print)



Australian Government
Department of Immigration
and Border Protection

DEED OF VARIATION No. 3

BETWEEN

COMMONWEALTH OF AUSTRALIA

AND

C5 MANAGEMENT SOLUTIONS PTY LTD
ACN 160 158 681
ABN 98 160 158 681

DEED OF VARIATION

BETWEEN

COMMONWEALTH OF AUSTRALIA (the "Commonwealth") represented by the Department of Immigration and Border Protection, of 6 Chan St., Belconnen, ACT 2617 (the "Department")

and

C5 Management Solutions Pty Ltd, 26-28 Napier Close Deakin Canberra ACT 2600, ACN 160 158 681, ABN 98 160 158 681 (the "Contractor")

RECITALS:

- (a) The Parties entered into a contract dated 19 September 2016 (the "Contract") for the provision of International Security Escort Training for PNG .
- (b) The Parties agreed to certain variations to the rights and obligations contained in the Contract by Deed of Variation (Nos. 1 and 2), dated 5 October 2016 and 27 February 2017 respectively.
- (c) The Parties have agreed to further variations to the rights and obligations contained in the Contract.
- (d) The Parties wish to formally record those variations in the form of this Deed of Variation (No. 3) (the "Deed").

IT IS AGREED:

1. This Deed:
 - (a) is interpreted and adopts the definitions as specified in the Contract;
 - (b) is a part of the entire agreement between the parties in relation to the subject matter of the Contract; and

(c) commences on the day and year this Deed is signed by the Department.

2. This Deed makes the following variations to the Contract:

(a) Item 5 [Expiry Date] of Part 1 – Contract Details to the Contract is amended by deleting the words “30 June 2017” and replacing them with the following:

“15 December 2017”

(b) Clause 1.2 of Schedule 1: (Statement of Requirement) is amended by deleting the words “clause 2 [The Services] and the Deliverables described in clause 3 [The Deliverables]” and replacing them with the following:

“clause 2 [The Services and the Deliverables]”

s. 47G(1)(a)

- (d) A new clause 2.1.7 is inserted in Schedule 1: (Statement of Requirement) as follows:

s. 47G(1)(a)

- (e) In clause 1.1.1 of Schedule 2: (Contract Charges and Expenses) the amount of “\$1,175,000.00” is deleted and replaced with the following:

“1,910,700.00”

- (f) Table 1: Contract Charges in Schedule 2: (Contract Charges and Expenses) is amended by adding the following to the bottom of the table:

Phase Five: Refresher Course	
Completion of Trainer Development (Session 1)	s. 47(1)(b)
Completion of September Training	
Completion of Trainer Development (Session 2)	
Completion of Trainer Development (Session 3)	
Completion of Trainer Development (Session 4)	
Subtotal	\$1,737,000.00
GST Component	\$173,700.00
Total including GST	\$1,910,700.00

- (g) Table 2: Contract Charge instalments in Schedule 2: (Contract Charges and Expenses) is amended by adding the following rows to the bottom of the table:

Invoice 6 for Trainer Development (Session 1)	Completed supply of all the Services and acceptance by the Department of all Deliverables required under clause 8.10 of the Contract for Session 1 of Phase Five.
Invoice 7 for September Training	Completed supply of all the Services and acceptance by the Department of all Deliverables required under clause 8.10 of the Contract for September Training of Phase Five.
Invoice 8 for Trainer Development (Session 2)	Completed supply of all the Services and acceptance by the Department of all Deliverables required under clause 8.10 of the Contract for Session 2 of Phase Five.

Invoice 9 for Trainer Development (Session 3)	Completed supply of all the Services and acceptance by the Department of all Deliverables required under clause 8.10 of the Contract for Session 3 of Phase Five.
Invoice 10 for Completion of Trainer Development (Session 4)	Completed supply of all the Services and acceptance by the Department of all Deliverables required under clause 8.10 of the Contract for Session 4 of Phase Five.

- (h) A new clause 2.5A is inserted before clause 2.5 of Schedule 3 (Performance Measures) as follows:
 “2.5A A Recertification and Training Report at the conclusion of Phase Five schedule of training and services delivery;”
- (i) Clause 2.6 of Schedule 3 (Performance Measures) is amended by deleting the words “31 July 2017” and replacing them with the following:
 “15 December 2017”
3. In all other respects the terms and conditions of the Contract remain unaltered.

Executed as a Deed

Executed by the **Commonwealth of Australia**
represented by the **Department of**
Immigration and Border Protection by
its duly authorised delegate:

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

Signature of witness and date signed

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

Signature of delegate and date signed

23/8/17

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

Name of witness (print)

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

Name of delegate (print)

ACTING ASSISTANT SECRETARY.

Position of delegate (print)

Executed as a Deed by C5

Management Solutions Pty Ltd ACN
160 158 681, ABN 98 160 158 681

acting by the following persons or, if
the seal is affixed, witnessed by the
following persons in accordance with
§127 of the *Corporations Act 2001*:

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

Signature of Director and date signed

21/08/17

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

Signature of Director/Company
Secretary and date signed

21/08/2017

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

Name of Director (print)

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

Name of Director/Company Secretary
(print)



Australian Government
Department of Immigration
and Border Protection

DEED OF VARIATION No. 2

BETWEEN

COMMONWEALTH OF AUSTRALIA

REPRESENTED BY
THE DEPARTMENT OF IMMIGRATION AND BORDER
PROTECTION
(ABN 33 380 054 835)

AND

C5 MANAGEMENT SOLUTIONS PTY LTD (C5)
(ABN 98 160 158 681)

IN RELATION TO PROVISION OF INTERNATIONAL SECURITY
ESCORT TRAINING FOR PNG

DEED OF VARIATION

BETWEEN

COMMONWEALTH OF AUSTRALIA (the "Commonwealth") represented by the Department of Immigration and Border Protection, of 6 Chan St, Belconnen, ACT 2617 (the "Department")

and

C5 MANGEMENT SOLUTIONS SERVICES PTY LTD ACN 160 158 681 of c/- s. 47G(1)(a) ACT 2912 ("C5")

RECITALS

- A. The Department and C5 entered into a contract dated 19 September 2016 for the provision of international security escort training for PNG (the "Contract").
- B. The Department and C5 agreed to certain variations to the rights and obligations contained in the Contract by Deed of Variation (No.1), dated 24 September 2016.
- C. The Department and C5 have agreed to further variations to the rights and obligations contained in the Contract.
- D. The Department and C5 now wish to formally record those variations in the form of this Deed of Variation (No. 2) (the "Deed").

IT IS AGREED AS FOLLOWS:

1.1 The parties agree to vary the Contract as follows:

- 1.1.1 Immediately after the sixth dot point in clause 2.1.3 of Schedule 1, insert the following:
 - s. 47G(1)(a)
- 1.1.2 In clause 1.1.1 of Schedule 2 (Contract Charges and Expenses), delete the amount "\$1,130,000 (GST exclusive)" and replace with "\$1,175,000 (GST exclusive)".
- 1.1.3 In Table 1 [Contract Charges] of Schedule 2 (Contract Changes and Expenses), insert the following new row under the heading 'Phase Two: January/February 2017' in the Table:

s. 47G(1)(a)

s. 47(1)

- 1.2 Subject to clause 1.1, all provisions in the Contract remain in fully effect. Clause 1.1 of this Deed of Variation does not affect any right or obligation that arose before the Variation Date.
- 1.3 From the Variation Date, the Contract, as amended by this Deed of Variation, constitutes the entire agreement between the parties.

2.1 Interpretation

- (a) This Deed of Variation is interpreted and adopts the definitions specified in the Contract.
- (b) The following additional terms are defined as follows:
- 'Deed of Variation' means this deed including its Attachments.
- 'Variation Date' means the date on which this Deed of Variation is executed by both of the parties to it.

2.2 Counterparts

This Deed of Variation may be executed in any number of counterparts and by the parties on separate counterparts. Each counterpart constitutes the deed of each party who has executed and delivered that counterpart.

2.3 Governing law

This Deed of Variation is governed by and must be construed according to the law applying in the Australian Capital Territory.

2.4 Entire agreement

To the extent permitted by law, in relation to its subject matter, this Deed of Variation:

- (a) embodies the entire understanding of the parties, and constitutes the entire terms agreed by the parties; and
- (b) supersedes any prior written or other agreement of the parties.

2.5 No representation or reliance

- (a) Each party acknowledges that no party (nor any person acting on a party's behalf) has made any representation or other inducement to it to enter into this **Deed of Variation**, except for representations or inducements expressly set out in this **Deed of Variation**.
- (b) Each party acknowledges and confirms that it does not enter into this **Deed of Variation** in reliance on any representation or other inducement by or on behalf of any other party, except for representations or inducements expressly set out in this **Deed of Variation**.

Executed as a Deed

Executed by the **Commonwealth of Australia**
represented by the **Department of**
Immigration and Border Protection by
its duly authorised delegate:

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

Signature of witness and date signed

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

Signature of delegate and date signed

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

Name of witness (print)

Dir, Regional Returns & Removal

ANTHONY SEERACH

Name of delegate (print)

ASSISTANT SECRETARY PACIFIC AND

Position of delegate (print) *TRANSNATIONAL ISSUES*

27/02/2017.

Executed as a Deed by **C5**
MANAGEMENT SOLUTIONS PTY
LTD (C5) (ACN 98 160 158 681) in
accordance with s127 of the
Corporations Act 2001:

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

24-02-2014

Signature of Director and date signed

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

Name of Director (print)

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

24-02-2017

Signature of Director/Company
Secretary and date signed

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

Name of Director/Company Secretary
(print)



**Department of Immigration
and Border Protection**

DEED OF VARIATION No. 1

BETWEEN

COMMONWEALTH OF AUSTRALIA

**REPRESENTED BY
THE DEPARTMENT OF IMMIGRATION AND BORDER
PROTECTION
(ABN 33 380 054 835)**

AND

**C5 MANAGEMENT SOLUTIONS PTY LTD (C5)
(ABN 98 160 158 681)**

**IN RELATION TO THE PROVISION OF INTERNATIONAL SECURITY ESCORT
TRAINING FOR PNG**

DEED OF VARIATION**BETWEEN**

COMMONWEALTH OF AUSTRALIA represented by the Department of Immigration and Border Protection, of 6 Chan Street, Belconnen, ACT 2617 (**Department**)

and

C5 MANGEMENT SOLUTIONS SERVICES PTY LTD ACN 160 158 681 of c/- **s. 47G(1)(a)**
s. 47G(1)(a) **C5)**

RECITALS

- A. The Department and C5 entered into a contract dated 19 September 2016 for the provision of international security escort training for PNG (the **Contract**).
- B. The Department and C5 now wish to amend the Contract as set out in this Deed of Variation.

IT IS AGREED AS FOLLOWS:

- 1.1 The parties agree to vary the Contract to add the document at Attachment A to the Contract, with that document to be placed immediately after page 61 of the Contract.
- 1.2 Subject to clause 1.1, all provisions in the Contract remain in fully effect. Clause 1.1 of this Deed of Variation does not affect any right or obligation that arose before the Variation Date.
- 1.3 From the Variation Date, the Contract, as amended by this Deed of Variation, constitutes the entire agreement between the parties.

2.1 Interpretation

- (a) This Deed of Variation is interpreted and adopts the definitions specified in the Contract.
- (b) The following additional terms are defined as follows:
 'Deed of Variation' means this deed including its Attachments.
 'Variation Date' means the date on which this Deed of Variation is executed by both of the parties to it.

2.2 Counterparts

This Deed of Variation may be executed in any number of counterparts and by the parties on separate counterparts. Each counterpart constitutes the deed of each party who has executed and delivered that counterpart.

2.3 Governing law

This Deed of Variation is governed by and must be construed according to the law applying in the Australian Capital Territory.

2.4 Entire agreement

To the extent permitted by law, in relation to its subject matter, this Deed of Variation:

- (a) embodies the entire understanding of the parties, and constitutes the entire terms agreed by the parties; and
- (b) supersedes any prior written or other agreement of the parties.

2.5 No representation or reliance

- (a) Each party acknowledges that no party (nor any person acting on a party's behalf) has made any representation or other inducement to it to enter into this Deed of Variation, except for representations or inducements expressly set out in this Deed of Variation.
- (b) Each party acknowledges and confirms that it does not enter into this Deed of Variation in reliance on any representation or other inducement by or on behalf of any other party, except for representations or inducements expressly set out in this Deed of Variation.

EXECUTION AND DATE

Executed as a deed.

**Signed, sealed and delivered by the
Commonwealth of Australia represented by the
Department of Immigration and Border
Protection** by its duly authorised delegate

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

Signature of delegate

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

Full name of delegate

Date

5/10/16
s. 22(1)(a)(ii)

Signature of witness

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

Full name of witness

Date

**Executed by C5 Management Solutions Services
Pty Ltd (ACN 160 158 681) in accordance with
section 127 of the Corporations Act 2001 (Cth):**

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

Signature of director

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

Full name of director

Date

24 September 2016

in the presence of:

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

Signature of witness

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

Full name of witness

Date

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

Signature of company secretary/director

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

Full name of company secretary/director

Date

24 September 2016.

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

Signature of witness

s. 47F(1)

Full name of witness

Date

ATTACHMENT A

Table 2: Contract Charges instalments

Estimated Date	Payment Conditions
Invoice 1	On Department approval of Phase One Training Schedule
Invoice 2	Completion of all Phase One activities
Invoice 3	Completion of all Phase Two activities
Invoice 4	Completion of all Phase Three activities
Invoice 5	Completion of all Phase Four activities



For Official Use Only

MINUTE

To: First Assistant Secretary International
Through: A/g Assistant Secretary Pacific and Transnational Issues
Cc: Director, Papua New Guinea Section

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

15/9/16

2016-17 ENGAGEMENT OF C5 MANAGEMENT SOLUTIONS FOR THE PROVISION OF INTERNATIONAL SECURITY ESCORT TRAINING RECERTIFICATION AND TRAIN THE TRAINER SERVICES FOR PAPUA NEW GUINEA'S (PNG's) IMMIGRATION AND CITIZENSHIP SERVICE AUTHORITY (ICSA)

Timing:

For decision by Thursday 15 September 2016 so this contract can be entered into prior to the termination of existing contractual arrangements which conclude on 31 October 2016.

Purpose:

To:

1. Seek your **approval** as PGPA s23(3) Goods and Services delegate for the expenditure of up to AUD 1,130,000 GST exclusive (cost centre 1266) to engage C5 Management Solutions, trading as C5 Crisis Management (C5), for the provision of international security escort training recertification and 'train the trainer' services for PNG's ICSA.
2. **Note** that this new arrangement does not include services for Nauru, and should the Government of Nauru subsequently request this, or a similar service, consideration and approval of that request will be undertaken separately.

Background:

3.

s. 33(a)(iii)
- 4.
5. Engaging C5 is cost effective as they have already trained PNG personnel under an existing contract using training materials for which they own the intellectual property.

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

For Official Use Only

Engaging a different supplier would require them to establish training levels under their own intellectual property, effectively restarting the accreditation process.

6. s. 47G(1)(a)

7. s. 33(a)(iii)

8.

9. In December 2015, the Department contracted an Australian security risk and emergency management supplier, C5 Management Solutions, trading as C5 Crisis Management (C5), to provide international security escort and team leader training to both the Governments of Nauru and PNG. These services were finalised in January 2016.

10. As a wholly owned Indigenous company and an small to medium enterprise with less than 200 employees, Procurement and Contracts Branch have confirmed that C5 can be procured via limited tender under Paragraph 16 of Appendix A to the CPRs: 'Procurement of goods and services from an SME with at least 50 per cent Indigenous ownership'.

Issues:

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

12. Given the above, the Department seeks an interim solution to have a capacity building and international escort services arrangement in place for the removal eligible cases arising in the Manus Regional Processing Centre population.

Consultation:

13. Regional Processing Taskforce and Procurement and Contracts Branch for the limited tender procurement.

Recommendation

It is recommended that you:

- i. **approve** as PGPA s23(3) Goods and Services delegate for the expenditure of up to AUD 1,130,000 GST exclusive (cost centre 1266) to engage C5 Management Solutions, trading as C5 Crisis Management (C5), for the provision of international security escort training recertification and 'train the trainer' services for PNG's ICSA.

Approved / Not approved

- ii. **note** that this new arrangement does not include services for Nauru, and should the Government of Nauru subsequently request this, or a similar service, consideration and approval of that request will be undertaken separately.

Noted / Please discuss

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

Lachlan M. Colquhoun

First Assistant Secretary, International

15 / 09 / 2016

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

Kylie Scholten

Commander, Regional Processing Taskforce

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

15 / 09 / 2016

Contact Officer: Director, s. 22(1)(a)(ii)
Regional Processing Taskforce
Phone: s. 22(1)(a)(ii)

Attachment

A: C5 Business Case and Risk Assessment

EXECUTIVE SUMMARY

				Currency	Funding Type	2016-17	2017-18	2018-19	2019-20	Grand Total			
PNG Security Escort Recertification and Training				AUD	Admin.	1,130,000				1,130,000			
					Dept.								
Grand Total										1,130,000			
				Start date			End date						
Financial Agreement				1/10/2016			30/06/2017						
Project				1/10/2016			30/06/2017						
	Jul	Aug	Sept	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	
Year 1 Anticipated Administered Payment Profile (Milestones)				s. 47G(1)(a)						s. 47G(1)(a)			

Under existing arrangements with the Government of Papua New Guinea (PNG), including the 2013 *Memorandum of Understanding between the Government of the independent state of Papua New Guinea and the Government of Australia, relating to the transfer to, and assessment and settlement in, Papua New Guinea of certain persons, and related issues* (the MOU), Australia is obligated to assist PNG on regional processing and settlement matters. Assistance to build a removals capacity has been part of ongoing PNG expectations.

s. 33(a)(iii)

International Division Executive Endorsement			
FAS International Division	AS Americas, Europe, Middle East and Africa Branch	AS Asia Branch	A/g AS Pacific and Transnational Issues Branch
s. 22(1)(a)(ii)			
15/9/2016	15/9/2016	15/9/2016	15/9/2016
Cleared for consideration by International Strategy Section			
s. 22(1)(a)(ii)			
16/9/2016			

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

Overview

This project is designed to assist the Government of PNG to maintain and develop their security escort capabilities, through the recertification of security escorts and the provision of train-the-trainer services.

Strategic objectives

Strategy 2020	International Engagement Objective
Promote responsive migration	<input checked="" type="checkbox"/> Promote the value of consistent border management practises at the global and regional levels that foster lawful migration, and detect, deter and disrupt unlawful and unauthorised travel to influence the direction of global governance in relation to migration and border management to ensure it is optimal for supporting Australia's objectives as a sovereign nation.

The strategic objectives of the project will develop PNG's returns and removals capabilities, which directly align with Australia's regional processing strategy.

Intended high-level outcomes

Intended Outcomes
<i>PNG maintains an accredited workforce of security escort officers</i>
<i>PNG builds the capability to conduct their own training of security escort officers</i>
<i>PNG builds and maintains a capability to undertake involuntary removal of transferees found not to be owed protection.</i>

Stakeholders

Category	Stakeholder (list all stakeholders in full name/title and avoid using blocks e.g. ASEAN)
Foreign Government Agency	Papua New Guinea (PNG) Immigration and Citizenship Service Authority (ICSA)
Supplier	C5 Management Solutions, trading as C5 Crisis Management

Monitoring, reporting and evaluation

Monitoring activity implementation

Departmental staff at the High Commission in Port Moresby will be advised by C5 when training will be delivered, with staff from the High Commission reporting back to the Regional Processing Taskforce and the PNG Section within International Division. In addition, SGP Advisor(s) will also play an integral part in monitoring and reporting of this activity.

Monitoring deliverables

Deliverable	Performance Indicator(s)
<i>International security escort recertification is provided to ICSA officers</i>	s. 33(a)(iii)
<i>Train-the-trainer services are provided to ICSA officers</i>	
<i>Final Report</i>	

Ongoing monitoring of outcomes

s. 33(a)(iii)

Upon completion of train-the-trainer and re-certification services, a proficiency assessment will be conducted by C5 and the outcome of this will be provided to the Department as part of reporting. Should there be a shortfall in any of the desired capability outcomes, the Department will make an assessment and determination if any further assistance will be provided.

Financial arrangement(s) and delegations being exercised

Procurement - Standing Order

PGPAAs23(3) - Approve a commitment of relevant money for goods & services

Value for money

s. 47G(1)(a)

Issues

From previous training provided to ICSA, the Department has experienced attrition rates of approximately 5% by officers who undertook the previous training. This level of attrition is expected to hold true for this project.

Funding requirement breakdown

Administered breakdown

Transaction	Cost Centre#	GL Code	Currency	Unit Price of Transaction [A]	Quantity [B]	Total Cost [AxB]	Start Date	End Date
Administration (Phase 1-3)	1266	746500	AUD	s. 47(1)(b)			1/10/2016	30/04/2017
Recertification (Phase 1-3, includes training team selection in Phase 1)	1266	744200	AUD				1/01/2017	30/04/2017
Courses (Phase 1-3)	1266	739900	AUD				1/10/2016	30/04/2017
Training Team Mentoring (Phase 2-3)	1266	739900	AUD				1/01/2017	30/04/2017
Review of Policy and Procedures (Phase 1-3)	1266	746500	AUD				1/10/2016	30/04/2017
Handover (Final Phase inclusive all costs)	1266	746500	AUD				1/06/2017	30/06/2017
Total Administered Cost (GST exclusive)							1,130,000	

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

C5 Costs by Phase and Activity - Breakdown

Phase One: October 2016	2016-17 AUD excluding GST
Initial payment upon receipt of confirmed training dates in Phase One – (Part of Administration costs)	s. 47(1)(b)
Administration	
Recertification/Training Team Selection	
Courses (Required due to staff attrition, new staff and insufficient trained staff)	
Review	
Sub total	
Phase Two: January/February 2017	2016-17 AUD excluding GST
Administration	s. 47(1)(b)
Recertification (Inclusion of Training Team)	
Courses (Required due to staff attrition, new staff and insufficient trained staff) (Inc. Internal Training Team development)	
Training Team Mentoring	
Review	
Sub total	
Phase Three: April 2017 (Partial Handover)	2016-17 AUD Cost excluding GST
Administration	s. 47(1)(b)
Recertification (Inclusion of Training Team)	
Courses (Required due to staff attrition, new staff and insufficient trained staff) (Inc. Internal Training Team development)	
Training Team Mentoring	
Review of Policy and Procedures/Update (1 day)	
Sub total	
Phase Four: June 2017 (Full Handover)	2016-17 AUD excluding GST
Handover	s. 47(1)(b)
Sub total	\$125,000.00
Grand Total (GST exclusive)	\$1,130,000.00

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

Official Resource Flows to Developing Countries (OFDC) Self-Assessment

Do transactions of your project have ODA reportable elements? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No				
Additional "Objectives"	<input type="checkbox"/> Human Rights <input type="checkbox"/> Peace Keeping <input type="checkbox"/> Election Monitoring <input checked="" type="checkbox"/> Training of Officers	<input type="checkbox"/> Social Programmes <input type="checkbox"/> Cultural Programmes <input type="checkbox"/> Running Costs post Capital Investment <input type="checkbox"/> Research	<input type="checkbox"/> Mine Removal <input type="checkbox"/> Weapons Disposal <input type="checkbox"/> Nuclear Energy	
Transaction/Description	Transaction value (\$ pre-discount) [A]	Grant Element (%) [B]	Value (\$) post discount [C] = [A x B] x 0.9	ODA Assessment (%) [D] = [C] / Total value of funding sought x 100
Recertification (Phase 1-3, includes training team selection in Phase 1)	s. 47(1)(b)			
Courses (Phase 1-3)				
Training Team Mentoring (Phase 2-3)				
Review of Policy and Procedures (Phase 1-3)				
Total				

National Movements'

Australian Nationals (any Australian national travelling overseas)	
Will any Australian nationals be deployed overseas under this activity?	Yes
If yes to the above question, how many Australian national where deployed?	4
Of these deployments how many will be or were long-term, i.e. 12 months or more?	0
Developing Country Nationals (inbound to Australia)	
Did any developing country nationals travel to Australia for this activity?	No
If yes to the above question, how many developing country nationals travelled to Australia?	

Implementation and Delivery Risk

Risk	Justification	Mitigation	Residual Risk
#1 International Division Priority Medium	s. 33(a)(iii)		Medium
#2 Financial Impact Medium	The total funding for the project is AUD 1,130,000.	Payments will be made in arrears upon successful delivery of activities as agreed in the contractual arrangement.	Low
#3 Stakeholders Medium	s. 33(a)(iii)		Medium
#4 Organisational/ Cultural Change Medium			Medium
#5 Timing Constraints Medium	The project has a relatively tight time-frame for the completion of the final phase.	Delivery milestones will be closely monitored and an option for extension will be written into the arrangement.	Medium

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