

Australian Government

Department of Immigration and Border Protection

CONTRACT

For the Provision of *International Security Escort Training for PNG*

between

COMMONWEALTH OF AUSTRALIA

as represented by the Department of Immigration and Border Protection

ABN 33 380 054 835

and

C5 MANAGEMENT SOLUTIONS PTY LTD

ACN 160158681

ABN 98160158681

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PARTIES

The **Commonwealth of Australia** as represented by the **Department of Immigration and Border Protection (Department or DIBP)** ABN 33 380 054 835 of 6 Chan Street BELCONNEN ACT 2617 and

C5 Management Solutions Pty Ltd ACN 160 158 681 ABN 98 160 158 681 of s. 47G(1)(a) (Contractor)

RECITALS

- A The Department requires the provision of the Requirement.
- B The Contractor has fully informed itself on all aspects of the work required to be performed and has offered to provide the goods, products and services of, and otherwise meet, the Requirement in the manner set out in this Contract.
- C The Department has agreed to accept the Contractor's offer to provide the Requirement in accordance with this Contract.

OPERATIVE PROVISIONS

THE PARTIES AGREE as follows:

- 1. Structure of this Document
 - 1.1 This Contract consists of:
 - 1.1.1 PART 1
 - 1.1.2 the Contract Terms and Conditions in PART 2; and
 - 1.1.3 the following Schedules:
 - 1.1.3.1 SCHEDULE 1: (STATEMENT OF REQUIREMENT);
 - 1.1.3.2 SCHEDULE 2: (CONTRACT CHARGES AND EXPENSES);
 - 1.1.3.3 SCHEDULE 3: (PERFORMANCE MEASURES);
 - 1.1.3.4 SCHEDULE 4 (CONFIDENTIAL INFORMATION);
 - 1.1.3.5 SCHEDULE 5: (CHANGE PROCESS);
 - 1.1.3.6 SCHEDULE 6: (MATERIAL);
 - 1.1.3.7 SCHEDULE 7: (ADDITIONAL RISK MANAGEMENT MEASURES);
 - 1.1.3.8 SCHEDULE 8: (COMMONWEALTH LAW AND POLICY REQUIREMENTS);
 - 1.1.3.9 SCHEDULE 9: (INSTRUMENT OF ACCEPTANCE)
 - 1.1.4.0 SCHEDULE 10: (FINANCIAL SECURITY)
 - 1.1.4.1 SCHEDULE 11: (LIQUIDATED DAMAGES)
 - 1.1.4.2 SCHEDULE 12: (INDIGENOUS PARTICIPATION PLAN)

PART 1 - CONTRACT DETAILS

Item/Description	Reference	Details
1. Contractor details	2.1	C5 Management Solutions Pty Ltd s. 47G(1)(a) ACN 160 158 681 ABN 98 160 158 681
2. Contractor Representative	2.1	Director of Operations
3. DIBP Project Officer	2.1	s. 22(1)(a)(ii) Director, Regional Returns & Removals Section International Division Department of Immigration and Border Protection
4. Commencement Date	2.1, 5.1	16 September 2016
5. Expiry Date	2.1, 5.1	Either 30 June 2017 or the date on which the Requirement has been fully provided, whichever occurs last.
6. Option Period	2.1, 5.2	Not Applicable
7. Specified Personnel	2.1, 11	s. 22(1)(a)(ii)
8. Subcontractors	2.1, 12	Not Applicable
9. Intellectual Property Rights – Ownership of Contract Material	22, 23, 24	<input type="checkbox"/> clause 23 (Commonwealth Ownership of Intellectual Property Rights in Contract Material) is to apply <input checked="" type="checkbox"/> clause 24 (Contractor Ownership of Intellectual Property Rights in Contract Material) is to apply
10. Limitation of liability – cap	35	Not Applicable
11. Limitation of liability - if not per occurrence	35.3	Not Applicable
12. Insurances and quantum of insurance	36	Public and products liability insurance for an insured amount of \$10 million per occurrence and not less than \$5 million in aggregate which covers the Contractor and its Personnel for their respective liabilities caused by, arising out of, or in connection with the negligent performance of any obligation or the exercise of any right under this Contract.

Item/Description	Reference	Details
		<p>Either professional indemnity or errors and omissions insurance for an insured amount of \$10 million per occurrence and not less than \$5 million in aggregate (including an automatic right of reinstatement) which covers the liability of the Contractor at general law arising from a negligent breach of duty owed in a professional capacity. Such insurance must have a retroactive date of no later than the earlier of the commencement of the work under this Contract or any earlier preparatory work by the Contractor.</p> <p>Workers compensation as required by law.</p> <p>The professional indemnity or errors and omissions insurance must be maintained for a period of seven years after the end of the Term.</p>
13. Financial Security	37	<p>Financial Security Amount: Nil</p> <p>Date for provision of Financial Security: N/A</p> <p>Release Event: N/A</p>
14. Address for Notices	47	<p>Department: Director, Regional Returns and Removals 6 Chan Street, Belconnen ACT 2617</p> <p>Contractor: Director of Operations, C5 Management Solutions Pty Ltd c/- s. 47G(1)(a) [REDACTED] s. 22(1)(a)(ii) [REDACTED] 5cm.com.au</p>
15. Governing Laws	52	Australian Capital Territory

PART 2 - CONTRACT TERMS AND CONDITION

SECTION A - DEFINITIONS, INTERPRETATION AND TERM

2. DEFINITIONS AND INTERPRETATION

Definitions

- 2.1 In this Contract, except where the contrary intention is expressed, the following definitions apply:

Authorisation means any consent, authorisation, registration, filing, lodgement, permit, licence, agreement, notarisation, certificate, permission, licence, direction, declaration, authority or exemption issued by any government or any governmental, semi-governmental, regulatory, statutory or similar entity or authority, or any other party under Law which has a right to impose a requirement or whose consent is required with respect to the Contractor's performance of its obligations under this Contract.

Auxiliary Material means Material (other than Contract Material and Commonwealth Material) which is made available by the Contractor for the purposes of the Contract on or following the Commencement Date, including any Existing Contractor Material, Third Party Material, and other Material specified as Auxiliary Material in Schedule 6 (Material).

Business Day means a day that is not a Saturday, Sunday or public holiday in either the Australian Capital Territory or the jurisdiction in which the Requirement is being provided.

Change of Control means, in relation to the Contractor, where a person who did not (directly or indirectly) effectively Control the Contractor as at the Commencement Date, either alone or together with others, acquires Control of the Contractor.

Claim means any claim, action, demand or proceeding including any claim, action, demand or proceeding:

- (a) under, arising out of, or in any way in connection with, this Contract; or
- (b) otherwise at law or in equity including:
 - (i) by statute;
 - (ii) in tort for negligence or otherwise, including negligent misrepresentation; or
 - (iii) for restitution, including restitution based on unjust enrichment.

Commencement Date means the date specified in Item 4 of the Contract Details.

Commonwealth means the Commonwealth of Australia.

Commonwealth Agency means:

- (a) a non-corporate Commonwealth entity as defined in the *Public Governance, Performance and Accountability Act 2013 (Cth)*; or
- (b) a corporate Commonwealth entity as defined in the *Public Governance, Performance and Accountability Act 2013 (Cth)*.

Commonwealth Contract has the same meaning as in the *Freedom of Information Act 1982* (Cth).

Commonwealth Material means any Material provided by the Department to the Contractor for the purposes of this Contract (including any Material specified as Commonwealth Material in Schedule 6 (Material)) or which is copied or derived from that Material.

Confidential Information in relation to a Party means information that is:

- (a) by its nature capable of being protected in law or equity as confidential;
- (b) designated as confidential in respect of that Party in Schedule 4 (Confidential Information); or
- (c) in the case of the Department's Confidential Information, the Contractor knows or ought to know is confidential;

but does not include information:

- (d) which is or becomes public knowledge other than by breach of this Contract or any other confidentiality obligation; or
- (e) that has been independently developed or acquired without reference to the other Party's Confidential Information.

Contract means this document, including the Schedules, any annexures or attachments, and any document stated in this Contract to be expressly incorporated into this Contract.

Contract Charges means the amounts payable by the Department to the Contractor as set out in, or calculated in accordance with, Schedule 2 (Contract Charges and Expenses).

Contract Details means the details applying to this Contract as set out in Part 1 of this Contract.

Contract Material means all Material:

- (a) created by or on behalf of the Contractor or a Subcontractor for the purposes of this Contract, including any Material specified as Contract Material in Schedule 1 (Statement of Requirement);
- (b) incorporated in, supplied or required to be supplied along with the Material referred to in paragraph (a); or
- (c) copied or derived from Material referred to in paragraphs (a) or (b),

and includes any modifications to that Material made in accordance with clause 25.2.2.

Contract Terms and Conditions mean the terms and conditions in this Part 2 of the Contract.

Contracted Person includes the Contractor's agents, subcontractors, consultants, professional advisers and contracted staff, but does not include the Contractor's employees.

Contractor means the party specified in Item 1 of the Contract Details.

Contractor Representative means the person identified in Item 2 of Contract Details or as otherwise Notified by the Contractor to the Department.

and provided that the Contractor:

8.5.4 demonstrates to the Department's satisfaction that work under this Contract cannot be performed in such a way, as is reasonable having regard to any other relevant circumstances, so as to avoid or remove the delay;

8.5.5 has made (and continues to make) all reasonable endeavours to minimise the delay and mitigate both Parties' losses,

the Contractor may request an extension of time for the provision of the Service or Deliverable of no more than the period the Contractor was delayed or prevented from providing the Service or Deliverable. To support a request for an extension of time, the Contractor must provide substantiating documentation to the satisfaction of the Department, including details of any other events or circumstances which contributed to the delay.

8.6 If the Department grants an extension of time, the Parties will vary this Contract in accordance with the variation procedures in clause 42 to reflect the extension agreed to by the Department.

Testing and Inspection

8.7 The Contractor must carry out such testing of the Services or Deliverables as specified in Schedule 1 (Statement of Requirement) or as the Department may reasonably require, and must permit the Department or any other person nominated by the Department, to attend such testing. If testing discloses that the Services or Deliverables are defective, the Department may, by Notice require the defect to be remedied before the Contractor offers the Services or Deliverables for acceptance (if applicable) or otherwise provides the Services or Deliverables to the Department.

8.8 The Department may take steps (including inspection, examination or testing) to verify that the Services or Deliverables conform to the requirements of this Contract before accepting or taking delivery of the Services or Deliverables. The Contractor must, if requested by the Department, assist the Department to undertake such steps either at the Contractor's premises or at the premises of any Subcontractor, as applicable.

Acceptance and rejection

8.9 The Contractor must offer the Services and Deliverables for acceptance if required under the Schedule 1 (Statement of Requirement) in accordance with the time frames and manner specified in Schedule 1 (Statement of Requirement).

8.10 The Department must, within twenty (20) Business Days (or other period specified in Schedule 1 (Statement of Requirement)) after the offer of Services or Deliverables for acceptance, by giving a Notice to the Contractor:

8.10.1 accept the Services or Deliverables; or

8.10.2 if the Services or Deliverables do not conform to the requirements of the Contract, reject the Services or Deliverables, in which case delivery or performance will be deemed not to have occurred for the purpose of determining whether the Contractor has complied with clause 8.1.

8.11 The Contractor must make good or replace the rejected Services or Deliverables and resubmit the Services or Deliverables for acceptance at no additional cost to the Department, within the time specified by the Department. The Contractor must meet all costs of, and incidental to,

the performance of remedial work, including any packing, freight, disassembly and re-assembly costs.

- 8.12 If the Contractor fails to make good or replace the rejected Services or Deliverables in accordance with clause 8.11, the Department may, without limiting the Contractor's other warranties and obligations under this Contract, perform or have performed the necessary remedial work at the expense of the Contractor and may recover such expense as a debt due to the Department.
- 8.13 The Contractor will bear all costs associated with replacing or correcting rejected Services or Deliverables.
- 8.14 Any action of the Contractor in making good or replacing Services or Deliverables will not entitle the Contractor to claim for an extension of time or relieve the Contractor from performing its obligations under the Contract.
- 8.15 If the Department rejects any Deliverables, the Contractor must promptly arrange for collection of those Deliverables, and the Department will hold those Deliverables at the Contractor's risk until the Deliverables are collected and the Department accepts no responsibility for those Deliverables. Repossession of Deliverables will not affect the obligation of the Contractor to provide conforming Deliverables.

Warranty Periods

- 8.16 The Contractor will remedy by repair, replacement or re-performance, any defects in the Services or Deliverables that are Notified by the Department to the Contractor during any applicable warranty period specified in Schedule 1 (Statement of Requirement) (**Warranty Period**) commencing from acceptance of the Services or Deliverables (or if the Services or Deliverables are not required to be accepted, from delivery of the Services or Deliverables).
- 8.17 The Department may at its discretion require the Contractor to carry out such tests as are relevant to the remedial work.
- 8.18 Any Services or Deliverables repaired, replaced or re-performed under this clause will have an identical Warranty Period commencing from the date of the repair, replacement or reperformance.
- 8.19 The Contractor, unless the Department otherwise allows, must meet all costs of, and incidental to, the performance of remedial work under clause 8.16, including any packing, freight, disassembly and re-assembly costs and, if applicable, installation, commissioning and testing costs.
- 8.20 If the Contractor fails within the period of thirty (30) days after notification by the Department, to rectify a defect pursuant to clause 8.16, the Department may, without limiting the Contractor's warranties and obligations under this clause 8, perform or have performed the necessary remedial work at the expense of the Contractor and may recover such expense as a debt due to the Department.
- 8.21 The rights and remedies provided in clause 8.16 are in addition to, and will not limit, any other rights of the Department under the Contract or otherwise.

Ownership and Risk

- 8.22 Title to the Deliverables passes to the Department on the earlier of payment of the Contract Charges for those Deliverables or delivery of the Deliverables to the Department.

- 8.23 The Contractor warrants that it has the right to transfer title to the Deliverables to the Department and that title to the Deliverables will pass to the Department free of any Security Interest.
- 8.24 Subject to clause 8.26, risk of Loss of or damage to the Deliverables passes from the Contractor to the Department upon delivery.

Return of Deliverables

- 8.25 The Department may return to the Contractor any Deliverables, at no additional cost to the Department, providing that those Deliverables are returned substantially in the condition in which they were received.
- 8.26 Where the Department Notifies the Contractor that it wishes to return Deliverables, the Contractor must promptly arrange for collection of those Deliverables and the Department will hold those Deliverables at the Contractor's risk and the Department accepts no responsibility for those Deliverables.
- 8.27 Clause 8.25 applies irrespective of whether the title in the Deliverables has passed to the Department. Where title to the Deliverables has passed and payment has been made, such payment (or part payment) is an amount not due to the Contractor for the purposes of clause 18.5.3.
- 8.28 Where title to the Deliverables has passed and payment has been made, title to Deliverables returned under this clause 8 will revert to the Contractor on the date when the repayment is received by the Department or set-off occurs.

Liquidated damages

- 8.29 If the Contractor fails to achieve a Critical Milestone by the date specified in Schedule 11 for that Critical Milestone, then the Department will be entitled to the liquidated damages set out in Schedule 11 in respect of that Critical Milestone (as liquidated damages and not as a penalty) until the Critical Milestone is achieved.
- 8.30 The Parties acknowledge that:
- 8.30.1 if the Contractor fails to achieve a Critical Milestone by the date specified in Schedule 11 for that Critical Milestone:
- 8.30.1.1 the Department will suffer damage; and
- 8.30.1.2 all such damage may not, having regard to the nature of the Services or Deliverables, be able to be precisely calculated or proved,
- and, therefore, the parties agree that the liquidated damages is a genuine pre-estimate of the damage which would be suffered by the Department in such event; and
- 8.30.2 payment of the liquidated damages to the Department does not relieve the Contractor from its obligation to provide the Services or Deliverables or from any other obligations or liabilities under this Contract.
- 8.31 Nothing in clauses 8.29 or 8.30 will limit the Department's rights or remedies in contract, tort (including negligence), equity or otherwise in respect of:

- 8.31.1 Loss suffered by the Department for the Contractor's failure to provide the Services or Deliverables in accordance with the delivery, milestone or other performance dates set out in this Contract; or
- 8.31.2 Loss suffered by the Department at any time for any other cause; or
- 8.31.3 any right to terminate this Contract under clause 44 or otherwise.

9. MAINTENANCE AND SUPPORT

- 9.1 The Contractor must provide any maintenance and support Services in respect of the Deliverables as set out or described in Schedule 1 (Statement of Requirement).

10. DIRECTIONS, REPORTING AND LIAISON

- 10.1 In addition to any specific obligations in Schedule 1 (Statement of Requirement), the Contractor must:
 - 10.1.1 liaise with the DIBP Project Officer and comply effectively and efficiently with any reasonable directions given by the DIBP Project Officer in respect of this Contract; and
 - 10.1.2 promptly provide any information the DIBP Project Officer may reasonably require.

11. PERSONNEL

- 11.1 The Contractor must undertake all necessary recruitment, training, security clearance preparation and other functions as necessary, to ensure its Personnel have the requisite skills, experience and qualifications for the Contractor to meet the requirements of this Contract.
- 11.2 Where the Contract Details set out Specified Personnel, the Contractor agrees that the Specified Personnel will undertake work in respect of the Requirement as set out in the Contract Details and in accordance with the terms of this Contract.
- 11.3 If any Specified Personnel are or will become unable or unavailable to undertake work in respect of the Requirement, the Contractor will Notify the Department immediately.
- 11.4 The Department may, at its absolute discretion, give Notice requiring the Contractor to remove any of its Personnel (including Specified Personnel) from work in respect of the Requirement. The Contractor must remove the Personnel from work in respect of the Requirement within the time specified in the Notice.
- 11.5 If any Specified Personnel are or will become unable or unavailable or are removed under this clause 11, the Contractor must provide replacement Specified Personnel with equivalent skills, experience and qualifications acceptable to the Department at no additional cost and at the earliest opportunity. The Contractor must provide documentation to support the nomination of any replacement Specified Personnel.
- 11.6 Any need to replace any of the Contractor's Personnel (including Specified Personnel) during the course of this Contract will not constitute an act or event that is beyond the reasonable control of the Contractor in meeting the requirements of the Contract.
- 11.7 If the Contractor is unable to provide acceptable replacement Specified Personnel, the Department may terminate this Contract in accordance with the provisions of clause 44.

12. SUBCONTRACTING

- 12.1 The Contractor must not, without the prior written approval of the Department, subcontract any part of the Requirement.
- 12.2 The Department may impose any terms and conditions it considers appropriate when giving its approval under clause 12.1.
- 12.3 The Contractor must ensure that any Subcontract for the performance of the Requirement contains provisions that are equivalent with all obligations imposed on this Contractor and rights of the Department under this Contract, including those in relation to work health and safety, confidentiality, privacy, security, reporting obligations, Immigration and Border Protection Workers, disclosures, audit requirements, compliance with Laws and Commonwealth policies and termination for convenience.
- 12.4 The Contractor must ensure that each Subcontractor:
 - 12.4.1 has in place adequate resources and personnel who are appropriately experienced, qualified and skilled to perform work in respect of the Requirement under this Contract; and
 - 12.4.2 is of sufficient financial standing to enable it to perform its obligations under the Subcontract.
- 12.5 The Contractor, by subcontracting any part of the Requirement or by obtaining the Department's approval to a Subcontract, will not be relieved of its liabilities or obligations under this Contract, and will be responsible for all Subcontractors.
- 12.6 The Contractor must make available, on request, details including names of all Subcontractors.
- 12.7 The Contractor must inform the Subcontractors that their participation in relation to all or part of the Requirement may be publicly disclosed.

13. CONDUCT ON PREMISES

- 13.1 When using the Department's premises or facilities, the Contractor must comply (and must ensure that its Personnel comply) with all laws, directions and all current procedures relating to security and work health and safety and any codes of behaviour that apply to those premises or facilities.

14. DEPARTMENTAL ASSISTANCE

- 14.1 Without limiting any of the Contractor's obligations under this Contract, the Department must provide the facilities and assistance as specified in Schedule 1 (Statement of Requirement).

15. PERFORMANCE MANAGEMENT**Performance Management - General**

- 15.1 The Department will monitor the performance of the Contractor under this Contract and will evaluate the effectiveness of the Contractor's performance on an ongoing basis.
- 15.2 The Contractor must report to the DIBP Project Officer on its performance under this Contract monthly or as otherwise specified in Schedule 3 Performance Measures.

- 15.3 The Department may conduct a review to assess the performance of the Contractor. Reviews will take into account the information that the Contractor provides to the Department in its reports.
- 15.4 If the Department determines that the Contractor's performance is not compliant with this Contract, whether after a review or otherwise, then, without limiting the Department's rights, the Department may:
- 15.4.1 require the Contractor to propose and comply with service levels or other measures for performance that are acceptable to the Department;
 - 15.4.2 withhold part or all of the Contract Charges payable under this Contract until such time as the Contractor's performance has improved, or until a breach is rectified, to the Department's satisfaction;
 - 15.4.3 take any action provided for under clause 15.7;
 - 15.4.4 exercise any step-in rights of the Department provided for by the Contract;
 - 15.4.5 reduce the scope of this Contract in accordance with clause 45; or
 - 15.4.6 terminate this Contract in accordance with clause 44.
- 15.5 This remainder of this clause 15 applies if Schedule 3 (Performance Measures) is completed with specific Performance Measures.

Measuring and monitoring tools

- 15.6 Unless specified otherwise in Schedule 3 (Performance Measures), the Contractor must:
- 15.6.1 implement and maintain during the Term, measuring and monitoring tools capable of measuring its performance against the Performance Measures;
 - 15.6.2 provide the Department with access to the data and information gathered by those tools;
 - 15.6.3 if requested by the Department demonstrate to the Department the operation and accuracy of those tools; and
 - 15.6.4 investigate any failure to provide the Requirement in accordance with the Performance Measures.

Consequences of failing to meet Performance Measures

- 15.7 Schedule 3 (Performance Measures) may specify consequences which will apply if the Contractor fails to meet a Performance Measure.
- 15.8 Without limiting clause 15.7, a failure by the Contractor to meet a Performance Measure may affect the Contractor's entitlement to Performance Payments in accordance with Schedule 2 (Contract Charges and Expense).
- 15.9 The Contractor acknowledges and agrees that the consequences for failing to meet the Performance Measures set out in Schedule 3 (Performance Measures):
- 15.9.1 are reasonable and appropriate for managing the Contractor's adherence to its obligations under the Contract; and

- 15.9.2 do not limit the Department's rights or remedies arising from any defective performance under the Contract.

16. COMPLIANCE

- 16.1 Unless otherwise agreed by the Department in writing, the Contractor must, and must ensure that its Subcontractors, obtain and maintain all Authorisations necessary to enable the provision of the Requirement in accordance with this Contract.
- 16.2 The Contractor must provide the Department with copies of any Authorisations relevant to the performance of, or necessary to perform, this Contract, promptly upon request by the Department.
- 16.3 The Contractor must, in carrying out its obligations under this Contract, comply with all Laws in force from time to time and applicable to the provision of the Requirement.
- 16.4 The Contractor must, in carrying out its obligations under this Contract, comply with applicable Commonwealth policies if those policies are specified in this Contract or Notified to the Contractor.
- 16.5 Without limiting clauses 16.1 or 16.4, the Contractor must comply with all provisions and requirements set out in Schedule 8 (Commonwealth Law and Policy Requirements).

17. OFFER TO PROVIDE THE REQUIREMENT TO OTHER COMMONWEALTH ENTITIES

- 17.1 In addition to providing the Requirement to the Department under this Contract, the Contractor offers to provide the Requirement to any other Commonwealth Agency that wishes to obtain the Requirement from the Contractor.
- 17.2 A Commonwealth Agency may accept the offer under clause 17.1 by:
- 17.2.1 holding discussions with the Contractor about it providing the Requirement to the Commonwealth Agency; and
- 17.2.2 if the Contractor indicates that it can provide the Requirement to the Commonwealth Agency, giving the Contractor an Instrument of Acceptance substantially in the form of Schedule 9 (Instrument of Acceptance), in accordance with clause 47 (as if references to the Department in that clause were references to the other Commonwealth Agency).
- 17.3 Each Instrument of Acceptance given to the Contractor under this Contract will create a separate agreement, on the terms and conditions of this Contract as modified by the Instrument of Acceptance, between the Contractor and:
- 17.3.1 where the Commonwealth Agency is a Commonwealth entity other than a body corporate - the Commonwealth of Australia as represented by that Commonwealth Agency; or
- 17.3.2 where the Commonwealth Agency is a body corporate – the body corporate; and
- 17.3.3 where the Commonwealth Agency is a Commonwealth company - that Commonwealth company.

SECTION C - PAYMENTS

18. CONTRACT CHARGES AND EXPENSES

18.1 In consideration for the performance by the Contractor of its obligations under this Contract and subject to the terms of the Contract, the Department must pay to the Contractor:

18.1.1 the Contract Charges; and

18.1.2 the Expenses (if any).

18.2 The Department must pay the Contractor the amount owing within 30 days of the receipt of a Correctly Rendered Invoice submitted by the Contractor. If this 30 day period ends on a day that is not a Business Day, payment will be made on the next Business Day.

18.3 If there is a dispute as to whether an amount is payable under an invoice, the Contractor must cancel the invoice in dispute and issue a Correctly Rendered Invoice for any undisputed portion of the disputed invoice. The Department must pay a Correctly Rendered Invoice for the undisputed portion of a disputed invoice.

18.4 The Contract Charges and Expenses are set out in Schedule 2 and are taken to include:

18.4.1 all costs, resources and expenses required or incurred by the Contractor in providing the Requirement; and

18.4.2 except as provided by clause 20, all taxes, duties and government charges imposed or levied in Australia or overseas in connection with the performance of this Contract by the Contractor.

Department's Right to Delay or Reduce Payment

18.5 Despite anything else in this Contract:

18.5.1 the Department is not obliged to pay the Contract Charges for any Services or Deliverables that are not provided in accordance with the Contract;

18.5.2 the Department may (in addition and without prejudice to any other right it may have) defer payment or reduce the amount of any Contract Charges payable until the Contractor has completed, to the satisfaction of the Department, that part of the Requirement to which those Contract Charges relate;

18.5.3 if the Department pays any amount to the Contractor that is not due, including by making a payment under an improperly rendered or inaccurate invoice, the Contractor must immediately repay that overpayment to the Department; and

18.5.4 the Department may set-off any amount the Contractor owes it, including under clause 18.5.3, against any amount the Department owes the Contractor, whether owed actually, contingently or prospectively under this Contract.

Interest

18.6 The Department is not required to pay any interest or penalty in respect of late payments, unless expressly stated in Schedule 2 (Contract Charges and Expenses).

19. INVOICES

Correctly Rendered Invoice

19.1 A **Correctly Rendered Invoice** means an invoice that:

- 19.1.1 is submitted in arrears;
- 19.1.2 is correctly addressed;
- 19.1.3 is correctly calculated;
- 19.1.4 identifies the amount claimed and the Services, Deliverables or Expenses for which the amount is claimed;
- 19.1.5 is accompanied by documentation substantiating the amounts claimed; and
- 19.1.6 contains the information and meets the requirements for invoices set out in Schedule 2 (Contract Charges and Expenses).

Submission of Invoices

- 19.2 The Contractor must submit a Correctly Rendered Invoice to the Department for the Contract Charges monthly in arrears or at the times (if any) set out in Schedule 2 (Contract Charges and Expenses).
- 19.3 The Contractor must not submit invoices for Services or Deliverables that have not been delivered to the Department.

20. GST

- 20.1 In this clause 20, capitalised terms have the meaning given to them in *A New Tax System (Goods and Services Tax) Act 1999* (Cth).
- 20.2 A Party must pay GST on a Taxable Supply made to it under this Contract, in addition to any consideration (excluding GST) that is payable for that Taxable Supply and it must do so at the same time and in the same way as it is required to pay the consideration for that Taxable Supply.
- 20.3 A Party making a Taxable Supply to another Party under this Contract must issue a Tax Invoice to the other Party, setting out the amount of the GST payable by that other Party and must do so at the time the other party is required to pay the consideration for the Taxable Supply.
- 20.4 Subject to clause 20.5, if the Contractor is required under this Contract to indemnify the Department, or either Party is required to make a contribution to the other Party, and the other Party can obtain an Input Tax Credit on an acquisition associated with that indemnity or contribution, the amount the Party is required to pay is:
 - 20.4.1 reduced by the amount of that Input Tax Credit; but
 - 20.4.2 increased by any GST payable by that other Party in respect of the indemnity or contribution.
- 20.5 Despite clause 20.4, the amount of an indemnity or contribution is not reduced by the amount of an Input Tax Credit if that credit has already been taken into account in calculating the

amount of the indemnity or contribution. If an Adjustment Event results in the GST on a Taxable Supply being different from the GST recovered by the supplier, the supplier:

20.5.1 must refund to the other Party any excess; and

20.5.2 may recover from the other Party any shortfall.

20.6 The recovery of any money from the other Party under clause 20.5 is conditional on an Adjustment Note first being given to the other Party.

SECTION D - MATERIAL**21. COMMONWEALTH MATERIAL**

- 21.1 The Department must provide to the Contractor the Commonwealth Material as specified or described in Schedule 6 (Material).
- 21.2 The Contractor must ensure that the Commonwealth Material is used, copied, supplied, or reproduced only for the purposes of this Contract.
- 21.3 The Contractor must ensure that all Commonwealth Material is used strictly in accordance with any conditions or restrictions set out in Schedule 6 (Material), and any direction by the Department.
- 21.4 The Parties acknowledge that the Commonwealth Material is not provided to the Contractor for the purpose of either directing or guiding the Contractor's work under the Contract. The Department does not warrant the suitability of Commonwealth Material for any particular use or application, nor does the Department warrant the accuracy or precision of that material.
- 21.5 The Contractor will be responsible for the application or use of the Commonwealth Material and any conclusions, assumptions or interpretations made by the Contractor on the basis of the Commonwealth Material.
- 21.6 The Contractor must ensure that all Commonwealth Material and Contract Material in the form of information, data and records held in its business systems are captured and maintained in accordance with the principles of ISO16175 (Principles and Functional Requirements for Records in Electronic Office Environments).

22. INTELLECTUAL PROPERTY - OWNERSHIP MODEL

- 22.1 Item 9 of the Contract Details sets out the ownership model for Intellectual Property Rights in all Contract Material.
- 22.2 If no ownership model is selected in Item 9 of the Contract details:
 - 22.2.1 clause 23 will apply; and
 - 22.2.2 for the avoidance of doubt, no part of clause 24 will apply.
- 22.3 Nothing in clauses 22, 23 or 24 affects the ownership of the Intellectual Property Rights in any:
 - 22.3.1 Commonwealth Material;
 - 22.3.2 Existing Contractor Material;
 - 22.3.3 Third Party Material; or
 - 22.3.4 other Auxiliary Material.
- 22.4 The Contractor must obtain all necessary Intellectual Property Rights and permissions before using or making available any Third Party Material or other Auxiliary Material for the purposes of the Contract.

- 22.5 The Department must obtain all necessary Intellectual Property rights and permissions before making Commonwealth Material available to the Contractor for the purposes of the Contract.
- 22.6 If specified in Schedule 1 (Statement of Requirement), the Contractor must make the Contract Material or Auxiliary Material available to third parties (including to members of the public) by means of a Creative Commons licence, in accordance with any reasonable direction by the Department.

23. COMMONWEALTH OWNERSHIP OF INTELLECTUAL PROPERTY RIGHTS

[Note: This clause applies if specified in Item 9 of the Contract Details or if that item is not completed.]

- 23.1 All Intellectual Property Rights in all Contract Material vests or will vest in the Department immediately on its creation.
- 23.2 Unless otherwise specified in Schedule 6 (Material), the Contractor grants to (or must procure for) the Department a permanent, irrevocable, royalty-free, worldwide, non-exclusive licence (including a right to sublicense) to use, reproduce, adapt, modify, distribute, communicate and exploit the Auxiliary Material.
- 23.3 Unless otherwise specified in Schedule 6 (Material), to the extent that the Contractor needs to use any of the Commonwealth Material or Contract Material for the purpose of performing its obligations under the Contract, the Department grants to the Contractor a world-wide, royalty free, non-exclusive, non-transferable licence to use, reproduce, adapt, modify, distribute and communicate that Material solely for the purpose of providing the Requirement.
- 23.4 The licence in clause 23.3 is subject to:
- 23.4.1 any permissions, limitations, conditions or restrictions in Schedule 6 (Material); and
- 23.4.2 any direction given by the Department to the Contractor.

24. CONTRACTOR OWNERSHIP OF INTELLECTUAL PROPERTY RIGHTS

[Note: This clause only applies if specified in Item 9 of the Contract Details.]

- 24.1 All Intellectual Property Rights in the Contract Material vests or will vest immediately on its creation in the Contractor.
- 24.2 The Contractor grants to the Department a permanent, irrevocable, royalty free, non-exclusive licence in respect of all Contract Material, Existing Contractor Material and other Auxiliary Material, including the right to sublicense to the End User:
- 24.2.1 to use, reproduce, adapt, modify, distribute, communicate and maintain the Requirement;
- 24.2.2 for the purpose of the Department receiving the Requirement; and
- 24.2.3 for avoidance of doubt, the End User must not sublicense any Contract Material, Existing Contractor Material and other Auxiliary Material to any third party.
- 24.3 The Contractor must ensure that the Department is granted a licence to exercise all Intellectual Property Rights in Third Party Material on the best available commercial terms.

24.4 To the extent that the Contractor needs to use any of the Commonwealth Material for the purpose of performing its obligations under the Contract, the Department grants to the Contractor a world-wide, royalty-free, non-exclusive, non-transferable licence to use, reproduce, adapt, modify, distribute and communicate that Material solely for the purpose of providing the Requirement.

24.5 The licence in this clause 24 is subject to:

24.5.1 any permissions, limitation, condition or restriction in Schedule 6 (Material); and

24.5.2 any direction by the Department.

25. INTELLECTUAL PROPERTY WARRANTY

Warranty

25.1 The Contractor represents and warrants that:

25.1.1 it is entitled; or

25.1.2 it will be entitled at the relevant time,

to grant the licences and deal with the Intellectual Property in any Material, including Contract Material, Existing Contractor Material, Third Party Material and any other Auxiliary Material provided by it to the Department, in the manner set out in this Contract.

Remedy for breach of warranty

25.2 If a person claims, or the Department reasonably believes that a person is likely to claim, that all or part of a Deliverable or the performance of a Service infringes the person's Intellectual Property Rights, the Contractor must, in addition to the indemnity under clause 34 and to any other rights that the Department may have against it, promptly, at the Contractor's expense:

25.2.1 use its best efforts to secure the rights for the Department to continue to use the Deliverables free of any claim or Liability for infringement; or

25.2.2 replace, modify or reperform the Service or Deliverables in such a manner that the Contractor's provision of the Service or Deliverable, or the Department's use of the relevant Deliverable does not infringe the Intellectual Property Rights of any other person,

without any degradation of the performance or quality of the Service or Deliverable.

26. MORAL RIGHTS

26.1 For the purposes of this clause 26, "**Permitted Acts**" means any of the following classes or types of acts or omissions:

26.1.1 using, reproducing, adapting or exploiting all or any part of the Contract Material, with or without attribution of authorship;

26.1.2 supplementing the Contract Material with any other Material;

- 26.1.3 making any variations to, including additions to or deletions from, the Contract Material; or
 - 26.1.4 using the Contract Material in a different context to that originally envisaged,
- but does not include those which would infringe the author's right not to have authorship falsely attributed.
- 26.2 Where the Contractor is a natural person and the author of the Contract Material, he or she consents to the performance of the Permitted Acts by the Department or any person claiming under or through the Department.
 - 26.3 If clause 26.2 does not apply, the Contractor must:
 - 26.3.1 obtain from each author a written consent which extends directly or indirectly to the performance of the Permitted Acts by the Department or any person claiming under or through the Department (whether occurring before or after the consent is given); and
 - 26.3.2 provide the executed original of any such consent to the Department upon request by the Department.
 - 26.4 This clause 26:
 - 26.4.1 applies subject to any provision to the contrary in Schedule 6 (Material); and
 - 26.4.2 does not apply to any Commonwealth Material incorporated into the Contract Material.

SECTION E - INFORMATION AND SECURITY

27. CONFIDENTIAL INFORMATION

- 27.1 The Parties must not, without prior Notice of consent from the other Party:
- 27.1.1 use any Confidential Information of the other Party except for the purposes of this Contract; and
 - 27.1.2 disclose any Confidential Information of the other Party to a third party.
- 27.2 In giving written consent to use or disclose the Department's Confidential Information, the Department may impose such conditions as it thinks fit, and the Contractor must comply with these conditions.
- 27.3 If the Contractor becomes subject to a legal Obligation to provide any Confidential Information of the Department to a third party, the Contractor must immediately:
- 27.3.1 Notify the Department;
 - 27.3.2 take all reasonable steps to lawfully resist or narrow the requirement to disclose the Confidential Information; and
 - 27.3.3 assist and cooperate with the Department if the Department seeks to limit or resist the requirement for the Confidential Information to be disclosed.
- 27.4 If the Contractor becomes aware that any Confidential Information of the Department may have been lost, stolen, accessed or used in a manner inconsistent with this clause 27, or any suspected or possible breach of this Contract, the Contractor must:
- 27.4.1 immediately Notify the Department giving details of the suspected or possible breach;
 - 27.4.2 do everything necessary to remedy the unauthorised access to, use or disclosure of the Confidential Information, or to prevent the suspected or possible breach of this clause 27;
 - 27.4.3 comply with all written directions from the Department in relation to the actual, suspected or possible breach of this clause 27; and
 - 27.4.4 give the Department all assistance required in connection with proceedings which the Department may institute against any person for breach of confidence or otherwise.
- 27.5 The Contractor must ensure that each member of its Personnel who may have access to any Confidential Information of the Department is (before being given access to that Confidential Information) briefed on or otherwise made aware of the fact that the wrongful disclosure of, or the misuse of, Confidential Information would be a breach of this Contract.
- 27.6 The Department may at any time require:
- 27.6.1 the Contractor's Personnel and Subcontractors; or

- 27.6.2 any person with a Third Party Interest,
- to give a written undertaking in a form reasonably required by the Department relating to the use and non-disclosure of the Department's Confidential Information.
- 27.7 If the Contractor receives a request under clause 27.6, it must promptly arrange for all such undertakings to be given.
- 27.8 The obligations on the Parties under this clause 27 will not be taken to have been breached to the extent that Confidential Information:
- 27.8.1 is disclosed by a Party in order to comply with obligations, or exercise rights, under this Contract, including the exercise of a Party's IPR in relation to Material that includes the Confidential Information;
- 27.8.2 is disclosed by a Party's internal management Personnel, solely to enable effective management or auditing of Contract related activities;
- 27.8.3 is disclosed to any Commonwealth Minister, or the Minister's advisers;
- 27.8.4 without limiting the application of this clause 27.8, is disclosed:
- 27.8.4.1 in order to comply with the requirements of any regulatory body;
- 27.8.4.2 in order to respond to a request that is made by a Royal Commission, a body undertaking an administrative or statutory review, or an audit or inquiry (whether within or external to the Commonwealth), including a review, audit or inquiry that is conducted by the Commonwealth Auditor-General, the Commonwealth Ombudsman, the Australian Information Commissioner or the Privacy Commissioner pursuant to clause 39; or
- 27.8.4.3 in order to respond to a request or direction of a House, or a request by a Committee, of the Parliament of the Commonwealth;
- 27.8.5 is authorised or required by Law to be disclosed;
- 27.8.6 is shared by the Department within the Department's organisation, or with another agency, where this serves the legitimate interests of the Department; or
- 27.8.7 is in the public domain otherwise than due to a breach of this clause 27.
- 27.9 Where a person discloses Confidential Information to another person pursuant to clauses 27.8.1, 27.8.2, 27.8.3, or 27.8.4, the disclosing person must notify the receiving person that the information is confidential.
- 27.10 The obligations under this clause 27 continue after the expiry or termination of this Contract unless specified otherwise in relation to particular Confidential Information in Schedule 3 (Confidential Information).

Reporting Obligations and Disclosures

- 27.11 The Contractor permits the disclosure of information related to this Contract for various reporting and Department disclosure obligations. These disclosures include:
- 27.11.1 disclosure of procurement information for the Department's annual reporting purposes;
 - 27.11.2 disclosure to the Parliament and its committees, as appropriate, in line with the Government Guidelines for Official Witnesses before Parliamentary Committees and Related Matters;
 - 27.11.3 disclosure of information consistent with the *Freedom of Information Act 1982* (Cth);
 - 27.11.4 disclosure of information consistent with the *Ombudsman Act 1976* (Cth);
 - 27.11.5 disclosure of discoverable information that is relevant to a case before a court; and
 - 27.11.6 disclosure of information as required under other Law or Commonwealth policy.
- 27.12 The Contractor must provide all reasonable assistance to the Department with regard to the release of the Contractor's Confidential Information where disclosure may be required for the purposes of the Department's Parliamentary reporting and accountability obligations.

28. PROTECTION OF PERSONAL INFORMATION

Application of Clause

- 28.1 This clause 28 applies only to the extent that the Contractor deals with Personal Information in providing the Requirement under this Contract.

Interpretation of this Clause

- 28.2 In this clause 28, the following terms have the same meaning as they have in the *Privacy Act 1988* (Cth) (the **Privacy Act**):
- 28.2.1 an agency;
 - 28.2.2 overseas recipient;
 - 28.2.3 APP code;
 - 28.2.4 CR code;
 - 28.2.5 contracted service provider; and
 - 28.2.6 APPs (Australian Privacy Principles).

Obligations of Contractor in relation to Personal Information

- 28.3 The Contractor acknowledges that it is a contracted service provider and agrees, in providing the Requirement under this Contract:
- 28.3.1 to use or disclose Personal Information obtained in the course of providing Requirement under this Contract only for the authorised purposes of this Contract;
 - 28.3.2 to carry out and discharge the obligations contained in the APPs as if it were an agency;
 - 28.3.3 not to do any act or engage in any practice which, if done or engaged in by an agency, would be a breach of an APP;
 - 28.3.4 to comply with the APPs, any registered APP code or registered CR code that is applicable to the Contractor;
 - 28.3.5 to comply with APP 5 by notifying the individuals where Personal Information is being, or has been collected about the individuals. Unless otherwise provided by the Privacy Act, the Contractor must notify or make the individual/s aware that important information about the collection, use and disclosure (to other agencies and third parties, including overseas entities) of Personal Information, including sensitive information, can be located in the Department's Privacy Notice Form (Form 1442i);
 - 28.3.6 not to use or disclose Personal Information in breach of APP 7 (Direct marketing) of the Privacy Act (where applied to the Contractor), unless the information was collected for the purpose of meeting, directly or indirectly, an obligation under this Contract and the use or disclosure is necessary to meet, directly or indirectly, such an obligation under this Contract;
 - 28.3.7 to comply with any request under section 95C of the Privacy Act (relating to disclosure of any provisions of this Contract that are inconsistent with a registered APP code binding a party to this Contract or with an APP);
 - 28.3.8 to comply with the APPs in relation to the collection, use, disclosure, storage and destruction or de-identification of Personal Information, when disclosure is made to an overseas recipient;
 - 28.3.9 to not transfer Personal Information outside Australia, or allow parties outside Australia to have access to it, without the prior approval of the Department;
 - 28.3.10 if the Department approves the transfer of Personal Information outside Australia or access of it to parties outside Australia, to ensure the overseas recipient implements a data breach response plan which includes a mechanism for notifying the Department where there are reasonable grounds to suspect a data breach and outlines appropriate remedial action;
 - 28.3.11 to notify individuals whose Personal Information is held by the Contractor or a Subcontractor, as the case may be, of the complaints mechanism outlined in the Privacy Act that may apply to the Contractor;
 - 28.3.12 to notify the Department immediately if the Contractor:

- a. becomes aware of a breach or possible breach of any of the obligations contained in, or referred to in, this clause 28, whether by the Contractor or a Subcontractor;
 - b. becomes aware that a disclosure of Personal Information may be required by law; or
 - c. is approached by the Information Commissioner, or by any individual to whom any Personal Information held by the Contractor or a Subcontractor relates, in respect of Personal Information.
- 28.3.13 to cooperate with any reasonable request or direction of the Department in relation to an inquiry, audit or other exercise of powers and functions, by the Information Commissioner under the Privacy Act;
- 28.3.14 to comply with any directions, guidelines, determinations or recommendations relating to the use or disclosure of Personal Information publicly available or Notified to the Contractor by the DIBP Project Officer;
- 28.3.15 to destroy or permanently de-identify any Personal Information as soon as practicable after it is no longer required for the purpose for which it was originally collected upon written notice from the Department; and
- 28.3.16 to ensure that all Personnel required to deal with Personal Information for the purposes of this Contract are made aware of the obligations of the Contractor set out in this clause 28.
- 28.4 The Contractor must ensure that any Subcontract entered into by the Contractor for the purpose of fulfilling its obligations under this Contract imposes on the Subcontractor the same obligations that the Contractor has under this clause 28 (including this requirement in relation to Subcontracts). The Contractor agrees to indemnify the Department against any Loss, Liability or expense suffered or incurred by the Department which arises directly or indirectly from a breach of any of the Contractor's or Subcontractor's obligations referred to in clause 28.
- 28.5 The provisions of this clause 28 survive termination or expiration of this Contract.

29. SECURITY REQUIREMENTS

29.1 In this clause 29:

Official Information means any information developed, received or collected by or on behalf of the Commonwealth of Australia through its agencies and contracted providers;

Official Resources includes:

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

Protective Security Policy Framework is Australia's protective security policy, amended from time to time, organised in a tiered, hierarchical structure developed to be read in its entirety

following the structure outlined in a diagram at <http://protectivesecurity.gov.au/PSPF/pages/default.aspx> ;

Security Classified Information means Official Information that, if compromised, could have adverse consequences for the Commonwealth; and

Security Incident means a security breach, violation, contact or approach from those seeking unauthorised access to Official Resources.

General Security Obligations

- 29.2 The Contractor must ensure that its Personnel comply with:
- 29.2.1 all relevant security requirements specified in the Australian Government Protective Security Framework and the Department's security policies and procedures;
 - 29.2.2 the security requirements specified Schedule 1 (Statement of Requirement); and
 - 29.2.3 any variations or additions to these security requirements that the Commonwealth (in its absolute discretion) Notifies the Contractor in writing, from the date specified in the Notice (or five (5) Business Days after it receives the Notice if no date is specified).
- 29.3 The Contractor acknowledges that in performing the Contract, it may become subject to certain statutory provisions relating to security and security issues, and must ensure that its Personnel are aware of, and comply, with those statutory provisions.
- 29.4 Subject to clause 42, the Contractor may apply to the Department for a variation in the Contract Charges if the Contractor can substantiate that changes to the security requirements pursuant to clause 29.2.3 have cost implications for it.

Personnel Security

- 29.5 To comply with the eligibility requirements of the Protective Security policy framework, security clearances for access to security classified resources must not be provided to anyone who is not an Australian citizen.
- 29.6 All individuals who require non-public access to DIBP resources (including ICT systems, information and facilities), or any individual lawfully directed in accordance with the *Australian Border Force Act 2015* (Cth), must undergo employment suitability screening and be granted an Employment Suitability Clearance (ESC) as well as hold a minimum baseline security clearance.
- 29.7 The Contractor must not permit any of its Personnel to have any access to any security classified resources, or any DIBP premises, information or systems (which are not publicly available), unless:
- (i) that person(s) has been assessed and cleared by the Department's Employment Suitability Clearance Team and cleared by the Australian Government Security Vetting Agency AGSVA); and
 - (ii) the DIBP Project Officer has given written authority for the Contractor's Personnel to access such resources, premises, information and systems.

- 29.8 Contractor Personnel that are proposed to deliver services to Department sites must have been assessed and received a minimum baseline security clearance provided by AGSVA.
- 29.9 The Contractor must ensure that at all times during the term of this Contract a sufficient number of its Personnel hold the appropriate security level to enable efficient provision of the Services.
- 29.10 The Contractor must inform the DIBP Project Officer immediately upon becoming aware that any person has had their security clearance revoked or denied by AGSVA.
- 29.11 The Contractor must provide any information to the DIBP Project Officer, as reasonably requested for the Department to undertake reasonable investigations for the purposes of this clause.
- 29.12 The Department may, from time to time, Notify the Contractor that particular Personnel must hold a particular level of Department security clearance and the Contractor must comply with, and ensure its Personnel act in accordance with, that Notice.
- 29.13 Unless otherwise specified in Schedule 2 (Contract Charges and Expenses), the Contractor is responsible for all costs associated with obtaining security clearances or obtaining authorisation under this clause 29.

Information Security

- 29.14 The Contractor agrees not to permit any of its Personnel to have any access to Security Classified Information unless:
 - 29.14.1 the relevant person satisfies the personnel security requirements at clauses 29.7 to 29.13;
 - 29.14.2 the Department has given prior written authorisation; and
 - 29.14.3 the relevant person has undergone any training specified in Schedule 1 (Statement of Requirement) relating to access and use of Security Classified Information.
- 29.15 The Contractor must inform the Department immediately if it becomes aware that any unauthorised person has had access to Security Classified Information.
- 29.16 The Contractor must not provide any part of the Requirement outside Australia, or transfer Security Classified Information outside Australia, without the Department's prior written approval.
- 29.17 The Contractor and its Personnel must handle any information received from the Department under this Contract in accordance with all Commonwealth legislative requirements, directions and policies, including but not limited to:
 - 29.17.1 Sections 70 and 79 of the *Crimes Act 1914* (Cth);
 - 29.17.2 Part 5.3 of the *Criminal Code Act 1995* (Cth);
 - 29.17.3 Section 91.1 and Part 10.7 of the *Criminal Code Act 1995* (Cth);
 - 29.17.4 *Privacy Act 1988* (Cth);

- 29.17.5 *Freedom of Information Act 1982* (Cth); and
- 29.17.6 *Australian Border Force Act 2015* (Cth).
- 29.18 The Contractor must draw all Commonwealth legislative requirements, directions and policies addressing the handling of information received from the Department to the attention of all Personnel involved in providing the Requirement.

Physical Security

- 29.19 The Contractor may only access the Department's premises if it:
 - 29.19.1 has the Department's written authorisation; and
 - 29.19.2 complies with the Department's requirements set out in this Contract or otherwise Notified by the Department.
- 29.20 The Contractor must ensure that its facilities for storing the Department's security information and resources:
 - 29.20.1 Classified up to and including PROTECTED is built to Zone 2 level as defined in the Australian Government's Physical Security Management Guidelines – Security Zones and Risk Mitigation Control Measures, and stored in a Class 'C' security container; or
 - 29.20.2 Classified SECRET is built to Zone 4 level as defined in the Australian Government's Physical Security Management Guidelines – Security Zones and Risk Mitigation Control Measures, and stored in a Class 'B' security container.
- 29.21 The Contractor's facilities must have the capability of increasing the security Zone to a higher level:
 - 29.21.1 As advised by the Department;
 - 29.21.2 Subject to a Protective Security Risk Assessment conducted by the Department; and
 - 29.21.3 Certified by the Department's Agency Security Adviser.
- 29.22 The Contractor must ensure that its Personnel safeguard any keys, passwords, building passes or other Material detailing access arrangements that are provided to the Contractor for the purposes of this Contract.
- 29.23 The Contractor must protect any Official Resources it possesses or controls to the same extent as if it were the Department, including ensuring that unauthorised persons cannot access any Official Information.

Security Reports

- 29.24 The Contractor must Notify the Department immediately if it becomes aware that a Security Incident has occurred.

29.25 The Contractor must supply written security reports to the Department in a form and at the times specified in Schedule 1 (Statement of Requirement), including the following information:

- 29.25.1 all Security Incidents, including steps taken by the Contractor to address these;
- 29.25.2 perceived security problems;
- 29.25.3 where appropriate, recommendations for security improvements;
- 29.25.4 proposed and actual changes of Personnel; and
- 29.25.5 any other information which the Department reasonably requires.

Training

29.26 The Contractor must, upon request by the Department, ensure that its Personnel undertake the training specified in Schedule 1 (Statement of Requirement) or as Notified by the Department.

30. IMMIGRATION AND BORDER PROTECTION WORKERS

30.1 The Contractor acknowledges that it, its employees and Contracted Persons (including the Specified Personnel) may be Immigration and Border Protection Workers as determined by the Secretary or Australian Border Force Commissioner under section 5 of the *Australian Border Force Act 2015* (Cth).

30.2 The Contractor acknowledges that Immigration and Border Protection Workers must comply with:

- 30.2.1 Requirements and directions that may be issued under Part 5 of the *Australian Border Force Act 2015* (Cth) relating to alcohol and drug tests;
- 30.2.2 Secrecy and disclosure provisions in Part 6 of the *Australian Border Force Act 2015* (Cth);
- 30.2.3 Directions given by the Secretary or the Australian Border Force Commissioner to Immigration and Border Protection Workers from time to time, which may include directions about security clearances, drugs and alcohol, mandatory reporting and professional standards or other matters;
- 30.2.4 Any other obligations under the *Australian Border Force Act 2015* (Cth);
- 30.2.5 DIBP policies issued by DIBP to Immigration and Border Protection workers, as applicable.

30.3 The Contractor must ensure that its employees and Contracted Persons who are Immigration and Border Protection Workers are aware of and comply with their obligations under the *Australian Border Force Act 2015* (Cth) and applicable DIBP policies.

30.4 At the Commencement Date, the directions and DIBP policies applicable to Immigration and Border Protection Workers are identified at Schedule 8 (Commonwealth Law and Policy Requirements) to this Contract. The directions and policies are available on an ongoing basis

on the following DIBP website: <https://www.border.gov.au/about/access-accountability/integrity>.

30.5 The Contractor must include written terms and conditions in any agreement that it enters into with Contracted Persons, obliging such Contracted Persons, if they are Immigration and Border Protection Workers, to:

30.5.1 Be aware of and comply with their obligations under the *Australian Border Force Act 2015* (Cth) and applicable DIBP directions and policies;

30.5.2 Ensure that their employees and Contracted Persons are aware of and comply with their obligations under the *Australian Border Force Act 2015* (Cth) and applicable DIBP policies; and

30.5.3 Ensure that they have the right to cease the involvement of their employees and Contracted Persons in the performance of the Services or the Requirement, if so requested by DIBP under this clause.

30.6 If the Contractor or its employees or Contracted Persons, including the Specified Personnel:

30.6.1 breach this clause;

30.6.2 fail at any time to comply with their obligations under the *Australian Border Force Act 2015* (Cth) or applicable DIBP policies; or

30.6.3 fail to exercise any right to cease the involvement of any of their employees or Contracted Persons in the performance of the Services or the Requirement, if so requested by DIBP under this clause,

then DIBP may (without limiting or affecting DIBP's rights at law or otherwise), by written notice, in its absolute discretion:

30.6.4 require that the Contractor immediately cease the involvement of specified employees or Contracted Persons, including Specified Personnel, in the performance of all or part of the Services or the Requirement;

30.6.5 immediately revoke its approval of a Subcontractor under this Contract; or

30.6.6 immediately terminate this Contract, whether or not the breach, failure or conduct is capable of being remedied,

without liability and at no additional cost to the Commonwealth.

30.7 Without limiting or affecting DIBP's rights at law or otherwise, DIBP may also claim damages in connection with any of the matters set out in clause 30.6.

30.8 The Contractor acknowledges that the Commonwealth's rights under this clause are in addition to the rights of the Secretary and the Australian Border Force Commissioner under section 57 of the *Australian Border Force Act 2015* (Cth), and in particular their rights to require that persons cease to perform services for DIBP or to terminate this Contract.

30.9 Any termination of this Contract by the Secretary or the Australian Border Force Commissioner under section 57 of the *Australian Border Force Act 2015* (Cth) is also a valid termination under the terms and conditions of this Contract.

SECTION F - RISKS

31. CONFLICT OF INTEREST

31.1 In this clause 31:

Conflict means any matter, circumstance, interest, or activity affecting the Contractor (including its Personnel) which may or may appear to impair the ability of the Contractor to provide the Requirement to the Department diligently and independently.

31.2 The Contractor warrants that, to the best of its knowledge after making diligent inquiry, at the Commencement Date no Conflict that has not been disclosed to the Department exists or is likely to arise in the performance of its obligations under this Contract by itself or by any of its Personnel.

31.3 The Contractor must not, and must ensure that its Personnel do not, engage in any activity that is likely to give rise to a Conflict.

31.4 If a Conflict arises, or appears likely to arise, during the Term the Contractor agrees to:

31.4.1 Notify the Department immediately;

31.4.2 to make full disclosure of all relevant information relating to the Conflict; and

31.4.3 to take such steps as the Department may reasonably require to resolve or otherwise deal with the Conflict.

32. RISK MANAGEMENT AND BUSINESS CONTINUITY

32.1 The Contractor must, in relation to the provision of the Requirement:

32.1.1 implement appropriate risk management strategies;

32.1.2 act in accordance with generally recognised best practice risk management standards and laws in its industry;

32.1.3 maintain regular backup copies of all software and databases used in provision of the Requirement; and

32.1.4 protect against the introduction of any computer virus and against effects of any such virus.

32.2 The Contractor must comply with any additional risk management measures specified in Schedule 7 (Additional Risk Management Measures), including any:

32.2.1 requirement to prepare and/or comply with a risk management plan, business continuity plan or risk register; and

32.2.2 any provisions giving the Department rights necessary to ensure continued provision of the Requirement in the event of default or likely default (known as "step-in rights").

32.3 Where this Contract requires the Contractor to submit a plan or any other document for approval by the Department:

32.3.1 that plan or document will have effect from the date of approval by the Department; and

32.3.2 if the Department is not satisfied with the plan or other document submitted, the Contractor must promptly amend the plan or document and resubmit it for approval within the time frame specified by the Department.

32.4 The Contractor must comply with, and must ensure that all Subcontractors comply with, the Contractor's risk management strategies and plans in the provision of the Requirement, including any additional requirements under Schedule 7 (Additional Risk Management Measures).

33. WARRANTIES

Application of general warranties

33.1 The general warranties provided under this clause 33:

33.1.1 will survive the termination or expiry of this Contract; and

33.1.2 are in addition to, do not limit and are not limited by any other warranties provided by the Contractor under this Contract.

Contractor has informed itself

33.2 The Contractor warrants that:

33.2.1 it has done everything possible to inform itself fully and completely as to:

33.2.1.1 the requirements in this Contract;

33.2.1.2 the Law and the conditions, risks, contingencies and all other factors which may affect the timing, scope, cost or effectiveness of performing this Contract; and

33.2.1.3 all things necessary for delivery and management of this Contract and the performance of the Contractor's obligations under this Contract;

33.2.2 it enters into this Contract based on its own investigations, interpretations, deductions, information and determinations; and

33.2.3 it does not rely on any representation, warranty, condition or other conduct, information, statement or document which may have been made by the Department or any person purporting to act on behalf of the Department in entering into this Contract, other than an express warranty contained in this Contract.

Contractor skill and quality

- 33.3 The Contractor represents and warrants that it has, and its Personnel have, and they will both continue to have and to use, the skills, qualifications and experience to provide the Requirement in a skilful, diligent, responsive, professional, efficient and controlled manner, with a high degree of quality and to a standard that complies with this Contract and meets the Department's requirements in full.

Contractor's right to grant licences

- 33.4 The Contractor warrants that it has the right to grant all licences granted pursuant to this Contract.

Contractor's right to enter this Contract

- 33.5 The Contractor warrants that:

33.5.1 it has the right to enter into this Contract;

33.5.2 it has:

33.5.2.1 full corporate power and authority; and

33.5.2.2 all rights, title, licences, interests and property necessary,

to lawfully enter into, perform and observe its obligations under this Contract;

33.5.3 the execution, delivery and performance of this Contract by the Contractor has been duly and validly authorised by all necessary corporate action; and

33.5.4 the Contractor's signing, delivery and performance of this Contract does not constitute:

33.5.4.1 a violation of any judgment, order or decree;

33.5.4.2 a material default under any agreement which relates in any way to the provision of the Requirement; or

33.5.4.3 an event that would, with notice or lapse of time, constitute such a default.

Contractor's disclosure of proceedings and matters

- 33.6 The Contractor warrants that it has disclosed in writing prior to the Commencement Date any matter that may affect the Contractor's reputation or capability or ability to perform and fulfil its obligations under this Contract, including:

33.6.1 any relevant litigation, arbitration, mediation, conciliation, proceeding or investigation that is taking place, pending or threatened (either in Australia or overseas); and

33.6.2 any relevant matters relating to the commercial, technical or financial capacity of the Contractor or of any Subcontractor proposed to be engaged in respect of this Contract.

Solvency

33.7 The Contractor warrants that:

- 33.7.1 it is solvent and there are no reasonable grounds to suspect that it will not be able to pay its debts as and when they become due and payable; and
- 33.7.2 no Controller is currently appointed in relation to any of its property, or any property of any of its subsidiaries

Bribery of foreign public officials

33.8 The Contractor warrants that it has not provided, offered or promised a benefit to another person that is not legitimately due to that person with the intention of influencing a foreign public official in the exercise of his or her duties in order to obtain or retain business or a business advantage not legitimately due to its recipient.

33.9 For the purposes of clause 33.8:

- 33.9.1 expressions defined in section 70.1 of the *Criminal Code Act 1995* (Cth) have the meanings given to those expressions in that section.
- 33.9.2 the warranty in paragraph (i) does not apply to conduct that is lawful in the foreign public official's country (as set out in section 70.3 of the *Criminal Code Act 1995*) or facilitation payments (as set out in section 70.4 of the *Criminal Code Act 1995*) that are notified to the other Party.

Contractor's compliance with Australian Government Policy

33.10 The Contractor warrants that:

- 33.10.1 it is not named by the Workplace Gender Equality Agency as an employer that is currently not complying with the *Workplace Gender Equality Act 2012* (Cth);
- 33.10.2 it has not had a judicial decision against it (not including decisions under appeal) relating to employee entitlements in respect of which it has not paid the judgment account; and
- 33.10.3 it is not on the Commonwealth's consolidated list of individuals and entities to which terrorist asset freezing applies and none of its Personnel are on, or a member of an entity on, that list.

Third party warranties

33.11 If the Contractor supplies any items that have been procured from a third party, or that incorporate or rely on goods or services that have been procured from a third party, the Contractor assigns to the Department, to the extent permitted by Law, the benefits of any warranties given by the third party. This assignment does not in any way relieve the Contractor of the Obligation to comply with warranties offered directly by the Contractor under this Contract.

Contractor warranty not to rely on proportionate liability

- 33.12 The Contractor warrants that, to the extent permitted by law, it will not invoke or rely on the *Civil Law (Wrongs) Act 2002* (ACT) Chapter 7A or other State or Territory proportionate liability legislation.

34. INDEMNITY

- 34.1 The Contractor must at all times indemnify the Department and its Personnel and any End User (**those indemnified**) from and against any Loss or Liability incurred as a consequence of a Claim (including costs and expenses of defending or settling any Claim referred to above) in connection with;

34.1.1 loss of or damage to property of those indemnified or any other person;

34.1.2 personal injury or death of any person;

34.1.3 any other Liability owed by those indemnified to any other person,

arising from or as a consequence of:

34.1.4 any act or omission by the Contractor or its Personnel in connection with this Contract;

34.1.5 any breach by the Contractor of its Obligations or warranties under this Contract;

34.1.6 any unauthorised use or disclosure by the Contractor, its Personnel, or Subcontractors of Personal Information held or controlled in connection with this Contract; or

34.1.7 the use by those indemnified of the Contract Material, Existing Contractor Material, Third Party Material or other Auxiliary Material provided by it (including in respect of any infringement of Intellectual Property Rights in that Material).

- 34.2 The right to be indemnified under clause 34.1 is in addition to, and not exclusive of, any other right, power or remedy provided by Law.

- 34.3 This clause 34 will survive seven (7) years after the expiration or termination of this Contract.

- 34.4 The benefit of this indemnity clause is held by the Department on trust for those indemnified.

35. LIABILITY**Limitation**

- 35.1 Subject to clause 35.2, the Liability of each Party arising out of or in connection with this Contract (including any indemnity) is, subject to clause 35.2, limited to the amount (if any) specified in Item 10 of the Contract Details. If Item 10 of the Contract Details is not used or no amount is specified, the Liability of each Party arising out of or in connection with this Contract (including under an indemnity) is not limited.

- 35.2 Any limit on the Liability of each Party under clause 35.1 does not apply in relation to:
- 35.2.1 Liability relating to personal injury (including sickness and death);
 - 35.2.2 Liability relating to loss of, or damage to, property;
 - 35.2.3 Liabilities owed to a third party;
 - 35.2.4 any infringement of Intellectual Property Rights;
 - 35.2.5 a breach of any Obligation of confidentiality, security matter or privacy; or
 - 35.2.6 any breach of any Law or any wilfully wrongful act or omission, including, in the case of the Contractor, any act or omission that constitutes repudiation of this Contract.
- 35.3 Unless specified otherwise in Item 10 of the Contract Details, any limitation of Liability in clause 35.1 applies in respect of each single occurrence or a series of related occurrences arising from a single cause.

Review of limitation

- 35.4 The Parties acknowledge that the limitation of Liability (if any) specified in Item 10 of the Contract Details may be subject to review in the event that this Contract is varied or extended.
- 35.5 For the avoidance of doubt, a Party may require a review of the limitation of Liability specified in Item 10 of the Contract Details as a condition of its acceptance to a variation request under clause 42, but only for the purpose of achieving a proportionate adjustment to reflect any alteration to that Party's risk exposure arising out of that variation.

Contribution

- 35.6 The Liability of a Party (**Party A**) for any Losses incurred by another Party (**Party B**), including under an indemnity, will be reduced proportionately to the extent that Party A demonstrates that:
- 35.6.1 any negligent act or omission of Party B (or of its Personnel); or
 - 35.6.2 any failure by Party B to comply with its obligations, warranties and responsibilities under this Contract, contributed to those Losses.

36. INSURANCE

Obligation to maintain insurance

- 36.1 In connection with the provision of the Requirement, the Contractor must effect and maintain valid and enforceable insurance policies of the types for the amounts set out in Item 12 of the Contract Details and otherwise in accordance with this clause 36.
- 36.2 The insurance policies referred to in clause 36.1 must be maintained for the Term unless specified otherwise in Item 12 of the Contract Details.
- 36.3 With the exception of the workers compensation insurance, the insurances referred to in clause 36.1 must be effected with insurers with a financial security rating of "A-" or better by

Standard & Poors (or the equivalent rating with another recognised rating agency), or an insurer approved by the Department, acting reasonably.

- 36.4 The Contractor must ensure that its Subcontractors are insured as is appropriate (including with respect to the amount of insurance, types of insurance and period of insurance) given the nature of services or work to be performed by them, in a manner consistent with the requirements of this clause 36 as if they were the Contractor.

Evidence of insurance

- 36.5 The Contractor must, upon request by the Department, provide evidence that it has current insurance policies which comply with the requirements of this clause 36 to the Department.

Notices

- 36.6 The Contractor must, in respect of the insurances required by this clause 36:
- 36.6.1 promptly inform the Department if it becomes aware of any actual, threatened or likely claims which could materially reduce the available limits of indemnity or which may involve the Department, and must reinstate or replace any depleted aggregate limit resulting from claims that are unrelated to the work under this Contract, if requested to do so in writing by the Department; and
 - 36.6.2 do everything reasonably required by the Department to enable the Department to claim and to collect or recover monies due under any insurance policy.

37. FINANCIAL SECURITY

- 37.1 The Contractor must provide a financial security in accordance with this clause 37 in the amount set out, and by the date set out in Item 13 of the Contract Details.
- 37.2 The security provided under clause 37.2 must be:
- 37.2.1 unconditional and irrevocable;
 - 37.2.2 issued by a bank or financial institution acceptable to the Department;
 - 37.2.3 in the form set out at Schedule 10.
- 37.3 The security will be released by the Department within 10 Business Days after the release event set out in Item 13 of the Contract Details occurs.
- 37.4 The Department's rights under the security will be exercisable by the Department for either or both of the following:
- 37.4.1 to obtain compensation for Loss suffered in the event that the Contractor fails to perform this Contract, including upon termination of this Contract; or
 - 37.4.2 to recover any debts due to the Department in relation to the Contract.
- 37.5 If the Contractor fails to provide or maintain any security required by this clause 37, the Department may withhold all or part of any payment under this Contract until the Contractor meets those obligations.

- 37.6 If the Department exercises any or all of its rights under the security provided under this clause 37, the Department will not be liable for, and the Contractor must release the Department from liability for, any resultant loss or damage to the Contractor.
- 37.7 The rights of the Department to recover from the Contractor the balance, after draw down or exercise of the security provided for under this clause 37, of loss or damage suffered by the Department will not be limited by the Department's exercise of that security.

SECTION G - ACCESS AND AUDIT

38. BOOKS AND RECORDS

- 38.1 The Contractor must at all times maintain full, true, accurate and up-to-date accounts and records relating to this Contract. Such accounts and records must:
- 38.1.1 include appropriate audit trails for transactions performed;
 - 38.1.2 record all receipts and expenses in relation to the provision of the Requirement;
 - 38.1.3 record all other matters on which the Contractor is required to report by this Contract;
 - 38.1.4 be kept in a manner that permits them to be conveniently and properly audited, and enable the Contract Charges and any other amounts payable to be determined;
 - 38.1.5 comply with any applicable Australian Accounting Standards; and
 - 38.1.6 be made available to the Department as required for:
 - 38.1.6.1 monitoring and reviewing the performance of the Contractor's obligations under this Contract, including being available for audit and access in accordance with clauses 39 and 40; and
 - 38.1.6.2 the Department to satisfy its reporting and record keeping obligations under the *Public Governance, Performance and Accountability Act 2013*.
- 38.2 The Contractor must securely retain, and require its Subcontractors to securely retain, for a period of seven (7) years after termination or expiration of this Contract, all accounts and records referred to in clause 38.1.
- 38.3 The Contractor agrees to comply with any reasonable directions from the Department with respect to any applicable Commonwealth, State or Territory Laws relating to archival requirements.
- 38.4 The Contractor must bear its own costs of complying with this clause 38.
- 38.5 This clause 38 applies for the Term and for a period of seven (7) years from the termination or expiry of this Contract.

39. ACCESS TO PREMISES

39.1 The Contractor must allow:

- 39.1.1 the DIBP Project Officer;
- 39.1.2 the Australian National Audit Office;
- 39.1.3 the Privacy Commissioner or his or her delegate;
- 39.1.4 the Australian Information Commissioner or his or her delegate;
- 39.1.5 the Commonwealth Ombudsman or his or her delegate; and
- 39.1.6 other persons authorised by the DIBP Project Officer,

to access the Contractor's premises at all reasonable times and to inspect and copy all relevant documentation and records, however stored, in the Contractor's possession or control, for purposes associated with this Contract or any review of performance under the Contract.

39.2 The rights referred to in clause 39.1 are subject to:

- 39.2.1 the provision of reasonable prior Notice to the Contractor;
- 39.2.2 compliance with the Contractor's reasonable security procedures;
- 39.2.3 each party bearing its own cost arising out of or in connection with any access or inspection; and
- 39.2.4 if appropriate, execution of a deed of confidentiality relating to non-disclosure of the Contractor's Confidential Information.

39.3 The Contractor must ensure that any Subcontract contains an equivalent clause granting the rights specified in clauses 38 and 39.

39.4 This clause 39 applies for the Term and for a period of seven (7) years from the date of expiration or termination of the Contract.

40. ADDITIONAL ACCESS TO DOCUMENTS

40.1 This clause 40 applies only if this Contract is a Commonwealth Contract.

40.2 Where the Department has received a request for access to a document created by, or in the possession of, the Contractor or any Subcontractor that relates to the performance of this Contract (but not to the entry into this Contract), the Department may at any time by giving Notice require the Contractor to provide the document to the Department and the Contractor must, at no additional cost to the Department, promptly comply with the Notice but in any event no later than fourteen (14) days from the date of receipt of the Department's request.

40.3 The Contractor must include in any Subcontract provision that will enable the Contractor to comply with its obligations under this clause 40.

41. RECOVERY OF POSSESSION OF PROPERTY

- 41.1 If an Insolvency Event occurs in relation to the Contractor or this Contract is terminated or expires, the Department will be entitled to immediately take possession of any property owned by the Department in the possession of the Contractor or a Subcontractor.
- 41.2 The Contractor grants to the Department a right for any person authorised by the Department to enter any premises occupied by the Contractor to remove any property owned by the Department, in the circumstances contemplated in clause 41.1, including by detaching them from any item to which they may be attached, or by detaching them from any land to which they may be fixed.
- 41.3 The Contractor must ensure that each Subcontractor that has possession of any property owned by the Department grants to the Department a right for a person authorised by the Department to enter any premises occupied by the Subcontractor on the same terms as clause 41.2.
- 41.4 This clause survives the termination of this Contract.

SECTION H - CHANGES TO THE CONTRACT, DISPUTE RESOLUTION AND TERMINATION

42. VARIATION OF THIS AGREEMENT

- 42.1 No variation of this Contract will be of any force or effect unless it is in writing and signed by the Parties.
- 42.2 The Parties must follow the processes in Schedule 5 (CHANGE PROCESS) if either Party wishes to vary the Contract.
- 42.3 Any changes to the Contract Charges and Expenses associated with a variation of this Contract must:
- 42.3.1 not exceed any reasonable additional cost; and
 - 42.3.2 take fully into account any reduction in cost.
- 42.4 Any variation to this Contract takes effect from the date on which the Parties execute the necessary document to implement that change unless another date for commencement of the variation is specified in that document.

43. DISPUTE RESOLUTION

- 43.1 The Parties agree that any dispute arising during the course of this Contract will be dealt with as follows:
- 43.1.1 the Party claiming that there is a dispute will send to the other a Notice setting out the nature of the dispute;
 - 43.1.2 the Parties will try to resolve the dispute by direct negotiation, including by referring the matter to senior management of the Parties with authority to intervene and direct some form of resolution;
 - 43.1.3 the Parties have ten (10) Business Days from the sending of the Notice (or such other time as is agreed by the Parties) to reach a resolution or to agree that the dispute will be referred to mediation or some other form of alternative dispute resolution procedure; and
 - 43.1.4 either Party may commence legal proceedings if:
 - 43.1.4.1 there is no resolution or agreement within the period referred to in clause 43.1.3 and the Parties have not agreed to refer the dispute to mediation or some other form of alternative dispute resolution procedure; or
 - 43.1.4.2 there is a submission to mediation or some other form of alternative dispute resolution procedure, but there is no resolution within fifteen (15) Business Days of the submission (or such extended time as the Parties may agree in writing before the expiration of the fifteen (15) Business Days).
- 43.2 Despite the existence of a dispute, the Contractor must continue to provide the Requirement unless Notified otherwise by the Department.

43.3 Clause 43.1 does not apply to:

- 43.3.1 action by either Party under or purportedly under clause 44;
- 43.3.2 action by the Department under or purportedly under clause 18.5 or 45; or
- 43.3.3 either Party commencing legal proceedings for urgent interlocutory relief.

44. TERMINATION FOR DEFAULT

44.1 If the Contractor fails to perform any obligation under this Contract, the Department may (without limitation to any other remedy available at Law):

- 44.1.1 if it considers that the failure is not capable of remedy – terminate this Contract immediately by Notice; or
- 44.1.2 if it considers that the failure is capable of remedy – give Notice requiring that the failure be remedied within the time specified in the Notice and, if the failure is not remedied within that time, terminate this Contract immediately by giving a second Notice.

44.2 The Department may also, by Notice, terminate this Contract immediately (but without prejudice to any prior right of action or remedy which either Party has or may have) if:

- 44.2.1 an Insolvency Event occurs in respect of the Contractor;
- 44.2.2 the Contractor fails to obtain or ceases to hold any Authorisation required to enable it to provide the Requirement or perform any of its obligations;
- 44.2.3 if the Contractor ceases for any reason to be able lawfully to provide the Requirement or perform any of its obligations;
- 44.2.4 if, in the Department's opinion, there is a Change of Control in relation to the Contractor without the prior written consent of the Department.

44.3 If a purported termination by the Department under this clause 44 is determined by a competent authority to be invalid for any reason, then that termination will be deemed to be a termination under clause 45, which has effect from the date of the notice of termination referred to in this clause 44.

45. TERMINATION FOR CONVENIENCE

45.1 The Department may, at any time by Notice, terminate this Contract or reduce the scope of the Requirement immediately.

45.2 Where there has been a termination under clause 45.1, the Department will be liable only:

- 45.2.1 to pay any Contract Charges or Expenses relating to those parts of the Requirement completed before the effective date of termination; and
- 45.2.2 to reimburse any expenses reasonably and unavoidably incurred by the Contractor and directly attributable to the termination or reduction where the Contractor substantiates these amounts to the satisfaction of the DIBP Project Officer.

45.3 For the purposes of clause 45.2, the expenses reasonably and unavoidably incurred do not include any loss of profits, loss of business revenue, loss of opportunity, economic loss, indirect, special or consequential loss or any special or punitive damages.

45.4 The Department is not liable to pay compensation under clause 45.2 in an amount which would, in addition to any amounts paid or due or becoming due to the Contractor under this Contract, together exceed the Contract Charges.

46. GENERAL TERMINATION AND SCOPE REDUCTION PROVISIONS

46.1 Upon receipt of a Notice of termination or reduction, the Contractor agrees to:

46.1.1 stop (or reduce) work as specified in the Notice;

46.1.2 comply with any directions given to the Contractor by the Department

46.1.3 take all available steps to minimise Loss resulting from that termination or reduction; and

46.1.4 continue work on any part of the Requirement not affected by the Notice.

46.2 Where there has been a reduction in the scope of the Requirement, the Department's liability to pay the Contract Charges or Expenses under this Contract will, unless there is agreement in writing to the contrary, abate in accordance with the reduction in the Requirement.

46.3 The Contractor must, and must ensure that all Subcontractors, deliver to the Department (or as directed by the Department) within 20 Business Days after receipt of a Notice of termination or reduction (or such other period agreed by the Department in writing) or upon the expiry of the Contract:

46.3.1 all documents and data in the possession of the Contractor or its Personnel which contain or relate to any Confidential Information or which are security classified;

46.3.2 all Commonwealth Material in the possession of the Contractor or its Personnel;

46.3.3 any other property owned by the Department in the possession of the Contractor or its Personnel.

46.4 The Contractor will not be entitled to compensation for loss of prospective profits.

SECTION I - GENERAL**47. NOTICES**

- 47.1 A Notice, request or other communication must be given in writing and dealt with as follows:
- 47.1.1 if given by the Contractor to the Department - addressed and forwarded to the Department, for the attention of the DIBP Project Officer at the address indicated in Item 14 of the Contract Details or as otherwise Notified by the DIBP Project Officer; and
 - 47.1.2 if given by the Department to the Contractor - signed by the DIBP Project Officer and forwarded to the Contractor at the address indicated at Item 14 of the Contract Details or as otherwise Notified by the Contractor Representative.
- 47.2 Any such Notice, request or other communication must be delivered by hand or sent by pre-paid security post, facsimile or email, to the address of the party to which it is sent.
- 47.3 Any Notice, request or other communication will be deemed to be received:
- 47.3.1 if delivered personally, on the date of delivery;
 - 47.3.2 if sent by pre-paid security post, on the day that the acknowledgment of delivery is completed by the recipient;
 - 47.3.3 if sent by facsimile, on the Business Day next following the day of dispatch providing that the sender receives an "OK" code in respect of the transmission and is not Notified by the recipient by close of business of the next Business Day following the day of dispatch that the transmission was illegible; and
 - 47.3.4 if transmitted electronically, on the day of dispatch providing the sender does not receive an email delivery failure notification in respect of the email.

48. ASSIGNMENT AND NOVATION

- 48.1 The Contractor must not assign, in whole or in part, its rights or obligations under this Contract without the prior written approval of the Department.

49. RELATIONSHIP OF THE PARTIES

- 49.1 The Contractor must not represent itself, and will ensure that its Personnel and Subcontractors do not represent themselves, as being Personnel of the Department, or as otherwise able to bind or represent the Department.
- 49.2 The Contractor is not by virtue of this Contract or for any purpose Personnel of the Department, and does not have any power or authority to bind or represent the Department.

50. WAIVER

- 50.1 A waiver by either Party in respect of any breach of a condition or provision of this Contract will not be deemed to be a waiver in respect of any continuing or subsequent breach of that provision, or breach of any other provision.

- 50.2 A single or partial exercise by a Party of any right or remedy it holds under this Contract or at Law does not prevent the party from exercising the right again or to the extent it has not fully exercised the right.

51. ENTIRE AGREEMENT

- 51.1 This Contract records the entire agreement between the Parties in relation to the subject matter with which it deals. To the extent permissible by law, no Party can rely on an earlier agreement, or anything said or done by another Party or by a director, officer, agent or employee of that Party before execution of this Contract.

52. GOVERNING LAW AND JURISDICTION

- 52.1 This Contract is governed by the law specified in Item 15 of the Contract Details and each Party irrevocably and unconditionally submits to the non-exclusive jurisdiction of the courts of that jurisdiction.

53. SURVIVORSHIP

- 53.1 Any provision of this Contract which expressly or by implication from its nature is intended to survive the termination or expiration of this Contract and any rights arising on termination or expiration will survive, including provisions relating to Confidential Information, IPR, rights of the Department to recover money, security, privacy, and any warranties, guarantees, licences or indemnities.

54. SEVERABILITY

- 54.1 If any part of this Contract is or becomes illegal, invalid or unenforceable, the legality, validity or enforceability of the remainder of this Contract will not be affected and will be read as if that part had been severed.

55. CONSENTS OR APPROVALS

- 55.1 Where this agreement provides for a party's consent or approval, that consent or approval may be granted, withheld or conditions applied to it, in the party's absolute discretion, unless the provision states that consent or approval will not be unreasonably withheld.

56. COUNTERPARTS

- 56.1 This Contract may consist of a number of counterparts and the counterparts taken together constitute one and the same instrument.

57. TRANSITION OUT

- 57.1 If requested by the Department, the Contractor must:
- 57.1.1 fully co-operate with the Department and any incoming contractor and do all tasks and things as may be reasonably necessary to ensure the smooth transition of the provision of the Services or Deliverables from the Contractor to the incoming contractor or the Department (as the case may be) in a manner which ensures no interruption to provision of the Requirement;

- 57.1.2 promptly provide any information and documents relating to the Contractor's provision of the Services or Deliverables to the incoming contractor or the Department (as the case may be); and
- 57.1.3 use its best endeavours to resolve any issues arising with the transition from the Contractor to the incoming contractor or the Department (as the case may be).
- 57.1.4 The Contractor must return all Commonwealth Material to the Commonwealth at the expiry of the Contract or at any time at the request of the Commonwealth, in accordance with the principle of ISO16175, in a digital format if requested by the Commonwealth.
- 57.1.5 The Contractor must comply with all reasonable directions from the Department, having regard to the requirements of the Department for any incoming contractor.

EXECUTION

SIGNED for and on behalf of the
Commonwealth of Australia as represented by
the **Department of Immigration and Border
Protection** (ABN 33 380 054 835) by its duly
authorised delegate:

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

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

Signature of witness

Signature of delegate

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

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

Name of witness (print)

Name of delegate (print)

Date

Position of delegate (print)

Date

SIGNED on behalf of **C5 Management
Solutions Pty Ltd** (ACN 160158681 ABN
98160158681) acting by the following persons,
in accordance with s127 of the *Corporations Act
2001* (Cth):

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

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

Signature of director

Signature of director/company secretary

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

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

Name of director (print)

Name of director/company secretary (print)

Date

Date

SCHEDULE 1: (STATEMENT OF REQUIREMENT)**1. OVERVIEW OF THE REQUIREMENT****Background**

- 1.1** The Contractor must provide international security escort training and team leader training and certification under this Contract. The Department has entered this Contract to further the commitments of assistance made under the 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.

Elements of the Requirement

- 1.2** The Requirement consists of the Services described in clause 2 [The Services] and the Deliverables described in clause 3 [The Deliverables] of this Schedule.

End Users

- 1.3** The End User of the Requirement is the Government of Papua New Guinea. This Statement of Requirement sets out the processes and procedures to be used by the Contractor in order to provide the Requirement to the End User.

2. THE SERVICES AND THE DELIVERABLES

- 2.1** The Contractor must provide the international security escort recertification training, and train the trainer services (**Services**) including various Deliverables that are described below. The Services will train and certify employees of the Papua New Guinea (**PNG**) Immigration and Citizenship Service Authority (**ICSA**).


- 2.1.1** Preparation, for Department approval, of the Phase One Training Schedule.

- 2.1.2** Phase One (expected to commence October 2016):


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

Delivery of the following training courses:

s. 47G(1)(a)



s. 47G(1)(a)



2.1.3 Phase Two (expected to commence January/February 2017):

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

Delivery of the following training courses:

s. 47G(1)(a)



2.1.4 Phase Three (expected to commence April 2017):

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

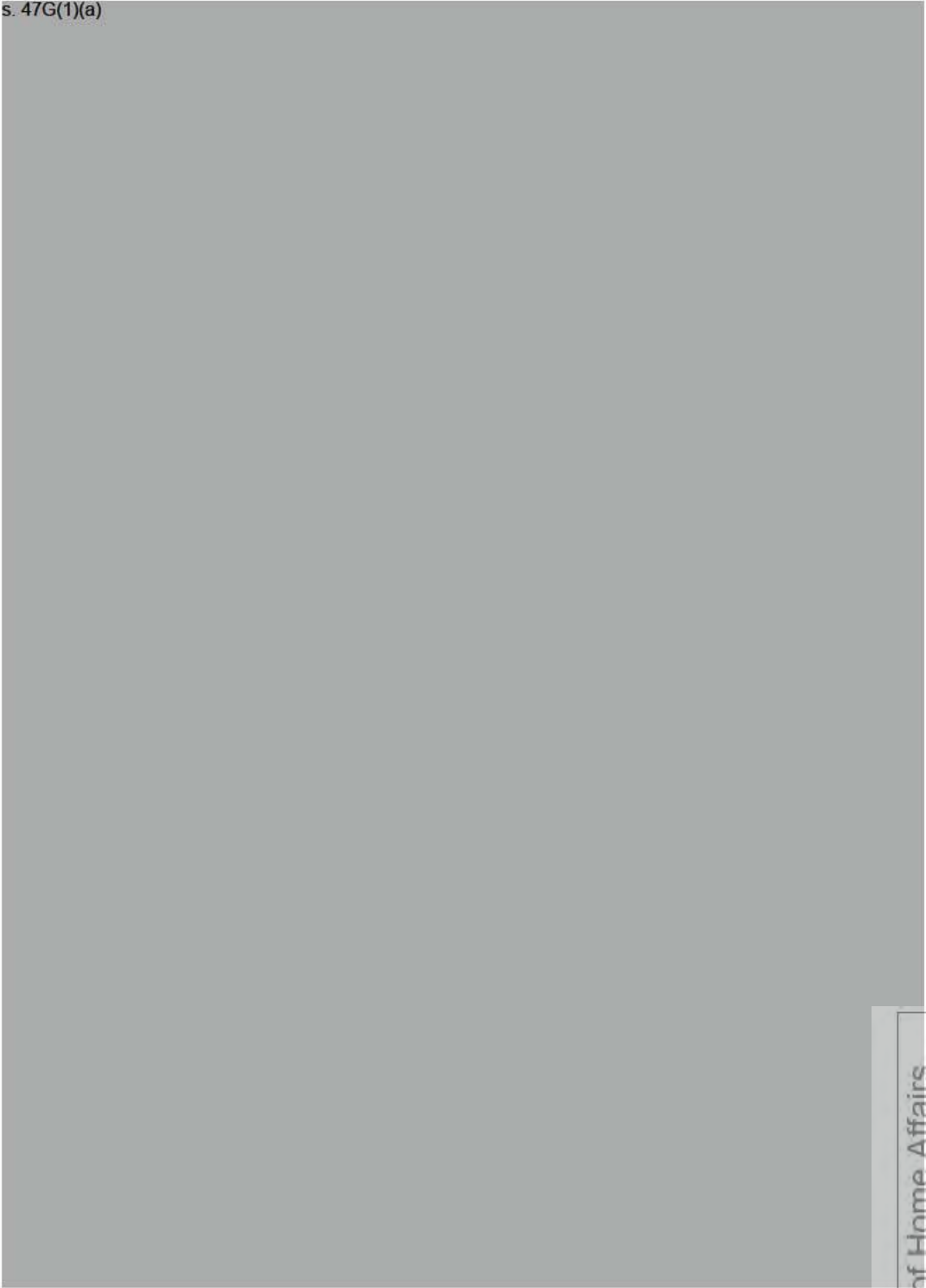
The completion of Phase Three will commence a partial handover of the air escort capability to the PNG ICSA.

Delivery of the following training courses:

s. 47G(1)(a)




s. 47G(1)(a)



- 2.1.5** Phase Four (expected to commence in June 2017) is a handover this includes demonstrations and use of all;

s. 47G(1)(a)




s. 47G(1)(a)



3. CONTRACT MATERIAL

- 3.1** Without limiting the definition of Contract Material in clause 2.1 of the Contract, Contract Material includes Material for :

s. 47G(1)(a)



4. LIAISON AND REPORTING

As set out in Schedule 3 (Performance Measures).

5. COMMONWEALTH ASSISTANCE

- 5.1** Not applicable

SCHEDULE 2: (CONTRACT CHARGES AND EXPENSES)**1. CONTRACT CHARGES****1.1 Maximum Amount Payable**

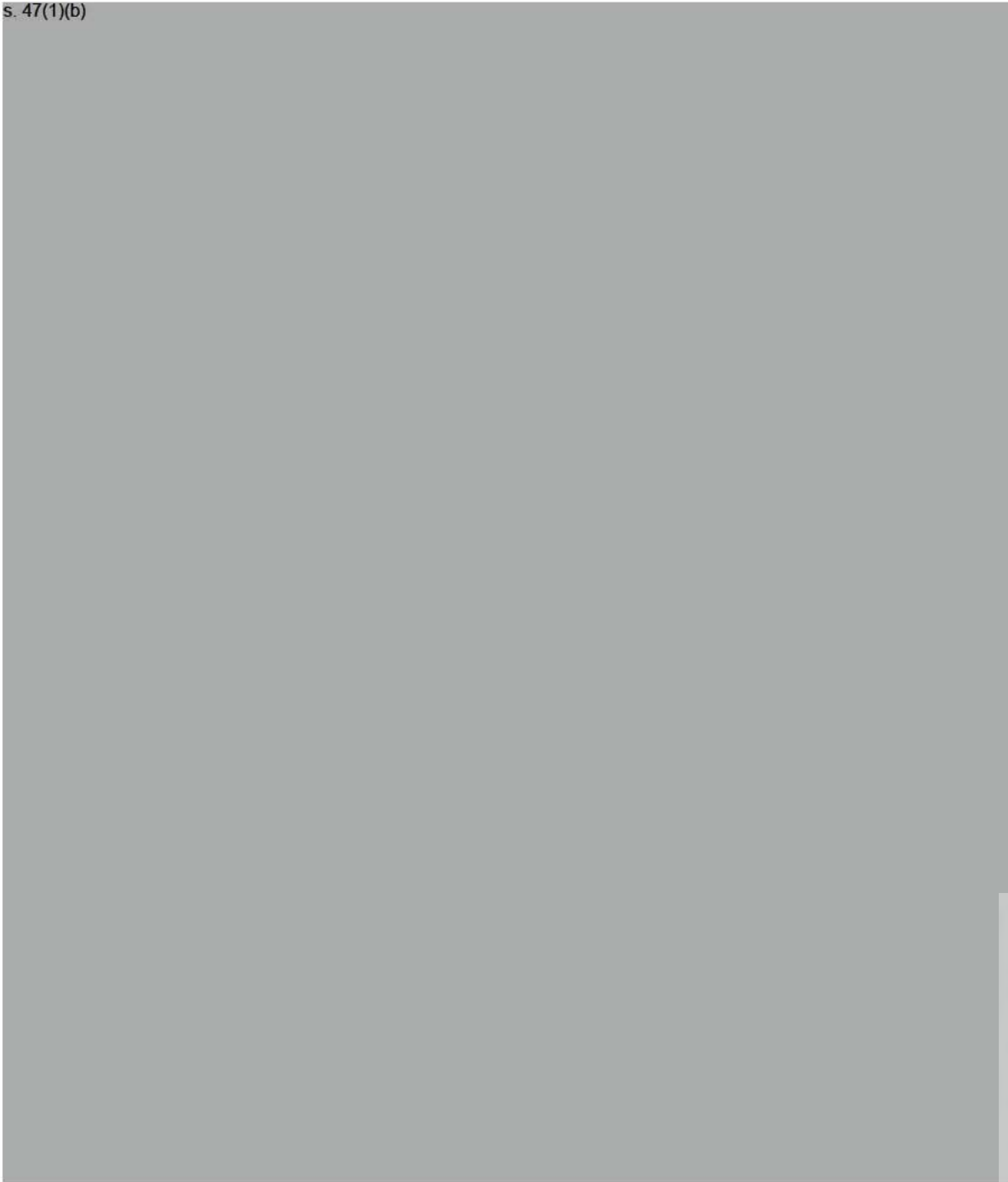
- 1.1.1** The total amount payable for the Requirement, including all fees, disbursements and associated costs must not exceed AUD **\$1,130,000** (GST exclusive). No Expenses are payable.
- 1.1.2** If the total amount payable for the Requirement is, or is anticipated to be, reached during the Term, the Contractor must notify the Department immediately, and:
- 1.1.2.1** the Contractor must cease providing the Requirement when it has received up to the total amount payable and submit a request for a variation to the total amount payable under this clause; and
 - 1.1.2.2** the Department will not, under any circumstances, be liable to pay the Contractor any amount in excess of the total amount payable.

1.2 Contract Charges

- 1.2.1** Subject to this Schedule, the Department will pay the Contractor the Contract Charges subject to the Contractor satisfying the Department that it has met the requirements of this Contract.
- 1.2.2** The Contract Charges are inclusive of all costs and other payments associated with the provision of the Requirement in accordance with the Contract, including all fees, royalties, customs or other duties, taxes, risk premiums and contingency amounts, but does not include Expenses (if any).
- 1.2.3** The Contract Charges are set out in **Table. 1** below.
- 1.2.4** Where the Contract Charges specify milestone dates, then the Contract Charges will be paid in the instalments set out in **Table. 2** with each instalment being payable upon the Contractor:
- 1.2.4.1** meeting the milestones in accordance with this Contract; and
 - 1.2.4.2** achieving the acceptance criteria for each milestone, to the satisfaction of the Department.

Table 1: Contract Charges

s. 47(1)(b)



1.3 Invoice requirements

1.3.1 All invoices issued by the Contractor must :

- 1.3.1.1 contain tax invoice details as required by the *A New Tax System (Goods and Services Tax) Act 1999* (Cth);
- 1.3.1.2 contain details of the amount payable by the Department in respect of GST for Services or Deliverables provided under the Contract that are taxable supplies;
- 1.3.1.3 contain the name and contact details of the DIBP Project Officer;
- 1.3.1.4 be addressed to the DIBP Project Officer or such other person Notified to the Contractor;
- 1.3.1.5 contain the title of the Contract, the Contract number or other reference to the Contract;
- 1.3.1.6 contain a description of the relevant Services and/or Deliverables;
- 1.3.1.7 contain the timeframe in which the Services and/or Deliverables were provided;
- 1.3.1.8 contain details of delivery location (if applicable); and
- 1.3.1.9 contain evidence of delivery of, and the name of the person accepting, the Services or Deliverables as required by the Contract.

1.3.2 The Contractor must not issue an invoice which relates to Services or Deliverables which were provided to the Department (or an End User) more than three months before the date of the invoice.

1.4 Interest

If the Department does not pay the Contractor an amount payable by it under this Contract by the day it is due and payable, the Department must pay simple interest on the unpaid amount at the General Interest Charge Rate calculated in respect of each day from the day after the amount was due up to and including the day that payment is made in accordance with the formula set out below. Interest is only payable by the Department when the amount of the interest exceeds A\$10 and the Contractor has issued a Correctly Rendered Invoice in relation to the interest.

$$SI = UA \times GIC \times D$$

Where:

SI = simple interest amount;

UA = the unpaid amount;

GIC = General Interest Charge daily rate; and

D = the number of days from the day after payment was due and up to and including the day that payment is made.

"General Interest Charge Rate" means the Australian Taxation Office sourced General Interest Charge rate current at the due date of payment expressed as a percentage determined under section 8AAD of the *Taxation Administration Act 1953* (Cth) on the day payment is due, expressed as a decimal rate per day; and

"The day that payment is made" is the day when the Department's system generates a payment request into the banking system for payment to the Contractor.

SCHEDULE 3: (PERFORMANCE MEASURES)

1. In this Schedule 3 (Performance Measures):

Report means a written report that is to be provided by the Contractor to the Department that, unless specified otherwise, outlines the following:

- 1.1 The names of any person who took part in the execution of a component to the Requirement in Schedule 1 and what their role/s were;

In the circumstances of international security escort training or team lead training, the results for each person who took part in the training course and the overall outcome that training;

Part 1: Training

2. The Contractor must provide training in accordance with the Requirement under Schedule 1 (Statement of Requirement) and must provide the Department with the following:

s. 47G(1)(a)



SCHEDULE 4: (CONFIDENTIAL INFORMATION)

1. The following information is Confidential Information:

Information	Confidential to which Party (Contractor/Department)	Period for which the information is to be kept confidential
s. 47G(1)(a)	Contractor	Indefinitely – unless otherwise informed by the Contractor
	Contractor	Indefinitely – unless otherwise informed by the Contractor
	Contractor	Indefinitely – unless otherwise informed by the Contractor
	Contractor	Indefinitely – unless otherwise informed by the Contractor
	Contractor	Indefinitely – unless otherwise informed by the Contractor
	Contractor	Indefinitely – unless otherwise informed by the Contractor
	Contractor	Indefinitely – unless otherwise informed by the Contractor
	Contractor	Indefinitely – unless otherwise informed by the Contractor
	Contractor	Indefinitely – unless otherwise informed by the Contractor
	Department	Indefinitely – unless otherwise informed by the Department

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

SCHEDULE 5: (CHANGE PROCESS)

1. If the Department wants to vary this Contract:
 - 1.1 the Department must set out in writing the proposed variations (including the proposed date for implementation of the variations);
 - 1.2 within *seven days* after receiving the Department's request or within another period agreed by the Parties, the Contractor must respond in writing to the Department specifying what effect those variations will have on:
 - 1.2.1 the Contract Charges and Expenses;
 - 1.2.2 the provision of the Requirement, including any particular Deliverable;
 - 1.2.3 the Contractor's ability to perform its obligations under the Contract;
 - 1.2.4 the Contract; and
 - 1.2.5 any planning or transitional issues or activities needed to fully implement the proposed variations.
2. If the Contractor wants to vary this Contract, the Contractor must submit a variation request to the Department that sets out the proposed variations (including the proposed date for implementation of the variations) and specifying what effect those variations will have on the matters mentioned in clause 1.2 above.
3. Within *fourteen days* after receiving the Contractor's response under clause 1.2 or variation request under clause 2, or within another period agreed by the Parties, the Department must give the Contractor a Notice accepting or rejecting the variation.
4. If the Department rejects a proposed variation, the Department may request that the Contractor provide a further response under clause 1.2 or variation request under clause 2.
5. If the Department accepts a proposed variation it must give a Notice to the Contractor and the Parties must, as soon as practicable, execute all documents necessary to give effect to the agreed variation.

SCHEDULE 6: (MATERIAL)

1. Existing Contractor Material

s. 47G(1)(a)



s. 47G(1)(a)



2. Third Party Material

Not applicable

3. Other Auxiliary Material

Not applicable.

SCHEDULE 7: (ADDITIONAL RISK MANAGEMENT MEASURES)**1. Risk Management Plan**

The Contractor must:

- comply with, update, and implement the approved Risk Management Plan during the Term;
- perform its obligations under the Contract in a manner that facilitates identification, control, management and mitigation of risks in connection with this Contract, whether or not a risk is identified in that plan;
- provide the Department with information and documents describing the Risk Management Plan promptly on request by the Department;
- prepare and maintain a Risk Register; and
- report to the Department on the status of the Risk Management Plan, and any significant new or changed risks.

2. Business Continuity Plan

The Contractor must:

- comply with, update, and implement an approved Business Continuity Plan during the Term;
- provide information and documents describing the Business Continuity Plan promptly on request by the Department; and
- report to the Department on the status of the Business Continuity Plan, and any significant new or changed risks.

SCHEDULE 8: (COMMONWEALTH LAW AND POLICY REQUIREMENTS)

In providing the Requirement, the Contractor must comply with all Laws and the following Commonwealth policy requirements set out in this Schedule.

1. Australian Industry Participation Plan

Not applicable.

2. Workplace Gender Equality Act 2012 (Cth)

2.1 This clause 2 applies only to the extent that the Contractor is a 'relevant employer' for the purposes of the *Workplace Gender Equality Act 2012 (Cth)* (the WGE Act).

2.2 The Contractor must comply with its obligations, if any, under the WGE Act.

2.3 If the Contractor becomes non-compliant with the WGE Act during the Term of the Contract, the Contractor must notify the DIBP Project Officer.

2.4 If the Term of the Contract exceeds 18 months, the Contractor must provide a current letter of compliance within 18 months from the Commencement Date and following this, annually, to the DIBP Project Officer.

2.5 Compliance with the WGE Act does not relieve the Contractor from its responsibility to comply with its other obligations under the Contract.

3. The Contractor must comply with such other Commonwealth, State or Territory Laws relevant to anti-discrimination as may be relevant to the Contract, including but not limited to:

3.1 the *Disability Discrimination Act 1992 (Cth)*;

3.2 the *Racial Discrimination Act 1975 (Cth)*;

3.3 the *Sex Discrimination Act 1984 (Cth)*; and

3.4 the *Age Discrimination Act 2004 (Cth)*.

APS Values

4. The Contractor must ensure that all of its Personnel engaged in providing the Requirement comply with the APS Values and Code of Conduct while at the Department premises and while liaising with the Department Personnel or members of the public in connection with the provision of the Requirement. In this paragraph 4 and 5 "APS Values" and "Code of Conduct" have the same meaning as they have in the *Public Service Act 1999 (Cth)*.

5. The Contractor must provide all reasonable assistance to the Department with any investigation of a report of a breach of the APS Code of Conduct.

Australian Packaging Covenant

6. In the provision of the Requirement, the Contractor must endeavour to design and use packaging that is more resource efficient and more recyclable, in accordance with the

principles embedded in the Sustainable Packaging Guidelines available at <http://www.packagingcovenant.org.au>.

Freedom of Information

7. If an application is made to the Department under the *Freedom of Information Act 1982* (Cth) for access to documents concerning the Contractor, the Department:
 - 7.1 may, before making a decision, consult with the Contractor, without prejudice to any decision to release the information; and
 - 7.2 must determine the application in accordance with the requirements of the *Freedom of Information Act 1982* (Cth).
8. The Contractor acknowledges that this Contract is a Commonwealth Contract, and that clause 40 will apply.

Ombudsman

- 12A The Contractor acknowledges that, if the Contractor is a Commonwealth service provider under a Commonwealth Contract, the Commonwealth Ombudsman has power to conduct an investigation including the power to enter the Contractor's premises.

Fraud

9. The Contractor must comply with the Commonwealth Fraud Control Guidelines, as amended from time to time at <http://www.ag.gov.au/Fraudcontrol/Pages/CommonwealthFraudControlGuidelines2011.aspx>.
10. The Contractor must Notify the Department immediately if it knows or has reason to suspect that any fraud has occurred or is occurring or is likely to occur in relation to this Contract (including by the Contractor, its Personnel and Subcontractors).

Illegal Workers

11. In clauses 12 to 14:
 - 11.1 **Illegal Worker** means a non-citizen who:
 - 11.1.1 does not hold a valid visa and who performs Work in Australia; or
 - 11.1.2 holds a valid visa and who performs Work in Australia in breach of a visa condition that:
 - 11.1.2.1 prohibits him or her from working in Australia; or
 - 11.1.2.2 restricts the Work that he or she may perform in Australia.

Work means any work, whether for reward or otherwise.

For more information refer to "Australian Immigration Guide to Work Entitlements" available at: <http://www.immi.gov.au/employers>.

12. The Contractor must not engage Illegal Workers in any capacity to carry out any Work under or in connection with this Contract and must Notify the Department immediately it becomes aware of the involvement of an Illegal Worker in such Work.
13. The Contractor must remove, or cause to be removed, any Illegal Worker from any involvement in performing its obligations under this Contract (including if engaged by a Subcontractor) and arrange for their replacement at no cost to the Department and immediately upon becoming aware of the involvement of the Illegal Worker.
14. If requested in writing by the Department, the Contractor must provide evidence within 14 days that it has taken all reasonable steps to ensure that it has complied and is complying with its obligations in respect of Illegal Workers.

Indigenous Procurement Policy

15. It is Commonwealth policy to stimulate Indigenous entrepreneurship and business development, providing Indigenous Australians with more opportunities to participate in the economy (see Indigenous Procurement Policy, 1 July 2015 for further information).
16. The Contractor must use its reasonable endeavours to increase its:
 - 16.1.1 Purchasing from Indigenous enterprises; and
 - 16.1.2 Employment of Indigenous Australians,

in the delivery of the Goods and/or Services, [including as specified in the Statement of Requirement].
17. Purchases from Indigenous enterprises may be in the form of engagement of an Indigenous enterprise as a subcontractor, and use of Indigenous suppliers in the Tenderer's supply chain.
18. Without limiting paragraph 16 above, the Contractor must comply with the Indigenous Participation Plan.
19. The Contractor must provide a written report on its compliance with the Indigenous Participation Plan to the Department:
 - 19.1.1 At least once every quarter during the term; and
 - 19.1.2 Within five [5] Business Days after the end of the term (End of Term Report).

The End of Term Report must identify whether the Contractor met the mandatory minimum requirements and complied with the Indigenous Participation Plan.

If the Contractor did not comply with the Indigenous Participation Plan it must provide an explanation for its non-compliance.
20. If the Department considers, in its absolute discretion at any time during the term, that it has concerns in relation to the Contractor's:
 - (i) compliance with the Indigenous Participation Plan; or
 - (ii) overall ability to meet the mandatory minimum requirements as set out in the Indigenous Participation Plan,

the Department may request the Contractor to provide additional detail in relation to its implementation of and overall ability to comply with the Indigenous Participation Plan. The Contractor must comply with all reasonable directions issued by the Department in relation to the Contractor's implementation of the Indigenous Participation Plan.

21. Without limiting its other rights under the Contract or at law, any material failure by the Contractor to:

21.1.1 Implement the Indigenous Participation Plan; or

21.1.2 comply with a direction issued by the Department under clause 20,

will be a breach of this Contract, and the Department may terminate this Contract in accordance with clause 44.

22. Notwithstanding any other clause of this Contract, the Contractor acknowledges and agrees that the reports it submits under clause 19:

22.1.1 Will be recorded in a central database that is able to be accessed by Commonwealth entities and may be made publicly available;

22.1.2 Will not be considered to be Contractor Confidential Information; and

22.1.3 May be used by Commonwealth entities for any purpose, including for evaluation of an offer to provide Goods and / or Services to a Commonwealth entity.

Public Interest Disclosure

23. The Contractor must ensure that it complies with its obligations under the *Public Interest Disclosure Act 2013*.

24. In particular, without limiting clause 27, the Contractor must ensure that its Personnel are aware that they can make a public interest disclosure, within the meaning of the *Public Interest Disclosure Act 2013* (Cth), to one of the Department's authorised officers.

Work Health and Safety

25. In clauses 26 to 28 below:

25.1 **Act** means the *Work Health and Safety Act 2011* (Cth).

25.2 **Person Conducting a Business or Undertaking (PCBU)** as defined by the Act means a person conducting a business or undertaking:

25.2.1 whether the person conducts the business or undertaking alone or with others; and

25.2.2 whether or not the business or undertaking is conducted for profit or gain.

26. The Contractor must ensure that the Requirement is provided in a manner that does not pose any avoidable health or safety risk to the Contractor's Personnel, to the Department's Personnel or to any other person.
27. Without limiting in any way the work health and safety obligations that the Contractor has under this Contract, including those that apply due to the operation of Commonwealth and State or Territory Laws, the Contractor must:
 - 27.1 ensure that a PCBU meets the primary duty of care requirements of section 19 of the Act or corresponding State or Territory legislation;
 - 27.2 ensure the regulator is notified immediately after a notifiable incident has occurred in accordance with section 38 of the Act or corresponding State or Territory legislation; and
 - 27.3 notify the Department of:
 - 27.3.1 any work related injury that causes death or serious personal injury;
 - 27.3.2 any notifiable incident as defined at sections 35, 36 and 37 of the Act, or corresponding State or Territory legislation; and
 - 27.3.3 each occasion it reports to, or notifies, a regulatory authority of a notifiable incident authority under the Act, the *Occupational Health and Safety Act 2004* (Vic), the *Occupational Health and Safety Regulations 2007* (Vic), the *Occupational Health, Safety and Welfare Act 1986* (SA), or the *Occupational Health, Safety and Welfare Regulations 2010* (SA),

within one (1) Business Day after the incident has occurred or within two (2) hours if the injury causes death.
28. At the Department's request, the Contractor must provide reasonable assistance to the Department or Comcare (including giving the Department, Comcare and their agents access to the Contractor's premises, files, information technology systems and Personnel) in connection with any monitoring, inspection, investigation or audit of work health and safety matters arising in relation to the provision of the Requirement.

Multicultural Access and Equity

- 28.1 The Contractor acknowledges that the Australian Government's Multicultural Access and Equity Policy applies to the provision of the Services under this Contract and will comply with this policy.

SCHEDULE 9: (INSTRUMENT OF ACCEPTANCE)

Not Applicable.

SCHEDULE 10: (FINANCIAL SECURITY)

Not Applicable

SCHEDULE 11: (LIQUIDATED DAMAGES)

Not Applicable

**SCHEDULE 12: (INDIGENOUS PARTICIPATION
PLAN)**

Not Applicable



14 October 2016

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

Managing Director
C5 Management Solutions
26-28 Napier Close
Deakin ACT 2600

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

Request for contract extension – Contract for International security Escort Training Services between the Commonwealth of Australia, as represented by the Department of Immigration and Border Protection, and C5 Management Solutions Pty Ltd

I am writing to seek your written agreement in accordance with clause 5.2 of the above Contract, to extend the Initial Term to 18 April 2017.

If you agree please sign below and return this letter to the department.

Yours sincerely

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

Director
Policy Group
Department of Immigration and Border Protection
14 October 2016

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

AGREED and SIGNED on behalf of C5
Management Solutions Pty Ltd (ACN
160158681 ABN 98160158681) acting by the
following persons, in accordance with s127 of
the Corporations Act 2001 (Cth):

.....
Signature of director

.....
Signature of director/company secretary

.....
Name of director (print)

.....
Name of director/company secretary (print)

.....
Date

.....
Date

AGREED and SIGNED for and on behalf of the
**COMMONWEALTH OF AUSTRALIA AS
REPRESENTED BY THE DEPARTMENT
OF IMMIGRATION AND BORDER
PROTECTION** (ABN 33 380 054 835) by its
duly authorised delegate:

.....
Signature of witness

.....
Signature of delegate

.....
Name of witness (print)

.....
Name of delegate (print)

.....
Date

.....
Position of delegate (print)

.....
Date



March 2016

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

Managing Director
C5 Crisis Management
26-28 Napier Close
ACT 2600

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

**Notice of Extension - Contract for International Security Escort Training Services
between the Commonwealth of Australia as represented by Department of Immigration
and Border Protection and C5 Management Solutions Pty Ltd**

I am writing to you in reference to the Contract between C5 Management Solutions Pty Ltd and the Department of Immigration and Border Protection, (the "Department") for the provision of International Security Escort Training Services. (the "Contract")

Under the terms and conditions of the Contract, the current end date of the Contract is 18 April 2016.

The Term of the Contract may be extended by the Department for a further period specified in Item 6 by giving Notice to C5 Management Solutions Pty Ltd, in accordance with clause 5.2 of the Contract.

The Option Period for an extension is for periods not exceeding six (6) months in aggregate as provided in Item 6, clause 5.2.

This letter serves Notice that the Department is exercising its Option Period to extend the Contract for six (6) months.

Subject to your agreement, the end date of the Contract is now 18 October 2016. We look forward to your reply.

Yours sincerely

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

Children, Community and Settlement Services Division
...23 / ...13 / 2016

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

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

From: s. 22(1)(a)(ii) c5cm.com.au>
Sent: Thursday, 15 September 2016 4:27 PM
To: s. 22(1)(a)(ii)>
Subject: RE: Contract, Insurance certificate [SEC=UNCLASSIFIED]
Attachments: C5 Management Solutions Pty Ltd CofC final.pdf; C5MS Workers Compensation.pdf

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

Find attached requested documents. Not sure why my name appeared on insured, however all fixed. 2 director company.

Tried to call. Can you give me a quick call when free.

Regards

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



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From: s. 22(1)(a)(ii) [mailto:s. 22(1)(a)(ii)@border.gov.au]
Sent: Thursday, 15 September 2016 4:01 PM
To: s. 22(1)(a)(ii)@c5cm.com.au; s. 22(1)(a)(ii)@c5cm.com.au>
Subject: Contract, Insurance certificate [SEC=UNCLASSIFIED]

for general project
 corro, updates &
 general interaction
 with C5

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

UNCLASSIFIED

s. 22(1)

Good progress on the contract today, I need to do some minor work then back to the lawyer. So maybe tomorrow for a draft.

s. 42(1)

- Also, can you provide a workers compensation certificate, with C5 as the insured entity not you in person. Thanks.

3. Also, can you advise if you are a one director company or two (or more). Thanks.

Give me a call if you need to discuss, but the legal folk were pretty happy with the contract, thanks

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

Director

International Division

Policy Group

Department of Immigration and Border Protection

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

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

E: s. 22(1)(a)(ii);@border.gov.au

UNCLASSIFIED

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Australian Government
Department of Immigration
and Border Protection

14 October 2016

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

Managing Director
C5 Management Solutions
26-28 Napier Close
Deakin ACT 2600

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

Request for contract amendment – Contract for International security Escort Training Services between the Commonwealth of Australia, as represented by the Department of Immigration and Border Protection, and C5 Management Solutions Pty Ltd

The Department wishes to extend the contract referred to above and as the first step in this extension, seeks your agreement to two amendments to the Contract that will change the contractual terms so that we can easily extend the term before the Contract expires.

By signing your agreement, you also agree that this letter complies with the process in clause 42 to vary the Contract.

- 1) Delete the following in clause 5.2:

'The Term of this Contract may be extended by the Department for further period(s), specified in Item 6 of the Contract Details (each an **Option Period**), on the terms and conditions then in effect, by giving Notice to the Contractor. Such Notice must be given:

5.2.1 at least thirty (30) days; or

5.2.2 if another period is specified in Item 6 of the Contract Details, that period,

Before the end of the then current Term.'

And replace with:

The Initial Term of this Contract may be extended on the terms and conditions then in effect, before the end of the then current term, by written agreement of the Parties.

- 2) Amend Item 6 of the Contract Details by deleting the following in the "Details" column:

- 2 -

'At the sole discretion of the Department, the Term may be extended by periods not exceeding six (6) months in aggregate, by written agreement of the parties'


And replace with

Not Used

Grateful your response agreeing to the contract amendment would you please sign your approval and return this letter to the Department.

Yours sincerely

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



Director
Policy Group
Department of Immigration and Border Protection
14 October 2016

- 3 -

AGREED and SIGNED on behalf of C5
Management Solutions Pty Ltd (ACN
160158681 ABN 98160158681) acting by the
following persons, in accordance with s127 of
the *Corporations Act 2001* (Cth):

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

Signature of director

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

Name of director (print)

14 October 2016

Date

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

Signature of director/company secretary

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

Name of director/company secretary (print)

14th October 2016

Date

AGREED and SIGNED for and on behalf of the
Commonwealth of Australia as represented by
the Department of Immigration and Border
Protection (ABN 33 380 054 835) by its duly
authorised delegate:

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

Signature of witness

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

Name of witness (print)

17 Oct 2016

Date

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

Signature of delegate

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

Name of delegate (print)

A/As Pacific & Transnational

Position of delegate (print)

17 Oct 2016

Date

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

From: s. 22(1)(a)(ii)
Sent: Monday, 19 September 2016 9:36 AM
To: s. 22(1)(a)(ii)
Subject: RE: Contract Draft [SEC=UNCLASSIFIED]

UNCLASSIFIED

Hi s.
22(1)

s. 42(1)

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under the *Freedom of Information Act 1982*

UNCLASSIFIED

From: s. 22(1)(a)(ii)
Sent: Monday, 19 September 2016 7:54 AM
To: s. 22(1)(a)(ii)
Subject: FW: Contract Draft [SEC=UNCLASSIFIED]

UNCLASSIFIED

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

Can we discuss the suggested changes below ASAP please? They certainly concur with our expectations. Thanks.

s. 22(1)(a)(ii)
Director
International Division
Policy Group
Department of Immigration and Border Protection
P: s. 22(1)(a)(ii)
M: s. 22(1)(a)(ii)
E: s. 22(1)(a)(ii)@border.gov.au

UNCLASSIFIED

From: s. 22(1)(a)(ii) [mailto:s.22(1)(a)(ii)@c5cm.com.au]
Sent: Sunday, 18 September 2016 3:43 PM
To: s. 22(1)(a)(ii)
Subject: RE: Contract Draft [SEC=UNCLASSIFIED]

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

We have gone through the contract, happy with all sections, however require 2 changes in Section 24.

24.2 The licence, is granted for the sole purpose to sublicense to the End User.

24.2.2 to be deleted, as the requirement for the handover of the IP is completion of the 4 phases of work, i.e. this clause could be interpreted....if the contract is terminated for convenience at any stage C5 are obliged to provide the licence. If the contract is terminated prior to the handover phase by the customer, the IP remains with C5.

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

Once changes are complete, we will sign tomorrow. Can you advise of timings and can arrange to be at Belconnen Office.

Regards

s. 22(1)

s. 22(1)(a)(ii) | Director Operations | C5 Crisis Management

Ph: +s. 22(1)(a)(ii) M s. 22(1)(a)(ii) | www.c5cm.com.au | E s. 22(1)(a) c5cm.com.au



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

From: s. 22(1)(a)(ii)
Sent: Monday, 19 September 2016 10:55 AM
To: s. 22(1)(a)(ii)
Subject: RE: Contract Draft [SEC=UNCLASSIFIED]
Attachments: C5 Contract - execution copy19Sep16.pdf

UNCLASSIFIED

UNCLASSIFIED

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

Attached is the Execution Version of the C5 contract.

I have made the changes to clause 24 and run a spell check.

I have protected the document with a password.

Kind regards

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

UNCLASSIFIED

UNCLASSIFIED

From: s. 22(1)(a)(ii)
Sent: Monday, 19 September 2016 10:44 AM
To: s. 22(1)(a)(ii)
Subject: FW: Contract Draft [SEC=UNCLASSIFIED]

UNCLASSIFIED

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

Good to go, thanks.

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

Director
 International Division
 Policy Group
 Department of Immigration and Border Protection
 P: s. 22(1)(a)(ii)
 M: s. 22(1)(a)(ii)
 E: s. 22(1)(a)(ii).@border.gov.au

UNCLASSIFIED

From: s. 22(1)(a)(ii) [mailto:pc5cm.com.au]
Sent: Monday, 19 September 2016 10:42 AM

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

To: s. 22(1)(a)(ii)
Subject: RE: Contract Draft [SEC=UNCLASSIFIED]

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

Those amendments are fine. We are right to execute today. As we are aiming this afternoon to try and secure the ATW in POM for the training.

Cheers

s. 22(1)

From: s. 22(1)(a)(ii) [mailto:s. 22(1)(a)(ii)@border.gov.au]
Sent: Monday, 19 September 2016 10:35 AM
To: s. 22(1)(a)(ii) c5cm.com.au s. 22(1)(a)(ii) c5cm.com.au>
Subject: FW: Contract Draft [SEC=UNCLASSIFIED]

UNCLASSIFIED

s. 22(1)

Can you read the email below s. 42(1)

Many thanks.

s. 22(1)(a)(ii)
 Director
 International Division
 Policy Group
 Department of Immigration and Border Protection
 P: s. 22(1)(a)(ii)
 M: s. 22(1)(a)(ii)
 E: s. 22(1)(a)(ii)@border.gov.au

UNCLASSIFIED

From: s. 22(1)(a)(ii)
Sent: Monday, 19 September 2016 9:36 AM
To: s. 22(1)(a)(ii)
Subject: RE: Contract Draft [SEC=UNCLASSIFIED]

UNCLASSIFIED

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

s. 42(1)



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under the *Freedom of Information Act 1982*

UNCLASSIFIED

From: s. 22(1)(a)(ii)
Sent: Monday, 19 September 2016 7:54 AM
To: s. 22(1)(a)(ii)
Subject: FW: Contract Draft [SEC=UNCLASSIFIED]

UNCLASSIFIED

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

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s. 22(1)(a)(ii)
Director
International Division
Policy Group
Department of Immigration and Border Protection
P: s. 22(1)(a)(ii)
M: s. 22(1)(a)(ii)
E: s. 22(1)(a)(ii)@border.gov.au

UNCLASSIFIED

From: s. 22(1)(a)(ii) [mailto:s. 22(1)(a)(ii)]
Sent: Sunday, 18 September 2016 3:43 PM
To: s. 22(1)(a)(ii)
Subject: RE: Contract Draft [SEC=UNCLASSIFIED]

s. 22(1)(a)(i)

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24.2 The licence, is granted for the sole purpose to sublicense to the End User.

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under the Freedom of Information Act 1982

24.2.2 to be deleted, as the requirement for the handover of the IP is completion of the 4 phases of work, i.e. this clause could be interpreted....if the contract is terminated for convenience at any stage C5 are obliged to provide the licence. If the contract is terminated prior to the handover phase by the customer, the IP remains with C5.

Once changes are complete, we will sign tomorrow. Can you advise of timings and can arrange to be at Belconnen Office.

Regards

s. 22(1)

s. 22(1)(a)(ii) | Director Operations | C5 Crisis Management

Ph: +s. 22(1)(a)(ii) M: s. 22(1)(a)(ii) | www.c5cm.com.au | E: s. 22(1)(a) c5cm.com.au



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From: s. 22(1)(a)(ii)
To: s. 22(1)(a)(ii); [Regional Returns and Removals](#)
Subject: RE: Request to extend C5 contract for a further 6 months [SEC=UNOFFICIAL]
Date: Monday, 28 March 2016 7:51:30 AM
Attachments: [image004.jpg](#)
[image005.jpg](#)
[image006.png](#)
[image001.jpg](#)

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

I depart for PNG tomorrow, looking forward to meeting with s. 22(1)(a)(ii) if possible.

s. 47G(1)(a)

Kind Regards

s. 22(1)

s. 22(1)(a)(ii) | Director Operations | C5 Crisis Management

Ph: s. 22(1)(a)(ii) M: s. 22(1)(a)(ii) | www.c5cm.com.au | E: s. 22(1)(a)(ii)@c5cm.com.au

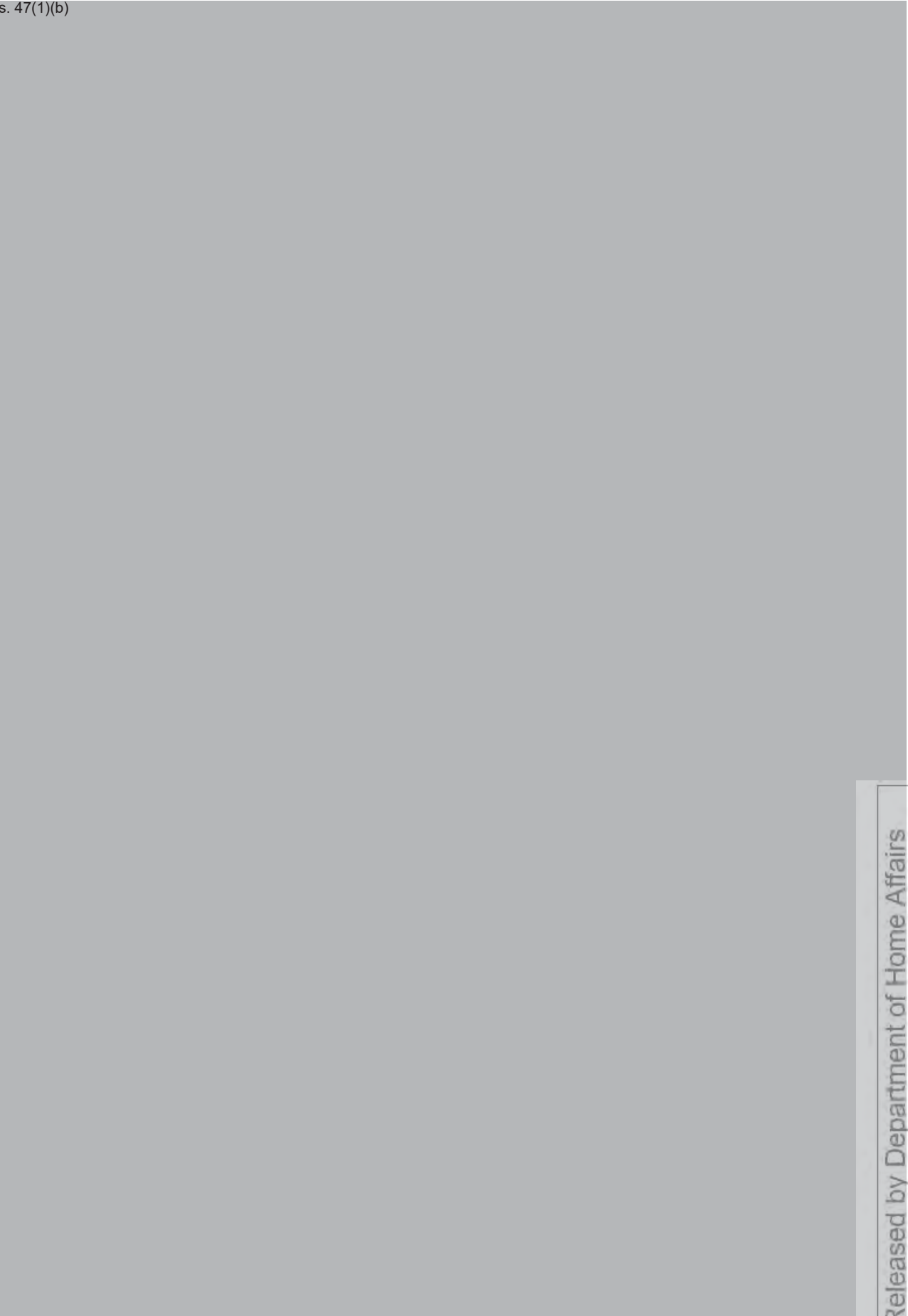


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From: s. 22(1)(a)(ii) @c5cm.com.au]
Sent: Thursday, 24 March 2016 3:02 PM
To: s. 22(1)(a)(ii) @border.gov.au>; 'Regional Returns and Removals'
 <s. 47E(d) @border.gov.au>
Subject: RE: Request to extend C5 contract for a further 6 months [SEC=UNOFFICIAL]

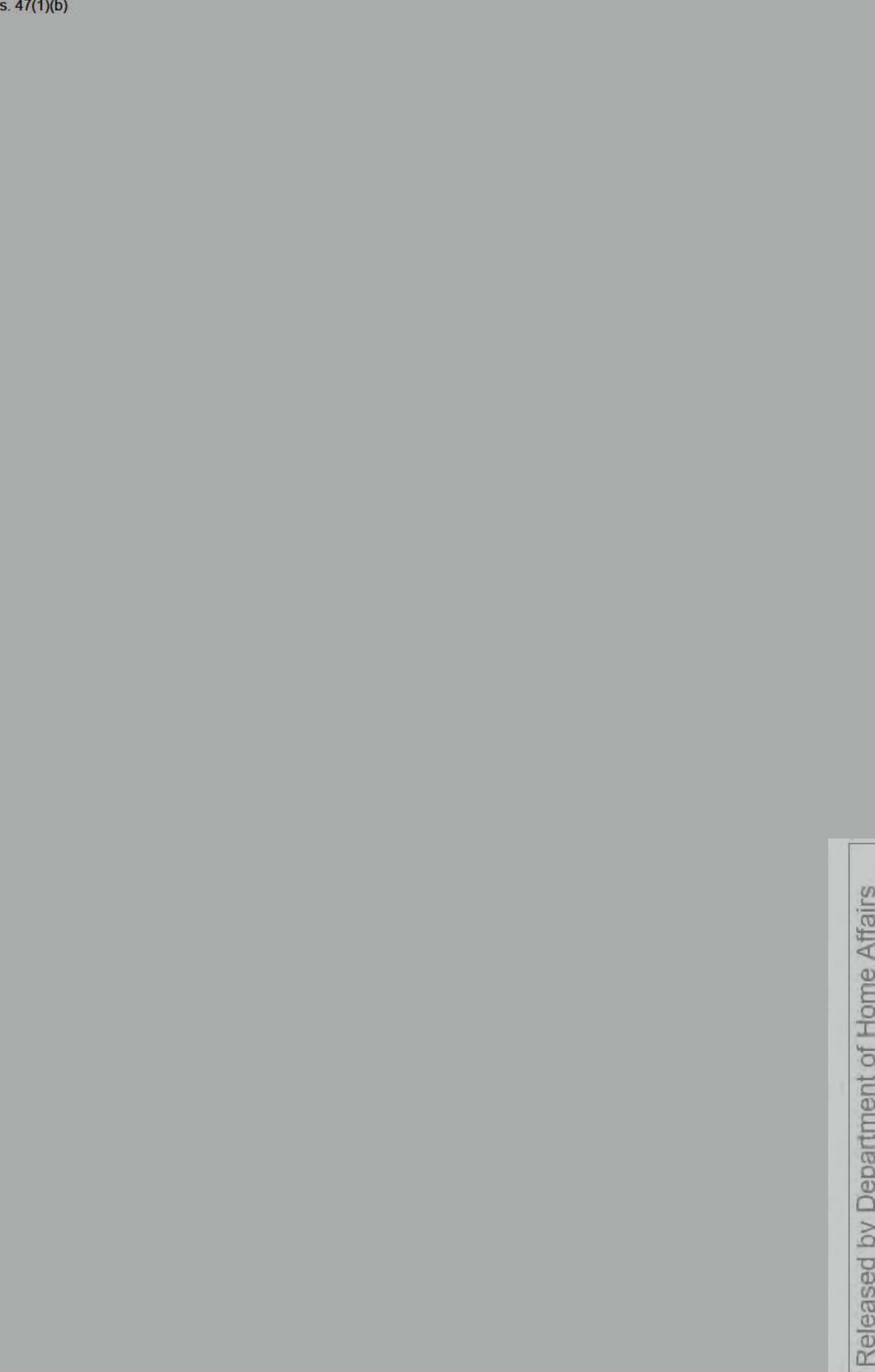
s. 22(1)(a)(ii)

s. 47(1)(b)



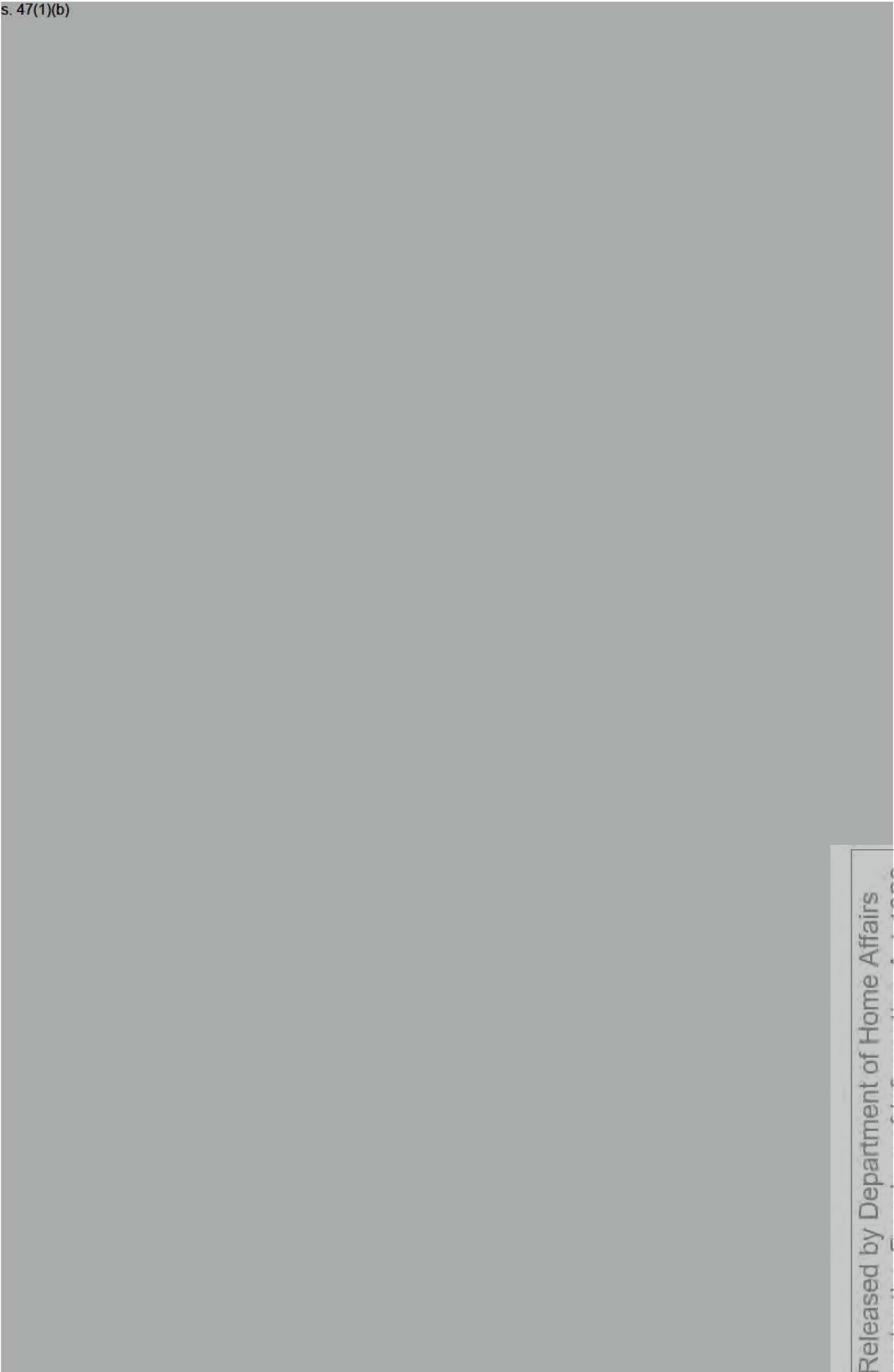
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under the *Freedom of Information Act 1982*

s. 47(1)(b)



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

s. 47(1)(b)



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

s. 47G(1)(a)

More than happy to discuss any aspect.

Kind Regards

s. 22(1)

s. 22(1)(a)(ii) | Director Operations | C5 Crisis Management

Ph: s. 22(1)(a)(ii) M s. 22(1)(a)(ii) | www.c5cm.com.au | E: s. 22(1)(a)(ii) c5cm.com.au



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From: s. 22(1)(a)(ii) [[mailto:s. 22\(1\)\(a\)\(ii\)@border.gov.au](mailto:s. 22(1)(a)(ii)@border.gov.au)]

Sent: Thursday, 24 March 2016 12:22 PM

To: s. 22(1)(a)(ii) [s. 22\(1\)\(a\)\(ii\)@border.gov.au](mailto:s. 22(1)(a)(ii)@border.gov.au); Regional Returns and Removals

s. 47E(d) [s. 22\(1\)\(a\)\(ii\)@border.gov.au](mailto:s. 22(1)(a)(ii)@border.gov.au)

Subject: RE: Request to extend C5 contract for a further 6 months [SEC=UNOFFICIAL]

UNOFFICIAL

s. 22(1)

Thanks for your prompt reply.

s. 47G(1)(a)

Many thanks

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

Director, Regional Returns and Removals Section

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

Regional Processing and Settlement Section | Children, Community and Settlement Services Division
 Support Group
 Australian Border Force
 P: s. 22(1)(a)(ii) | M: s. 22(1)(a)(ii)
 E: s. 22(1)(a)(ii) [border.gov.au](mailto:s.22(1)(a)(ii)@border.gov.au)

UNOFFICIAL

From: s. 22(1)(a)(ii) [c5cm.com.au](mailto:s.22(1)(a)(ii)@c5cm.com.au)
Sent: Thursday, 24 March 2016 12:14 PM
To: Regional Returns and Removals
Cc: s. 22(1)(a)(ii) S
Subject: RE: Request to extend C5 contract for a further 6 months [SEC=UNOFFICIAL]

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

Many thanks for the meeting today. I can confirm agreement with extension. Once I receive requirements for recertification will send through quote.

Regards

s. 22(1)(a)(ii) Director Operations | C5 Crisis Management
 Ph: s. 22(1)(a)(ii) M: 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)



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From: Regional Returns and Removals [\[mailto:s.47E\(d\)@border.gov.au\]](mailto:s.47E(d)@border.gov.au)
Sent: Tuesday, 22 March 2016 2:06 PM
To: s. 22(1)(a)(ii) [s.22\(1\)\(a\)\(ii\)@border.gov.au](mailto:s.22(1)(a)(ii)@border.gov.au)
Cc: Regional Returns and Removals s. 47E(d) [s.47E\(d\)@border.gov.au](mailto:s.47E(d)@border.gov.au)
Subject: RE: Request to extend C5 contract for a further 6 months [SEC=UNOFFICIAL]

UNOFFICIAL

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

As discussed, the department would like to extend the C5 contract for a further 6 months, making the new end date 18 October 2016.
 Please find attached the Notice of Extension letter for your approval. Approval can be via return email, no formal letter is required.

Also, when will you be in the city next? Are you available to catch up with s. 22(1)(a)(ii) and

myself?

Regards,

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

Regional Returns & Removals

Australian Border Force

Department of Immigration and Border Protection

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

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



UNOFFICIAL

From: s. 22(1)(a)(ii) @c5cm.com.au]

Sent: Tuesday, 8 March 2016 5:30 PM

To: Regional Returns and Removals

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

Subject: RE: Request to extend C5 contract for a further 6 months [SEC=UNOFFICIAL]

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

Many thanks for email. I agree with extension, it would be helpful from a logistics perspective to complete the training in possible April/May.

Regards

s. 22(1)

s. 22(1)(a)(ii) | Director Operations | C5 Crisis Management

M: s. 22(1)(a)(ii) | www.c5cm.com.au | E: s. 22(1)(a)(ii) 5cm.com.au



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From: Regional Returns and Removals [mailto:s. 47E(d) @border.gov.au]

Sent: Tuesday, 8 March 2016 12:38 PM

To: s. 22(1)(a)(ii) 5cm.com.au

Cc: s. 22(1)(a)(ii) @border.gov.au; Regional Returns and Removals

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under the Freedom of Information Act 1982

<r[s. 47E(d)] [REDACTED]@border.gov.au>

Subject: Request to extend C5 contract for a further 6 months [SEC=UNOFFICIAL]

UNOFFICIAL

Good afternoon [REDACTED] s. 22(1)(

Since finalising the C5 International Security Escort Training Contract on 18 December 2015 and as discussed with [REDACTED] s. 22(1)(a)(ii) s. 33(a)(iii)

Given the current contract (as it stands) is due to expire on 18 April 2016, would you be comfortable in agreeing to extend the contract to 18 October 2016?

If so, please reply and we will arrange a Notice of Extension letter ASAP.

Regards,

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

Regional Returns & Removals

Australian Border Force

Department of Immigration and Border Protection

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

E: s. 22(1)(a)(ii) [REDACTED]@border.gov.au



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