

1. DEFINITIONS

In this Contract, unless the contrary intention appears, the definitions set out in the table below will apply.

Additional definitions are included within other parts of the Contract (such as its Schedules), and unless the contrary intention appears those definitions apply to the particular part of the Contract where the term is defined as well as other elements of the Contract as applicable.

Term	Definition
Accepted Industry Practice or Accepted Industry Standard	means the protocols and procedures considered best practice in the relevant industry.
Active Fee or ASF	has the meaning given in Schedule 4 (Price Schedule), if applicable.
Active Zero Fee or AZF	has the meaning given in Schedule 4 (Price Schedule), if applicable.
Additional Fees	means amounts payable to the relevant Service Provider for the provision of Additional Services in accordance with clause 8 of the Contract.
Additional Services	means any additional Services the Contract Administrator has requested the Service Provider to provide by issuing a written notice in accordance with clause 8 of the Contract.
Additional Service Request or ASR	means an Additional Service Request issued by the Department in accordance with the Contract.
Advanced Life Support	means a set of life-saving protocols and skills that extend Basic Life Support to further support the circulation and provide an open airway and adequate ventilation (breathing). For the purposes of the Contract, this is used for patients with life-threatening illnesses or injuries, until they can be given full medical care either at a hospital or through the provision of care by ambulance staff (whichever is the earlier).

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

Allied Healthcare Services	includes pharmacy services, but excludes all dental services and optometry.
Alternative Place of Detention or APOD	means a place of 'Immigration Detention' (as defined in the Migration Act) approved in writing by the Minister (or his or her delegate) under subparagraph 5(1)(b)(v) of the definition of 'immigration detention' in subsection 5(1) of the Migration Act. APODs are used to meet the specific needs of Detainees that cannot be adequately catered for in an Immigration Detention Centre (IDC). APODs include places in the community, which can be designated as places of Immigration Detention (leased private housing, hotels, motels, and hospitals including mental health facilities and aged care facilities). Places specified in a RD under section 197AB of the Migration Act are not APODs.
Annual Indexation Adjustment or ANL	has the meaning given in Schedule 4 (Price Schedule), if applicable.
APS Code of Conduct	means the rules set out in section 13 of the Public Service Act. The APS Code of Conduct is available at:

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Term	Definition
	https://www.apsc.gov.au/working-aps/integrity/integrity-resources/code-of-conduct .
APS Values	means the values set out in section 10 of the <i>Public Service Act 1999</i> (Cth).
Archives Act	means the <i>Archives Act 1983</i> (Cth).
ATO	means Australian Taxation Office.
Auditor-General	has the meaning given in the <i>Auditor-General Act 1997</i> (Cth).
Australian Border Force Act	means the <i>Australian Border Force Act 2015</i> (Cth).
Australian Border Force or ABF	means the Australian Border Force, which is an operationally independent body within the Home Affairs portfolio.
Australian College of Rural and Remote Medicine or ACRRM	means one of the two Australian Medical Council accredited general practice colleges in Australia.
Australian Commission on Safety and Quality in Health Care or ACSQHC	means the corporate Commonwealth entity that works in partnership with patients, health service consumers, clinicians, managers, policy makers and healthcare organisations to achieve a sustainable, safe and high-quality health system. The ACSQHC's role, functions and responsibilities are governed by the <i>National Health Reform Act 2011</i> (Cth).
Australian Government Security Vetting Agency or AGSVA	means the central vetting agency for the Australian Government which is responsible for conducting security clearance assessments for federal, state and territory agencies, or such other agency with security vetting and clearance related functions as relevant.
Australian Health Practitioner Regulation Agency or AHPRA	means the national, statutory Australian authority that operates through intergovernmental collaboration in Australia.
Australian Human Rights Commission or AHRC	means the independent statutory authority which investigates complaints about discrimination and human rights breaches. The AHRC's role, functions and responsibilities are governed by the <i>Australian Human Rights Commission Act 1986</i> (Cth).
Australian Immunisation Register or AIR	means the national register that records vaccines given to all people in Australia.
Australian Privacy Principles (APPs)	has the meaning given in the Privacy Act.
Australian Prudential Regulation Authority or APRA	means the independent national statutory Australian authority that supervises institutions across banking, insurance and superannuation, and is accountable to the Australian Parliament. APRA's role, functions and responsibilities are governed by the <i>Australian Prudential Regulation Authority Act 1998</i> (Cth).
Australian Red Cross	A humanitarian aid and community services charity in Australia.
Authorisation	includes: (a) an authorisation by the Minister under the Migration Act; or (b) any approval, authorisation, consent, exemption, filing, licence, notarisation, registration or waiver however described and any renewal of or variation to any of them; as the context permits.
Authorised Officer	has the same meaning as in the Migration Act.
Base Period	has the meaning given in Schedule 7 (Performance Management Framework).

Term	Definition
Base Service Fee	the fixed fee payable by the Department in accordance with Schedule 4 Part B Base Service Fee (BSF).
Basic Life Support	means the preservation of life by the initial establishment of, and/or maintenance of, airway, breathing, circulation and related emergency care, including use of an Automatic External Defibrillator (AED).
Basic Services	refers to the Services described for each Facility set out in Annexure A: Service Delivery Levels of Schedule 3 (Statement of Work). These Services are those that are provided before the full scope of Services can be established.
Business Day (in a place)	means any day that is not a Saturday, Sunday or gazetted public holiday in the Australian Capital Territory or, where relevant, the capital city of the State or Territory where a Service or obligation is to be performed.
Business Hours	means hours between 0830 hours to 1700 hours local time where a Service or obligation is to be performed.
Business Services	means the Services set out in Part 4 (Business Services) of Schedule 3 (Statement of Work).
Calendar Day	means any day, including a Saturday, Sunday or a Public Holiday.
Care Plan	means either: a. a multi-disciplinary plan of health care developed for a Detainee; or b. a standard, or template, multi-disciplinary plan of health care for a disease or health condition that a Detainee has, which will be documented in the Health Care Record of the relevant individual. A care plan is a comprehensive document describing the agreed goals of the relevant health care, and outlining the relevant planned medical, nursing and allied health activities for a Detainee.
Certificate of Attainment	means a certificate issued by the Department to the Service Provider upon satisfactory completion of a Milestone.
Change of Control	means: a. a body corporate or entity that Controls the Service Provider or a Guarantor ceases to Control the Service Provider or the Guarantor (as applicable); or b. a body corporate or entity that does not Control the Service Provider or a Guarantor comes to Control the Service Provider or the Guarantor (as applicable).
Chief Health Advisor	means the person and role as defined in clause 14.7.1 of the SOW.
Chief Medical Officer or CMO	is a medical officer of the Commonwealth and the Department's principal medical advisor and professional head of all healthcare staff in the Department.
Child	means an individual under the age of 18 years. 'Children' has a corresponding meaning.
Chronic Disease	means illness that is prolonged in duration, does not often resolve spontaneously, and is rarely cured completely, including but not limited to, diabetes, hypertension and asthma. For the purposes of this Contract, the definition is limited to diabetes,

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	hypertension and asthma, or any other chronic disease as agreed between the Department and the Service Provider from time to time.
Claim	means a claim, demand, suit or proceeding of any kind, including by way of court proceedings, proceedings in the nature of arbitration, mediation or other methods of dispute resolution and administrative claims and proceedings (whether or not before a tribunal).
Clinic Times	means the hours of operation of each Facility's clinic as determined in accordance with clause 4.4 (Operating Hours) of Schedule 3 (Statement of Work).
Clinical Governance	is a systematic approach to maintaining and improving the quality of patient care, recognising high standards of care, transparent responsibility and accountability for those standards, and a constant dynamic of improvement.
Clinical Governance Framework	means the Clinical Governance Framework which the Service Provider must develop and in accordance with Schedule 3 (Statement of Work).
Clinical Governance Team	means those Service Provider Personnel appointed by the Service Provider to undertake Clinical Governance activities in relation to this Contract.
Clinical Specialist	means a medical practitioner who holds unconditional, unrestricted registration with AHPRA and holds a speciality qualification that: <ol style="list-style-type: none"> a. is awarded by the relevant specialist professional organisation of health regulated practitioners in Australia as mentioned in Schedule 1 of the Health Insurance Regulations; and b. is so recognised by AHPRA.
Code of Conduct	in the context of: <ol style="list-style-type: none"> a. clause 26.13 (Compliance with the Commonwealth Supplier Code of Conduct) of the Contract, means the 'Commonwealth Service Provider Code of Conduct' as published on 1 July 2024 and as updated from time to time; b. the APS Code of Conduct, has the meaning given in the Public Service Act, and in all other contexts, means the minimum code of conduct requirements which the Service Provider and all Service Provider Personnel are required to comply with when discharging their responsibilities under the Contract. The Code of Conduct is included at Annexure D of Schedule 3 (Statement of Work).
Commencement Date	means the date specified as such in Item 2.1 of Schedule 1 (Contract Details).
Commonwealth	means the Commonwealth of Australia.
Commonwealth Agency or Commonwealth Entity	has the meaning given in the PGPA Act.
Commonwealth Contract or Commonwealth Document	has the same meaning given in the <i>Freedom of Information Act 1982</i> (Cth).
Commonwealth Child Safe Framework (CCSF)	means the overarching policy framework that provides guidance and assistance to IBP workers, contractors, consultants, service providers and stakeholders to support families and children in the Department programs.
Commonwealth Fraud Control Guidelines	means the framework outlining the Australian Government's requirements for fraud control. It requires that government entities put in place a comprehensive fraud control program that covers

Term	Definition
	prevention, detection, investigation and reporting strategies. It is accessible at: https://www.counterfraud.gov.au/library/commonwealth-fraud-control-framework .
Commonwealth Policy	has the meaning given by clause 2.1.1.b.iii of the Contract.
Commonwealth Records	means records created by either Party or delivered to it by a third party for the purposes of the Contract and will include Records relating to matters between either of the Parties, and Subcontractors to the Service Provider, the agencies of the Department mentioned in the Contract, or any of them, but not including those Records which are specifically created and maintained by the Service Provider or its Subcontractors solely for its own or the Subcontractor's own use.
Commonwealth Security Clearance	means a security clearance determined by the Australian Government Security Vetting Agency (AGSVA) or other relevant exempt vetting agency that will allow the holder access to security classified resources.
Commonwealth Supplier Code of Conduct or Code	for the purpose of clause 26.13 of the Contract, has the meaning given by clause 26.13.1 of the Contract.
Complaints Management System	means the Complaints Management System required in accordance with Schedule 3 (Statement of Work).
Complex Case Review Meeting	refers to the meeting which the FDSP will establish, and will lead a Complex Case Review Meeting to discuss specific Detainees that may require additional support to be appropriately managed within the Facility, as specified at clause 31.6.11 of Schedule 3 (Statement of Work).
Confidential Information	<p>means, in relation to Confidential Information of the Service Provider:</p> <ul style="list-style-type: none"> a. any information specified as such in Item 10(a) of Schedule 1; and b. any other information: <ul style="list-style-type: none"> i. that is commercially sensitive (not generally known or ascertainable); and ii. the disclosure of which would cause unreasonable detriment to the owner of the information or another party; and iii. that was provided with an express or implied understanding that it would remain confidential, <p>but does not include information that:</p> <ul style="list-style-type: none"> c. is or becomes public knowledge other than by breach of the Contract; d. is in the possession of a party without restriction in relation to disclosure before the date of receipt; or e. has been independently developed or acquired by the receiving party. <p>means, in relation to the Department, Official Information.</p>
Confidentiality Deed Poll	means the Confidentiality Deed Poll at Schedule 8 (Confidentiality Deed Poll for Natural Persons) or the Confidentiality Deed Poll in Schedule 9 (Confidentiality Deed Poll for Corporate and Other Entities) of this Contract.
Conflict	means any matter, circumstance, interest, or activity affecting the Service Provider, its Personnel or Subcontractors which may or may appear to impair the ability of the Service Provider to provide the Services to the Department diligently or independently.

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Conformity Requirements	refers to the sources of authority on which the Service Provider must rely on to provide the Services, as provided at clause 3.2.5 of Schedule 3 (Statement of Work).
Consumer Price Index	means the index taken to three decimal places entitled 'Consumer Price Index (All Groups) Catalogue 6401.0' as published from time to time by the Australian Bureau of Statistics.
Contingency Facility	means a Facility that has been deactivated and contains no Detainees, but in relation to which the Service Provider may be required to "ramp-up" in accordance with Schedule 3 (Statement of Work).
Contingency Fee or CF	has the meaning given in Schedule 4 (Price Schedule), if applicable.
Continuity of Healthcare	means the uninterrupted nature of all Healthcare that a Detainee receives, regardless of the source of that Healthcare. Regulated health practitioners each have a duty to ensure the Continuity of Healthcare for each recipient of the Healthcare that they provide. Continuity of Healthcare inherently requires all clinical information that is relevant to a Detainee to transfer between each of that Detainee's Healthcare providers in way(s) that protects the Detainee's health outcome and foreseeable health risks in a safe, effective, consistent and timely way, with the Detainee's prior consent. Mechanisms to ensure Continuity of Healthcare may include but are not limited to verbal communication such as a clinical handover meeting, and/or written communication such as a health discharge summary.
Continuous Failure	has the meaning given to it in Schedule 7 (Performance Management Framework) of this Contract.
Contract	means this Contract for the Provision of Health and Wellbeing Services entered into between the Department and the Service Provider. The Contract includes all Schedules (including the Statement of Work), any Additional Services Request issued by the Department in accordance with the Contract, and any attachment, annex or other document expressly incorporated as part of the Contract including a Schedule to it.
Contract Administrator	means the person specified as such in Item 3.1 of Schedule 1 (Contract Details), or any other person nominated by the Contract Administrator (or Contract Authority) from time to time to fulfil the role of Contract Administrator.
Contract Authority	means the person specified as such in Item 3.2 of Schedule 1 (Contract Details), or any other person nominated by the Contract Authority from time to time to fulfil the role of Contract Authority.
Contract Change Proposal	means a written proposal to effect a variation of the Contract in accordance with clause 2.7.2 of the Contract.
Contract Details	means Schedule 1 (Contract Details) to the Contract.
Contract Material	means any Material or information created or supplied to the Department by the Service Provider as a consequence of the Contract, or which is copied or derived from that Material or information, but not including Software or Pre-existing Material.
Contract Term	means the period referred to in the Contract and includes extension of that period under the Contract.
Control	means, in relation to the Service Provider or a Guarantor in the context of a Change of Control, any of the following: a. the ability to exercise or control the exercise of the right to vote in respect of more than 50% of the voting shares or other form of

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	voting equity in the Service Provider or the Guarantor (as applicable); b. the ability to dispose or exercise control over the disposal of more than 50% of the shares or other form of equity in the Service Provider or the Guarantor (as applicable); d. the ability to appoint or remove a majority of the directors of the Service Provider or the Guarantor (as applicable); e. the ability to exercise or control the exercise of the casting of a majority of votes at the meeting of the board of directors of the Service Provider or the Guarantor (as applicable); and f. any other means, direct or indirect, of dominating the decision making and financial and operating policies of the Service Provider or the Guarantor (as applicable).
Correctly Rendered Invoice	means, in the context of the PT PCP, an invoice which is: a. rendered in accordance with all of the requirements of the written contract (note that written contracts will often specify that the invoice must be a tax invoice and/or that certain information must be included in the invoice and/or the format of the invoice); and b. for amounts that are correctly calculated and due for payment and payable under the terms of the written contract;
Corporations Act	means the <i>Corporations Act 2001</i> (Cth).
Cost Impact Standards Change	means a change to a Required Standard which satisfies each of the following: a. fundamentally changes the nature of the Services, or the number of personnel required to perform the Services; b. was unforeseeable (assessed objectively) at the Commencement Date; and c. the net increased costs to the Service Provider in complying with the relevant change to the Required Standard(s) after applying all reasonable mitigations has not already been addressed through an increase to the Service Fees payable, or component of them, such as through indexation of a particular rate.
Criminal Code	means the Schedule to the <i>Criminal Code Act 1995</i> (Cth), in addition to State and Territory Criminal Codes.
Critical Incident	an Incident of the type more particularly described in the Incident Management Protocols.
Cyber Attack	any action taken through the use of computer networks or any unauthorised access to or use of a computer system that is intended to have, is likely to have or does have an adverse effect on the security or reliability of data on the system or the accessibility of the system, and includes denial of service attacks.
Day	means 24 hours.
Default	a failure to deliver the Services in accordance with, or other failure to comply with a requirement of, the Contract.
Default Notice	a notice issued by the Contract Administrator under clause 18.1 of the Contract.
Default Rectification Period	the period during which a Default must be rectified, as specified in the Contract or the Default Notice, as the case may be.
Default Rectification Plan	a plan proposed by the Service Provider to remedy a Default, which: (a) is proposed during the Default Rectification Period or in response to a Default Notice; and

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	(b) sets out how the Service Provider will cure the Default within the Default Rectification Period, including details: <ul style="list-style-type: none"> (i) if relevant, why an extension of the Default Rectification Period is required; (ii) the time required to cure the Default; (iv) the temporary measures to be undertaken or already undertaken (if any); (iii) a work plan setting out each task to be undertaken and the time for each task to be completed; and (v) the mechanics for integrating the cure with the continuing provision of Services.
Demand Predictor	has the meaning given in Schedule 4 (Price Schedule), if applicable.
Department	means the Commonwealth of Australia as represented by the Department of Home Affairs, which may include the Australian Border Force, or the Commonwealth agency which holds the equivalent functions at the time.
Department Asset/s	includes any item of tangible property utilised in the delivery of Services under this Contract.
Department Confidential Information	means Official Information.
Facility Manager	the Manager appointed, on duty or working at any Facility.
Department Material	includes any Material or information provided by the Department to the Service Provider for the purposes of the Contract or which is copied or derived from that Material or information.
Department Medical Asset(s)	means Medical Equipment and Instruments with initial purchase price greater than \$5,000 which are included (or required to be included) on the Department Medical Asset Register.
Department Medical Asset Register	means the register of Department Medical Assets required to be maintained by the Health Service Provider.
Department Personnel	means the officers, employees, agents, advisers and contractors of the Department including the FDSP and the FDSP personnel (other than the Service Provider and Service Provider Personnel).
Department Policy	means any Department policy listed as a 'Department Policy' or a 'Detention Health Policy' in in Schedule 12 (Legislation and Commonwealth Policies) of the Contract of the Contract, or any new or updated version of such policy which the Service Provider is required to comply with as a result of the processes set out in clauses 2.9 and 2.10 of the Contract.
Department Representative	means any person acting for or on behalf of the Department, and includes Department Personnel.
Detainee	has the same meaning as in the Migration Act.
Detainee Consultative Forum	means a forum for the Department, Service Provider and Detainees to discuss service delivery issues.
Detainee Records	all records relevant to the experience of a Detainee, and includes case files, and Healthcare Records (as the case may be).
Detainee Risk Assessment	a risk assessment undertaken by the FDSP for each Detainee and regularly updated throughout their Detention, detailing the individual risks associated with that Detainee against any relevant indicators.
Detention	has the same meaning as in the Migration Act.
Detention Health Policy	means:

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	(a) a Department Policy listed as a 'Detention Health Policy' in Schedule 12 (Legislation and Commonwealth Policies) of the Contract; and (b) a policy of the Department which relates specifically to health care of Detainees which the Service Provider is (or will be) required to comply with as a result of the processes set out in clauses 2.8 and 2.9 of the Contract.
Detention Health Services Provider (DHSP)	means the Service Provider listed in the 'Parties' section of the Contract that signed the Contract.
DHSP Manager or DHSP's Facility Manager	means the Personnel appointed by the Detention Health Service Provider to be the Manager of Detention Health Services at any Department Facility.
Directed Person	means a person that maintains immigration detention when a detainee is outside an immigration detention facility (IDF) by accompanying and maintaining close proximity to a detainee when away from, or moving between, a place of immigration detention or holds a detainee, on behalf of an officer, in a place of immigration detention in accordance with paragraph (b)(v) of the definition of immigration detention in the Migration Act.
Discharge	the Release of a Detainee from a Detention Facility, Temporary Place of Detention or community detention (Residence Determination) in connection with an immigration outcome, including the grant of a visa, and the Removal or Transfer of that Detainee from Australia.
Discharge Process	the process of managing the Release of a Detainee, including preparing the Detainee for Release and ensuring that the Department's release documentation is appropriately authorised.
Dispute	any dispute or difference between the Department and the Service Provider arising out of or in connection with the Contract or the Services, including any dispute arising out of proceedings brought by: (a) a third party against the Service Provider or the Department; or (b) the Service Provider or the Department against a third party.
Electronic Medical Records System (eMRS)	refers to the system for recording and collecting Detainee Healthcare records, of the kind described at clause 15.6 of Schedule 3 (Statement of Work).
Eligible Data Breach	has the same meaning given in the Privacy Act.
Eligible Personnel	means a specific Service Provider Personnel who has been granted a licence by the Department to occupy relevant Department residential accommodation.
Emergency and Security Exercise Report	means the report detailing the drills and testing associated with emergency systems and processes (including evacuation procedures) that have occurred over a monthly period.
Emergency Planning Committee	means the committee established as such in accordance with clause 31.6.10 of Schedule 3 (Statement of Work).
Employment Suitability Clearance (ESC)	means the character and integrity suitability screening process undertaken by the Department.
Environmental Management Plan	refers to the plan developed by the Service Provider for the sustainable, safe and hygienic operation of each Facility as required by Schedule 3 (Statement of Work).
End Date	means the last day of the Term of the Contract, which unless the Contract is terminated earlier will be either: (a) the last day of the Initial Term; or

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	(b) if one of more Extension Options have been exercised by the Department, the last day of the last applicable Extension Option period.
Estate, or The Estate, or Detention Estate	has the meaning given at clause 2.6 of Schedule 3 (Statement of Work).
Executive Direction	means a direction given by the Contract Administrator to the Service Provider in accordance clause 3.7 of the Contract.
Extension Option	has the meaning given in clause 1.2.2 of the Contract.
External Healthcare Provider	means any Healthcare provider that is not employed by the Service Provider. 'External Provider' has a corresponding meaning.
Facilities and Detainee Service Provider (FDSP)	means the service provider (or service providers) the Department has engaged to the facilities and detainee services.
Facility Superintendent	means one or more of the persons specified as such in Item 3.3 of Schedule 1 (Contract Details), or as otherwise appointed as such by the Department from time to time.
Fault	means negligence or another act or omission giving rise to a liability.
FDSP Security Personnel or Security Personnel	means the Service Provider Personnel who are responsible for the delivery of Services relating to the provision of Security Services.
Financial Institution	means a financial institution approved by the Department.
Financial Management	refers to the processes, procedures, governance and resourcing required to manage any expenditure associated with delivery of Services under the Contract.
Financial Undertaking	the financial undertaking in Schedule 10 of the Contract.
Financial Year	means a period of one year commencing on 1 July and ending on 30 June.
Fitness to Travel Assessment (FTTA)	means a clinical assessment of health risks by the Health Service Provider to determine whether or not a Detainee can travel.
Food and/or fluid refusal or FFR	means a circumstance where a Detainee has confirmed that they are undertaking voluntary starvation with respect to food and/or fluids.
Force Majeure Event	<p>means and an event or circumstance which satisfies each of the following:</p> <ul style="list-style-type: none"> (a) it delays or prevents the Service Provider in the performance of its obligations under the Contract; (b) it is beyond the reasonable control of the Service Provider and its Service Provider Personnel including Subcontractors; and (c) it could not have been reasonably contemplated and allowed for by the Service Provider, or its Service Provider Personnel including Subcontractors, before entering the Contract. <p>A 'Force Majeure Event' may include but is not limited to an event or circumstance arising from:</p> <ul style="list-style-type: none"> (i) a pandemic, global shortage of medical supplies, act of war (whether declared or not), military conflict, invasion, act of terrorism, act of foreign enemies, hostilities (whether or not war has been declared), civil war, civil commotion or riots (except where caused within a Facility), rebellion, revolution, insurrection, military or usurped power or martial law or confiscation by order of any foreign government, accidental fire, disaster, flood, catastrophic weather conditions, earthquake, acts of God, rain in areas with reactive clay soils preventing passage, embargoes, or

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	loss or limitation of essential services such as electricity, water supply; or (ii) strikes or other industrial action not specific to or attributable to any action of the Service Provider.
Forum of Australian Services for Survivors of Torture and Trauma or FASSTT	means the network of Australia's eight specialist rehabilitation agencies that work with survivors of torture and trauma who have come to Australia from overseas.
Full Time Equivalent or FTE	means the total hours worked by employees divided by the average hours worked in full time jobs.
Fraud	means dishonestly obtaining a benefit from the Commonwealth or causing a loss to the Commonwealth by deception or other means.
General Interest Charge	means the general interest charge rate determined under section 8AAD of the <i>Taxation Administration Act 1953</i> (Cth) on the day that payment is due, expressed as a decimal rate per day.
General Practitioner	means a person who holds unconditional, unrestricted Specialist registration with AHPRA as a Specialist General Practitioner, and who holds current Fellowship status with the Royal Australian College of General Practitioners (RACGP) and/or Australian College of Rural and Remote Medicine (ACRRM).
Global Feedback Unit	means the Department's nominated complaints system.
Good Order	refers to the situation where the behaviour of the Detainees and the security of Immigration Detention Facilities are conducive to the safety and welfare of Detainees, visitors, departmental officers and contracted service providers.
Government Agency	means a State or Commonwealth government or government department or agency, or a state or federal governmental, semi-governmental person (whether autonomous or not) charged with the administration of any applicable law or governmental executive function.
Government Purposes	means any purpose for which the Commonwealth of Australia may make laws or take executive action but does not include commercial exploitation.
Grievance Mechanism	in the context of the obligations concerning modern slavery, has the meaning given in clause 25.5.1 of the Contract.
Guarantor	has the meaning given in Item 14 of Schedule 1.
Guiding Principles on Business and Human Rights	in the context of the obligations concerning modern slavery, has the meaning given in clause 25.5.1 of the Contract.
GST	has the meaning given in the GST Act.
GST Act	means the <i>A New Tax System (Goods and Services Tax) Act 1999</i> (Cth).
Handover	in relation to each Facility, the date specified in the Transition In Plan in Schedule 5 to the Contract, upon which the Service Provider is to complete the Transition In activities, as set out in the Transition In Plan.
Harmful Code	includes any virus, denial of service, disabling or malicious device or code, 'worm', 'trojan', 'time bomb', or other harmful or destructive code, but does not include any 'software lock' or other technical mechanism that is included to manage the proper use of any Software.

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Health Advice Service or HAS	refers to the twenty four (24) hour, seven (7) day a week telephone and / or video-linked service for the provision of immediate health advice by the Service Provider.
Health and Wellbeing Services	means the Services described as such in Schedule 3 (Statement of Work).
Health Care Information Management System	the place (either computerised or paper) where a Health Care Record is stored.
Health Care or Healthcare	means any health procedure, treatment, assessment, investigation or other clinical health service available or provided to a Detainee under the Contract.
Healthcare Provider Arrangements	as described in clause 14.9 (Subcontractors and third-party providers of Healthcare and Wellbeing to Detainees) of the Schedule 3 (Statement of Work).
Health Care Record	means a health care record of a Detainee created and maintained by the Health Service Provider under this Contract.
Health Discharge Process	the process described in clause 7.8 (Health Discharge Process) of Schedule 3 (Statement of Work).
Health Discharge Summary (or HDS)	refers to the end product of the Health Discharge Process.
Health Induction Assessment or HIA	has the meaning at clause 7.2 (Health Induction Assessment – Purpose) of Schedule 3 (Statement of Work).
Health Information	means information regarding a Detainee's health, which may or may not be included in the Detainee's Health Care Record.
Health Insurance Regulations	means the <i>Health Insurance Regulations 2018</i> (Cth).
Health Practitioner / Health Care Practitioner	includes but is not limited to, registered nurses, mental health nurses, General Practitioners, psychologists, psychiatrists and other medical specialists, pharmacists, dentists, optometrists and other appropriate allied health professionals, who for the purpose of this Contract are registered with the relevant professional body.
Health Service Administrator	means the Health Service Administrator appointed by the Service Provider in accordance with clause 3.1.1(b) of the Contract , and any replacement Health Service Administrator appointed by the Service Provider from time to time.
Health Service Authority	means the Health Service Authority appointed by the Service Provider in accordance with clause 3.1.1(b) of the Contract and any replacement Health Service Authority appointed by the Service Provider from time to time.
Health Services Fee	in accordance Schedule 4 (Price Schedule), the Health Services Fee represents the fees payable by the Department in consideration for the Service Provider providing all required Services at each Facility, other than the Services for which a separate Service Fee is specified in accordance with Schedule 4 (Price Schedule).
Hot Contingency Fee or HCF	has the meaning given in Schedule 4 (Price Schedule), if applicable.
Human Factor	means the inherently imperfect and inconsistent behaviour (Human Error) of groups of human beings over time, even under optimal circumstances and in good faith. The realisation of Human Factors risks is a major contributor to adverse events in Healthcare.
Identified Personnel	has the meaning given in clause 4.2.6 of the Contract.
Illegal Worker	means a person who:

Term	Definition
	a. has unlawfully entered and remains in Australia; b. has lawfully entered Australia but remains in Australia after his or her visa has expired; or c. is working in breach of his or her visa conditions.
Immediately	means, in respect to an act which must be taken, taking prompt action without delay after becoming aware of the relevant matter or circumstance which requires the act.
Immigration Detention	has the same meaning as in the Migration Act.
Immigration Detention Centre or IDC	means a 'detention centre' as defined in section 273 of the Migration Act, which is a centre for the detention of persons whose detention is authorised under the Migration Act.
Immigration Detention Facility (or IDF, or Facility)	refers to both IDC and facility based APOD Detention Facilities as described at clauses 2.6 (Estate Overview) and 2.7 (Types of Immigration Detention Facilities) of Schedule 3 (Statement of Work).
Immigration Detention Network or IDN or Network	comprises all facility-based Immigration Detention Facilities (IDFs).
Immigration Transit Accommodation (ITA) facility	has a corresponding meaning with APOD.
Immigration Ombudsman	means the Commonwealth Ombudsman established under the <i>Ombudsman Act 1976</i> , in performing functions in relation to immigration (including immigration detention).
Implementation Report	in relation to the Australian Industry Participation requirements, has the meaning given in clause 26.1.1 of the Contract.
Implementation Report Requirements	in relation to the Australian Industry Participation requirements, has the meaning given in clause 26.1.1 of the Contract.
Incident	means an event, accidentally or deliberately caused, which requires a response beyond normal IDF business operations. This includes emergency, planned and unplanned operations and other events.
Incident Command Suite	means the Incident Command Suite established or to be established in Canberra in the event of a Critical Incident occurring which requires additional management to the Emergency Control Organisation at a Facility.
Incident Management	means the requirements set out in clause 15.3 of the Contract.
Incident Report	a report submitted by the Service Provider to the Department documenting the details of an Incident.
Incumbent Service Provider	as the context requires, means either or both of: <ul style="list-style-type: none"> • Serco Australia Pty Ltd, which is the incumbent contractor providing immigration and detention facilities and detainee services to the Department at around the time of the Commencement Date; and • IHMS Pty Ltd, which is the incumbent contractor providing immigration detention health services to the Department at around the time of the Commencement Date. The term Incumbent Service Provider may also refer to Incumbent Service Provider Personnel, as the context requires.
Independent Health Advisor/s (IHA)	means the advisor appointed by the Secretary to provide expert independent health advice to the Department.

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Term	Definition
Indigenous Enterprise	has the meaning given in clause 26.6.1 of the Contract.
Indigenous Procurement Policy	has the meaning given in clause 26.6.1 of the Contract.
Induction Process	means the process of providing information to Detainees regarding how a Facility operates (including the Services provided) and explaining relevant policies, procedures and roles within the Facility.
Information and Communication Technologies or ICT	means a set of technological tools and resources used to transmit, store, create, share or exchange information, with a sufficient diversity of modalities to prevent and mitigate foreseeable threats to security, including but not limited to health-related and/or Healthcare-specific security.
Information Commissioner	has the meaning given in the <i>Australian Information Commissioner Act 2010</i> (Cth).
Information Officer	means any of the information officers appointed under the <i>Australian Information Commissioner Act 2010</i> (Cth) when performing privacy functions as defined in that Act.
Information Security Manual or ISM	means the Australian Signals Directorate's Australian Government Information Security Manual.
Information Technology Management	refers to the processes, procedures, governance and resourcing required to manage any Information and Communication Technology requirements associated with delivery of Services.
Infringement	includes authorised acts which would, but for the operation of section 163 or 163A of the <i>Patents Act 1990</i> (Cth), section 96 or 96A of the <i>Designs Act 2003</i> (Cth), section 183 of the <i>Copyright Act 1968</i> (Cth), or section 25 of the <i>Circuits Layout Act 1989</i> (Cth), constitute an infringement.
Initial Term	the term referred to in clause 1.2.1 of the Contract and Item 2.3 of Schedule 1 (Contract Details).
Input Tax Credit	as defined in the <i>A New Tax System (Goods and Services) Act 1999</i> (Cth).
Insolvency Event	means, in respect to a person <ol style="list-style-type: none"> a. the person: <ol style="list-style-type: none"> (i) becoming insolvent; (ii) ceasing to carry on all or a material part of its business; or (iii) taking any step toward entering into a compromise or arrangement with, or assignment for the benefit of, any of its members or creditors; b. the appointment of a Controller (as defined in the Corporations Act, a liquidator or provisional liquidator, trustee for creditors or in bankruptcy or analogous person to the person or any of the person's property; c. the person becoming subject to external administration provided for in Chapter 5 of the Corporations Act 2001 (Cth); d. the person suffering execution against, or the holder of a Security Interest or any agent on its behalf taking possession of, any of the person's property (including seizing the person's property within the meaning of section 123 of the <i>Personal Property Securities Act 2009</i> (Cth)); e. the person being taken under section 459F(1) of the Corporations Act 2001 (Cth) to have failed to comply with a statutory demand;

Term	Definition
	f. an order or resolution for the winding up or deregistration of the person; g. a court or other authority enforcing any judgment or order against the person for the payment of money or the recovery of any property; or h. any analogous event under the law of any applicable jurisdiction
Instalment	means a payment instalment paid by the Department.
Integrated Primary Healthcare	includes, but is not limited to, the Services listed in clause 6.1 of Schedule 3 (Statement of Work).
Intellectual Property	includes all present and future rights which may subsist in Australia or elsewhere conferred by law in or in relation to copyright, trademarks, designs, patents, circuit layouts, plant varieties, business and domain names, inventions and other results of intellectual activity in the industrial, commercial, scientific, literary or artistic fields whether or not registrable, registered or patentable. These rights include: (a) all rights in all applications to register these rights; (b) all renewals and extensions of these rights; and (c) all rights in the nature of these rights. Intellectual Property does not include: d. Moral Rights; or e. rights in relation to confidential information (including confidentiality of Official Information).
IP Register	refers to the register developed by the Service Provider of all Material it creates or uses, or provides to or receives from the Department, in the course of performing the Contract.
IT Disaster Recovery Plan	means the set of policies and procedures enabling the recovery and/or continuity of vital IT infrastructure and systems following a major incident or disaster.
Joint Service Provider Forum	as defined at clause 31.5.1 Part 4 (Business Services) of Schedule 3 (Statement of Work).
Key Personnel	mean the Service Provider Personnel listed in Item 4.1 of Schedule 1 (Contract Details). The term 'Key Person' has a corresponding meaning.
Law	means: (a) the requirements of all applicable Legislation and all regulations and requirements made under such Legislation; (b) the legal requirements of any Commonwealth, State, Territory or Local government department, agency, body, authority or instrumentality, including statutory tribunals or commissions and similar governmental bodies; (c) treaties, conventions, agreements, compacts and similar instruments that have been ratified or adopted by the Australian Government or by a relevant foreign government; (d) court decisions, common law and equity; and (e) guidelines, policies and codes of the Commonwealth, States and Territories, with which the Service Provider or the Department is legally required to comply.

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Term	Definition
Legislation	includes all Commonwealth, State and Territory or local authority legislation, including regulations, legislative instruments, by-laws and other subordinate legislation.
Level 1 Services	has the meaning given in clause 3.7.3(a) of Schedule 3 (Statement of Work).
Level 2 Services	has the meaning given in clause 3.7.3(b) of Schedule 3 (Statement of Work).
Level 3 Services	has the meaning given in clause 3.7.3(c) of Schedule 3 (Statement of Work).
Level 4 Services	has the meaning given in clause 3.7.3(d) of Schedule 3 (Statement of Work).
Loss	refers to liability, loss, damage, compensation and costs and expenses (including the costs of the investigation, defence and settlement of any relevant claim or demand) and any legal costs and expenses in relation thereto on a solicitor and own client basis.
Major Incident	refers to an Incident of the type more particularly described in the Incident Management Protocols.
Material	means any material including documents, equipment, Software, reports, goods, information, plans, charts, drawings, calculations, tables, and data stored by any means including all copies and extracts.
Medical Asset	means devices, including the Software necessary for their proper application, that are intended to be used for diagnosis, prevention, monitoring, prediction, prognosis, treatment or alleviation of disease, injury or disability.
Medical Equipment and Instruments	means: a) any instrument, apparatus, appliance, material or other article (whether used alone or in combination, and including the Software necessary for its proper application) to be used for the purpose of one or more of the following: i. diagnosis, prevention, monitoring, treatment or alleviation of disease; ii. diagnosis, monitoring, treatment, alleviation of or compensation for an injury or handicap; iii. investigation, replacement or modification of the anatomy or of a physiological process; iv. control of conception; v. provision of dental services; and that does not achieve its principal intended action in or on the human body by pharmacological, immunological or metabolic means, but that may be assisted in its function by such means; or b) an accessory to such an instrument, apparatus, appliance, material or other article; and c) which is not a Medical Single Use or Disposable Item.
Medical Escort Services	the provision of medical escort services by the Service Provider, as described in clause 12 of Schedule 3 (Statement of Work).
Medical Single Use and Disposable Items	consumable items that are depleted, consumed or worn out by use in the provision of Health Services, including for the provision of Mental Health Services and excluding pharmaceuticals.
Memoranda of Understanding (MoU)	agreements in place between the Department and state and territory governments in relation to the provision of services to Detainees.

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Term	Definition
Mental Health Team	refers to the team that staffs the mental health services, comprising of a mix of mental health professionals appropriate to the mental health needs of each Facility.
Migration Act	means the <i>Migration Act 1958</i> (Cth).
Milestone	means one or more requirements specified as a Milestone in Schedule 4 (Price Schedule) or the Milestone Payment Schedule, which the Service Provider must achieve.
Milestone Payment Schedule	means the schedule agreed between the Parties as part of the Transition In Plan setting out transition costs.
Minister	means the Minister responsible for Immigration Detention.
Minor	means a person who is under 18 years of age.
Modern Slavery	has the meaning given in clause 25.5.1 of the Contract.
Moral Rights	means any of the following: (i) a right of attribution of authorship; (ii) a right not to have authorship falsely attributed; or (iii) a right of integrity of authorship.
National Anti-Corruption Commission or NACC	means the independent Australian Government agency that detects, investigates and reports on serious or systemic corrupt conduct in the Australian Government public sector, established under the <i>National Anti-Corruption Commission Act 2022</i> (Cth).
National Health and Medical Research Council or NHMRC	refers to the independent statutory agency within the portfolio of the Australian Government Minister for Health and Ageing, operating under the National Health and Medical Research Council Act 1992 (NHMRC Act) on 1 July 2006.
National Immunisation Program or NIP	means the National Immunisation Program that aims to increase national immunisation coverage to help reduce diseases that can be prevented by vaccination. The program provides free essential vaccines to protect eligible people against a range of diseases.
National Immunisation Program Schedule	is a series of immunisations given at specific times through a person's life. The immunisations range from birth through to adulthood. Note each state and territory health departments may require additional vaccines.
National Principles for Child Safe Organisations	means the National Principles for Child Safe Organisations, which were endorsed by the Council of Australian Governments in February 2019, (available at: https://childsafe.humanrights.gov.au/national-principles).
Natural Person	means a living human individual. The term 'natural person' does not include a body politic or corporate entity (including a company).
Negative Vetting 1 or NV1	is a security clearance level granted by the Australian Government Security Vetting Agency.
Net Standards Cost Increase	means the net increased costs to the Service Provider in complying with the relevant Cost Impact Standards Change after applying all reasonable mitigations and taking into account any other adjustment mechanisms that may account for any component of the increase such as periodic indexation.
NHMRC	means the National Health and Medical Research Council of Australia.
Non-Citizen	means a person who is not an Australian citizen.
Notification Protocol	refers to the agreed protocol between the Department and the Service Provider by which the Department notifies the Provider of a requirement it must comply with under the Contract.

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Term	Definition
Office of the Australian Information Commissioner	means the national regulator for privacy and freedom of information
Official Information	<p>means all information or Material (including all Department Material and all Contract Material):</p> <ul style="list-style-type: none"> (i) that is designated by the Department to be official or confidential information; (ii) that is security classified, including information classified as "OFFICIAL"; (iii) disclosure of which might reasonably be expected to cause unreasonable detriment to the Department; (iv) that is confidential by nature; or (v) that a party knows or ought to know is confidential, <p>but does not include any information that is public knowledge other than by breach of a confidentiality obligation.</p> <p>Without limiting the foregoing, Official Information includes:</p> <ul style="list-style-type: none"> (a) any information or Material developed, received or collected by or on behalf of the Department to which the Service Provider gains access under or in connection with this Contract, including the Department Material, Contract Material and the terms and conditions of this Contract; and (b) any other information or Material about the operation of the Department's immigration detention facilities, including provision of the Services by the Contractor including its Personnel or in relation to persons detained in the Facilities.
Official Resources	means Official Information, people who work for or with the Department, and assets belonging to (even if in the possession of contracted providers) or in the possession of the Department.
Ombudsman	means in accordance with the requirements contained in the <i>Ombudsman Act 1976</i> (Cth), including a right of access to places occupied by Commonwealth contractors to conduct investigations at those places.
Open Access Licence	means a licence to the public on broad open access terms that allows any member of the public to perform a wide range of acts in respect of the material subject to certain restrictions. An Open Access Licence includes any Department or Australian Government open access licence and any Creative Commons Attribution licence (see http://creativecommons.org.au/learn-more/licences).
Opiate Substitution Therapy Program (OSTP)	means an evidence-based intervention for opiate dependant persons that replaces illicit drug use with medically prescribed, orally administered opiates such as buprenorphine and methadone.
Party (or party)	means a party to the Contract, including any administrators, successors, transferees or permitted assignees of that party, and including any person to whom that party novates any part of this Contract.
Pass Through Costs or Pass Through or PTC	means expenses for goods and services that the Department will pay for by way of reimbursement to the Service Provider, plus a margin (if applicable) in accordance with Schedule 4 (Price Schedule) of this Contract.
Performance Framework Adjustment (PFA)	has the meaning given in Schedule 4 (Price Schedule) and Schedule 7 (Performance Management Framework).

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Term	Definition
Performance Guarantee	means the performance guarantee required to be properly completed, executed and provided to the Department under the Contract, in the form of Schedule 11 (Performance Guarantee) to the Contract.
Performance Management Framework	means the framework described in Schedule 7 (Performance Management Framework).
Performance Measure	has the meaning given in Schedule 7 (Performance Management Framework).
Performance Reporting and Management	includes all processes and procedures relating to any reporting requirements as required by the Services, including as set out in Schedule 7 (Performance Management Framework).
Permitted Acts	has the meaning given at Item 7 of Schedule 1 (Contract Details).
Personal Information	has the meaning given in the Privacy Act.
Personnel	means, in respect of a person, the officers, employees, contractors (including subcontractors), agents, and consultants of the person.
PGPA Act	means the <i>Public Governance, Performance and Accountability Act 2013</i> (Cth).
Pharmaceutical Benefit Scheme or PBS	means Australia's system of governmental subsidy for end-user purchases of prescription-only medications.
Pharmaceutical/s	a medicinal product used in Health Care.
Placement Review	a review of Accommodation assigned to a Detainee, to be conducted by the Individual Management and Placement Review Committee.
Placement Review Committee	means a committee that identifies inappropriate placement of Detainees.
Planned Maintenance	means maintenance that is completed in accordance with the maintenance schedule specified in the national asset management and maintenance plan.
Policy and Procedures Manual or PPM	means the manual of standard operating policies, procedures and processes developed and periodically updated by the Service Provider in accordance with Schedule 3 (Statement of Work), as accepted by the Department.
Policy Change Notice	has the meaning given in clause 2.8.1 of the Contract.
Portfolio	means the Portfolio, established through the current Administrative Arrangements Order (AAO), within which the Department is located.
Pre-existing Material	has the meaning given in clause 10.2.2 of the Contract.
Pre-Transfer Medical Assessment	a clinical assessment that determines a Detainee's ability to reside at a Regional Processing Country in the context of having access to medical care commensurate for their individual health requirements / needs or as accepted by the host government.
Price Schedule	means Schedule 4 (Price Schedule) to the Contract.
Privacy Act	means the <i>Privacy Act 1988</i> (Cth).
Privacy Commissioner	has the meaning given in the <i>Australian Information Commissioner Act 2010</i> (Cth).
Privacy Legislation	means the Privacy Act and any other privacy-related legislation applicable to the performance of this Contract by the Service Provider.
Property of Detainees	refers to all property in the possession of a Detainee at the time of his or her arrival at a Facility and any property received by the person during his or her stay in Immigration Detention.
Proportionate Liability Law	means any legislated proportionate liability regime including: a. <i>Civil Liability Act 2002 (NSW) – Part 4</i> ;

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	b. <i>Wrongs Act 1958 (Vic)</i> – Part IVAA; c. <i>Civil Liability Act 2002 (WA)</i> – Part 1F; d. <i>Civil Liability Act 2003 (Qld)</i> – Chapter 2, Part 2; e. <i>Civil Law (Wrongs) Act 2002 (ACT)</i> – Chapter 7A; f. <i>Proportionate Liability Act 2005 (NT)</i> ; g. <i>Law Reform (Contributory Negligence and Apportionment of Liability Act) 2001 (SA)</i> – Part 3; h. <i>Civil Liability Act 2002 (Tas)</i> – Part 9A; i. <i>Competition and Consumer Act 2010 (Cth)</i> – Part VIA; j. <i>Corporations Act 2001 (Cth)</i> – Part 7.10, Div 2A; and k. <i>Australian Securities & Investments Commission Act 2001 (Cth)</i> – Part 2, Division 2, Subdivision GA.
Protective Security Instructions	refers to the requirement to ensure all Personnel that will access Department systems or any IT environment to record Detainee information, have received relevant training in the use of the Department's system, the Department's current ICT Security Instructions, the Department's current Protective Security Instructions, and the Department's current Security Framework.
Protective Security Policy Framework or PSPF	means the policy that assists Australian Government entities to protect their people, information and assets, both at home and overseas, and is located at https://www.protectivesecurity.gov.au/ .
PT PCP	means the Payment Times Procurement Connected Policy.
PT PCP Evaluation Questionnaire	means the questionnaire substantially in the form of Appendix C of the PT PCP.
PT PCP Remediation Plan	means a written remediation plan substantially in the form of Appendix D of the PT PCP.
PT PCP Policy Team	means the relevant Minister, department or authority that administers or otherwise deals with the PT PCP on the relevant day.
PT PCP Subcontract	means a subcontract between a Reporting Entity and another party (Other Party) where: <ul style="list-style-type: none"> a. the subcontract is (wholly or in part) for the provision of goods or services for the purposes of the Contract; b. both parties are carrying on business in Australia; and c. the component of the subcontract for the provision of goods or services for the purposes of the Contract has a total value of less than (or is reasonably estimated will not exceed) \$1,000,000 (GST inclusive) during the period of the subcontract, not including any options, extensions, renewals or other mechanisms that may be executed over the life of the subcontract (but including work/official orders entered into that are valued up to \$1 million (GST inclusive) understanding offer (panel) arrangements); but does not include the following subcontracts: <ul style="list-style-type: none"> d. subcontracts entered into prior to the Reporting Entities' tender response for the Contract; e. subcontracts which contain standard terms and conditions put forward by the Other Party and which cannot reasonably be negotiated by the Reporting Entity; or

Term	Definition
	f. subcontracts for the purposes of: (i) procuring and consuming goods or services overseas; or (ii) procuring real property, including leases and licences.
PT PCP Subcontractor	means the party that is entitled to receive payment for the provision of goods or services under a PT PCP Subcontract;
Public Service Act	means the <i>Public Service Act 1999</i> (Cth).
Public Statement	has the meaning given in clause 3.8 of the Contract.
Reactive Maintenance	includes non-routine corrective works, required to restore an asset to full operational and serviceability following a service failure, breakdown or accidental damage, as described in clause 20.2.11 of Schedule 3 (Statement of Work).
Records	refers to any documents, writing or material (including tapes or other electronic matter) including Detainees Records, business records and any other records created, developed or designed for the purpose of providing the Services and may include biometric data and/or personal identifiers.
Records Management	refers to the obligations with respect to records management, set out in clause 44 of Schedule 3 (Statement of Work).
Regional Processing Country	means a country designated by the Minister, acting under subsection 198AB(1) of the Migration Act, as a regional processing country.
Registered Midwife	means a person who maintains a general registration by AHPRA as a Registered Midwife.
Registered Nurse	means a person maintains a general unrestricted registration by AHPRA as a Registered Nurse (Division 1).
Related Body Corporate	has the meaning given by section 9 of the Corporations Act 2001 (Cth).
Release of Medical Information consent form	means the template consent form included in the Policy and Procedures Manual, or in a form otherwise approved by the Department.
Relevant Employer	means, for the purposes of the WGE Act, as being a non-public sector employer (including higher education institutions, trade unions and not-for-profit organisations) of 100 or more employees in Australia.
Relevant Legislation	means Legislation in force in any jurisdiction where any part of the Requirements may be carried out.
Related Body Corporate	has the meaning given by section 9 of the Corporations Act.
Relocation	refers to the Movement of Detainees from one Detention Facility to another within Australia.
Remote Area	in the context of the Indigenous Procurement Policy, has the meaning given in clause 26.6.1 of the Contract.
Removal	means an action taken by the Department in accordance with section 198 of the Migration Act to ensure that Unlawful Non-Citizens leave Australia, any removal under section 199 of the Migration Act and any deportation pursuant to section 200 of the Migration Act.
Reporting Entity	has the same meaning as per section 5 of the <i>Modern Slavery Act 2018</i> (Cth), or section 7 of the Payment Times Reporting Act 2020 (Cth), as applicable.
Reporting Entity Subcontract	has the same meaning as Reporting Entity Subcontractor.

Term	Definition
Reporting Entity Subcontractor	means any person that is a Reporting Entity; and provides goods or services directly or indirectly to the Service Provider for the purposes of the contract where the value of such goods or services is are estimated to exceed \$4 million (GST inclusive). 'Reporting Entity Subcontract' has a corresponding meaning.
Reports	the reports specified in Schedule 3 (Statement of Work).
Required Standard	has the meaning given in clause 2.1.1.b. of the Contract.
Requirement	means the goods and/or services required by the Department, as listed or described in the Schedule 3(Statement of Work).
Residence Determination (RD)	means a community placement as defined by s197AB of the Migration Act enables Detainees to be detained in the community and can only be authorised by the Minister. RD may also be referred to as 'community detention'.
Royal Australian College of General Practitioners or RACGP	means the professional body for general practitioners (GPs) in Australia. The RACGP is responsible for maintaining standards for quality clinical practice, education and training, and research in Australian general practice.
Satisfactory	in the context of a Statement of Tax Record, has the meaning given in clause 26.2.1 of the Contract.
Secretary	the Secretary of the Department.
Security Classified Information	any information, Data or Material which has been classified for security purposes in accordance with the Protective Security Performance Framework.
Security Classified Resources	means any information which has been classified for security purposes in accordance with the Protective Security Policy Framework. Without limitation, Security Classified Resources includes all Official Resources that, if compromised, could have adverse consequences for the Department.
Security Incident	means any actual or suspected security breach, violation, contact or approach from those seeking unauthorised access to Security Classified Information or Official Resources.
Security Interest	means: (a) any bill of sale, mortgage, charge, pledge, hypothecation, title retention arrangement, trust or power as or in effect as security for the payment of a monetary obligation or the observance of any other obligations; (b) any lien, profit a prendre, easement, restrictive covenant, any equity or interest in the nature of an encumbrance, garnishee order, writ of execution, right of set-off, lease, licence to use or occupy, assignment of income or monetary claim; or (c) an agreement to create or give any arrangement referred to in paragraphs (a) or (b) of this definition.
Security Review Committee	[refers to the security-related meeting specified at clause 31.6.9 of Schedule 3 (Statement of Work).
Senior Health Advisor	means the person appointed by the Service Provider as required by Schedule 3 (Statement of Work).
Senior Health Practitioner	means a medical practitioner who does not have a recognised specialist qualification but practices without clinical supervision exclusively in a specialist area recognised by the AMC.

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Term	Definition
Senior Managers	in respect of the Department, means the Deputy Secretary and, in respect of the Service Provider(s), the Chief Executive Office or Managing Director.
Serious Communicable Disease	Any disease listed in the National Notifiable Disease List (being an instrument created under the <i>National Health Security Act 2007</i> (Cth)).
Service Administrator	means the person specified as such in Item 4.1 of Schedule 1 (Contract Details), or any other person nominated by the Service Administrator (or Service Authority) from time to time to fulfil the role of Service Administrator.
Service Authority	means the person specified as such in Item 4.2 of Schedule 1 (Contract Details ¹), or any other person nominated by the Service Authority from time to time to fulfil the role of Service Authority.
Service Prevention Event	means each of the following events or circumstances: (a) a breach of the Contract by the Department; (b) any act or omission on the part of the Department or its Department Personnel which results in a Detainee (who would otherwise be the recipient of relevant Services required to be provided under this Contract) not being available to receive the Services or impacting the manner in which the Services are performed (to the extent not within the control of the Service Provider) and subject to the rights of the Department elsewhere in this Contract.
Service Provider	means the entity identified as the Service Provider in the Parties section of the Contract, that enter into the Contract with the Department. A reference to 'Health Services Provider' or 'DHSP' is a reference to the Service Provider. A reference to 'Facilities Detention Services Provider' or 'FDSP' is a reference to another contracted service provider engaged (or expected to be engaged) by the Department to provide facilities and detention services at the Facilities.
Service Provider Personnel	the officers, employees, agents, advisers and any Subcontractor and their officers, employees and agents of the Service Provider, who are engaged in performing the Services or activities associated with the provision of the Services. The terms 'DHSP Personnel' and 'Health Service Provider Personnel' have the same meaning.
Services	includes all services to be performed under the Contract and includes the provision of any associated goods or other supplies, as described in the Statement of Work.
Small to Medium Enterprises (SMEs)	an Australian or New Zealand firm with fewer than 200 full-time equivalent employees. When assessing the number of employees a firm has, employees of any associated entities (as defined in s 50AAA of the Corporations Act) to the firm are included. Associated entities to a firm include a firm's parent company, a firm's subsidiaries, and any related bodies corporate to the firm.
Software	in the context of clause 10.2 and 10.3 of the Contract, has the meaning given in clause 10.2.9 of the Contract.
Special Needs Health Assessment or SNHA	the assessment conducted by the Health Service Provider in connection with a community detention placement, as described at clause 7.7 of Schedule 3 (Statement of Work).

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Term	Definition
Specialised Detention Placement – Complex Care Meeting	refers to the meeting specified at clause 31.6.13 of Schedule 3 (Statement of Work).
Specialist General Practitioner	means a general practitioner registered with the Australian Health Practitioners Regulation Agency as a Specialist General Practitioner.
Stakeholder	means a person or organisation, including a government department or agency, that has an interest in, or may be affected by, the provision of Services.
Standard or AS or AS/NZS or ISO	means a document that sets out specifications, procedures and guidelines that aim to ensure products, service and systems are safe, consistent and reliable. They may be referred to as Australian Standards (AS), Australian and New Zealand Standards (AS/NZ) or International Standards (ISO).
Statement of Tax Record (STR)	has the meaning given in clause 26.2.1 of the Contract.
Statement of Work (SOW)	means Schedule 3 (Statement of Work) to the Contract.
Static IP Address	means a static internet protocol address from which a Service Provider will connect to Department systems.
Status Resolution Continuum (Status Resolution System)	means the continuum which commences from considering a visa cancellation or refusal to when an individual's status is resolved through departure/Removal, Returns or obtaining a substantive visa.
Status Resolution (SR)	means: i. Proactively managing the cases of lawful non-citizens and Unlawful Non-Citizens (or UNCs) whose immigration status is still being determined, while mitigating risks to the community; and ii. Facilitating Returns and Removal activities where appropriate.
Step-in Right	refers to the right exercisable by the Department under clause 18.3 of the Contract.
Subcontractor	means a person (not the Department) that, for the purposes of this Contract, provides services or items directly or indirectly to the Service Provider.
Subcontractor Agreements	means all agreements for the provision of Healthcare services established between the Service Provider and a Subcontractor, and any further subcontractor agreements between Subcontractors and their subcontractors, which must in addition to the requirements specified in the Contract meet the requirements under clause 14.10 (Subcontractor Agreement) of Schedule 3 (Statement of Work).
Subcontractor Personnel	means the officers, employees, agents, advisers of a Subcontractor, who are engaged in performing the Services or activities associated with the provision of the Services.
Successor	means the party who assumes responsibility for the provision of Health and Wellbeing Services similar to any or all of the Health Services from the Health Service Provider.
Supportive Monitoring and Engagement or SM&E	means the monitoring, support and engagement of a Detainee using a risk-based approach and relying on pre-determined Department-approved risk levels according to the Hierarchy of Conformity. SM&E applies only to Detainees who is at risk of self-harm (including at risk of suicide) as determined by health professional who holds current registration with AHPRA and is also current a member of the Service Provider's Mental Health Team.
Tax	means any present or future tax, levy, impost, deduction, charge, duty, compulsory loan or withholding (together with any related interest,

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Term	Definition
	penalty, fine or expense in connection with any of them) levied or imposed by any Government Agency, other than any imposed on net overall income.
Telehealth	refers to the use of telecommunication techniques for the purpose of providing remote medical consultation including specialist care and assessment, medical education, and health education over a distance.
Term	means the term of the contract, which comprises the Initial Term of the Contract together with any Extension Options exercised by the Department in accordance with clause 1.2 of the Contract, unless terminated earlier in accordance with this Contract or any Law.
Tertiary Education Quality and Standards Agency	means Australia's independent national quality assurance and regulatory agency for higher education.
Therapeutic Goods Administration or TGA	means the Australian national governmental authority that is responsible for evaluating, assessing and monitoring goods that said authority defines as therapeutic goods. TGA regulates many goods including but not limited to medicines, medical devices and biologicals substances to protect the health of people in Australia.
Transfer	refers to the transfer of a Person in Detention within the Detention Services Network.
Transition In	means the process whereby the Service Provider will transition-in and accept responsibility for the provision of the Services required to be provided under this Contract from the Incumbent Service Provider(s) currently providing the same or similar services (or part thereof), in accordance with Schedule 5 (Transition In Plan) and this Contract.
Transition In Completion Due Date	means the date specified as such in Item 2.2 of Schedule 1 (Contract Details).
Transition In Plan	means Schedule 5 (Transition In Plan) to the Contract.
Transition In Period	means the period during which the Service Provider will undertake Transition In.
Transition Out	means the process of disengaging and transitioning-out of all Services, and if applicable handing-over the services which are the same as or similar to Services (or such part of the Services as directed by the Department) to the Department or the Department's nominated incoming Successor in accordance with the Transition Out Plan and this Contract.
Transition Out Fee	refers to the fee specified as such (if any) in, and calculated and payable in accordance with, Schedule 4 (Price Schedule) and other applicable terms and conditions of this Contract.
Transport Request	means a request issued by the Department or the Service Provider to the Service Provider specifying the details of required transport of Detainees.
Unaccompanied Minor	means a non-citizen who: <ul style="list-style-type: none"> (a) is under 18 years old at the time of (lawful or unlawful) arrival in Australia; (b) is not currently in the care of their Parents or an Adult Relative; (c) not entering Australia for the purpose of a full and permanent adoption; (d) does not have a spouse over the age of 21 to whom they are married in accordance with the <i>Marriage Act 1961</i> (Cth); and (e) intends or is intended to become a permanent resident of Australia.

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Term	Definition
Unauthorised Maritime Arrival or UMA	has the meaning as defined in section 5AA of the Migration Act.
Unlawful Non-Citizen	has the same meaning as in the Migration Act.
Valid	in the context of a Statement of Tax Record, has the meaning given in clause 26.2.1 of the Contract.
Visit	means a visit to the Facility by a person seeking to meet with a Detainee.
Visitor	refers to a Person who Visits a Detainee.
Volumetric Adjustment (VA)	has the meaning given in Schedule 4 (Price Schedule), if applicable.
Welfare	means any health-related good or service where and only where the following apply to that good or service. a. The health-related good or service is not a Healthcare good or service (that is, not a Health Service) for the purpose of this Statement of Work; b. Any service or good that is not subject to any regulation by AHPRA or TGA; c. Engaging with a Detainee to facilitate their engagement with their personal and/or social advocate(s); or d. Providing services to support a Detainee with disability to live with their disability(s) in a safe, consistent, durable and effective way.
Wellbeing	means the assessment of a Detainee's Welfare needs by a Healthcare professional.
WGE Act	means the <i>Workplace Gender Equality Act 2012</i> (Cth).
Work Health and Safety (WHS)	means the practice of protecting the health and safety of all stakeholders in the workplace from exposure to hazards and risks resulting from work activities.
Work Health and Safety Act (or WHS Act)	means the <i>Work Health and Safety Act 2011</i> (Cth).
Work Health and Safety Committee	refers to the WHS committee specified at clause 31.6.8 of Schedule 3 (Statement of Work).
Working with Children Check or WWCC	means the process in place pursuant to Relevant Legislation to screen an individual for fitness to work with Children and Young People.

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Australian Government

Department of Home Affairs

Contract for the Provision of Health and Wellbeing Services

SCHEDULE 8

**CONFIDENTIALITY DEED POLL
FOR NATURAL PERSONS**

SCHEDULE 8 – CONFIDENTIALITY DEED POLL FOR NATURAL PERSONS

THIS DEED POLL is made the _____ day of _____
(day) (month) (year)

in favour of the **COMMONWEALTH OF AUSTRALIA** represented by the Department of Home Affairs (**the Department**)

BY **[Insert name and address of Confidant]** (the **Confidant**)

RECITALS

- A The Department and Healthcare Australia Pty Ltd ACN 108 180 589 (**Service Provider**) entered into a contract under which the Service Provider will provide the health and wellbeing services (**Services**) to the Department dated [insert] (**Contract**).
- B. In the course of performing the Services, the Confidant may require access to Department Confidential Information or Personal Information.
- C. The Confidant's access to the Department Confidential Information and Personal Information is provided strictly for the purpose of performing the Services and in accordance with this Deed.

THE CONFIDANT DECLARES AS FOLLOWS:

1. INTERPRETATION

1.1. In this Deed Poll, unless the context indicates otherwise:

- (a) “**Australian Privacy Principles**” has the meaning given in the Privacy Act;
- (b) “**Classified Information**” means information that is security classified;
- (c) “**Department Confidential Information**” means all information:
 - (i) that is designated by the Department to be confidential;
 - (ii) that is Classified Information;
 - (iii) disclosure of which cause unreasonable detriment to the Department;
 - (iv) that is confidential by nature; or
 - (v) that a party knows or ought to know is confidential,

but does not include any information that is public knowledge other than by breach of confidentiality obligations. Department Confidential Information includes all information about the operation of the Department's immigration detention facilities, including provision of all Services by the Service Provider and its officers, employees, contractors and agents, and all information in relation to persons detained in the facilities;

- (d) “**Deed**” means this Confidentiality and Personal Information Deed Poll;
- (e) “**Documents**” means:
 - (i) any paper or other materials on which there are writing, marks, figures, symbols or perforations having meaning for persons qualified to interpret them; and

- (ii) any article or material from which sound, images or writings are capable of being reproduced with or without the aid of any other article or device;
- (f) **“Government Agency”** means a non-corporate entity representing the Commonwealth, an Australian State or an Australian Territory and a corporate entity that is wholly-owned by the Commonwealth, an Australian State or an Australian Territory;
- (g) **“Loss”** means liability, loss, damage, compensation and costs and expenses (including the costs of the investigation, defence and settlement of any relevant claim or demand) and any legal costs and expenses in relation thereto on a solicitor and own client basis;
- (h) **“Personal Information”** has the meaning given in the Privacy Act; and
- (i) **“Privacy Act”** means the *Privacy Act 1988* (Cth); and
- (j) **“Service Provider Personnel”** means the officers, employees, agents, advisers and any subcontractor (and their officers, employees and agents) of the Service Provider, who are permitted to perform the Services under the Contract.

1.2. In the interpretation of this Deed, unless the context indicates otherwise:

- (a) headings are for the purpose of convenient reference only and do not form part of this Deed;
- (b) words importing a gender include any other gender;
- (c) words in the singular include the plural and words in the plural include the singular;
- (d) words importing a person include a partnership and a body whether corporate or otherwise;
- (a) a reference to a clause includes a reference to a subclause of that clause;
- (b) a reference to any legislation or legislative provision includes any statutory modification, substitution or re-enactment of that legislation or legislative provision;
- (c) if any word or phrase is given a defined meaning, any other part of speech or other grammatical form of that word or phrase has a corresponding meaning;
- (d) a reference to writing is a reference to any representation of words, figures or symbols, whether or not in a visible form;
- (e) the word “includes” in any form is not a word of limitation;
- (f) a reference to “or” is that of the inclusive, being one, some or all of a number of possibilities; and
- (g) a provision stating that a person “may” agree or consent to something, approve or reject something, or take or decline to take an action, means that the person may exercise its discretion in deciding whether or not to do so, and may impose conditions on any such agreement, consent or approval.

2. DEPARTMENT CONFIDENTIAL INFORMATION

- 2.1. Subject to clause 2.2 and 2.3, the Confidant must not copy, reproduce or disclose any Department Confidential Information without the prior written consent of the Department, which consent the Department may grant or withhold in its absolute discretion.
- 2.2. The Confidant must use Department Confidential Information only for the purpose of performing the Services. In particular, the Confidant must not access, use, modify, disclose, retain or otherwise deal with in any way any Department Confidential Information except for the purpose of performing the Services.
- 2.3. The obligations under clauses 2.1 and 2.2 will not be taken to have been breached to the extent that the relevant Department Confidential Information:
- (a) is disclosed by the Confidant to other Service Provider Personnel solely in order to perform the Service Provider's obligations or to exercise rights under the Contract (or relevant subcontract under the Contract) and provided those other Service Provider Personnel have a need-to-know the Department Confidential Information and have signed undertakings equivalent to those in this Deed;
 - (b) is authorised or required to be disclosed by Law or by an order of any court or tribunal of competent jurisdiction; or
 - (c) is required to be disclosed to a Government Agency, stock exchange or other regulatory body having the legal right to require the disclosure.
- 2.4. Where the Confidant is required by law to disclose the Department Confidential Information, the Confidant must:
- (a) use their best endeavours to notify the Department prior to disclosing the Department Confidential Information;
 - (b) provide full details of the relevant legal requirement and information to be disclosed; and
 - (c) take any reasonable action requested by, and reasonably cooperate with any action taken by, the Department to challenge, prevent or limit such disclosure.
- 2.5. The Confidant agrees to:
- (a) secure all Department Confidential Information against loss and unauthorised access, use, modification or disclosure; and
 - (b) promptly notify the Commonwealth of any actual or attempted unauthorised possession, disclosure or use of the Department Confidential Information contrary to this Deed, and take all steps necessary to prevent the recurrence of such possession, disclosure or use and otherwise implement the Department's procedures for incident reporting as advised by the Department from time to time.
- 2.6. The Confidant agrees to implement security procedures to ensure that it meets its obligations under this Deed and will provide details of these procedures to the Department on request.
- 2.7. The Confidant agrees:
- (a) to ensure that the Confidant has obtained the appropriate security clearance required to receive, and prior to receiving, any classified Department Confidential Information;
 - (b) to be available to attend any security training provided by the Department;
 - (c) to notify the Department and relevant security vetting agency of any change in the Confidant's personal circumstances which would or could impact the Confidant's entitlement to continue to hold

the appropriate security clearance or the Confidant's ability to comply with any other obligation contained within this Confidentiality Deed;

- (d) not to allow any Classified Information to be transferred outside Australia without the Department's prior written approval;
- (e) to give the Department, or any persons authorised in writing by the Commonwealth, access to premises where Classified Information is located; and
- (f) to comply with any additional security requirements as notified by the Department from time to time.

3. PERSONAL INFORMATION

3.1. The Confidant agrees, with respect to all Personal Information to which it has access in the course of performing duties in relation to the Services to:

- (a) not do any act, or engage in any practice that would breach:
 - (i) the Services Provider's obligations under the Contract to protect Personal Information if done or engaged in by the Service Provider; or
 - (ii) the Australian Privacy Principles set out in the Privacy Act if done or engaged in by the Department;
- (b) to comply with any directions, guidelines, determinations or recommendations of the Department to the extent that they are consistent with the Australian Privacy Principles;
- (c) implement all reasonable measures to assist the Department in meeting the obligations under the Privacy Act concerning the collection security, use and disclosure of information to which the Department is subject in respect of that Personal Information;
- (d) co-operate with any reasonable demands or enquiries made by the Privacy Commissioner;
- (e) not disclose such Personal Information without the written authority of the Department except in the course of, and for the purpose of, performing the Contract, and it will immediately notify the Department where it becomes aware that a disclosure of such information may be required by law;
- (f) ensure that any person who has an access level which would enable that person to obtain access to any information in respect of which the Department has obligations under the Privacy Act is made aware of, and undertakes in writing, to observe the provisions of this Deed;
- (g) take all reasonable measures to ensure that Personal Information is protected against loss and against unauthorised access, use, modification, disclosure or other misuse and that only the Service Provider Personnel who have a need to know and hold the required security clearance have access to it. For the avoidance of doubt, Personal Information must not be used for, or in any way relating to, any direct marketing purpose;
- (h) not transfer such Personal Information outside Australia, or allow parties outside Australia to have access to it, without the prior approval of the Department;
- (i) immediately to notify the Department when the Confidant becomes aware of a breach, or any potential breach, of any obligation concerning security, use and disclosure of such Personal Information by itself or any representative, employee or officer of the Service Provider;
- (j) notify the Department of, and co-operate with the Department in the resolution of, any complaint alleging an interference with privacy;

- (k) upon written notice from the Department give to any person, on their request, having taken reasonable steps to satisfy itself of that person's identity, access to that person's Personal Information held by the Service Provider, except to the extent that the Service Provider is required or authorised by law to refuse to provide the person with access to that Personal Information;
 - (l) upon written notice from the Department if requested to correct or update such Personal Information by a person to whom the Personal Information relates, take reasonable steps to correct or update the Personal Information;
 - (m) upon written notice from the Department, destroy or permanently de-identify any Personal Information as soon as practicable after it is no longer required for the purpose for which it was originally collected;
 - (n) not adopt as its own identifier of a person an identifier that has been assigned by the Department, or use or disclose any such identifier except for the purpose of fulfilling its obligations under the Contract, or where required or authorised by law;
 - (o) if the Personal Information is 'sensitive information' or 'health information', as those terms are defined in the Privacy Act, not collect, use or disclose such information without the consent of the person to whom that information relates, subject to any exception provided for by law. For the avoidance of doubt, this does not apply to the giving of sensitive information or health information to the Department; and
 - (p) to treat all Personal Information with the utmost care and to protect that information at all times in accordance with all security and privacy requirements imposed by the Contract on persons performing duties in relation to the Contract.
- 3.2. Without limiting the foregoing, the Confidant agrees that its obligations under this Deed and to perform duties in relation to the Contract:
- (a) to the extent of any inconsistency with the Australian Privacy Principles in the Privacy Act or any privacy codes or privacy principles contained in, authorised by or registered under any law, take priority to the fullest extent permitted by applicable law; and
 - (b) to the extent not so inconsistent, are in addition to any obligations the Confidant may have under the Privacy Act or any privacy codes or privacy principles contained in, authorised by or registered under any law.
- 3.3. The Confidant acknowledges that failure by it to comply with the obligations under the Privacy Act in accordance with clause 3.1 may result in the Service Provider or the Department taking action against the Confidant.
- 4. DELIVERY UP OF DOCUMENTS**
- 4.1. The Department may, at any time and without prior notice, demand, either orally or in writing, the delivery to the Department, or destruction or erasure, of any Documents (including electronically stored or otherwise) that are in the possession or control of the Confidant which contain or relate to Department Confidential Information. The Confidant agrees to immediately comply with any such demand.
- 4.2. If the Department gives a demand under this clause 4 and the Confidant has placed or is aware that Documents containing the Confidential Information are beyond its possession or control, then the Confidant

shall provide full particulars of the whereabouts of the Documents containing the Confidential Information, and the identity of the person in whose custody or control they lie.

- 4.3. Return or destruction of any Department Confidential Information does not release the Confidant from its obligations under this Deed.

5. CONFLICT OF INTEREST

- 5.1. The Confidant warrants that no conflict of interest exists or is likely to arise in the performance of the Services.
- 5.2. The Confidant warrants that it will not permit any situation to arise or engage in any activity during the performance of the Services which may result in a conflict of interest.
- 5.3. If, during the period the Confidant is performing Services on behalf of the Service Provider, a conflict of interest arises or appears likely to arise, the Confidant agrees:
- (a) to notify the Service Provider and the Department immediately, and to make full disclosure of all relevant information relating to the conflict of interest; and
 - (b) to take such steps as the Department reasonably requires to resolve or otherwise deal with the conflict of interest.

6. SURVIVAL OF OBLIGATIONS

- 6.1. The obligations in this Deed are perpetual.
- 6.2. This Deed will survive the termination or expiry of the Contract and any deed, agreement or arrangement of any kind between the Department and the Service Provider or the Confidant relating to the Services.

7. COMPLIANCE WITH LEGISLATION AND POLICIES

- 7.1. Without limiting anything contained in this Deed, the Confidant acknowledges that it is aware of the following legislative provisions which may have application to its handling of Department Confidential Information:
- (a) Division 122 of the Schedule to the *Criminal Code Act 1995* (Cth) (the ‘Criminal Code’);
 - (b) Section 91.1 and Part 10.7 of the Criminal Code;
 - (c) *Privacy Act 1988* (Cth); and
 - (d) *Freedom of Information Act 1982* (Cth).

8. [NOT USED]

9. GOVERNING LAW

- 9.1. This Deed will be governed by, and construed in all respects in accordance with, the law of the Australian Capital Territory and the Confidant agrees to submit to the non-exclusive jurisdiction of the Courts of the

Australian Capital Territory and its appellate jurisdiction in respect of all matters arising under, or in relation to, this Deed.

10. WAIVER

- 10.1. Failure or delay by the Department to enforce a provision of this Deed shall not be construed as in any way affecting the enforceability of that provision or this Deed as a whole.

11. VARIATIONS

- 11.1. No term or provision of this shall be amended or varied unless such amendment or variation is agreed by the Department in writing.

Signature page

Executed as a **Deed Poll** by the **Confidant** for the benefit of and enforceable by the Commonwealth of Australia.

SIGNED, SEALED and **DELIVERED** by **[Full name of Confidant]**:

Signature of Confidant

in the presence of:

Signature of witness

Full name of witness

Date

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under the Freedom of Information Act 1982



Australian Government

Department of Home Affairs

Contract for the Provision of Health and Wellbeing Services

SCHEDULE 9

**CONFIDENTIALITY DEED POLL
FOR CORPORATIONS AND OTHER ENTITIES**

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

SCHEDULE 9 – CONFIDENTIALITY DEED POLL FOR CORPORATIONS AND OTHER ENTITIES

THIS DEED POLL is made the _____ day of _____
(day) (month) (year)

in favour of the **COMMONWEALTH OF AUSTRALIA** represented by the Department of Home Affairs (**the Department**)

BY **[Insert name and address of Confidant]** (the **Confidant**)

RECITALS

- A The Department and Healthcare Australia Pty Ltd ACN 108 180 589 (**Service Provider**) entered into a contract under which the Service Provider will provide the health and wellbeing services (**Services**) to the Department dated **[insert]** (**Contract**).
- B. In the course of performing the Services, the Confidant may require access to Department Confidential Information or Personal Information.
- C. The Confidant’s access to the Department Confidential Information and Personal Information is provided strictly for the purpose of performing the Services and in accordance with this Deed.

THE CONFIDANT DECLARES AS FOLLOWS:

1. INTERPRETATION

1.1. In this Deed Poll, unless the context indicates otherwise:

- (a) “**Australian Privacy Principles**” has the meaning given in the Privacy Act;
- (b) “**Classified Information**” means information that is security classified;
- (c) “**Department Confidential Information**” means all information:
 - (i) that is designated by the Department to be confidential;
 - (ii) that is Classified Information;
 - (iii) disclosure of which cause unreasonable detriment to the Department;
 - (iv) that is confidential by nature; or
 - (v) that a party knows or ought to know is confidential,

but does not include any information that is public knowledge other than by breach of confidentiality obligations. Department Confidential Information includes all information about the operation of the Department's immigration detention facilities, including provision of all Services by the Service Provider and its officers, employees, contractors and agents, and all information in relation to persons detained in the facilities;

- (d) “**Deed**” means this Confidentiality and Personal Information Deed Poll;
- (e) “**Documents**” means:
 - (i) any paper or other materials on which there are writing, marks, figures, symbols or perforations having meaning for persons qualified to interpret them; and

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- (ii) any article or material from which sound, images or writings are capable of being reproduced with or without the aid of any other article or device;
- (f) **“Government Agency”** means a non-corporate entity representing the Commonwealth, an Australian State or an Australian Territory and a corporate entity that is wholly-owned by the Commonwealth, an Australian State or an Australian Territory;
- (g) **“Loss”** means liability, loss, damage, compensation and costs and expenses (including the costs of the investigation, defence and settlement of any relevant claim or demand) and any legal costs and expenses in relation thereto on a solicitor and own client basis;
- (h) **“Personal Information”** has the meaning given in the Privacy Act; and
- (i) **“Privacy Act”** means the *Privacy Act 1988* (Cth); and
- (j) **“Service Provider Personnel”** means the officers, employees, agents, advisers and any subcontractor (and their officers, employees and agents) of the Service Provider, who are permitted to perform the Services under the Contract.

1.2. In the interpretation of this Deed, unless the context indicates otherwise:

- (a) headings are for the purpose of convenient reference only and do not form part of this Deed;
- (b) words importing a gender include any other gender;
- (c) words in the singular include the plural and words in the plural include the singular;
- (d) words importing a person include a partnership and a body whether corporate or otherwise;
- (a) a reference to a clause includes a reference to a subclause of that clause;
- (b) a reference to any legislation or legislative provision includes any statutory modification, substitution or re-enactment of that legislation or legislative provision;
- (c) if any word or phrase is given a defined meaning, any other part of speech or other grammatical form of that word or phrase has a corresponding meaning;
- (d) a reference to writing is a reference to any representation of words, figures or symbols, whether or not in a visible form;
- (e) the word “includes” in any form is not a word of limitation;
- (f) a reference to “or” is that of the inclusive, being one, some or all of a number of possibilities;
- (g) a reference to “the Confidant” includes the Confidant’s administrators and successors; and
- (h) a provision stating that a person “may” agree or consent to something, approve or reject something, or take or decline to take an action, means that the person may exercise its discretion in deciding whether or not to do so, and may impose conditions on any such agreement, consent or approval.

2. DEPARTMENT CONFIDENTIAL INFORMATION

- 2.1. Subject to clause 2.2 and 2.3, the Confidant must not copy, reproduce or disclose any Department Confidential Information without the prior written consent of the Department, which consent the Department may grant or withhold in its absolute discretion.
- 2.2. The Confidant must use Department Confidential Information only for the purpose of performing the Services. In particular, the Confidant must not access, use, modify, disclose, retain or otherwise deal with in any way any Department Confidential Information except for the purpose of performing the Services.
- 2.3. The obligations under clauses 2.1 and 2.2 will not be taken to have been breached to the extent that the relevant Department Confidential Information:
- (a) is disclosed by the Confidant to other Service Provider Personnel solely in order to perform the Service Provider's obligations or to exercise rights under the Contract (or relevant subcontract under the Contract) and provided those Service Provider Personnel have a need-to-know the Department Confidential Information and have signed undertakings equivalent to those in this Deed;
 - (b) is authorised or required to be disclosed by Law or by an order of any court or tribunal of competent jurisdiction; or
 - (c) is required to be disclosed to a Government Agency, stock exchange or other regulatory body having the legal right to require the disclosure.
- 2.4. Where the Confidant is required by law to disclose the Department Confidential Information, the Confidant must:
- (a) use its best endeavours to notify the Department prior to disclosing the Department Confidential Information;
 - (b) provide full details of the relevant legal requirement and information to be disclosed; and
 - (c) take any reasonable action requested by, and reasonably cooperate with any action taken by, the Department to challenge, prevent or limit such disclosure.
- 2.5. The Confidant agrees to:
- (a) secure all Department Confidential Information against loss and unauthorised access, use, modification or disclosure; and
 - (b) promptly notify the Commonwealth of any actual or attempted unauthorised possession, disclosure or use of the Department Confidential Information contrary to this Deed, and take all steps necessary to prevent the recurrence of such possession, disclosure or use and otherwise implement the Department's procedures for incident reporting as advised by the Department from time to time.
- 2.6. The Confidant agrees to implement security procedures to ensure that it meets its obligations under this Deed and will provide details of these procedures to the Department on request.
- 2.7. The Confidant agrees:
- (a) to ensure that the Confidant's personnel:
 - (i) have obtained the appropriate security clearance required to receive, and prior to receiving, any classified Department Confidential Information;
 - (ii) are available to attend any security training provided by the Department; and

- (iii) notify the Department and relevant security vetting agency of any change in their personal circumstances which would or could impact the Confidant's entitlement to continue to hold the appropriate security clearance or the Confidant's ability to comply with any other obligation contained within this Confidentiality Deed;
- (b) not to allow any Classified Information to be transferred outside Australia without the Department's prior written approval;
- (c) to give the Department, or any persons authorised in writing by the Commonwealth, access to premises where Classified Information is located; and
- (d) to comply with any additional security requirements as notified by the Department from time to time.

3. PERSONAL INFORMATION

3.1. The Confidant agrees, with respect to all Personal Information to which it has access in the course of performing duties in relation to the Services to:

- (a) not do any act, or engage in any practice that would breach:
 - (i) the Services Provider's obligations under the Contract to protect Personal Information if done or engaged in by the Service Provider; or
 - (ii) the Australian Privacy Principles set out in the Privacy Act if done or engaged in by the Department;
- (b) to comply with any directions, guidelines, determinations or recommendations of the Department to the extent that they are consistent with the Australian Privacy Principles;
- (c) implement all reasonable measures to assist the Department in meeting the obligations under the Privacy Act concerning the collection security, use and disclosure of information to which the Department is subject in respect of that Personal Information;
- (d) co-operate with any reasonable demands or enquiries made by the Privacy Commissioner;
- (e) not disclose such Personal Information without the written authority of the Department except in the course of, and for the purpose of, performing the Contract, and it will immediately notify the Department where it becomes aware that a disclosure of such information may be required by law;
- (f) ensure that any person who has an access level which would enable that person to obtain access to any information in respect of which the Department has obligations under the Privacy Act is made aware of, and undertakes in writing, to observe the provisions of this Deed;
- (g) take all reasonable measures to ensure that Personal Information is protected against loss and against unauthorised access, use, modification, disclosure or other misuse and that only the Service Provider Personnel have access to it. For the avoidance of doubt, Personal Information must not be used for, or in any way relating to, any direct marketing purpose;
- (h) not transfer such Personal Information outside Australia, or allow parties outside Australia to have access to it, without the prior approval of the Department;
- (i) immediately to notify the Department when the Confidant becomes aware of a breach, or any potential breach, of any obligation concerning security, use and disclosure of such Personal Information by itself or any representative, employee or officer of the Service Provider;
- (j) notify the Department of, and co-operate with the Department in the resolution of, any complaint alleging an interference with privacy;

- (k) upon written notice from the Department give to any person, on their request, having taken reasonable steps to satisfy itself of that person's identity, access to that person's Personal Information held by the Service Provider, except to the extent that the Service Provider is required or authorised by law to refuse to provide the person with access to that Personal Information;
 - (l) upon written notice from the Department if requested to correct or update such Personal Information by a person to whom the Personal Information relates, take reasonable steps to correct or update the Personal Information;
 - (m) upon written notice from the Department, destroy or permanently de-identify any Personal Information as soon as practicable after it is no longer required for the purpose for which it was originally collected;
 - (n) not adopt as its own identifier of a person an identifier that has been assigned by the Department, or use or disclose any such identifier except for the purpose of fulfilling its obligations under the Contract, or where required or authorised by law;
 - (o) if the Personal Information is sensitive information or health information, as those terms are defined in the Privacy Act, not collect, use or disclose such information without the consent of the person to whom that information relates, subject to any exception provided for by law. For the avoidance of doubt, this does not apply to the giving of sensitive information or health information to the Department; and
 - (p) to treat all Personal Information with the utmost care and to protect that information at all times in accordance with all security and privacy requirements imposed by the Contract on persons performing duties in relation to the Contract.
- 3.2. Without limiting the foregoing, the Confidant agrees that its obligations under this Deed and to perform duties in relation to the Contract:
- (a) to the extent of any inconsistency with the Australian Privacy Principles in the Privacy Act or any privacy codes or privacy principles contained in, authorised by or registered under any law, take priority to the fullest extent permitted by applicable law; and
 - (b) to the extent not so inconsistent, are in addition to any obligations the Confidant may have under the Privacy Act or any privacy codes or privacy principles contained in, authorised by or registered under any law.
- 3.3. The Confidant acknowledges that failure by it to comply with the obligations under the Privacy Act in accordance with clause 3.1 may result in the Service Provider or the Department taking action against the Confidant.

4. DELIVERY UP OF DOCUMENTS

- 4.1. The Department may, at any time and without prior notice, demand, either orally or in writing, the delivery to the Department, or destruction or erasure, of any Documents (including electronically stored or otherwise) that are in the possession or control of the Confidant which contain or relate to Department Confidential Information. The Confidant agrees to immediately comply with any such demand.
- 4.2. If the Department gives a demand under this clause 4 and the Confidant has placed or is aware that Documents containing the Confidential Information are beyond its possession or control, then the Confidant

shall provide full particulars of the whereabouts of the Documents containing the Confidential Information, and the identity of the person in whose custody or control they lie.

- 4.3. Return or destruction of any Department Confidential Information does not release the Confidant from its obligations under this Deed.
- 4.4. The Confidant shall ensure that its Personnel and each person to whom it (or its Personnel) has disclosed any Confidential Information comply with the requirements of this clause as if personally bound by it.

5. CONFLICT OF INTEREST

- 5.1. The Confidant warrants that no conflict of interest exists or is likely to arise in the performance of the Services.
- 5.2. The Confidant warrants that it will not permit any situation to arise or engage in any activity during the performance of the Services which may result in a conflict of interest.
- 5.3. If, during the period the Confidant is performing Services on behalf of the Service Provider, a conflict of interest arises or appears likely to arise, the Confidant agrees:
 - (a) to notify the Service Provider and the Department immediately, and to make full disclosure of all relevant information relating to the conflict of interest; and
 - (b) to take such steps as the Department reasonably requires to resolve or otherwise deal with the conflict of interest.

6. SURVIVAL OF OBLIGATIONS

- 6.1. The obligations in this Deed are perpetual.
- 6.2. This Deed will survive the termination or expiry of the Contract and any deed, agreement or arrangement of any kind between the Department and the Service Provider or the Confidant relating to the Services.

7. COMPLIANCE WITH LEGISLATION AND POLICIES

- 7.1. Without limiting anything contained in this Deed, the Confidant acknowledges that it is aware of the following legislative provisions which may have application to its handling of Department Confidential Information:
 - (c) Division 122 of the Schedule to the *Criminal Code Act 1995* (Cth) (the 'Criminal Code');
 - (d) Section 91.1 and Part 10.7 of the Criminal Code;
 - (e) *Privacy Act 1988* (Cth); and
 - (f) *Freedom of Information Act 1982* (Cth).

8. INDEMNITY

- 8.1. The Confidant indemnifies the Department and its officers, employees and agents against any Loss which is caused or contributed to by:
 - (a) the Confidant's failure to comply with this Deed; or
 - (b) the act or omission of the Confidant's employees, agents or subcontractors in relation to Department Confidential Information.

8.2. The Confidant agrees that the Department may enforce the indemnity in clause 8.1 in favour of any Department officers, employees or agents.

9. GOVERNING LAW

9.1. This Deed will be governed by, and construed in all respects in accordance with, the law of the Australian Capital Territory and the Confidant agrees to submit to the non-exclusive jurisdiction of the Courts of the Australian Capital Territory and its appellate jurisdiction in respect of all matters arising under, or in relation to, this Deed.

10. WAIVER

10.1. Failure or delay by the Department to enforce a provision of this Deed shall not be construed as in any way affecting the enforceability of that provision or this Deed as a whole.

11. VARIATIONS

11.1. No term or provision of this shall be amended or varied unless such amendment or variation is agreed by the Department in writing.

Signature page

Executed as a **Deed Poll** by the **Confidant** for the benefit of and enforceable by the Commonwealth of Australia.

SIGNED, SEALED and DELIVERED by [full registered company name] ACN [No.] in accordance with section 127 of the *Corporations Act 2001* (Cth):

Signature of director

Signature of director/secretary
(strike-through as applicable)

Full name of director

Full name of director/secretary
(strike-through as applicable)

Date

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