

REVISED ORDER FOR LEGAL SERVICES – D24062 – MADDOCKS ADVISING ON RAMIFORM-RELATED PROCUREMENTS

This Order is made in accordance with the Legal Services Multi Use List Deed and needs to be read in conjunction with that document, and the terms of the parcelling arrangement between the Department and Maddox, and any attachments to this Order.

s22(1)(a)(ii)

Maddocks
40 Macquarie Street, Barton, ACT 2600

Email: s22(1)(a)(ii)

Sent via email: s22(1)(a)(ii)

Insert name of Agency	Department of Immigration and Border Protection ('the Department' or 'the Agency')
Agency file reference	D24062
Order Number	
Agency Project Officer (Instructing Officer)	<p>s22(1)(a)(ii) Principal Lawyer/Director Commercial Law Team A Commercial and Employment Law Branch</p> <p>s22(1)(a)(ii) A/g Principal Lawyer/Director, Commercial and Employment Law Branch</p>
Work specification for Legal Services	<p>The Service Provider will undertake to provide legal advice to the Department in relation to Ramiform-related procurements.</p> <p>All Specified Personnel must:</p> <ul style="list-style-type: none"> a) be admitted as a legal practitioner of the High Court or a Supreme Court of a State or Territory; b) have and maintain at least a current restricted practising certificate with the Law Society of the Australian Capital Territory; and d) provide legal services efficiently and to a high professional standard. <p>The Specified Personnel must comply with all reasonable directions of the Agency Project Officer, including directions relating to work health and safety matters whilst onsite, security and other workplace policies as the Agency notifies any of the Specified Personnel.</p>
Commencement Date	18 August 2017
Order Term	The Commencement Date until 28 February 2018.
Timeframes/ Milestones	Not applicable.
Specified Personnel	s22(1)(a)(ii) (Partner)

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	<p>s22(1)(a)(ii) (Graduate)</p> <p>s22(1)(a)(ii) (Graduate)</p>
Location	<p>6 Chan Street Belconnen ACT 2617</p>
Terms and Conditions	<p>The Contract Terms and Conditions as set out in Schedule 4 of the parcelled Legal Services Multi-Use List Deed apply to this Contract.</p> <p>The following terms and conditions will also apply:</p> <p><u>Secrecy</u></p> <p>The Specified Personnel should be aware of the effect of Part 6 of the <i>Australian Border Force Act 2015</i> (Cth) as well as sections 70 and 79 of the <i>Crimes Act 1914</i> (Cth) dealing with official information and official secrets respectively.</p> <p><u>Fees</u></p> <p>If in the course of performing the Ordered Services the Service Provider anticipates that the fees and disbursements in respect of this Contract will exceed any estimate provided in respect of the Contract, it must inform the Agency Project Officer no later than when the amount of the fees and disbursements reaches 80% of the amount of the estimate and seek approval for the increase to be incorporated into a new estimate.</p> <p><u>Invoices (see Schedule 2 Item B to the parcelled LSMUL Deed)</u></p> <p>Tax invoices must be correctly addressed to:</p> <p style="padding-left: 40px;">Legal Services Division Department of Immigration and Border Protection 6 Chan Street CANBERRA CITY ACT</p> <p>and emailed to: legalinvoices@border.gov.au</p> <p>Tax invoices must also be itemised, be identified as a Tax Invoice, and include the following information:</p> <ol style="list-style-type: none"> a) a description of the relevant services under this Contract (and date provided) and the Specified Personnel who provided the services; b) details of fees, costs and disbursements and the items to which they relate (including details of any applicable disbursements paid, the date paid and the basis for the claim for disbursements); c) the number and title of this Contract; d) the Service Provider's name and ABN; e) the Agency's name and address; f) the total amount payable (including GST) and the amount of GST included in the invoice value (if any);

- g) the name of the Agency Project Officer; and
- h) the date of issue of the invoice.

The Agency will not pay any disbursements under this Contract including expert reports, counsel fees, court fees and travel and accommodation expenses unless they have been pre-approved in writing by the Agency Project Officer.

Items supplied by Agency

Not Applicable.

Work Health and Safety

The parties acknowledge their legal duties in relation to work health and safety matters under the *Work Health and Safety Act 2011 (Cth)* and related legislation and in particular their duty to consult under section 46 of that Act. The parties will, so far as is reasonably practicable, consult, cooperate and coordinate on work health and safety issues where Specified Personnel are required onsite pursuant to this Order.

Legal Practising Certificate

The Specified Personnel must provide the Agency Project Officer with a copy of the current practising certificates with the Law Society of the Australian Capital Territory, on request.

Termination

If the Service Provider is at any time unable to provide the Services as required by this Contract, or the Service Provider is unable to provide replacement Specified Personnel suitable to the Agency, then the Agency may terminate this Contract under clause 9.2 of the Default Terms.

Fees, Charges and Disbursements

s47

	s47										
Commonwealth Material	As may be provided by the Agency.										
Existing Material	As may be provided by the Service Provider.										
Contract Material	Legal advices and related material.										
Confidential Information	<table border="1"> <tr> <th>Agency Confidential information</th><th>Period of Confidentiality</th></tr> <tr> <td>Security Classified Information</td><td>Indefinitely</td></tr> </table> <table border="1"> <tr> <th>The Service Provider's Confidential information</th><th>Period of Confidentiality</th></tr> <tr> <td>Information on the Service Provider's performance</td><td>Indefinitely</td></tr> <tr> <td>List Rates (excluding the total value of the Contract)</td><td>Indefinitely</td></tr> </table>	Agency Confidential information	Period of Confidentiality	Security Classified Information	Indefinitely	The Service Provider's Confidential information	Period of Confidentiality	Information on the Service Provider's performance	Indefinitely	List Rates (excluding the total value of the Contract)	Indefinitely
Agency Confidential information	Period of Confidentiality										
Security Classified Information	Indefinitely										
The Service Provider's Confidential information	Period of Confidentiality										
Information on the Service Provider's performance	Indefinitely										
List Rates (excluding the total value of the Contract)	Indefinitely										
Additional Security requirements	<p>The Specified Personnel must have and maintain a minimum Baseline security clearance and, if required, an Employment Suitability Clearance (ESC).</p> <p>The Agency Project Officer will advise the Service Provider in writing if an ESC is required. If the Department requires an ESC but does not grant this clearance to the Specified Personnel, the Department may immediately terminate this Contract by written notice, at no additional cost or expense.</p>										
Agency Representative and address for Notices	<p><i>Name:</i> s22(1)(a)(ii)</p> <p><i>Title:</i> Director, Commercial Law Team A</p> <p><i>Physical and postal address:</i> 6 Chan Street, Belconnen ACT 2617</p> <p><i>Phone:</i> 02 s22(1)(a)(ii)</p> <p><i>Email:</i> s22(1)(a)(ii)</p>										
Agency Address for Invoices	s22(1)(a)(ii)										
Service Provider Representative and address for Notices	<p><i>Name:</i> s22(1)(a)(ii)</p> <p><i>Physical Address:</i> 40 Macquarie Street, Barton, ACT 2600</p> <p><i>Phone:</i> (02) s22(1)(a)(ii)</p> <p><i>Email:</i> s22(1)(a)(ii)</p>										

Approved for and on behalf of Commonwealth of Australia as represented by Department of
Immigration and Border Protection ABN 33 380 054 835 by s22(1)(a)(ii) on 26 October 2017.

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under the *Freedom of Information Act 1982*

Deed of Standing Offer

DEED OF STANDING OFFER FOR THE PROVISION OF LEGAL
ADVICE AND DISPUTE RESOLUTION AND LITIGATION SERVICES
(AS DESCRIBED HEREIN)

Maddocks ABN 63 478 951 337 of 40 Macquarie Street, Level 1, Barton ACT
2600 (the Service Provider)

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Parties

This Deed of Standing Offer is made between and binds the following parties:

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

Maddocks ABN 63 478 951 337 of 40 Macquarie Street, Level 1, Barton ACT 2600 (the Service Provider)

Recitals

This Deed of Standing Offer is made in the following context:

- The Lead Agency (and its Portfolio Agencies) may require the provision of Services by the Service Provider.
- The Lead Agency has established a Parcel for the provision of legal advice, Dispute Resolution and Litigation, and special counsel services. This Deed is for services described in Item A of Schedule 1 (Services). The Service Provider is one of the legal service providers for the Parcel.
- The parties have agreed that when the Service Provider receives an Order from the Agency, the Service Provider must provide the Services specified through the Order on the terms and conditions set out in this Deed.

1. OPERATIVE PROVISIONS

1. Interpretation

1.1. Definitions

1.1.1. In this Deed of Standing Offer, unless the context indicates otherwise:

Agency	means the Lead Agency or a Portfolio Agency;
Agency's Representative	means, in relation to an Agency, the person specified by name or position in the relevant Specific Agency Requirements or any substitute notified to the Service Provider by the Agency;
Australian Government Agency	means any Commonwealth department, agency or body subject to the <i>Public Governance, Performance and Accountability Act 2013</i> (PGPA Act) that is required by the Legal Services Directions, or elects, to procure legal services from the LSMUL; <i>Note: What constitutes an 'Agency' for the purposes of this definition may change if and when the Legal Services Directions are amended from time to time. Further guidance on Agencies required to procure legal services from the LSMUL is available at www.ag.gov.au/lsmul.</i>

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Business Day (in a place)	means a weekday other than a public holiday in the place specified or, if no place is specified, in the State or Territory specified as the applicable law in the Specific Agency Requirements, unless otherwise specified through the Order process;
Commencement Date	means the date specified in Item B.1;
Conflict	means any matter, circumstance, interest, or activity affecting the Service Provider, its personnel or subcontractors which may or may appear to impair the ability of the Service Provider to provide the Services to the Agency diligently and independently;
Contract	means a contract for the provision of the Services formed between a the Service Provider and an Agency by the Agency issuing an Order to the Service Provider in accordance with this Deed (Contract terms and conditions specified in Schedule 3 in this Deed);
Deed	means this Deed of standing offer dated 1 October 2016 in respect of the provision of Services;
End Date	means the date specified as such in Item B.2 including any Deed Extension Period;
Lead Agency	includes any department, agency or authority of the Commonwealth which is from time to time responsible for administering this Deed;
Lead Agency Representative	means the person specified by name or position in the Lead Agency's Specific Agency Requirements or any substitute notified to the Service Provider by the Agency;
Legal Services Directions	means the Commonwealth Attorney-General's Legal Services Directions issued under s 55ZF of the <i>Judiciary Act 1903</i> (Cth);
LSMUL	means the Legal Services Multi-Use List established by the Attorney-General's Department (as updated from time to time);
LSMUL Deed	means the Legal Services Multi-Use List Deed between the Commonwealth and the Service Provider including any schedules, attachments or documents incorporated by reference;
New Portfolio Agency	means an Australian Government Agency that is included in the scope of this Deed in accordance with clause 2.5;
Order	means an order issued by the Agency requesting the provision of specific Services by the Service Provider, in

	accordance with the process specified in the Specific Agency Requirements;
Ordered Services	has the meaning given to it in Schedule 3;
Parcel	means a parcel of services mentioned in the Recitals to this Deed;
Personnel	means: <ul style="list-style-type: none"> a. in relation to the Service Provider – any natural person who is an officer, partner, employee, agent or professional advisor of the Service Provider or of a contractor; and b. in relation to an Agency – any natural person, other than a person referred to in paragraph (a), who is an officer, employee, agent or professional advisor of the Agency;
Portfolio Agency	means the Australian Government Agencies listed in Item C of Schedule 1 and includes a New Portfolio Agency;
Pro Bono Work	has the same meaning as ‘pro bono legal services’ as defined in the National Pro Bono Aspirational Target Statement of Principles developed by the National Pro Bono Resource Centre, as at 1 September 2008;
Project Officer	means, in relation to an Agency, the person specified by name or position in the Order;
Services	means the services described in Item A of Schedule 1;
Service Agreement	means Item A and Item B of Schedule 1;
Specific Agency Requirements	means: <ul style="list-style-type: none"> a. in relation to the Lead Agency - those requirements specific to the Lead Agency specified in Schedule 2; b. in relation to a Portfolio Agency listed in Item C of Schedule 1 to which this Deed applies at the Commencement Date - those requirements specific to the Agency specified in the Specific Agency Requirements; and c. in relation to a New Portfolio Agency - those requirements specific to the Agency that are included with the Notice of Inclusion Form for the Agency;
Specified	means the personnel specified in Item E of Schedule 2;

Personnel	
Term	means the term of this Deed, being the period from the Commencement Date to the End Date including any Deed Extension Period;
Valid Reason	means, in respect of the rejection of an Order by the Service Provider: <ul style="list-style-type: none"> a. where the Service Provider would have a Conflict; b. where the Service Provider would have insufficiently skilled Personnel to perform the Services within the timeframes required by the Agency; c. where the delivery of services would conflict with the Service Provider's obligations under the LSMUL Deed; or d. any other reason accepted in writing by the Agency.

1.2. Interpretation

1.2.1. In this Deed, unless the contrary intention appears:

- a. words importing a gender include any other gender;
- b. words in the singular include the plural and words in the plural include the singular;
- c. clause headings are for convenient reference only and have no effect in limiting or extending the language of provisions to which they refer;
- d. words importing a person includes a partnership and a body whether corporate or otherwise;
- e. a reference to dollars is a reference to Australian dollars;
- f. a reference to any legislation or legislative provision includes any statutory modification, substitution or re-enactment of that legislation or legislative provision;
- g. if any word or phrase is given a defined meaning, any other part of speech or other grammatical form of that word or phrase has a corresponding meaning;
- h. a reference to an Item is a reference to an Item in Schedule 1 of this Deed;
- i. the Schedules and any attachments form part of this Deed;
- j. this Deed does not prevail over the terms and conditions specified in the LSMUL Deed;

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- k. if any conflict arises between the terms and conditions specified through an Order and the terms of a Contract or the terms of this Deed the following order of priority will apply:
 - i. the terms specified through the Order;
 - ii. the terms and conditions of a Contract, as set out in Schedule 3;
 - iii. the terms and conditions of this Deed excluding Schedules; then
 - iv. the other schedules to this Deed;
- l. a reference to the Schedule (or an attachment) is a reference to the Schedule (or an attachment) to this Deed, including as amended or replaced from time to time by agreement in writing between the parties;
- m. a reference to writing is a reference to any representation of words, figures or symbols, whether or not in a visible form; and
- n. unless the context indicates otherwise, terms have the same meaning as the terms set out at clause 1.1 of the LSMUL Deed.

1.3. Guidance on construction

- 1.3.1. The LSMUL Deed, this Deed and each Contract record the entire agreement between the parties in relation to their subject matter.
- 1.3.2. As far as possible all provisions of this Deed and any Contract will be construed so as not to be void or otherwise unenforceable.
- 1.3.3. If anything in this Deed or any Contract is void or otherwise unenforceable then it will be severed and the rest of the Deed or Contract remains in force.
- 1.3.4. A provision of this Deed or any Contract will not be construed to the disadvantage of a party solely on the basis that it proposed that provision.

1.4. Commencement

- 1.4.1. The terms of this Deed apply on and from the Commencement Date.
- 1.4.2. At the discretion of the Agency, the Term may be extended by the Agency for further period(s), specified in Item B. 3 of the Deed Details (Deed Extension Period), on the terms and conditions then in effect, by giving written notice to the Service Provider.
- 1.4.3. Such notice to extend the Term must be given at least 21 days, or other period agreed by the parties, before the end of the current Deed Term, unless stated otherwise at Item B.3 of the Deed Details.
- 1.4.4. Any extension in accordance with clause 1.4.3 takes effect from the end of the then current Deed Term.

1.5. Warranty

- 1.5.1. The Service Provider warrants for the duration of this Deed it is appointed to the LSMUL and is subject to the terms and conditions of the LSMUL Deed.

2. Formation of Contracts

2.1. Offer to provide Services

- 2.1.1. The Service Provider irrevocably offers to provide the Services as and when directed by an Agency by the issue to the Service Provider of an Order pursuant to this Deed.
- 2.1.2. The Service Provider's standing offer in clause 2.1.1 will remain open for acceptance by an Agency for the Term of this Deed and in accordance with this Deed.
- 2.1.3. The Service Provider acknowledges that it is one of a number of suppliers of the Parcel which may be requested by an Agency to provide Services.

2.2. Orders

- 2.2.1. Subject to clause 2.2.6 a Contract for the provision of the Services is not formed until an Agency issues an Order for the Services.
- 2.2.2. The Service Provider's standing offer in clause 2.1.1 will be accepted by an Agency each time the Agency issues an Order to the Service Provider in relation to specific Services to be performed by the Service Provider.
- 2.2.3. An Agency will specify through the Order the precise Services to be performed.
- 2.2.4. Subject to clause 2.2.6, each Order issued by an Agency in accordance with this Deed will create a separate Contract between the Agency and the Service Provider in relation to the provision of the Ordered Services specified in the Order.
- 2.2.5. The parties agree that the terms of each Contract will be those set out in Schedule 3.
- 2.2.6. The Service Provider may reject an Order for a Valid Reason.

2.3. Determining whether to place an Order

- 2.3.1. The Service Provider acknowledges that when an Agency requires services of the kind covered by this Deed, the Agency may, but is not obliged to, seek competitive quotes from the Service Provider and/or one or more other legal service providers on the LSMUL.
- 2.3.2. Whether an Agency will seek competitive quotes will be at the Agency's sole and absolute discretion.
- 2.3.3. If an Agency seeks competitive quotes the Agency may:
- a. seek quotes on a fixed price or other basis; and/or

- b. give suppliers (including the Service Provider) the opportunity to quote on the basis of the rates set out in their respective Deeds of Standing Offer.
- 2.3.4. The amount of a quote prepared by the Service Provider must be equal to or less than the amount that would be produced had the quote been calculated in accordance with Item D or, if varied by an Agency, then in accordance with the Specific Agency Requirements.
- 2.3.5. A Contract for the provision of any Services is not created until an Agency issues an Order in accordance with clause 2.2.
- 2.4. **Agency not bound to place Order with the Service Provider**
- 2.4.1. An Agency:
 - a. is not obliged to place any Order with the Service Provider or to request any volume of Services from the Service Provider; and
 - b. may at any time purchase or acquire services the same as, or similar to, the Services from another legal service provider on the LSMUL, on such terms and conditions as the Agency wishes.
- 2.5. **New Portfolio Agencies**
- 2.5.1. An Australian Government Agency that is not included in the scope of this Deed at the time of its execution becomes a Portfolio Agency to which this Deed applies at any time during the Term if:
 - a. the Lead Agency has notified the Service Provider in writing that the New Portfolio Agency is to be included in the scope of this Deed; and
 - b. the New Portfolio Agency has signed a Notice of Inclusion Form at Schedule 4.

3. Fees, Subcontractors and Personnel

3.1. Fees, allowances and costs

- 3.1.1. The fees, allowances and costs due to the Service Provider for performing the Ordered Services will be calculated in accordance with Item D of Schedule 1 or, if varied by an Agency, then in accordance with the Specific Agency Requirements.

3.2. Estimate of fees, allowances and costs

- 3.2.1. If requested by an Agency, the Service Provider must prepare, at no cost to the Agency and prior to any work being undertaken, an estimate for approval by the Agency. The estimate must be provided on the basis requested by the Agency. Estimates must be provided:
 - a. for routine matters – within one (1) day after agreeing the scope of work, and

- b. for complex matters – within two (2) days after agreeing the scope of work.
- 3.2.2. The Service Provider must warrant that its estimates are as accurate as is reasonably possible.
- 3.2.3. The amount of an estimate prepared by the Service Provider must be equal to or less than the amount that would be produced had the estimate been calculated in accordance with Item D of Schedule 1 or, if varied by an Agency, then in accordance with the Specific Agency Requirements.
- 3.2.4. If in the course of performing Ordered Services under a Contract, the Service Provider anticipates that the fees, allowances and costs in respect of that Contract will exceed any estimate provided in respect of that Contract, it must inform the Project Officer no later than when the amount of the fees, allowances and costs reaches 80 per cent of the amount of the estimate and seek approval for the increase to be incorporated into a new estimate.
- 3.2.5. The Service Provider must seek written approval from an Agency for any new estimate, setting out:
 - a. the reason for the new estimate, and
 - b. the amount of the new estimate.
- 3.2.6. Invoices for fees, allowances and costs which exceed the estimate (or where a new estimate has been agreed, the new estimate) will not be paid by an Agency unless the excess is approved in writing by the Agency.
- 3.2.7. An Agency may approve a new estimate at its sole and absolute discretion. An approval for a new estimate will be effective only if the Agency provides the approval in writing. Where a new estimate is not approved the parties will negotiate any reduction in the scope of the Ordered Services so that those Services can be provided within the original estimate.
- 3.3. **Superannuation**
- 3.3.1. The Deed is entered into on the understanding that an Agency is not required to make any superannuation contributions in connection with any Contract.
- 3.4. **Invoices and payment**
- 3.4.1. Invoices for Ordered Services must be submitted, together with any supporting documentation, in the manner specified in the Specific Agency Requirements for a particular Agency.
- 3.4.2. An Agency will make all payments specified in the relevant Specific Agency Requirements, unless otherwise specified by an Agency through the Order process.

3.5. Subcontractors

- 3.5.1. The Service Provider agrees not to subcontract the performance of any part of the Ordered Services without the Agency's prior written approval.
- 3.5.2. The Agency may impose any conditions it considers appropriate when giving its approval under clause 3.5.1.
- 3.5.3. The Service Provider agrees to make available to an Agency (if requested) details of all subcontractors engaged in the performance of the Ordered Services.
- 3.5.4. The Service Provider acknowledges, and must inform all subcontractors that, the Agency may publicly disclose the names of any subcontractors engaged in the performance of the Ordered Services.

3.6. Specified Personnel

- 3.6.1. Where Specified Personnel are nominated by an Agency through an Order process:
 - a. those Specified Personnel must be utilised by the Service Provider as specified through the Order process; and
 - b. those Specified Personnel must be charged out in the manner specified in the relevant Specific Agency Requirements.

4. Reporting and Performance Measurement

4.1. Reports

- 4.1.1. An Agency may from time to time request the Service Provider to provide reports (including financial reports) on the Services provided to the Agency.
- 4.1.2. If requested to provide a report, the Service Provider must comply with the time-frame specified in the request. If no time is specified, the report is to be provided within five (5) business days of the request.
- 4.1.3. Within 30 days of the end of the financial year, the Service Provider must provide an Agency with any reports it requests to enable the Agency to meet its reporting requirements under the Legal Services Directions.
- 4.1.4. The Service Provider must provide any reports required in the relevant Specific Agency Requirements.
- 4.1.5. During the Term of this Deed, the Service Provider must within thirty (30) days after the end of each financial year report to the Office of Legal Services Coordination within the Attorney-General's Department (OLSC) using the template approved from time to time by OLSC that specifies the matters to be reported, including the requirements to report on:
 - a. the total value of work undertaken for the Commonwealth of Australia by the Service Provider during that financial year; and

- b. the amount of Pro Bono Work undertaken by the Service Provider during that financial year.

4.2. Performance Measurement

- 4.2.1. An Agency will monitor the Service Provider's performance in delivering the Services by the use of any method of performance assessment from time to time, as the Agency, in its absolute discretion, deems appropriate, including any method set out in the relevant Specific Agency Requirements.
- 4.2.2. The Service Provider may conduct client satisfaction surveys in respect of the Services provided to an Agency, and agrees to work collaboratively with the relevant Agency Representative in developing an appropriate survey to meet the needs of the relevant Agency, including in respect of the timeframe and the participants.
- 4.2.3. The Service Provider acknowledges and agrees to an Agency collecting and using information as to the Service Provider's performance in provision of the Services to the Agency under this Deed and in disseminating that information to other Agencies within the Commonwealth in whatever form may be considered appropriate from time to time pursuant to clauses 2.1.2 and 6 of the LSMUL Deed.

5. Dispute resolution

- 5.1.1. Any disputes under this Deed will be resolved according to the dispute resolution processes provided for in clause 15 of the LSMUL Deed.

6. Liability

6.1. Proportionate liability regimes excluded

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

6.2. Indemnity

- 6.2.1. The Service Provider indemnifies an Agency from and against any:

- a. cost or liability incurred by the Agency;
- b. loss of or damage to property of the Agency; or
- c. loss or expense incurred by the Agency in dealing with any claim against it including legal costs and expenses on a solicitor/own client basis and the cost of time spent, resources used or disbursements paid by the Agency,

arising from either:

- d. a breach by the Service Provider of this Deed or any Contract; or

- e. an act or omission involving fault on the part of the Service Provider or its Personnel in connection with this Deed or any Contract.
- 6.2.2. The Service Provider's liability to indemnify an Agency under clause 6.2.1 will be reduced proportionately to the extent that any act or omission involving fault on the part of the Agency or its Personnel contributed to the relevant cost, liability, loss, damage or expense.
- 6.2.3. The right of an Agency to be indemnified under this clause 6.2 is in addition to, and not exclusive of, any other right, power or remedy provided by law, but the Agency is not entitled to be compensated in excess of the amount of the relevant cost, liability, loss, damage or expense.
- 6.2.4. This clause 6 survives the expiration or termination of this Deed or any Contract.

7. Termination of the Deed or an existing Contract

7.1. Termination for convenience

- 7.1.1. The Lead Agency may by notice, at any time and in its absolute discretion, terminate or reduce the scope of this Deed, or any existing Contract, immediately.

7.2. Termination for default

- 7.2.1. If the Service Provider fails to satisfy any of its obligations under this Deed, then the Lead Agency – if it considers that the failure is:
 - a. not capable of remedy – may, by notice, terminate this Deed immediately; or
 - b. capable of remedy – may, by notice require that the failure be remedied within the time specified in the notice and, if not remedied within that time, may terminate this Deed immediately by giving a second notice.
- 7.2.2. The Lead Agency may also by notice terminate, or reduce the scope of, this Deed or any existing Contract immediately (but without prejudice to any prior right of action or remedy which either party has or may have) if the Service Provider:
 - a. fails to comply with any requirement relating to the Legal Services Directions;
 - b. being a corporation – comes under one of the forms of external administration referred to in chapter 5 of the *Corporations Act 2001* (Cth), or has an order made against it for the purpose of placing it under external administration;
 - c. being an individual – becomes bankrupt or enters into a scheme of arrangement with creditors; or

- d. is terminated from participation in the LSMUL, resigns from the LSMUL or is subject to a reduction in the scope for participation in the LSMUL.

7.3. New Contracts

- 7.3.1. If this Deed is terminated in accordance with clause 7.1 or clause 7.2 the Service Provider may no longer participate, from the date of the termination, in the Parcel with respect to entering any new Contract to provide Legal Services to an Agency.

7.4. Existing Contracts

- 7.4.1. Termination of this Deed by the Lead Agency will have the effect of terminating only those Contracts specified, or reducing the scope of those Contracts specified, in a notice issued under clauses 7.1 or clause 7.2.

8. Notices

8.1. Format, addressing and delivery

- 8.1.1. A notice under this Deed or any Contract is only effective if it is in writing, and dealt with as follows:

- a. if given by the Service Provider to an Agency – addressed to the Agency's Representative at the address specified in the Agency's Specific Agency Requirements or as otherwise notified by the Agency; or
- b. if given by an Agency to the Service Provider – given by the Agency's Representative (or any superior officer of the Agency's Representative) and addressed (and marked for attention) as specified in the Agency's Specific Agency Requirements or as otherwise notified by the Service Provider.

- 8.1.2. A notice is to be:

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

8.2. When effective

- 8.2.1. A notice is deemed to be effected:

- a. if delivered by hand – upon delivery to the relevant address;
- b. if sent by post – upon delivery to the relevant address;
- c. if transmitted electronically – upon actual receipt by the addressee.

- 8.2.2. A notice received after 5.00 pm, or on a day that is not a Business Day in the place of receipt, is deemed to be effected on the next Business Day in that place.

9. General provisions

9.1. Insurance

- 9.1.1. The Service Provider agrees:
- a. to effect and maintain the insurance specified in Item E of Schedule 1; and
 - b. on request by an Agency, to provide proof of insurance acceptable to the Agency.
- 9.1.2. This clause 9.1 continues in operation for a period of seven (7) years after the expiration or termination of this Deed.

9.2. Conflict of interest

- 9.2.1. The Service Provider warrants that, to the best of its knowledge after making diligent inquiry, at the Commencement Date no Conflict, except as disclosed in writing to an Agency, exists or is likely to arise in the performance of the Services.
- 9.2.2. The Service Provider must use its best endeavours (including making all appropriate enquiries) during the Term to ensure that:
- a. a situation does not arise which may result in a Conflict; and
 - b. any Personnel of the Service Provider does not engage in any activity or obtain any interests likely to conflict with or restrict the Service Provider in providing Services to an Agency fairly and independently.
- 9.2.3. If, during the period of this Deed a Conflict arises, or appears likely to arise, the Service Provider agrees:
- a. to notify the relevant Agency immediately;
 - b. to make full disclosure of all relevant information relating to the Conflict; and
 - c. to take any steps the relevant Agency reasonably requires to resolve or otherwise deal with the Conflict.

9.3. Co-operation

- 9.3.1. The parties intend to conduct themselves for the purposes of the performance of this Deed and each Contract in the spirit of co-operation and good faith. For avoidance of doubt, the spirit of co-operation and good faith does not override or limit the provisions of this Deed or any Contract.
- 9.3.2. An Agency will co-operate with the Service Provider by:

- a. making available, as reasonably requested by the Service Provider, management decisions and information that is necessary for the Service Provider to provide the Ordered Services, and
- b. setting priorities for the Ordered Services.

9.3.3. The Service Provider must co-operate with any other service provider appointed by an Agency (including an Agency when it is providing services similar to or related to the Services in-house) to ensure the integrated and efficient carrying on of the Agency's operations and must provide such reasonable assistance to other service providers as the Agency may reasonably request, and at no additional cost to the Agency.

9.3.4. To ensure maximum efficiency in the delivery of Ordered Services, where an Agency provides services in-house, the Agency will co-operate with the Service Provider and where the Agency uses another service provider, the Agency will use its reasonable endeavours to ensure that that service provider co-operates with the Service Provider.

9.4. Relationship of parties

9.4.1. The Service Provider is not by virtue of this Deed or any Contract an officer, employee, partner or agent of an Agency, nor does the Service Provider have any power or authority to bind or represent an Agency.

9.4.2. The Service Provider agrees:

- a. not to misrepresent its relationship with an Agency;
- b. not to engage in any misleading or deceptive conduct in relation to the Services; and
- c. for the term of this Deed and for a period of three (3) months thereafter, not knowingly directly or indirectly solicit for employment, any of the Agency's Personnel who have legal expertise and work as a legal officer and have done or are doing work for the Agency in migration law, litigation or dispute resolution, without the prior written consent of the Agency.

9.5. Waiver

9.5.1. A failure or delay by a party to exercise any right or remedy it holds under this Deed or any Contract at law does not operate as a waiver of that right.

9.5.2. A single or partial exercise by a party of any right or remedy it holds under this Deed or any 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.

9.6. Variation

9.6.1. The terms of this Deed may not be varied unless:

- a. the Lead Agency has consulted all of the Agencies concerning the proposed variation; and
- b. the Lead Agency and the Service Provider have agreed to that variation in writing.

9.6.2. A Portfolio Agency and the Service Provider may not vary the terms set out in Schedule 3 without the written consent of the Lead Agency. Any such variation is effective only with respect to the relationship between the Portfolio Agency that has agreed to the variation and the Service Provider.

9.6.3. The Specific Agency Requirements and a Contract may be varied by agreement of the relevant Agency and the Service Provider in writing. Any such variation is effective only with respect to the relationship between the Agency that has agreed to the variation and the Service Provider.

9.7. Assignment

9.7.1. The Service Provider cannot assign its obligations, and agrees not to assign its rights, under this Deed or any Contract without the Lead Agency's prior written approval.

9.8. Survival

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

- a. licensing of Intellectual Property;
- b. confidentiality;
- c. privacy;
- d. books and records;
- e. audit and access;
- f. security;
- g. an indemnity; or
- h. any other provision which expressly or by implication from its nature is intended to continue.

9.9. Compliance with Legislation

9.9.1. In this clause 9.9:

Legislation	means a provision of a statute or subordinate legislation of the Commonwealth, or of a State, Territory or local authority.
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9.9.2. The Service Provider agrees to comply with any Legislation applicable to its performance of this Deed or a Contract, in particular:

- a. the *Crimes Act 1914* (Cth);
- b. the *Criminal Code Act 1995* (Cth);
- c. the *Privacy Act 1988* (Cth);
- d. the *Racial Discrimination Act 1975* (Cth);
- e. the *Sex Discrimination Act 1984* (Cth);
- f. the *Disability Discrimination Act 1992* (Cth);
- g. the *Age Discrimination Act 2004* (Cth);
- h. the *Equal Opportunity for Women in the Workplace Act 1999* (Cth);
- i. the *Work Health and Safety Act 2011* (Cth);
- j. the *Freedom of Information Act 1982* (Cth);
- k. the *Fair Work Act 2009* (Cth);
- l. the *Auditor-General Act 1997* (Cth);
- m. the *Competition and Consumer Act 2010* (Cth);
- n. the *Judiciary Act 1903* (Cth); and
- o. the Legal Services Directions.

9.9.3. When performing Services for an Agency the Service Provider also agrees to comply with any Agency policies as notified to the Service Provider.

9.10. Applicable law

9.10.1. This Deed is to be construed in accordance with, and any matter related to it is to be governed by, the law of the State or Territory specified in Item F of Schedule 1.

9.10.2. The parties submit to the jurisdiction of the courts of that State or Territory.

9.10.3. Each Contract is to be construed in accordance with clause 12.8 of Schedule 3.

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Executed as a Deed

SIGNED for and on behalf of the
Commonwealth of Australia as
represented by the Department of
Immigration and Border Protection
("DIBP") by:

PHILIPPA DE VEAU

^Name of signatory^

s22(1)(a)(ii)

Signature

In the presence of:

s22(1)(a)(ii)

^Name of witness^

s22(1)(a)(ii)

Signature of witness

SIGNED for and on behalf of
Maddocks Partnership ABN 63 478
951 337 by:

s22(1)(a)(ii)

^Name of signatory^

s22(1)(a)(ii)

Signature

In the presence of:

s22(1)(a)(ii)

^Name of witness^

s22(1)(a)(ii)

Signature of witness

SCHEDULE 1 DEED DETAILS

THE SERVICE AGREEMENT

A. Services

A.1. The legal services include:

A.1.1. Legal Advice in connection with:

- a. DIBP's portfolio legislation as set out in the Commonwealth of Australia's Administrative Arrangements Order;
- b. Other legislation of general application to the portfolio such as, but not limited to, employment law, privacy, and work health and safety legislation;
- c. Administrative law and public law, such as, but not limited to, issues in relation to statutory interpretation and delegated authority;
- d. Commercial law, such as, but not limited to, issues in relation to contracts, leases, tenders, government procurement, information technology, construction law, intellectual property, legal process and drafting of commercial documents;
- e. Grants, memoranda of understanding and other forms of agreement;
- f. Employment disputes, and Australian Public Service code of conduct issues; and
- g. Tort law.

A.2.2. Litigation and ADR services including:

- a. Effective representation of DIBP, the Minister or the Secretary before the courts, the AAT and the Fair Work Commission in relation to matters other than those arising under the *Migration Act 1958* (Cth), including but not limited to:
 - i. Employment law;
 - ii. Commercial law.
- b. Advice and analysis on the outcome of court/AAT decisions;
- c. Advice on the prospects of intended or existing court/AAT proceedings;
- d. Preparation of all necessary court documents including court books as required by relevant practice directions of the court;
- e. Preparation of a Bill of Costs in taxable form, pursuing taxation and arranging service of a certificate of taxation;
- f. Preparation of documents required by the AAT and representation at conferences and hearings before the AAT;
- g. Effective management of ADR; and

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- h. Advice on all aspects of dispute resolution, including preparation of contracts for alternative dispute resolution processes, position papers and other documents in support.

A.2. Value Added Services

A.2.1 The Service Provider must provide, at no additional fee to the Agency, continuing legal education and training to the Agency's legal staff. This must consist of six (6) hours of training per year of the Deed, on topics agreed with the Agency. This education and training must be eligible for CPD points in accordance with the rules of the ACT Law Society.

A.2.2 For no additional cost to the Agency the Service Provider will provide, throughout the length of the Deed, the following value added services:

- a. continuing legal professional development and training services each year which Agency staff may attend;
- b. unlimited access to the Service Provider's regular newsletters, updates and briefings on legal issues;
- c. access by Agency staff to the Service Provider's library to undertake legal research including borrowing rights;
- d. short-term reverse secondments of the Agency's staff to the Service Provider, subject to the mutual convenience of the Agency and the Service Provider;
- e. regular service reviews by the Service Provider to discuss with the Agency the Services provided by the Service Provider, including upcoming issues and objectives for the Agency;
- f. annual face-to-face review between the Agency and Service Provider to facilitate discussion on a range of issues relating to the Service Provider's performance;
- g. a help desk for ad hoc legal queries from the Agency. This help desk will be used by Agency staff to contact the Service Provider to answer an urgent queries or obtain a second opinion. Charges will apply only if the Service Provider instructs the Agency staff that it proposes to open a file because substantive work is required to respond to the query. The Agency and Service Provider must agree to open a file prior to any costs being incurred by the Agency; and
- h. in-house presentations, seminars and training and client and networking events hosted by the Service Provider throughout each year of the Deed

B. Term

B.1. Commencement Date

B.1.1 The terms of this Deed apply on and from 1 October 2016 or the date the Agency signs this Deed, whichever is later.

B.2. End Date

B.2.1. One (1) calendar year after the Commencement Date.

B.3. Deed Extension Period

B.3.1. In any increment not exceeding a total period of 24 months.

C. Portfolio Agencies

Not applicable.

D. Fees, allowances & costs

D.1.

D.1.1.



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D.1.4.

D.1.5.

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D.1.6.

D.1.7.

D.1.8.

D.1.9.

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D.2.

D.2.1.

D.2.2.

D.2.3.

D.2.4.

D.2.5.

D.3.

D.1.10.

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D.1.11.

D.1.12.

E.

E.1.1

F.

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SCHEDULE 2 SPECIFIC AGENCY REQUIREMENTS

A. Name of Agency

Department of Immigration and Border Protection (the Agency)
ABN 33 380 054 835

B. Invoices and Payment

B.1. Invoices

B.1.1. Invoices must include the following information:

- a. the words "tax invoice" stated prominently;
- b. the Service Provider's name;
- c. the Service Provider's ABN;
- d. the Agency's name, ABN and address;
- e. the date of issue of the tax invoice;
- f. a unique invoice number;
- g. details of fees, allowances and costs including the items to which they relate;
- h. the total amount payable (including GST);
- i. the GST amount shown separately; and
- j. the Agency's reference number.

All claims for allowances or costs must be supported by receipts or other documentation which clearly substantiate the Service Provider's entitlement to those allowances or costs.

All invoices must be addressed to the Agency's Representative or the Agency's Project Officer.

- B.1.2.** All invoices must be provided electronically to s22(1)(a)(ii).
Hard copy invoices are only to be provided at the request of the Agency.

B.2. Payment

- B.2.1.** The Agency will pay a correctly rendered invoice within 30 days after receipt of the invoice at the address stated in Item B.1.3 of Schedule 2.

- B.2.2.** The Agency will make payments by electronic funds transfer, payment to credit card or by cheque. The timing of the payment is considered to be:
- a. if by electronic funds transfer or payment to credit card, the date the funds are transferred; and

b. if by cheques, on the third day after the cheque is drawn by the Agency.

B.2.3 The Service Provider must specify any additional charges that attach to payment by credit card.

C. Agency's Representative

The Agency's Representative is the person for the time-being holding, occupying or performing the duties of Assistant Secretary, Commercial & Employment Law Branch (or its equivalent as advised by the Agency).

D. Project Officer

The Project Officer has the meaning set out in clause 1.1 of the Deed.

E. Specified Personnel

As specified by the Agency.

F. Confidential Information of the Service Provider

Item	Period of Confidentiality
Pricing	Life of the Deed

G. Agency's Address for Notices

(see clause 8.1)

Physical address	6 Chan Street BELCONNEN ACT 2617
Postal address	PO Box 25 BELCONNEN ACT 2617
Facsimile	s22(1)(a)(ii)

H. Service Provider's Address for Notices

(see clause 8.1)

Physical address	40 Macquarie Street, Level 1, Barton ACT 2600
Postal address	40 Macquarie Street, Level 1, Barton ACT 2600
Email	s22(1)(a)(ii)

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	any other email address that may be nominated by the Agency from time to time)
Facsimile	

I. Order Process

- I.1. The Agency will provide requests for Services by email. The request will include a specific reference number generated by the Agency's legal matter management system. Where urgent oral requests for Services are made, the Agency will shortly thereafter provide written confirmation and a reference number.

J. Fees

- J.1. The fees, allowances and costs due to the Service Provider for performing the Ordered Services will be calculated in accordance with Schedule 1 Item D.

K. Reporting requirements

- K.1. The Service Provider will be required to provide standard reporting in a format and frequency as agreed with the Agency.
- K.2. The Service Provider will be required to participate in regular client relationship meetings. Attendance at these meetings will be at no cost to the Agency and may be conducted by video conference.

L. Performance measurement

- L.1. The Service Provider will provide Services to the Agency in accordance with the following minimum standards:
- a. Services to be provided in a timely manner;
 - b. Services must represent value for money;
 - c. Services must be of a high professional standard; and
 - d. Services must be provided in accordance with Agency requirements.
- L.2. In addition to the general performance requirements, Service Providers must provide Litigation Services in accordance with the following minimum standards:
- a. seek and act only upon instructions from the Agency;
 - b. comply with any standing instructions which the Agency may from time to time issue;

- c. report any developments or outcomes in litigation in a timely manner; and
- d. provide preliminary written advice on the prospects of defending Tribunal, Ministerial or Departmental decisions to the Agency within 21 days of provision of the decision challenged.

M. Applicable Law

Australian Capital Territory

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SCHEDULE 3 CONTRACT TERMS AND CONDITIONS**2. OPERATIVE PROVISIONS**

The following terms and conditions apply when a Contract is created by the issue of an Order to the Service Provider by an Agency.

1. Interpretation**1.1. Definitions**

1.1.1. In the Contract, unless the context indicates otherwise:

Application for Inclusion (AFI)	means the application submitted by the Participant to the Commonwealth seeking inclusion on the LSMUL, of which Part 3 of the AFI forms Schedule 5 to the LSMUL Deed;
Agency	has the meaning set out in clause 1.1 of this Deed;
Agency's Representative	has the meaning set out in clause 1.1 of the Deed;
Business Day (in a place)	has the meaning set out in clause 1.1 of the Deed;
Contract Commencement Date	means the date this Contract commences, as specified in the Order;
Commonwealth	means the Commonwealth of Australia;
Conflict	has the meaning set out in clause 1.1 of the Deed;
Confidential Information (of the Service Provider)	means information that is by its nature confidential and information identified as confidential in the Agency Specific Requirements but does not include information which is or becomes public knowledge other than by a breach of this Contract;
Contract	means this contract for the provision of Legal Services, formed between the Agency and the Service Provider by the Agency issuing an Order to the Service Provider;
Contract Material	means any Material: <ul style="list-style-type: none"> a. created for the purposes of this Contract; b. provided or required to be provided to the Agency as part of the Ordered Services; or c. derived at any time from the Material referred to in (a) or (b) above.
Commonwealth	means any Material:

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Material	<ul style="list-style-type: none"> a. provided by the Agency to the Service Provider for the purposes of this Contract; or b. derived at any time from the Material referred to in paragraph (a);
Commonwealth Security Policy Framework	means the framework available for download at http://www.ag.gov.au/pspf ;
Counsel	means a barrister from the private bar, or a legal practitioner engaged as a barrister, briefed to advise or appear in tribunal or court proceedings, but does not include the Solicitor-General;
Deed	has the meaning set out in clause 1.1 of the Deed;
Existing Material	<p>means any Material, other than Contract Material, which is made available by the Service Provider for the purpose of this Contract, on or following the Contract Commencement Date.</p> <p>For the avoidance of doubt, Existing Material includes the Service Provider's template precedents library and:</p> <ul style="list-style-type: none"> a. any amendments to those precedents; or b. new precedents created independently of this Contract, <p>after the Contract Commencement Date;</p>
Force Majeure Event	<p>means:</p> <ul style="list-style-type: none"> a. any occurrence or omission as direct or indirect result of which the party relying on it is prevented from or delayed in performing any of its obligations under the Contract and that is beyond the reasonable control of the party; or b. an act of war (whether declared or not) or terrorism, the mobilisation of armed forces, civil commotion or riot, natural disaster, lightning, fire, earthquake, storm, flood, drought, disease, explosion, industrial action or labour disturbance, currency restriction, embargo, action or inaction by a government agency other than the Agency, or a failure of a supplier, public utility or common carrier;
GST	has the meaning it has in the <i>A New Tax System (Goods and Services Tax) Act 1999</i> (Cth);
Intellectual	includes:

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Property	<ul style="list-style-type: none"> a. all copyright (including rights in relation to phonograms and broadcasts); b. all rights in relation to inventions, plant varieties, trademarks (including service marks), designs and circuit layouts; and c. all other rights resulting from intellectual activity in the industrial, scientific, literary or artistic fields, <p>but does not include:</p> <ul style="list-style-type: none"> d. Moral Rights; e. the non-proprietary rights of performers; or f. rights in relation to Confidential Information;
Legal Services	means those professional legal services outlined in the Order;
Legal Services Directions	has the meaning set out in clause 1.1 of the Deed;
LSMUL	has the meaning set out in clause 1.1 of the Deed;
Legislation	means a provision of a statute or subordinate legislation of the Commonwealth, or of a State, Territory or local authority;
LSMUL Deed	has the meaning set out in clause 1.1 of the Deed;
Material	means any thing in relation to which Intellectual Property rights arise;
Moral Rights	<p>means the following non-proprietary rights of authors of copyright Material:</p> <ul style="list-style-type: none"> a. the right of attribution of authorship; b. the right of integrity of authorship; and c. the right not to have authorship falsely attributed;
Official Information	means any information developed, received or collected by or on behalf of the Agency to which the Service Provider gains access under or in connection with this Contract, and includes this Contract Material and the terms of this Contract;
Office of Legal Services Coordination (OLSC)	means the Office of Legal Services Coordination in the Attorney-General's Department;
Order	means the order issued by the Agency in accordance with clause 2.2 of the Deed.

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Ordered Services	means the Legal Services required by the Agency to be provided in accordance with the Order process and includes all: <ul style="list-style-type: none"> a. incidental services; b. functions required for the proper provision of those services; and c. the provision to the Agency of the Material specified in the Order process;
Permitted Acts	means any of the following classes or types of acts or omissions: <ul style="list-style-type: none"> a. using, reproducing, adapting or exploiting all or any part of the Contract Material, with or without attribution of authorship; b. supplementing the Contract Material with any other Material; and c. using the Contract Material in a different context to that originally envisaged; but does not include false attribution of authorship;
Personnel	has the meaning set out in clause 1.1 of the Deed;
Project Officer	has the meaning set out in clause 1.1 of the Deed;
Service Provider	means the party identified as such in the Deed;
Specific Agency Requirements	has the meaning set out in clause 1.1 of the Deed; and
Specified Personnel	means the persons specified in the Specific Agency Requirements or through the Order process.

1.2. Interpretation

1.2.1. In the Contract, unless the contrary intention appears:

- a. words importing a gender include any other gender;
- b. words in the singular include the plural and words in the plural include the singular;
- c. clause headings are inserted for convenient reference only and have no effect in limiting or extending the language of provisions to which they refer;
- d. words importing a person include a partnership and a body whether corporate or otherwise;
- e. all references to dollars are to Australian dollars;

- f. a reference to any legislation or legislative provision includes any statutory modification substitution or re-enactment of such legislation or legislative provision;
- g. if any word or phrase is given a defined meaning, any other part of speech or other grammatical form of that word or phrase has a corresponding meaning;
- h. any schedules or attachments form part of the Contract;
- i. this Contract does not prevail over the terms and conditions specified in the LSMUL Deed;
- j. if any conflict arises between the terms and conditions specified through the Order process and these terms and conditions or the terms of the Contract the following order of priority will apply:
 - i. the terms specified through the Order process;
 - ii. these terms and conditions;
 - iii. the terms and conditions specified in the Deed, excluding schedules; then
 - iv. the other schedules to the Deed; and
- k. a reference to writing means any representation of words, figures or symbols, whether or not in a visible form.

1.3. Commencement and Expiration

- 1.3.1. The terms of the Contract apply on and from the date the Order is issued.
- 1.3.2. Unless and until the Agency notifies otherwise specifically referencing this clause 1.3.2., the Parties acknowledge and agree that any Contract created by the issue of an Order by the Agency, will expire on 30 June 2017.

2. Performance

2.1. Ordered Services

- 2.1.1. The Service Provider agrees to:
 - a. perform the Ordered Services:
 - i. to a standard recognised as a high professional standard by professional legal advisers;
 - ii. in accordance with the Legal Services Directions;
 - b. provide to the Agency any Contract Material specified through the Order process;
 - c. comply with the requirements of the Deed to the extent they apply to the provision of the Ordered Services;

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- d. comply with all applicable Agency, Commonwealth and industry standards and guidelines;
- e. comply with the time frame for the performance of the Ordered Services specified through the Order process;
- f. submit invoices and any required supporting documentation in the manner specified in clause 3; and
- g. obtain all approvals and licences necessary to perform the Ordered Services in accordance with the Contract.

2.1.2. The Service Provider agrees to keep adequate books and records, in accordance with Australian accounting standards, in sufficient detail to enable the amounts payable by the Agency under a Contract to be determined.

2.2. Liaison with the Project Officer

2.2.1. The Service Provider agrees:

- a. to liaise with the Project Officer as reasonably required; and
- b. to comply with directions of the Project Officer that are consistent with any conditions specified through the Order process or are contained in the Contract and the Deed.

2.3. Subcontractors

2.3.1. The Service Provider agrees not to subcontract the performance of any part of the Ordered Services without the Agency's prior written approval.

2.3.2. The Agency may impose any conditions it considers appropriate when giving its approval under clause 2.3.1.

2.4. Specified Personnel

2.4.1. The Service Provider agrees that the Specified Personnel will perform work in relation to the Ordered Services in accordance with the Contract.

2.4.2. If Specified Personnel are unable to perform the work as required under clause 2.4.1, the Service Provider agrees to notify the Agency immediately.

2.4.3. The Service Provider agrees, at the request of the Agency acting in its absolute discretion, to remove Personnel (including Specified Personnel) from work in relation to the Ordered Services.

2.4.4. If clause 2.4.2 or clause 2.4.3 applies, the Service Provider will provide replacement Personnel acceptable to the Agency at no additional cost and at the earliest opportunity.

2.5. Conduct at Agency premises

2.5.1. The Service Provider must, when using the Agency's premises or facilities for the purposes of providing Ordered Services, comply with all reasonable directions and procedures relating to work health and safety and security in

operation at those premises or facilities (including any smoke-free workplace policy) whether specifically drawn to the attention of the Service Provider or as might reasonably be inferred from the circumstances.

3. Fees

3.1. Payment

- 3.1.1. Subject to clause 3.2 of the Deed, the Agency will pay the Service Provider the fees, allowances and costs for the Ordered Services calculated in accordance with Item D of Schedule 1 or, if varied by an Agency, then in accordance with the Specific Agency Requirements.
- 3.1.2. Invoices must be submitted monthly in arrears unless otherwise specified in the Specific Agency Requirements or through the Order process.
- 3.1.3. An invoice will be correctly rendered for the purposes of clause 3.1.1, if it complies with the invoicing requirements set out in the Specific Agency Requirements.
- 3.1.4. The Agency will make all payments in the manner set out in the Specific Agency Requirements, unless otherwise specified through the Order process.

3.2. Taxes, duties and government charges

- 3.2.1. Except as provided by this clause 3.2, the Service Provider agrees to pay all taxes, duties and government charges imposed or levied in Australia or overseas in connection with the performance of the Contract.
- 3.2.2. Unless otherwise indicated, the fees and all other consideration for any supply made under the Contract is exclusive of any GST imposed on the supply.
- 3.2.3. If one party (the supplier) makes a taxable supply to the other party (the recipient) under the Contract, on receipt of a tax invoice from the supplier, the recipient will pay without setoff an additional amount to the supplier equal to the GST imposed on the supply in question.
- 3.2.4. No party may claim or retain from the other party any amount in relation to a supply made under the Contract before the first party has deducted from the amount any input tax credit or decreasing adjustment which the first party is entitled to.

4. Intellectual Property

4.1. Use of Commonwealth Material

- 4.1.1. The Agency agrees to provide Material to the Service Provider as specified through the Order process or otherwise agreed by the Agency.
- 4.1.2. The Agency grants (or will procure) a royalty-free, non-exclusive licence for the Service Provider to use, reproduce and adapt Commonwealth Material for the purposes of the Contract.

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- 4.1.3. The Service Provider agrees to use Commonwealth Material strictly in accordance with any conditions or restrictions set specified through the Order process and any direction from the Agency.

4.2. Rights in Contract Material

- 4.2.1. Intellectual Property in all Contract Material vests or will vest in the Agency.

- 4.2.2. Clause 4.2.1 does not affect the ownership of Intellectual Property in:

- a. any Commonwealth Material incorporated into Contract Material; or
- b. any Existing Material.

- 4.2.3. The Service Provider grants to (or will procure for) the Agency a permanent, irrevocable, royalty-free, world-wide, non-exclusive licence (including a right of sublicense) to use, reproduce, adapt and exploit any Existing Material referred to in clause 4.2.2.b, in conjunction with the Contract Material.

- 4.2.4. The Service Provider reserves a permanent, irrevocable, world-wide, royalty-free, non-exclusive right, subject to clause 5, to use, reproduce, adapt, sublicense and exploit the Contract Material for the services of the Services Provider.

- 4.2.5. The Service Provider warrants that:

- a. it is entitled; or
- b. it will be entitled at the relevant time,

to deal with the Intellectual Property in the Contract Material in the manner provided for in this clause 4.2.

4.3. Moral Rights

- 4.3.1. Where the Service Provider is a natural person and the author of the Contract Material, he or she consents to the performance of the Permitted Acts by the Agency or any person claiming under or through the Agency.

- 4.3.2. If clause 4.3.1 does not apply, the Service Provider agrees:

- a. to obtain from each author a written consent which extends directly or indirectly to the performance of the Permitted Acts by the Agency or any person claiming under or through the Agency (whether occurring before or after the consent is given); and
- b. on request – to provide the executed original of any such consent to the Agency.

- 4.3.3. This clause 4.3 does not apply to any Commonwealth Material incorporated in the Contract Material.

5. Confidentiality of Official Information and other security obligations**5.1. Interpretation**

5.1.1. In this clause 5:

Official Resources	includes: a. Official Information; b. people who work for or with the Agency; and c. assets belonging to (even if in the possession of contracted providers) or in the possession of the Agency;
Security Classified Resources	means Official Resources protected under the Commonwealth Protective Security Policy Framework which, if compromised, could have adverse consequences for the Agency; and
Security Incident	means a security breach, violation, contact or approach from those seeking unauthorised access to Official Resources.

5.2. Confidentiality of Official Information

- 5.2.1. The Service Provider will not, without the prior written authorisation of the Agency, disclose any Official Information to any person (unless required to do so by law).
- 5.2.2. The Service Provider is authorised to provide Official Information to those Personnel and subcontractors who require access for the purposes of the Contract.
- 5.2.3. The Service Provider agrees, on request by the Agency at any time, to arrange for the Personnel and subcontractors referred to in clause 5.2.2 to give a written undertaking in a form acceptable to the Agency relating to the use and non-disclosure of Official Information.
- 5.2.4. The Service Provider agrees to secure all Official Information against loss and unauthorised access, use, modification or disclosure.
- 5.2.5. At the expiry or early termination of this Contract, unless instructed otherwise by the Agency, the Service Provider must immediately return all Official Information in its possession or control to the Agency.

5.3. Other security obligations of Service Provider

- 5.3.1. The Service Provider agrees:
- a. to comply with the Agency's security policies and, where applicable, the Commonwealth Protective Security Policy Framework or any replacement in force from time to time;

- b. to ensure that its Personnel wear a security or identification pass while on the Agency's premises;
- c. to ensure that all its Personnel who require access to Security Classified Resources have obtained the appropriate security clearance;
- d. to make its Personnel available to attend any security training provided by the Agency;
- e. to notify the Agency immediately if it becomes aware that a Security Incident has occurred and otherwise implement the Agency's procedures for Security Incident reporting as advised by the Agency from time to time;
- f. not to perform any part of the Ordered Services outside Australia without the Agency's prior written approval; and
- g. to comply with the additional security requirements specified through, the Order process or otherwise directed by the Agency, if any, and any variations or additions to those requirements as notified by the Agency from time to time.

5.3.2. The Service Provider agrees to implement security procedures to ensure that it meets its obligations under this clause 5 and will provide details of these procedures to the Agency on request.

6. Privacy

6.1. Interpretation

6.1.1. In this clause 6, 'Australian Privacy Principle' has the same meaning as it has in the *Privacy Act 1988* (Cth).

6.2. Obligations of Service Provider in relation to privacy

6.2.1. The Service Provider agrees, in providing the Ordered Services:

- a. not to do any act or engage in any practice which, if done or engaged in by the Agency, would be a breach of an Australian Privacy Principle; and
- b. to comply with any directions, guidelines, determinations or recommendations referred to in, or relating to the matters specified through the Order process or otherwise notified by the Agency, to the extent that they are consistent with the Australian Privacy Principles.

6.2.2. The Service Provider agrees to notify the Agency immediately if it becomes aware of a breach or possible breach of any of its obligations under this clause 6.

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7. Dealing with Copies

7.1. Interpretation

- 7.1.1. In this clause 7, 'Copy' means any document, device, article or medium in which Commonwealth Material or Official Information is embodied.

7.2. Actions at end of contract

- 7.2.1. Subject to clause 4.2, the Service Provider agrees, on expiration or termination of the Contract, to deal with all Copies as directed by the Agency, subject to any requirement of law binding on the Service Provider.

8. Confidential Information of the Service Provider

8.1. Confidential Information not to be disclosed

- 8.1.1. Subject to clause 8.2, the Agency will not, without the prior written authorisation of the Service Provider, disclose any Confidential Information of the Service Provider to a third party.

8.2. Exceptions to obligations

- 8.2.1. The obligations on the Agency under this clause 8 will not be taken to have been breached to the extent that Confidential Information:

- a. is disclosed by the Agency to its Personnel solely in order to comply with obligations, or to exercise rights, under the Deed or the Contract;
- b. is disclosed to the Agency internal management Personnel, solely to enable effective management or auditing of contract-related activities;
- c. is disclosed by the Agency to the responsible Minister;
- d. is disclosed by the Agency in response to a request by a House or a Committee of the Parliament of the Commonwealth of Australia;
- e. is shared by the Agency within the Agency's organisation, or with another agency, where this serves the Commonwealth's legitimate interests;
- f. is authorised or required by law to be disclosed; or
- g. is in the public domain otherwise than due to a breach of this clause 8.

- 8.2.2. Where the Agency discloses Confidential Information to another person pursuant to clauses 8.2.1.a - 8.2.1.e, the Agency will notify the receiving person that the information is confidential.

- 8.2.3. In the circumstances referred to in clauses 8.2.1.a, 8.2.1.b and 8.2.1.e, the Agency agrees not to provide the information unless the receiving person agrees to keep the information confidential.

8.3. Period of confidentiality

- 8.3.1. The obligations under this clause 8 in relation to an item of Confidential Information of the Service Provider continue for the period set out in the Specific Agency Requirements

9. Legal Services Directions

- 9.1.1. The Service Provider will, in relation to the Ordered Services it provides to the Agency, act in a manner that ensures the Agency remains in compliance with the Legal Services Directions.
- 9.1.2. The Service Provider will comply with those obligations of the Legal Services Directions that are applicable to it, which without limitation include those set out in Appendix D of the Legal Services Directions in relation to the engagement of Counsel.
- 9.1.3. The Service Provider will ensure that all Personnel undertaking legal work for the Agency under its authority or on its behalf are familiar with the Legal Services Directions, particularly as they apply to the Agency.
- 9.1.4. The Service Provider will take all reasonable steps to ensure that it does not perform without proper authority such work proscribed under the Legal Services Directions, including tied work as described in the Legal Services Directions.
- 9.1.5. Where the Service Provider considers that the services for which it has been engaged may involve work proscribed under the Legal Services Directions, for example tied work, the Service Provider will immediately notify the Agency in writing. The Agency reserves the right to:
- a. withdraw that part of the Ordered Services related to the proscribed work from the Service Provider; and
 - b. engage an approved legal service provider to undertake that part of the services related to proscribed work.
- 9.1.6. In the event that the Agency exercises its rights under clause 9.1.5, the Service Provider will hand over all files and documents relating to the work and cooperate fully in ensuring that the Agency and its nominated legal service provider are able to undertake the work effectively and efficiently.
- 9.1.7. The Service Provider will identify and advise the Agency of any significant issues that the Agency may need to report to the Commonwealth under the Legal Services Directions.
- 9.1.8. The Service Provider will inform the Agency immediately of, and promptly report to the Agency in writing, any breach or potential breach of the Legal Services Directions in relation to Ordered Services. Where the Service Provider is responsible for the relevant breach or potential breach of the Legal Services Directions, it will advise the Agency on remedial actions as appropriate at no cost to the Agency.

- 9.1.9. Where the Service Provider fails to comply with this clause 9, the Agency reserves the right not to pay the Service Provider for non-compliant work.
- 9.1.10. This clause 9 survives the expiration or termination of this Contract or the Deed.

10. Force Majeure

- 10.1.1. If a party is affected, or likely to be affected, by a Force Majeure Event:
- a. that party must give the other prompt notice of that fact including:
 - i. full particulars of the Force Majeure Event;
 - ii. an estimate of its likely duration;
 - iii. the obligations affected by it and the extent of its effect on those obligations; and
 - iv. the steps taken to rectify it; and
 - b. the obligations under the Contract of the party giving the notice are suspended to the extent to which they are affected by the relevant Force Majeure Event as long as the Force Majeure Event continues. Without limiting the foregoing the time for completion of any obligation to provide Ordered Services is extended by a period equivalent to the period of the suspension.
- 10.1.2. A party claiming a Force Majeure Event must use its best endeavours to remove, overcome or minimise the effects of that Force Majeure Event as quickly as possible. However, this does not require a party to settle any industrial dispute or claims or demands by any government agency other than the Agency in any way it does not want to.
- 10.1.3. During any period in which a party is not performing obligations because of a claimed Force Majeure Event, the other party may (but need not) make alternative arrangements for the performance, whether by another person or otherwise, of any obligation which the party claiming the Force Majeure Event is not performing without incurring any liability to that party.
- 10.1.4. If a delay or failure by either party to perform its obligations due to a Force Majeure Event that is not caused by the other party exceeds 45 Business Days, that other party may immediately terminate the Contract on providing notice in writing to the party which has delayed or failed to perform.

11. Termination or reduction in scope of Ordered Services

11.1. Termination for convenience

- 11.1.1. The Agency may by notice, at any time and in its absolute discretion terminate the Contract, or reduce the scope of any Ordered Services, immediately.
- 11.1.2. The Service Provider agrees, on receipt of a notice of termination or reduction:
- a. to stop or reduce work as specified in the notice;

- b. to take all available steps to minimise loss resulting from that termination or reduction; and
- c. to continue work on any part of any Ordered Services not affected by the notice.

11.1.3. In the event of termination under clause 11.1.1, the Agency will be liable only:

- a. to pay any fees due under a Contract relating to Ordered Services completed before the date of termination;
- b. to reimburse any expenses the Service Provider unavoidably incurs relating entirely to Ordered Services not covered under clause 11.1.3.a; and
- c. to pay any allowance and meet any costs unavoidably incurred under a Contract before the effective date of termination.

11.1.4. The Agency will not be liable to pay amounts under clause 11.1.3.a and 11.1.3.b which would, added to any fees already paid to the Service Provider under a Contract, together exceed the fees specified through the Order process.

11.1.5. In the event of a reduction in the scope of any Ordered Services under clause 11.1.1, the Agency's liability to pay fees, allowances or costs under any relevant Contract will, unless there is agreement in writing to the contrary, reduce in accordance with the reduction in the Ordered Services.

11.1.6. The Service Provider will not be entitled to compensation for loss of prospective profits.

11.2. Termination for default

11.2.1. If a party fails to satisfy any of its obligations under the Contract, then the other party – if it considers that the failure is:

- a. not capable of remedy – may, by notice, terminate the Deed or the Contract immediately; or
- b. capable of remedy – may, by notice require that the failure be remedied within the time specified in the notice and, if not remedied within that time, may terminate the Deed or the Contract immediately by giving a second notice.

11.2.2. The Agency 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 the Service Provider:

- a. fails to comply with any requirement relating to the Legal Services Directions;
- b. being a corporation – comes under one of the forms of external administration referred to in chapter 5 of the *Corporations Act 2001* (Cth), or has an order made against it for the purpose of placing it under external administration;

- c. being an individual – becomes bankrupt or enters into a scheme of arrangement with creditors;
- d. cannot acquire the appropriate security clearance for its Personnel to access Security Classified Resources; or
- e. is terminated from participation in the LSMUL, resigns from the LSMUL or is subject to a reduction in the scope for participation in the LSMUL.

12. General provisions

12.1. Audit and access

12.1.1. The Service Provider agrees:

- a. to give the Agency's Representative, or any persons authorised in writing by an Agency's Representative, access to premises where Ordered Services are being performed; and
- b. to permit those persons to inspect and take copies of any Material relevant to the Ordered Services.

12.1.2. The rights referred to in clause 12.1.1 are subject to:

- a. the Agency providing reasonable prior notice;
- b. reasonable security procedures in place at the premises; and
- c. if appropriate, execution of a Deed of confidentiality by the persons to whom access is given.

12.1.3. The Auditor-General and the Privacy Commissioner are persons authorised for the purposes of this clause 12.1.

12.1.4. This clause 12.1 does not detract from the statutory powers of the Auditor-General or the Privacy Commissioner.

12.2. Inquiries

12.2.1. The Service Provider agrees to provide free of charge all reasonable assistance requested by the Agency in respect of any inquiry concerning the Ordered Services.

12.2.2. Without limitation to the generality of clause 12.2.1:

- a. the assistance to be provided by the Service Provider under clause 12.2.1 will include, as appropriate, the preparation of reports, the provision of documents or other Material, and making available relevant Personnel to provide information or answer questions on any matters relevant to or arising from the Contract which might reasonably be expected to be within the knowledge of the Service Provider; and
- b. an inquiry referred to in clause 12.2.1 will include any administrative or statutory review, audit or inquiry (whether within or external to the

Agency), any request for information directed to the Agency and any inquiry conducted by Parliament or any Parliamentary committee.

12.2.3. The Project Officer will endeavour to notify the Service Provider as early as possible of any assistance required under clause 12.2.1, provided always that the Service Provider acknowledges that such notice may be oral and is not subject to any minimum notice period requirement.

12.2.4. This clause 12.2 survives expiration or termination of the Contract and the Deed.

12.3. Work health and safety

12.3.1. The Service Provider agrees, in carrying out this Contract, to comply with:

- a. all relevant Legislation, codes of practice and national standards relating to work health and safety; and
- b. all applicable policies and procedures relating to work health and safety including those that apply to the Agency's premises when using those premises.

12.3.2. In the event of any inconsistency between any of the policies and procedures referred to in clause 12.3.1.b. the Service Provider will comply with those policies and procedures that produce the highest level of health and safety.

12.4. Not Used

12.5. Fraud

12.5.1. Service Providers are required to comply with the Commonwealth Fraud Control Guidelines (2011) (CFCG) when involved in providing goods and services to the Commonwealth.

12.5.2. The Agency may require the Service Provider to include requirements to safeguard the Commonwealth's funding of the Contract against fraud generally and, in particular, fraud on the part of the Service Provider's Personnel, subcontractors and suppliers. The Service Provider should notify the Agency immediately if it knows or has reason to suspect that any fraud has occurred or is occurring or is likely to occur.

12.5.3. The Service Provider must comply with and implement the following:

- a. the Commonwealth Fraud Control Guidelines (2011); and
- b. DIBP's Fraud Control Framework.

12.5.4. In complying with clause 12.5.3, the Service Provider must develop and regularly update:

- a. a fraud control strategy, including fraud detection and investigation; and
- b. a fraud control plan,

which incorporate as a minimum the specific requirements of clause 12.5.3.

12.6. Engagement of illegal workers prohibited

12.6.1. For the purposes of this clause 12.6, an "illegal worker" is a person who is an Unlawful Non-Citizen, or a Non-Citizen who is performing work in breach of a Visa Work Condition, and the following definitions also apply:

- a. "Service Provider" will, where the context so requires, include the officers, employees, volunteers, bailees, agents and authorised sub-contractors of the Service Provider; and
- b. "Non-citizen" has the same meaning as under the *Migration Act 1958*;
- c. "Unlawful non-citizen" has the same meaning as under the *Migration Act 1958*; and
- d. "Visa Work Condition" means a condition of a visa restricting the work that the non-citizen may do in Australia,

and a reference to the *Migration Act 1958* (Cth) is a reference to that Act as amended or replaced from time to time.

12.6.2. The Service Provider must ensure that no employee or independent contractor, including those engaged by any subcontractors, are illegal workers.

12.6.3. The Service Provider must make compliance by any subcontractors with the provisions of this clause 12.6 a condition of any subcontract.

12.6.4. The Service Provider must remove, or cause to be removed, any illegal worker from any involvement in the carrying out of the Services and arrange for their replacement at no cost and immediately upon becoming aware of the involvement of the illegal worker.

12.6.5. For the avoidance of doubt, compliance with the Service Provider's obligations under this clause 12.6 will not constitute a force majeure event, give rise to an entitlement to claim any delay or otherwise excuse the Service Provider from compliance with its obligations under this Contract.

12.6.6. When requested in writing, the Service Provider will provide evidence within 14 days that it has taken all reasonable steps to ensure that it has complied and is complying with its obligations under this clause 12.6.

12.6.7. Service Providers may check their entitlement to work in Australia at www.border.gov.au/vevo.

12.7. Extension of provisions to subcontractors and Personnel

12.7.1. In this clause 12.7:

Requirement means an obligation, condition, restriction or prohibition binding on the Service Provider under the Contract.

12.7.2. The Service Provider agrees to ensure that:

- a. its subcontractors and Personnel comply with all relevant Requirements; and
 - b. any contract entered into in connection with the Contract imposes all relevant Requirements on the other party.
- 12.7.3. The Service Provider agrees to exercise any rights it may have against any of its subcontractors, Personnel or third parties in connection with a Requirement in accordance with any direction by the Agency.
- 12.8. Applicable Law**
- 12.8.1. The Contract is to be construed in accordance with, and any matter related to it is to be governed by, the law of the State or Territory specified in Schedule 1, unless otherwise specified through the Order process.
- 12.8.2. The parties submit to the jurisdiction of the courts of that State or Territory.

SCHEDULE 4 NOTICE OF INCLUSION FORM

Parties

1. ^**Commonwealth of Australia** represented by the ^Full name of Agency^
 ^ABN Number^
 ^Agency Address^ (the New Portfolio Agency)
2. ^**Party 2 Name**^ ^Party 2 ABN and ACN/ARBN if applicable^
 ^Party 2 Address^ (the Service Provider)

Context

- A. By Deed of Standing Offer dated ^insert^ ^insert name of the Lead Agency^, as the authorised contracting authority, appointed the Service Provider to provide the Services to Portfolio Agencies of the Lead Agency.
- B. The Deed of Standing Offer enables other specified Australian Government Agencies to be accommodated under the Deed of Standing Offer for the purpose of enabling those Australian Government Agencies to receive Services from the Service Provider.
- C. The New Portfolio Agency wishes to acquire such Services from the Service Provider as it requires from time to time in accordance with the terms of the Deed of Standing Offer and this Notice of Inclusion Form.

Notice of inclusion

The New Portfolio Agency notifies the Service Provider that it is appointed to provide Services for the Term to the New Portfolio Agency in accordance with:

- a. the Deed of Standing Offer other than those schedules that are specific to the Lead Agency or a particular Portfolio Agency; and
- b. the attached Specific Agency Requirements.

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SIGNED for and on behalf of ^insert)
^the Commonwealth of Australia as)
represented by ^Full name of)
Agency^^ by:)

^Name of signatory^

Signature

In the presence of:

^Name of witness^

Signature of witness

NOTED for and on behalf of ^Party 2)
Name^ by:)
)
)

^Name of signatory^

Signature

In the presence of:

^Name of witness^

Signature of witness

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Purchasing Document	Item	Goods Received Date	GR Date	GR UserID	GR Doc No.	Currency	GR Qty	GR Amount	IR Qty	IR Amount	GR-IR Amount	Invoice Document Date	IR Date	Vendor	Vendor Name
46051362	20	8/12/2017	20/12/2017	s22(1)(a)(ii)	500705698	AUD	s47					30/11/2017	2/01/2018	124807	MADDOCKS
46051362	20	8/12/2017	13/12/2017		500704670	AUD								124807	MADDOCKS
46051362	20	8/12/2017	14/12/2017		500705188	AUD						29/11/2017	21/12/2017	124807	MADDOCKS
46051362	20	8/12/2017	20/12/2017		500705697	AUD								124807	MADDOCKS
46051362	20	3/05/2018	4/05/2018		500722776	AUD						30/04/2018	4/05/2018	124807	MADDOCKS
	20														
46051362	30	2/10/2018	5/10/2018		500744586	AUD						27/09/2018	5/10/2018	124807	MADDOCKS
46051362	30	9/08/2018	17/08/2018		500737798	AUD								124807	MADDOCKS
46051362	30	9/08/2018	20/08/2018		500737924	AUD								124807	MADDOCKS
46051362	30	31/05/2018	20/08/2018		500738022	AUD						31/05/2018	21/08/2018	124807	MADDOCKS
	30														
46051799	10	3/03/2017	10/03/2017		500668806	AUD						28/02/2017	15/03/2017	124807	MADDOCKS
46051799	10	7/04/2017	18/04/2017		500673427	AUD						30/03/2017	27/04/2017	124807	MADDOCKS
	10														
46053705	10	3/10/2017	13/10/2017		500696163	AUD						28/09/2017	18/10/2017	124807	MADDOCKS
46053705	10	31/10/2017	8/11/2017		500699693	AUD						30/10/2017	16/11/2017	124807	MADDOCKS
46053705	10	13/12/2017	13/12/2017		500704885	AUD						30/11/2017	21/12/2017	124807	MADDOCKS
	10														
46053708	10	4/09/2017	29/09/2017		500694218	AUD						31/08/2017	2/10/2017	124807	MADDOCKS
46053708	10	5/12/2017	14/12/2017		500705157	AUD						30/11/2017	22/12/2017	124807	MADDOCKS
46053708	10	5/12/2017	14/12/2017		500705158	AUD						30/11/2017	21/12/2017	124807	MADDOCKS
46053708	10	14/12/2017	14/12/2017		500705159	AUD						29/09/2017	14/12/2017	124807	MADDOCKS
46053708	10	14/12/2017	15/12/2017		500705335	AUD						29/09/2017	19/12/2017	124807	MADDOCKS
46053708	10	14/12/2017	15/12/2017		500705336	AUD						29/09/2017	19/12/2017	124807	MADDOCKS
46053708	10	29/09/2017	19/12/2017		500705462	AUD								124807	MADDOCKS
46053708	10	30/01/2018	31/01/2018		500709831	AUD						31/10/2017	31/01/2018	124807	MADDOCKS
46053708	10	6/02/2018	7/02/2018		500710530	AUD						31/01/2018	9/02/2018	124807	MADDOCKS
46053708	10	5/03/2018	6/03/2018		500714229	AUD						28/02/2018	6/03/2018	124807	MADDOCKS
46053708	10	13/04/2018	19/04/2018		500721056	AUD						29/03/2018	24/04/2018	124807	MADDOCKS
46053708	10	2/07/2018	4/07/2018		500732268	AUD						29/06/2018	5/07/2018	124807	MADDOCKS
46053708	10	4/07/2018	9/07/2018		500732767	AUD						29/06/2018	10/07/2018	124807	MADDOCKS
46053708	10	3/08/2018	6/08/2018		500736222	AUD						31/07/2018	7/08/2018	124807	MADDOCKS
46053708	10	9/08/2018	14/08/2018		500737250	AUD						31/05/2018	15/08/2018	124807	MADDOCKS
46053708	10	12/10/2017	7/11/2017		500699240	AUD						29/09/2017	8/11/2017	124807	MADDOCKS
46053708	10	4/09/2017	7/09/2017		500691389	AUD						31/08/2017	12/09/2017	124807	MADDOCKS
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46056017	10	4/09/2018	11/09/2018		500741197	AUD						31/08/2018	13/09/2018	124807	MADDOCKS
46056017	10	4/07/2018	6/08/2018		500736202	AUD						29/06/2018	7/08/2018	124807	MADDOCKS
46056017	10	2/08/2018	6/08/2018		500736203	AUD						31/07/2018	7/08/2018	124807	MADDOCKS
46056017	10	2/08/2018	6/08/2018		500736204	AUD						31/07/2018	7/08/2018	124807	MADDOCKS
46056017	10	2/10/2018	3/10/2018		500744131	AUD						30/09/2018	3/10/2018	124807	MADDOCKS
46056017	10	1/11/2018	8/11/2018		500749192	AUD						31/10/2018	9/11/2018	124807	MADDOCKS
46056017	10	3/12/2018	5/12/2018		500753170	AUD						30/11/2018	7/12/2018	124807	MADDOCKS
46056017	10	21/12/2018	31/12/2018		500756396	AUD						21/12/2018	2/01/2019	124807	MADDOCKS
46056017	10	1/02/2019	4/02/2019		500760100	AUD						31/01/2019	4/02/2019	124807	MADDOCKS
	10														