



Australian Government

Department of Immigration and Border Protection

CONTRACT

for the provision of Status Resolution Support Services (SRSS)

between

COMMONWEALTH OF AUSTRALIA

as represented by the Department of Immigration and Border Protection

ABN 33 380 054 835

and

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

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

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PARTIES

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

and

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

RECITALS

- A) The Commonwealth requires the provision of Status Resolution Support Services (**SRSS**) (**the Services**).
- B) The Commonwealth requires the SRSS Provider to provide the Services using an integrated service delivery model to eligible SRSS Recipients during their immigration status resolution process by:
 - a) delivering and co-ordinating accommodation, care and other support services to SRSS Recipients using a needs and risk based approach;
 - b) co-ordinating with other entities involved in the delivery of the SRSS Programme; and
 - c) providing the Services in a flexible manner so as to meet dynamic and changing policy requirements and unpredictable SRSS Recipient case loads.
- C) The Department issued Request For Tender No. **DIAC RFT 11-13** on **31 May 2013 (RFT)** for the Services.
- D) The SRSS Provider submitted a Tender in response to the RFT (**Tender**).
- E) The SRSS Provider has fully informed itself on all aspects of the work required to be performed and has offered to provide the Services in the manner set out in this Contract, which includes compliance with the SRSS Policy Advice Manual.
- F) The Department evaluated the Tender and in reliance on the representations made in the Tender and subsequent negotiations with the SRSS Provider, the Department has agreed to accept the SRSS Provider's offer to provide the Services upon the terms and conditions contained in this Contract.

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OPERATIVE PROVISIONS

THE PARTIES AGREE as follows:

This Contract consists of:

- 1.1 the Contract Details in **PART 1**;
- 1.2 the Contract Terms and Conditions in **PART 2**; and
- 1.3 the following Attachments:
 - 1.3.1 Attachment A (Schedule of Services);
 - 1.3.2 Attachment B (Contract Charges and Expenses);
 - 1.3.3 Attachment C (Confidential Information);
 - 1.3.4 Attachment D (Contract Change Process);
 - 1.3.5 Attachment E (Material);
 - 1.3.6 Attachment F (Additional Risk Management Measures);
 - 1.3.7 Attachment G (Commonwealth Law and Policy Requirements);
 - 1.3.8 Attachment H (Performance Guarantee);
 - 1.3.9 Attachment I (Financial Undertaking);
 - 1.3.10 Attachment J (Subcontractor Novation Deed);
 - 1.3.11 Attachment K (Confidentiality Deed);
 - 1.3.12 Attachment L (Glossary); and
 - 1.3.13 Attachment M (Official Order).

PART 1 - CONTRACT DETAILS

Item/Description	Clause Reference	Details
1. SRSS Provider details	1.1	s. 22(1)(a)(ii) [REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED]
2. SRSS Provider Representative	1.1	s. 47F(1)
3. Departmental Representative(s)	1.1	Assistant Secretary Community Programmes Services Branch (or as otherwise advised by the Department) Email: s. 47E(d) [REDACTED]
4. Commencement Date	1.1, 4.1	1 September 2014
5. Initial Term	1.1, 4.2	The Initial Term of the Contract is for a period until midnight 30 June 2018.
6. Option Period	1.1, 4.2	s. 47G(1)(a) [REDACTED] [REDACTED] [REDACTED] [REDACTED] The Department will Notify the SRSS Provider at least three months prior to the end of the then current Term of the exercise of any extension of the Term.
7. Contract Region(s)	1.1, 8	s. 22(1)(a)(ii) [REDACTED]

Item/Description	Clause Reference	Details
8. Specified Personnel	1.1, 28	s. 47F(1)
9. Subcontractors	1.1, 29	
10. Intellectual Property Rights – Ownership of Contract Material	39, 40, 41	
11. Limitation of liability – cap	52	

Item/Description	Clause Reference	Details
12. Limitation of liability –limitation on types of liability	52.2	Not applicable
13. Limitation of liability – if not per occurrence	52.3	Not applicable
14. Insurances and quantum of insurance	55	<p>Public liability insurance for an insured amount s. 47G(1)(a).</p> <p>Products liability insurance for an insured amount s. 47G(1)(a) and not less s. 47G(1)(a).</p> <p>Professional indemnity (or errors and nsurance) for an insured amount of s. 47G(1)(a) per occurrence and not less than n aggregate.</p> <p>Workers compensation as required by law.</p> <p>Comprehensive motor vehicle insurance of not less s. 47G(1)(a)</p> <p>Voluntary group accident schemes set amount according to injury.</p> <p>The professional indemnity or errors and omissions insurance must be maintained for a period of 7 years after the end of the Term.</p>
15. Address for Notices	65	<p>Department Assistant Secretary Community Programmes Services Branch Department of Immigration and Border Protection (PO Box 25, Belconnen ACT 2617) 6 Chan Street, Belconnen ACT 2617 Email: s. 47E(d)</p> <p>SRSS Provider: s. 47F(1)</p>

Item/Description	Clause Reference	Details
		s. 47F(1)
16. Governing Law	70	Australian Capital Territory

PART 2 - CONTRACT TERMS AND CONDITIONS

SECTION A - DEFINITIONS, INTERPRETATION AND TERM

1. DEFINITIONS

Definitions

- 1.1 In this Contract, except where the contrary intention is expressed, the definitions set out in the Glossary in Attachment L (Glossary) apply.

2. INTERPRETATION

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

- 2.1.1 the singular includes the plural and vice versa, and a gender includes other genders;
- 2.1.2 another grammatical form of a defined word or expression has a corresponding meaning;
- 2.1.3 a reference to a clause, paragraph, Attachment, Schedule or Annexure is to a clause or paragraph of, or attachment, schedule or annexure to, this Contract as the context requires, and a reference to this Contract includes any Attachment, Schedule or Annexure;
- 2.1.4 any Schedules, Attachments and Annexures to this Contract form part of this Contract as the case may be;
- 2.1.5 a reference to a clause includes a reference to a subclause of that clause;
- 2.1.6 a reference to any agreement or schedule or annexure is to that agreement or schedule or annexure as amended, novated, supplemented or replaced;
- 2.1.7 a reference to a document, publication, Commonwealth policy or instrument is a reference to the document, publication, Commonwealth policy or instrument as altered, supplemented or replaced;
- 2.1.8 a reference to A\$, \$A, AUD, dollar or \$ is to Australian currency unless stated otherwise;
- 2.1.9 a reference to time is to the time in the place where the Obligation is to be performed or, to the extent that there is any uncertainty, to the time in the Australian Capital Territory;
- 2.1.10 a reference to a Party to a document includes the Party's executors, administrators, successors and permitted assigns and substitutes;
- 2.1.11 a reference to a person includes a natural person, partnership, body corporate, association, governmental or local authority or agency or other entity;

- 2.1.12 if the SRSS Provider is a trustee, the SRSS Provider enters this Contract personally and in its capacity as trustee and warrants that it has the power to perform its Obligations under this Contract;
 - 2.1.13 a reference to a statute, ordinance, code or other Law includes regulations and other instruments under it and consolidations, amendments, re-enactments or replacements of any of them;
 - 2.1.14 the meaning of general words is not limited by specific examples introduced by 'including', 'for example' or similar expressions;
 - 2.1.15 a rule of construction does not apply to the disadvantage of a Party because the Party was responsible for the preparation of this Contract or any part of those documents;
 - 2.1.16 if a day on or by which an Obligation must be performed or an event must occur is not a Business Day in the relevant location, the Obligation must be performed or the event must occur on or by the next Business Day in that location; and
 - 2.1.17 headings are for ease of reference only and do not affect interpretation.
- 2.2 To the extent that the Parties have not completed an item the Contract Details or an Attachment is blank, unless otherwise stated in this Contract, that item or Attachment will be taken to be 'not applicable' for the purpose of this Contract.

3. PRIORITY OF DOCUMENTS

- 3.1 If there is any inconsistency between the provisions of this Contract, a descending order of precedence will be accorded to:
- 3.1.1 the Contract Details;
 - 3.1.2 the Contract Terms and Conditions;
 - 3.1.3 Attachment A (Schedule of Services);
 - 3.1.4 Attachment B (Pricing Schedule);
 - 3.1.5 the other Attachments to this Contract;
 - 3.1.6 any Schedules or Annexures to this Contract;
 - 3.1.7 the SRSS Operational Procedures Manual;
 - 3.1.8 any plans or other documents required to be developed in accordance with this Contract; and
 - 3.1.9 any document incorporated by express reference as part of this Contract,
- so that the provision in the higher ranked document will, to the extent of the inconsistency, prevail.

4. TERM

Initial Term

4.1 This Contract commences on the Commencement Date and continues for the Initial Term unless:

4.1.1 extended in accordance with clause 4.2; or

4.1.2 terminated earlier in accordance with clauses 62 or 63.

Option to extend Initial Term

4.2 The Initial Term may be extended by the Department in its absolute discretion for up to two additional periods of up to two years each (as specified in Item 6 of the Contract Details) (each an **Option Period**), on the terms and conditions then in effect, by giving Notice to the SRSS Provider. Such Notice must be given:

s. 47G(1)(a)

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

before the end of the then current Term.

4.3 Any extension exercised in accordance with clause 4.2 takes effect from the end of the then current Term.

5. NATURE OF AGREEMENT

5.1 The Parties have entered into this Contract in consideration of the:

5.1.1 SRSS Provider having the opportunity to perform the Services in accordance with the processes and requirements set out in this Contract;

5.1.2 SRSS Provider providing the other Services specified in this Contract; and

5.1.3 Contract Charges.

SECTION B - THE SERVICES

6. TRANSITION-IN REQUIREMENTS

6.1 The SRSS Provider must prepare, implement and comply with:

6.1.1 the approved Contract Transition In Plan in accordance with the Schedule of Services; and

6.1.2 any other requirements that must be performed during the Contract Transition In Period as set out in the Schedule of Services,

to ensure the SRSS Provider can start providing the Services by the Effective Date.

- 6.2 The Department may refer SRSS Recipients to the SRSS Provider before the Effective Date if the Department considers that the SRSS Provider is capable of receiving referrals and adequately performing the Services during the Contract Transition In Period. In such circumstances, the SRSS Provider must perform the Services in relation to any referred SRSS Recipient in accordance with this Contract from the date of that referral.

7. PROVISION OF THE SERVICES

- 7.1 Subject to clause 6 and any other Obligation required to be met before the Effective Date, the SRSS Provider must meet its Obligations specified in this Contract including:

7.1.1 performing the Services; and

7.1.2 providing the Contract Material, Documentation and other Deliverables,

specified in, and in accordance with this Contract (including Attachment A (Schedule of Services)) including so as to meet or exceed the Performance Measures from the Effective Date.

- 7.2 The SRSS Provider must:

7.2.1 perform the Services as specified in Attachment A (Schedule of Services) to the satisfaction of the Department;

7.2.2 perform the Services in accordance with, and so as to meet, the principles and objectives set out in Attachment A (Schedule of Services);

7.2.3 comply with all representations made to the Department by the SRSS Provider in relation to the standards, content, quality and timing of the Services (including in accordance with clause 11 and the Schedule of Services);

7.2.4 provide all reasonable assistance consistent with the SRSS Provider's Obligations under this Contract and required by the Department;

7.2.5 comply with the time frames specified in this Contract, Attachment A (Schedule of Services) and the SRSS Operational Procedures Manual, or as Notified by the Department; and

7.2.6 submit invoices, and any supporting documents, in the manner specified in clause 34.

- 7.3 The SRSS Provider is fully responsible for the performance of the Services and for ensuring compliance with the requirements of this Contract, and will not be relieved of that responsibility because of any:

7.3.1 involvement by the Department in the provision of the Services;

7.3.2 approval by the Department of any plans;

7.3.3 payment made to the SRSS Provider on account of the Services;

- 7.3.4 subcontracting of the Services; or
- 7.3.5 acceptance by the Department of replacement Personnel.

8. CONTRACT REGIONS

- 8.1 The SRSS Provider must provide the Services in the Contract Region(s) identified in Item 7 of the Contract Details.
- 8.2 The Department and the SRSS Provider may agree in writing to change the Contract Region(s) identified in Item 7 of the Contract Details (or the applicable boundaries of the Contract Region(s)), by undertaking the formal variation processes described in clause 60 (Variation of this Agreement).
- 8.3 The SRSS Provider acknowledges and agrees that:
 - 8.3.1 the Department is not obliged to purchase the Services only from the SRSS Provider;
 - 8.3.2 other entities may provide the Services or other components of the SRSS Programme in the Contract Region or other regions in Australia as the case may be; and
 - 8.3.3 there is no guarantee of any particular number of SRSS Recipients which will be referred to the SRSS Provider or to which the Services must be provided in the Contract Region.
- 8.4 The SRSS Provider acknowledges and agrees that the Department may, at any time, acquire services that are the same as or similar to the Services from any other person on such terms and conditions as may be agreed between the Department and that other person.
- 8.5 The SRSS Provider acknowledges and agrees that the Department may, in its absolute discretion and at any time, transfer an SRSS Recipient from the SRSS Provider to an alternative service provider in any Contract Region (including within the Contract Region identified in Item 7 of the Contract Details). The SRSS Provider must, at no additional cost, assist the Department if requested to facilitate the transfer of the SRSS Recipient to an alternative service provider.
- 8.6 If the SRSS Provider is not in a position to accept a referral of an SRSS Recipient by the Department, it may seek a written exemption from the Department and must provide reasons for its request. The Department will not unreasonably refuse any such request provided an alternative service provider is available in the Contract Region. The SRSS Provider must, at no additional cost, assist the Department if requested to facilitate the transfer of the referral to an alternative service provider.

9. GENERAL OBLIGATIONS

- 9.1 The SRSS Provider must:
 - 9.1.1 without limiting clause 13, act reasonably and cooperatively in performing its Obligations and exercising its rights under this Contract;

- 9.1.2 without limiting clause 13, act reasonably and cooperatively with Other Providers in performing its Obligations under this Contract;
- 9.1.3 diligently perform its Obligations under this Contract;
- 9.1.4 perform the Services and all such functions as may be incidental to the delivery of the Services in a manner that advances and promotes the requirements, principles and objectives of the SRSS Programme as described in Attachment A (Schedule of Services);
- 9.1.5 perform its Obligations under this Contract in a manner that is responsive to the changing needs and environment of the Department and government requirements, as communicated to the SRSS Provider by the Department; and
- 9.1.6 continuously seek to improve the quality and effectiveness of the performance of its Obligations under this Contract including in accordance with any specific requirements set out in Attachment A (Schedule of Services).

10. COMPLIANCE WITH DIRECTIONS

- 10.1 Without limiting any other Obligation in this Contract, the SRSS Provider must, and must ensure that its Subcontractors, liaise with, and comply with any directions given by the Departmental Representative(s), provided those directions are not inconsistent with the Contract. Without limiting this, if a direction could be implemented in more than one way the SRSS Provider must seek the Department's direction as to how those directions must be implemented.
- 10.2 Without limiting clause 10.1, the types of directions that may be given by the Departmental Representative(s) or the Department include directions in relation to:
 - 10.2.1 which Services require the Department's approval before they are performed by the SRSS Provider;
 - 10.2.2 the cessation of Services to an SRSS Recipient for any reason whatsoever, as determined by the Department in its sole discretion;
 - 10.2.3 the SRSS Provider's co-operation requirements with Other Providers and other governance, performance management and reporting arrangements;

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- 10.2.5 which costs and payments require the Department's approval before they are incurred or paid by the SRSS Provider, including the payment of money to SRSS Recipients.

11. COMPLIANCE WITH TENDERED REPRESENTATIONS

- 11.1 To the extent that:
 - 11.1.1 the SRSS Provider's Tender sets out how it would perform the Services set out in this Contract, or the standards to which those Services would be

provided or any other representations about the provision of the Services by the SRSS Provider; and

11.1.2 this information has not been subsequently incorporated into this Contract,

then, subject to any direction by the Departmental Representative(s), the SRSS Provider must manage and perform the Services in accordance with, and to the standards set out in, its Tender; and

11.1.3 within the Contract Charges, to the extent that to do so is not inconsistent with this Contract.

12. SERVICES STANDARDS

12.1 Without limiting specific provisions of this Contract, in providing the Services the SRSS Provider must ensure:

12.1.1 in relation to any Services provided, that the SRSS Provider:

- (a) performs the Services to a high professional standard, with due care and skill, to the best of the SRSS Provider's knowledge and expertise and in accordance with relevant best practice, including any Commonwealth, State and Territory and industry standards and guidelines specified in Attachment A (Schedule of Services), the SRSS Operational Procedures Manual and Attachment G (Commonwealth Law and Policy Requirements);
- (b) provides the Services so that they are fit for purpose;
- (c) performs the Services to the satisfaction of the Departmental Representative(s) and in a manner that meets or exceeds the Performance Measures;
- (d) performs the Services in a manner that:
 - (i) is consistent with and meets the SRSS Provider's Duty of Care to SRSS Recipients; and
 - (ii) is consistent with and would not put the Department in breach of, the Department's Duty of Care to SRSS Recipients; and
- (e) complies with all Laws and codes relevant to the performance of the Services including any applicable State, Territory and national building codes, licensing Obligations and work health and safety legislation;

12.1.2 in relation to any Goods required to be provided by the SRSS Provider (including to SRSS Recipients):

- (a) that they meet the requirements specified in Attachment A (Schedule of Services) and the SRSS Operational Procedures Manual;

- (b) that they are fit for purpose;
 - (c) that all fittings, furnishings and other items it provides or arranges for the use by SRSS Recipients are in good repair and condition, clean and comply with all applicable Australian Standards as published by Standards Australia and other applicable Laws (at the date of provision to SRSS Recipients);
- 12.1.3 in relation to any accommodation it provides or arranges for SRSS Recipients:
 - (a) that it is in good repair and condition, clean, fit for purpose and complies with all applicable building regulations and other applicable Laws (at the date SRSS Recipients enter into occupation); and
 - (b) that it meets the requirements specified in Attachment A (Schedule of Services) and the SRSS Operational Procedures Manual;
- 12.1.4 in relation to any Documentation provided, that it:
 - (a) is fit for purpose and meets the requirements in Attachment A (Schedule of Services) and the SRSS Operational Procedures Manual;
 - (b) is written in English (unless another language is specified in Attachment A (Schedule of Services));
 - (c) is current, complete and accurate;
 - (d) adequately explains key terms and symbols; and
 - (e) is of such a nature and quality that it might reasonably be expected to achieve or satisfy the SRSS Provider's Obligations under this Contract; and
- 12.1.5 in relation to any Contract Material or other Deliverable provided, that it:
 - (a) is fit for purpose and meets the requirements in Attachment A (Schedule of Services) and the SRSS Operational Procedures Manual;
 - (b) is complete and accurate;
 - (c) is of such a nature and quality that it might reasonably be expected to achieve or satisfy the SRSS Provider's Obligations under this Contract;
 - (d) complies with the highest relevant commercially acceptable standards and best practice including, at a minimum, to any Departmental, Commonwealth or industry standards and guidelines specified in Attachment A (Schedule of Services); and

- (e) is supplied with due skill and care and to the best of the SRSS Provider's knowledge and expertise and in accordance with all Laws applicable to the SRSS Provider or the Deliverable.

13. CO-OPERATION REQUIREMENTS

- 13.1 The SRSS Provider must, and must ensure that its Personnel:
 - 13.1.1 liaise and co-operate with the Department and Other Providers engaged by the Department connection with the SRSS Programme:
 - (a) so that the Department is able to successfully deliver the SRSS Programme;
 - (b) to support each SRSS Recipient through the SRSS Recipient's immigration resolution processes; and
 - (c) to ensure the proper performance of the Services by the SRSS Provider as required by this Contract; and
 - 13.1.2 co-ordinate its activities and performance of the Services so as to support and facilitate, in the Department's best interests, the timely and efficient completion of all work and other activities to be performed for the Department by any person.
- 13.2 Without limiting its Obligations under this clause 13, the SRSS Provider must comply with any specific co-operation and governance Obligations as requested by the Department.
- 13.3 If, during the SRSS Provider's performance of its Obligations under this Contract, any issue arises that is caused by an Other Provider, the SRSS Provider must, at no additional cost to the Department, work with the Other Provider(s) to ensure the problem is resolved in a timely manner, without affecting the SRSS Provider's Obligations under this Contract.
- 13.4 The SRSS Provider must promptly respond to requests for information, assistance or support from Other Providers, as requested by the Department.
- 13.5 The Department may, at any time, itself perform or retain third parties to perform any part of the Services. To the extent that the Department performs any part of the Services itself, or retains a third party to do so, the SRSS Provider must cooperate with the Department or the third party to ensure that the Services are carried out in a co-ordinated, effective and timely manner, including by:
 - 13.5.1 providing access to all Materials, Personnel, accommodation and facilities necessary for the Department or the third party to perform the Services, subject to the SRSS Provider's reasonable security requirements and procedures as specified in this Contract;
 - 13.5.2 providing any information regarding the Services which a person with reasonable technical and commercial skills and expertise would find reasonably necessary for the Department or the third party to perform the Services; and

13.5.3 providing any assistance to the Department or the third party as required to:

- (a) otherwise perform the Services; and
- (b) agreeing on procedures with the Department and Other Providers for the division of responsibilities in relation to the Services and functions that may overlap between the SRSS Provider and Other Providers.

13.6 Nothing in this clause 13 relieves the SRSS Provider of any of its Obligations to provide the Services in accordance with this Contract.

14. SRSS OPERATIONAL PROCEDURES MANUAL

14.1 The Department will develop an SRSS Operational Procedures Manual that will provide guidance and outline the procedural requirements to implement the SRSS Programme including:

- 14.1.1 the processes that must be followed when performing the Services;
- 14.1.2 additional standards that must be met when providing the Services; and
- 14.1.3 any limitations or restrictions that may apply to the Services (including applicable financial limits and costs and payments that require the Department's approval before they are incurred or paid by the SRSS Provider).

14.2 The SRSS Provider must comply with the SRSS Operational Procedures Manual.

14.3 The Department may amend the SRSS Operational Procedures Manual at any time.

14.4 The Department will Notify the SRSS Provider of any updates to the SRSS Operational Procedures Manual through the Departmental Representative specified in Item 3. The SRSS Provider must not comply with any updated SRSS Operational Procedures Manual unless it has been provided to it by the Departmental Representative (or the person who is authorised by the Department to act in that position).

14.5 If the SRSS Provider identifies any inconsistency between the SRSS Operational Procedures Manual and any part of this Contract, including Attachment A (Schedule of Services), it must promptly Notify the Department.

15. DELIVERY

15.1 The SRSS Provider must perform and deliver the Services and the Deliverables at:

- 15.1.1 the times and in the manner specified in this Contract including Attachment A (Schedule of Services) and the SRSS Operational Procedures Manual; or
- 15.1.2 any later times that the Department Notifies to the SRSS Provider.

15.2 The SRSS Provider must continue to provide the Services to each SRSS Recipient in accordance with Attachment A (Schedule of Services) until:

15.2.1 such time that:

- (a) the Department Notifies the SRSS Provider to cease the Services to that SRSS Recipient; or
- (b) the SRSS Recipient is transferred to an Other Provider in accordance with Attachment A (Schedule of Services); or

15.2.2 the Services are required to be ramped down or transferred to the Department or its nominee in accordance with the approved Contract Transition Out Plan and Attachment A (Schedule of Services).

16. EXTRA SERVICES

Quotation

16.1 If the Department requires Extra Services from the SRSS Provider under this Contract it may:

- 16.1.1 request from the SRSS Provider a written quotation, proposal, tender or other information relevant to the required Extra Services;
- 16.1.2 conduct any discussions and negotiations with the SRSS Provider that the Department requires in order to reach agreement with the SRSS Provider on all matters relevant to the Extra Services; and
- 16.1.3 mutually determine with the SRSS Provider the contents of an Official Order in writing relating to the Extra Services.

Ordering Extra Services

16.2 If the Department requires Extra Services, the Department will submit an Official Order to the SRSS Provider in the form set out in Attachment M (Official Order) or as otherwise Notified by the Department that specifies the Extra Services it requires, the corresponding Contract Charges and any other requirements.

16.3 Following the issue of an Official Order in the agreed form:

- 16.3.1 the authorised representatives of both Parties will sign the Official Order;
- 16.3.2 the terms of this Contract will apply to the Extra Services, subject to any specific provisions set out in the Official Order;
- 16.3.3 the Extra Services specified in the Official Order will form part of the Services to be provided by the Service Provider; and
- 16.3.4 the SRSS Provider must provide the Extra Services in accordance with the Official Order and the terms and conditions of this Contract.

- 16.4 If there is any inconsistency between the terms and conditions of this Contract and an Official Order, the terms and conditions of this Contract will prevail to the extent of any inconsistency.
- 16.5 The Department is not liable for any Extra Services undertaken or additional expenditure incurred by the SRSS Provider unless the Extra Services are the subject of an Official Order that has been signed by the Department.

17. LEASES

- 17.1 The SRSS Provider must ensure that any leases entered into in respect of the Contract:
- 17.1.1 do not bind or name the Commonwealth;
 - 17.1.2 do not extend for a period that exceeds the Term (unless otherwise agreed by the Department before the commitment beyond the Term is entered into); and
 - 17.1.3 otherwise comply with the requirements of the Contract, including clause 54.5.
- 17.2 The Department will not pay the SRSS Provider any costs (and will not be liable for any costs) in relation to any make good or restoration of damage obligations under any lease entered into by the SRSS Provider or otherwise in relation to this Contract (whether such costs relate to commercial or, subject to clause 17.4, residential premises) including costs in relation to:
- 17.2.1 the removal of fittings and alterations;
 - 17.2.2 the storage or disposal of fittings and alterations; and
 - 17.2.3 repairing any damage.
- 17.3 If this Contract is terminated or reduced in scope for any reason, the Department is not required to pay any make good or restoration of damage costs as part of any expenses payment in relation to the termination or reduction in scope.
- 17.4 In the case of make good costs to residential premises, the Department may (but is not obliged to) agree to pay these costs where the SRSS Provider has made alterations to the premises at the request of the Department. Any such arrangement must be agreed to by the Department, in writing, at the time the Department requests the SRSS Provider to make alterations to the premises.

18. GOODS

Ownership and warranty

- 18.1 Where Attachment A (Schedule of Services) or the SRSS Operational Procedures Manual indicates that Goods provided to an SRSS Recipient may be retained by that SRSS Recipient, the SRSS Provider must ensure, and do all things necessary to ensure, that ownership of those Goods:

- 18.1.1 vests in the SRSS Recipient upon provision of the Goods to the SRSS Recipient; and
- 18.1.2 at the time ownership of the Goods passes to the SRSS Recipient, those Goods are free of any registered or unregistered charge, lien, mortgage, security, or other encumbrance.

Risk of loss of, or damage to Goods

- 18.2 The SRSS Provider acknowledges, agrees and must ensure that if it provides Goods to SRSS Recipients, the risk of loss of, or damage to, the Goods resides with the SRSS Provider until the Goods have been supplied to the SRSS Recipient in accordance with this Contract.
- 18.3 The SRSS Provider must ensure that the SRSS Recipient obtains the benefits of any warranties applicable to the Goods regardless as to whether the SRSS Recipient has title in those Goods.

Return of Goods

- 18.4 The Department may require the SRSS Provider to replace any Goods provided to an SRSS Recipient, at no additional cost to the Department, if they have not been provided in accordance with this Contract.
- 18.5 If the Department Notifies the SRSS Provider that the SRSS Provider must replace Goods, the SRSS Provider must promptly arrange for collection and replacement of those Goods in consultation with the SRSS Recipient, at the SRSS Provider's risk.
- 18.6 Clauses 18.4 and 18.5 apply irrespective of whether the title in the Goods or other Deliverables has passed to the SRSS Recipient. However, if the SRSS Recipient does not consent to the Goods being replaced, the SRSS Provider must Notify the Department and follow such further action as the Department requires.

Register of Goods

- 18.7 The SRSS Provider must maintain an up-to-date register of all Goods provided to SRSS Recipients, or which are held by or on behalf of the SRSS Provider and available to be provided to future SRSS Recipients. The register must also include any details required by the Department. The SRSS Provider must promptly provide a copy of that register to the Department upon request. This clause does not limit the SRSS Provider's Obligations to develop and maintain an Asset and Property Register in accordance with Attachment A (Schedule of Services).

19. DEPARTMENTAL ASSISTANCE

- 19.1 Without limiting any of the SRSS Provider's Obligations under this Contract, the Department must provide the facilities and assistance (if any) as specified in Attachment A (Schedule of Services).
- 19.2 Except as provided for in Attachment A (Schedule of Services):
 - 19.2.1 the Department is not required to provide any facilities, Materials or other resources to the SRSS Provider which are needed to perform the Services; and

- 19.2.2 the SRSS Provider must ensure it has and maintains the facilities, Materials and other resources needed to perform the Services in accordance with this Contract.
- 19.3 If the Department provides any facilities, Materials or other resources to the SRSS Provider, the SRSS Provider must promptly check them for their fitness for purpose and report any defects immediately to the Department.
- 19.4 The SRSS Provider must:
 - 19.4.1 maintain any facilities, Materials or other resources provided to the SRSS Provider by the Department and protect them from any Loss or damage (subject to any fair wear and tear); and
 - 19.4.2 comply with any applicable conditions or directions imposed by the Department in relation to any facilities, Materials or other resources provided to the SRSS Provider.

20. USE OF THE DEPARTMENT'S SYSTEMS

- 20.1 The SRSS Provider must use and comply with the Department's information technology systems and requirements in accordance with Attachment A (Schedule of Services) and the SRSS Operational Procedures Manual.

21. TRANSITION OUT OF SERVICES

Contract Transition Out Plan

- 21.1 The SRSS Provider must prepare, implement and comply with the approved Contract Transition Out Plan in accordance with Attachment A (Schedule of Services) including by:
 - 21.1.1 performing all the tasks and activities and delivering all Documentation and other Deliverables described in the Contract Transition Out Plan in accordance with its terms and prescribed timeframes; and
 - 21.1.2 ensuring that all tasks and activities are fully implemented and completed by the date specified by the Department.

Completing Contract Transition Out

- 21.2 The SRSS Provider must Notify the Department when it believes it has satisfied the requirements of the Contract Transition Out Plan.

General Contract Transition Out Obligations

- 21.3 Without limiting anything else in this Contract, the SRSS Provider must perform the Services in a manner that will effectively and efficiently allow for their transfer to the Department or an alternative service provider.
- 21.4 The SRSS Provider must take all reasonable actions to ensure the Services are transferred to the Department or another entity nominated by the Department during the Contract Transition Out Period.

- 21.5 During the Contract Transition Out Period:
- 21.5.1 the SRSS Provider must comply with the approved Contract Transition Out Plan; and
 - 21.5.2 if requested by the Department, the SRSS Provider must continue to perform any part of the Services that has not been transferred to the Department or another entity.

Contract Transition Out Period

- 21.6 The Contract Transition Out Period will commence on the earlier of:
- 21.6.1 the date on which a termination Notice is given by the Department in accordance with this Contract; or
 - 21.6.2 6 months before this Contract expires.
- 21.7 The Contract Transition Out Period will end on the date the Department Notifies the SRSS Provider that all the requirements in the approved Contract Transition Out Plan have been met and the Services have been either transferred or completed in accordance with this Contract and the approved Contract Transition Out Plan.
- 21.8 The terms of the Contract survive during the Contract Transition Out Period (but for the avoidance of doubt, the only amounts payable to the SRSS Provider after the end of the Term are those expressly stated to be payable during this time as set out in this Contract, if any).

Knowledge transfer

- 21.9 Without limiting anything else in this Contract, the SRSS Provider must, at no cost to the Department, provide the following assistance to the Department on termination or expiration of this Contract:
- 21.9.1 transfer or provide access to all information and Material, stored by whatever means, held by the SRSS Provider or under the control of the SRSS Provider in connection with this Contract; and
 - 21.9.2 make the SRSS Provider's Personnel available for discussions with the Department as may be required. The time, length and subject of these discussions will be at the sole discretion of the Department.

22. OTHER APPROVED PLANS

- 22.1 Where this Contract requires the SRSS Provider to submit a plan or any other document for approval by the Department:
- 22.1.1 that plan or document will have effect from the date of approval by the Department;
 - 22.1.2 if the Department is not satisfied with the plan or other document submitted, the SRSS Provider must promptly amend the plan or document and resubmit it for approval within the time frame specified by the Department; and

- 22.1.3 the approval of that plan or other document does not relieve the SRSS Provider from its Obligations under this Contract.
- 22.2 Without prejudice to any other requirement of this Contract, the SRSS Provider must implement all approved plans and documents in the circumstances for which they are designed and to the extent appropriate to those circumstances. This Obligation includes:
 - 22.2.1 performing all the tasks and activities set out in the approved plans and documents that are described as being for the SRSS Provider's performance;
 - 22.2.2 performing those tasks and activities in accordance with the terms and prescribed timeframes of the approved plans and documents; and
 - 22.2.3 ensuring that the approved plans and documents are fully implemented and maintained and the tasks and activities described in them are completed promptly.
- 22.3 Where the Contract (including Attachment A (Schedule of Services)) requires a plan or other document to be updated, maintained or provided on request to the Department, the SRSS Provider must ensure it:
 - 22.3.1 complies with the requirement and ensures updates and changes to plans are consistent with the Contract and with any directions or recommendations from the Department; and
 - 22.3.2 complies with a request to provide any plan within the timeframe specified by the Department.

23. PERFORMANCE MANAGEMENT

Performance Management - General

- 23.1 The Department will monitor the performance of the SRSS Provider under this Contract and will evaluate the effectiveness of the SRSS Provider's performance on an on-going basis.
- 23.2 The SRSS Provider must:
 - 23.2.1 comply with the performance management framework specified in Attachment A (Schedule of Services); and
 - 23.2.2 report to the Departmental Representative(s) on its performance under this Contract:
 - (a) during the Contract Transition In Period, as required by the Department but no less than monthly; and
 - (b) following the Effective Date as required by the Department but no less than quarterly for the first year and six monthly thereafter or as otherwise specified in Attachment A (Schedule of Services).

s. 47G(1)(a)

- 23.4 The Department will conduct a Quality Assurance programme to review and assess the performance of the SRSS Provider. Reviews will take into account the information that the SRSS Provider provides to the Department in its reports and any other information the Department has in relation to the SRSS Provider's performance under this Contract.
- 23.5 If the Department determines that the SRSS Provider's performance is not consistent with this Contract, the Department will Notify the SRSS Provider of the failure and specify a time period within which the SRSS Provider must remedy the failure, if capable of remedy. The SRSS Provider must respond to this Notice, in writing, providing information on the reason for the failure and the strategy it will adopt to remedy the failure and to prevent further failures.
- 23.6 Without limiting the Department's rights, if following a Notice given under clause 23.5, the Department determines that the SRSS Provider's performance has not improved to the Department's satisfaction within the period of time specified in the Notice, the Department may:
- 23.6.1 require the SRSS Provider to propose and comply with a remediation plan, additional Performance Measures or other measures for performance that are acceptable to the Department;
 - 23.6.2 reduce the scope of this Contract; or
 - 23.6.3 terminate this Contract.
- 23.7 The remainder of this clause 23 applies if Attachment A (Schedule of Services) specifies specific Performance Measures.

Measuring and monitoring tools

- 23.8 Unless specified otherwise in Attachment A (Schedule of Services), the SRSS Provider must:
- 23.8.1 where required, implement and maintain during the Term, measuring and monitoring tools capable of measuring its performance against the Performance Measures;
 - 23.8.2 provide the Department with access to the data and information gathered by those tools;
 - 23.8.3 if requested by the Department demonstrate to the Department the operation and accuracy of those tools; and
 - 23.8.4 investigate any failure to perform the Services in accordance with the Performance Measures.

Consequences of failing to meet Specific Performance Measures

- 23.9 During the first year after the Effective Date, the Parties intend to consider, negotiate and agree the consequences for failing to meet the specific Performance Measures

that will apply to the Contract. The Parties will endeavour, in good faith, to agree to the consequences for failing to meet the specific Performance Measures that are attainable, relevant and measurable. If the Parties are able to reach agreement by the first anniversary of the Effective Date the Parties will record their agreement through a variation to this Contract in accordance with clause 60 to implement the agreed consequences for failing to meet the Performance Measures (which will replace clauses 23.12 to 23.14 with the agreed Performance Measures).

- 23.10 If the Parties are unable to agree Performance Measures by the first anniversary of the Effective Date, clauses 23.12 to 23.14 will apply.
- 23.11 Nothing in this clause 23 limits the Department's rights in relation to any failure by the SRSS Provider to meet the Performance Measures (including for breach of this Contract).
- 23.12 The Department may Notify the SRSS Provider of the consequences that will apply if the SRSS Provider fails to meet a Performance Measure, including, if specified in the Notice, the Contract Rebates that will apply. The maximum Contract Rebate that may be specified in the Notice is 10% (in aggregate for all failures to meet the Performance Measures in the applicable month) of the Corporate Overhead Fee and Recipient Management Fee (in aggregate) payable for the applicable month.
- 23.13 Immediately after the issue of a Notice under clause 23.12, the Contract Rebate:
 - 23.13.1 may be applied at the Department's discretion, at any amount not exceeding 10% of the aggregate of the Corporate Overhead Fee and the Recipient Management Fee payable for the month as set out in clause 23.12; and
 - 23.13.2 if applied, the SRSS Provider must submit an adjusted invoice as directed by the Department to reflect the Contract Rebate applied.
- 23.14 The Department will consult with the SRSS Provider before applying any Contract Rebate and will take into account the outcome of those consultations.
- 23.15 The SRSS Provider acknowledges and agrees that the consequences for failing to meet the Performance Measures:
 - 23.15.1 are reasonable and appropriate for managing the SRSS Provider's adherence to its Obligations under the Contract; and
 - 23.15.2 do not limit the Department's rights or remedies arising from any defective performance under the Contract.
- 23.16 The Parties agree that:
 - 23.16.1 the amount of any Contract Rebates payable by the SRSS Provider under this Contract will not exceed the total amount of the Contract Charges payable to the SRSS Provider under this Contract; and
 - 23.16.2 the Department is not obliged to impose any Contract Rebate that may apply in accordance with this Contract;

- 23.16.3 any failure to impose a Contract Rebate does not limit the Department's right to apply a Contract Rebate in accordance with this Contract or otherwise waive any of the Department's other rights under this Contract.

Variations to the Performance Measures

- 23.17 The Department may, at its discretion, vary the Performance Measures by providing at least 20 Business Days prior written Notice to the SRSS Provider without requiring an amendment to this Contract. The Department may vary the Performance Measures for any reason (including to ensure that they continue to accurately reflect the requirements of this Contract and the priorities of the Department).

s. 47G(1)(a)

Review of Performance Measures

- 23.19 The SRSS Provider must:

- 23.19.1 liaise with the Department as and when requested by the Department to review the appropriateness and relevance of the Performance Measures; and
- 23.19.2 provide such information as the Department may request about the effects of the Performance Measures and performance of the Services, including to enable the Department to assess the appropriateness and relevance of the Performance Measures.

24. DEFECTIVE SERVICES OR DELIVERABLES

- 24.1 Following delivery of the Services or Deliverables by the SRSS Provider to the Department, the Department may take steps to verify that the Services or Deliverables delivered conform to the requirements of the Contract.
- 24.2 If the Services or Deliverables do not conform to the requirements of the Contract, the Department may Notify the SRSS Provider that some or all of the Services or Deliverables are rejected, in which case delivery or performance will be deemed not to have occurred for the purpose of determining whether the SRSS Provider has complied with clause 15.1.
- 24.3 The SRSS Provider must make good or replace the rejected Services or Deliverables at no additional cost to the Department, within the time specified by the Department. The SRSS Provider must meet all costs of, and incidental to, the performance of any remedial work.

SECTION C - GOVERNANCE AND PERSONNEL

25. GOVERNANCE

- 25.1 In addition to the reporting requirements in clauses 23 and 30, the SRSS Provider must comply with the governance and reporting requirements set out in Attachment A (Schedule of Services).

26. UNINCORPORATED CONSORTIA

- 26.1 This clause 26 applies only if the SRSS Provider comprises more than one entity.
- 26.2 The SRSS Provider warrants that its governance arrangements are as specified in this Contract as at the Commencement Date.
- 26.3 On the Commencement Date, all the entities that comprise the SRSS Provider appoint the Lead Member as their agent and general representative for the purpose of this Contract.
- 26.4 Without limiting the SRSS Provider's Obligations under this Contract (including under clause 75), the Lead Member may:
- 26.4.1 exercise some or all of the SRSS Provider's rights;
 - 26.4.2 perform or discharge some or all of the SRSS Provider's Obligations; and
 - 26.4.3 otherwise administer and perform this Contract on behalf of the SRSS Provider including the collection of the Contract Charges.
- 26.5 Without limiting clause 60, the SRSS Provider must not:
- 26.5.1 change its governance arrangements as specified in this Contract;
 - 26.5.2 limit the Lead Member's authority; or
 - 26.5.3 change the Lead Member,
- without the Department's prior written approval.
- 26.6 Nothing in this clause 26 prevents the Department directly communicating with or enforcing each entities' Obligations in respect of each entity comprising the SRSS Provider.

27. MANAGEMENT OF SERVICE PROVIDER PERSONNEL

General

- 27.1 The SRSS Provider must:
- 27.1.1 comply with its human resource management Obligations described in Attachment A (Schedule of Services);
 - 27.1.2 manage its Personnel (including Subcontractors) in a manner designed to ensure the best performance of the Services;
 - 27.1.3 ensure that its Personnel conduct themselves in a professional and ethical manner in undertaking and completing the Services and, in particular, that they demonstrate cross-cultural sensitivity and awareness in their performance of the Services;

- 27.1.4 ensure that its Personnel are aware of and comply with the APS Values and Code of Conduct and provide the Services in a manner consistent with the APS Values and Code of Conduct; and
- 27.1.5 ensure that its Personnel comply with:
- (a) any protocols, codes of conduct procedures or policies specified by the Department from time to time, including those specified in this Contract and Attachment A (Schedule of Services) and the SRSS Operational Procedures Manual;
 - (b) all applicable Obligations of the SRSS Provider under this Contract so as to not place the SRSS Provider in breach of its Obligations under this Contract; and
 - (c) all Laws.
- 27.2 The Department may require particular SRSS Provider Personnel to provide the Services in specific instances (including to ensure the safety and wellbeing of the SRSS Recipient, SRSS Provider and the Department). The SRSS Provider must comply with any such requests.

Removal of Personnel

- 27.3 The Department may, at its absolute discretion, give Notice requiring the SRSS Provider to remove Personnel (including Specified Personnel) from work in respect of the provision of the Services.
- 27.4 The SRSS Provider must provide replacement Personnel acceptable to the Department at no additional cost and at the earliest opportunity.
- 27.5 The unavailability of Personnel for any reason will not limit the SRSS Provider's Obligations to provide the Services under this Contract. Any need to replace any of the SRSS Provider's Personnel (including Specified Personnel) during the course of the Contract will not constitute an act or event that is beyond the reasonable control of the SRSS Provider in meeting the requirements of the Contract.
- 27.6 If the SRSS Provider is unable to provide acceptable replacement Personnel, the Department may terminate this Contract in accordance with the provisions of clause 62.

Disputes with Personnel

- 27.7 If there is any dispute between the SRSS Provider and its Personnel (including Subcontractors) that could adversely affect the performance of the Services, the SRSS Provider must:
- 27.7.1 Notify the Department immediately of the nature of the dispute and of its plans to resolve the dispute; and
 - 27.7.2 without limiting any other Obligation under this Contract, observe and implement the reasonable directions of the Department for the purpose of ensuring ongoing delivery of the Services.

SRSS Provider Representative

- 27.8 The SRSS Provider must appoint a SRSS Provider Representative. The SRSS Provider Representative at the Commencement Date is identified in Item 2.
- 27.9 The SRSS Provider Representative is the SRSS Provider's representative in respect of all aspects of the requirements specified in this Contract.

Departmental Representative(s)

- 27.10 The Departmental Representative(s) at the Commencement Date is identified in Item 3.
- 27.11 The Departmental Representative(s) is the Department's representative in respect of all aspects of the requirements specified in this Contract.
- 27.12 Subject to clause 14.4, the Parties acknowledge and agree that not all Notices may be issued by the Departmental Representative(s) and the SRSS Provider must comply with any authorised Notice from the Department even if that Notice has not been issued by the Departmental Representative(s).

Changes to SRSS Provider and Departmental Representative(s)

- 27.13 Each Party must Notify the other Party of any change in the address for Notices, or in the identity of the SRSS Provider Representative or Departmental Representative(s) (as applicable).

28. SPECIFIED PERSONNEL

- 28.1 If the Contract Details set out Specified Personnel, the SRSS Provider agrees that the Specified Personnel must undertake work in respect of the Services as set out in the Contract Details and in accordance with the terms of this Contract.
- 28.2 If Specified Personnel are unable to undertake work in respect of the Services, the SRSS Provider must Notify the Department immediately. The SRSS Provider must provide replacement Specified Personnel acceptable to the Department at no additional cost and at the earliest opportunity.

29. SUBCONTRACTING

- 29.1 The SRSS Provider must not, without the prior written approval of the Department, subcontract the performance of any part of the Services.
- 29.2 Without limiting clause 74, the Department may impose any terms and conditions it considers appropriate when giving its approval under clause 29.1.
- 29.3 The SRSS Provider must make available, on request, details including names of all Subcontractors performing all or part of the Services.
- 29.4 If requested by the Departmental Representative(s), the SRSS Provider must provide a copy of each Subcontract to the Department within the timeframes specified by the Departmental Representative(s).

- 29.5 The Service Provider acknowledges and agrees that the Department may publicly disclose the names of any Subcontractors engaged to perform the Services. The SRSS Provider must inform the Subcontractors that their participation in performing all or part of the Services may be publicly disclosed.

Obligations to flow down to Subcontracts

- 29.6 The SRSS Provider must ensure that any Subcontract for the performance of the Services contains provisions that are equivalent to the Obligations imposed on this SRSS Provider under this Contract, including those in relation to work health and safety, confidentiality, privacy, security, reporting Obligations, disclosures, audit requirements and compliance with Laws and Commonwealth policies.
- 29.7 The SRSS Provider must ensure that, each Subcontract contains a requirement for the Subcontractor to:
- 29.7.1 comply with any direction given by the SRSS Provider to reflect a direction from the Department including about reporting and remedying any defective performance;
 - 29.7.2 participate in any quality assurance activities conducted by the Department and to remedy any issues identified by the Department;
 - 29.7.3 directly engage and communicate (including to meet) with the Department (such engagement, communication and meetings to be initiated at the sole discretion of the Department); and
 - 29.7.4 provide all information relating to the Subcontractor's performance of any services, including documentation and financial information, as requested by the Department.
- 29.8 For clarity, the Department will not use its rights to communicate directly with the Subcontractor in respect of Extra Services or performance measurement or quality assurance. The Department will discuss these matters directly with the SRSS Provider.

SECTION D - REPORTING

30. REPORTING

- 30.1 In addition to any specific Obligations in Attachment A (Schedule of Services), the SRSS Provider must:
- 30.1.1 liaise with the Departmental Representative(s) as required;
 - 30.1.2 comply effectively and efficiently with any reasonable directions or request given by the Departmental Representative(s) in respect of this Contract;
 - 30.1.3 provide any information the Departmental Representative(s) may reasonably require; and
 - 30.1.4 attend meetings with the Department and Other Providers as required by the Department.

- 30.2 In addition to other reporting obligations in the Contract, the SRSS Provider must prepare and provide to the Department the reports specified in, and in accordance with, Attachment A (Schedule of Services) including:
- 30.2.1 at the times required by Attachment A (Schedule of Services);
 - 30.2.2 in the format required by Attachment A (Schedule of Services) (or in such other format as the Department may Notify to the SRSS Provider from time to time); and
 - 30.2.3 accurately containing all the details described in Attachment A (Schedule of Services) or required by the Department from time to time.
- 30.3 The SRSS Provider must prepare and provide to the Department any other reports as requested by the Department which are relevant to the Services (including in urgent circumstances such as to allow the Department to respond to ministerial or other requests for information about the Services).

SECTION E - PAYMENTS

31. NO CHARGES TO SRSS RECIPIENTS

- 31.1 The SRSS Provider is not entitled to charge or collect any amount (or any other benefit in kind) from SRSS Recipients in connection with the Services, including for payments made or services performed which are inconsistent with this Contract or the SRSS Operational Procedures Manual, as specified in clauses 7.1.5 and 7.1.6 of Attachment B (Contract Charges and Expenses).

32. CONTRACT CHARGES AND EXPENSES

- 32.1 In consideration for the performance by the SRSS Provider of its Obligations under this Contract and subject to the terms of the Contract, the Department must pay to the SRSS Provider:
- 32.1.1 the Contract Charges; and
 - 32.1.2 the Expenses (if any).

s. 47G(1)(a)

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

s. 47G(1)(a)

- 32.4.2 except as provided by clause 35, all taxes, duties and government charges imposed or levied in Australia or overseas in connection with the performance of this Contract.

Department's Right to Delay or Reduce Payment

32.5 Despite anything else in the Contract:

- 32.5.1 the Department is not obliged to pay the Contract Charges for any Services or Deliverables that are not provided in accordance with the Contract or pay any amount that is not payable in accordance with this Contract;
- 32.5.2 the Department may (in addition and without prejudice to any other right it may have) defer payment or reduce the amount of any Contract Charges payable until the SRSS Provider has completed, to the satisfaction of the Department, that part of the Services to which those Contract Charges relates;
- 32.5.3 if the Department pays any amount to the SRSS Provider that is not due, including by making a payment under an improperly rendered or inaccurate invoice, the SRSS Provider must immediately repay that overpayment to the Department; and
- 32.5.4 the Department may set-off any amount the SRSS Provider owes it, including under clause 32.5.3, against any amount the Department owes the SRSS Provider, whether owed actually, contingently or prospectively under this Contract.

Interest

- 32.6 The Department is not required to pay any interest or penalty in respect of late payments, unless expressly stated in Attachment B (Contract Charges and Expenses).

33. NOT USED

34. INVOICES

Correctly Rendered Invoice

- 34.1 A Correctly Rendered Invoice means an invoice that:

- 34.1.1 unless specified otherwise in Attachment B (Contract Charges and Expenses), is submitted monthly in arrears;
- 34.1.2 is addressed to the Departmental Representative(s) or such other person Notified to the SRSS Provider;
- 34.1.3 is in a form, whether required by the *A New Tax System (Goods and Services Tax) Act 1999* (Cth) or otherwise, that enables the Department to claim an input tax credit for any Goods and Services Tax imposed on any taxable supply by the SRSS Provider to the Department;
- 34.1.4 is correctly addressed;
- 34.1.5 is correctly calculated;
- 34.1.6 identifies the amount claimed;
- 34.1.7 where explanation is necessary, is accompanied by documentation substantiating the amount claimed (including from Subcontractors if requested by the Department); and
- 34.1.8 contains the information and meets the requirements for invoices set out in Attachment B (Contract Charges and Expenses).

Submission of Invoices

- 34.2 The SRSS Provider must submit a Correctly Rendered Invoice to the Department for the Contract Charges as they become payable under the Contract, at the times set out in Attachment B (Contract Charges and Expenses).
- 34.3 The SRSS Provider must not submit invoices for Services or Deliverables that have not been delivered to the Department.
- 34.4 If requested by the Department, the SRSS Provider must provide any additional information or clarification in relation to a submitted invoice. If the SRSS Provider fails to provide that additional information or clarification to the Department's satisfaction, the Department may withhold payment of the invoice until the additional information or clarification has been provided to the Department's satisfaction.

35. GST

- 35.1 In this clause 35, capitalised terms have the meaning given to them in *A New Tax System (Goods and Services Tax) Act 1999* (Cth).
- 35.2 A Party must pay GST on a Taxable Supply made to it under this Contract, in addition to any consideration (excluding GST) that is payable for that Taxable Supply and it must do so at the same time and in the same way as it is required to pay the consideration for that Taxable Supply.
- 35.3 A Party making a Taxable Supply to another Party under this Contract must issue a Tax Invoice to the other Party, setting out the amount of the GST payable by that other Party and must do so at the time the other Party is required to pay the consideration for the Taxable Supply.

- 35.4 Subject to clause 35.5, if the SRSS Provider is required under this Contract to indemnify the Department, or either Party is required to make a contribution to the other Party, and the other Party can obtain an Input Tax Credit on an acquisition associated with that indemnity or contribution, the amount the Party is required to pay is:
- 35.4.1 reduced by the amount of that Input Tax Credit; but
 - 35.4.2 increased by any GST payable by that other Party in respect of the indemnity or contribution.
- 35.5 Despite clause 35.4, the amount of an indemnity or contribution is not reduced by the amount of an Input Tax Credit if that credit has already been taken into account in calculating the amount of the indemnity or contribution. If an Adjustment Event results in the GST on a Taxable Supply being different from the GST recovered by the supplier, the supplier:
- 35.5.1 must refund to the other Party any excess; and
 - 35.5.2 may recover from the other Party any shortfall.
- 35.6 The recovery of any money from the other Party under clause 35.5 is conditional on an Adjustment Note first being given to the other Party.

36. PUBLIC MONEY

- 36.1 The Parties acknowledge that the SRSS Provider is not required to handle money on behalf of the Department under the Contract but may be required to pay money to SRSS Recipients which will be reimbursed by the Department in accordance with this Contract.

37. BENCHMARKING

- 37.1 From time to time during the Term, the Department may:
- 37.1.1 test the market for any or all of the Services; and/or
 - 37.1.2 undertake benchmarking to measure the standards of delivery and cost of the Services in part or in the aggregate to determine if the performance of the SRSS Provider matches and the Contract Charges are competitive with then current market prices and standards of delivery for similar services.
- 37.2 Benchmarking will be conducted in accordance with the timing and procedures as determined by the Department. The Department will consult the SRSS Provider on these matters and benchmarking which will not occur more than once every twelve months.
- 37.3 Without limiting the rights of the Department, the Department may release benchmarking results to:
- 37.3.1 other Commonwealth Agencies or State and Territory agencies;
 - 37.3.2 Ministers and their advisers;

- 37.3.3 Parliament or parliamentary committees; and
- 37.3.4 advisers to the Department.
- 37.4 If the benchmarking shows that the Contract Charges are not priced competitively because they are higher than the average price for charges for similar services, unless the SRSS Provider satisfies the Department that the difference in price is due to the Department's unique requirements and not due to the SRSS Provider's performance:
 - 37.4.1 the SRSS Provider must assist the Department to determine the causes of the benchmarker's findings and proactively seek resolution and an appropriate reduction in the Contract Charges within 60 Business Days or such other period agreed by the Department;
 - 37.4.2 if no resolution is reached:
 - (a) the Contract Charges will be reduced by the amount of the excess determined during the benchmarking from the end of the following month;
 - (b) the reduced Contract Charges must be reflected in subsequent invoices or may be set-off by the Department against any invoice received under the Contract; and
 - (c) the Contract must be updated in accordance with clause 60 to reflect the reduced Contract Charges.
- 37.5 A dispute in relation to benchmarking must be resolved in accordance with the dispute resolution process set out in this Contract.

SECTION F - MATERIAL AND INTELLECTUAL PROPERTY RIGHTS

38. COMMONWEALTH MATERIAL

- 38.1 The Department must provide to the SRSS Provider the Commonwealth Material as specified or described in Attachment E (Material).
- 38.2 The SRSS Provider must ensure that the Commonwealth Material is used, copied, supplied, or reproduced only for the purposes of this Contract.
- 38.3 The SRSS Provider must ensure that all Commonwealth Material is used strictly in accordance with any conditions or restrictions set out in Attachment E (Material), and any direction by the Department.
- 38.4 Upon the expiration or earlier termination of this Contract, or at any other time Notified by the Department, the SRSS Provider must return to the Department all Commonwealth Material remaining in its possession unless otherwise directed by the Department.

39. INTELLECTUAL PROPERTY - OWNERSHIP MODEL

- 39.1 Item 10 of the Contract Details sets out the ownership model for Intellectual Property Rights in all Contract Material.

- 39.2 If no ownership model is selected in Item 10 of the Contract details:
- 39.2.1 clause 40 will apply; and
- 39.2.2 for the avoidance of doubt, no part of clause 41 will apply.
- 39.3 Nothing in clauses 39, 40 or 41 affects the ownership of the Intellectual Property Rights in any:
- 39.3.1 Commonwealth Material;
- 39.3.2 Existing SRSS Provider Material;
- 39.3.3 Third Party Material; or
- 39.3.4 other Auxiliary Material.
- 39.4 The SRSS Provider must obtain all necessary Intellectual Property Rights and permissions before using or making available any Third Party Material or other Auxiliary Material for the purposes of this Contract.
- 39.5 The Department will obtain all necessary Intellectual Property Rights and permissions before making Commonwealth Material available to the SRSS Provider for the purposes of this Contract.

40. COMMONWEALTH OWNERSHIP OF INTELLECTUAL PROPERTY RIGHTS

[Note This clause applies if specified in Item 10 of the Contract Details or if that item is not completed.]

- 40.1 All Intellectual Property Rights in all Contract Material vests immediately in the Commonwealth upon its creation.
- 40.2 Unless otherwise specified in Attachment E (Material), to the extent that the Department needs to use any Auxiliary Material provided by the SRSS Provider to receive the full benefit of Services or Deliverables (including the Contract Material), the SRSS Provider grants to (or must procure for) the Department a permanent, irrevocable, royalty-free, worldwide, non-exclusive licence (including a right to sublicense) to use, reproduce, adapt, modify, distribute, communicate and exploit that Auxiliary Material for any purpose.
- 40.3 Unless otherwise specified in Attachment E (Material), to the extent that the SRSS Provider needs to use any of the Commonwealth Material or Contract Material for the purpose of performing its Obligations under the Contract, the Commonwealth grants to the SRSS Provider a world-wide, royalty free, non-exclusive, non-transferable licence (including the right to sublicense) to use, reproduce, adapt, modify, distribute and communicate that Material solely for the purpose of providing the Services.
- 40.4 The licence in clause 40.3 is subject to:
- 40.4.1 any limitation, condition or restriction in Attachment E (Material); and
- 40.4.2 any direction by the Department.

41. SRSS PROVIDER OWNERSHIP OF INTELLECTUAL PROPERTY RIGHTS

[Note: This clause only applies if specified in Item 10 of the Contract Details.]

- 41.1 All Intellectual Property Rights in the Contract Material vests or will vest immediately in the SRSS Provider upon its creation.
- 41.2 Unless otherwise specified in Attachment E (Material), to the extent that the Department needs to use any of the Contract Material or Auxiliary Material provided by the SRSS Provider to receive the full benefit of the Services or the Deliverables (including the Contract Material), the SRSS Provider grants to (or must procure for) the Department a permanent, irrevocable, worldwide, royalty free, non-exclusive, non-transferable licence (including the right to sublicense) to use, reproduce, adapt, modify, distribute, communicate and exploit that Material for any purpose.
- 41.3 If required by the Department, the SRSS Provider must make the Contract Material or Auxiliary Material available to third Parties (including to members of the public) by means of a Creative Commons licence, in accordance with any reasonable direction by the Department.
- 41.4 Unless otherwise specified in Attachment E (Material), to the extent that the SRSS Provider needs to use any of the Commonwealth Material for the purpose of performing its Obligations under the Contract, the Commonwealth grants to the SRSS Provider a world-wide, royalty-free, non-exclusive, non-transferable licence (including the right to sublicense) to use, reproduce, adapt, modify, distribute and communicate that Material solely for the purpose of providing the Services.
- 41.5 The licence in clause 41.4 is subject to:
 - 41.5.1 any limitation, condition or restriction in Attachment E (Material); and
 - 41.5.2 any direction by the Department.

42. INTELLECTUAL PROPERTY WARRANTY

Warranty

- 42.1 The SRSS Provider represents and warrants that:
 - 42.1.1 it is entitled; or
 - 42.1.2 it will be entitled at the relevant time,to grant the licences and deal with the Intellectual Property Rights in any Material, including Contract Material, Existing SRSS Provider Material, Third Party Material and any other Auxiliary Material provided by it, in the manner set out in this Contract.

Remedy for breach of warranty

- 42.2 If someone claims, or the Commonwealth reasonably believes that someone is likely to claim, that all or part of a Deliverable or the performance of a Service infringes their Intellectual Property Rights, the SRSS Provider must, in addition to the

indemnity under clause 51 and to any other rights that the Commonwealth may have against it, promptly, at the SRSS Provider's expense:

- 42.2.1 use its best efforts to secure the rights for the Commonwealth to continue to use the Deliverables free of any claim or Liability for infringement; or
- 42.2.2 replace or modify the Service or Deliverables so that the SRSS Provider's provision of it or the Department's use of the relevant Deliverable does not infringe the Intellectual Property Rights of any other person,

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

43. MORAL RIGHTS

43.1 For the purposes of this clause 43, '**Permitted Acts**' means any of the following classes or types of acts or omissions:

- 43.1.1 using, reproducing, adapting or exploiting all or any part of the Contract Material, with or without attribution of authorship;
- 43.1.2 supplementing the Contract Material with any other Material;
- 43.1.3 making any variations to, including additions to or deletions from, the Contract Material; or
- 43.1.4 using the Contract Material in a different context to that originally envisaged,

but does not include those which would infringe the author's right not to have authorship falsely attributed.

43.2 If the SRSS 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 Commonwealth or any person claiming under or through the Department.

43.3 If clause 43.2 does not apply, the SRSS Provider must:

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

43.4 This clause 43:

- 43.4.1 applies subject to any provision to the contrary in Attachment E (Material); and
- 43.4.2 does not apply to any Commonwealth Material incorporated into the Contract Material.

SECTION G - INFORMATION AND SECURITY

44. CONFIDENTIAL INFORMATION

- 44.1 The Parties must not, without prior Notice of consent from the other Party:
- 44.1.1 use any Confidential Information of the other Party except for the purposes of this Contract; and
 - 44.1.2 disclose any Confidential Information of the other Party to a third party.
- 44.2 Without limiting clause 74, in giving written consent to use or disclose the Commonwealth's Confidential Information, the Department may impose such conditions as it thinks fit, and the SRSS Provider must comply with those conditions.
- 44.3 If the SRSS Provider becomes subject to a legal Obligation to provide any Confidential Information of the Department to a third party, the SRSS Provider must immediately:
- 44.3.1 Notify the Department;
 - 44.3.2 take all reasonable steps to lawfully resist or narrow the requirement to disclose the Confidential Information; and
 - 44.3.3 assist and cooperate with the Department if the Department seeks to limit or resist the requirement for the Confidential Information to be disclosed.
- 44.4 If the SRSS Provider becomes aware that any Confidential Information of the Department may have been lost, stolen, accessed or used in a manner inconsistent with this clause 44, or any suspected or possible breach of this Contract, the SRSS Provider must:
- 44.4.1 immediately Notify the Department giving details of the suspected or possible breach;
 - 44.4.2 do everything necessary to remedy the unauthorised access to, use or disclosure of the Confidential Information, or to prevent the suspected or possible breach of this clause 44;
 - 44.4.3 comply with all written directions from the Department in relation to the actual, suspected or possible breach of this clause 44; and
 - 44.4.4 give the Department all assistance required in connection with proceedings which the Department may institute against any person for breach of confidence or otherwise.
- 44.5 The SRSS Provider must ensure that each member of its Personnel who may have access to any Confidential Information of the Department is (before being given access to that Confidential Information) briefed on or otherwise made aware of the fact that the wrongful disclosure of, or the misuse of, Confidential Information would be a breach of this Contract.
- 44.6 The Department may at any time require:
- 44.6.1 the SRSS Provider's Personnel; or

- 44.6.2 any person with a Third Party Interest,
- to give a written undertaking in a form at Attachment K (Confidentiality Deed) or such other form as reasonably required by the Department relating to the use and non-disclosure of the Commonwealth's Confidential Information.
- 44.7 If the SRSS Provider receives a request under clause 44.6, it must promptly arrange for all such undertakings to be given.
- 44.8 The Obligations on the Parties under this clause 44 will not be taken to have been breached to the extent that Confidential Information:
- 44.8.1 is disclosed by a Party in order to comply with Obligations, or exercise rights, under this Contract;
- 44.8.2 is disclosed by a Party's internal management Personnel, solely to enable effective management or auditing of Contract related activities;
- 44.8.3 is disclosed to any Commonwealth Minister, or the Minister's advisers;
- 44.8.4 without limiting the application of this clause 44.8, is disclosed:
- (a) in order to comply with the requirements of any regulatory body;
- (b) in order to respond to a request that is made by a Royal Commission, a body undertaking an administrative or statutory review, or an audit or inquiry (whether within or external to the Commonwealth), including a review, audit or inquiry that is conducted by the Commonwealth Auditor-General, the Australian Information Commissioner or the Privacy Commissioner pursuant to clause 58; or
- (c) in order to respond to a request or direction of a House, or a request by a Committee, of the Parliament of the Commonwealth of Australia;
- 44.8.5 is authorised or required by Law to be disclosed;
- 44.8.6 is shared by the Department within the Department's organisation, or with another agency, where this serves the legitimate interests of the Commonwealth;
- 44.8.7 is in the public domain otherwise than due to a breach of this clause 44; or
- 44.8.8 without limiting this clause 44, was not disclosed by the SRSS Provider to, or held by, the Department under an Obligation of confidentiality.
- 44.9 Where a person discloses Confidential Information to another person pursuant to clauses 44.8.1, 44.8.2, 44.8.3, or 44.8.4, the disclosing person must notify the receiving person that the information is confidential.
- 44.10 The Obligations under this clause 44 continue after the expiry or termination of this Contract unless specified otherwise in relation to particular Confidential Information in Attachment C (Confidential Information).

Reporting Obligations and Disclosures

- 44.11 The SRSS Provider permits the disclosure of information related to this Contract for various reporting and Commonwealth disclosure Obligations. These disclosures include:
- 44.11.1 disclosure of procurement information for the Department's annual reporting purposes;
 - 44.11.2 disclosure to the Parliament and its committees, as appropriate, in line with the Government Guidelines for Official Witnesses before Parliamentary Committees and Related Matters;
 - 44.11.3 disclosure of information consistent with *the Freedom of Information Act 1982* (Cth);
 - 44.11.4 disclosure of discoverable information that is relevant to a case before a court; and
 - 44.11.5 disclosure of information as required under other Law or Commonwealth policy.
- 44.12 The SRSS Provider must provide all reasonable assistance to the Department with regard to the release of the SRSS Provider's Confidential Information where disclosure may be required for the purposes of the Department's Parliamentary reporting and accountability Obligations.

45. PROTECTION OF PERSONAL INFORMATION

Application of Clause

- 45.1 This clause 45 applies only to the extent that the SRSS Provider deals with Personal Information in providing the Services under this Contract.

Interpretation of this clause

- 45.2 In this clause 45, the following terms have the same meaning as they have in the *Privacy Act 1988* (Cth) (the **Privacy Act**):
- 45.2.1 an agency;
 - 45.2.2 overseas recipient;
 - 45.2.3 APP code;
 - 45.2.4 CR code;
 - 45.2.5 contracted service provider; and
 - 45.2.6 APPs (Australian Privacy Principles).

Obligations of SRSS Provider in relation to Personal Information

- 45.3 The SRSS Provider acknowledges that it is a contracted service provider and agrees, in providing the Services under this Contract:
- 45.3.1 to use or disclose Personal Information obtained in the course of providing Services under this Contract only for the purposes of this Contract;
 - 45.3.2 to carry out and discharge the Obligations contained in the APPs as if it were an agency;
 - 45.3.3 not to do any act or engage in any practice which, if done or engaged in by an agency, would be a breach of an APP;
 - 45.3.4 to comply with the APPs, any registered APP Code or registered CR Code that is applicable to the SRSS Provider;
 - 45.3.5 to comply with APP 5 by notifying the individuals where Personal Information is being, or has been collected about the individuals. Unless otherwise provided by the Privacy Act, the SRSS Provider must notify or make the individual/s aware that important information about the collection, use and disclosure (to other agencies and third parties, including overseas entities) of Personal Information, including sensitive information, can be located in the Department's Privacy Notice Form (Form 1442i);
 - 45.3.6 not to use or disclose Personal Information in breach of APP 7 (Direct marketing) of the Privacy Act (where applied to the SRSS Provider), unless the information was collected for the purpose of meeting, directly or indirectly, an Obligation under this Contract; and the use or disclosure is necessary to meet, directly or indirectly, such an Obligation under this Contract;
 - 45.3.7 to comply with any request under section 95C of the Privacy Act (relating to disclosure of any provisions of this Contract that are inconsistent with a registered APP code binding a party to the Contract or with an APP);
 - 45.3.8 to comply with the APPs in relation to the collection, use, disclosure, storage and destruction or de-identification of Personal Information, when disclosure is made to an overseas recipient;
 - 45.3.9 to ensure that if disclosure is made to an overseas recipient, the overseas recipient implements a data breach response plan which includes a mechanism for notifying the Department where there are reasonable grounds to suspect a data breach and outlines appropriate remedial action;
 - 45.3.10 to Notify individuals whose Personal Information is held by SRSS Provider or Subcontractor, as the case may be, of the complaints mechanism outlined in the Privacy Act that may apply to the SRSS Provider;
 - 45.3.11 to Notify the Department immediately if the SRSS Provider:
 - (a) becomes aware of a breach or possible breach of any of the Obligations contained in, or referred to in, this clause 45, whether by the SRSS Provider or a Subcontractor;

- (b) becomes aware that a disclosure of Personal Information may be required by law; or
 - (c) is approached by the Information Commissioner, or by any individual to whom any Personal Information held by the SRSS Provider or Subcontractor relates, in respect of Personal Information;
 - 45.3.12** to cooperate with any reasonable request or direction of the Department in relation to an inquiry, audit or other exercise of powers and functions, by the Information Commissioner under the Privacy Act;
 - 45.3.13** to comply with any directions, guidelines, determinations or recommendations relating to the use or disclosure of Personal Information publicly available or Notified to the SRSS Provider by the Department; and
 - 45.3.14** to ensure that all Personnel required to deal with Personal Information for the purposes of this Contract are made aware of the Obligations of the SRSS Provider set out in this clause 45.
- 45.4 The SRSS Provider must ensure that any Subcontract entered into by the SRSS Provider for the purpose of fulfilling its Obligations under this Contract imposes on the Subcontractor the same Obligations that the SRSS Provider has under this clause 45 (including this requirement in relation to Subcontracts).
- 45.5 The provisions of this clause 45 survive termination or expiration of this Contract.

Change of Law

- 45.6 The SRSS Provider:
- 45.6.1 undertakes to comply, at no additional cost to the Department, with any changes to the Privacy Act which may come into force during the Term; and
 - 45.6.2 undertakes to agree to the making of changes to this clause 45 which are required to reflect any such changes in the Privacy Act.
- 45.7 The provisions of this clause 45 survive termination or expiration of this Contract.

SRSS Recipient involvement in research

- 45.8 If the SRSS Provider receives a request from a third party for SRSS Recipient involvement in any research, survey, review or data collection activities, the SRSS Provider must obtain the SRSS Recipient's consent prior to agreeing to arranging the SRSS Recipient's involvement or providing any information about the SRSS Recipient.
- 45.9 The SRSS Provider must promptly report to the Department all third party requests for SRSS Recipient involvement in any research, survey, review or data collection activities. The SRSS Provider must ensure that Unaccompanied Minors do not participate in any research, survey, review or data collection activities without the Department's prior written approval.

46. SECURITY REQUIREMENTS

46.1 In this clause 46:

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

Official Resources includes:

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

Protective Security Policy Framework means the Australian Government Protective Security Policy Framework as amended from time to time;

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

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

General Security Obligations

46.2 The SRSS Provider must ensure that its Personnel comply with:

- 46.2.1 all relevant security requirements specified in the Australian Government Protective Security Framework;
- 46.2.2 the security requirements specified Attachment A (Schedule of Services); and
- 46.2.3 any variations or additions to these security requirements that the Commonwealth (in its absolute discretion) Notifies the SRSS Provider in writing, from the date specified in the Notice (or five Business Days after it receives the Notice if no date is specified).

46.3 The SRSS Provider acknowledges that in performing the Contract, it may become subject to certain statutory provisions relating to security and security issues, and must ensure that its Personnel are aware of, and comply, with those statutory provisions.

46.4 Subject to clause 60, the SRSS Provider may apply to the Department for a variation in the Contract Charges if the SRSS Provider can substantiate that changes to the security requirements pursuant to clause 46.2.3 have cost implications for it.

Personnel Security

46.5 The SRSS Provider must obtain prior written authorisation from the Department for any Personnel who may be required to:

- 46.5.1 enter secure areas in the Department's building or places;
 - 46.5.2 work with Commonwealth Personnel for extended periods;
 - 46.5.3 have access to Security Classified Information, or valuable assets; or
 - 46.5.4 hold a particular kind of security clearance that the Department Notifies to the SRSS Provider.
- 46.6 The SRSS Provider must ensure that all Personnel proposed for authorisation under clause 46.5:
- 46.6.1 are of good fame and character;
 - 46.6.2 are properly qualified for the tasks they are to perform; and
 - 46.6.3 will act in all circumstances in a fit and proper manner while they are carrying out work under this Contract.
- 46.7 The SRSS Provider must provide any information the Department reasonably requests to enable the Department to investigate whether particular Personnel should be authorised under clause 46.5.
- 46.8 The Commonwealth must Notify the SRSS Provider of:
- 46.8.1 the Personnel who have been granted authorisation under clause 46.5 (**Authorised Persons**);
 - 46.8.2 the type and level of Commonwealth security clearance (if any) given to each Authorised Person; and
 - 46.8.3 the period during which the authorisation is effective; and
 - 46.8.4 the Personnel who have not been granted authorisation.
- 46.9 The SRSS Provider must acknowledge receipt of any Notice provided under clause 46.8 by signing and returning a copy of the Notice to the Department.
- 46.10 The SRSS Provider must promptly Notify the Department of any change in an Authorised Person's circumstances that, in the SRSS Provider's reasonable opinion, is likely to affect the Commonwealth's authorisation of that person.
- 46.11 The Commonwealth may, at any time, on reasonable grounds, without any liability whatsoever, withdraw, limit or suspend its authorisation of a particular person, and if it does so, must Notify the SRSS Provider.
- 46.12 If the Department gives a Notice under clause 46.11, the SRSS Provider must, upon request by the Department, propose and make available another person for authorisation by the Commonwealth under clause 46.5 within a reasonable time and without inconvenience or cost to the Commonwealth.
- 46.13 The Department may, from time to time, Notify the SRSS Provider that particular Personnel must hold a particular level of Commonwealth security clearance and the

SRSS Provider must comply with, and ensure its Personnel act in accordance with, that Notice.

- 46.14 Unless otherwise specified in Attachment B (Contract Charges and Expenses), the SRSS Provider is responsible for all costs associated with obtaining security clearances or obtaining authorisation under this clause 46.

Information Security

- 46.15 The SRSS Provider must not permit any of its Personnel to have any access to Security Classified Information unless:

- 46.15.1 the relevant person has been cleared to the appropriate security level;
- 46.15.2 the Commonwealth has given prior written authorisation; and
- 46.15.3 the relevant person has undergone any training specified in Attachment A (Schedule of Services) relating to access and use of Security Classified Information.

- 46.16 The SRSS Provider must inform the Department immediately if it becomes aware that any unauthorised person has had access to Security Classified Information.

- 46.17 The SRSS Provider must not perform any part of the Services outside Australia, or transfer Security Classified Information outside Australia, without the Department's prior written approval.

- 46.18 The SRSS Provider must ensure that any access its Personnel have to the Department's systems or information (including information in relation to SRSS Recipients) immediately cease upon that Personnel ceasing to be an employee or contractor of the SRSS Provider or no longer have a requirement to access such information.

Physical Security

- 46.19 The SRSS Provider may only access the Department's premises if it:

- 46.19.1 has the Department's written authorisation; and
- 46.19.2 complies with the Department's requirements set out in this Contract or otherwise Notified by the Department including any directions or procedures in relation to security and workplace safety that apply to those premises.

- 46.20 The SRSS Provider must ensure that its Personnel safeguard any keys or passes or other Material detailing access arrangements that are provided to the SRSS Provider for the purposes of this Contract.

- 46.21 The SRSS Provider must protect any Official Resources it possesses or controls to the same extent as if it were the Commonwealth, including ensuring that unauthorised persons cannot access any Official Information.

Security Reports

- 46.22 The SRSS Provider must Notify the Department immediately if it becomes aware that a Security Incident has occurred.
- 46.23 The SRSS Provider must supply written security reports to the Department in a form and at the times specified in Attachment A (Schedule of Services) or as otherwise Notified by the Department, including the following information:
- 46.23.1 all Security Incidents, including steps taken by the SRSS Provider to address these;
 - 46.23.2 perceived security problems;
 - 46.23.3 where appropriate, recommendations for security improvements;
 - 46.23.4 proposed and actual changes of Personnel; and
 - 46.23.5 any other information which the Department reasonably requires.

Training

- 46.24 The SRSS Provider must, upon request by the Department, ensure that its Personnel undertake the training specified in Attachment A (Schedule of Services) or as Notified by the Department.

SECTION H - RISKS

47. DELAY AND EXCUSABLE EVENTS

Notification of delays

- 47.1 The SRSS Provider must, on becoming aware that it will be unable to meet an Obligation in relation to delivery of the Services or Deliverables, or any other Obligation under the Contract (including compliance with Performance Measures), promptly Notify the Department and provide details of the cause of the anticipated delay or failure and of the SRSS Provider's proposal for managing and minimising the delay or failure.

Extension of time

- 47.2 Without limiting the Parties' Obligations to minimise and manage risk in accordance with the Contract, if the SRSS Provider is delayed in the provision of the Services or Deliverables and the event giving rise to the delay is an Excusable Event, the SRSS Provider may request an extension of time for the provision of the Services or Deliverables for the period the SRSS Provider was delayed or prevented from providing those Services or Deliverables in accordance with the variation procedures in clause 60 if required.
- 47.3 If the Department grants any extension of time (which it may do in its sole discretion), the Parties may vary the Contract in accordance with the variation procedures in clause 60 if required.

Effect of Excusable Event on Performance Measures

- 47.4 An Excusable Event will be taken into account in measuring the SRSS Provider's performance against the Performance Measures specified in Attachment A (Schedule of Services) only to the extent it affects any applicable Performance Measures.
- 47.5 The SRSS Provider must obtain the Department's approval in writing of a claim that circumstances preventing achievement of a Performance Measure(s) is an Excusable Event, and must provide Notice of the details of the relevant Excusable Event before the Excusable Event may be:
- 47.5.1 taken into account in calculating the SRSS Provider's performance against a Performance Measure or calculating a Contract Rebate; or
 - 47.5.2 incorporated by the SRSS Provider into the reporting of the SRSS Provider's performance against a Performance Measure.
- 47.6 Subject to the Department giving written approval of a claim for relief, if the SRSS Provider believes an Excusable Event has prevented (or is preventing) it from achieving a Performance Measure(s), the Department may:
- 47.6.1 grant an extension of the permissible time for complying with the Performance Measure(s) by the length of the period of prevention directly caused by the Excusable Event; or
 - 47.6.2 if the prevention is ongoing, waive the requirement to comply with that Performance Services for the period of the prevention or grant such other relief as may be appropriate in the circumstances.

Excusable Events

- 47.7 For the purposes of this clause 47 and subject to clause 47.8, an Excusable Event is:
- 47.7.1 a fire, flood, earthquake, elements of nature or act of God;
 - 47.7.2 a riot, civil disorder, rebellion or revolution;
 - 47.7.3 an Australian Government delay in passing any appropriation bills; and
 - 47.7.4 any of the following events:
 - (a) wilfully wrong or unlawful conduct of the Department or Department Personnel; or
 - (b) a failure caused by action of any Department Personnel, except if the Department Personnel are acting in accordance with the SRSS Provider's direction and provided that the SRSS Provider has exercised all reasonable care in the provision of the Services in accordance with this Contact and would not have identified or been able to mitigate or correct that failure.
- 47.8 An event specified in clause 47.7 will only be an Excusable Event if, and to the extent, it:

- 47.8.1 is beyond the SRSS Provider's reasonable control (including being beyond the reasonable control of the subcontractors of or suppliers to the SRSS Provider);
- 47.8.2 could not have reasonably been contemplated by the SRSS Provider; or
- 47.8.3 is caused by the Department and provided that the SRSS Provider has exercised all reasonable care in the provision of the Services in accordance with this Contact and would not have identified or been able to mitigate or correct that failure.

48. CONFLICT OF INTEREST

- 48.1 In this clause 48:

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

- 48.2 The SRSS Provider warrants that, to the best of its knowledge after making diligent inquiry, at the Commencement Date no Conflict that has not been disclosed to the Department exists or is likely to arise in the performance of its Obligations under this Contract by itself or by any of its Personnel.
- 48.3 The SRSS Provider must not, and must ensure that its Personnel do not, engage in any activity that is likely to give rise to a Conflict.
- 48.4 If a Conflict arises, or appears likely to arise, during the Term the SRSS Provider must:
 - 48.4.1 Notify the Department immediately;
 - 48.4.2 make full disclosure of all relevant information relating to the Conflict; and
 - 48.4.3 take such steps as the Department may reasonably require to resolve or otherwise deal with the Conflict.
- 48.5 If the SRSS Provider is unable or unwilling to resolve or deal with a Conflict to the satisfaction of the Department, the Department may terminate this Contract in accordance with clause 62.

49. RISK MANAGEMENT AND BUSINESS CONTINUITY

- 49.1 The SRSS Provider must, in relation to the performance of the Services:
 - 49.1.1 implement appropriate risk management strategies;
 - 49.1.2 act in accordance with generally recognised best practice risk management standards in its industry;
 - 49.1.3 maintain regular backup copies of all software and databases used in provision of the Services;

- 49.1.4 protect against the introduction of any computer virus or malicious code and against effects of any such virus or malicious code;
- 49.1.5 maintain and upgrade the business continuity plan and disaster recovery procedures and plans and provide these plans to the Department upon request; and
- 49.1.6 maintain an appropriate risk register and risk treatment schedule.
- 49.2 The SRSS Provider must comply with any additional risk management measures specified in Attachment A (Schedule of Services) and Attachment F (Additional Risk Management Measures), including any:
 - 49.2.1 requirement to prepare and/or comply with a risk management plan or business continuity plan; and
 - 49.2.2 any provisions giving the Commonwealth rights necessary to ensure continued provision of the Services in the event of default or likely default (known as 'step-in rights').
- 49.3 The SRSS Provider must comply with, and must ensure that all Subcontractors comply with, the SRSS Provider's risk management strategies and plans in the performance of the Services, including any additional requirements under Attachment A (Schedule of Services) and Attachment F (Additional Risk Management Measures).

50. WARRANTIES

Application of general warranties

- 50.1 The general warranties provided under this clause 50:
 - 50.1.1 will survive the termination or expiry of this Contract; and
 - 50.1.2 are in addition to, do not limit and are not limited by any other warranties provided by the SRSS Provider under this Contract.

SRSS Provider has informed itself

- 50.2 The SRSS Provider warrants, represents and undertakes that:
 - 50.2.1 it has and will be deemed to have done everything possible to inform itself fully and completely as to:
 - (a) the requirements in this Contract;
 - (b) the Law and the conditions, risks, contingencies and all other factors which may affect the timing, scope, cost or effectiveness of performing this Contract; and
 - (c) all things necessary for delivery and management of this Contract and the performance of the SRSS Provider's Obligations under this Contract;

- 50.2.2 it enters into this Contract based on its own investigations, interpretations, deductions, information and determinations; and
- 50.2.3 it does not rely on any representation, warranty, condition or other conduct, information, statement or document which may have been made by the Department or any person purporting to act on behalf of the Department in entering into this Contract, other than an express warranty contained in this Contract.

SRSS Provider's right to grant licences

- 50.3 The SRSS Provider warrants, represents and undertakes that it has:
 - 50.3.1 the right to grant all licences granted pursuant to this Contract;
 - 50.3.2 will have at the time it provides accommodation to an SRSS Recipient, all necessary rights, title and interests in that accommodation to provide the SRSS Recipient with quiet enjoyment of the accommodation; and
 - 50.3.3 the right or consent of all relevant owners or licensors of all relevant third Party rights needed for the provision of the Services.

SRSS Provider's right to enter this Contract

- 50.4 The SRSS Provider warrants and represents that:
 - 50.4.1 it has the right to enter into this Contract;
 - 50.4.2 it has:
 - (a) full corporate power and authority; and
 - (b) all rights, title, licences, interests and property necessary, to lawfully enter into, perform and observe its Obligations under this Contract;
 - 50.4.3 the execution, delivery and performance of this Contract has been duly and validly authorised by all necessary corporate action; and
 - 50.4.4 the SRSS Provider's signing, delivery and performance of this Contract does not constitute:
 - (a) a violation of any judgment, order or decree;
 - (b) a material default under any agreement which relates in any way to the provision of the Services; or
 - (c) an event that would, with notice or lapse of time, constitute such a default.

SRSS Provider skill and quality

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

SRSS Provider's disclosure of proceedings and matters

- 50.6 The SRSS Provider warrants, represents and undertakes that it has disclosed in writing prior to the Commencement Date any matter that may affect the SRSS Provider's reputation or capability or ability to perform and fulfil its Obligations under this Contract, including:
- 50.6.1 any relevant litigation, arbitration, mediation, conciliation, proceeding or investigation that is taking place, pending or threatened (either in Australia or overseas); and
- 50.6.2 any relevant matters relating to the commercial, technical or financial capacity of the SRSS Provider or of any Subcontractor proposed to be engaged in respect of this Contract.

SRSS Provider's compliance with Australian Government Policy

- 50.7 The SRSS Provider warrants, represents and undertakes that:
- 50.7.1 it is not named by the Workplace Gender Equality Agency as an employer that is currently not complying with the *Workplace Gender Equality Act 2012* (Cth);
- 50.7.2 it has not had a judicial decision against it (not including decisions under appeal) relating to employee entitlements in respect of which it has not paid the judgment account; and
- 50.7.3 it is not named, and none of its Personnel are named, on the list of persons designated as terrorists for the purposes of the *Charter of the United Nations (Dealing with Assets) Regulations 2008* (Cth).

Third party warranties

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

Department's right to enter this Contract

- 50.9 The Department warrants that it has the right and authority to enter into this Contract.

51. INDEMNITY

51.1 The SRSS Provider must at all times indemnify the Department and its Personnel and any SRSS Recipient (**those indemnified**) from and against any:

51.1.1 Loss or Liability incurred;

51.1.2 Loss of or damage to property of those indemnified or any other person;

51.1.3 Loss incurred in dealing with any claim against those indemnified including legal costs and expenses on a solicitor/own client basis and the cost of time spent, resources used or disbursements paid by the Department; or

51.1.4 Loss arising out of, or as a consequence of, the personal injury or death of any person,

arising from:

51.1.5 any act or omission by the SRSS Provider or its Personnel in connection with this Contract;

51.1.6 any breach by the SRSS Provider of its Obligations or warranties under this Contract;

51.1.7 any incorrect or incomplete provision of data or information whether by input into the Department's IT systems or otherwise;

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

51.1.9 the use by those indemnified of the Contract Material or Auxiliary Material provided by the SRSS Provider (including in respect of any infringement of Intellectual Property Rights in that Material),

irrespective of whether there was fault on the part of the person whose conduct gave rise to that Liability or Loss.

51.2 The SRSS Provider's Liability to indemnify the Department under clause 51.1 will be reduced proportionately to the extent that any breach of this Contract by the Department or any act or omission involving fault on the part of the Department contributed to the relevant Liability or Loss.

51.3 The right to be indemnified under clause 51.1 is in addition to, and not exclusive of, any other right, power or remedy provided by Law.

51.4 This clause 51 will survive seven years from the expiration or termination of this Contract.

Rights held on trust

51.5 Where an indemnity in this clause 51 provides a benefit to a person who is not a Party to the Contract (including SRSS Recipients), that benefit will be held on trust for that

person by the Department through whom those rights are obtained and that benefit may be exercised by the person as beneficiary under the trust or on their behalf by the Department as trustee.

52. LIABILITY

Limitation

- 52.1 The liability of each Party arising out of or in connection with this Contract (including any indemnity) is, subject to clause 52.2, limited to the amount specified in Item 11 of the Contract Details.
- 52.2 Unless specified otherwise in Item 11 of the Contract Details, any limit on the liability of each Party under clause 52.1 does not apply in relation to liability relating to:
- 52.2.1 personal injury (including sickness and death);
 - 52.2.2 loss of, or damage to, tangible property;
 - 52.2.3 any infringement of Intellectual Property Rights;
 - 52.2.4 a breach of any Obligation of confidentiality, security matter or privacy;
or
 - 52.2.5 any breach of any Law or any wilfully wrong act or omission, including, in the case of the SRSS Provider, any act or omission that constitutes repudiation of this Contract.
- 52.3 Unless specified otherwise in Item 11 of the Contract Details, the limitation of liability in clause 52.1 applies in respect of each single occurrence or a series of related occurrences arising from a single cause.

Review of limitation

- 52.4 The Parties acknowledge that the limitation of liability specified in Item 11 of the Contract Details may be subject to review in the event that this Contract is varied or extended.
- 52.5 Without limiting the Department's rights under clause 4.2, for the avoidance of doubt, a Party may require a review of the limitation of liability specified in Item 11 of the Contract Details as a condition of its acceptance to a variation request under clause 60, but only for the purpose of achieving a proportionate adjustment to reflect any alteration to that Party's risk exposure arising out of that variation.

Contribution

- 52.6 The liability of a Party (**Party A**) for any Losses incurred by another Party (**Party B**) will be reduced proportionately to the extent that:
- 52.6.1 any negligent act or omission of Party B (or of its Subcontractors or Personnel); or

52.6.2 any failure by Party B to comply with its Obligations and responsibilities under this Contract,

contributed to those Losses, regardless of whether legal proceedings are brought by Party A for negligence or breach of this Contract.

53. GUARANTEES

Performance Guarantee

53.1 The SRSS Provider must provide within ten Business Days of the date of Notification by the Department of its requirement for, a performance guarantee in the form set out at Attachment H (Performance Guarantee) or an alternative form agreed by the Department.

53.2 The purpose of the performance guarantee is to ensure the due performance of this Contract by the SRSS Provider and, in the event of default, for the SRSS Provider's Guarantor to perform the Contract on behalf of the SRSS Provider.

53.3 The Department may terminate this Contract if a properly executed performance guarantee is not provided to the Department in accordance with this Contract within 20 Business Days of the date of Notification by the Department.

Financial Undertaking

53.4 The SRSS Provider must, at its expense, provide to the Department, within ten Business Days of the date of written Notification by the Department of its requirement of, security in the form of an unconditional and irrevocable banker's undertaking which must be:

53.4.1 executed by a financial institution approved by the Department and be stamped (if required);

53.4.2 materially in the form of the undertaking appearing at Attachment I (Financial Undertaking), or an alternative form agreed by the Department; and

53.4.3 for the sum of as Notified by the Department.

53.5 The Financial Undertaking is for the purpose of ensuring the due and proper performance of this Contract by the SRSS Provider and the Department may (without reference to the SRSS Provider) demand any sum under that banker's security from the financial institution referred to in clause 53.4 in respect of:

53.5.1 amounts owed to the Department by the SRSS Provider;

53.5.2 damages suffered by the Department and its Personnel as a result of a breach of the Contract by the SRSS Provider; and

53.5.3 any Loss suffered by the Department and its Personnel that is the subject of an indemnity under the Contract.

53.6 If the Financial Undertaking is subject to a time limit, and the Term of the Contract is extended beyond that time limit, the SRSS Provider must, prior to the commencement

of that extension, provide to the Department a further Financial Undertaking in accordance with clause 53.4 for a period that continues for the relevant Term or such longer period as is reasonably requested by the Department.

- 53.7 The Department may terminate this Contract if a properly executed Financial Undertaking is not provided to the Department in accordance with this Contract within 20 Business Days of the date of Notification by the Department.

54. NOVATION AND CONTRACTING RIGHTS FOR SUBCONTRACTORS

- 54.1 The Department may, at any time, Notify the SRSS Provider that some or all Subcontractors must:

54.1.1 enter into a direct contractual relationship with the Department; or

54.1.2 novate the Subcontract to the Department for the scope of the Services provided by the Subcontractor as nominated by the Department.

- 54.2 Upon receiving a Notice in accordance with clause 54.1.2, the SRSS Provider must, at no additional cost to the Department, promptly arrange for the agreements with the Subcontractor(s) identified in the Notice to be novated or assigned to the Department (as determined by the Department) using the deed of novation or assignment set out in Attachment J (Subcontractor Novation Deed).

- 54.3 Without limiting the SRSS Provider's Obligations to co-ordinate and manage Other Providers, upon completion of any novation of a Subcontract, the SRSS Provider must continue to provide the Services not affected by the novation of the Subcontracts(s) in accordance with this Contract.

- 54.4 The SRSS Provider must ensure that its contractual arrangements with Subcontractors incorporate pre-agreed provisions for novation or assignment of those arrangements that are consistent with this Contract and from the SRSS Provider to the Department, at no additional cost to the Department.

- 54.5 This clause 54 applies equally to any leases entered by the SRSS Provider for the purposes of the Services and the SRSS Provider must ensure that it has, or is able to, obtain all necessary consents to permit any lease to be transferred to the Department or its nominee and otherwise perform all required transactions (and meet all applicable costs) to effect or permit this occur.

55. INSURANCE

Obligation to maintain insurance

- 55.1 In connection with the provision of the Services, the SRSS Provider must have and maintain for the Term, valid and enforceable insurance policies of the types for the amounts set out in Item 14 of the Contract Details.

- 55.2 The insurance policies referred to in clause 55.1 must be maintained for the Term unless specified otherwise in Item 14 of the Contract Details.

Certificates of currency

- 55.3 The SRSS Provider must:

- 55.3.1 upon request by the Department; and
 - 55.3.2 promptly after each required insurance policy is renewed,
- provide proof that it has insurance required under this clause 55 to the Department.

56. STEP-IN RIGHTS

- 56.1 Without prejudice to any other right or remedy which the Department may have under the Contract, at common law or under any Law, if a Trigger Event occurs the Department may, at its option, give a Notice (**Step-In Notice**) to the SRSS Provider.
- 56.2 A Trigger Event occurs if:
 - 56.2.1 any default or non-performance by the SRSS Provider under this Contract occurs which substantially prevents, hinders, degrades or delays the performance of any critical function of the Department or the SRSS Programme for more than 48 consecutive hours;
 - 56.2.2 any default or non-performance by the SRSS Provider under this Contract occurs which causes a delay in meeting a milestone that is, in the Department's reasonable opinion, a critical milestone;
 - 56.2.3 in the Department's reasonable opinion there has been:
 - (a) substantial non-performance by the SRSS Provider of its Obligations under this Contract including delay;
 - (b) gross mismanagement by the SRSS Provider or other event which gives rise to a material risk of a disruption to the provision of the Services under the Contract and the SRSS Provider does not commence to remedy the relevant event within 24 hours of being given Notice by the Department requiring the SRSS Provider to remedy the relevant event or fails to remedy the relevant event within twenty (20) Business Days (or such longer period as agreed by the Department) after being given that Notice; or
 - (c) the SRSS Provider seeks to terminate this Contract other than in accordance with its legal rights under the Contract or at Law, or otherwise repudiates or abandons the Contract.

Upon giving Step-In Notice

- 56.3 Upon giving a Step-In Notice to the SRSS Provider:
 - 56.3.1 the Department or its nominee may take control of that part or the whole of the provision of the Services in question as is necessary to exercise the step-in rights under this clause and to remedy the Trigger Event;
 - 56.3.2 the Department may obtain similar services elsewhere or make any other arrangements considered necessary by the Department; and

56.3.3 the SRSS Provider must provide all reasonable assistance to the Department or its nominee wherever and however reasonably possible to ensure that the Department is able to take the steps permitted under this clause, including:

- (a) the grant of royalty-free licences to the Department to:
 - (i) access the relevant part of the SRSS Provider's facilities and use the SRSS Provider's equipment, furnishings and fittings; and
 - (ii) use any documentation and software, including Intellectual Property Rights in that documentation and software, or other Material or intellectual property in respect of which the SRSS Provider has the necessary ownership or usage rights, needed for the exercise of the Department's rights under this clause;
- (b) providing the Department or its nominee with access to, and the use of, relevant Personnel of the SRSS Provider for no additional Charges; and
- (c) ensuring that the Department or its nominee is able to assist the SRSS Provider to continue to meet the SRSS Provider's ongoing Contractual or other Obligations (other than Obligations arising under this Contract) that relate to the SRSS Provider's activities affected by the Step-In Notice, without any liability accruing to the Department or its nominee in respect of those Obligations (but without limitation to this clause).

56.4 Upon the Department or its nominee exercising any of its rights under this clause, the SRSS Provider's Obligations under the Contract to provide the Services being provided by the Department, or in respect of which the Department is exercising its rights under this clause, are suspended to the extent and for such period as is necessary to permit the Department to exercise those rights.

Cost of exercising Step-In Rights

- 56.5 If the Department exercises its rights under this clause, the Department will be entitled to retain from the Charges an amount equal to its or its nominee's reasonable costs and any necessary capital expenditure (**Reasonable Costs**) required in exercising those rights and, where appropriate, providing the relevant part of the Services.
- 56.6 If the Reasonable Costs calculated in accordance with clause 56.5 exceed the Charges, the Department or its nominee may recover from the SRSS Provider the difference between the Reasonable Costs and the Charges that would otherwise have been payable to the SRSS Provider for those Services.
- 56.7 The Charges payable by the Department to the SRSS Provider during the period in which the Department exercises its rights under this clause will be the amount payable under the Contract, after taking into account any rights the Department may have to set off, retain or recover the Charges in the Contract, including the Reasonable Costs.

Cessation of Step-In Rights

- 56.8 The Department must cease to exercise its rights under this clause if:
- 56.8.1 the Trigger Event is satisfactorily remedied or resolved; and
 - 56.8.2 the Department is reasonably satisfied that there is no longer a material risk to the performance of this Contract.

Termination by the Department

- 56.9 If the event giving rise to the Trigger Event has not been remedied or resolved within a period of 40 Business Days from the date that the Step-In Notice was given, or such later date for remedy or resolution agreed to by the Department and the SRSS Provider, the Department may terminate the Contract in accordance with this clause.
- 56.10 If the Contract is terminated in the circumstances referred to in clause 56.9, the SRSS Provider is not entitled to any termination compensation or payment whatsoever, including any payment in relation to the remaining period of this Contract.

Other matters

- 56.11 No action of the Department or its nominee under this clause limits or otherwise affects the SRSS Provider's liability to the Department with respect to any default or non-performance by, or other liability of, the SRSS Provider under the Contract.
- 56.12 The SRSS Provider's liability under this clause will be reduced proportionately to the extent that any tortious (including negligent), unlawful act or omission or wilful misconduct of the Department or its nominee caused or contributed to the Loss.

SECTION I - ACCESS AND AUDIT

57. BOOKS AND RECORDS

- 57.1 The SRSS Provider must at all times, and must ensure its Subcontractors, maintain full, true, accurate and up-to-date accounts and records relating to this Contract (and keep all receipts and other evidence of expenses). Such accounts and records must:
- 57.1.1 include appropriate audit trails for transactions performed;
 - 57.1.2 record all receipts and expenses in relation to the performance of the Services;
 - 57.1.3 record all other matters on which the SRSS Provider is required to report by this Contract;
 - 57.1.4 be kept in a manner that permits them to be conveniently and properly audited, and enables the Contract Charges and any other amounts payable to be determined;
 - 57.1.5 comply with any applicable Australian Accounting Standards; and
 - 57.1.6 be made available to the Department (including by Subcontractors) as required for monitoring and reviewing the performance of the SRSS

Provider's Obligations under this Contract, including being available for audit and access in accordance with clauses 58 and 59 (and such information may be requested to be provided to substantiate any invoice submitted by the SRSS Provider).

- 57.2 The SRSS Provider must securely retain, and require its Subcontractors to securely retain, for a period of seven years after termination or expiration of this Contract, all accounts and records referred to in clause 57.1.
- 57.3 The SRSS Provider must comply with any reasonable directions from the Department with respect to any applicable Commonwealth, State or Territory Laws relating to archival requirements.
- 57.4 The SRSS Provider must bear its own costs of complying with this clause 57.
- 57.5 If the SRSS Provider has custody, control or possession of Commonwealth records, the SRSS Provider must comply with the *Archives Act 1983* (Cth) to the extent applicable to those records.
- 57.6 This clause 57 applies for the Term and for a period of seven (7) years from the termination or expiry of this Contract.

58. ACCESS TO PREMISES AND AUDITS

- 58.1 The SRSS Provider must allow:
 - 58.1.1 the Departmental Representative(s);
 - 58.1.2 the Australian National Audit Office (including the Auditor-General or his or her delegate);
 - 58.1.3 the Privacy Commissioner or his or her delegate;
 - 58.1.4 the Australian Information Commissioner or his or her delegate;
 - 58.1.5 the Commonwealth Ombudsman or his or her delegate; and
 - 58.1.6 other persons authorised by the Departmental Representative(s),
(each an **Authorised Investigator**) to access the SRSS Provider's premises at all reasonable times and to inspect and copy all relevant documentation and records, however stored, in the SRSS Provider's possession or control as set out in this clause 58, for purposes associated with the Contract or any review of performance under the Contract including:
 - 58.1.7 the SRSS Provider's operational practices and procedures as they relate to this Contract, including security procedures and financial management practices (including management of any public money);
 - 58.1.8 the accuracy of the SRSS Provider's invoices, receipts and reports in relation to the provision of the Services under this Contract;
 - 58.1.9 the SRSS Provider's compliance with its confidentiality, privacy Obligations and security Obligations under this Contract;

- 58.1.10 material (including books and records) in the possession of the SRSS Provider relevant to the Services or Contract; and
- 58.1.11 any other matters determined by the Authorised Investigator to be relevant to the this Contract.
- 58.2 The SRSS Provider must provide full and accurate answers to any questions regarding records or information related to this Contract.
- 58.3 The rights referred to in clause 58.1 are subject to:
 - 58.3.1 the provision of reasonable prior Notice to the SRSS Provider;
 - 58.3.2 compliance with the SRSS Provider's reasonable security procedures;
 - 58.3.3 each Party bearing its own cost arising out of or in connection with any access or inspection; and
 - 58.3.4 if appropriate, execution of a deed of confidentiality relating to non-disclosure of the SRSS Provider's Confidential Information.

Access by the Authorised Investigator

- 58.4 The Authorised Investigator may:
 - 58.4.1 access the premises of the SRSS Provider to the extent relevant to the performance of this Contract;
 - 58.4.2 require the provision by the SRSS Provider and its Personnel, of records and information in a data format and storage medium accessible by the Authorised Investigator by use of the Authorised Investigator's existing computer hardware and software;
 - 58.4.3 inspect and copy documentation, books and records, however stored, in the custody or under control of the SRSS Provider or its Personnel; and
 - 58.4.4 require assistance in respect of any inquiry into or concerning the Services or this Contract. For these purposes an inquiry includes any administrative or statutory review, audit or inquiry (whether within or external to the Department), any request for information directed to the Authorised Investigator, and any inquiry conducted by Parliament or any Parliamentary committee.
- 58.5 The SRSS Provider must provide access to the SRSS Provider's computer hardware and software to the extent necessary for the Authorised Investigator to exercise its rights under this clause 58, and provide the Authorised Investigator with any reasonable assistance requested by the Authorised Investigator to use that hardware and software.

Conduct of audit and access

- 58.6 The Authorised Investigator must use reasonable endeavours to ensure that:
 - 58.6.1 audits performed pursuant to clause 58; and

58.6.2 the exercise of the general rights granted by this clause 58 by the Authorised Investigator,

do not unreasonably delay or disrupt in any material respect the SRSS Provider's performance of its Obligations under this Contract.

Independent Financial Audits

58.7 The SRSS Provider must provide to the Department, by 30 October each year of the Term:

58.7.1 a financial report covering the previous financial year;

58.7.2 a written statement signed by an authorised officer of the SRSS Provider that the terms and conditions of the Contract have been complied with; and

58.7.3 a written statement signed by an independent auditor certifying that the financial reports required are based on proper accounts and those records are in agreement with those accounts and records.

No reduction in responsibility

58.8 The requirement for, and participation in, audits does not in any way reduce the SRSS Provider's responsibility to perform its Obligations in accordance with this Contract.

No restriction

58.9 Nothing in this Contract reduces, limits or restricts in any way any function, power, right or entitlement of the:

58.9.1 Australian National Audit Office (including the Auditor -General or his or her delegate);

58.9.2 Privacy Commissioner or his or her delegate;

58.9.3 Australian Information Commissioner or his or her delegate; or

58.9.4 Commonwealth Ombudsman or his or her delegate or a delegate,

and the rights of the Department under this Contract are in addition to any other power, right or entitlement of those entities.

Costs

58.10 Except as set out in clause 58.11, each Party must bear its own costs of any reviews and/or audits.

58.11 If the SRSS Provider is able to substantiate that it has incurred direct expenses in the Department's exercise of the rights granted under this clause 58 which, having regard to the value of this Contract, are substantial, the Department and the SRSS Provider may negotiate an appropriate reimbursement. Any reimbursement must not be greater than the direct expenses incurred and must be substantiated.

58.12 The SRSS Provider must ensure that any Subcontract contains an equivalent clause granting the rights specified in this clause 58.

58.13 This clause 58 applies for the Term and for a period of seven years from the date of expiration or termination of the Contract.

59. ADDITIONAL ACCESS TO DOCUMENTS

59.1 This clause 59 applies and the SRSS Provider acknowledges that this Contract is a Commonwealth Contract.

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

59.3 The SRSS Provider must include in any Subcontract provision that will enable the SRSS Provider to comply with its Obligations under this clause 59.

59.4 This clause 59 survives the expiration or termination of this Contract.

SECTION J - CHANGES TO THE CONTRACT, DISPUTES AND TERMINATION

60. VARIATION OF THIS AGREEMENT

60.1 No variation of this Contract will be of any force or effect unless it is in writing and signed by the Parties.

60.2 Unless a provision of this Contract expressly provides otherwise, the Parties must follow the processes in Attachment D (Contract Change Process) if either Party wishes to vary the Contract.

60.3 Any changes to the Contract Charges and Expenses associated with a variation of this Contract must:

60.3.1 not exceed any reasonable additional cost; and

60.3.2 take fully into account any reduction in cost.

60.4 No proposed changes to any Contract Charges or Expenses are payable by the Department until those Contract Charges and Expenses have been agreed in accordance with this Contract.

60.5 Any variation to this Contract takes effect from the date on which the Parties execute the necessary document to implement that change unless another date for commencement of the variation is specified in that document.

61. DISPUTE RESOLUTION

61.1 The Parties agree that any dispute arising during the course of this Contract will be dealt with as follows:

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under the Freedom of Information Act 1982

- 61.1.1 the Party claiming that there is a dispute will send to the other a Notice setting out the nature of the dispute;
- 61.1.2 the Parties must try to resolve the dispute by direct negotiation, including by referring the matter to persons who may have authority to intervene and direct some form of resolution;
- 61.1.3 the Parties must act in good faith to genuinely attempt to resolve the dispute in all stages of the dispute resolution process;
- 61.1.4 the Parties have ten Business Days from the sending of the Notice (or such other time as is agreed by the Parties) to:
 - (a) reach a resolution; or
 - (b) to agree that the dispute will be submitted to mediation or some other form of alternative dispute resolution procedure (and if the Parties cannot agree to a mediation or some other form of alternative dispute resolution procedure within a further ten Business Days from the sending of the Notice (or such other time as is agreed by the Parties), the Parties must request the chairperson of LEADR or the chairperson's nominee to appoint a mediator); and
- 61.1.5 either Party may commence legal proceedings if:
 - (a) there is no resolution or agreement; or
 - (b) there is a submission to mediation or some other form of alternative dispute resolution procedure, but there is no resolution within fifteen (15) Business Days of the submission (or such extended time as the Parties may agree in writing before the expiration of the fifteen (15) Business Days).

61.2 Despite the existence of a dispute, the SRSS Provider must continue to perform the Services unless Notified otherwise by the Department.

Role of mediator and Obligations of parties

61.3 The role of any person appointed to conduct any form of alternative dispute resolution procedure will be to assist in negotiating a resolution of the dispute. That person may not make a decision which is binding on a Party to the dispute unless the Party agrees in writing.

Confidentiality

61.4 Any information or Documentation disclosed by a party under this clause 61:

- 61.4.1 must be kept confidential (subject to this Contract); and
- 61.4.2 may only be used to attempt to resolve the dispute unless otherwise agreed by the Parties.

Costs

- 61.5 Each Party to a dispute must pay its own costs of complying with this clause 61. The Parties to the dispute must equally pay the costs of any dispute resolution procedure unless otherwise agreed.

Termination of process

- 61.6 A party to a dispute may terminate the dispute resolution process by giving Notice to each other Party after it has complied with this clause 61.

Breach of this clause

- 61.7 If a party to a dispute breaches clauses 61.1 to 61.8, the other Party does not have to comply with those clauses in relation to the Dispute.

When clause does not apply

- 61.8 Clause 61.1 does not apply to:
- 61.8.1 action by either Party under or purportedly under clause 62;
 - 61.8.2 action by the Department under or purportedly under clauses 32.3, 32.5 or 63; or
 - 61.8.3 either Party commencing legal proceedings for urgent interlocutory relief.

Survival

- 61.9 This clause 61 survives termination of this Contract.

62. TERMINATION FOR DEFAULT

- 62.1 If the SRSS Provider fails to perform any Obligation under this Contract, the Department may (without limitation to any other remedy available at Law):
- 62.1.1 if it considers that the failure is not capable of remedy – terminate this Contract immediately by Notice; or
 - 62.1.2 if it considers that the failure is capable of remedy – give Notice requiring that the failure to be remedied within the time specified in the Notice and, if the failure is not remedied within that time, terminate this Contract immediately by giving a second Notice.
- 62.2 The Department may also, by Notice, terminate this Contract immediately (but without prejudice to any prior right of action or remedy which either Party has or may have) if the SRSS Provider suffers an Insolvency Event.
- 62.3 The SRSS Provider must Notify the Department immediately if:
- 62.3.1 the SRSS Provider being a corporation, there is any change in the direct or indirect beneficial ownership or control of the SRSS Provider which may have an adverse effect on the ability of the SRSS Provider to perform its Obligations under this Contract;

- 62.3.2 the SRSS Provider disposes of the whole or any part of its assets, operations or business other than in the ordinary course of business;
- 62.3.3 the SRSS Provider ceases to carry on business;
- 62.3.4 the SRSS Provider ceases to be able to pay its debts as they become due;
- 62.3.5 the SRSS Provider being a company enters into liquidation or has a controller or managing controller or liquidator or administrator appointed; or
- 62.3.6 where the SRSS Provider is a partnership, any step is taken to dissolve that partnership.

63. TERMINATION FOR CONVENIENCE

- 63.1 The Department may, at any time by Notice, terminate this Contract or reduce the scope of the Services immediately, for any reason (including if there is a reduction in demand for the Services or number of SRSS Recipients).
- 63.2 Upon receipt of a Notice of termination or reduction, the SRSS Provider agrees to:
 - 63.2.1 stop (or reduce) work as specified in the Notice;
 - 63.2.2 take all available steps to minimise loss resulting from that termination or reduction; and
 - 63.2.3 continue work on any part of the Services not affected by the Notice.
- 63.3 If there has been a termination under clause 63.1, the Department will be liable only:
 - 63.3.1 to pay any Contract Charges or Expenses relating to those parts of the Services completed before the effective date of termination; and
 - 63.3.2 to reimburse any expenses reasonably and unavoidably incurred by the SRSS Provider and directly attributable to the termination or reduction where the SRSS Provider substantiates these amounts to the satisfaction of the Departmental Representative(s).
- 63.4 Clause 63.3.2 does not apply if the Notice of termination or reduction is at least three months.
- 63.5 The Department is not liable to pay compensation under clause 63.3 in an amount which would, in addition to any amounts paid or due or becoming due to the SRSS Provider under this Contract, together exceed the Contract Charges.
- 63.6 Where there has been a reduction in the scope of the Services, the Department's liability to pay the Contract Charges or Expenses under this Contract will, unless there is agreement in writing to the contrary, abate in accordance with the reduction in the Services.
- 63.7 The SRSS Provider will not be entitled to compensation for loss of prospective profits or any consequential or indirect Losses.

SECTION K - GENERAL

64. COMPLIANCE WITH LAWS AND POLICIES

General

- 64.1 The SRSS Provider must, in carrying out its Obligations under this Contract, comply with all relevant Laws of the Commonwealth or State or Territory or local authority in force from time to time.
- 64.2 The SRSS Provider must, in carrying out its Obligations under this Contract, comply with applicable Commonwealth policies, guidelines or operational requirements if those policies, guidelines or operational requirements are specified in this Contract or Notified to the SRSS Provider from time to time as applicable to the Services (including any amendments to those policies, guidelines and operational requirements).
- 64.3 Without limiting clauses 64.1 or 64.2, the SRSS Provider must comply with all provisions and requirements set out in Attachment G (Commonwealth Law and Policy Requirements).

Offences under Crimes Act 1914 and Criminal Code 1995

- 64.4 The SRSS Provider acknowledges and agrees that:
- 64.4.1 any unauthorised access, alteration, removal, addition, possession, control, supply or impediment to the access, reliability, security or operation of data held in any computer (or, in some cases, any storage device) in the course of performing the Services may be an offence under Part 10.7 of the *Criminal Code 1995* (Cth) for which there are a range of penalties, including a maximum of ten years imprisonment;
- 64.4.2 the giving of false and misleading information to the Department or its Personnel is a serious offence under Division 137 of the *Criminal Code 1995* (Cth); and
- 64.4.3 the publication or communication of any fact or document by a person which has come to their knowledge or into their possession or custody by virtue of the performance of this Contract (other than to a person to whom the SRSS Provider is authorised to publish or disclose the fact or document) may be an offence under sections 70 and 79 of the *Crimes Act 1914* (Cth), the maximum penalty for which is seven years imprisonment.

65. NOTICES

- 65.1 A Notice, request or other communication must be given in writing and dealt with as follows:
- 65.1.1 if given by the SRSS Provider to the Department - addressed and forwarded to the Department, for the attention of the Departmental Representative(s) at the address indicated in Item 15 of the Contract Details or as otherwise Notified by the Departmental Representative(s).

- 65.1.2 if given by the Department to the SRSS Provider - signed by the Departmental Representative(s) and forwarded to the SRSS Provider at the address indicated at Item 15 of the Contract Details or as otherwise Notified by the SRSS Provider Representative.
- 65.2 Any such Notice, request or other communication must be delivered by hand or sent by pre-paid security post, facsimile or email, to the address of the Party to which it is sent.
- 65.3 Any Notice, request or other communication will be deemed to be received:
 - 65.3.1 if delivered personally, on the date of delivery;
 - 65.3.2 if sent by pre-paid security post, on the day that the acknowledgment of delivery is completed by the recipient;
 - 65.3.3 if sent by facsimile:
 - (a) before 4:00pm on any Business Day, on the following Business Day; or
 - (b) after 4:00pm on any Business Day, on the second Business Day following the day of dispatch,

provided that the sender receives an "OK" code in respect of the transmission and is not Notified by the recipient by close of business of the next Business Day (or second Business Day as applicable) following the day of dispatch that the transmission was illegible; and

- 65.3.4 if transmitted electronically before 4:00pm on any Business Day, on that Business Day, or if after 4:00pm, on the following Business Day, provided the Sender does not receive a transmission error report or 'out-of-office' type notification.

66. PROTECTION OF THE DEPARTMENT'S REPUTATION

Logos and branding

- 66.1 The SRSS Provider must not use the Department's logo without obtaining the Department's prior written approval.
- 66.2 If the Department approves the use of the Department's logo on a publication, the SRSS Provider must:
 - 66.2.1 comply with the Australian Government Branding Guidelines as amended from time to time (available at www.dpmc.gov.au);
 - 66.2.2 comply with any directions issued by the Department;
 - 66.2.3 ensure that the Department's logo has prominence over and above other images, including any logo for the SRSS Provider; and
 - 66.2.4 ensure that the Department's logo meets minimum size requirements and is not altered or distorted.

Acknowledgement of Department support

- 66.3 In this clause 66, 'Approved Branding Wording' means the wording identified in clause 66.4.
- 66.4 The SRSS Provider may acknowledge the Department's involvement in the SRSS Programme by using the following wording:
- 66.4.1 'Supported by the Australian Government Department of Immigration and Border Protection through the SRSS Programme.'
- 66.4.2 'Funded by the Australian Government Department of Immigration and Border Protection through the SRSS Programme.'
- 66.4.3 'Part-funded by the Australian Government Department of Immigration and Border Protection through the SRSS Programme.',
- or such other wording as may be Notified by the Department in writing to the SRSS Provider for the purpose of this clause 66.4.
- 66.5 If the SRSS Provider proposes using wording that departs from the Approved Branding Wording, it must submit a written request and sample to the Department for approval prior to use.

Public comment

- 66.6 The SRSS Provider must not, and must ensure that its Personnel do not, make or permit any public announcement or communication in connection with:
- 66.6.1 this Contract;
- 66.6.2 any matter or transaction that this Contract deals with; or
- 66.6.3 the Department,
- without obtaining prior approval from the Department, except as required to comply with the Law or the requirements of any regulatory body.
- 66.7 For the avoidance of doubt, no right or Obligation arising from this Contract is to be read or understood as limiting the SRSS Provider's rights to enter into public debate or criticism of the Australian Government, its agencies or its Personnel.

Survival

- 66.8 This clause 66 survives the expiration or termination of this Contract.

67. ASSIGNMENT AND NOVATION

- 67.1 The SRSS Provider must not assign, in whole or in part, its rights or Obligations under this Contract without the prior written approval of the Department.
- 67.2 The SRSS Provider must not consult with any other person or body for the purposes of entering into an arrangement which will require novation of the Contract without first consulting the Department.

68. RELATIONSHIP OF THE PARTIES

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

69. WAIVER

- 69.1 A waiver by either Party in respect of any breach of a condition or provision of this Contract will not be deemed to be a waiver in respect of any continuing or subsequent breach of that provision, or breach of any other provision.
- 69.2 A single or partial exercise by a Party of any right or remedy it holds under this Contract or at Law does not prevent the Party from exercising the right again or to the extent it has not fully exercised the right.
- 69.3 A waiver of any provision of or right under this Contract:
- 69.3.1 must be in writing signed by the Party entitled to the benefit of that provision or right; and
- 69.3.2 is effective only to the extent set out in any written waiver.

70. GOVERNING LAW AND JURISDICTION

- 70.1 This Contract is governed by the law specified in Item 16 of the Contract Details and each Party irrevocably and unconditionally submits to the non-exclusive jurisdiction of the courts of that jurisdiction.

71. PROPORTIONATE LIABILITY EXCLUDED

- 71.1 This clause 71 applies if the SRSS Provider comprises more than one entity.
- 71.2 To the maximum extent permitted by Law, the Department and the SRSS Provider each agree that the provisions of this Contract are express provisions for their rights, Obligations and liabilities with respect to matters to which a Proportionate Liability Law applies and, to the extent permitted by Law, this Contract's provisions exclude, modify and restrict the provisions of a Proportionate Liability Law to the extent of their inconsistency with such a Law.

72. ENTIRE AGREEMENT

- 72.1 This Contract records the entire agreement between the Parties in relation to its subject matter it deals with. No Party can rely on an earlier agreement, or anything said or done by another Party or by a director, officer, agent or employee of that Party before the Effective Date. Nothing in this clause excludes any liability for fraudulent misrepresentation.

73. SEVERABILITY

- 73.1 A term or part of a term of this Contract that is illegal or unenforceable may be severed from this Contract and the remaining terms or parts of the terms of this Contract continue in force.

74. APPROVAL

- 74.1 Where this Contract contemplates that the Department may agree, approve or consent to something then (unless a contrary intention appears):
- 74.1.1 the agreement, approval or consent, must be in writing;
 - 74.1.2 the Department may agree, approve, consent, or not agree, approve or consent; and
 - 74.1.3 the Department may place conditions on its agreement, approval or consent and the SRSS Provider must comply with those conditions.

75. JOINT AND SEVERAL

- 75.1 If a Party to this Contract is made up of more than one person, then unless otherwise specified in this Contract:
- 75.1.1 an Obligation of those persons is joint and several; and
 - 75.1.2 a right of those persons is held by each of them severally.
- 75.2 Any agreement, representation, warranty or indemnity:
- 75.2.1 by two or more Parties (including where two or more persons are included in the same defined term) binds them jointly and severally; and
 - 75.2.2 in favour of two or more Parties (including where two or more persons are included in the same defined term) is for the benefit of them jointly and severally.

76. COSTS

- 76.1 Each Party must pay its own costs of negotiating, preparing and executing this Contract and any document related to this Contract.

77. NO MERGER

- 77.1 The rights and Obligations of the Parties under this Contract do not merge on completion of any transaction contemplated by this Contract.

78. FURTHER ACTION

- 78.1 Each Party must do, at its own expense, everything reasonably necessary (including executing documents) to give full effect to this Contract and any transaction contemplated by it.

79. COUNTERPARTS

- 79.1 The Contract may be executed in counterparts. All executed counterparts constitute one document.

EXECUTION

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

s. 47F(1)

Signature of witness

s. 47F(1)

Signature of delegate

s. 47F(1)

Name of witness (print)

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

Name of delegate (print)

29 August 2014

Date

FAS, CPCD

Position of delegate (print)

29/8/14

Date

SIGNED on behalf s. 47F(1)

s. 47F(1)

following persons, in accordance with s 127 of
the *Corporations Act 2001* (Cth):

s. 47F(1)

Signature of director

s. 47F(1)

Signature of director/company secretary

s. 47F(1)

Name of director (print)

s. 47F(1)

Name of director/company secretary (print)

25 August 2014

Date

25 August 2014

Date

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PART 1 - OVERVIEW

1. PURPOSE OF THIS SCHEDULE OF SERVICES

Overview

- 1.1 The purpose of this Schedule of Services is to describe tasks, objectives, outcomes and requirements that must be met by the SRSS Provider to provide all Services in an integrated fashion in the Contract Region(s) for which the SRSS Provider has been selected.
- 1.2 The SRSS Provider, when referring to the description of the Services in this Schedule of Services, must also refer to the Contract, the SRSS Policy Advice Manual, Operational Procedures Manual and other referenced documents, as applicable.

General Requirements

- 1.3 This Schedule of Services sets out the following:
 - 1.3.1 a description of the broad legislative framework which underpins the work of the Department;
 - 1.3.2 the objective of the SRSS Programme and the Department's goals, critical success factors and principles to guide the Services to be provided by the SRSS Provider;
 - 1.3.3 a description of SRSS Recipients, including the categories and eligibility of SRSS Recipients who the Department may refer to the SRSS Provider;
 - 1.3.4 the resources, skills and expertise that must be provided by the SRSS Provider in the delivery of the Services; and
 - 1.3.5 specific requirements for the Services (including Performance Measures) that must be achieved by the SRSS Provider.
- 1.4 This Schedule of Services sets out the obligations that the SRSS Provider must meet in performing the Services. The SRSS Operational Procedures Manual provides a detailed description of the required Services, including any process that must be followed. Together they set the standards to which the Services must be performed and any limitations or restrictions that may apply to the Services.

2. CONTRACT REGION

- 2.1 The Contract Region covered by this Contract is set out in the Contract Details.

3. BACKGROUND

- 3.1 The *Migration Act 1958* sets the broad structure and rules by which non-citizens can enter and stay in Australia. It establishes a system of Visa classes, and conditions for the removal of persons from Australia. Further details in relation to obligations under the *Migration Act 1958*, such as the criteria an applicant must meet to be granted a Visa, and how applications for Visas must be made, are set out in the *Migration Regulations 1994*.
- 3.2 The *Immigration (Guardianship of Children) Act 1946* (IGOC Act), provides that the Minister for Immigration and Border Protection is the legal guardian of unaccompanied children in Australia who satisfy the criteria under section 4AAA of the IGOC Act. The

IGOC Act allows the Minister to delegate some of his/her guardianship powers and functions under the Act to officers of the Commonwealth or State or Territory governments. The IGOC Act also allows the Minister to select and appoint willing and suitable persons or organisations to be Custodians of IGOC Minors and to place IGOC Minors into the custody of those persons or organisations. Further details in relation to obligations under the IGOC Act, including the duties and responsibilities of Custodians, are set out in the *Immigration (Guardianship of Children) Regulations 2001*.

- 3.3 The *Migration Act 1958*, *Migration Regulations 1994*, *Immigration (Guardianship of Children) Act 1946* and *Immigration (Guardianship of Children) Regulations 2001* constitute the broad legislative framework under which the entry and stay of non-citizens in Australia is regulated. This legislation is implemented through the policies of the Government and administered by the Department of Immigration and Border Protection (the Department). Consistent with this, the Department is responsible for assessing Visa applications and asylum claims and providing support, where appropriate, to Visa applicants and asylum seekers.
- 3.4 The process of assessing Visa applications and asylum claims, including any review process, is known as the immigration status resolution process. The Status Resolution Support Services (SRSS) Programme provides support to eligible non-citizens in Australia. It aims to balance the SRSS Recipient's needs, the Department's Duty of Care (where relevant), and the need to resolve the SRSS Recipient's immigration status.

4. OBJECTIVE, GOALS AND CRITICAL SUCCESS FACTORS

Objective

- 4.1 The objective of the SRSS Programme is to deliver appropriate support to people engaging with the Department to resolve their immigration status.

Goals

- 4.2 The goals of the SRSS Programme are to deliver:
- 4.2.1 a quality service that is consistent with Government policy and that balances the SRSS Recipient's needs, the Department's Duty of Care (where relevant), and the need to resolve the SRSS Recipient's immigration status;
 - 4.2.2 consistency in decision making and improved integration in the delivery of support to those engaging with the Department to resolve their immigration status; and
 - 4.2.3 demonstrable and continuing value for money for the Commonwealth.

Critical Success Factors

- 4.3 Critical success factors must be consistently achieved in order for the contract to be successful. The critical success factors are measured by key performance indicators set out in Annex 3.
- 4.4 The critical success factors are:
- 4.4.1 SRSS Providers are able to scale up or down the Services to meet departmental requirements without compromising the quality of services provided;

- 4.4.2 SRSS Providers deliver the Services in a manner consistent with the Contract and the SRSS Operational Procedures Manual;
- 4.4.3 SRSS Providers are able to adapt to and readily accommodate changes in Government policy;
- 4.4.4 SRSS Providers effectively manage the interface between the Department and SRSS Recipients; and
- 4.4.5 Services are provided at affordable costs that represent value for money for the Commonwealth.

5. PRINCIPLES

- 5.1 SRSS Providers must perform the Services in a manner that is consistent with the following guiding principles:
 - 5.1.1 deliver support to SRSS Recipients in a consistent, flexible and integrated way, with special care taken to ensure the best interests and needs of children are taken into consideration;
 - 5.1.2 educate and encourage SRSS Recipients to be accountable and responsible for their own actions;
 - 5.1.3 involve SRSS Recipients in identifying and addressing their needs;
 - 5.1.4 build on SRSS Recipients' strengths to achieve a level of self-sufficiency; and
 - 5.1.5 respect the cultural and religious diversity of SRSS Recipients.

6. GENERAL SRSS PROVIDER OBLIGATIONS

Overview

- 6.1 The SRSS Provider must provide the Services:
 - 6.1.1 in accordance with, and so as to meet, all the requirements specified in the Contract, this Schedule of Services, the SRSS Operational Procedures Manual and the SRSS Programme principles;
 - 6.1.2 in the Contract Region(s) specified in the Contract Details;
 - 6.1.3 for all SRSS Recipients referred to the SRSS Provider by the Department (within the capacity agreed between the Parties);
 - 6.1.4 to meet the individual needs of each SRSS Recipient in a manner that is consistent with this Schedule of Services and the SRSS Operational Procedures Manual; and
 - 6.1.5 using an organisational and resource structure that can readily adapt to changing SRSS Recipient numbers and changing Service requirements.
- 6.2 Without limiting its Obligations under the Contract, this Schedule of Services or the SRSS Operational Procedures Manual, the SRSS Provider must, when delivering the Services:

- 6.2.1 ensure that all requirements for support to be provided to SRSS Recipients described, or referred to, in the Contract (including this Schedule of Services or the SRSS Operational Procedures Manual) are performed as part of the Services, even if they are not described as 'Services';
 - 6.2.2 ensure Carers, Case Workers and Independent Observers and all other SRSS Provider Personnel comply with any Obligations, which includes complying with Laws and undertaking appropriate checks as specified in the Contract (including this Schedule of Services and the SRSS Operational Procedures Manual);
 - 6.2.3 meet any requirements that the Contract (including this Schedule of Services and the SRSS Operational Procedures Manual) indicates may be imposed on the SRSS Provider by the Department;
 - 6.2.4 meet the Performance Measures for the Services specified in the Contract;
 - 6.2.5 comply with the governance, communication and reporting requirements (including using departmental systems) specified in the Contract (including this Schedule of Services or the SRSS Operational Procedures Manual); and
 - 6.2.6 comply with any direction given by the Department in connection with the Services, including, without limitation, about the application of the SRSS Programme to SRSS Recipients.
- 6.3 In this Schedule of Services and the SRSS Operational Procedures Manual:
- 6.3.1 if an Obligation is expressed to apply to the Personnel of the SRSS Provider, the SRSS Provider must ensure the Obligation is achieved;
 - 6.3.2 if the Schedule of Services or the SRSS Operational Procedures Manual provides that the Department may require or request the SRSS Provider to take any action, the SRSS Provider must comply with that requirement or request; and
 - 6.3.3 if this Schedule of Services or the SRSS Operational Procedures Manual specifies that a Deliverable or a task is subject to the Department's approval, the SRSS Provider must obtain that approval before implementing that Deliverable or performing that task, and must comply with any condition of the approval.

Flexibility and Scalability

- 6.4 Without limiting clauses 4 or 5, the SRSS Provider must perform the Services in a manner that is:
- 6.4.1 adaptable to and readily accommodates changes in Government policy during the Term to ensure that the Services are delivered in accordance with Government policy;
 - 6.4.2 appropriate to the individual needs of each SRSS Recipient; and
 - 6.4.3 adaptable to and readily accommodates changes in SRSS Recipient numbers (which may significantly increase or decrease during the Term).

7. SRSS RECIPIENTS AND ELIGIBILITY

Overview

- 7.1 The SRSS Provider must deliver the Services to SRSS Recipients from culturally and linguistically diverse backgrounds with different needs who are referred to the SRSS Provider by the Department. In doing so, the SRSS Provider must comply with the Multicultural Access and Equity Policy set out in Attachment G (Commonwealth Law and Policy Requirements).
- 7.2 SRSS Recipients may include, but are not limited to:
- 7.2.1 Unaccompanied Minors in Alternative Places of Detention;
 - 7.2.2 Unaccompanied Minors, adults and family groups who are legally detained under the *Migration Act 1958 (Cth)* but who reside in the community under Residence Determination arrangements;
 - 7.2.3 adults and family groups who reside in the community on Bridging Visas and other Temporary Visas; and
 - 7.2.4 other vulnerable people in the community in the process of resolving their immigration status.

SRSS Bands

- 7.3 The SRSS Programme delivers support through six 'Bands' which are:
- 7.3.1 **Band 1** - Services are delivered to SRSS Recipients in Alternative Places of Detention. They include Carer support and Independent Observer Services;
 - 7.3.2 **Band 2** - Services are delivered to SRSS Recipients in the Australian community. They include Provided Accommodation with Carer support, Case Worker support and Case Coordination;
 - 7.3.3 **Band 3** - Services are delivered to SRSS Recipients in the Australian community. They include Provided Accommodation, Case Worker support and Case Coordination;
 - 7.3.4 **Band 4** - Services are short-term (up to six weeks) Transitional Support delivered to SRSS Recipients in the Australian community. They include Provided Accommodation, Case Worker support and Case Coordination;
 - 7.3.5 **Band 5** - Services are delivered to SRSS Recipients in the Australian community. They include Case Worker support and Case Coordination; and
 - 7.3.6 **Band 6** - Services are delivered to SRSS Recipients in the Australian community. They include basic Case Coordination.
- 7.4 The Department is responsible for determining the Band classification for each SRSS Recipient.
- 7.5 The SRSS Provider must provide the Services to each SRSS Recipient in accordance with the Band they have been allocated by the Department.

- 7.6 The Department may move SRSS Recipients between Bands depending on their circumstances and level of need. If the Department moves an SRSS Recipient between Bands, the SRSS Provider must ensure the Services provided to the SRSS Recipient are in accordance with the requirements for the new Band within the timeframes stipulated in paragraphs 18.38 to 18.42.

Referrals

- 7.7 The Department will refer SRSS Recipients to the SRSS Provider at the Department's discretion.
- 7.8 The Department will also assess applications from the SRSS Provider for people already living in the community (Band 6 Applications) to determine their eligibility to receive the Services.
- 7.9 The SRSS Provider must only provide the Services to SRSS Recipients determined to be eligible by the Department.

Duration of Delivery of Services

- 7.10 The SRSS Provider must provide the Services to the SRSS Recipients until the Department instructs the SRSS Provider to cease providing the Services to the SRSS Recipient (subject to any Obligations upon expiry or termination of the Contract as set out in the Contract).
- 7.11 If the SRSS Provider becomes aware that an SRSS Recipient's circumstances have changed and they may no longer be eligible to receive the Services, the SRSS Provider must Notify the Department immediately.
- 7.12 If the Department Notifies the SRSS Provider that an SRSS Recipient is no longer eligible to receive the Services, the SRSS Provider must cease providing the Services through the SRSS Programme within the timeframes set out under paragraph 27.

8. CORE SERVICE DELIVERY REQUIREMENTS

- 8.1 The SRSS Programme has two broad areas of service delivery (Core Service Delivery Requirements):
- 8.1.1 Accommodation Services; and
- 8.1.2 Case Coordination Services.

PART 2 - ACCOMMODATION SERVICES

9. GENERAL ACCOMMODATION SERVICES

- 9.1 The SRSS Provider must operate a flexible accommodation Service to meet varying SRSS Programme and SRSS Recipient needs to ensure the SRSS Recipients are accommodated in suitable Provided Accommodation or suitable Independent Accommodation in accordance with this Services Schedule and the SRSS Operational Procedures Manual.
- 9.2 The SRSS Provider must:
- 9.2.1 ensure accommodation is available on arrival for all referred SRSS Recipients who are eligible for Provided Accommodation;
 - 9.2.2 conduct Accommodation Suitability Assessments and Community Link Checks;
 - 9.2.3 provide assistance to those SRSS Recipients exiting Provided Accommodation to access Independent Accommodation; and
 - 9.2.4 provide ongoing accommodation support on a needs basis and in accordance with the SRSS Recipient's Band.

10. PROVIDED ACCOMMODATION

- 10.1 The SRSS Provider must provide:
- 10.1.1 **ongoing Supported Accommodation** for SRSS Recipients in Band 2 if required by the Department;
 - 10.1.2 **ongoing Provided Accommodation** for SRSS Recipients in Band 3 if required by the Department;
 - 10.1.3 **Transitional Accommodation** (up to six weeks) for SRSS Recipients in Band 4 if required by the Department; and
 - 10.1.4 **Emergency Accommodation** (up to two weeks) for SRSS Recipients in Band 5 only if approved by the Department.

Bands 2 and 3:

General

- 10.2 The SRSS Provider must source and maintain an agreed number of properties (rental accommodation) in agreed locations before receiving referrals for SRSS Recipients in Bands 2 and 3, in accordance with the processes and requirements set out in the SRSS Operational Procedures Manual.
- 10.3 The SRSS Provider must:
- 10.3.1 not enter into (or vary) any lease to accommodate SRSS Recipients if the term of the lease will or could extend past the Term unless the Department has approved the lease term in writing prior to the lease or extension of the lease being agreed or exercised; and

- 10.3.2 when seeking approval from the Department, advise the Department of the cost and the period that the term of the lease would extend past the Term of the Contract if approved.
- 10.4 Any leasing costs incurred after the end of the Term without the express written approval of the Department will not be met by the Department.
- 10.5 Provided Accommodation must be of a standard commensurate with what low income Australians might be able to afford and must at least comply with the accommodation standards set out in the SRSS Operational Procedures Manual.
- 10.6 The rental cost of Provided Accommodation for Bands 2 and 3 must be paid by the SRSS Provider and it will be reimbursed by the Department in accordance with Attachment B as long as it is delivered in accordance with this Schedule of Services and the SRSS Operational Procedures Manual.
- 10.7 The SRSS Provider must submit an inventory of Provided Accommodation for Bands 2 and 3 as directed by the Department using the template provided by the Department. This inventory must include accurate details on the number of properties, their capacity, bedroom count, bathroom count, tenancy agreements and location or any other details as required by the Department.
- 10.8 The Department may inspect properties used by the SRSS Provider for Provided Accommodation throughout the Term. The SRSS Provider must ensure the Department is able to access Provided Accommodation in order to conduct any required inspection. If the Department assesses a property as unsuitable, the SRSS Provider must either facilitate necessary repairs or find suitable alternative accommodation within the timeframes required by the Department or as otherwise agreed in writing with the SRSS Provider.
- 10.9 If requested by the Department, the SRSS Provider must work with landlords to modify an existing property, or obtain a new property, to meet the needs of a specific SRSS Recipient.
- 10.10 The SRSS Provider must seek written approval from the Department before making any modifications to a property used for the purposes of the SRSS Programme. The Department will only reimburse costs associated with any modifications if written approval has been obtained from the Department prior to the work commencing.
- 10.11 It is a legislative requirement for Band 2 and 3 SRSS Recipients to reside at the address approved by the Minister. The SRSS Provider must assist SRSS Recipients to comply with this legislative requirement and Notify the Department where the SRSS Recipient is not complying with this requirement.

Utilities

- 10.12 The SRSS Provider must ensure all required utilities and landlines have been connected before any Band 2 or Band 3 SRSS Recipient enters the property. All connection fees must be paid by the SRSS Provider and will be reimbursed by the Department in accordance with Attachment B.
- 10.13 The Department will reimburse the SRSS Provider for the cost of all utilities and local calls made by Band 2 SRSS Recipients from a landline in accordance with Attachment B.
- 10.14 SRSS Recipients in Band 3 are responsible for paying telephone bills with their Living Allowance. SRSS Providers will pay utilities bills for Band 3 Recipients where required

under the Operational Procedures Manual, and the department will reimburse the SRSS Provider for these costs as a Direct Recipient Cost.

Basic Household Goods

- 10.15 The SRSS Provider must ensure each property is adequately furnished with Basic Household Goods before any Band 2 or Band 3 SRSS Recipient enters the property in accordance with the SRSS Operational Procedures Manual. The SRSS Operational Procedures Manual provides details on the required Basic Household Goods, and additional Goods (such as Baby Packages, where required) the quality of Goods, and the cost limits relating to household composition.
- 10.16 The SRSS Provider must ensure the cost of the Basic Household Goods does not exceed the expenditure caps specified in the SRSS Operational Procedures Manual. The SRSS Provider will not be reimbursed for Basic Household Goods that exceed the maximum amounts set out in the SRSS Operational Procedures Manual.
- 10.17 The SRSS Provider must ensure the amount and type of Basic Household Goods is appropriate for the number of SRSS Recipients to be accommodated in that property.
- 10.18 The Department may inspect Basic Household Goods throughout the Term.
 - 10.18.1 If, in the Department's sole opinion, the amount or type of Basic Household Goods is not sufficient for the SRSS Recipients in the property, the SRSS Provider must provide sufficient Basic Household Goods to the satisfaction of the Department. If the SRSS Provider has already spent the maximum amount (based on the cost limits set in the SRSS Operational Procedures Manual), the SRSS Provider must cover the cost of any additional Basic Household Goods.
 - 10.18.2 If, in the Department's sole opinion, the quality of any Basic Household Goods does not meet the requirements of the Contract and the SRSS Operational Procedures Manual, the SRSS Provider must provide alternative Basic Household Goods that meet the requirements of the Contract and the SRSS Operational Procedures Manual, to the satisfaction of the Department. The SRSS Provider must cover the cost of any such replacement Basic Household Goods, (with the exception of replacement for fair wear and tear).
- 10.19 Ownership of all Basic Household Goods purchased by the SRSS Provider remains with the SRSS Provider.
- 10.20 The SRSS Provider must appropriately manage Basic Household Goods so they can be re-used during the provision of the Services (provided they still meet the requirements of this Contract). Disposing of any Basic Household Goods will be at the SRSS Provider's expense when they are no longer required for the purposes of the Contract.
- 10.21 If the SRSS Provider has been asked by the Department to reduce their Provided Accommodation portfolio, and the SRSS Provider is seeking reimbursement for the storage costs of Basic Household Goods, the Department, in consultation with the SRSS Provider, will determine whether or not storage, disposal or other processes constitute best value for money for dealing with the Basic Household Goods.
- 10.22 If the Department agrees to pay storage costs for Basic Household Goods under Clause 10.21, the SRSS Provider must organise appropriate storage. The Department will reimburse the

SRSS Provider for approved storage costs in accordance with the Operational Procedures Manual.

- 10.23 When SRSS Recipients exit Provided Accommodation, the SRSS Provider must ensure SRSS Recipients take their linen with them (including bed linen and towels). The SRSS Provider must ensure all other Basic Household Goods remain at the property unless stated otherwise in the SRSS Operational Procedures Manual. The SRSS Provider must provide new linen for all incoming SRSS Recipients in accordance with the SRSS Operational Procedures Manual.
- 10.24 The SRSS Provider must provide replacement Basic Household Goods to cover wear and tear in accordance with the SRSS Operational Procedures Manual. If an SRSS Provider is unable to provide replacement Basic Household Goods within any pre-approved amounts (cap) outlined in the SRSS Operational Procedures Manual, the SRSS Provider must seek departmental approval to increase the cap on an exceptional basis.
- 10.25 The SRSS Provider must be able to justify to the Department's satisfaction any expenditure on Basic Household Goods (including the purchase of new Basic Household Goods). If the Department is not satisfied that expenditure on Basic Household Goods is required or does not meet the requirements of the Contract, the SRSS Provider will not be reimbursed for those Basic Household Goods.

Bands 4 and 5:

- 10.26 The SRSS Provider must secure:
- 10.26.1 Transitional Accommodation for SRSS Recipients in Bands 4; and
- 10.26.2 Emergency Accommodation for SRSS Recipients in Bands 5, where required.
- 10.27 Transitional and Emergency Accommodation for Bands 4 and 5 may include boarding houses, hostels or backpackers.
- 10.28 If boarding houses, hostels or backpackers are not available for Bands 4 and 5, the SRSS Provider may use other budget accommodation, including motels and hotels.
- 10.29 All Transitional and Emergency Accommodation must be delivered in accordance with the SRSS Operational Procedures Manual. The cost of Transitional and Emergency Accommodation must be met by the SRSS Provider, and will be reimbursed by the Department provided it is delivered in accordance with this Schedule of Services and the SRSS Operational Procedures Manual.
- 10.30 SRSS Recipients in Bands 4 and 5 are required to make a rental contribution while in Provided Accommodation. This rental contribution will be automatically Deducted from their Living Allowance through the Department of Human Services.
- 10.31 The SRSS Provider must promptly update departmental systems with the details of Transitional and Emergency Accommodation used by SRSS Recipients in Band 4 and SRSS Recipients in Band 5 to ensure the correct payment rate for their Living Allowance is applied by the Department of Human Services.
- 10.32 The SRSS Provider must explain to the SRSS Recipient (in Bands 4 and 5 as applicable) that their Living Allowance will be reduced while they are in Transitional and Emergency Accommodation to reflect their rental contribution and that the Deduction will cease when the SRSS Recipient moves into Independent Accommodation.

- 10.33 Any extension for Transitional or Emergency Accommodation must be approved by the Department in advance. Extensions should only be sought in exceptional cases.

11. ASSISTANCE TO SRSS RECIPIENTS WITH COMMUNITY LINKS

- 11.1 If an SRSS Recipient has a family member or close friend living in the community, there may be an opportunity for that SRSS Recipient to live with their Community Link instead of using Provided Accommodation.
- 11.2 The Department will Notify the SRSS Provider of any potential Community Links of which it is aware and provide details.

Bands 2 and 3:

- 11.3 The SRSS Provider must conduct an Accommodation Suitability Assessment for SRSS Recipients in Bands 2 and 3 with a Community Link using the departmental template contained in the SRSS Operational Procedures Manual. The Accommodation Suitability Assessment must be submitted to the Department within 10 Business Days of receiving the referral of the SRSS Recipient. If the SRSS Provider does not believe it can meet the 10 Business Day timeframe it must advise the Department immediately and provide an explanation as to why the 10 Business Day threshold cannot be met. If the 10 Business Day threshold cannot be met, the SRSS Provider must work with the Department to agree to an alternative solution.
- 11.4 When conducting an Accommodation Suitability Assessment, the SRSS Provider must take into account the following considerations:
- 11.4.1 the health, safety and needs of the SRSS Recipient;
 - 11.4.2 the ability of the Community Link to provide the necessary support to the SRSS Recipient (including consideration of whether the link is recently arrived in the community or in receipt of Humanitarian Settlement Services support);
 - 11.4.3 the relationship of the SRSS Recipient to the Community Link (host);
 - 11.4.4 other people living with the link and their willingness to have the SRSS Recipient live with them;
 - 11.4.5 the size and condition of the property, including an assessment of any lease restrictions; and
 - 11.4.6 accessibility to services and support.
- 11.5 For Unaccompanied Minor SRSS Recipients, the SRSS Provider must explain to proposed Community Links that, should the placement be approved, they may be asked to accept Custodianship or Carer responsibilities of the SRSS Recipient (for more information, refer to the SRSS Operational Procedures Manual). The SRSS Provider must provide clear and accurate guidance on the responsibilities of becoming a Custodian or Carer, including their reporting responsibilities.
- 11.6 For these Unaccompanied Minor SRSS Recipients, the SRSS Provider must also organise and pay for National Police Checks for all adults currently residing in the Community Link's property in accordance with the SRSS Operational Procedures Manual. The SRSS Provider must also organise and pay for National Police Checks for any adults who move into the

property at a later date. The Department will reimburse the SRSS Provider for National Police Checks associated with Accommodation Suitability Assessments for Unaccompanied Minors in accordance with Attachment B.

- 11.7 The Department will determine the suitability of a property based on the Accommodation Suitability Assessment and other relevant information available.
- 11.8 The SRSS Provider must update the Accommodation Suitability Assessment whenever circumstances in the Community Link household change, in accordance with the SRSS Operational Procedures Manual. The updated Accommodation Suitability Assessment must be submitted to the Department within 10 Business Days of the SRSS Provider becoming aware of the change.
- 11.9 The SRSS Provider must detail any rental contribution or Basic Household Goods requests in the Accommodation Suitability Assessment to obtain departmental approval. The SRSS Provider must:
 - 11.9.1 only provide the rental contribution directly to the Community Link after the Department has given its approval; and
 - 11.9.2 only provide the approved Basic Household Goods to the SRSS Recipient after the Department has given its approval.

Band 4:

- 11.10 The SRSS Provider must conduct a Community Link Check to ascertain the suitability, sustainability and availability of the proposed property and Community Link for SRSS Recipients in Band 4. The Community Link Check may be conducted by telephone. Confirmation of the suitability and availability of the Community Link's accommodation must be submitted to the Department within four Business Days of receiving a referral.

12. ASSISTANCE TO EXIT PROVIDED ACCOMMODATION

- 12.1 SRSS Providers must ensure SRSS Recipients exit Provided Accommodation within the Department's nominated timeframes (or other timeframes agreed by the Department). This includes assisting SRSS Recipients to fulfil their responsibilities with regard to cleaning and finalising any outstanding debts or repairs.
- 12.2 If an SRSS Recipient refuses to exit Provided Accommodation, or otherwise breaches tenancy responsibilities, the SRSS Provider must make all reasonable efforts to resolve the situation, including, where appropriate, instigating and following through with eviction proceedings.
- 12.3 Any additional costs incurred by the SRSS Provider due to eviction proceedings must have departmental approval to be reimbursed in accordance with Attachment B.

13. INDEPENDENT ACCOMMODATION

- 13.1 The SRSS Provider must provide information and advice to SRSS Recipients exiting Provided Accommodation to give them the skills to obtain and maintain Independent Accommodation. This support includes, but is not limited to:
 - 13.1.1 guidance on how and where to search for accommodation;

- 13.1.2 an introduction to local religious, ethnic or community groups that can assist in finding accommodation;
 - 13.1.3 support in establishing and managing relationships with real estate agents, landlords and community housing organisations;
 - 13.1.4 managing expectations;
 - 13.1.5 providing Rental Bond Loans and Rent in Advance Loans and explaining debt recovery processes;
 - 13.1.6 assistance in gathering and completing documentation during the rental application process;
 - 13.1.7 providing education about rental procedures and the payment of rent;
 - 13.1.8 providing advice on suitable accommodation including affordability and access to schools, shops and public transport;
 - 13.1.9 assessing the possibility of moving to another city or State or Territory to find affordable accommodation; and
 - 13.1.10 providing information on the rights and responsibilities of a tenant.
- 13.2 The SRSS Provider may provide the Independent Accommodation support outlined in paragraph 13.1 above to SRSS Recipients in Bands 5 and 6 on an exceptional basis where a need has been identified by the SRSS Provider or as directed by the Department.

Rent in Advance Loans and Rental Bond Loans

- 13.3 SRSS Recipients in Bands 4-6 may be eligible for Rent in Advance Loans and Rental Bond Loans as determined by the Department.
- 13.4 The SRSS Provider is responsible for providing the Rent in Advance Loans and Rental Bond Loans to the SRSS Recipient. The SRSS Provider must provide all relevant information to the Department and seek approval before paying Rent in Advance Loans and Rental Bond Loans, in accordance with the SRSS Operational Procedures Manual.
- 13.5 The SRSS Provider must provide a verbal and written explanation to the SRSS Recipient (in a language understood by the SRSS Recipient) that they are responsible for repaying any loan provided to them.
- 13.6 Repayments of the Rent in Advance Loans and Rental Bond Loans by the SRSS Recipient will be made through automatic Deductions from the SRSS Recipient's Living Allowance by the Department of Human Services. SRSS Providers must maintain records of written consent from the SRSS Recipient confirming they understand the nature of the loan, such as a repayment agreement.
- 13.7 The SRSS Provider must assist the SRSS Recipients in Bands 4-6 to formally lodge their Rental Bond where required under the relevant legislation. The SRSS Provider must obtain confirmation of the Rental Bond payment and retain a copy of the receipt in the SRSS Recipient's file. The SRSS Provider must provide proof of this payment to the Department in accordance with the SRSS Operational Procedures Manual.

Maintaining Accommodation

- 13.8 The SRSS Provider must ensure SRSS Recipients are aware of their obligations with regard to property maintenance for their accommodation (Provided Accommodation or Independent Accommodation). This includes, but is not limited to:
- 13.8.1 informing Recipients of their responsibility for basic property maintenance (including cleaning and gardening), and the need to report property damage;
 - 13.8.2 informing them of their responsibility to care for and, where necessary, replace Basic Household Goods (Band 2 and 3 SRSS Recipients); and
 - 13.8.3 informing them of their responsibilities with regard to the payment of utilities (SRSS Recipients in Bands 4-6) and rent (SRSS Recipients in Bands 4-6), and the consequences of not meeting those responsibilities.
- 13.9 The SRSS Provider must assist the SRSS Recipient (Bands 3-5) to complete a property condition report when they enter a property. The SRSS Provider must also assist SRSS Recipients in Provided Accommodation to complete a property condition report on exit from the property. A copy of these reports must be retained on the SRSS Recipient's file.

PART 3 - CASE COORDINATION

14. GENERAL CASE COORDINATION

- 14.1 Case Coordination refers to coordinated, integrated, needs-based support to help SRSS Recipients to access Services through the SRSS Programme.
- 14.2 The key SRSS Provider Personnel responsible for Case Coordination are Case Workers with support, if relevant, from Carers. Other Personnel may also have a role in delivering Services as approved by the Department.
- 14.3 SRSS Provider Personnel responsible for providing direct support Services to SRSS Recipients must be appropriately vetted prior to engagement. They must have passed the relevant National Police Checks, working with children and working vulnerable people checks. They must also have appropriate qualifications, training and support.

15. CASE WORKER AND CARER SUPPORT

- 15.1 The SRSS Provider must employ appropriately qualified and trained Case Workers and Carers to help manage the wellbeing of SRSS Recipients.
- 15.2 The different roles and responsibilities of Case Workers and Carers are detailed below.

16. CASE WORKER SUPPORT

- 16.1 The SRSS Provider must employ Case Workers to help manage eligible SRSS Recipients' wellbeing in accordance with their nominated Band through Case Coordination. This includes:
 - 16.1.1 assessing the SRSS Recipient's needs and developing Case Plans;
 - 16.1.2 monitoring and supporting the SRSS Recipient's health;
 - 16.1.3 participating in Case Conferencing with the Department and the Detention Health Service Provider where required;
 - 16.1.4 ensuring SRSS Recipients are registered for essential services;
 - 16.1.5 ensuring SRSS Recipients receive appropriate orientation advice;
 - 16.1.6 assisting SRSS Recipients who are subject to the Code of Behaviour to understand and comply with their obligations under the code;
 - 16.1.7 assisting SRSS Recipients to link to the local community and access meaningful activities in accordance with the SRSS Operational Procedures Manual;
 - 16.1.8 regularly monitoring and reviewing each SRSS Recipient in their care;
 - 16.1.9 making recommendations to the Department about the SRSS Recipient's ongoing support requirements; and
 - 16.1.10 reporting any changes in the SRSS Recipient's circumstances (including changes of family composition and/or change of address).

- 16.2 The SRSS Provider must employ Case Workers to take responsibility for ensuring SRSS Recipients are appropriately engaged with other services, programmes and activities in the broader community, and develop the skills to independently access support and services as required. The SRSS Provider must ensure Case Workers pay particular attention to the following:
- 16.2.1 the SRSS Recipient's health and safety;
 - 16.2.2 the special vulnerabilities of children, especially those who are unaccompanied, taking into account their age and maturity;
 - 16.2.3 family and shared house dynamics;
 - 16.2.4 the condition of the SRSS Recipient's accommodation;
 - 16.2.5 the SRSS Recipient's ability to manage their Living Allowance and meet financial responsibilities;
 - 16.2.6 capacity building (helping SRSS Recipients to develop a degree of self-sufficiency); and
 - 16.2.7 involvement in the community (meaningful engagement).
- 16.3 The SRSS Provider must ensure Case Workers identify and manage issues and report Incidents (including to the Department) in accordance with the Incident reporting timeframes in paragraphs 30.1 to 30.15.
- 16.4 The SRSS Provider must ensure the Department is aware of any changes to the SRSS Recipient's circumstances that may affect their ongoing eligibility for the SRSS Programme, including informing the Department of any breaches of the SRSS Recipient's Visa, the Code of Behaviour or Residence Determination conditions, and reporting any doubts or concerns about the SRSS Recipient's identity.
- 16.5 SRSS Recipients in Band 1 do not require Case Worker support.
- 16.6 For SRSS Recipients in Band 2, the SRSS Provider must ensure the Case Worker works cooperatively with the SRSS Recipient's Carer(s) to manage the SRSS Recipient's wellbeing.

Minimum contact with SRSS Recipients:

- 16.7 The SRSS Provider must ensure Case Workers contact SRSS Recipients (Bands 2-6) a minimum of once each month after they are established in the community. This contact must occur more frequently for SRSS Recipients displaying a higher level of need, and during their first weeks in the community, where required, to meet the SRSS Recipient's needs. For SRSS Recipients in Bands 2 and 3, the minimum monthly contact must be face to face in the SRSS Recipient's place of residence. For Bands 5 and 6, face to face contact must be made every three months at a minimum.
- 16.8 Where referred by the Department, the SRSS Provider must provide specific SRSS Recipients with information about the Code of Behaviour, the impact of any breach of the Code of Behaviour, and assistance, where relevant, to provide further information back to the Department about the circumstances of any potential breach of the Code of Behaviour.

16.9 Further details of the different levels of support are outlined in the SRSS Operational Procedures Manual. All support must be delivered in accordance with the SRSS Operational Procedures Manual.

16.10 The SRSS Provider must ensure all Service Provider Personnel do not provide immigration advice or advocate for a particular immigration outcome.

17. CARER SUPPORT

17.1 The SRSS Provider must provide Carer support to SRSS Recipients who are Unaccompanied Minors in the SRSS Programme.

Band 1:

17.2 The SRSS Provider must employ suitably trained and supported Personnel who have undergone relevant checks to deliver Carer support to Band 1 SRSS Recipients in Alternative Places of Detention as required by the Department including provision of care and support for up to 24-hours per day. The ratio of Carers to SRSS Recipients must be 1:10, unless otherwise approved by the Department.

17.3 The SRSS Provider must provide bilingual Carers to act as informal interpreters in informal and emergency situations. The SRSS Provider must ensure bilingual Carers are not used to interpret in formal interviews, such as legal or immigration related interviews. This will be done by interpreters accredited by the National Accreditation Authority for Translators and Interpreters (**NAATI**).

17.4 The SRSS Provider must ensure Band 1 Carers:

17.4.1 work in cooperation with the Department, the Detention Service Provider and the Detention Health Service Provider to encourage SRSS Recipients to access and use available Services in an appropriate manner, including providing input to the SRSS Recipient's Individual Management Plan (a Case Plan managed by the Detention Service Provider) and supporting the SRSS Recipient to attend school and engage in meaningful activities; and

17.4.2 are able to educate and support SRSS Recipients to behave appropriately, including helping to develop and implement behaviour management plans where required.

17.5 The SRSS Provider must report all Incidents to the Department and the Detention Service Provider in accordance with this Schedule of Services and the SRSS Operational Procedures Manual.

Band 2:

17.6 The SRSS Provider must employ suitably trained and supported Personnel who have undergone and passed relevant checks to deliver 24-hour live-in residential Carer support to Band 2 SRSS Recipients in their Provided Accommodation.

17.7 The SRSS Provider must ensure Carers are aware of, and comply with, their responsibilities under the IGOC Act. Further details of the IGOC Act are provided in the SRSS Operational Procedures Manual.

17.8 The SRSS Provider must ensure Band 2 Carers:

- 17.8.1 assume and exercise responsibility for the safety, care and welfare of the SRSS Recipients in their care;
- 17.8.2 have access to a car to take SRSS Recipients in their care to medical appointments and other activities as required;
- 17.8.3 manage grocery shopping and pay for household food and groceries in accordance with the SRSS Operational Procedures Manual;
- 17.8.4 manage a roster of household chores and provide meals (with appropriate assistance from the SRSS Recipient(s) in the house);
- 17.8.5 work in cooperation with the Department and the SRSS Recipient's Case Worker to encourage SRSS Recipients to access and use available services in an appropriate manner, including providing input to the SRSS Recipient's Case Plan (managed by the SRSS Recipient's Case Worker) and supporting the SRSS Recipient to attend school and engage in meaningful activities;
- 17.8.6 are able to educate and assist SRSS Recipients to behave appropriately, including working with Case Workers to develop and implement behaviour management plans where required;
- 17.8.7 work with Case Workers to provide the necessary guidance and support to enable SRSS Recipients in their care to successfully transition to adulthood, including transitioning out of Supported Accommodation (and Band 2) once they turn 18;
- 17.8.8 understand and comply with their Incident reporting requirements as outlined in paragraphs 30.1 to 30.15 of this Schedule of Services and detailed in the SRSS Operational Procedures Manual; and
- 17.8.9 understand and comply with reporting requirements to State and Territory welfare authorities in accordance with relevant legislation.

18. REFERRAL PROCESS

Referrals from the Department:

- 18.1 The Department will refer SRSS Recipients to SRSS Providers with a nominated Band classification. The SRSS Provider must deliver Services to the SRSS Recipient in accordance with their nominated Band.
- 18.2 While it is anticipated that referrals will generally occur during Business Hours, the Department may refer SRSS Recipients at any time of the day or night on any day of the year.
- 18.3 The SRSS Provider must accept all referrals and deliver the Services in accordance with this Contract (including this Schedule of Services) unless the Department grants a written exemption.
- 18.4 If the SRSS Provider is not able to deliver the Services to any SRSS Recipient referred to them, they must request in writing an exemption from the Department detailing why they are unable to deliver the Services, for the Department's consideration.
- 18.5 The Department will consider the request for exemption and respond within two Business Days.

Band 1:

- 18.6 The SRSS Provider must commence service delivery to SRSS Recipients in Band 1 in established Alternative Places of Detention immediately following a referral.
- 18.7 The SRSS Provider must commence service delivery to SRSS Recipients in Band 1 in other Alternative Places of Detention (not already established) within reasonable timeframes as Notified by the Department.

Bands 2 and 3 (process prior to the SRSS Recipient being transferred into the SRSS Provider's care):

- 18.8 Band 2 and 3 referrals will include basic biographical information about the SRSS Recipient(s), and any special needs or health concerns where these are known to the Department. In response to Band 2 and 3 referrals, the SRSS Provider must:
- 18.8.1 ensure any referral to Provided Accommodation is appropriate to the needs and circumstances of the SRSS Recipient(s) and Notify the Department if it is unsuitable; or
- 18.8.2 conduct an Accommodation Suitability Assessment where a Community Link has been identified (as outlined in paragraph 11 of this Schedule of Services).
- 18.9 The SRSS Provider must respond (accept, seek an exemption or request additional information) to referrals to Provided Accommodation within two Business Days. For referrals where the SRSS Recipient is under the guardianship of the Minister of Immigration and Border Protection (commonly known as an IGOC Minor), the SRSS Provider may also be required to accept Custodianship within two Business Days in accordance with the SRSS Operational Procedures Manual.
- 18.10 If the SRSS Provider or its Personnel are appointed as a Custodian, the SRSS Provider or its Personnel (as applicable) must abide by the requirements of all applicable Laws and in accordance with the SRSS Operational Procedures Manual.
- 18.11 The Department will, where possible, give the SRSS Provider at least 48 hours' notice before transferring an SRSS Recipient (Band 2 and 3) into their care. In exceptional circumstances, the SRSS Provider must have the capacity to accept a Band 2 or 3 SRSS Recipient into their care with less than 48 hours Notice.
- 18.12 SRSS Recipients must reside in the accommodation approved by the Minister.
- 18.13 Prior to transfer, the SRSS Provider must make preparations to commence Service delivery, including:
- 18.13.1 planning transit assistance Services; and
- 18.13.2 allocating a Case Worker to each Case as appropriate (this may be a single SRSS Recipient or family group as identified by the Department).
- 18.14 Where possible, SRSS Recipients will be transferred to the SRSS Provider from Monday to Thursday; however, in exceptional circumstances as determined by the Department, the SRSS Provider must receive and commence Services at any time of the day or night, and on any day of the year.

Band 4 (process prior to the SRSS Recipient release from Held Detention):

- 18.15 SRSS Recipients will either be referred to the SRSS Provider as group or as single SRSS Recipient (or Case) referrals. The SRSS Provider must respond (accept, seek an exemption or request additional information) to referrals within two Business Days.
- 18.16 Where possible, the Department will send the SRSS Provider referrals two weeks prior to the SRSS Recipient(s)' release date.
- 18.17 Referral information will include basic biographical information, and any special needs or health concerns where these are known to the Department. On receipt of the referral the SRSS Provider must make preparations to commence Service delivery, including:
- 18.17.1 planning for transit assistance Services where required;
 - 18.17.2 allocating a Case Worker to each Case (this may be a single SRSS Recipient or family group as identified by the Department); and
 - 18.17.3 securing appropriate accommodation, including making contact with Community Links where appropriate (Community Link Checks).
- 18.18 The exact number and composition of SRSS Recipients will be finalised two Business Days before transit. The SRSS Provider must be prepared to make adjustments to accept and manage the final composition of the referral after receiving notice of the final composition from the Department.

Bands 5 and 6:

- 18.19 The Department will refer eligible Band 5 and 6 SRSS Recipients to the SRSS Provider. The SRSS Provider must respond (accept, seek an exemption or request additional information) to referrals within five Business Days.
- 18.20 The SRSS Provider must make contact with the SRSS Recipient and commence the Services within five Business Days of receiving the referral.

Applications from the Community:

- 18.21 The SRSS Provider must also provide assistance to individuals in the community who wish to apply for Band 6 support.
- 18.22 In assisting individuals with the application process, the SRSS Provider must first make a Preliminary Assessment to determine whether or not the individual is likely to be eligible for Band 6 support using the Preliminary Assessment Checklist included in the SRSS Operational Procedures Manual.
- 18.23 If the SRSS Provider determines that the individual is likely to be eligible, they must assist the individual to complete the application using the template provided by the Department. The SRSS Provider must then submit the application to the Department, together with supporting documentary evidence of financial assets and liabilities, living expenses and income.
- 18.24 If the information is incomplete, the Department will Notify the SRSS Provider. The SRSS Provider must provide additional information as required.

- 18.25 The Department will Notify the applicant and the SRSS Provider if the application has been approved. The SRSS Provider must commence the Services to the applicant (the SRSS Recipient) within five Business Days of receiving the approval Notification.

Independent Observer Services:

- 18.26 The Department will Notify the SRSS Provider about the need for Independent Observer Services for SRSS Recipients. Independent Observer Services must be provided within 24 hours of Notification, or within a timeframe otherwise agreed by the Department.
- 18.27 The SRSS Provider must employ suitably trained and supported Personnel who have undergone relevant checks to deliver Independent Observer Services to support the wellbeing of eligible SRSS Recipients (Unaccompanied Minors and other SRSS Recipients as determined by the Department) while they undergo formal interviews.
- 18.28 The SRSS Provider must ensure Independent Observers:
- 18.28.1 ensure the interview process is adequately explained to, and understood by, the SRSS Recipient;
 - 18.28.2 observe the conduct of the interview and the demeanour and presentation of the SRSS Recipient;
 - 18.28.3 are attentive to non-verbal cues of the SRSS Recipient that indicate a need to take a break during the interview;
 - 18.28.4 recognise signs that the SRSS Recipient may benefit from counselling and promptly relay such information to the Department;
 - 18.28.5 ensure the SRSS Recipient is debriefed and questions are addressed prior to conclusion of any interview;
 - 18.28.6 raise any concerns with the interviewer about the emotional and physical state of the SRSS Recipient during the interview process; and
 - 18.28.7 ensure the SRSS Recipient is returned into safe care at the conclusion of the interview process.
- 18.29 The SRSS Provider must promptly report any concerns regarding the process to the Department immediately following an interview, and provide all material, including documents and information created or stored by the Independent Observer in connection with the interview process, to the Department.
- 18.30 The SRSS Provider must not employ Independent Observers to perform the dual role of being an Independent Observer and a Carer or Case Worker.

Transfers between Bands, Locations and SRSS Providers:

- 18.31 SRSS Recipients may move between Bands, locations or SRSS Providers while in the SRSS Programme as determined by the Department.
- 18.32 The SRSS Provider must only implement a move between Bands, by adjusting the Services, on written advice or approval from the Department.