



Australian Government

Commonwealth Contract – Services

Reference ID: HOMEAFFAIRS/2088/RFT

Customer

Customer Name: Department of Home Affairs
Customer ABN: 33 380 054 835
Address: 6 Chan Street
Belconnen ACT 2617

Supplier

Full Name of the Legal Entity: LSC Psychology Pty Ltd
Supplier ABN: 70 131 530 277

Address:

s. 47G(1)(a)

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Statement of Work

C.A.1 Key Events and Dates

This Contract commences on the Contract Start Date or the date this Contract is executed, whichever is the latter, and continues for the Contract Term unless:

- a) it is terminated earlier; or
- b) the Customer exercises the Contract Extension Option, in which case this Contract will continue until the end of the extended time (unless it is terminated earlier).

Event	Details
Contract Start Date:	1 July 2022
Contract Term:	This Contract will remain in force for a period of 2 years.
Contract Extension Option:	This Contract includes the following extension option(s): One option for a further period of up to two (2) years.

C.A.2 The Requirement

Background

The Customer requires a national network of Independent Experts to assess non-judicial claims of family violence made in accordance with the Provisions contained in Division 1.5 of the *Migration Regulations 1994*.

The Supplier has agreed to provide the Services as outlined below.

Services

SUPPLIER RESPONSIBILITIES

Delivery of the Services

The Supplier will:

- a. deliver the following Services taking into account input from the Customer:
 - (i) undertaking assessments of claims referred to the Supplier by the Customer or the Tribunal ("Referrals") from an applicant who:
 - (1) has applied for a visa of the Relevant Subclasses as listed at the CCS Glossary;
 - and
 - (2) either:
 - [a] made a non-judicial claim of domestic/family violence under sub-regulation 1.23 of the *Migration Regulations 1994*; or
 - [b] has been refused a visa of the relevant class and have applied for a review of the visa refusal decision with the Tribunal, where relevant domestic/family violence is a consideration for the Tribunal;
 - and
 - (3) has been referred to an Independent Expert by a Department of Home Affairs ("Department") delegate or the Tribunal under paragraph 1.23(10)(c) of the *Migration Regulations 1994*.
 - (ii) develop the necessary materials, systems and standards required to deliver the Services;
- b. deliver the Services within the agreed Payment Schedule as detailed in C.A.3(a) of this Contract;
- c. be responsible for the ongoing management, training, support, development and innovation for service delivery by the Supplier's Personnel;
- d. provide timely advice to the Customer with regard to any issues that may affect the Supplier's own capabilities and Service outcomes;
- e. monitor through the Project Manager, the Supplier's compliance with this Contract; and

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- f. if necessary, set up a project implementation team. The project implementation team's role would be to take any steps required to establish procedures and resources for the implementation of the Contract. This team should include or have the oversight of the Contract Manager specified at C.A.5 of this Contract.

Undertaking Assessments

The Supplier must deliver the following Services in the manner specified in this Contract after receipt of the Department's or the Tribunal's Referral:

- a. contact the Applicant (or Migrant Agent acting for the Applicant) to arrange an interview where necessary;
- b. conduct an interview with the Applicant where appropriate and using an Interpreter where necessary;
- c. obtain third party verification of opinions by parties supporting the Applicant where available and necessary (for example, professionals who have provided evidence in support of the family violence claim);
- d. assess whether the Applicant or the relevant member of the Applicant's family has suffered relevant domestic violence or relevant family violence committed by the alleged perpetrator as defined in the *Migration Regulations 1994*;
- e. complete a written report to the Department or the Tribunal stating a professional opinion as to whether or not "relevant domestic violence" or "relevant family violence", as defined in paragraph 1.21 of the *Migration Regulations 1994* (or other paragraphs as in force at the time the visa application was made), has occurred (the "Report"). The Report should be in accordance with the reporting formats provided by the Department. The Report format may change over the duration of this Contract if agreed by both parties, in writing;
- f. where the Supplier has formed an opinion that the Applicant has not suffered relevant domestic violence or relevant family violence, the Supplier will provide the Applicant with an opportunity to comment on this opinion through a natural justice process. The Applicant will be provided with the chance to comment on any adverse information which is credible, relevant, significant and not required to be kept in confidence, prior to returning the Assessment to the Department or Tribunal;
- g. provide a Supplementary Report where one is requested by the Department or the Tribunal;
- h. conduct appropriate quality control checks; and
- i. provide appropriate training to the Independent Experts undertaking this work and other Specified Personnel where appropriate.

JOINT RESPONSIBILITIES OF THE SUPPLIER AND CUSTOMER

Administrative Review

Commonwealth Ombudsman and Australian Human Rights Commission (AHRC)

The Supplier must respond to (either in writing or through an appearance) any Commonwealth Ombudsman or AHRC complaint or inquiry in relation to administration or service delivery.

The Customer must respond to (either in writing or through an appearance) any Commonwealth Ombudsman or AHRC complaint or inquiry in relation to policy.

Where a Commonwealth Ombudsman or AHRC complaint relates to administration or service delivery and policy, the complaint must be handled by both Parties who will liaise and provide each other with copies of responses.

Where relevant, the other Party must be consulted about any response to the Commonwealth Ombudsman's or AHRC's referral.

Other bodies or agencies

Complaints or inquiries received from agencies or bodies other than the Commonwealth Ombudsman or AHRC, must be dealt with in a manner consistent with the above.

Conformance with Policy and Legislation

The delivery of the Services must be in accordance with all of the following, unless otherwise agreed to by both the Customer and the Supplier:

- a. relevant parts of the *Procedural Instruction* – Division 1.5 – Special provisions relating to family violence;
- b. The Customer's forms including the Domestic/Family Violence Referral Form;
- c. relevant sections of the *Migration Regulations 1994*;
- d. relevant sections of the *Migration Act 1958*; and
- e. relevant sections of the *Privacy Act 1988*.

RESPONSIBILITIES OF THE CUSTOMER

The Customer will:

- a. be responsible for referring the Applicants to the Supplier, and for the processing of the associated visa applications;
- b. set out relevant information in a standard referral form to the Supplier, including the identity of the alleged victim and the alleged perpetrator according to the relevant provisions in the *Migration Regulations 1994*;
- c. provide information to Applicants claiming domestic/family violence about procedures for the Assessment;
- d. obtain from the Applicant the required evidence as specified in Regulation 1.23(9)(c).
- e. forward the necessary forms to the Supplier's Contact Officer;
- f. make a decision about relevant visa applications and domestic/family violence claims that do not require referral to the Supplier;
- g. advise community agencies and the general public about the Service and arrangements for Applicants;
- h. maintain a Contact Officer in the Department's National Office and the Department's Family Violence Unit within the Permanent Partner Section, Victoria, for the Supplier's Specified Personnel;
- i. provide appropriate training to the Department's case managers and other Departmental staff;
- j. provide advice to the Supplier on the interpretation of the Domestic/Family Violence Provisions of the *Migration Regulations 1994* where necessary.

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- k. alert the Supplier of any issues affecting performance;
- l. inform the Supplier of any:
 - i. Ministerial announcements;
 - ii. Court proceedings;
 - iii. Legislative changes; and
 - iv. Policy changes;

where possible, that may impact on the number of Referrals.

The Department arranged for the former Minister for Immigration and Citizenship to specify, for the purposes of Regulation 1.21 of the *Migration Regulations 1994*, s. 47G(1)(a) as the Independent Expert. This Instrument gives effect to this contract and is in effect until revoked by the Minister.

Required Contract Material

The Supplier must provide the following reports to the Customer:

- a. a monthly report, due on the 15th day of each month, monitoring performance and providing agreed performance information; and
- b. a quarterly report, due on the 15th day of each relevant month, on all Referrals having regard to the Performance Measures outlined in C.A.2(a) of this Contract.

The Project Manager and Project Officer may agree to the provision of other reports on:

- a. a periodic basis; or
- b. an *ad hoc* basis.

In relation to the monthly and quarterly reports, other statistics that the Supplier may be required to provide include, but are not limited to the:

- a. number of referrals sent to the Independent Expert by the Department and the Tribunal;
- b. number of Independent Expert Assessments completed and returned to the Department and the Tribunal;
- c. number of outstanding Referrals awaiting Assessment;
- d. number of negative or positive findings of family violence;
- e. location of Applicants claiming family violence;
- f. number of Assessments undertaken with or without interview; and
- g. duration of time taken for each Referral to be returned to the Department and the Tribunal.

The Supplier must not unreasonably withhold agreement to a request for a report made for the purposes of this Contract by the Customer.

The Supplier must provide an Assessment for each Referral sent by the Department or the Tribunal.

The Supplier must provide a Supplementary Report where one is requested by the Department or the Tribunal.

C.A.2(a) Standards

The Supplier must ensure that any goods and services provided under this Contract comply with all applicable Australian standards (or in its absence an international standard) including any requirements or standards specified in this Statement of Work. If requested by the Customer, the Supplier must enable the Customer, or an independent assessor, to conduct periodic audits to confirm compliance with all applicable Australian or international standards, including, but not limited to, those specified in this Statement of Work.

Web Content Accessibility

As applicable, the Supplier must ensure that any website, associated material and/or online publications (where applicable) complies with the Web Content Accessibility Guidelines available at:

<https://www.w3.org/WAI/intro/wcag>.

Performance Measures

To demonstrate progress towards achievement of the Requirement, the Supplier is required to comply with the following performance measures:

1. Upon receipt of referrals from either the Department or Tribunal, make appropriate and timely decisions as agreed between the Customer and the Supplier under this Contract.
2. Key Performance Indicators:
 - a. 75% of Assessments must be finalised within 40 working days of receipt of all documents; or
 - b. 90% of Assessments must be finalised within 60 working days;

For the purpose of the Key Performance Indicators:

- i. This excludes cases where additional information is provided by the Supplier after a written report has been completed.
 - ii. For cases where applicants are not provided with written notice to comment on adverse information (as may occur under C.A.2 – The Requirement), the dates are to be taken from the date the relevant evidence as specified in Regulation 1.23(9)(c) is received by the Supplier to the date the Customer receives a written report from the Supplier.
 - iii. For cases where applicants are provided with written notice to comment on adverse information (as may occur under C.A.2 – The Requirement), the dates are to be taken from the date the relevant evidence as specified in Regulation 1.23(9)(c) is received by the Supplier to the date the Supplier provides the written notice to the applicant.
3. These performance indicators relate to cases referred by the Department and the Tribunal, as well as Supplementary Reports as defined at the CCS Glossary.
4. The Supplier must maintain a satisfactory standard of work as specified by the requirements of this Contract, including in relation to:
 - a. quality of the written reports;
 - b. professionalism and integrity in working with Applicants, third parties, the Department and the Tribunal; and
 - c. reporting requirements.

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5. Professional standards must be maintained in relation to:
- experience and qualifications of key personnel, including Independent Experts;
 - quality management;
 - risk management;
 - work health and safety; and
 - security protocols, including the protection of personal information.

C.A.2(b) Security Requirements

The Customer does not require Specified Personnel to hold a Commonwealth security clearance.

C.A.2(c) Work Health and Safety

Prior to commencement of this Contract, the Customer's Contract Manager and the Supplier's Contract Manager will identify any potential Work Health and Safety issues anticipated to arise during the term of this contract and assign management of each issue identified to the party best able to manage it. The Supplier will provide the Customer with a plan for approval.

Throughout the Contract Term, the Customer and the Supplier will proactively identify and cooperate to manage any Work Health and Safety issues that arise.

C.A.2(d) Delivery and Acceptance

Where the Customer rejects any deliverables under Clause C.C.11 [*Delivery and Acceptance*] the Customer will specify a timeframe in which the Supplier is required to rectify deficiencies, at the Supplier's cost, so that the deliverables meet the requirements of this Contract. The Supplier must comply with any such requirement. Rectified deliverables are subject to acceptance under Clause C.C.11 [*Delivery and Acceptance*].

The Supplier will refund all payments related to the rejected deliverables unless the relevant deliverables are rectified and accepted by the Customer.

If the Supplier is unable to meet the Customer's timeframe, the Customer may terminate this Contract in accordance with Clause C.C.16 [*Termination for Cause*].

C.A.2(e) Meetings

The Supplier is required to attend meetings as follows:

- The Project Manager and Project Officer will meet when the need arises to discuss:
 - the provision of all or part of the Services;
 - compliance with the relevant Standards outlined in C.A.2(a) of this Contract; and
 - performance issues.
- The meetings:
 - may be called by either the Customer or Supplier;
 - cannot be reasonably refused by either the Customer or Supplier;
 - may take place in person or by teleconference; and
 - must take place at least once every 12 months.

C.A.2(f) Facilities and Assistance Offered by the Customer

Not Applicable

C.A.2(g) Customer Material

1. The Customer will provide the Supplier with copies of relevant migration legislation, including the Domestic Violence Provisions and the Family Violence Provisions under the *Migration Regulations 1994*. This material will be provided prior to the Contract Start Date.
2. The Customer will provide the Supplier with copies of any relevant policy guidance in relation to the Domestic Violence Provisions and the Family Violence Provisions under the *Migration Regulations 1994 (including relevant parts of the Procedural Instruction)*. This material will be provided prior to the Contract Start Date.
3. The Customer will provide the Supplier with a template for completing Assessments and Supplementary Reports.
4. The Customer will keep the Supplier informed of any changes to this material that may affect the provision of the Services and provide updated material where appropriate.

C.A.2(h) Conflicts of Interest

The Supplier has declared that it has or may have real or perceived or potential conflicts of interest (COI) relevant to the performance of its obligations under this Contract. During the Contract Term the Supplier agrees to keep the Customer informed of all relevant details relating any potential COI and implement any COI management strategies agreed upon by the Customer and the Supplier.

In addition to the Supplier's obligations under clause C.C.3 [*Conflict of Interest*], the Supplier also agrees to comply with any additional requirements notified by the Customer from time to time in relation to the management of this conflict.

C.A.2(i) Public Interest Disclosure

Public officials (including service providers under a Commonwealth contract) who suspect wrongdoing within the Commonwealth public sector can raise their concerns under the *Public Interest Disclosure Act 2013* (PID Act). Prior to making a disclosure, refer to information available at:

<http://www.ombudsman.gov.au/about/making-a-disclosure/information-for-disclosers>.

All Public Interest Disclosure matters (relating to this procurement) should be referred to:

Name/Position:	Authorised Officer
Email Address:	s. 22(1)(a)(ii)@homeaffairs.gov.au
Telephone:	s. 22(1)(a)(ii) (within Australia) or s. 22(1)(a)(ii) (outside Australia)

C.A.2(j) Complaints Handling

Any complaints relating to this procurement should be referred to:

Name/Position:	s. 22(1)(a)(ii) A/g Assistant Director, Partner Program Management Section
Email Address:	s. 22(1)(a)(ii)@homeaffairs.gov.au
Telephone:	s. 22(1)(a)(ii)

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C.A.3 Contract Price

s. 47G(1)(a)

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S. 47G(1)(a)

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C.A.4 Contract Managers and Addresses for Notices

Contract Managers are responsible for issuing or accepting any written Notices under this Contract and are the contact points for general liaison.

C.A.4(a) Customer's Contract Manager:

The person occupying the position of: Director, Partner Program Management Section
Currently: s. 22(1)(a)(ii)
Telephone: s. 22(1)(a)(ii)
Mobile: s. 22(1)(a)(ii)
Email Address: s. 22(1)(a)(ii) [@homeaffairs.gov.au](mailto:s.22(1)(a)(ii)@homeaffairs.gov.au)
Postal Address: Department of Home Affairs
PO Box 25
BELCONNEN ACT 2616

C.A.4(b) Customer's Address for Invoices:

Addressee Name/Position Title: s. 22(1)(a)(ii)
Director, Partner Program Management Section
Telephone: s. 22(1)(a)(ii)
Email Address: s. 22(1)(a)(ii) [@homeaffairs.gov.au](mailto:s.22(1)(a)(ii)@homeaffairs.gov.au)
Postal Address: Department of Home Affairs
PO Box 25
BELCONNEN ACT 2616

The Customer's preferred method of invoicing is by email.

C.A.4(c) Supplier's Contract Manager:

Name: s. 47F(1)
Position Title: Contract Manager/Consultant
Telephone: s. 47G(1)(a)
Mobile: s. 47G(1)(a)
Email Address: s. 47G(1)(a)
Postal Address: s. 47G(1)(a)

C.A.4(d) Supplier's Address for Notices

Name: s. 47F(1)
Position Title: Director/Owner
Email Address: s. 47G(1)(a)
Postal Address: s. 47G(1)(a)

C.A.5 Specified Personnel

Position/Role	Name
Independent Expert (NSW)	s. 47F(1)
Independent Expert (NSW)	s. 47F(1)
Independent Expert (NSW/TAS/NT) Contract Manager / Clinical Director	s. 47F(1)
Independent Expert (NSW)	s. 47F(1)
Independent Expert (NSW)	s. 47F(1)
Independent Expert (NSW)	s. 47F(1)
Independent Expert (NSW)	s. 47F(1)
Independent Expert (NSW)	s. 47F(1)
Independent Expert (ACT)	s. 47F(1)
Independent Expert (VIC/SA/TAS)	s. 47F(1)
Independent Expert (VIC)	s. 47F(1)
Independent Expert (VIC)	s. 47F(1)
Independent Expert (VIC)	s. 47F(1)
Independent Expert (VIC)	s. 47F(1)
Independent Expert (WA)	s. 47F(1)
Independent Expert (WA)	s. 47F(1)
Independent Expert (QLD)	s. 47F(1)
Independent Expert (QLD)	s. 47F(1)
Director, LSC Psychology / Contracts Director	s. 47F(1)
Accounts Officer	s. 47F(1)
Administration Team	To be confirmed

C.A.6 Subcontractors

Full Legal Name	Postal Address	ACN / ABN / ACNR	Services to be Performed
Not Applicable			

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Additional Contract Terms

An executed contract will incorporate the Commonwealth Contract Terms and also the following Additional Contract Terms:

C.B.1 Intellectual Property

For the purposes of this clause, "Intellectual Property Rights" means all intellectual property rights which may subsist in Australia or elsewhere, whether or not they are current or future or registered or capable of being registered, including without limitation in relation to, copyright, designs, trade marks (including unregistered marks), business and company names, domain names, database, circuit layouts, patents, inventions, discoveries, know-how, trade secrets and confidential information, but excluding Moral Rights.

The Customer owns the Intellectual Property Rights in the Material created under this Contract.

To the extent the Supplier or a third party holds any Intellectual Property Rights in any existing Material, the Supplier hereby agrees to licence the Customer to enable the Customer to exercise full rights and interests in the Intellectual Property Rights in any Material provided under this Contract. The Supplier agrees to create, execute or sign any documents and perform all acts which may be necessary to allow the use of those rights by the Customer for any purpose.

The Customer grants to the Supplier a non-exclusive, non-transferable, irrevocable, royalty-free licence for this Contract Term to exercise the Intellectual Property Rights in the Material for the sole purpose of fulfilling its obligations under this Contract. The licence in this clause is subject to any conditions or limitations of third parties that the Customer notifies to the Supplier.

Intellectual Property Rights in Goods provided under this Contract or pre-existing Intellectual Property of the Supplier, set out below (if any), will not change as a result of this Contract.

Pre-Existing Intellectual Property of the Supplier

The Supplier grants to, or in the case of Third-Party Material, must obtain for, the Customer a non-exclusive, irrevocable, royalty-free, perpetual, world-wide licence (including the right to sub-licence) to exercise the Intellectual Property Rights in all Pre-existing Material and Third-Party Material incorporated into the Material to enable the Customer to receive the full benefit of the Goods and/or Services and the Material and to exercise its rights in relation to the Material.

C.B.2 Confidential Information of the Supplier

The Customer agrees that the following information meets the Commonwealth's confidentiality guidelines and agrees to treat the information as confidential unless required by law to disclose the information. The Customer retains the right to disclose any other information contained in this Contract.

Information to be kept confidential
Documents produced by the Supplier for the purposes of the tender and tender evaluation, until such time as allowed under legislation and subject to legislative requirements such as the <i>Archives Act 1983</i> .

C.B.3 Interest on Late Payments

Where the Customer and the Supplier both have the capability to deliver and receive e-Invoices through the Pan-European Public Procurement On-Line (PEPPOL) framework and have agreed to use electronic invoicing (e-Invoicing), the Customer will pay the amount of a Correctly Rendered Invoice to the Supplier within five (5) calendar days after receiving it, or if this day is not a business day, on the next business day.

In all other circumstances, the Customer will pay the amount of a Correctly Rendered Invoice to the Supplier within twenty (20) calendar days after receiving it, or if this day is not a business day, on the next business day.

If the total initial value of the Contract (excluding any options, extensions, renewals or other mechanisms that may be executed over the life of the contract) is less than A\$1 million (GST inclusive) and the Customer fails to make a payment to the Supplier by the business day it is due, the Customer will pay the

unpaid amount plus interest on the unpaid amount, provided the amount of interest payable under this clause exceeds A\$100.

Interest payable under this clause will be simple interest calculated in respect of each calendar day from the day after the amount was due and payable, up to and including the day that the Customer effects payment, calculated using the General Interest Charge Rate available on the Australian Taxation Office website as it applies on the day the amount was due and payable expressed as a daily rate.

C.B.4 Illegal Workers

Illegal Worker means a non-citizen who:

- a) does not hold a valid visa and who performs Work in Australia; or
- b) holds a valid visa and who performs Work in Australia in breach of a visa condition that:
 - (i) prohibits him or her from working in Australia; or
 - (ii) restricts the Work that he or she may perform in Australia.

Work means any work, whether for reward or otherwise. For more information refer to the "Employing Legal Workers Guide" available at: <http://www.homeaffairs.gov.au/Busi/Empl/Empl/employing-legal-workers/legal-workers-a-guide-for-employers>.

The Supplier must not engage Illegal Workers in any capacity to carry out any Work under or in connection with this Contract and must Notify the Customer immediately if it becomes aware of the involvement of an Illegal Worker in such Work.

The Supplier must remove, or cause to be removed, any Illegal Worker from any involvement in performing its obligations under this Contract (including if engaged by a Subcontractor) and arrange for their replacement at no cost to the Customer and immediately upon becoming aware of the involvement of the Illegal Worker.

If requested in writing by the Customer, the Supplier must provide evidence within 14 days that it has taken all reasonable steps to ensure that it has complied and is complying with its obligations in respect of Illegal Workers.

C.B.5 Immigration and Border Protection Workers

The Supplier acknowledges that it, and its employees, contractors and subcontractor personnel, may be Immigration and Border Protection workers under the *Australian Border Force Act 2015* (Cth), and if so, must comply with:

- a) requirements and directions that may be issued under Part 5 of the *Australian Border Force Act 2015* (Cth) relating to alcohol and drug tests;
- b) secrecy and disclosure provisions in Part 6 of the *Australian Border Force Act 2015* (Cth);
- c) directions given by the Secretary or the Australian Border Force Commissioner to Immigration and Border Protection workers from time to time, which may include directions about security clearances, drugs and alcohol, mandatory reporting and professional standards;
- d) any other obligations under the *Australian Border Force Act 2015* (Cth); and
- e) Customer policies issued by the Department of Home Affairs to Immigration and Border Protection workers, as applicable.

If the Supplier, or its employees, contractors or subcontractor personnel who are Immigration and Border Protection workers breach any of their obligations under the *Australian Border Force Act 2015* (Cth) or applicable Customer policies, the Customer may, by written notice and in its absolute discretion:

- a) require that the Supplier immediately cease the involvement of specified employees, contractors or subcontractor personnel in the performance of the Services; or
- b) immediately terminate this Contract;

without liability and at no additional cost to the Customer.

The Customer's rights under this clause are in addition to the rights of the Secretary and the Australian Border Force Commissioner under section 57 of the *Australian Border Force Act 2015* (Cth). Any termination of this Contract under section 57 is also a valid termination under the terms and conditions of this Contract.

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C.B.6 Notifiable Data Breaches

Eligible Data Breach means an 'Eligible Data Breach' as defined in the *Privacy Act 1988* (Cth).

Personal Information means 'Personal Information' as defined in the *Privacy Act 1988* (Cth).

- a) If the Supplier becomes aware that there are reasonable grounds to suspect that there may have been an Eligible Data Breach in relation to any Personal Information held by the Supplier as a result of this Contract or its provision of the Goods and/or Services, the Supplier agrees to:
- (i) notify the Customer in writing as soon as possible, which must be no later than within three (3) days of becoming aware; and
 - (ii) unless otherwise directed by the Customer, carry out an assessment in accordance with the requirements of the *Privacy Act 1988* (Cth).
- b) Where the Supplier is aware that there are reasonable grounds to believe there has been, or where the Customer notifies the Supplier that there has been, an Eligible Data Breach in relation to any Personal Information held by the Supplier as a result of this Contract or its provision of the Goods and/or Services, the Supplier must:
- (i) take all reasonable action to mitigate the risk of the Eligible Data Breach causing serious harm to any of the individuals to whom the Personal Information relates;
 - (ii) unless otherwise directed by the Customer, take all other action necessary to comply with the requirements of the *Privacy Act 1988* (Cth); and
 - (iii) take any other action as reasonably directed by the Customer.

Commonwealth Contract Terms

C.C.1 Background:

The Customer requires the provision of certain Goods and/or Services. The Supplier has fully informed itself on all aspects of the Customer's requirements and has responded representing that it is able to meet the Statement of Requirement.

Some terms used in these *Commonwealth Contract Terms* have been given a special meaning. Their meanings are set out either in the *Commonwealth Contracting Suite Glossary* or in the relevant *Commonwealth Contract*.

C.C.2 Relationship of the Parties:

Neither party is the employee, agent, officer or partner of the other party nor, by virtue of this Contract, authorised to bind or represent the other party.

The Supplier must ensure that its officers, employees, agents or Subcontractors do not represent themselves as being an officer, employee, partner or agent of the Customer.

In all dealings related to the Contract, the parties agree to:

- (a) communicate openly with each other and cooperate in achieving the contractual objectives; and
- (b) act honestly and ethically; and
- (c) comply with reasonable commercial standards of fair conduct; and
- (d) consult, cooperate and coordinate activities to identify and address any overlapping work health and safety responsibilities aimed at ensuring the health and safety of workers and workplaces; and
- (e) comply with all reasonable directions and procedures relating to work health and safety, record keeping and security in operation at each other's premises or facilities whether specifically informed or as might reasonably be inferred from the circumstances.

C.C.3 Conflict of Interest:

The Supplier has either declared any real or perceived conflicts of interest that might arise, or states that no conflicts of interest exist, or are anticipated, relevant to the performance of its obligations under the Contract.

If any conflict or potential conflict arises during the Contract Term, the Supplier will immediately notify the Customer and comply with any reasonable Notice given to the Supplier by the Customer in relation to the conflict. As soon as practicable, any verbal advice must be followed by written confirmation.

C.C.4 Precedence of Documents:

The Contract is comprised of:

- (a) *Additional Contract Terms* (if any);
- (b) *Statement of Work*;
- (c) *Commonwealth Contract Terms*;
- (d) *Commonwealth Contracting Suite Glossary*; and
- (e) *Contract Annex 1 – Supplementary information* (if any),

unless otherwise agreed in writing between the parties.

If there is ambiguity or inconsistency between documents comprising the Contract, the document appearing higher in the list will have precedence.

The Contract may be signed and dated by the parties on separate, but identical, copies. All signed copies constitute one (1) Contract.

C.C.5 Governing Law:

The laws of the Australian Capital Territory apply to the Contract.

C.C.6 Entire Agreement:

The Contract represents the Parties' entire agreement in relation to the subject matter, at the time this Contract was entered.

~~Anything that occurred before the making of this Contract shall be disregarded (unless incorporated into the Contract in writing).~~ However, the Supplier represents that the claims made in its Response to the ATM were correct when made and remain correct.

The Parties agree that no agreement or understanding varying or extending the Contract will be legally binding upon either Party unless in writing and agreed by both Parties.

If either Party does not exercise (or delays in exercising) any of its contractual rights, that failure or delay will not prejudice those rights.

C.C.7 Survival:

All Additional Contract Terms (if any), plus Clauses C.C.14 [*Liability of the Supplier*], C.C.17 [*Supplier Payments*], C.C.20 [*Transition Out*], C.C.22 [*Compliance with Commonwealth Laws and Policies*], C.C.22(A) [*Access to Supplier's Premises and Records*], C.C.22(F) [*Fraud*] survive termination or expiry of the Contract.

C.C.8 Notices:

A Notice is deemed to be effected:

- (a) if delivered by hand - upon delivery to the relevant address;
- (b) if sent by registered post - upon delivery to the relevant address; or
- (c) if transmitted electronically - upon actual delivery as evidenced by an acknowledgement of receipt from the recipient's system by any means (including by means of delivery receipt).

A Notice received after 5.00 pm, or on a day that is not a working day in the place of receipt, is deemed to be effected on the next working day in that place.

C.C.9 Assignment:

The Supplier may not assign any rights under the Contract without the Customer's written consent. To seek consent, the Supplier must provide the Customer with a Notice, which includes full details of the proposed assignee and the rights the Supplier proposes to assign.

To decline consent, the Customer must provide a Notice to the Supplier, setting out its reasons, within twenty-eight (28) calendar days of receiving the Notice seeking consent. Otherwise, the Customer is taken to have consented.

C.C.10 Subcontracting:

Subcontracting any part of, or the entire Supplier's obligations under the Contract, will not relieve the Supplier from any of its obligations under the Contract.

The Supplier must ensure that Subcontractors specified in Item C.A.6 [*Subcontractors*] (if any) perform that part of the Services Specified in that item. Unless otherwise agreed by the Customer (in writing) the Supplier must not subcontract any part of its obligations under the Contract other than to Subcontractors named in Item C.A.6. The Supplier must ensure that specified Subcontractors (if any) are not replaced without the prior written consent of the Customer. The Customer's written consent will not be unreasonably withheld.

At the Customer's request, the Supplier, at no additional cost to the Customer, must promptly remove from involvement in the Contract any Subcontractor that the Customer reasonably considers should be removed.

Commonwealth Contract Terms

The Supplier must make available to the Customer the details of all Subcontractors engaged to provide the Goods and/or Services under the Contract. The Supplier acknowledges that the Customer may be required to publicly disclose such information.

The Supplier must ensure that any subcontract entered into by the Supplier, for the purpose of fulfilling the Supplier's obligations under the Contract, imposes on the Subcontractor the same obligations that the Supplier has under the Contract (including this requirement in relation to subcontracts).

C.C.11 Delivery and Acceptance:

The Supplier must provide the Goods and/or Services as specified in the *Statement of Work* and meet any requirements and standard specified in the *Statement of Work*.

The Supplier must promptly notify the Customer if the Supplier becomes aware that it will be unable to provide all or part of the Goods and/or Services specified in the *Statement of Work* and advise the Customer when it will be able to so.

Any Goods must be delivered free from any security interest. Unless otherwise stated in the Contract, Goods must be new and unused. Any Services must be provided to the higher of the standard that would be expected of an experienced, professional supplier of similar services and any standard specified in the *Statement of Work*.

The Customer may reject the Goods and/or Services within fourteen (14) calendar days after delivery or such longer period specified in the Contract at Item C.A.2(d) [*Delivery and Acceptance*], if the Goods and/or Services do not comply with the requirements of the Contract ("Acceptance Period").

If during the Acceptance Period circumstances outside the Customer's reasonable control cause a delay in the Customer's evaluation of the compliance of the Goods and/or Services with the Contract, the Customer may give the Supplier a Notice before the end of the original Acceptance Period, setting out the reason for the delay and the revised Acceptance Period date (which must be reasonable having regard to the circumstances causing the delay).

If the Customer does not notify the Supplier of rejection within the Acceptance Period (as extended if applicable), the Customer will be taken to have accepted the Goods and/or Services, though the Customer may accept the Goods and/or Services sooner. Title to Goods transfers to the Customer only on acceptance.

If the Customer rejects the Goods and/or Services, the Customer must issue a Notice clearly stating the reason for rejection and the remedy the Customer requires. No payment will be due for rejected Goods and/or Services until their acceptance.

C.C.12 Licences Approvals and Warranties:

At no cost to the Customer, the Supplier must obtain and maintain all Intellectual Property Rights, licences or other approvals required for the lawful provision of the Goods and/or Services and arrange any necessary customs entry for any Goods.

The Supplier must provide the Customer with all relevant third Party warranties in respect of Goods. If the Supplier is a manufacturer, the Supplier must provide the Customer with all standard manufacturer's warranties in respect of the Goods it has manufactured and supplied.

To the extent permitted by laws and for the benefit of the Customer, the Supplier consents, and must use its best endeavours to ensure that each author of Material consents in writing, to the use by the Customer of the Material, even if the use may otherwise be an infringement of their Intellectual Property Rights and/or Moral Rights.

C.C.13 Specified Personnel:

The Supplier must ensure that the Specified Personnel set out in Item C.A.5 [*Specified Personnel*] (if any) perform the part of the Services specified in that item. The Supplier must ensure that Specified Personnel (if any) are not replaced without the prior written consent of the Customer. The Customer's written consent will not be unreasonably withheld.

At the Customer's reasonable request, the Supplier, at no additional cost to the Customer, must as soon as reasonably practicable replace any Specified Personnel that the Customer reasonably considers:

- (a) is not performing the Supplier's obligations under the Contract to the standard or within the timeframe reasonably required by the Customer;
- (b) is not a fit and proper person; or
- (c) is not suitably qualified to perform the Services.

Any Specified Personnel must be replaced with personnel that are acceptable to the Customer.

C.C.14 Liability of the Supplier:

The Supplier will indemnify the Customer and its officials against any claim, loss or damage arising in connection with any negligent or wilful breach of the Supplier's obligations or representations under the Contract.

The Supplier's obligation to indemnify the Customer and its officials will reduce proportionally to the extent that any act or omission, on the part of the Customer or its officials contributed to the claim, loss or damage.

The Supplier's liability under this clause shall not exceed the maximum applicable amount that applies to the claim loss or damage under a scheme operating under Schedule 4 of the *Civil Law (Wrongs) Act 2002* (ACT), or any corresponding State, Territory or Commonwealth legislation, that limits the civil liability of members of particular professions arising from the performance of their professional services, where the Supplier is a member of that scheme, and where that scheme applies to the Goods and/or Services delivered under the Contract.

The Supplier will maintain adequate insurances for the Contract and provide the Customer with proof when reasonably requested.

C.C.15 Termination or Reduction for Convenience:

In addition to any other rights either party has under the Contract,

- (a) the Customer acting in good faith, may at any time; or
- (b) the Supplier, acting in good faith, may notify that it wishes to terminate the Contract or reduce the scope or quantity of the Goods and/or Services by providing a Notice to the other Party.

If the Supplier issues a Notice under this clause, the Supplier must comply with any reasonable directions given by the Customer. The Contract will terminate, or the scope will be reduced in accordance with the Notice, when the Supplier has complied with all of those directions.

If the Customer issues a Notice under this clause, the Supplier must stop or reduce work in accordance with the Notice and comply with any reasonable directions given by the Customer.

Commonwealth Contract Terms

In either case, the Supplier must mitigate all loss and expenses in connection with the termination or reduction in scope (including the costs of its compliance with any directions). The Customer will pay the Supplier for Goods and/or Services accepted in accordance with clause C.C.11 [Delivery and Acceptance] and item C.A.2(d) [Delivery and Acceptance] before the effective date of termination or reduction.

If the Customer issues a Notice under this clause, the Customer will also pay the Supplier for any reasonable costs the Supplier incurs that are directly attributable to the termination or reduction, provided the Supplier substantiates these costs to the satisfaction of the Customer.

Under no circumstances will the total of all payments to the Supplier exceed the Contract Price. The Supplier will not be entitled to loss of anticipated profit for any part of the Contract not performed.

C.C.16 Termination for Cause:

The Customer may issue a Notice to immediately terminate or reduce the scope of the Contract if:

- (a) the Supplier does not deliver the Goods and/or Services as specified in the Contract, or notifies the Customer that the Supplier will be unable to deliver the Goods and/or Services as specified in the Contract;
- (b) the Customer rejects the Goods and/or Services in accordance with clause C.C.11 [Delivery and Acceptance] and the Goods and/or Services are not remedied as required by the Notice of rejection;
- (c) the Supplier breaches a material term of the Contract and the breach is not capable of remedy;
- (d) the Supplier does not remediate a material breach of the Contract which is capable of remediation within the period specified by the Customer in a Notice of default issued to the Supplier; or
- (e) subject to the Customer complying with any requirements in the *Corporations Act 2001* (Cth), the Supplier:
 - (i) is unable to pay all its debts when they become due;
 - (ii) if incorporated – has a liquidator, receiver, administrator or other controller appointed or an equivalent appointment is made under legislation other than the *Corporations Act 2001* (Cth); or
 - (iii) if an individual – becomes bankrupt or enters into an arrangement under Part IX or Part X of the *Bankruptcy Act 1956* (Cth).

Termination of the Contract under this clause does not change the Customer's obligation to pay any Correctly Rendered Invoice.

C.C.17 Supplier Payments:

If the Supplier is required to submit an invoice to trigger payment, the invoice must be a Correctly Rendered Invoice.

The Supplier must promptly provide to the Customer such supporting documentation and other evidence reasonably required by the Customer to substantiate performance of the Contract by the Supplier.

Payment of any invoice is payment on account only, and does not substantiate performance of the Contract.

If the Supplier owes any amount to the Customer in connection with the Contract, the Customer may offset that amount, or part of it, against its obligation to pay any Correctly Rendered Invoice.

C.C.18 Dispute Resolution:

For any dispute arising under the Contract both the Supplier and the Customer agree to comply with (a) to (d) of this clause sequentially:

- (a) both Contract Managers will try to settle the dispute by direct negotiation;
- (b) if unresolved, the Contract Manager claiming that there is a dispute will give the other Contract Manager a Notice setting out details of the dispute and proposing a solution;
- (c) if the proposed solution is not accepted by the other Contract Manager within five (5) business days, each Contract Manager will nominate a more senior representative, who has not had prior direct involvement in the dispute. These representatives will try to settle the dispute by direct negotiation;
- (d) failing settlement within a further ten (10) business days, the Customer will, without delay, refer the dispute to an appropriately qualified mediator selected by the Customer or, at the Customer's discretion, to the chairperson of an accredited mediation organisation to appoint a mediator, for mediation to commence within fifteen (15) business days of the request.

Representatives for the Supplier and the Customer must attend the mediation. The nominated representatives must have the authority to bind the relevant party and act in good faith to genuinely attempt to resolve the dispute.

The Customer and the Supplier will each bear their own costs for dispute resolution. The Customer will bear the costs of a mediator.

If the dispute is not resolved within thirty (30) business days after mediation commences, either the Supplier or the Customer may commence legal proceedings.

Despite the existence of a dispute, the Supplier will (unless requested in writing by the Customer not to do so) continue their performance under the Contract.

This procedure for dispute resolution does not apply to action relating to clause C.C.16 [Termination for Cause] or to legal proceedings for urgent interdictory relief.

C.C.19 Transition In:

The Supplier must perform all tasks reasonably required to facilitate the smooth transition of the provision of the Goods and/or Services from any outgoing supplier to the Supplier.

C.C.20 Transition Out:

If the Contract expires or is terminated under clause C.C.16 [Termination for Cause] the Supplier must comply with any reasonable directions given by the Customer in order to facilitate the smooth transition of the provision of the Goods and/or Services to the Customer or to another supplier nominated by the Customer.

C.C.21 Compliance with Laws:

The Supplier must comply with, and ensure its officers, employees, agents and subcontractors comply with the laws from time to time in force in any jurisdiction in which any part of the Contract is performed.

Commonwealth Contract Terms

C.C.22 Compliance with Commonwealth Laws and Policies:

The Supplier must comply with, and ensure its officers, employees, agents and subcontractors comply with all Commonwealth laws and policies relevant to the Goods and/or Services and must provide such reports and other information regarding compliance as reasonably requested by the Customer or as otherwise required by a relevant law or policy.

If the Supplier becomes aware of any actual or suspected breach of the requirements set out in clauses A to G below, it must:

- (a) immediately report it to the Customer and provide a written report on the matter within five (5) business days; and
- (b) comply with any reasonable directions by the Customer in relation to any investigation or further reporting of the actual or suspected breach.

A. Access to Supplier's Premises and Records: The Supplier must maintain proper business and accounting records relating to the supply of the Goods and/or Services and performance of the Contract.

The Supplier agrees to provide to the Customer, or its nominee, access to the Supplier's, or its Subcontractor's premises, personnel, documents and other records, and all assistance reasonably requested, for any purpose associated with the Contract or any review of the Supplier's or the Customer's performance under the Contract, including (but not limited to) in connection with a request made under the *Freedom of Information Act 1982* (Cth) or audit or review by the Australian National Audit Office. Unless the access is required for the purpose of a criminal investigation into the Supplier, its employees or subcontractors, the Customer will reimburse the Supplier's substantiated reasonable cost for complying with the Customer's request.

The Supplier must not transfer, or permit the transfer of, custody or ownership, or allow the destruction, of any Commonwealth record (as defined in the *Archives Act 1983* (Cth)) without the prior written consent of the Customer. All Commonwealth records, including any held by Subcontractors, must be returned to the Customer at the conclusion of the Contract.

B. Privacy Act 1988 (Cth) Requirements: In providing the Goods and/or Services, the Supplier agrees to comply, and to ensure that its officers, employees, agents and subcontractors comply with the *Privacy Act 1988* (Cth) and not to do anything which if done by the Customer would breach an Australian Privacy Principle as defined in that Act.

C. Confidential Information: Other than information available in the public domain, the Supplier agrees not to disclose to any person, other than the Customer, any confidential information relating to the Contract or the Goods and/or Services, without prior written approval from the Customer. This obligation will not be breached where the Supplier is required by law or a stock exchange to disclose the relevant information or where the relevant information is publicly available (other than through breach of a confidentiality or non-disclosure obligation).

The Customer may at any time require the Supplier to arrange for its employees, agents or subcontractors to give a written undertaking relating to nondisclosure of the Customer's confidential information in a form acceptable to the Customer.

The Customer will keep any information in connection with the Contract confidential to the extent it has agreed in writing to keep such specified information confidential. The Customer will not be in breach of any confidentiality agreement if the Customer is required to disclose the information by law, a Minister or a House or Committee of Parliament.

D. Security and Safety: When accessing any Commonwealth place, area or facility, the Supplier must comply with any security and safety requirements notified to the Supplier by the Customer or of which the Supplier is, or should reasonably be aware. The Supplier must ensure that its officers, employees, agents and subcontractors are aware of, and comply with, such security and safety requirements.

The Supplier must ensure that all information, material and property provided by the Customer for the purposes of the Contract is protected at all times from unauthorised access, use by a third party, misuse, damage and destruction and is returned as directed by the Customer.

The Supplier acknowledges that unauthorised disclosure of security-classified information is an offence. Legislation (including, but not limited to, the *Criminal Code Act 1995* (Cth)) contains provisions relating to the protection of certain information and sets out the penalties for the unauthorised disclosure of that information.

E. Criminal Code: The Supplier acknowledges that the giving of false or misleading information to the Commonwealth is a serious offence under section 137.1 of the schedule to the *Criminal Code Act 1995* (Cth). The Supplier must ensure that any subcontractor engaged in connection with the Contract is aware of the information contained in this clause.

F. Fraud: For the purposes of this clause, Fraud means dishonestly obtaining a benefit from the Commonwealth or causing a loss to the Commonwealth by deception or other means.

The Supplier must take all reasonable steps to prevent and detect Fraud in relation to the performance of this Contract. The Supplier acknowledges the occurrence of Fraud will constitute a breach of this Contract.

If an investigation finds that the Supplier or its employees have committed Fraud, or the Supplier has failed to take reasonable steps to prevent Fraud by an employee or subcontractor, the Supplier must reimburse or compensate the Customer in full.

G. Taxation: The Supplier agrees to comply, and to require its subcontractors to comply, with all applicable laws relating to taxation.



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Commonwealth Contracting Suite (CCS) Glossary

In the Commonwealth Contracting Suite:

A reference to:

- a) a clause in the form A.A.[x] – is a reference to a clause of the **Approach to Market**;
- b) a clause in the form A.B.[x] – is a reference to a clause of the **Commonwealth ATM Terms**;
- c) an item in the form C.A.[x] – is a reference to an item in the **Statement of Work**;
- d) a clause in the form C.B.[x] – is a reference to a clause in the **Additional Contract Terms**;
- e) a clause in the form C.C.[x] – is a reference to a clause of the **Commonwealth Contract Terms** or the **Commonwealth Purchase Order Terms**, as the case may be.

“Additional Contract Terms” means the terms and conditions set out in the section of the Contract with the heading ‘Additional Contract Terms’.

“Approach to Market or ATM” means the notice inviting potential suppliers to participate in the procurement.

“Closing Time” means the closing time specified in clause A.A.1 [*Key Events and Dates*].

“Contract” means the documentation specified in clause C.C.4 [*Precedence of Documents*].

“Contract Extension Option” means an option of a Customer to extend the term of a Contract for one or more additional time periods.

“Contract Manager” means the contract manager for the Customer and/or Supplier (as relevant) specified in the Contract.

“Contract Price” means the total contract price specified in the Contract, including any GST component payable, but does not include any simple interest payable on late payments.

“Correctly Rendered Invoice” means an invoice that:

- a) is correctly addressed and calculated in accordance with the Contract;
- b) relates only to Goods and/or Services that have been accepted by the Customer in accordance with the Contract;
- c) includes any purchase order number, and the name and phone number of the Customer’s Contract Manager;
- d) is for an amount which, together with all previously Correctly Rendered Invoices, does not exceed the Contract Price; and
- e) is a valid tax invoice in accordance with the GST Act.

“Customer” means a party specified in a Contract as a Customer.

“Delivery and Acceptance” means the process by which Goods and/or Services are delivered to a Customer and accepted by the Customer as meeting the terms specified in the Contract.

“General Interest Charge Rate” means the general interest charge rate determined under section 8AAD of the *Taxation Administration Act 1953* on the day payment is due, expressed as a decimal rate per day.

“Goods and/or Services” means:

- a) the Goods, Services, or Goods and Services and any Material specified in the Contract; and
- b) all such incidental Goods and Services that are reasonably required to achieve the purposes of the Customer as specified in the Contract.

“GST Act” means *A New Tax System (Goods and Services Tax) Act 1999* (Cth).

“GST” means a Commonwealth goods and services tax imposed by the GST Act.

“Intellectual Property Rights” means all intellectual property rights which may subsist in Australia or elsewhere, whether or not they are registered or capable of being registered.

Commonwealth Contracting Suite (CCS) Glossary

“Material” means any material brought into existence as a part of, or for the purpose of producing the Goods and/or Services, and includes but is not limited to documents, equipment, information or data stored by any means.

“Moral Rights” means the rights in *Part IX of the Copyright Act 1968 (Cth)*, including the right of attribution, the right against false attribution and the right of integrity.

“Notice” means an official notice or communication under the Contract in writing, from one Contract Manager and delivered to the other Contract Manager, at the postal address, or email address, or facsimile number set out in the Contract or as notified from time to time.

“Requirement” means the description of the Goods and Services described in:

- a) for the purposes of the Commonwealth ATM Terms the section of the Approach to Market with the heading ‘Requirement’;
- b) for the purposes of the Commonwealth Contract Terms the section of the Statement of Work with the heading ‘Requirement’;
- c) for the purposes of the Commonwealth Purchase Order Terms the document setting out the Goods and/or Services.

“Specified Personnel” means the personnel specified in the Contract or such other personnel who are accepted by the Customer in accordance with clause C.C.13 [*Specified Personnel*]

“Statement of Requirement” means the section of the Approach to Market with the heading ‘Statement of Requirement’.

“Statement of Work” means the section of the Contract, as the case may be, with the heading ‘Statement of Work’.

“Supplier” means a party specified in a Contract as a Supplier.

Contract Annex 1 – Supplementary Information

Additional Glossary

“Applicant” means a person who has made a claim relating to family violence or domestic violence under the Provisions.

“Assessment” means to provide a professional opinion to the Department as to whether an Applicant has suffered relevant family violence or relevant domestic violence.

“Department” is the Department of Home Affairs or the department or agency of the Commonwealth which is from time to time responsible for the administration of this Agreement.

“Domestic Violence Provisions” means Division 1.5 of the *Migration Regulations 1994* as it relates to Claims made relating to visa applications lodged before 15 October 2007.

“Family Violence Provisions” means Division 1.5 of the *Migration Regulations 1994* as it relates to Claims made relating to visa applications lodged on or after 15 October 2007.

“Independent Expert” means a Personnel of the Contractor who is performing the function of an independent expert as defined in the Provisions.

“Interpreter” means an interpreter which is accredited by the National Accreditation Authority for Translators and Interpreters (NAATI).

“Key Performance Indicator” means the standard used to measure the effectiveness of service delivery of a particular output of the Services.

“Project Manager” means the National Manager or the written nominee of that manager acting for the Supplier, as the case requires.

“Project Officer” means the person for the time being holding, occupying or performing the duties of the office of the Department or any substitute notified in writing to the Supplier by the Department.

“Provisions” means the Domestic Violence Provisions and the Family Violence Provisions.

“Referrals” means the claims referred from the Department or the Tribunal to the Supplier using the Referral forms provided by the Department or the Tribunal.

“Relevant Legislation” means for the purposes of this Contract the legislation listed in the Contract (and any legislation amending or substituted for that legislation).

“Relevant Subclasses” means visa subclasses 100, 445, 801, 820 and 858, and any other visa subclass to which the family violence provisions become applicable during the course of the Contract.

“Supplementary Report” means a Supplementary Report conducted where a Supplier has already provided the Department or the Tribunal with an Assessment, but new information has been provided and the determination needs to be reconsidered.

“Tribunal” means the Administrative Appeals Tribunal.

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under the Freedom of Information Act 1982

Contract Signing Page

The Parties agree that by signing this Commonwealth Contract – Services, they enter into a Contract comprising:

- a) Additional Contract Terms;
- b) Statement of Work;
- c) Commonwealth Contract Terms;
- d) Commonwealth Contracting Suite Glossary; and
- e) Contract Annex 1 – Supplementary Information.

EXECUTED as an Agreement

Signed for and on behalf of the **Commonwealth of Australia** as represented by Department of Home Affairs **ABN** 33 380 054 835 by its duly authorised delegate in the presence of

Signature of witness

Signature of delegate

Name of witness (*print*)

Name of delegate (*print*)

Position of delegate (*print*)

Date:

Executed by s. 47G(1)(a) in accordance with Section 127 of the *Corporations Act 2001*

Signature of director

Signature of director/company secretary
(Please delete as applicable)

s. 47F(1)

s. 47F(1)

Name of director (*print*)

s. 47F(1)

Name of director/company secretary (*print*)

s. 47F(1)

Date:

23 June 2022

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



Australian Government
Department of Home Affairs

DEED OF VARIATION No. 3

BETWEEN

**THE COMMONWEALTH OF AUSTRALIA, AS
REPRESENTED BY THE DEPARTMENT OF HOME
AFFAIRS
ABN 33 380 054 835**

AND

**LSC Psychology Pty Ltd
ABN 70 131 530 277**

DEED OF VARIATION

This Deed is made on *2 July 2024*

Between

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

and

s. 47G(1)(a)

RECITALS:

- A. The Department and the Contractor entered into a contract dated 1 July 2022 for the provision of a national network of Independent Experts to assess non-judicial claims of family violence made in accordance with Division 1.5 of the *Migration Regulations 1994* services (the **Contract**).
- B. The Contract has previously been varied by the Parties as follows:
 - (i) Letter of Exchange dated 1 February 2023;
 - (ii) Letter of Exchange dated 26 April 2023.
- C. The Department and the Contractor have agreed to vary the certain rights and obligations in the Contract in accordance with the provisions of this Deed of Variation (No. 3) (the **Deed**).

IT IS AGREED:

1. Defined terms and interpretation

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

2. Variation to the Contract

- 2.1. The Contract is varied with effect on and from 1 July 2024 as follows:

(a) Under C.A.2 The Requirement - Background –

“The Customer requires a national network of Independent Experts to assess non-judicial claims of family violence made in accordance with the Provisions contained in Division 1.5 of the Migration Regulations 1994.

The Supplier has agreed to provide the Services as outlined below.”

Is deleted and replaced with –

“The Customer requires a network of Independent Experts to assess non-judicial claims of family violence made in accordance with the Provisions contained in Division 1.5 of the Migration Regulations 1994.

The Supplier has agreed to provide the Services as outlined below.”

(b) Under C.A.2 The Requirement - Required Contract Material –

“The Supplier must provide the following reports to the Customer:

- a. a monthly report, due on the 15th day of each month, monitoring performance and providing agreed performance information; and
- b. a quarterly report, due on the 15th day of each relevant month, on all Referrals having regard to the Performance Measures outlined in C.A.2(a) of this Contract.

The Project Manager and Project Officer may agree to the provision of other reports on:

- a. a periodic basis; or
- b. an ad hoc basis.

In relation to the monthly and quarterly reports, other statistics that the Supplier may be required to provide include, but are not limited to the:

- a. number of referrals sent to the Independent Expert by the Department and the Tribunal;
- b. number of Independent Expert Assessments completed and returned to the Department and the Tribunal;
- c. number of outstanding Referrals awaiting Assessment;
- d. number of negative or positive findings of family violence;
- e. location of Applicants claiming family violence;
- f. number of Assessments undertaken with or without interview; and
- g. duration of time taken for each Referral to be returned to the Department and the Tribunal.”

Is deleted and replaced with –

“The Supplier must provide reports to the Customer. The Project Manager and Project Officer may agree to the provision of reports on an ad hoc basis.

In relation to reports, statistics that the Supplier may be required to provide include, but are not limited to the:

- a. number of referrals sent to the Independent Expert by the Department and the Tribunal;
- b. number of Independent Expert Assessments completed and returned to the Department and the Tribunal;
- c. number of outstanding Referrals awaiting Assessment;
- d. number of negative or positive findings of family violence;
- e. location of Applicants claiming family violence;
- f. number of Assessments undertaken with or without interview; and
- g. duration of time taken for each Referral to be returned to the Department and the Tribunal having regard to the Performance Measures outlined in C.A.2(a) of this Contract."

(c) Under C.A.3 Contract Price —

s. 47G(1)(a)

s. 47G(1)(a)



Under C.A.5 Specified Personnel –

“

Position/Role	Name
Independent Expert (NSW)	s. 47F(1)
Independent Expert (NSW)	
Independent Expert (NSW/TAS/NT) Contract Manager / Clinical Director	
Independent Expert (NSW)	
Independent Expert (NSW)	
Independent Expert (NSW)	
Independent Expert (NSW)	
Independent Expert (NSW)	
Independent Expert (ACT)	
Independent Expert (VIC/SA/TAS)	
Independent Expert (VIC)	
Independent Expert (VIC)	
Independent Expert (VIC)	
Independent Expert (VIC)	
Independent Expert (WA)	
Independent Expert (WA)	
Independent Expert (QLD)	
Independent Expert (QLD)	
Director, LSC Psychology / Contracts Director	
Accounts Officer	
Administration Team	To be confirmed

”

Is deleted and replaced with –

“

Position/Role	Name
Director, LSC Psychology / Contracts Director	s. 47F(1)
Contract Manager / Clinical Director / Independent Expert (National)	s. 47F(1)

Independent Expert (National)	s. 47F(1)	
Independent Expert (NSW)		
Independent Expert (NSW)		
Independent Expert (NSW)		
Independent Expert (NSW)		
Independent Expert (ACT)		
Independent Expert (VIC)		
Independent Expert (VIC)		
Independent Expert (VIC)		
Independent Expert (VIC)		
Independent Expert (WA)		
Independent Expert (WA)		
Independent Expert (QLD)		
Independent Expert (QLD)		
Independent Expert (NSW)		
Independent Expert (NSW)		
Administration Assistant / Accounts Manager		

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

3. Miscellaneous

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

EXECUTED as a Deed

Executed as a Deed by the Commonwealth of Australia
represented by the Department of
Home Affairs by

its duly authorised delegate in the presence of:

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

3/7/2024

Signature of witness and date signed

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

Signature of delegate

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

Name of witness (print)

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

Name of delegate (print)

3 July 2024

Date

Director, DFVS Section

Position of delegate (print)

s. 47G(1)(a)

s. 47F(1)

Signature of Director

Signature of Director

s. 47F(1)

Name of Director (print)

Name of Director (print)

2 July 2024

Date



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Family Violence Referral Form

Note: This form can only be used to refer a non-judicially determined claim of family violence to the Independent Expert (IE) in relation to:

- a visa application made on or after 15 October 2007, but before 24 November 2012, where the claim of family violence is made on or after 9 November 2009 and a statutory declaration under Regulation 1.25 of the *Migration Regulations 1994* is lodged on or after 24 November 2012; or
- visa applications lodged on or after 24 November 2012.

This form is to be used by Department of Home Affairs (the Department) officers assessing non-judicially determined claims of family violence when making a referral to the IE under paragraph 1.23(10)(c)(i) and accepting the IE opinion under paragraph 123(10)(c)(ii) of the *Migration Regulations 1994*.

PART A: Family Violence Referral from the Department of Home Affairs to S. 47G(1)(a)

Reference to 'alleged perpetrator' means the former spouse or de facto partner (or prospective spouse, for former subclass 300 holders only) of the alleged victim.

Reference to 'alleged victim' means:

- a spouse or de facto partner or prospective spouse of the alleged perpetrator; or
- a dependent child of:
 - the alleged perpetrator; or
 - the spouse or de facto partner or prospective spouse of the alleged perpetrator; or
 - both the alleged perpetrator and their spouse or de facto partner or prospective spouse; or
- a member of the family unit of a spouse or de facto partner or prospective spouse of the alleged perpetrator who has made a combined application for a visa with the spouse or de facto partner or prospective spouse.

Note: In accordance with the Department's Procedural Instruction [Div1.5] Division 1.5 – Special provisions relating to family violence, consideration should not only be given to conduct directly committed by the alleged perpetrator against the alleged victim, but also where the alleged perpetrator has engaged in any act (or omission) which could reasonably be regarded as relevant family violence perpetrated by the alleged perpetrator.

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Alleged victim/s details

A1	Full name (FAMILY NAME, Given names)	
A2	Date of birth	
A3	Current residential or postal address	
A4	Current contact details	Phone: Mobile: Email address:
A5	Department of Home Affairs file number	
A5(a)	Department of Home Affairs CID	
A6	Current visa held	
A7	Date of most recent arrival in Australia	
A8	Country of citizenship	
A9	Country of birth	
A10	Sex	Female / Male / Other
A11	Additional alleged victims (FAMILY NAME, Given names, Date of birth, Relationship to alleged victim) or N/A	
A12	Does the alleged victim require an interpreter? If yes, which language?	Yes / No / Unknown
A13	Are there any factors to consider for an interview, such as access requirements for disabilities, cultural sensitivities or other considerations? If yes, provide details.	Yes / No / Unknown
A14	Is the alleged victim still living with the alleged perpetrator? If yes, provide details of any safety considerations.	Yes / No / Unknown

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Authorised recipient/person details

A15	Has the alleged victim appointed a registered migration agent, legal practitioner or exempt person to provide immigration assistance? If yes, complete A16.	Yes / No
A16	Authorised recipient or authorised person details (<i>check details are up to date</i>).	
	Name	
	Organisation (if applicable)	
	Address	
	Phone/Mobile	
	Email address	

Alleged perpetrator details

A17	Full Name (FAMILY NAME, Given names)	
A18	Date of Birth	
A19	Country of birth	
A20	Relationship to alleged victim	

Referral details

Partner visa case history [**Mandatory field for Partner subclasses only – for other subclasses leave blank**]

Note: In dot point format, provide a brief timeline of significant events relating to this application, including date of meeting, commencement of relationship, marriage, any periods of separation, end of relationship and allegations of family violence.

- Click or tap here to enter text.

Date(s) of claimed relationship between alleged victim (applicant) and the alleged perpetrator (sponsor) [**Partner subclasses only – for other subclasses leave blank**]

A21.1	Date (or date range) when the alleged victim claims their relationship with the alleged perpetrator commenced (including relevant details, e.g. committed to relationship, started living together, married).	
-------	---	--

A21.2	Date (or date range) when the alleged victim claims their relationship with the alleged perpetrator ended.	

Date the Department determined the relationship was genuine and continuing [Mandatory field for Partner subclasses only – for other subclasses leave blank]

On [Click or tap here to enter text.](#) the Department determined that the alleged victim and alleged perpetrator were in a genuine and continuing relationship prior to the relationship ceasing.

Claims of alleged abuse

The alleged victim has submitted a number of documents to support their claim that they are a victim of relevant family violence perpetrated by the alleged perpetrator. The summary of claims outlined by the alleged victim include:

Type of abuse <i>(delete any that are not applicable)</i>	Nature of the conduct by the alleged perpetrator
Verbal	
Physical	
Sexual	
Financial	
Psychological/Emotional	
Other	

(Optional) Additional relevant information, if applicable

Note: In dot point format, include a brief list of any additional information that is not available in the attached documentation. Information must be factual, objective and not contain speculation as to whether or not family violence has occurred.

- [Click or tap here to enter text.](#)

Referring officer assessment

Based on the information presented to the Department, I am unable to make a determination that the alleged victim has experienced relevant family violence in accordance with the *Migration Regulations 1994*. I request that the Independent Expert conduct an interview with the alleged victim and provide the Department with their professional opinion as to whether or not relevant family violence has occurred.

Material provided by the Department of Home Affairs to the IE

A22: Has the referring officer included any additional relevant material along with this form (including any adverse information)?

Yes / No

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Information provided by the alleged victim (applicant)

Evidence	Attachment name
	e.g. Attachment A: (detail)

Information provided by the alleged perpetrator or third party (if applicable)

Evidence	Attachment name
	e.g. Attachment D: (detail)

Department of Home Affairs referring officer's details

Name	
Office	
Email address	
Phone	
Postal address	
Date	

Department of Home Affairs authorising officer's details (EL1 or above)

Name	
Position	
Office	
Phone	
I confirm the referral is required and meets appropriate guidelines.	Yes / No
Date	

Electronic referral process

Scan all documents for the referral (e.g. statutory declarations, supporting evidence), save as PDF files and email together with this form to: **S. 47G(1)(a)** **The subject line should be: Part A IE referral - SURNAME, First/Other Names, (DOB) - CLFXXX - CID XXX**

Copy (Cc) the referral to the Department of Home Affairs, Family Violence Program Management mailbox: **S. 22(1)(a)(ii)** **@homeaffairs.gov.au**.

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Family Violence Referral Form

PART B: Family Violence Assessment from LSC Psychology to the Department of Home Affairs

This part of the form is to be used by the Independent Expert (IE) to:

- record your assessment of the relevant family violence claims made by the alleged victim (applicant); and
- record whether, in your professional opinion, the alleged victim (applicant) has experienced relevant family violence committed by the alleged perpetrator (former spouse or defacto partner of the alleged victim).

Relevant family violence has the meaning given in Regulation 1.21 of the *Migration Regulations 1994*.

“Relevant family violence means conduct, whether actual or threatened, towards:

- (a) the alleged victim; or
- (b) a member of the family unit of the alleged victim; or
- (c) a member of the family unit of the alleged perpetrator; or
- (d) the property of the alleged victim; or
- (e) the property of a member of the family unit of the alleged victim; or
- (f) the property of a member of the family unit of the alleged perpetrator;

that causes the alleged victim to reasonably fear for, or to be reasonably apprehensive about, his or her own wellbeing or safety”.

The Department must accept the opinion of the independent expert under Regulation 1.23 of the *Migration Regulations 1994* (paragraph 1.23(13)), specifically:

(13) The alleged victim is taken to have experienced family violence, and the alleged perpetrator is taken to have committed family violence, if:

- (a) an application for a visa includes a non-judicially determined claim of family violence; and
- (b) the Minister is required by subparagraph (10)(c)(ii) to take as correct an opinion of an independent expert that the alleged victim has experienced relevant family violence.

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Alleged victim/s details

B1	Full name (FAMILY NAME, Given names)	
B2	Additional alleged victims (FAMILY NAME, Given names) or N/A	
B3	s. 47G(1)(a) reference	

Interview details

B4	Interview conducted If no, give reasons.	Yes / No
B5	Type of interview	Face to face Videoconference / Online Telephone Other (give details)
B6	Phone / video interview issues (if any) For example, quality of phone/video reception, interruptions, concerns regarding suspected recording of interview by the alleged victim or third parties, or suspected other people in the room out of sight.	
B7	Date of interview	
B8	Location of interview	
B9	Duration of interview	
B10	Photo identification provided at interview If yes, type of identification sighted.	Yes / No
B11	Interpreter used If yes, provide details.	Yes / No Name (or initials): Language: NAATI level (or N/A): NAATI registration number (or N/A):
	Were any issues with the interpreter/interpretation documented during the interview? If yes, provide details (e.g. decision made to conduct interview in English at interview commencement, objection to the use of an	Yes / No

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	interpreter, a new interpreter had to be obtained).	
B12	Other parties present at interview If yes, provide details.	Yes / No Name: Relationship to alleged victim:

Date(s) of claimed relationship between the alleged victim (applicant) and the alleged perpetrator (sponsor) [Partner subclasses only – for other subclasses leave blank]

B13	Date (or date range) when the alleged victim claims their relationship with the alleged perpetrator commenced.	
B14	Date (or date range) when the alleged victim claims their relationship with the alleged perpetrator ended.	

B15: Are dates/date range the same as the dates/date range provided by the alleged victim to the Department of Home Affairs (refer to the Part A referral A21.1 and A21.2)?

Yes / No

If no, seek clarification and provide response below.

[Click or tap here to enter text.](#)

Summary of claimed family violence

B16: Provide a summary of claims of relevant family violence as described by the alleged victim.

Overall account of claimed family violence as stated by the alleged victim

[Click or tap here to enter text.](#)

Claim 1

Summary of abuse as described by alleged victim. If possible to define, indicate the type of abuse (for example, physical, sexual, emotional/psychological, verbal, financial, social, etc.)	
When did this abuse occur (dates or approximate timeframe)?	
Who was the abuse perpetrated by?	Spouse or de facto partner (or prospective spouse, for former subclass 300 holders only) Other third party (please provide details)
In your opinion, what was the nature of the conduct? Delete any that are not applicable.	Actual Threatened Both actual and threatened

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	Neither actual nor threatened
In your opinion, to whom was the conduct directed? Delete any that are not applicable.	The alleged victim A member of the family unit of the alleged victim A member of the family unit of the alleged perpetrator The property of the alleged victim The property of a member of the family unit of the alleged victim The property of a member of the family unit of the alleged perpetrator
In your opinion, did the conduct cause the alleged victim to reasonably fear for, or to be reasonably apprehensive about, their own wellbeing or safety?	Yes / No
Please outline your reasons for this opinion.	

Note: If more than one claim is described by the alleged victim, please copy the table and complete the above questions and responses for each claim.

Procedural fairness / adverse information

This section of the form requires you, as the IE, to document matters relevant to the obligation to provide an alleged victim with procedural fairness. In this part of the form, you are required to document all matters that arose in preparation of the opinion, including at the interview, relevant to the procedural fairness obligation.

Please record matters including how the alleged victim was invited to address the IE on all relevant issues, and the manner in which the IE informed the alleged victim of the nature and content of adverse material. Special care is required with respect to potentially adverse information provided to the IE in circumstances of confidence.

B17: Did you present any adverse information to the alleged victim and ask them to comment on that information?

Yes / No

If yes, complete the table below.

Date you received the adverse information	
Summary of the adverse information <i>Indicate which information was provided to the alleged victim for comment or response (can be provided as an attachment if required).</i>	
Details of how the alleged victim was informed of the nature and content of adverse information and invited to comment or respond to the adverse information	
Alleged victim's response to the adverse information	

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Analysis of the alleged victim's response	
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Alleged victim's access to and utilisation of support services

B18: Did the alleged victim seek professional help or support? For example, family violence counselling (refuge, social worker other than in the course of this assessment) or police intervention?

Yes / No

If yes, provide details of the support below.

Click or tap here to enter text.

B19: Did you sight evidence of the support that was sought? For example, appointment slips, correspondence or intervention orders.

Yes / No

If yes, provide details of the evidence below.

Click or tap here to enter text.

Additional information

B19: Provide any additional information relevant to the family violence claim below.

Click or tap here to enter text.

Independent expert's opinion

Important: The opinion as to whether the alleged victim has experienced 'relevant family violence' must be made:

- according to the definition of relevant family violence in Regulation 1.21 of the *Migration Regulations 1994* provided above; and
- by an Independent Expert, also defined in Regulation 1.21.

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Independent Expert's Opinion

In my capacity as an independent expert, I have assessed the claims of relevant family violence described by the alleged victim and recorded above. In my opinion, relevant family violence that causes the alleged victim to reasonably fear for, or to be reasonably apprehensive about, their own wellbeing or safety (tick relevant box):

- ☐ has occurred
☐ has not occurred

Note to IE: The following section must be completed for all decisions.

I am satisfied that the alleged perpetrator was (tick relevant box) (if family violence has not occurred, tick N/A):

- ☐ the spouse or de facto partner or prospective spouse
☐ other third party (give details) [Click or tap here to enter text.](#)
☐ N/A

I am satisfied that the alleged perpetrator's conduct was (tick relevant box):

- ☐ actual
☐ threatened
☐ both actual and threatened
☐ neither actual nor threatened (go to 'Reasons for my decision')

and was towards (tick relevant box(es)):

- ☐ the alleged victim
☐ a member of the family unit of the alleged victim
☐ a member of the family unit of the alleged perpetrator
☐ the property of the alleged victim
☐ the property of a member of the family unit of the alleged victim
☐ the property of a member of the family unit of the alleged perpetrator

Note to IE: The following section must be completed for all decisions.

Reasons for my decision

Explain why you were satisfied or not satisfied that the conduct of the alleged perpetrator caused the alleged victim to reasonably fear for, or to be reasonably apprehensive about, their own wellbeing or safety.

[Click or tap here to enter text.](#)

This opinion is based upon the evidence available at the time of assessment. If relevant new evidence is submitted before the application is finally determined, this opinion can be reconsidered (use Part C of this form).

I understand that this opinion will be made available to the alleged victim (applicant), and may form the reason, or part of the reason, for granting or refusing the visa application.

Signature:

Name:

Qualifications:

Address:

Phone:

Date:

Electronic return process

Send a completed electronic copy of this form to: s. 22(1)(a)(ii)@homeaffairs.gov.au.

Copy (Cc) the Family Violence Program Management mailbox:

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



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Family Violence Referral Form

PART C: Additional Information Submitted Following Referral

Referral details

C1	Alleged victim's full name (FAMILY NAME, Given names)	
C2	Authorised recipient or authorised person name and contact details (noting this may have changed since Part A referral)	
C3	Department of Home Affairs file number	
C4	Reason for Part C Referral Summary of additional information received in respect of the family violence claim	
C5	List of attachments (include attachment file name)	

Department of Home Affairs referring officer's details

Name	
Office	
Email address	
Phone	
Postal address	
Date	

Department of Home Affairs authorising officer's details (EL1 or above)

Name	
------	--

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Position	
Office	
Phone	
I confirm the referral is required and meets appropriate guidelines.	Yes / No
Date	

Electronic referral process

Scan all documents for the referral (e.g. statutory declarations, supporting evidence), remove draft watermark, save as PDF files and email together with this form to: S. 47G(1)(a) . The subject line should be: **Part C IE referral - SURNAME, First/Other Names, (DOB) - CLFXXX - CID XXX**

Copy (Cc) the referral to the Department of Home Affairs, Family Violence Support Section Program Management mailbox: S. 22(1)(a)(ii) @homeaffairs.gov.au.

Independent Expert to complete

Please indicate below whether your opinion, given in Part B of this form, has changed as a result of this additional information.

C6: I have read the additional information referred to above and my opinion has/has not changed as a result. My reasons for this are summarised below (include action taken, including whether a further interview was conducted).

Click or tap here to enter text.

C7: My opinion with regard to all of the information available to me is that the alleged victim has/has not experienced relevant family violence (as defined in Regulation 1.21 of the *Migration Regulations 1994*).

Click or tap here to enter text.

Signature:
Name:
Qualifications:
Address:
Phone:
Date:
Attachments:

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Electronic return process

Send a completed electronic copy of this form to s. 22(1)(a)(ii)@homeaffairs.gov.au.

Copy (Cc) the Family Violence Program Management mailbox:

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



s. 47F(1)

Director

s. 47G(1)(a)

s. 47G(1)(a)

s. 47G(1)(a)

By Email: s. 47G(1)(a) (cc: s. 47G(1)(a))

27 June 2024

NOTICE TO EXERCISE OPTION TO EXTEND

Contract for the Assessment of Non-Judicial Claims of Family Violence between the Department of Home Affairs and s. 47G(1)(a)

Dear s. 47F(1)

We refer to the contract between the Commonwealth, represented by the Department of Home Affairs (the **Department**) and s. 47G(1)(a) for the Commonwealth Contract – Services (Reference ID: HOMEAFFAIRS/2088/RFT) for the assessment of non-judicial claims of family violence (**the Contract**).

The Contract commenced on 1 July 2022 and is currently due to expire on **30 June 2024**.

In accordance with Clause 'C.A.1 Key Events and Dates', 'Contract Extension Option' of the Contract, the Department may in its absolute discretion, extend the Contract for "one option for a further period of up to two (2) years" (**Extended Term**).

Accordingly, the Department notifies s. 47G(1)(a) that it has exercised the Contract Extension Option for one further period of two years. Accordingly, the amended end date of the Contract is 30 June 2026.

The Department also confirms that there are no remaining extension options available under the Contract.

The Department would like to take this opportunity to thank s. 47G(1)(a) for its services provided under the Contract to date, and we look forward to continuing work with you.

Please acknowledge receipt of this letter by close of business on 28 June 2024.

If you would like to discuss the matter, please contact s. 22(1)(a)(ii) at s. 22(1)(a)(ii) [@homeaffairs.gov.au](mailto:s.22(1)(a)(ii)@homeaffairs.gov.au).

Yours sincerely,

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

Contract Manager

Director, Domestic and Family Violence Support Section

Family Visas Branch

Department of Home Affairs