

s22

From: s47F(1)
Sent: Tuesday, 17 July 2018 12:01 PM
To: s22
Cc:
Subject: FW: FOR ACTION: Service Agreement & Attachment A [SEC=UNCLASSIFIED]
Attachments: ATTACHMENT A Flinders Rangers.pdf; ffs-service-agreement-letter-client The Flinders Rangers Council July 2018 MH.pdf

s22

This is the quote from AEC, is this OK to approve?

Regards

s47F(1)

Chief Executive Officer



The Flinders Ranges Council
A: PO Box 43, Quorn SA 5433
P: 08 8620 0500
E: ceo@frc.sa.gov.au
W: www.frc.sa.gov.au

The Flinders Ranges Council is committed to providing our customers with excellent service. If we can assist you in any way, please either telephone (08) 8620 0500 or visit our website: www.frc.sa.gov.au

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THINK BEFORE YOU PRINT

From: s47F(1)
Sent: Tuesday, 17 July 2018 11:19 AM
To: s47F(1)
Subject: FW: FOR ACTION: Service Agreement & Attachment A [SEC=UNCLASSIFIED]

Hi s47

I have received advice that the email I sent last Friday was not delivered.

Are you able to confirm that you have indeed received the Service Agreement and attachment A?

Regards

s47F(1) | Manager
Industrial & Commercial Elections Section | SA State Office
Australian Electoral Commission
s47F(1)



Make sure you're **enrolled to vote**.
Visit www.aec.gov.au

From: s47F(1)
Sent: Friday, 13 July 2018 4:51 PM
To: s47F(1)
Subject: FOR ACTION: Service Agreement & Attachment A [SEC=UNCLASSIFIED]

Hi s47

Please find attached the contract for Electoral Services and attachment A.

Please don't hesitate to contact me should you require any additional information.

Regards

s47F(1) | Manager
Industrial & Commercial Elections Section | SA State Office
Australian Electoral Commission
T: (08) 8237 6501 X: 25014



Make sure you're **enrolled to vote**.
Visit www.aec.gov.au

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Australian Government
Department of Industry,
Innovation and Science

National Radioactive Waste Management Facility

s47F(1)

Chair

Viliwarintha Yura Aboriginal Corporation

Via email: s47F(1)

Dear s47F(1)

Thank you for the ongoing engagement of the Viliwarintha Yura Aboriginal Corporation (VYAC) with the department in relation to the National Radioactive Waste Management Facility (the Facility). I am writing to offer the department's support in helping VYAC gain a view of its members' support for the Facility to be sited at Wallerberdina Station.

The department is committed to ensuring that the views of the Adnyamathanha people are taken into account in determining a location for the Facility. To achieve this, the department is willing to contribute up to s47G to facilitate VYAC gaining a view of its members. Payment will be provided upon receipt of an invoice and a copy of the notice to members informing them of the opportunity to vote. The result of this vote will be provided to Minister Canavan, forming part of his assessment determination of community support for the Wallerberdina Station community.

Please respond to this letter in writing to confirm the date for the meeting at which the vote will take place. Please ensure the meeting is held before **17 September 2018** so that that department can include the result in its assessment of community sentiment to the minister.

We would like to highlight that through the work of the Heritage Working Group, with which VYAC participated, the department is confident that the proposed site on Wallerberdina Station will not impact any sites of known Aboriginal heritage. However, if Wallerberdina Station is selected to host the facility, the department has committed to develop an Aboriginal Cultural Heritage Management Plan to manage cultural heritage values at and around the site.

In addition, the department has committed to a \$31 million Community Development Package for the community that hosts the Facility. This package will focus on building skills and capacity of the community to prepare for, and maximise, the benefits from the construction and operation phases of the Facility. This includes up to \$3 million of dedicated funding to support local Aboriginal cultural heritage and economic development.

Thank you again for your support throughout this process.

Yours sincerely,

Sam Chard

General Manager

National Radioactive Waste Management Facility Taskforce

16 August 18

radioactivewaste.gov.au

National Radioactive Waste Section | The Department of Industry, Innovation and Science
GPO Box 9839 Canberra ACT 2601 ABN: 74 599 608 295

1



Australian Government
Department of Industry,
Innovation and Science

National Radioactive Waste Management Facility

s47F(1)

Chair
Viliwarinha Yura Aboriginal Corporation

Dear s47F(1)

Thank you for the ongoing engagement of the Viliwarinha Yura Aboriginal Corporation (VYAC) with the department in relation to the National Radioactive Waste Management Facility (the Facility). I am writing to seek VYAC's agreement to hold a ballot of its members to determine their support for the Facility to be sited at Wallerberdina Station.

The department is committed to ensuring that the views of the Adnyamathanha people are taken into account in determining a location for the Facility. To achieve this, the department is willing to contribute s47G to facilitate a vote of its members. The result of this vote will be provided to Minister Canavan, forming part of his assessment determination of community support for the Wallerberdina Station community.

We would like to highlight that through the work of the Heritage Working Group, with which VYAC participated, the department is confident that the proposed site on Wallerberdina Station will not impact any sites of known Aboriginal heritage. However, if Wallerberdina Station is selected to host the facility, the department has committed to develop an Aboriginal Cultural Heritage Management Plan to manage cultural heritage values at and around the site.

In addition, the department has committed to a \$31 million Community Development Package for the community that hosts the Facility. This package will focus on building skills and capacity so that a community can prepare for, and maximise, the benefits from the construction and operation phases of the Facility. This includes up to \$3 million of dedicated funding to support local Aboriginal cultural heritage and economic development.

Please respond to this letter in writing to confirm the date for the meeting at which the vote will take place. Please ensure this is before **17 September 2018** so that that department can include the result in its assessment of community sentiment to the minister.

Thank you again for your support throughout this process.

Yours sincerely,

Samantha Chard
General Manager
National Radioactive Waste Management Facility Taskforce

15 August 18

14/2/17



Australian Government
Department of Industry,
Innovation and Science

s47F(1)

Chairperson
Viliwarinha Yuras Aboriginal Corporation

Dear s47F(1)

Thank you for the ongoing engagement of the Viliwarinha Yuras Aboriginal Corporation (VYAC) with the Department of Industry, Innovation and Science (the **department**) in relation to the National Radioactive Waste Management Facility (**Facility**). I am writing to seek VYAC's agreement to nominate three members to a Working Group involving VYAC, the Adnyamathanha Traditional Lands Association (ATLA) and the department. This Working Group would be a means to engage on issues associated with the shortlisted site for a possible facility at Wallerberdina Station.

As indicated by Minister Canavan at Yappala Station on the 3rd of November 2016, and more recently in Canberra on the 1st of February 2017, the Australian Government remains committed to working with VYAC and ATLA to ensure that the interests of the Adnyamathanha people are fully taken into account in the further consideration of the nomination. This includes the identification and appropriate protection of any sensitive cultural and heritage values associated with the site. More broadly, it will also ensure ongoing engagement on social and economic matters relevant to VYAC and ATLA.

As you would be aware, in recent months the Minister and the department have received numerous representations from members of the Adnyamathanha community on a range of matters related to the consideration of the facility at Wallerberdina. To ensure that our process fairly and transparently takes into account these interests, and meets the future requirements of the various approvals processes, (should the nomination proceed in the process) the Minister has requested that this Working Group be established as a priority.

As such, I write to invite the Board of VYAC to consult with their members and appoint three members to take part in the Working Group and to authorise those members to represent the interests of VYAC on the Working Group. The department will also invite ATLA to nominate three members to the Working Group on a similar basis.

I also wish to be clear that the Government understands that the establishment of the Working Group in no way affects the rights of the VYAC and ATLA Boards as the decision making bodies for their members. It also does not constitute support by VYAC or ATLA for the facility or the nomination at Wallerberdina Station.

The primary purpose of the Working Group is to allow both VYAC and ATLA to separately provide their members' views to the department. It will also allow the department to work openly and transparently, noting the respective interests of VYAC and ATLA.

While representation is ultimately a matter for VYAC, in our view it would be most effective if senior members of VYAC were able to participate in the Working Group given their deep connections with the land and community. The department has been working with s47F(1) as the nominated contact by ATLA and VYAC during the preliminary discussions. While again it remains a matter for the VYAC, I believe it would be helpful to maintain this connection through the Working Group or any nominated sub-groups.

The department will provide funding for the three members in accordance with the same rate as that used for Barndioota Consultative Committee members.

Given the unavoidable delays we have had in the process to date we would propose that the Working Group focus on the following matters at its first meeting, which, upon confirmation of availability of the VYAC and ATLA members, can be scheduled for the first or second week of March:

1. **General meeting protocols** – This will include how we will conduct business, the frequency of the meetings and locations, as well as the scope of support to be provided by the department.
2. **Aboriginal Cultural Heritage Assessment** - To progress with the Aboriginal Cultural Heritage Assessment an agreement is required between the department and VYAC and ATLA. It will set out how the assessment of Aboriginal heritage values in the area that may be impacted by the Facility can be undertaken, and, how impacts to those Aboriginal heritage values may be avoided, minimised or mitigated.

The agreement will include the processes and resources needed to achieve an assessment led by an agreed expert anthropologist and/or archaeologist, who is seen as sufficiently independent enough to deliver a robust heritage assessment.

I invite VYAC and ATLA to recommended one or two anthropologists/archaeologists who are sufficiently independent from all parties to lead the Aboriginal Cultural Heritage Assessment. The department will also provide some nominations who have been recommended as experts, and who are familiar with South Australia.

3. **Cultural Awareness Training** – Advice to the department and agreement as to the cultural awareness training that the department will undertake.
4. **Economic Opportunities** - Initial discussions regarding possible economic opportunities available to VYAC and ATLA in the event the facility progresses, including benefits that would assist in protecting Aboriginal cultural heritage in the area.
5. **Education and Knowledge** - Initial discussions regarding education and knowledge of the project and the facility.

The department acknowledges that the nomination requirement for the Working Group requires the VYAC Board to convene a meeting of VYAC members to discuss this issue. To assist with member participation, transportation and venue costs, the department will contribute funding up to a total cost

s47G(1)

Further, if it is of assistance, I can be available to attend the meeting to provide a presentation that includes an overview of the facility and Working Group. The department members would not remain at the meeting after the presentation.

To finalise the nominations, please complete and return this letter, which provides Board authorisation for three members to represent VYAC on the Working Group.

If you have any questions, please contact Mr Michael Sheldrick, General Manager Onshore Energy Branch on 02 6243 7384 or michael.sheldrick@industry.gov.au.

Yours faithfully



Bruce Wilson

industry.gov.au

Industry House - 10 Binara Street, Canberra City, ACT 2601
GPO Box 9839 Canberra ACT 2601 ABN: 74 599 608 295

We, _____ and

_____ each being a Director of VYAC:

warrant that VYAC can ascertain and has an interest in managing the traditional, social, economic, environmental and cultural impact of the Facility, including the values of the land under consideration for the Facility; and confirm that the Board of VYAC has appointed the following 3 members of VYAC to take part in the Working Group and has authorised those members to represent the interests of VYAC and its members on the Working Group, including to consult about the Facility and to negotiate an agreement with the Commonwealth about the Facility, as described above.

Attached is a copy of the resolution passed at the Board meeting dated _____.

Working Group Members appointed by VYAC:

[Name]

[Address]

[Email address]

[Phone number]

[Name]

[Address]

[Email address]

[Phone number]

[Name]

[Address]

[Email address]

[Phone number]

Common seal of VYAC:

ATTACHMENT A – GENERAL CONDITIONS FOR SERVICES

1. INTERPRETATION

1.1 In this Contract, unless the contrary intention appears, the term:

AEC	means the Commonwealth of Australia as represented by the Australian Electoral Commission;
AEC Material	means any Material owned by or licensed to the AEC at the commencement of this Contract;
AEC Personnel	includes the officers, employees, volunteers, agents, invitees and contractors of the AEC;
AEC Returning Officer	means the person, the AEC appoints to assume the responsibilities of returning officer set out in paragraph 3;
Background Intellectual Property	<p>means Intellectual Property:</p> <ul style="list-style-type: none">(a) owned by a party at the commencement date specified in clause 2.1 including any development of that Intellectual Property;(b) owned by a third party and licensed to a party for the purposes of the Contract; or(c) acquired or developed by a party (as evidenced by documentary evidence) independently of the Contract;
Ballot	means the conduct of a secret vote allowing eligible Voters to identify their preferred choice of presented options, including, but not limited to the acceptance or rejection of a workplace agreement;
Candidate	means a person standing for election;
Client	includes the officers, employees, volunteers, agents, invitees and contractors of the Client;
Client Material	means any Material provided by the Client to the AEC for the purposes of this Contract;
Client Representative	means the person the Client appoints to assume the responsibilities of client representative outlined in paragraph 4;
Confidential Information	means information that the parties agree in writing before or after the date of this Contract is confidential;
Contract	means this contract, comprising the documents listed in paragraph 1.1;

Contract Material	means all Material (other than Client Material) supplied, created or collected, or required to be supplied, created or collected, as part of, or for the purpose of performing, the AEC's obligations under this Contract;
Declaration of Results	means a formal statement declaring the result of the ballot;
Election	means the conduct of a vote allowing eligible Voters to choose representatives;
Electoral Services	means the services set out at paragraph 2;
Fee	means the fee for the provision of Electoral Services by the AEC set out in the Letter;
Intellectual Property	includes all copyright, all rights in relation to registered and unregistered trademarks (including service marks), registered designs, and circuit layouts, and all other rights resulting from intellectual activity in the industrial, scientific, literary or artistic fields;
Letter	means the letter accompanying this Attachment A;
Material	includes information and the subject matter of any category of Intellectual Property rights;
Notice or Notify	means providing notification in accordance with the process set out at clause 10;
Offer	means the offer to provide the Electoral Services to the Client made in the Letter;
Roll	means the list of Voters the Client provides to the AEC in accordance with clause 3.1;
Scrutineer	means a person duly appointed in accordance with clause 3.4 to observe the counting of the votes;
Term of Contract	means the term of this Contract as set out in clause 2.1;
Voters	means all people entitled to vote at a Ballot or Election; and
Workplace Relations Laws	means any applicable workplace relations, occupational health and safety, and workers' compensation laws.

1.2 Words and expressions appearing within brackets and inverted commas whether in the recitals or operative provisions are defined expressions that take their meaning from the context to which they relate.

1.3 In this Contract, unless the contrary intention appears:

- (a) words importing a gender include any other gender;

- (b) a singular word includes the plural and vice-versa;
- (c) all references to:
 - (i) the AEC are references to the Australian Electoral Commission as constituted by the *Public Governance, Performance and Accountability Act 2013*;
 - (ii) currency are references to Australian legal currency and references to weights and measures are references to Australian legal units of weight and measurement; and
 - (iii) legislation are references to Commonwealth legislation unless indicated as legislation of the relevant State or Territory applicable in accordance with the circumstances;
- (d) a reference to a:
 - (i) clause is a reference to a clause in this Attachment A and includes a reference to a subclause of that clause; and
 - (ii) paragraph is a reference to a part of speech equivalent to a clause in the Letter.

2 TERM

- 2.1 This Contract will commence on the date the Client accepts the Offer and will expire on the date the AEC provides the Client with the Declaration of Results.
- 2.2 The AEC will provide the Declaration of Results to the Client, once satisfied that the count is complete.

3 CLIENT OBLIGATIONS

Provision of Client Material to the AEC

3.1

s47G(1)

3.2 The details of Voters must include:

- (a) Given Names;
- (b) Surname;
- (c) Postal Address;
- (d) Suburb;
- (e) State;
- (f) Postcode; and
- (g) Other details advised in writing by the AEC from time to time.

Providing Voters with Notification of Ballot/Election

- 3.3 Subject to written agreement the AEC will provide this Electoral Service to the Client for a Fee, otherwise the Client must provide Voters with the notification of the Ballot or Election, in accordance with paragraph 5 for Ballots and Elections within the agreed timeframe.

Appointment of Scrutineers

- 3.4 The Client is to provide the AEC with details of the appropriate contact person(s) in writing for the duly constituted 'Yes' and 'No' case campaign group(s) (the Nominated Contacts).
- 3.5 The Client and the Nominated Contacts will be responsible for lodging the appointment of Scrutineers form, or similar documentation, in accordance with clause 3.8 below to appoint Scrutineers.
- 3.6 Scrutineers may be appointed to represent:
- (a) the Client;
 - (b) the Outback Communities Authority,
 - (c) the duly established 'Yes' case campaign group; and
 - (d) the duly established 'No' case campaign group.
- 3.7 The Client, the duly established 'Yes' case campaign group and the duly established 'No' case campaign group are not entitled to be represented at the scrutiny by a number of Scrutineers that is greater than the number of officers who are engaged in the counting of ballot papers.

For example, if there are four (4) officers engaged in the counting of ballot papers, then the Client, the Outback Communities Authority, the duly established 'Yes' case campaign group and the duly established 'No' case campaign group may each appoint up to four (4) Scrutineers.

- 3.8 The AEC will provide a form which may be used for the purposes of appointing Scrutineers. Scrutineer appointments must be lodged using the provided form, or similar documentation, with the AEC Returning Officer prior to the commencement of the scrutiny (i.e. before the counting of ballot papers).

Work Health and Safety

- 3.9 The Client must comply with its obligations under Workplace Relations Laws and must not by act or omission place the AEC in breach of its obligations under Workplace Relations Laws.

Access to Client premises

- 3.10 The Client must provide AEC Personnel with access to the Client's premises for the purposes of and to the extent necessary for the AEC to perform its obligations under this Contract.
- 3.11 The Client must comply with Workplace Relations Laws when providing AEC Personnel access to the Client's premises.

Public Liability insurance

3.12 s47G(1)

4 PAYMENTS

Fees

- 4.1 The Letter sets out the Fee for the Electoral Services.
- 4.2 Upon request from the Client, the AEC will provide quotations for variations to the Electoral Services.

Taxes

- 4.3 The Client must pay all taxes, duties and government charges that relate to this Contract.

GST

- 4.4 The following terms have the meanings respectively given to them in the *A New Tax System (Goods and Services Tax) Act 1999* (Cth): consideration; GST; input tax credit; supply; taxable supply; and tax invoice.
- 4.5 The Fees and all other consideration for any supply made under this Contract are inclusive of any GST imposed on the supply.
- 4.6 When the AEC makes a taxable supply to the Client under this Contract, on receipt of a tax invoice from the AEC, the Client must pay without set-off an additional amount to the AEC equal to the GST imposed on the supply in question. 4.7 No party may claim from the other party under this Contract any amount for which the first party may claim an input tax credit.

Invoicing

- 4.8 The AEC will submit a tax invoice to the Client for the Electoral Services after providing the Client with the Declaration of Results.
- 4.9 The due date for payment is 30 days after receipt of a tax invoice by the Client.

5 OBLIGATION OF THE AEC

- 5.1 The AEC accepts no responsibility in the provision of the Electoral Services for factors that are outside its immediate control.

5.2 s47G(1)

- 5.3 To the extent permitted by law, the AEC's liability to the Client under this Contract is limited to resupplying the Electoral Services.

- 5.4 This clause 5 survives the expiration or termination of this Contract.

6 INFORMATION MANAGEMENT

Intellectual Property

- 6.1 Nothing in this clause 6 affects the ownership of Background Intellectual Property.
- 6.2 Intellectual Property in any AEC Material and Contract Material remains or will vest in the AEC.
- 6.3 The Client grants to the AEC a worldwide, permanent, irrevocable, royalty-free, transferable, non-exclusive licence (including the right of sublicense) to use, reproduce, communicate, publish, modify, adapt and exploit anywhere in the world the Background Intellectual Property in the Client Material and any customisation or enhancements thereof not owned by the AEC for the purpose of using the Client Material.
- 6.4 The AEC grants to the Client a worldwide, permanent, irrevocable, royalty-free, transferable, non-exclusive licence (including the right of sublicense) to use, reproduce, communicate, publish, modify, adapt and exploit anywhere in the world the Intellectual Property in the Contract Material and any customisation or enhancements thereof not owned by the Client, for the purpose of using the Contract Material.

Confidential Information

- 6.5 Neither party will disclose to any person other than the other party any Confidential Information relating to this Contract without prior approval in writing from the other party. A party is not in breach of this clause if disclosure is authorised or required by law, to necessary employees, or, in the case of the AEC, to the responsible Minister or in response to a request by a House or a Committee of the Parliament.

Personal Information

- 6.6 Where the AEC deals with personal information in respect of providing Electoral Services, the AEC will comply with the Australian Privacy Principles in the *Privacy Act 1988*.

7 NEUTRALITY

- 7.1 The Client must:
 - (a) respect the strict political neutrality of the AEC; and
 - (b) not associate the AEC in any way with any political activity that it undertakes.

8 TERMINATION

- 8.1 Subject to the parties rights in the event of a breach of this Contract, either party may by written Notice to the other terminate this Contract. If the Client terminates, it must pay the AEC for any costs incurred by the AEC to the date of the AEC receiving the Notice (but not to exceed the fee in clause 4.1).

9 NON EXCLUSIVE

- 9.1 Nothing in this Contract limits the AEC's right to enter into, or perform under, contracts with other customers, while this Contract is in force.

10 NOTICES

10.1 Notices, communications and requirements given under this Contract must be made in writing and delivered by prepaid postage, by hand, facsimile or e-mail to the relevant party at the address of the:

- (a) AEC Returning Officer, if the AEC; or
- (b) Client Representative, if the Client.

10.2 A Notice, consent or other communication that complies with this clause 10 is regarded as given and received:

- (a) if it is sent by mail:
 - (i) within Australia – three Business Days after posting; or
 - (ii) to or from a place outside Australia – seven Business Days after posting;
- (b) if it is delivered or sent by facsimile, when the machine from which it is sent produces a report that states that it was sent in full (unless within 24 hours the addressee informs the sender that the transmission was received in incomplete or unreadable form); or
- (c) if sent by e-mail, when the sender receives either a computer generated receipt notification of the delivery of the email or a personal acknowledgement from the addressee of the email.

11 ASSIGNMENT AND NOVATION

11.1 The Client must not:

- (a) assign its rights; or
- (b) novate its obligations;

under this Contract without prior written approval from the AEC.

12 UNFORESEEN EVENTS

12.1 If performance by the AEC of its obligations under this Contract is delayed or prevented due to circumstances beyond its control, then the AEC shall be excused performance of such obligation as long as the prevention or delay lasts.

13 APPLICABLE LAW

13.1 This Contract will be governed by the law in force in the place the Electoral Services are being performed by the AEC.

End of Attachment A



Our Ref: the Flinders Rangers Council July 2018

s47F(1)

Chief Executive Officer
The Flinders Rangers Council
1 Seventh Street (PO Box 43)
Quorn SA 5433

Sent by email attachment

Dear s47F(1)

Quotation for Electoral Services

I refer to the request from the Flinders Rangers Council, ABN 43 952 255 151, (the 'Client') to the Australian Electoral Commission, ABN 21 133 285 851 (the 'AEC') to provide a quotation for the conduct of an election of a yes/no ballot.

The AEC offers to provide Electoral Services set out at paragraph 2 of this Letter for s47G(1) (GST inclusive) (the Fee) on the terms and conditions of this Contract. This quote is based on the information provided by the Client and will remain open for acceptance for 30 days. This Fee excludes the AEC performing the Notification to Voters described at paragraph 5 of this Letter and clause 3.3 of Attachment A.

1 CONTRACT

1.1 The AEC agrees to provide the Electoral Services at all times in the manner and to the standards set out in the following documents, all of which form this Contract:

- (a) this Letter;
- (b) Attachment A – General Conditions for Electoral Services; and
- (c) any other documents incorporated by reference.

1.2 Any inconsistencies between the documents included in this Contract are to be resolved by considering them in the order of priority set out in paragraph 1.1, so that provisions in documents higher in the order will take precedence over inconsistent provisions in documents lower in the order.

2 SERVICE DELIVERY

- 2.1 When providing the Electoral Services, the AEC will apply the following minimum standards:
- (a) the ballot will be secret;
 - (b) the AEC will only conduct an Election or Ballot in its entirety, from announcement to declaration;
 - (c) Voters will be informed of the event concerned;
 - (d) each Voter will have one vote, subject to the rules of the organisation concerned;
 - (e) Voters will be provided with a reasonable opportunity to vote;
 - (f) there will be provision for the appointment of scrutineers;
 - (g) the names on the roll of Voters are only available for viewing by Scrutineers under AEC supervision; and
 - (h) the Ballot Material will be retained by the AEC in accordance with requirements set by the Records Disposal Authority.
- 2.2 For the purposes of this Contract, the AEC will provide the following Electoral Services:
- 2.3 The AEC will provide the following Electoral Services to the Client:
- (a) a declaration voting system conducted by post for 1200 Voters, during the dates/times agreed with the Client; subsequent variations to the size and/or timing of the Ballot can only be made by agreement in writing with the AEC;
 - (b) the appointment of an AEC Returning Officer for the management of the Electoral Services during the Term of Contract;
 - (c) provision of all postal ballot materials;
 - (d) design and printing of ballot papers;
 - (e) provision of staff to conduct the Election;
 - (f) counting of the Election at The AEC, Level 9, 1 King William Street, Adelaide and
 - (g) a signed Declaration of Results.

3 AEC RETURNING OFFICER

- 3.1 The AEC Returning Officer has responsibility under this Contract for the ongoing management of the Electoral Services during the Term.

4 CLIENT REPRESENTATIVE

- 4.1 The AEC requires the Client to appoint a Client Representative. The Client Representative will have responsibility under this Contract for:
- (a) general liaison with the AEC;
 - (b) making arrangements for the payment of the AEC's Fees; and
 - (c) accepting and issuing any written Notice under this Contract.

5 NOTIFICATION TO VOTERS – BALLOT OR ELECTION

- 5.1 This paragraph 5 applies where the Electoral Services comprise the conduct of an Election or Ballot.

5.2 The AEC will prepare the Election or Ballot Notice with Client approval and sign-off and the client will determine the method of advertising to voters.

- (a) the Election or Ballot Notice must notify all Voters of:
- (i) nomination opening and closing dates and times (for Elections only);
 - (ii) AEC address for lodgement of nominations (for Elections only);
 - (iii) ballot opening and closing dates and times;
 - (iv) venue for voting, if applicable;
 - (v) where the ballot count will take place; and
 - (vi) the name and contact details of the AEC Returning Officer with advice that inquiries regarding Scrutineers, and other matters should be directed to the AEC Returning Officer.

6 ACCEPTANCE OF OFFER (INCLUDING COUNTERPARTS, FACSIMILIES AND PDF COPIES)

- 6.1 If you wish to accept this offer and engage the AEC to provide the Electoral Services, please arrange for an authorised person on behalf of the Client to sign the duplicate of this Letter and return it to the AEC.
- 6.2 This Contract may be executed in any number of counterparts. All counterparts will be taken to constitute one instrument.
- 6.3 An executed facsimile or PDF copy of this Contract is acceptable as an original.
- 6.4 You should contact the AEC immediately if you require variations to the Electoral Services. The Client will be liable for any additional costs that may be incurred by the AEC, if variations are required.

Yours sincerely

s47F(1)



State Manager for South Australia
13 July 2018

ACCEPTANCE

The Client agrees to accept the AEC's Offer to provide Electoral Services described in this Contract.

Signed for and on behalf of

[Name of Client]

ABN by

Signature:

Name :

Position:

Dated: 20

Stage 2 Request Form – PGPA Act s23 approval

This form is only required for all procurements over \$10,000 and all consultancies (irrespective of value).

For instructions on completing each field in this form, please see the [Approval Request Form Guidance document](#)

Procurement Description [As per AusTender Requirements]	Professional Advice on [INSERT DETAILS] Setup Working Group – VYAC meeting
Contact Officer	s22
Contract Manager	s22
Division/Branch/Section	Resources Radioactive Waste Management Project Taskforce
Delegate name and position	s22
PRI number (if applicable)	
Business case	
<p>The National Radioactive Waste Management project is setting up a working group composed of representatives from the Viliwarinha Yuras Aboriginal Corporation (VYAC) and the Adnyamathanha Traditional Lands Association (ATLA). The primary purpose of the Working Group is to allow both ATLA and VYAC to separately provide their members views to the department. This includes the aboriginal cultural heritage assessment, cultural awareness training, economic opportunities, education and knowledge.</p> <p>A meeting of the Viliwarinha Yuras Aboriginal Corporation (VYAC) is required to facilitate the nomination of three members to represent VYAC at the working group to represent VYAC. The Working Group will be responsible for an ongoing consultation process with the project, to assist in undertaking of Government's commitment to protect heritage and conduct an independent assessment.</p> <p>The project has negotiated to pay a flat rate of s47G for this meeting. An additional s47 has been included as a contingency for any unforeseen costs. This cost will cover VYAC's sitting fees, facility hire, travel costs, administration and associated expenses.</p>	
Does the Indigenous Procurement Policy (IPP) apply?	Yes
Is this considered a remote contract under the IPP?	No
If the Indigenous Procurement Policy applies, did you find a suitable Indigenous supplier? If 'No' explain why	No, the supplier is not a member of Supply Nation. However, exemption 2 item 17 applies: "procurement of goods and services from an SME with at least 50 per cent Indigenous ownership"
Is this a new Capital asset or an addition to an existing Capital asset? (ICT USE ONLY)	N/A
Contractor/supplier & specified personnel (if applicable)	Not applicable
Creditor code (if known) [please indicate if this is an overseas supplier]	
Panel SON Number (if applicable)	
Procurement method	Limited Tender
Funds source, Cost centre, Natural account code, Project code	A524-6233

[Format: X-XXX-XXXX-XXXXX]	
Does your contract contain a Contingent liability?	No
Is Section 60 Approval required?	No
Section 60 Approval outline	
Value of contract (GST inclusive)	s47G
Extension option value (GST inclusive)	\$0
Total contract value (GST inclusive) [including extension option value]	s47G
Is future year funding required? [if 'Yes' provide details below]	Select from the list 2016/17 - s47G
Process outcome (Value for money) justification	
<p>Value for money can be justified as:</p> <ul style="list-style-type: none"> - The project has already negotiated cost with the indigenous groups to s47 - A competitive approach to market would not be suitable for this procurement due to the nature of the procurement. The VYAC is 1 of 2 local Aboriginal associations that we will be approaching in the area that have interest in the nominated site of Wallerberdina Station. The Government has committed to undertaking consultation with the relevant Aboriginal groups in the area and VYAC is the representative body for the traditional owners in relation to native title and therefore identification of cultural heritage and knowledge in the area. 	
Contract type	Services
Proposed initial agreement start <u>OR</u> delivery date	14/02/2017
Proposed initial agreement end date	30/06/2017
Are there any extension options in the contract?	No
Proposed extension option(s) [Number of options and Period of options]	
Draft contract attached? If 'No' explain why	No This is a retrospective procurement. A letter has been attached.
Evaluation report attached? If 'No' explain why	No
The risks relating to the procurement have been considered and are deemed low and acceptable? *	Agree
* If 'Disagree' is selected above, please complete and attach the Procurement Risk Management Plan	
Procurement risk rating	Low

If you require any additional assistance completing the form after reading the Guidance document, please contact your divisional support team. Contact details for each division can be found on the [Stage 1 and 2 Request Forms](#) page on the Procurement and Grants Toolkit.

s22

From: s22
Sent: Wednesday, 15 August 2018 3:26 PM
To: s22
Subject: FW: For approval: funding for VYAC meeting on support for NRWMF [DLM=For-Official-Use-Only]

s47F(1)

let me know if you need anything else.

For Official Use Only

From: s22
Sent: Wednesday, 15 August 2018 2:58 PM
To: s22
Cc: Chard, Sam ; Wilson, Bruce
Subject: Fwd: For approval: funding for VYAC meeting on support for NRWMF [DLM=For-Official-Use-Only]

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Cheers

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Manager - Site Selection

s22

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Site Selection Team

National Radioactive Waste Management Facility Taskforce
Northern Australia and Major Projects Division

Department of Industry, Innovation and Science

Level 5, Industry House
10 Binara Street, Canberra City ACT 2601

s22

Internet: <http://www.industry.gov.au>

ABN 74 599 608 295

For Official Use Only

s22

From: s22
Sent: Tuesday, 17 July 2018 12:24 PM
To: s47F(1)
Cc: s22
Subject: RE: FOR ACTION: Service Agreement & Attachment A [SEC=UNCLASSIFIED]

Hi s47F

Thank you for sending this through. We'll include the amount of s47G(1) (GST inclusive) against **Work Package 1: Engage AEC to conduct vote** in the contract between FRC and DIIS.

As soon as we have received a figure for **Work Package 2: Council Administration Expenses** from FRC, DIIS and FRC can execute the contract between us.

Speak soon,

s22

Site Selection Team
National Radioactive Waste Management Taskforce
Northern Australia and Major Projects Division

s22

Department of Industry, Innovation and Science
Level 5, Industry House
10 Binara Street, Canberra City ACT 2601

UNCLASSIFIED

From: s47F(1)
Sent: Tuesday, 17 July 2018 12:01 PM
To: s22
Subject: FW: FOR ACTION: Service Agreement & Attachment A [SEC=UNCLASSIFIED]

s22

This is the quote from AEC, is this OK to approve?

Regards

s47F(1)
Chief Executive Officer



The Flinders Ranges Council
A: PO Box 43, Quorn SA 5433
P: 08 8620 0500
E: ceo@frc.sa.gov.au
W: www.frc.sa.gov.au

The Flinders Ranges Council is committed to providing our customers with excellent service. If we can assist you in any way, please either telephone (08) 8620 0500 or visit our website: www.frc.sa.gov.au

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No representation is made that the email or any attachment(s) is free of viruses or other defects. Virus scanning is recommended and is the responsibility of the recipient.

THINK BEFORE YOU PRINT

From: s47F(1) >
Sent: Tuesday, 17 July 2018 11:19 AM
To: s47F(1) >
Subject: FW: FOR ACTION: Service Agreement & Attachment A [SEC=UNCLASSIFIED]

Hi s47

I have received advice that the email I sent last Friday was not delivered.

Are you able to confirm that you have indeed received the Service Agreement and attachment A?

Regards

s47F(1) | Manager
Industrial & Commercial Elections Section | SA State Office
Australian Electoral Commission

s47F(1)



Make sure you're **enrolled to vote**.
Visit www.aec.gov.au

From: s47F(1)

Sent: Friday, 13 July 2018 4:51 PM

To: s47F(1)

Subject: FOR ACTION: Service Agreement & Attachment A [SEC=UNCLASSIFIED]

Hi s47F(1)

Please find attached the contract for Electoral Services and attachment A.

Please don't hesitate to contact me should you require any additional information.

Regards

s47F(1) | **Manager**

Industrial & Commercial Elections Section | SA State Office
Australian Electoral Commission

s47F(1)



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DISCLAIMER:

If you have received this transmission in error please notify us immediately by return email and delete all copies. If this email or any attachments have been sent to you in error, that error does not constitute waiver of any confidentiality, privilege or copyright in respect of information in the email or attachments.

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From: s22
Sent: Wednesday, 15 August 2018 2:58 PM
To: s22
Cc: Chard, Sam; Wilson, Bruce
Subject: Fwd: For approval: funding for VYAC meeting on support for NRWMF [DLM=For-Official-Use-Only]
Attachments: Letter to VYAC - facility vote August 2018.docx; Stage_2_Request_Form - VYAC meeting 1.0.docx; Letter to VYAC - signed 14.2.17.pdf

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Manager - Site Selection

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Internet: <http://www.industry.gov.au>

ABN 74 599 608 295

For Official Use Only

s22

From: s22
Sent: Wednesday, 15 August 2018 3:28 PM
To: s22
Subject: RE: For approval: funding for VYAC meeting on support for NRWMF [DLM=For-Official-Use-Only]

Thanks s22

s22

Site Selection Team
National Radioactive Waste Management Taskforce
Northern Australia and Major Projects Division

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Cc: Chard, Sam <Sam.Chard@industry.gov.au>; Wilson, Bruce <Bruce.Wilson@industry.gov.au>
Subject: Fwd: For approval: funding for VYAC meeting on support for NRWMF [DLM=For-Official-Use-Only]

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From: s22
Sent: Wednesday, 15 August 2018 3:33 PM
To: Chard, Sam; s22
Cc: Wilson, Bruce; s22
Subject: RE: For approval: funding for VYAC meeting on support for NRWMF [DLM=For-Official-Use-Only]

Hi Sam,

Please see, for your approval and signature, the letter s22 has drafted in relation to the ballot/meeting for VYAC members to determine their support for the facility:
<https://dochub/div/resources/programmesprojectstaskforces/nationalradioactivewaste/stakeholderdocs/Letter%20to%20VYAC%20-%20facility%20vote%20August%202018.docx>

We are also seeking s23 approval for s47G to facilitate this activity.

Please advise of any changes you require.

Thanks,

s22

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From: s22
Sent: Wednesday, 15 August 2018 2:58 PM
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Cc: Wilson, Bruce; s22
Subject: RE: For approval: funding for VYAC meeting on support for NRWFM [DLM=For-Official-Use-Only]

Hi Sam,

Please see, for your approval and signature, the letter s22 has drafted in relation to the ballot/meeting for VYAC members to determine their support for the facility:
<https://dochub/div/resources/programmesprojectstaskforces/nationalradioactivewaste/stakeholderdocs/Letter%20to%20VYAC%20-%20facility%20vote%20August%202018.docx>

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Subject: Fwd: For approval: funding for VYAC meeting on support for NRWFM [DLM=For-Official-Use-Only]

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ABN 74 599 608 295

For Official Use Only

s22

From: Radioactive Waste
Sent: Thursday, 16 August 2018 4:01 PM
To: s47F(1)
Cc: s22
Subject: VYAC facility sentiment [SEC=UNCLASSIFIED]
Attachments: Letter to VYAC - facility sentiment August 2018.pdf

Security Classification:
UNCLASSIFIED

Dear s47F

Please find attached the letter from the department outlining our offer to facilitate VYAC gaining a view of its members as to the proposed National Radioactive Waste Management Facility at Wallerberdina Station.

Regards

s22

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National Radioactive Waste Management Facility Taskforce
Northern Australia and Major Projects Division

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