



Australian Government

Department of Industry

Department of Industry, Science, Energy and Resources

AusIndustry

Request for Tender

Contact Centre Services 2022

Attachment 1- Statement of Requirements

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1 Instructions to Tenderers

- i. The Department of Industry, Science, Energy and Resources (the Department) requires the services of a suitably qualified and experienced Contact Centre Services provider that can provide and meet the expectation of the service outlined in this Statement of Requirements (SOR).
- ii. In **Attachment 4 - Tender Response Form**, Tenderers should:
 - a. use Section 2 as part of their responses to the Evaluation Criteria how they meet to highlight how they satisfy the technical and operational requirements of the Department set out in this SOR; and
 - b. use Section 4 to indicate their level of compliance with all clauses in this SOR. If a Tenderer is unable to meet any requirements of the SOR, they should outline by exception the proposed departure from the requirements or provide a non-compliance statement against the item in this Section 4 for further information of the Department.
- iii. The SOR has been drafted with the term "Contractor" and "Tenderer" to be used interchangeably. It is intended that the SOR will be used to populate the contract for services. All requirements will be reviewed and agreed between the Department and the preferred Tenderer prior to any written contract being formed.
- iv. Where the Contractor "may" be required to do something, this has the meaning that if the Department does require this it must be done by the Contractor at the Contractor's cost.
- v. Unless expressly stated otherwise, all of the obligations of the Contractor in this SOR, however expressed and whether expressed as a must, as required, as optional or at the discretion or decision of the Department, are at the cost of the Contractor.

2 Contract Management & Administration

2.1 Contract Management of the Deed of Standing Offer

2.1.1 The Department and the Contractor agree that the following roles will be assigned to staff within each organisation for purposes of managing the Deed of Standing Offer:

- a. **Contract Executive** – This role will be:
 - the most senior representative from each organisation that has the ability to make binding decisions on behalf of the organisation they represent.
- b. **Contract Manager** – This role will:
 - be responsible for Managing the Deed of Standing Offer;
 - be the escalation point for parties to seek information; and
 - attend bi-annual meetings to discuss the Deed of Standing Offer.

2.2 Account Management Team for Work Orders

2.2.1 The Department and the Contractor agree that the following roles will be assigned to staff within each organisation for purposes of managing any Work Orders agreed under the Deed:

- a. **Account Executive / Contract Delivery Executive** - This role will be:
 - the most senior representative from each organisation that has the ability to make binding decisions on behalf of the organisation they represent.
- b. **Account Manager / Contract Delivery Manager** – This role will:
 - manage the day-to-day business delivery of the contract; and
 - be responsible for attending all management meetings.
- c. **Technical Advisor (Subject Matter expert)** – This role will be responsible for attending all monthly meetings and must have a skill set and involvement in the Contractor's business that positions them to provide sound and accurate advice on issues that arise. The Technical Advisor will undertake the following duties:
 - Management of IT system issues and outages;
 - Provide subject matter expertise of the CRM and current issues; and

- Provide the Department access to call data and self-service reporting.

2.2.2 For clarity, there may be more than one person assigned to each role, however each work order must name the above three roles as a minimum requirement.

2.3 Relationship Principles

2.3.1 The parties agree to work together using the below three principles to guide the relations, interactions and develop the partnership into the future:

- Partnership focussed** – The Contractor should work with the Department in a true partnership, seeking out ways to improve the service and also help the Department's customers to seek out the information they require.
- Innovation and initiatives** – The Contractor and the Department will work together to continually look at new innovations, technology and initiatives to help develop the service over time.
- No Surprises** – The Contractor and the Department will work on the basis that there should be 'no surprises'. Both parties will raise potential problems and issues early with the other party, to constructively work through solutions.

2.4 Frequent Meetings and Contact

2.4.1 As a result of the nature of the Services, the Contractor must maintain a close relationship with the Department, which will include organising frequent meetings and contact for management of:

- Daily telephone contact and emails, and providing daily reports to the Department's Account Manager about:
 - referrals of any unusual calls or queries as appropriate or as requested by the Department;
 - contact with the Contractor's Contract Delivery Manager of the Services;
 - tactical/managerial level meetings to discuss strategic issues, on request; and
 - executive level meetings to discuss significant issues in relation to the relationship and performance, on request.

2.5 Scheduled Monthly Reviews

2.5.1 The Contractor must schedule and participate in a monthly review meeting to be held at the Department's premises in Canberra, or virtually via video/tele conference, as directed by the Department.

2.5.2 The Contractor must prepare and present a Service Management report and

prepare and present individual program reports for program areas who request a meeting.

- 2.5.3 The Service Management report must be in the format and contain the information outlined in **Section 10.10 - Service Management report**.
- 2.5.4 As part of the Services, the Contractor must ensure that a minimum of two personnel attend any meetings.
- 2.5.5 The purpose of these meetings is to:
 - a. review and report on the previous month's actions;
 - b. review the Monthly Service Management report;
 - c. conduct an overall review of the Contact Centre performance across all channels;
 - d. conduct an overall review of program results and trends, issues and risks arising;
 - e. consider program-specific recommendations for business improvement;
 - f. discuss potential future events or programs;
 - g. provide updates on the work-in-progress (WIP) register; and
 - h. Discuss new innovation and technology opportunities.
- 1.1.2 The Contractor must organise schedule and minute the outcomes of the Monthly Service Review.
- 1.1.3 The Contractor must manage an action register of all actions from the Monthly Service review. All actions must be managed by the Contractor or assigned party, to closure.
- 1.1.4 The minutes should be submitted to the Department within two (2) business days of the end of the meeting.

2.6 Quarterly Business Review

- 2.6.1 The Contractor must schedule and ensure its Account Executive and Account Manager are available to meet every quarter with the Department's senior executives and manager of the Services to participate in a quarterly business review.
- 2.6.2 Quarterly business reviews are to be held at the Department's premises in Canberra or virtually via video/tele conference, as directed by the Department.
- 2.6.3 The Contractor must as part of the Services, be available to attend and take minutes at such meetings, at its own cost.
- 2.6.4 The purpose of these meetings is to:
 - a. review the overall progress of program results and trends over the previous quarter;

- b. evaluate progress toward established goals;
- c. develop strategies for future improvements;
- d. review the Department-wide work with Contact management and achievement of program target outcomes;
- e. identify strategic major and long-term opportunities to improve delivery of programs currently supported by the Contact Centre;
- f. achievement of program target outcomes for the past three months;
- g. innovations and new technology in contact handling that can be made available to other programs;
- h. discuss industry trends and analysis; and
- i. provide updates on the work-in-progress (WIP) register.

2.6.5 The outputs of this meeting will be:

- a. Actions register identifying responsible parties against medium and long term strategic actions to improve service delivery and implement or investigate potential improvements;
- b. Meeting minutes; and
- c. Updated WIP register.

2.7 Unscheduled Meetings

2.7.1 From time to time the Department may require a meeting and request the attendance by representatives of the Contractor's account management team at the Department's premises in Canberra or virtually via video/tele conference, as directed by the Department.

2.8 Transition Meetings

2.8.1 During Transition In or Transition Out, the Contractor may be required to participate in meetings at the Department's premises in Canberra, or virtually via video/tele conference as agreed between the parties, as frequently as daily, and to participate in regular teleconferences with the manager of Services and other Department personnel.

2.9 Site Visits

2.9.1 The Contractor must allow Department personnel and personnel nominated by the Department to undertake Site visits to review activities, listen to calls, and meet with the Contractor's personnel.

2.9.2 The Contractor must document in the **Procedures Manual (refer section 3.1)**:

- a. how it will facilitate Site visits by the Department personnel and personnel nominated by the Department and its prior notification requirements;
- b. how it will facilitate the listening in by Department personnel and

personnel nominated by the Department of customer calls; and

- c. how it will facilitate periodic meetings of Department personnel and personnel nominated by the Department with Contractor Customer Service Representative's (CSR) and other Contractor personnel for the purpose of discussing the programs and issues and to receive direct feedback from CSRs.

2.10 Billing

- 2.10.1 The Contractor is required to provide to the Department, tax invoices in arrears for each billing period.
- 2.10.2 The billing period is expected to be monthly or as agreed between the Department and the Contractor.
- 2.10.3 The following is an indicative list of information required:
 - a. all Service charges related to the Services provided during the billing period;
 - b. breakdowns by Departmental / agency program to clarify how total amounts are derived;
 - c. comparison of charges to the related measurements for the billing period;
 - d. Pass Through Expenses the Contractor incurred during the billing period that directly relates to the Services (note: all Pass Through Expenses must be pre-approved by the Department in writing prior to invoicing); and
 - e. sufficient detail and/or explanation to allow the Department to verify the amounts invoiced.
- 2.10.4 Tax invoices should be supplied to the Department within 15 Business Days of the end of the previous month.
- 2.10.5 The Department will pay the Contractor on receipt of a correctly rendered invoice within 20 days of the invoice issue date.

3 Accreditation, Standards & Principles

3.1 Procedures Manual

- 3.1.1 The Contractor must:
 - a. develop a Procedures Manual that sets out the management and processes involved in providing the Services;
 - b. deliver the procedures manual for approval by the Department no later than the end of Transition in; and
 - c. The Procedure Manual should be an electronic, version-controlled record. Use of current technology e.g. HTML based or applications are

preferred.

- 3.1.2 The Contractor must review, update and resubmit the procedures manual for approval by the Department on an annual basis.
- 3.1.3 The Department will review the Procedures Manual and will either approve the Procedures Manual within 30 Business Days of submission, or provide feedback for the Contractor to action.
- 3.1.4 The Procedures Manual will be considered the Customers data, once delivered to the Department.
- 3.1.5 The Procedures Manual must include:

PROCEDURES MANUAL		
	Subject Topic	Processes incorporated
0	Contents and overview	Overview of the Procedures manual and contents
1	Workforce Management	Forecasting Rostering and Scheduling Peak Call Strategy (Avalanche) Ramp-up Strategy
2	Operations Management	CSR Work Instructions Quality Assurance Guidelines Customer service operations and complaints handling e.g. handling of harassing or aggressive Customers.
3	Account Management	Personnel and accountabilities Security clearance requirements Communications matrix Governance schedule and reports Ad-hoc requirements (Services and reports) Continuous improvement and innovation
4	Recruitment	Recruitment process
5	Training	Induction Cross-skilling Refresher Specialist Services
6	Project Management	Project governance Scoping Scheduling Budgeting Quality management Change management Communication Implementation Post- implementation review

7	Business Continuity Planning	Loss or the compromise of: • Sites • Personnel • Systems
8	Occupational Health and Safety	Occupational health and safety processes
9	Invoicing	Data Collection Validation Reports Timeline Approvals
10	Site visits	Site visit process
11	Security	Physical Site security IT security
12	Systems	User manuals for: • CRM • Reporting portal & call recording system

3.2 Accreditation

3.2.1 The Contractor is required to maintain accreditation (or similar) for the term of the contract, such as:

a. ISO 9001:20158

<https://www.iso.org/standard/62085.html>

b. CCCA Global Standard®

<https://www.cca-global.com/content/accreditation/>

c. ISO/IEC 27001:2013

[ISO - ISO/IEC 27001 — Information Security Management](#)

3.3 Contact Handling Standards

3.3.1 The Contractor is required to ensure that all Contact handling complies with call handling standards published by:

a. Auscontact Association

<https://www.auscontact.com.au/Programs/accreditation>

or

b. another generally recognised industry standard in Australia.

3.4 Confidentiality, Privacy and Conflict of Interest

- 3.4.1 As a result of amendments to the Privacy Act 1988 (Cth) (the 'Privacy Act') which commenced on 12 March 2014, the Privacy Act now contains thirteen new Australian Privacy Principles (APPs) which regulate the handling of personal information by Australian and Norfolk Island Government agencies and some private sector organisations. The APPs replaced the National Privacy Principles (NPPs) that applied to some private sector organisations and the Information Privacy Principles (IPPs) that applied to Australian Government agencies.
- 3.4.2 The Contractor is required to adhere to the APPs. The APPs can be found at <https://www.oaic.gov.au/privacy/australian-privacy-principles>
- 3.4.3 All of the Contractor's Personnel involved in providing the Services must execute a deed of confidentiality in the form specified by the Department, and may also be required to complete a conflict of interest declaration annually.
- 3.4.4 Any identified or perceived conflicts of interest must be brought to the attention of the Department Representative under the Deed of Standing Offer for further consideration.
- 3.4.5 The Contractor must provide the Services at all times in accordance with the Values and Code of Conduct of the Australian Public Service
<https://www.apsc.gov.au/working-aps/integrity/code-conduct>
- 3.4.6 The Contractor should be aware that misuse of information received in the course of delivering the Services, or unauthorised disclosure of that information, may be a breach of the Criminal Code Act 1995.

3.5 Security Standards

- 3.5.1 The Contractor must develop and deliver to the Department for its approval a security plan as part of the Procedures Manual.
- 3.5.2 The Contractor must provide a service, including IT systems, Sites and personnel which meet the appropriate levels as defined in the:
- a. Australian Government's Information Security Manual
(<https://www.cyber.gov.au/acsc/view-all-content/ism>)
 - b. Protective Security Policy Framework
(<https://www.protectivesecurity.gov.au/about>)
- 3.5.3 The Department may require the Contractor to provide details of whether its organisation's IT Security Systems, infrastructure and application that will be used to provide the Services have been subject to an assessment under ISO 270001 and/or by an Information Security Registered Assessor Assessment (IRAP).

3.6 Contractor Personnel Security

- 3.6.1 The Contractor must undertake a minimum of two reference checks for all personnel, unless otherwise authorised by the Department.

- 3.6.2 The Contractor must undertake a national police record check for all personnel, unless otherwise authorised by the Department.
- 3.6.3 The Contractor must not allow any personnel with a recorded criminal conviction to participate in the provision of the Services without the Department's prior written approval.
- 3.6.4 If requested by the Department, the Contractor must ensure that any personnel who work on specific Services as identified by the Department, undergo required checks before they commence providing the Services e.g. Working with Children, Working with Vulnerable People under relevant State or Territory legislation before they commence providing the Services.
- 3.6.5 The Contractor must ensure that all personnel with access to sensitive information (either obviously sensitive or as determined by the Department acting reasonably) obtain and maintain security clearance at a minimum level of Baseline clearance at all times. Contractor personnel subject to this requirement who are unable to obtain or maintain the minimum level of security clearance under this requirement must be withdrawn from the role(s) and replaced with personnel who is compliant.
- 3.6.6 In addition to the requirement at clause 3.6.5, on request and notification by the Department, acting reasonably, where the Department identifies that other Contractor personnel are required to hold a security clearance, the Contractor must ensure that those personnel obtain and maintain a minimum level of Baseline clearance at all times. Contractor personnel subject to this requirement who are unable to obtain or maintain the minimum level of security clearance under this requirement must be withdrawn from the role(s) and replaced with personnel who are compliant.

3.7 Security of Physical Location

- 3.7.1 The Contractor must ensure that its office Sites are physically secured from unauthorised entry.

3.8 Information Security

- 3.8.1 Notwithstanding the requirements set out in the Information Security Manual (ISM), the Contractor must:
- a. use application whitelisting;
 - b. patch applications;
 - c. configure Microsoft Office macro settings;
 - d. harden user applications;
 - e. restrict administrative privileges;
 - f. patch operating systems;
 - g. use multi-factor authentication;

- h. undertake regular backups; and
- i. engage in continuous improvement through regular IT security controls and risk assessment audits.

- 3.8.2 The Contractor must allow the Department or its agent to audit the processes and systems in use to ensure compliance with sections 2.8.1, 2.2.1 and 2.5.2.
- 3.8.3 If a discrepancy or non-conformance is found following any audit the Contractor will reimburse the Department for all costs associated with the audit.

3.9 Use of Department Domain Names

- 3.9.1 The Department may authorise the Contractor to use email addresses from the industry.gov.au or other Department owned domain names.
- 3.9.2 The Contractor must relay all email via the Department's mail infrastructure. The Contractor will be required to provide a small number of mail relay source addresses to allow the Department to relay email.
- 3.9.3 Emails sent using a Department owned domain name must:
 - a. be sent only for purposes of providing the Services;
 - b. contain notices or warnings as specified by the Department;
 - c. be classified, marked and handled according to the requirements of the PSPF; and
 - d. comply with Spam Act 2003 (Cth).

3.10 Accessibility of Documents

- 3.10.1 Website accessibility encompasses all disabilities that affect access to the web, including visual, auditory, physical, speech, cognitive and neurological disabilities. Website Content Accessibility Guidelines 2.0 (WCAG 2.0) <http://www.w3.org/TR/WCAG20/> identifies techniques to create and manage web content (including static and dynamic text, images, videos) in ways that are more accessible to people with disabilities.
- 3.10.2 The Department will ensure that electronic documents are accessible to all CSRs, Departmental personnel and customers, including those with a disability.
- 3.10.3 Selected reports and presentations provided by the Contractor must be published on the Department's intranet Sites to facilitate information sharing.
- 3.10.4 The Contractor must ensure that all reports and presentations are provided in an accessible format to the Department.

3.11 Quality Assurance Standards

- 3.11.1 The Department has a service charter which commits to ready accessibility, open communications and prompt service for all members of the public and stakeholders (Service Charter). The Service Charter relevant to this tender is:

- a. Department of Industry: <https://www.industry.gov.au/data-and-publications/customer-service-charter>

- 3.11.2 The Contractor must comply with the Department's Service Charter.
- 3.11.3 The Contractor must manage the Services to ensure consistency and quality of customer interactions.
- 3.11.4 The Contractor must develop and deliver to the Department for its approval quality assurance guidelines, as part of the Procedures Manual.
- 3.11.5 The quality assurance guidelines must apply to all Contacts handled or processed by CSRs including:
 - a. Inbound and outbound phone calls;
 - b. Written Contacts; and
 - c. Chat transcripts.
- 3.11.6 The Contractor must document in the quality assurance guidelines the quality assurance process including frequency of monitoring, method of monitoring, CSR coaching and any other relevant processes.
- 3.11.7 The Contractor must document in the quality assurance guidelines the scoring methodology for each Contact including any scoring categories and standards.
- 3.11.8 The Contractor must offer the Department the opportunity to participate in monthly scoring calibration sessions to ensure alignment with the Department's service expectations.
 - a. Meetings are to be hosted by the Contractor via teleconference; and
 - b. The Contractor will be responsible for the taking and distribution of meeting minutes.

3.12 Continuous Business Improvement

- 3.12.1 The Department will require the Contractor to provide ongoing analysis of the Services it provides, to ensure the Department's ongoing needs are met in the most cost-effective way. For example, the introduction of new technology, changes to the application of technology already in use, and enhanced reporting formats to inform about trends and emerging issues.
- 3.12.2 As part of providing the Services, the Contractor must:
 - a. develop a relationship with the Department or the relevant area within the Department, to provide feedback to ensure that Departmental information sources meet the needs of the Department's customers in respect of:
 - i. self-help information for customers;
 - ii. site navigation and interrogation;
 - iii. integration of related systems between the Department and the website; and

- iv. feedback from customers about useability, functionality, broken links, other problems and any other related matters; and
 - b. develop relationships within various sectors such as the small business sector to leverage benefits for small businesses and to develop capabilities to improve the delivery of tailored advice and support to customers.
- 3.12.3 The Contractor should consider program-specific feedback and suggestions for business improvement that will enhance the effectiveness and/or efficiency of a program.
- 3.12.4 The Contractor must put in place a continuous improvement process to ensure that its systems, software and processes, including training, remain at the forefront of the industry and responsive to the needs of the Department and its customers.
- 3.12.5 The Contractor must report on improvements via the monthly, quarterly meetings and provide the Department with innovation options to reduce costs as they arise.

3.13 Business Continuity and Disaster Recovery Plans

- 3.13.1 The Contractor must develop and deliver to the Department for its approval a business continuity and disaster recovery plan as part of the Procedures Manual.
- 3.13.2 The Contractor must maintain business continuity and disaster recovery plans that are tested and reviewed annually to a recognised standard (e.g. SAS 70, SSAE 16 etc.)
- 3.13.3 The business continuity and disaster recovery plan must address the loss of personnel who provide the Services due to:
 - a. tardiness;
 - b. illness;
 - c. transportation failures; and
 - d. other reasonable causes.
- 3.13.4 The business continuity and disaster recovery plan must address the loss of ICT including, but not limited to:
 - a. availability of workstations;
 - b. servers;
 - c. networks;
 - d. website access;
 - e. telecommunications;
 - f. IVR Services; and
 - g. other infrastructure relevant to the Services.
- 3.13.5 The business continuity and disaster recovery plan must address the loss of a

Site due to events such as, but not limited to:

- a. loss of utility Services (electricity, water, gas);
- b. gas leaks;
- c. heating;
- d. ventilation, and air conditioning (HVAC) failure;
- e. bomb threat;
- f. flood;
- g. pandemic;
- h. fire; and
- i. emergency drills.

3.13.6 Business continuity and disaster recovery plans must address losses of:

- a. less than thirty minutes;
- b. thirty minutes to two hours;
- c. two hours to one Business Day;
- d. one to five Business Days; and
- e. more than five Business Days.

3.13.7 The Contractor must be able to restore Services within no more than one Business Day and lose no more than one-day of data.

4 Contact Centre Operations

4.1 Location

- 4.1.1 The Contractor's Customer Service Representatives may deliver Services from home, i.e. Work from Home (WFH), however these arrangements must not adversely affect performance of the Services and call quality.
- 4.1.2 The Contractor must provide, if requested by the Department, CSRs to meet face to face with Customers and/or the Department, as part of the Service Delivery.

4.2 Hours of Operation – Standard Operating Hours

- 4.2.1 The Contractor must provide the Services during the Standard Operating Hours.
- 4.2.2 The Standard Operating Hours of the service is expected to be between 08:00 am and 08:00pm on a Business Day in any Australian time zone where a customer may be located, excluding National Public Holidays to assist customers who are unable to access support Services during Operating Hours.
- 4.2.3 The Department may request a change to Standard Operating Hours, and the Contractor must, unless the request is unreasonable, amend the hours of operation for a defined period of up to 3 months.

- 4.2.4 The Department may also request that some Services be delivered during the Standard Operating Hours, but on a limited or time restricted basis (i.e. 8.30am-5.30pm for some Services).

4.3 Hours of Operation – Non-Standard Hours

- 4.3.1 The Contractor must deliver services outside the Standard Operating Hours, or on weekends, if requested by the Department. Pricing for services outside of Standard Operating Hours are specified in the pricing schedule.
- 4.3.2 Some Services may require 24/7 delivery. In this event, the use of automated responses may be utilised pending approval from the Department.
- 4.3.3 In the event of State/Territory specific public holidays (i.e. a date that is not a National Public Holiday), opening hours must be agreed as required with a schedule of public holidays maintained by the Contractor.

4.4 24/7 Self-service

- 4.4.1 The Contractor may be required to provide outside of hours virtual self-service options via all channels. These may be via IVR, Artificial Intelligence powered or assisted chat pop ups or automated messages providing direction to the customer.

4.5 Call Back

- 4.5.1 The Contractor is required to offer customers who call outside Standard Operating Hours, during peak queue times, or during emergencies, the option to leave a request for a call back.
- 4.5.2 The Contractor must maintain sufficient capacity to accept all requests for a call back from all customers who choose to request one.

5 Customer Service Representative (CSR)

5.1 CSR

- 5.1.1 The Contractor must provide CSRs, and any other senior managers (as determined by the Department, acting reasonably, who:
- a. are based and working from Australia;
 - b. are fluent English language speakers with clear diction;
 - c. demonstrate strong customer service ethos and communication skills;
 - d. build rapport and ask questions to identify the key needs and situation of the customer;
 - e. can appropriately handle difficult/aggressive customers, in accordance with guidelines;

- f. can understand the customer situations/needs to determine the type of information or support to provide to the customer;
- g. convey information in accordance with the guidelines provided by the Department;
- h. adhere to policy and security requirements; and
- i. accurately record all relevant data. Relevant data items must be determined during transition and may be updated from time to time.

5.1.2 The Contractor must provide CSRs that have a range of expertise and/or qualifications, in line with the table at 5.3.5.

5.1.3 CSRs and CSR team leaders must provide advice and specialist support relating to Departmental programs.

5.2 Workplace Health and Safety

5.2.1 The wellbeing of CSRs is important to the Department.

5.2.2 The Contractor must fully comply with all relevant Workplace Health and Safety regulations relating to:

- a. CSR wellbeing;
- b. CSR turnover:
 - i. sick days;
 - ii. training days; and
 - iii. support programs available to CSRs;
- c. issues related to acoustic shock related to telephone equipment;
- d. issues related to other equipment failures or problems;
- e. safe work environments, including when WFH; and
- f. issues related to the building facilities and/or damage to the building facilities.

5.2.3 The Department may seek reporting on the Contractors compliance with their WHS obligations and if requested the Contractor must comply with such request.

5.3 Indicative CSR Skill Levels

5.3.1 All CSRs should be able to perform Contact Centre duties.

5.3.2 All CSR levels should be able to interact with customers via video conferencing utilising mediums such as MS Teams, WebEx, FaceTime, Skype etc.

5.3.3 The Department has provided an indicative CSR structure level at Table 5.3.5 where the CSRs have been classified into four indicative levels. This is provided as a proposed structure, and the Contractor may be able to provide additional or

different skill sets / levels.

5.3.4 All CSR levels must be suitably qualified and/or experienced to perform to the indicative duties as set out in the table 5.3.5 below.

5.3.5 **CSR Skill Table**

Level	Indicative skills and experience	Examples of duties
CSR Level 1	- Customer service experience - Digital literacy	- Be the first point of contact for customers - Provide technical support to Customers seeking assistance for the first time including those from culturally or linguistically diverse backgrounds - Follow procedures to triage contacts and provide transfers to other CSRs, Department areas or other Government service providers
CSR Level 2	- Customer service experience - Digital literacy - Research and analytical skills - Understanding of the state, territory and Commonwealth Government's assistance measures for business	- Provide Government program sign-up advice and assistance - Deliver customer information services and technical support across a range of topics - Research business information from a range of sources to provide assistance to customers in real-time
CSR Level 3	- Customer service experience - Digital literacy - Research and analytical skills - Skills or knowledge in a range of industry sectors (e.g. Business, Finance, IT, Hospitality, Agriculture) - Knowledge of the small business sector at industry and regional levels 3+ years of relevant work experience in small business disciplines	- Provide advice to customers who are seeking information about how to run, start or grow a business or and/or start-up activities. - Offer advice to customers with issues or concerns regarding their business activities. - Draw on extensive knowledge and conduct research on business information from a range of sources in real-time
CSR Level 4	- Customer service experience - Digital literacy - Research and analytical skills	Have a developed knowledge of the small business sector at industry and regional specific levels and of the state, territory and Commonwealth Government's assistance measures

	• Skills or knowledge in a range of industry sectors (e.g. Business, Finance, IT, Hospitality, Agriculture) • Knowledge of the small business sector at industry and regional levels • Understanding of the state, territory and Commonwealth Government's assistance measures for small business • 7+ years of relevant work experience in small business disciplines	for small business to ensure they can share accurate information with Customers. • Prepare scripts/questions and answers for topics related to small business support. • Develop presentations in conjunction with the Department relating to small business and Departmental programs. • Provide accurate advice on legislation, guidelines, regulations and other information & can navigate program parameters and provide explanations and advice to customers.
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- 5.3.6 The Contractor must develop CSR knowledge of both the small and medium business sector at industry and regional specific levels and of the state, territory and Commonwealth Government's assistance measures for small and medium business to ensure CSRs are informed about current and new information and services.

5.4 Flexible Working Arrangements

- 5.4.1 The Contractor may utilise CSRs working remotely within Australia, to deliver all or part of the Services (Remote Agents.)
- 5.4.2 The Contractor must ensure that Remote Agents have access to all of the systems required to perform their role.
- 5.4.3 The remote work arrangements must not impact the level of service or availability of the CSRs.
- 5.4.4 If the Contractor utilises flexible work arrangements, the Contractor must have a formal flexible work policy in place.

5.5 Additional Services (Ad-hoc)

- 5.5.1 The Contractor may be required to provide Ad-hoc Services related to the Services from time to time at the Department's request, including developing and implementing additional products and services.

5.6 Customer Service Representatives (CSR) Training - General Requirements

- 5.6.1 The Contractor must develop and deliver to the Department for its approval a

training plan, as part of the Procedures Manual.

- 5.6.2 The Contractor must ensure that CSRs are trained to:
- a. observe the highest standards of communications which includes excellent English language skills and clear diction;
 - b. answer each call, build rapport and ask questions to identify the key needs and situation of the customer;
 - c. understand customer situations to know which program information to provide to the customer;
 - d. convey information in accordance with the guidelines provided by the Department;
 - e. convey information word-for-word when Department guidelines indicate that legal requirements apply and require verbatim delivery; and
 - f. observe requirements for privacy and security.

5.7 CSR Capability Management & Training

- 5.7.1 The Contractor must provide a clear plan that guides the Capability management and training for the Contractor workforce.
- 5.7.2 The Contractor must supply a Capability management and workforce plan to the Department in the Procedures Manual.
- 5.7.3 The Contractor must provide all training related to Contact handling and customer service and ensure CSRs are competent and capable of delivering including:
- a. Site induction;
 - b. Contact handling techniques;
 - c. cultural awareness training, including material in Indigenous Australian culture;
 - d. security, privacy and confidentiality training, including Australian Government requirements;
 - e. freedom of information training;
 - f. use of the Translating and Interpreting Service (TIS) and the National Relay Service (NRS); and
 - g. handling difficult/aggressive customers.
- 5.7.4 The training should be competency based that tests the CSR level of knowledge on Contact handling at the completion of the training sessions. (i.e. E-learning or Gamification)
- 5.7.5 The training may be delivered via online learning or other similar method (e.g. Gamification).
- 5.7.6 The Contractor must provide the Department evidence of all training delivered to CSRs.

- 5.7.7 The Contractor must maintain a register of the training that has been completed by each CSR.
- 5.7.8 All CSRs must also attend training sessions covering a range of topics, for example:
- a. Cultural awareness with a focus on indigenous culture;
 - b. Mental health education and awareness;
 - c. Security, privacy and confidentiality;
 - d. Australian Public Service obligations and the Code of Conduct;
 - e. Dealing with difficult customers;
 - f. Dealing with customers with special accessibility issues;
 - g. Utilising the Translating and Interpreting Service (TIS) and the National Relay Service (NRS);
 - h. Access and equity; and
 - i. Ad hoc training as agreed between the parties.
- 5.7.9 After the initial training, all CSRs must attend refresher courses every 12 months.

5.8 Departmental training of CSR

- 5.8.1 The Department may run training sessions for CSRs that cover new programs or government initiatives. The Contractor must arrange for CSR attendance at these training sessions, as agreed between the two parties.
- 5.8.2 The Contractor must deliver and maintain program-specific training content provided by the Department including training about how specific scripts/questions and answers and guidelines are to be used.
- 5.8.3 The Department may make available subject matter experts to attend and contribute to Departmental and program specific training.

6 Customer Relationship Management (CRM)

6.1 Supply and use of a CRM

- 6.1.1 The Contractor must use a single source of truth (i.e. CRM system) to record and track contacts and interactions with Customers.
- 6.1.2 The Department uses its own implementation of Dynamics 365 for the purpose of managing and storing Customer Records / Relationship Management information. The Contractor cannot use the Department's CRM for the purposes of providing the Services.
- 6.1.3 All information collected by the Contractor in undertaking the Services must be

recorded in a CRM managed by the Contractor and be able to be seamlessly transferred to the Department's.

6.2 Contractor supplied CRM

- 6.2.1 The Contractor must use its own or a third-party, software / system for use as a CRM to deliver the Services.
- 6.2.2 The Contractor must host and support the CRM, and is responsible for all costs relating to the operating of the CRM.
- 6.2.3 If required, the Contractor is responsible for all costs related to the transfer of data from the CRM into the Department.
- 6.2.4 The Contractor CRM must be able to connect and transfer data to the Department's own data warehouse.
- 6.2.5 The Departmental users of the Contractors CRM must be provided with access to read and write the information that is contained within the CRM.
- 6.2.6 The Contractor must adhere to the Department's information security requirements and apply all necessary security to ensure the safety of all data in the CRM, at all times.
- 6.2.7 The Contractor should place a strong focus on automation and use of Artificial Intelligence in collecting data and information from Customers into the CRM.
- 6.2.8 The CRM must be configured to allow:
 - a. creation of new customer records (before a new customer record is created, check that customer is not already registered with the system);
 - b. update of customer records (with sufficient verification that it is the customer or their appointed delegate);
 - c. automatic linking of Contacts to customers;
 - d. manual linking of Contacts to customers;
 - e. searching for customers;
 - f. all contact types to be linked to customers;
 - g. capture and tracking of demographic and other detail regarding customers;
 - h. provision of a receipt number for contacts that can be provided to the customer;
 - i. retrieval Contact details via receipt number;
 - j. management of Contact status such as open, closed, on hold, etc;
 - k. reviewing of past Contacts by CSRs; and
 - l. other similar capabilities.

6.2.9 Information that must be collected and recorded in the CRM are:

- a. customer details, postcode and state;
- b. line of business;
- c. ABN;
- d. industry sector;
- e. location (including postcode) – to enable reporting by state, region, electorate etc.;
- f. new or established business/age of business;
- g. size of business – e.g.: number of employees;
- h. program type;
- i. subject of the query;
- j. specific details of the query;
- k. media source;
- l. Customer Service Representatives notes from the contact; and
- m. Customer rating of the call automatically loaded to the Customer record.

6.2.10 The CRM may also be required to collect the following information:

- i. case open datetimes;
- ii. case resolution datetimes;
- iii. the outcomes of cases (whether successful or not);
- iv. whether cases were resolved on first contact;
- v. the medium of contact (such as email, phone or chat);
- vi. the IVR path;
- vii. the channel entry point (phone number, email address etc. the client contacted); and
- viii. whether the contact was inbound or outbound.

6.2.11 It is expected that the CRM data can be used to produce reports (reports may be produced by the Contractor or the Department), based on:

- a. electorate locations of customers;
- b. regions by postcode;
- c. regional/metropolitan splits:
 - i. major cities of Australia;
 - ii. inner regional Australia;
 - iii. outer regional Australia;

- iv. remote Australia;
 - v. very remote Australia; and
 - vi. migratory;
 - d. State and Territory locations; and
 - e. classification by topics and segment by high level industry classifications according to ANZSIC codes (level 3).
- 6.2.12 The Contractor is required to provide access/logins and user guides for the CRM to Departmental Contact Centre staff.
- 6.2.13 All data & information within the CRM must be fully accessible to the Department at all times.

6.3 CRM Workflow System

- 6.3.1 The CRM must be able to be used to guide CSRs through defined workflows to reach the correct information, referral point or escalation contact for a particular customer and enquiry type.
- 6.3.2 The Contractor must ensure that the workflows in this system can be regularly, easily and quickly updated when the Department provides updated and/or additional information.
- 6.3.3 The system must enable monitoring of CSR usage of the system and adherence to the defined workflows.

6.4 System Integration Standards

- 6.4.1 If the Contractor is required to integrate or interface their systems with the Department's systems, industry and government standards must be applied and adhered to by the Contractor.
- 6.4.2 The Department will specify the required standards for each integration/interface instance.
- 6.4.3 The standards to be applied may include, but not be limited to, the following:
- a. AS4590 - Interchange of Client Information Standard;
 - b. Ability to consume data securely through authenticated REST API (JSON payload); and
 - c. Or as semi-structured data (CSV/PSV) uploaded to the Departments storage location (Azure Blob storage / SharePoint Online / SFTP).

6.5 Hosting & use of Cloud technology

- 6.5.1 Where government data, or data collected in the process of doing the Departments work, is hosted and/or kept in a cloud system, there must be consultation with the Department on how that is performed, prior to utilising the

cloud technology.

- 6.5.2 The Whole of Government Hosting Strategy (<https://www.dta.gov.au/our-projects/whole-government-hosting-strategy>) will inform the Department's direction to the Contractor on this issue which the Contractor must comply with and the Hosting Certification Framework (<https://www.hostingcertification.gov.au/>) provide direction and guidance to Tenderers around hosting of government data.
- 6.5.3 All data collected or produced by the Contractor must be hosted on an Australian based cloud using an Australian data centre, unless otherwise agreed by the Department in writing.
- 6.5.4 The Contractor must not, and must ensure that its personnel (including the personnel of its subcontractors) do not transmit, store, take the Department's data or allow the Department's data to be transmitted, stored or taken or accessed by any means outside of Australia, without the Department's prior written consent.

6.6 Appointments and Appointment Setting

- 6.6.1 The Contractor may be required to use a system which allows CSRs to create, modify and delete customer appointments.
- 6.6.2 The Contractor must allow the Department's staff to create, modify and delete Customer appointments.
- 6.6.3 The appointment system must be able to generate reminders for appointments to the customer's preferred contact method e.g. email, SMS.

6.7 Escalation Tracking

- 6.7.1 Should the Contractor be providing the CRM technology, the Contractor must provide an automated facility that tracks Contacts escalated to the Department by:
 - a. emailing a reminder to those Departmental escalation points that have not responded within the set time frame for the program;
 - b. sending a second email reminder, after another designated period (that may vary across programs);
 - c. sending a report to a designated email location within the Department, after a third designated timeframe (that may vary across Programs); and
 - d. the business rules to be determined by the Department. The management of the business rules can be updated as required by a business user with the appropriate security delegation, without the need to engage a specialist IT resource.

7 Contact Centre Technology

7.1 Technology

- 7.1.1 The Contractor must provide all information and communications technology required to deliver the Services, except where the Department has specified in this document that the Contractor is to use Departmental information or communication technologies.
- 7.1.2 The Contractor must develop and deliver to the Department for its approval technical specifications for all technologies specified in this section, as part of the Procedures Manual.
- 7.1.3 The information and communications technology required must adhere with the Department's IT strategy and Enterprise Architecture principles.
- 7.1.4 The Contractor Technology is expected to use Automation / Artificial intelligence (AI) as much as possible in collecting data and information from Customers into the CRM.

7.2 CSR Systems

- 7.2.1 The Contractor must provide CSR system (which may be the CRM) to deliver the Services.
- 7.2.2 The Contractor may also be required to provide their systems to the Department for use by a limited number of Department staff involved in the delivery of the Service.
- 7.2.3 The Contractor may at times be required to use and manage CSR systems provided by the Department.

7.3 Smartphone accessibility and Application (App)

- 7.3.1 The Contractor must be able to meet the needs of the majority of Customers utilising Smartphone devices for their day-to-day communication activities.
- 7.3.2 The Contractor should be able to provide systems, platforms or tools that can seamlessly integrate with the current age Smart phone technology.
- 7.3.3 The Contractor may be requested to also provide an Application (App) for Smartphone users to directly communicate with the Contact Centre. The App must allow for Departmental branding and a seamless customer experience. The application must be accessible to all smart phone users directly from the Department's website and / or an App store. The Customer should be able to move from reviewing information on the Department's Website / App to then making contact with the Department's Contact centre via a range of different channel options, such as:
 - a. web or messenger type chat;
 - b. web video;
 - c. SMS/MMS or text;
 - d. picture or video sharing;
 - e. virtual AI type assistant chat;

- f. email; and
- g. phone calls.

7.4 Inbound Phone Numbers & Routing

- 7.4.1 The Contractor must receive calls on Inbound Numbers regardless of their origin within Australia, telecommunications carrier or call type, at the cost of a local call to the Customer.
- 7.4.2 The Contractor must provide numbers on which it will accept calls from customers who are located outside Australia.
- 7.4.3 The Contractor must accept novation of existing Inbound Numbers from other service providers without additional charge.
- 7.4.4 The Contractor must provide all network services to support Inbound Numbers.
- 7.4.5 The Contractor may be required to acquire new Inbound Numbers from time to time.
- 7.4.6 The Contractor must be responsible for all carriage costs related to Inbound Numbers.
- 7.4.7 The Contractor must novate all Inbound Numbers to the Department or another nominated entity at the expiry or termination of the contract at no additional charge.
- 7.4.8 The Contractor may be required to route Inbound Number calls either by the use of technology or directly to CSR queues according to Department requirements.
- 7.4.9 The Contractor must ensure that its CSRs have the facility to initiate three-way calls to various Department telephone numbers.
- 7.4.10 The Contractor must achieve a service level for all inbound calls of 90 percent answered within 30 seconds.

7.5 Email

- 7.5.1 The Contractor must provide email addresses to receive customer enquiries.
- 7.5.2 The Contractor must send emails on behalf of the Department using domains managed by the Department (e.g. industry.gov.au). The implementation of this capability will be subject to the Contractor meeting the relevant security requirements of the Commonwealth and Department.
- 7.5.3 The Contractor must manage a subdomain on behalf of the Department (e.g. help.industry.gov.au) including configuration of email Services on this domain. This activity will be subject to the Contractor meeting the relevant security requirements of the Commonwealth and Department.
- 7.5.4 The Contractor must provide a facility that:
 - a. generates automated or semi-automated replies to inbound emails;
 - b. stores and uses standard paragraphs provided by the Department for automated and semi-automated replies to Inbound emails;

- c. automatically inspects the contents of email messages and generates replies that address the contents of the message; and
- d. archives and retrieves from archives, emails it receives and sends on behalf of the Department.

7.6 Web based Video & Audio calls

- 7.6.1 The Contractor must be able to deliver a Web based video and audio call service which allows customers to initiate and conduct an interactive live video or audio call with a CSR in 'real-time'. Web based video is designed to provide an alternate avenue of assistance for customers. It also helps those customers who are not confident with their written English or who want to speak about unfamiliar topics.
- 7.6.2 The Contractor must maintain recordings of conversations between CSRs and customers using Web based video and must be able to retrieve these if required to do so by the Department.
- 7.6.3 The Contractor must be able to link recordings of conversations to the respective CRM-based Contact records.

7.7 Chat / Messenger Services

- 7.7.1 The Contractor must be able to deliver a Chat service which allows customers to initiate and conduct an interactive text-based conversation with a CSR in 'real-time'. Chat is designed to provide an alternate avenue of assistance for customers
- 7.7.2 The Contractor must provide a Chat facility for customers to initiate and conduct an interactive text-based conversation with a CSR.
- 7.7.3 The Contractor must maintain logs of conversations between CSRs and customers using Chat and must be able to retrieve these logs if required to do so by the Department.
- 7.7.4 The Contractor must be able to link logs of conversations to the respective CRM-based Contact records.

7.8 SMS/MMS

- 7.8.1 The Contractor must be able to provide a facility for CSRs to send SMS messages to customers.
- 7.8.2 The Contractor must offer the option of SMS messages being sent from a number which can receive replies (04XX YYYY ZZZZ) or a masked number, for example 'INDUSTRY' or 'BUSINESS'.
- 7.8.3 The Contractor may be required to provide a facility that sends automated or semi- automated replies to inbound SMS messages; which:
 - a. stores and uses standard paragraphs provided by the Department for automated and semi-automated replies to inbound emails; and
 - b. automatically inspects the contents of email messages and

generates replies that address the contents of the message.

- 7.8.4 The Contractor must provide a facility to archive and retrieve from archives, SMS messages it receives and sends on behalf of the Department.

7.9 Interactive Voice Response (IVR) and Auto-Attendant / Virtual Assistant Capabilities

- 7.9.1 The Contractor may be required to provide an IVR service to support functions that include, but are not limited to:
- a. playing a message including a privacy statement to a customer;
 - b. playing a message depending on a customer's menu selection;
 - c. playing a message depending on a customer's geographic area;
 - d. obtaining data or menu selection from the customer;
 - e. routing the customer to an appropriate queue;
 - f. playing recorded music (as approved by the Department) or awareness/ updates and alert messages to customers in queue;
 - g. playing messages advising customers in queue of expected waiting times;
 - h. routing the customer to another Full National Number;
 - i. automatically routing the call to a default queue if the IVR is unable to recognise telephone inputs or when no input is detected;
 - j. providing the option for a customer to request a call back;
 - k. voting systems; and
 - l. other similar capabilities.
- 7.9.2 If the Contractor is required to provide an IVR Service, it must comply with the Australian Standard AS4263-2003 "Interactive Voice Response Systems" or similar industry accepted standard.
- 7.9.3 The Contractor may also be required to provide Virtual Assistant capabilities that are AI driven and can response to basic customer enquires or gather information that will help provide context prior to the Customer being connected to a CSR.
- ## **7.10 Speech Recognition & Voice Biometrics**
- 7.10.1 The Contractor may be required to provide an IVR which can process speech input and provide capabilities including:
- a. Automated transcription of calls to text;
 - b. routing customers based on natural language speech input;
 - c. menu presentation;

- d. routing customers based on voice selection of menu options;
- e. extract personal voice patterns and authenticate speaker identity using just voice; and
- f. other similar capabilities.

7.11 Recorded Messages

- 7.11.1 The Contractor must ensure that all IVR and auto-attendant and queue messages use broadcast quality recordings.
- 7.11.2 The Contractor must ensure that all voice messages provided by IVR and auto-attendant systems use professional voice talent, unless otherwise approved by the Department.
- 7.11.3 The Contractor must ensure that all messages and menus are formatted to meet the Australian Standard AS4263-2003 or similar industry accepted standard.
- 7.11.4 The Contractor must obtain Department approval of any new or updated message prior to the message being activated in the IVR or queue.
- 7.11.5 The Contractor must from time to time change messages within one Business Day of receiving the request from the Department.

7.12 Virtual Queue & Scheduled call back

- 7.12.1 The Contractor must provide customers waiting in call queues the option to request a call back and retain the customer's position/priority in the queue.
- 7.12.2 The Contractor must have a system in place which enables inbound callers to be provided with in-queue messaging to detail their place in the queue.
- 7.12.3 The Contractor must have a system in place which enables inbound callers to be provided with in-queue message detailing what the expected wait time could be.

7.13 Outbound Telephony

- 7.13.1 The Contractor must provide the facility to CSRs to make outbound calls to any Full National Number.
- 7.13.2 The Contractor may be required to provide a facility which:
 - a. displays the customer Full National Number to the CSR before automatically dialling; or
 - b. automatically dials the customer Full National Number and connects a CSR only when a customer is available.
- 7.13.3 Where automated dialling is required the Contractor must deliver the telephony platform at no additional charge.
- 7.13.4 The Contractor must be responsible for all carriage costs related to Outbound Services.
- 7.13.5 The Contractor must be able to provide an automated message, that is provided

by the Department (i.e. privacy) to a Customer prior to the call commencing.

7.14 Knowledge Database

- 7.14.1 The Department will provide to the Contractor, anticipated customers questions in the form of questions and answers (Q&As) relating to individual programs and initiatives.
- 7.14.2 The Contractor must provide a secure computerised facility to identify, update, track changes, store and track usage of Q&As, ideally in the CRM.
- 7.14.3 The Contractor must identify frequently asked questions and notify the appropriate program areas that new Q&As will need to be provided.
- 7.14.4 The Contractor must track the frequency of CSR use of Q&As and identify the questions most commonly asked on a daily, weekly and monthly basis.
- 7.14.5 The Contractor must answer all queries arising from calls to the Contact Centre, where the queries relate to matters dealt with or information contained in the Q&As or the Department's websites.
- 7.14.6 In cases where the Contractor is not able to answer a query from a customer due to the level of complexity, the query should be escalated to the Department.
- 7.14.7 The Contractor must inform the Department when CSRs learn that FAQ responses are insufficient or inconsistent with other information.
- 7.14.8 If providing a knowledge database the Contractor may be required to integrate the system with Department websites via either:
 - a. an Application Program Interface integration;
 - b. sub-domain, iframe integration; or
 - c. other form of embedding.

7.15 Contact and Screen Recording

- 7.15.1 The Contractor must record all contacts handled by CSRs, including Remote Agents, unless the customer opts out.
- 7.15.2 The Contractor must be able to provide recording of the CSRs workstation screen(s). The Department may from time-to-time specify for such recordings to be made on particular lines or programs.
- 7.15.3 The Contractor must ensure that all call and screen recording processes and systems meet any relevant legislative and regulatory requirements.
- 7.15.4 The Contractor must provide authorised Department personnel with secure online access to all call and screen recordings along with user guides for the system. This facility must allow:
 - a. synchronous playback of call and screen recordings
 - b. search by at least date, time range, CSR and Inbound Communications line.
- 7.15.5 The Contractor must retain all recordings of Contacts for a minimum period of 24

months.

- 7.15.6 The Contractor must deliver recordings older than 24 months (or another term designated by the Department) in an agreed format to the Department

7.16 Co-Browsing internet

- 7.16.1 The Contractor must, if requested by the Department, provide a facility for CSRs to co-browse a website, webpage and/or web form, with a customer, where the contact is via phone or chat.

7.17 CSR Workstations

- 7.17.1 The Contractor must ensure that workstations used by CSRs have access to Department websites and web applications and an internet connection of sufficient speed that it does not impact on call duration.
- 7.17.2 The Contractor must ensure that the web browser and associated plugins deployed on workstations used by CSRs to access Department websites and/or web applications meets or exceeds the minimum requirements as specified by the Department.
- 7.17.3 The Contractor must ensure that the workstations used by CSRs to access any of the Department's IT Systems operate as specified by the Department and have sufficient capability to run Department applications.

8 Contact Handling

8.1 Contact Handling Principles

- 8.1.1 The Contractor must deliver the contact centre services and call handling following the below four high level principles:
- Open communication** – The Contractor must maintain open lines of communication throughout the life of the contact, maintaining a helpful and respectful communication style.
 - Customer experience first** – The Contractor must focus on providing an excellent Customer/User Experience when providing information or guidance to the Customer.
 - Feedback** – The Contractor must focus on collecting feedback from the Customer and collecting this data in a way that it is insightful for the Department to understand the trends in Customer contracts.
 - Value add** – The Contractor must look for ways to add value to the customer experience.
 - First time contact resolution** – The Contractor must look for ways to increase the success rate of answering the Customers queries on first contact, by understanding the business lifecycle including risks and opportunities and / or referring customers to their best point of contact.

8.2 Contact Handling Processes

- 8.2.1 Within 30 days of the commencement of any Services, the Contractor must develop and deliver to the Department for its approval documentation detailing all Contact handling processes, as part of the Procedures Manual.
- 8.2.2 The Contractor must incorporate scripts, guidelines, business processes, frequently asked questions and other material provided by the Department into the Contact handling process documentation.
- 8.2.3 The Contractor must ensure that all CSRs handle contacts in compliance with the processes specified in the Contact handling process documentation.
- 8.2.4 The Contractor must ensure every non-automated reply email is reviewed and approved by a team leader or subject matter expert before being sent.

8.3 Contact Handling

- 8.3.1 The Contractor must handle a wide range of basic Contacts including:
 - a. providing directions and assistance to users of the Department's websites including assisting customers in the completion of online transactions dealing with online forms and frequently asked questions;
 - b. providing answers to straightforward technical questions relating to online matters (e.g. online forms, tools and apps), with more complex questions to be escalated to the nominated area within the Department;
 - c. leading customers through web dialogues and providing assistance to customers to navigate through the Department's websites;
 - d. referring and escalating customer queries regarding the Department's websites which are not able to be resolved by the Contractor, to the Department's advisers;
 - e. providing general information on Department programs, including eligibility;
 - f. answering frequently asked questions;
 - g. taking or updating bookings for events being organised by the Department;
 - h. taking or updating bookings for CSRs services;
 - i. referring customers to other government agencies or other organisations;
 - j. logging faults, complaints and other issues; and
 - k. other Contacts of similar complexity.
- 8.3.2 Training relating to online forms and selected online issues may be provided by the Department, subject to agreement by both parties.

8.3.3 The Contractor must :

- a. ensure their CSRs have a detailed knowledge of and are familiar with the Department's websites, to enable analysis of customers' requirements, and selection of the appropriate source material for response;
- b. access information about the programs on the Department's websites for those customers without internet access; and
- c. ensure its CSRs are able to use a range of nominated websites provided by the Department and other Commonwealth, State and Local Government agencies, to assist with the analysis of customers' requirements, and selection of the appropriate source material for responses to customers.

8.4 Specialised Contact Handling

- 8.4.1 The Contractor must handle a wide range of Contacts which require subject matter expertise in Departmental systems and/or policies. These could include:
- a. troubleshooting a system issue with a customer;
 - b. providing specific rather than general eligibility advice;
 - c. researching an issue on behalf of a customer;
 - d. liaising with the Department or third-parties on behalf of a customer; and
 - e. other Contacts of similar complexity.

8.5 Inbound Communications

- 8.5.1 The Contractor must accept Inbound Communications via the following channels:
- a. phone call;
 - b. phone call via the National Relay Service (NRS);
 - c. phone call via the Translating and Interpreting Service (TIS);
 - d. email;
 - e. chat services; and
 - f. SMS, texting or similar.
- 8.5.2 The Contractor must handle Inbound Communications in a way which meets or exceeds the service level for the business line and channel.
- 8.5.3 The Contractor must handle Inbound Communications using guidelines, scripts, business processes and/or frequently asked questions provided by the Department.
- 8.5.4 The Contractor must ensure every manual reply email is reviewed and approved

by a team leader or subject matter expert, if the Department processes require, before being sent.

- 8.5.5 The Contractor must be able to provide as required, transcripts and summaries of Inbound Communications to the Department if requested.

8.6 Outbound Communications

- 8.6.1 The Contractor may be required to Contact customers by phone to verify their details, respond to messages, and conduct a survey or other similar activity.
- 8.6.2 The Contractor may be required to send batch emails to lists of customers.
- 8.6.3 The Contractor may be required to make posts to specified social media channels, as replies to social media Contacts.
- 8.6.4 The Contractor may be required to make posts to specified social media channels, as responses to questions and answers which may have arisen on through any Inbound Communications channel.
- 8.6.5 The Contractor may be required to make posts to specified social media channels for marketing, communications or anticipated questions and answers.
- 8.6.6 The Contractor may be required to send SMS and /or MMS messages as replies to Inbound Communications from any channel.
- 8.6.7 The Contractor may be required to send messages via SMS, MMS, email, voice, Facebook, or Twitter which are predicted to generate Inbound Communications or transactions on Departmental systems and need to be sent at a pre-determined rate which optimises the resources available to handle the Inbound Communications or transactions.
- 8.6.8 The Contractor may be required to handle Outbound Communications via additional Contact Centre channels if requested by the Department.
- 8.6.9 The Department must provide list(s) of customers to contact and the Contractor would be required to return the list(s) with relevant data appended to each record.
- 8.6.10 The Contractor must be able to make outbound calls via the Translating and Interpreting Service (TIS) or the National Relay Service (NRS) to customers.
- 8.6.11 The Contractor may be required to provide transcripts and summaries of Outbound Communication calls to the Department as requested.

8.7 Complaints and Feedback

- 8.7.1 The Contractor must ensure CSRs accept complaints and feedback positively and explain to the customer what the next steps will be. This should generally be in accordance with the Department's service charter.
- 8.7.2 All relevant complaints must be recorded and forwarded to the Department Representative under the Deed of Standing Offer as per the business processes outlined in the Procedure Manual.

8.8 Escalation Process

- 8.8.1 The Contractor must ensure that CSRs follow the Department's escalation processes for customers whose requests are outside the Contractor's information parameters and scope of work.
- 8.8.2 These calls must be recorded as per the business processes outlined in the Procedures Manual and escalated to the Department for resolution.
- 8.8.3 Where escalation to the Department is required, this must be done in accordance with the business Procedures Manual and Service levels.
- 8.8.4 In some situations, and in accordance with the business procedures, an escalation is by way of a three-way call to the Department.

8.9 Appointments

- 8.9.1 If requested by the Department, the Contractor must:
 - a. ensure CSRs are skilled to ask a customer questions to determine if the customer qualifies for an appointment with a CSR;
 - b. provide CSRs with the capability to book appointments for CSR, and to view the existing appointments of each CSR and the current status of the CSR (rostered on, available, not available etc);
 - c. ensure that when a CSR identifies that an appropriate CSR is available, the CSR initiates a three-way call to transfer the customer direct to the CSR without booking an appointment;
 - d. ensure that if an appropriate CSR is not immediately available, its CSR will book an appointment with an appropriate CSR at a time agreed with the customer; and
 - e. ensure that its CSR will call customers who have made a booking at the appointment time or make three attempts to contact the customers within ten minutes of the appointment time.

8.10 Customer Surveys

- 8.10.1 The Contractor must conduct regular customer surveys, and report on the results to the Department, to determine the level of satisfaction of customers with the Services and the service provided by the Department and/or Commonwealth, State and Territory agencies to which they have been referred.
- 8.10.2 The Department's preference is that surveys should be captured as part of the Customer contact in a seamless way. The Department prefers that the Contractor does not ask Customers to remain on calls to complete a survey, or are requested to respond to an auto generated survey email after a call.
- 8.10.3 The following requirements apply to outbound customer surveys:
 - a. the customer survey will be conducted using a methodology that will achieve a response rate sufficient to provide solid quantitative and qualitative data;
 - b. the quantitative and qualitative data derived from an outbound

customer survey, which accurately and appropriately measures performance and satisfaction, will be provided to the Department as agreed;

- c. the Contractor must take appropriate follow-up action including reporting to the Department in an agreed timeframe, all issues which concern the Department, and advising of proposals for resolution; and
- d. after conducting each customer survey, the Contractor must:
 - i. maintain a record of the survey in the CRM on the feedback received from customers; and
 - ii. provide to the Department the customer survey report.

8.11 Outbound Email, SMS & MMS

- 8.11.1 The Contractor may be required from time to time to send Email, SMS or MMS messages (or both) to customers who enquire by any of the communications channels provided by the Contractor. The messages could include addresses, appointment times and details, or maps (or any or all of them) to show where the enquirer is to go for an appointment or to locate a relevant third party.
- 8.11.2 The Contractor must be able to send email messages to customers who send an email or who enquire by communication channels other than email.
- 8.11.3 CSRs must reply to emails using specific guidelines and 'questions and answers' provided by the Department.
- 8.11.4 CSRs must have the ability to send outbound emails to customers and to the Department.

8.12 Fulfilment Services

- 8.12.1 The Contractor must process fulfilment requests from customers as a result of a Contact or as a result of a request from the Department. This must include:
 - a. sending materials provided by the Department to customers;
 - b. maintaining an inventory of those materials to be sent to customers;
 - c. ensuring that replenishment stock is ordered sufficiently in advance to prevent stock running out;
 - d. creating back-order lists if stock does run out; and
 - e. downloading of forms from the Departmental web sites and sending to customers.
- 8.12.2 For the avoidance of doubt, Pass Through Expenses e.g. postage incurred directly by the Contractor for fulfilment Services will be reimbursed by the Department.
- 8.12.3 Pass Through Expenses are to be charged to the Department at cost, with no margin or handling fee added.

8.12.4 All Pass Through Expenses must be pre-approved in writing by the Department.

8.13 Business Continuity Hotline

8.13.1 In the event of a business interruption which extends for more than four hours, the Department's Business Continuity Plan (BCP) may be activated and the Contractor may be required to answer calls at the Department's 'Staff Information Hotline' providing staff with the appropriate course of action in an emergency situation.

8.13.2 These Contacts could include informing staff of:

- a. an emergency and providing updates;
- b. the Department's response to the emergency;
- c. any actions required by staff; and
- d. other Contacts of similar complexity.

9 Service Levels & Credits

9.1 Service Levels

9.1.1 The Contractor must comply with the service levels set out in the table below:

Contact Centre SLA's		
SLA No.	SLA	Overview
SL-1	Inbound Contacts	The Contractor must meet the service level for inbound contacts as set out below: a. The Contractor must answer all contact channels by a CSR to meet the service level of 90 percent of inbound contacts within 30 seconds. b. 99.5% of all contacts must be answered.
SL-2	Email and Email Escalations	The Contractor must meet the service level for email and email escalations as set out below: a. The Contractor must process 100 percent of inbound emails within one Business Day of receipt. b. The Contractor must refer 100 percent of escalations to the Department within one Business Day of handling the related Contact.

SL-3	Chat & Messenger service	The Contractor must meet the service level for Chat & Messenger Services as set out below: - The Contractor must respond to 80 percent initial inbound contacts within 45 seconds. - The Contractor must respond to in-chat messages within 2 minutes, or until chat is completed or timed out.		
SL-4	Quality Assurance	The Contractor must meet the service level for quality assurance as set out below: The Contractor must ensure that for each billing period the average score its CSRs achieve is greater than or equal to 90 per cent, as calculated in accordance with the approved quality assurance guidelines.		
SL-5	Outbound Contact Call back	The Contractor must meet the service level for outbound telephony as set out below: Respond to 100 percent of customers who have: - left a request for a call back outside of the Operating Hours by the end of the next Business Day and; - left their phone number details on the Virtual Queue facility once their position in the Virtual Queue has reached the CSR. For the avoidance of doubt, responding to a customer is defined as attempting to call the customer back up to three times if there is no answer.		
SL-6	Fulfilment – Requests from the Department and Contacts	The Contractor must meet the service level for fulfilment as set out below: The Contractor must process 100 per cent of fulfilment requests within two Business Days of receiving a request from the Department or completing a Contact that requires fulfilment.		
SL-7	Reporting	Service levels for Reporting		
		Item No.	Report	Service level

		a.	Priority Incident Report	100 per cent of incidents notified to the Department within 2 hours of the Incident occurring.
		b.	Daily Incident Report	100 per cent of daily Incident reports provided to the Department by 1700 on the Business Day following the occurrence of an Incident.
		c.	Monthly/13 Month Service Management Report	100 per cent of monthly/thirteen-month service management reports to be provided to the Department within 5 Business Days of the end of the month to which the report relates.
		d.	Daily Report	100 per cent of daily reports provided to the Department by 0900 on the following Business Day
		e.	Weekly Report	100 per cent of weekly reports provided to the Department by 0900 on the Business Day following the end of the reporting week
		f.	Monthly/13 Month Program Reports	100 per cent of monthly/thirteen month program reports to be provided to the Department within 5 Business Days of the end of the month to which the report relates
		g.	Quarterly/13 Month Report	100 per cent of quarterly/thirteen month reports to be provided to the Department within 5 Business Days of the end of the month to which the report relates
		i.	Core measurements – real time	100 per cent of core measurements available to the Department in real time via the online reporting portal

SL-8	Billing	The Contractor must meet the service level for billing as set out below: a. The Contractor must provide the Department, within 15 Business Days of the end of the previous month correctly rendered tax invoices which include: i. all Service charges related to the Services provided during the billing period; ii. breakdowns by program to clarify how total amounts are derived; iii. a minimum of two tax invoices showing a breakdown by pre-mapped funding allocations; iv. comparison of charges to the related measurements for the billing period; v. Pass Through Expenses the Contractor incurred during the billing period (note: all Pass Through Expenses must be pre-approved by the Department prior to invoicing); and vi. sufficient detail and/or explanation to allow the Department to verify the amounts invoiced.
SL-9	IT, Systems and Telephony Availability	The Contractor must meet the IT, systems and telephony availability service level as set out below: a. The Contractor must ensure its CSRs are able to perform all duties required for the Services ensuring the management and delivery of the Services are able to be performed for all aspects of the Service for 99.5 percent of the operating hours in the month. b. IT and telephony availability must be calculated as follows: $\text{Availability} = \frac{(\text{Uptime} + \text{Scheduled Maintenance} + \text{Force Majeure})}{(\text{Downtime} + \text{Uptime} + \text{Scheduled Maintenance} + \text{Force Majeure})}$

9.2 Service Credits

- 9.2.1 For each billing period, 10% of the service charges payable by the Department in that billing period must be available for the service credit pool.
- 9.2.2 The Contractor agrees to a Service Credit pool in the contract for not meeting the SLA's on any given month.
- 9.2.3 Below outlines the core elements of the Service Credit pool:

- a. Amount at stake
 - i. For each billing period, 10% of the service charges payable by the Department in that billing period must be available for the service credit pool.
- b. Allocation within Service Credit Pool
 - i. Within the service credit pool, unless the Department otherwise provides, the amount of service credit that is to apply to each service level identified for the purposes of that pool must be as set as agreed by both parties.

9.3 Commencement of Service Credits

- 9.3.1 Service credits must apply from the date specified in each work order.

9.4 Liability for Service Credits

- 9.4.1 When, having regard to reports produced by the Contractor, in the Department's opinion, the Contractor has failed, in a given billing period, to meet a service level, the Contractor is liable to the Department for the amount of service credit applicable to that service level (if any).
- 9.4.2 The amount of the Contractor's liability will be deducted from the service charges which the Contractor charges to the Department in the billing period in which the service failure occurred.
- 9.4.3 Where a single event causes multiple service failures, the Contractor will only be liable for the service credit associated with the single service level that would result in the largest total service credit.
- 9.4.4 Where the Contractor experiences multiple service failures for a single service level, the Contractor will only be liable for a single service credit.
- 9.4.5 Changes to the weightings of service credits by the Department do not affect the total amount available for service credits in the general service credit pool.
- 9.4.6 A new weighting for a Service Credit or a new Service Credit begins to apply on the first day of the next applicable new billing period.

9.5 Investigate and Fix

- 9.5.1 The Contractor must take whatever action is reasonably necessary to ensure that it achieves or exceeds the service levels.
- 9.5.2 If the Contractor considers that any service level has not been achieved, or is unlikely to be achieved, the Contractor must (at no additional charge to the Department) immediately investigate the underlying causes of the service failure and take any reasonable necessary action to prevent, minimise the effect of and/or avoid the recurrence of the service failure.
- 9.5.3 If the Department considers that any service level has not been achieved, or is unlikely to be achieved, by the Contractor, the Department may issue a notice to

the Contractor specifying the nature of the service failure and requiring the Contractor to investigate the causes (at no additional charge to the Department).

- 9.5.4 The Department may require the Contractor, at no cost to the Department, to:
- a. take such action as the Department reasonably considers necessary to prevent, minimise the effect of and/or avoid the recurrence of the service failure, with respect to any service failure which the Department considers is within the control of the Contractor; or
 - b. advise the Department further as to how the service failure may be corrected, with respect to any service failure which the Department considers is outside the control of the Contractor.

9.6 Releases by the Department

- 9.6.1 The Contractor will not be liable for a service failure where the Contractor is granted a release in writing by the Department.
- 9.6.2 The Contractor may apply for a release from a Service Credit. Such application, which must be in writing, must set out the circumstances which, in the Contractor's opinion:
- a. are likely to adversely affect the Contractor's ability to meet the required service levels; or
 - b. have led to a service failure.
- 9.6.3 The Department may grant a release if the Contractor can demonstrate, to the Department's satisfaction, that the service failure is caused by:
- a. a force majeure event, whereby the Contractor is prevented by circumstances beyond its reasonable control from meeting the required service levels (other than lack of funds for any reason or any strike, lockout and labour disputes in respect of the Contractor only), including acts of God, natural disasters, acts of war, pandemics, riots and strikes outside the Contractor's organisation;
 - b. for inbound contacts (SL-1), the actual Contact volumes for a day, exceed by greater than 30 percent, the volumes forecast for that day in the long term forecast; or
 - c. for email, email escalations (SL-2), the actual Contact volumes for a day, exceed by greater than 30 percent, the volumes forecast for that day in the long term forecast.
 - d. for email, Chat / Messenger (SL-3), the actual Contact volumes for a day, exceed by greater than 30 percent, the volumes forecast for that day in the long term forecast.
- 9.6.4 If the Contractor is released by the Department for part of a reporting period, the Contractor is not released from its obligation to meet specified service levels during the remainder of that reporting period.
- 9.6.5 The Department may grant a release where the Department or the Department's Personnel caused the service failure through an unlawful or negligent act or

omission.

- 9.6.6 The Department may also issue a release where the Department, acting reasonably, considers that a release is warranted. The Contractor is not entitled to a release where the service failure has been caused by:
- a. the Contractor's failure to comply with the Deed or the contract, or
 - b. an unlawful or negligent act or omission of the Contractor or its personnel.

9.7 Mitigation

- 9.7.1 The Contractor must act in such a way as to mitigate any service failures.

10 Data Management & Reporting

10.1 Centralised Reporting

- 10.1.1 The Department must be able to report on all Contact and relationship management activities through the Department's electronic data warehouse. The Department has a strong preference to gain Customer insights from the data that is available from the Contractor via the CRM.
- 10.1.2 Where the Contractor manages specific data required to support the reporting requirements in their systems, the Contractor must be able to provide this data to the Department, using the interfaces defined by the Department for this purpose.

10.2 Reporting Web Portal

- 10.2.1 The Contractor must provide the Department with an online reporting portal, ideally via the CRM, or via SFTP, providing all the required reports detailed below.
- 10.2.2 The Contractor must ensure that the reporting web portal meets the latest version of the Web Content Accessibility guidelines at the 'AA' Level.

10.3 Analysis and insights reporting

- 10.3.1 The Contractor must provide summaries of key insights from Contacts on topics as directed by the Department.
- 10.3.2 The Contractor must provide monthly qualitative intelligence reports.
- 10.3.3 The Contractor must provide data to show the customer journey. This is to assist in improving internal processes for nurturing customer relationships.
- 10.3.4 The Contractor must track key touchpoints to show trends based on frequency or significance of engagement.
- 10.3.5 The Contractor must track open cases, inbound and outbound calls, and conversation subject matter to analyse customer interactions and assist with predictive modelling

- 10.3.6 The Contractor must establish processes, define workflows and train staff on data management to demonstrate how to record “good data”.
- 10.3.7 The Contractor must provide and maintain at its own expense software and/or a system to automatically transcribe voice calls, and any other voice based interactions, to a text record. The Contractor must make these records available to the Department (including those captured through automated means).

10.4 Reporting Portal Access

- 10.4.1 The Contractor must provide authorised Department personnel (users) with real time data and access via individual log-ins to access the reporting portal along with user guides.
- 10.4.2 Configuration must allow visibility of reports or groups of reports to be restricted to specific users or groups of users.
- 10.4.3 The Contractor must document the authorisation process in the Procedures Manual.

10.5 Cumulative Reporting

- 10.5.1 The reporting portal must be responsive, allowing user defined timeframes, as well as providing cumulative reports showing all of the measurements collected during the following periods:
 - a. daily;
 - b. weekly;
 - c. monthly;
 - d. six-monthly;
 - e. life-of-the-Service; and
 - f. any other user defined data range.

10.6 Data Extract

- 10.6.1 The reporting portal must allow users to export all reports in one or more of the following formats:
 - a. Office Open XML (.xlsx)
 - b. Binary Interchange File Format (.xls)
 - c. other formats as agreed.

10.7 Data Capture & Measurements

- 10.7.1 The Contractor must be able to capture the following core set of measurements for each contact and make the measurements are available in real time and as part of any cumulative reporting.

Inbound Contacts (i.e. calls, video call, chat, email)	Count of forecast & percentage variance
	Count of total offered & percentage variance
	Count of answered
	Count of unanswered
	Count of total abandoned while in queue
	Count of abandoned – Range 1 sec to 600 secs
	% of answered by IVR vs. CSR
	% count of contacts answered within agreed timeframe (SLA)
	Longest wait time in queue
	Average contact time
	Average time on hold
	Average handling time
IVR & Auto attendant (IVR & AA)	Count of interactions
	Count of contracts resolved by IVR or AA
	Count of contacts abandoned in the IVR or AA
	Count of contacts routed
Virtual Queue (VQ)	Count of contact offered Virtual Queue
	Count and % of contacts who accept and decline VQ
	Count of connected, unreachable, disconnected, no answer and invalid contacts
	Count of calls where enquiry completed with target person
	Average talk time
	Average time on hold
	Average handling time
Outbound communications and or Surveys	Count of total call attempts
	Count of first call attempts
	Count of second call attempts

	Count of third call attempts
	% of unreachable attempts
	% of successful attempts
Appointments	Count of appointments
Escalations	Count of escalations to the Department
	Count of escalations resolved without reminder
	Count of escalations resolved after one reminder
	Count of escalations resolved after two reminders
	Count of escalations resolved after three reminders
	Count of escalations unresolved after three reminders
FAQ reporting	FAQ ID
	Question
	Line
	Program
	Sub-Program
	Answer Usage
	Rank (overall)
	Rank by Line
	Rank by Program
	Rank by Sub-Program

10.8 Workload Forecasting Reporting

- 10.8.1 Workload Forecasting processes must be in place to ensure the efficiency and consistency of matching available resources to accurately forecasted workloads.
- 10.8.2 The Contractor must respond to changes in volume on a daily, weekly and monthly basis.

10.9 Long Term Forecast Reporting

- 10.9.1 The Contractor must prepare and deliver to the Department for the Department's approval a long term forecast (rolling 3 month forecast, updated each month).

10.9.2 The long term forecast must include a forecast of:

- a. daily inbound call volumes AHT and arrival patterns for each Inbound Number;
- b. daily inbound email volumes and AHT;
- c. daily outbound call volumes and AHT;
- d. daily outbound email volumes and AHT;
- e. daily social media posting volumes and AHT; and
- f. for the 3 month period commencing the month immediately following the month in which that forecast is delivered.

10.9.3 The Contractor must host a monthly meeting via teleconference whereby the Department will review and approve, in writing, the forecast two months in advance however:

- a. it is the Department's responsibility to provide all relevant intelligence on future service demand to inform the development of the forecast; and
- b. working in partnership with the Contractor, the Department prior to formally approving the forecast, will be guided by the experience and skills of the Contractor.

10.9.4 This becomes the Long Term Forecast. For example the forecast for April must be reviewed and approved by 31 January of that year.

10.9.5 The forecast will be used to determine service level releases.

10.10 Service Management Reports

10.10.1 The Contractor must provide the following reports to the Department:

- a. Inbound Call Priority Report, via email or SMS, immediately upon the occurrence of a failure to provide the agreed Services to the agreed service levels for more than two consecutive hours;
- b. Priority Incident (outage) report, via email, immediately after the Contractor fails to meet an agreed Service level in relation to:
 - i. a loss of facilities or infrastructure that results in a variation/interruption to business-as-usual;
 - ii. any interruption to access to Department websites; and
 - iii. any interruption to access to Department applications;
- c. Daily Incident report, via email, before 9.30 am on each Business Day, which includes:
 - i. details and timings of any Incidents that occurred on the previous Business Day;

- ii. action taken to resolve any Incidents that occurred on the previous Business Day; and
 - iii. the outcomes from actions taken;
- d. Monthly Service management report, via email, within 3 Business Days of the end of the month being reported, which includes but is not limited to the following information:
 - i. a summary of all Incidents occurring during the month;
 - ii. progress on any application development;
 - iii. updates of training;
 - iv. updates of reference materials;
 - v. modifications of processes to improve efficiencies;
 - vi. planning work on programs not yet implemented;
 - vii. summary of quality observations of Contacts, resulting ratings and any action taken to improve Contact handling quality; and
 - viii. Innovation opportunities; and
- e. Work in progress (WIP) action register which includes:
 - i. all outstanding action items from monthly, quarterly and six monthly meetings;
 - ii. who is responsible for each of the outstanding actions;
 - iii. estimated completion date for each of the outstanding actions; and
 - iv. progress made towards each of the outstanding actions.

10.10.2 The Contractor must maintain a record of all service management reports produced during the term of the contract and present any or all of these to the Department if required.

11 Transition

11.1 General Requirements

11.1.1 The Contractor must manage the establishment of the Contact Centre (Transition-in) and at the end of the Term the Contractor must manage the closing of the Contact Centre (Transition-out) including transferring the Services to a new Contractor.

11.1.2 Transition in or out activities may include:

- a. gathering requirements;
- b. analysing business processes;
- c. developing documentation;

- d. implementing, updating or decommissioning IT systems;
- e. transfer of information;
- f. data export/import and migration;
- g. recruitment or redundancy of CSRs;
- h. training of CSRs; and
- i. other similar activities.

11.1.3 During Transition the Contractor may be required to participate in meetings as frequently as weekly, and to participate in regular teleconferences with Departmental personnel.

11.1.4 During Transition-in or out the Contractor may be required to implement new Services or decommission elements of the Services.

11.2 Transition-In

11.2.1 The Contractor must develop a Transition-in plan for the Department's approval, prior to the services beginning and within 30 days of Contract signing. The Department anticipates that the Transition will occur in a phased approach pending negotiations with current servicing arrangements.

11.3 Transition-Out

11.3.1 The Contractor must develop a Transition-out plan and present this to the Department for approval within three months of commencement.

11.3.2 The Contractor must schedule and attend a review meeting at 12-month intervals following the approval of the initial Transition-out plan, at which both parties will discuss and approve updates to the Transition-out plan.

Department of Industry

Deed of Standing Offer for the Provision of Services number

[Insert]

Commonwealth of Australia as represented by the
Department of Industry (**Department**)

[Insert name of Contractor] (**Contractor**)

Details

Date

_____/_____/_____
day month year

Parties

Name The Commonwealth of Australia as represented by the Department of Industry
Short form name **Department**

Name **[insert name of Contractor]**
Short form name **Contractor**

Background

- A From time to time, the Department (and other Commonwealth Entities) may require the supply of services in the Categories of Services.
- B If a Commonwealth Entity (other than the Department) wishes to procure any of the Categories of Services from the Contractor it will enter into a Supplemental Deed with the Contractor in the form set out at Schedule 5 that will set out the operational arrangements between that Commonwealth Entity (other than the Department) and the Contractor. On entering into the Supplemental Deed that Commonwealth Entity (other than the Department) becomes a 'Client' for the purposes of this Deed.
- C The Contractor has fully informed itself on all aspects of the Categories of Services and work that may be required to be performed and has offered to enter into a standing offer to undertake the Categories of Services for the Client at the Rates.
- D From time to time, Clients may place Orders for the supply of services in the Categories of Services.
- E The Contractor has agreed that on the issue of an Order by a Client, it will supply Services to the Client on the terms and conditions of this Deed, any Order and the Supplemental Deed.
- F The Contractor acknowledges that there is no guarantee or assurance:
- (i) of any particular volume of business under this Deed; or
 - (ii) that any Orders will be placed with the Contractor.

Deed of Standing Offer for the Provision of Services

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Agreed Terms

Part 1 – Deed

1. Definitions and interpretation

1.1 Definitions

In this Deed and any Contract, except where the contrary intention is expressed, the following definitions are used:

Accounting Standards	the standards of that name maintained by the Australian Accounting Standards Board (created by section 226 of the <i>Australian Securities and Investments Commission Act 2001</i> (Cth)) or other accounting standards which are generally accepted and consistently applied in Australia.
Advisers	(a) the financial or legal advisers of a party; and (b) the respective officers and employees of those financial or legal advisers.
Agreed Terms	clauses 1 to 36 of this Deed which set out terms and conditions agreed by the parties.
Australian Government Protective Security Policy Framework	the <i>Australian Government Protective Security Policy Framework</i> , as amended or replaced from time to time.
Average Handle Time or AHT	means the average time measure from when a Contact Centre Agent commences Contact until that Contact Centre Agent completes the Contact including any necessary ancillary work.
Back Office Processing	Means any work that would not be 'Contact', that is conducted using the Client's and/or Contractor's systems.
Business Day	a day that is not a Saturday, Sunday, public holiday or bank holiday in the place where the act is to be performed or where the Notice is received.
Business Hours	from 9.00am to 5.00pm on a Business Day, unless specified otherwise in the Order.
Categories of Services	the categories of services listed in Schedule 2.
Client	means the Department, and, any Commonwealth Entity that has entered into a Supplemental Deed and issued an Order under this Deed.
Client Material	any Material provided to the Contractor by the Client, including the Material (if any) specified in item 12 of the Order.
Client Project Officer	the person identified as the Client's project officer in item 9 of the Order.
Client Specific	the schedule titled, 'Client Specific Requirements' annexed to

Requirements	the Supplemental Deed.
Confidential Deed Provisions	the provisions identified in item 12 of Schedule 1.
Confidential Information	information that is by its nature confidential and: (a) is designated by a party as confidential and is described in item 12 of Schedule 1 or the Order; or (b) a party knows or ought to know is confidential, but does not include: (c) information that is or becomes public knowledge otherwise than by breach of this Deed or the Contract or any other confidentiality obligation.
Contact	means an interaction between a Contact Centre Agent and a customer of the Client via Inbound Communications or Outbound Communications. For the avoidance of doubt: (a) Contacts include but are not limited to the immediate work to complete the Contact including data input, sending SMS or MMS messages, approval of email text and sending emails, and/or escalation by 3-way telephone call (including mobile telephone) or email and any fulfilment services; (b) fully-automated, self-service interactions are not Contacts; and (c) a separate Outbound Communication to follow up on an initial Contact, or self-service interaction is a new Contact.
Contact Centre	means the physical and virtual environment in which the Contractor provides the Services.
Contact Centre Agent	means any Contractor Personnel who handles Contacts via Inbound Communications or Outbound Communications.
Contract Material	any Material created by the Contractor on or following the Services Start Date, for the purpose of or as a result of performing its obligations under the Contract and includes any modifications that may be required under clause 17.7(b).
Contract Period	the period of time for which the Contract is intended to continue, as specified in item 4 of the Order.
Contractor	the party specified in item 2 of Schedule 1 and includes its subcontractors and Personnel.
Contractor Project Officer	the person identified as the Contractor's project officer in item 9 of the Order or, if none is specified, the Contractor Representative.
Contractor Representative	the person identified in item 4 of Schedule 1.

Corporations Act	the <i>Corporations Act 2001</i> (Cth).
Deed	this deed of standing offer between the Department and the Contractor, as varied from time to time in accordance with clause 36.2, and includes its schedules and any attachments.
Deed Period	the Initial Deed Period plus any extension in accordance with clause 3.2.
Deliverable	any Contract Material or other item or element of a Service to be provided by the Contractor under the Contract.
Department	means the department specified in item 1 of Schedule 1.
Department Representative	the person identified in item 3 of Schedule 1.
Evaluation Criteria	the criteria specified by the Client in an RFQ to be addressed by the Contractor in the related Quotation.
Full National Number or FNN	means a standard Australian telephone number that contains the prefix or area code and the local number.
Inbound Communications	means a communication from a customer of the Client that is received by the Client or the Contractor. Inbound communications may be by way of telephone, including mobile telephone, calls from the National Relay Service and the Translating and Interpreting Service, email, web chat, SMS, or MMS or any other future communication channels and services.
Inbound Number	means an advertised number which customer's of the Client can call, usually these are a 13,1300 or 1800 number.
Incident	means any event that is not part of the standard operation of a Service and that causes, or may cause, an interruption to, or a reduction in, the quality of that Service including: (a) failure to provide the agreed Services to the agreed service levels for Inbound Communications for more than two consecutive hours (b) a loss of facilities or infrastructure that results in a variation/interruption to business-as-usual (c) any interruption to access to Department websites (d) any interruption to access to Department applications.
Initial Deed Period	the period of time for which this Deed is intended to continue, as specified in item 6 of Schedule 1.
Intellectual Property Rights	all intellectual property rights, including: (a) copyright, patents, trademarks, designs, trade secrets, know how, and any right to have confidential information kept confidential; (b) any application or right to apply for registration of any of the rights referred to in paragraph (a); and

	(c) all rights of a similar nature to any of the rights in paragraphs (a) and (b) which may subsist in Australia or elsewhere, whether or not such rights are registered or capable of being registered.
Interactive Voice Response or IVR	means a computerised telephone facility that performs the following functions: (a) deriving the nature of the needs of the Client's customers; (b) forwarding of calls; (c) interactive provision of information; (d) provision of static information; and (e) specialised IVR facilities
Law	any applicable statute, regulation, by-law, ordinance or subordinate legislation in force from time to time in Australia, whether made by a State, Territory, the Commonwealth, or a local government, and includes the common law and rules of equity, as applicable from time to time.
LEADR	the dispute resolution association with that name and the Australian Business Number 69 008 651 232.
Material	includes property, information, documentation or other material in whatever form, including any reports, specifications, business rules or requirements, user manuals, user guides, operations manuals, training materials and instructions, and the subject matter of any category of Intellectual Property Rights.
Milestone Date	any fixed date to be met by the Contractor in performing any of its obligations under the Contract, as specified in the Order.
Moral Rights	the right of integrity of authorship (that is, not to have a work subjected to derogatory treatment), the right of attribution of authorship of a work, and the right not to have authorship of a work falsely attributed, as defined in the <i>Copyright Act 1968</i> (Cth).
Multimedia Messaging Service or MMS	means a communication service which enables the sending of messages that include multimedia content e.g. photos to and from mobile phones.
National Public Holiday	means a public holiday that occurs concurrently in all States and Territories of Australia.
National Relay Service or NRS	means the service of that name coordinated by the Telecommunications Universal Service Management Agency.
Notice	a notice, demand, consent, approval or communication issued under this Deed or the Contract.

Operating Hours	means the hours between 0800 and 2000 (or hours as specified by the Department and agreed to by the Contractor) on a Business Day in any Australian time zone where a customer may be located.
Order	an order for Services placed by the Client in accordance with clause 4.
Outbound Communications	means a communication initiated by the Client or the Contractor to a customer of the Client. Outbound Communications may be by way of telephone, including mobile telephone, calls to the National Relay Service and the Translating and Interpreting Service, email, web chat, SMS, or MMS or any other future communication channels and services.
Pass Through Expense	means an expense that the Contractor incurs directly and the Department agrees to reimburse. Pass Through Expenses are to be charged to the Department at cost, with no margin or handling fee added. All Pass Through Expenses must be pre-approved in writing by the Department. Pass Through Expenses are limited to: (a) approved licensing and hosting charges for Contractor software used by Departmental staff; (b) return economy airfares from the closest airport to the Contractor's premises' to Canberra and return taxi fares for transport between Canberra airport and the Department's premises for the purposes of only attending ad hoc meetings with the Department, as pre-approved in writing by the Department; (c) the costs of using the Telephone Interpreter Services and/or the National Relay Service; and (d) postage costs relating to fulfilment requests.
Performance Criteria	the requirements set out in item 10 of the Order for each Service and Deliverable or, if none are set out (or it states not applicable or anything to the same effect), the requirements in clauses 11.1(c) and 11.1(e).
Personnel	in relation to a party, any natural person who is an employee, officer, agent, or professional adviser of that party, and in the case of the Contractor, of any subcontractor and Contact Centre Agent.
Pre-existing Material	Material owned by a party before the Services Start Date, including the Material specified in item 13 of the Order.
Quotation	the quotation requested by the Client under clause 4.4 and provided by the Contractor under clause 4.6.
Rates	the rates for Categories of Services set out in or determined in accordance with Schedule 4.

Remote Agent	means a Contact Centre Agent who will perform Services from a Remote Site.
Remote Site	means a physical location (within Australia) from which a Remote Agent provides Services and includes all facilities and infrastructure used in that physical location by the Remote Agent in the provision of the Services.
RFQ	a request for quotation issued by the Client under clause 4.4.
Schedules	the schedules to this Deed.
Service Charges	the charges payable to the Contractor in accordance with item 15 of the Order.
Services	the services provided, or to be provided, under the Contract (including the provision of the Deliverables) as described in the Order.
Services Start Date	the date specified in item 3 of the Order.
Short Message Service or SMS	means a communication service standardised in the GSM mobile communication system, using standardised communications protocols allowing the interchange of short text messages between mobile telephone devices.
Site	means a physical location (within Australia) from which the Contractor provides the Services and includes all facilities and infrastructure used in that physical location in the provision of the Services. For the avoidance of doubt, Site includes Remote Sites.
Specialist Agent	means a Contact Centre Agent that the Contractor is to make available on request by the Client under clause 4.2 and 4.3 of Schedule 1, Part A Statement of Requirements of the Department's request for tender documentation to deliver specialist Services.
Specified Personnel	the Contractor's subcontractors and Personnel specified in item 11 of the Order.
Supplemental Deed	means a deed between a Client and the Contractor substantially in the form set out at Schedule 5 under which the Contractor agrees to provide Contact Centre services to a Client.
Third Party Material	Material owned by a third party that is: (a) included, embodied in or attached to the Contract Material; or (b) used as part of the performance of the Services.
Transition	means the process whereby the Contractor accepts responsibility for the provision of the Services from the incumbent service provider(s) in accordance with the Transition Plan.
Transition Plan	means the document prepared by the Contractor, and approved by the Department, that describes how and when the

(e)	Contractor is to deliver the Services from the incumbent service provider. .
Translating and Interpreting Service or TIS	means the phone-based service of that name provided by the Department of Immigration and Border Protection.
Virtual Queue	means a facility during Operating Hours that will allow the Client's customer/s to leave a message and be put on 'virtual hold'. That is, their position in the queue will be maintained so that their call back will occur in the same priority or queue position as if they had remained in queue and not been put on 'virtual hold'.
Voice Mail	means a computer based system that allows customers to leave personal voice messages.
Web Chat	means a system that allows users to communicate in real time using easily accessible web interfaces.

1.2 Interpretation

In this Deed and any Contract, except where the contrary intention is expressed:

- (a) the singular includes the plural and vice versa, and a gender includes other genders;
- (b) another grammatical form of a defined word or expression has a corresponding meaning;
- (c) a reference to a clause, paragraph or schedule is to a clause or paragraph of, or schedule to, this Deed;
- (d) a reference to a document or instrument includes the document or instrument as novated, altered, supplemented or replaced from time to time;
- (e) a reference to **A\$, \$A, dollar** or **\$** is to Australian currency;
- (f) a reference to time is to Canberra, Australia time;
- (g) a reference to a party is to a party to this Deed, and a reference to a party to a document includes the party's executors, administrators, successors and permitted assignees and substitutes;
- (h) a reference to a person includes a natural person, partnership, body corporate, association, governmental or local authority or agency or other entity;
- (i) a reference to a statute, ordinance, code or other law includes regulations and other instruments under it and consolidations, amendments, re-enactments or replacements of any of them;
- (j) a word or expression defined in the Corporations Act has the meaning given to it in the Corporations Act;
- (k) the meaning of general words is not limited by specific examples introduced by **including, for example** or similar expressions;
- (l) any agreement, representation, warranty or indemnity by two or more parties (including where two or more persons are included in the same defined term) binds them jointly and severally;

- (m) any agreement, representation, warranty or indemnity in favour of two or more parties (including where two or more persons are included in the same defined term) is for the benefit of them jointly and severally;
- (n) a rule of construction does not apply to the disadvantage of a party because the party was responsible for the preparation of this Deed or the Order or any part of it;
- (o) if a day on or by which an obligation must be performed or an event must occur is not a Business Day, the obligation must be performed or the event must occur on or by the next Business Day; and
- (p) headings are for ease of reference only and do not affect interpretation.

1.3 Completion of Schedules

To the extent that the parties have not completed items in a Schedule, unless otherwise stated in the Schedule or in this Deed, those items will be taken to be 'not applicable' for the purpose of this Deed.

2. Structure of this Document

This document sets out the terms applicable to this Deed and also the terms applicable to any Orders entered into in accordance with this Deed. If there is inconsistency between any of the documents forming part of this Deed, those documents will be interpreted in the following order of priority to the extent of any inconsistency:

- (a) Agreed Terms;
- (b) Schedules;
- (c) any attachments to the Schedules; and
- (d) documents incorporated by reference in this Deed.

3. Duration of Deed

3.1 Initial Deed Period

This Deed begins on the Commencement Date and continues for the duration of the Deed Period unless terminated in accordance with clause 6 or clause 33.3.

3.2 Option to extend Deed Period

- (a) The Deed Period may be extended by the Department for further period(s), specified in item 7 of Schedule 1 (each an **Option Period**), on the terms and conditions then in effect, by giving notice to the Contractor. Such notice must be given at least:
 - (i) 30 days; or
 - (ii) such other period specified in item 8 of Schedule 1 (**Option Notice Period**), before the end of the current Deed Period.
- (b) Any extension in accordance with this clause 3.2 takes effect from the end of the then current Deed Period.

4. Standing offer

4.1 Standing offer

- (a) By this Deed the Contractor makes an irrevocable standing offer to supply to the Client the Categories of Services at the Rates and on the terms and conditions set out in this Deed.

- (b) A Commonwealth Entity (other than the Department) is a Client once it enters into a Supplemental Deed with the Contractor.
- [(c) If a Commonwealth Entity provides a Supplemental Deed to the Contractor, the Contractor must enter into that Supplemental Deed with that Commonwealth Entity for the provision of services within the Categories of Services at the Rates in accordance with this Deed. – NOTE: If the intention is to bind the Contractor to provide contact centre services to Commonwealth Entities, then include this subclause (c)/ If the intention is just to enable Commonwealth Entities to request access to the Categories of Services at the Rates but only if acceptable to the Contractor, then delete subclause (c).]

4.2 Service Charges

The Service Charges payable to the Contractor for performing the Services will be specified in an Order and must be based on the Rates, unless set out in the Supplemental Deed and/or otherwise agreed.

4.3 Placing an Order

- (a) The Contractor acknowledges that when the Client requires Services, the Client will issue the Contractor with an Order substantially in the form of Schedule 7;
- (b) Before placing an Order with the Contractor, the Client will consult with the Contractor about the details to be specified in the Order, whether or not the Client has issued an RFQ.
- (c) For the avoidance of doubt, the Client may issue the Contractor with an Order pursuant to clause 4.3(a), without having issued an RFQ.

4.4 Request for Quotation

The Client may, from time to time, issue an RFQ to the Contractor substantially in the form of Schedule 5.

4.5 Information in RFQ

An RFQ will include:

- (a) the Services required;
- (b) whether the Client requires the Services (or any part of the Services) to be performed by particular Personnel of the Contractor;
- (c) the timeframe for delivery of the Services;
- (d) subject to clause 4.2, the proposed fee structure for the Contract; and
- (e) any other specific requirements of the Client in relation to the Contract.

4.6 Quotations

- (a) On receipt of an RFQ, the Contractor must, within the timeframe specified in the RFQ, provide a Quotation to the Client by:
 - (i) completing the appropriate items in the RFQ and returning it to the Client;
 - (ii) providing a brief statement that addresses the Evaluation Criteria (if applicable);
 - (iii) if requested by the Client, providing a curriculum vitae for each of the Personnel proposed to perform the Services; and
 - (iv) if requested by the Client, providing the contact details for at least two referees.

- (b) The fees proposed in the Quotation must be based on the Rates.
- (c) If the Client wishes to proceed to obtain the Services referred to in the Quotation, the Client will issue an Order with the Contractor substantially in the form of Schedule 7.

4.7 Not used

- (a)

4.8 Contract

The Contract is formed between the Client and the Contractor when the Client issues an Order to the Contractor.

4.9 Completion of items

To the extent that the parties have not completed items in an Order, unless otherwise stated in the Order or the Client Specific Requirements Deed, those items will be taken to be 'not applicable' for the purpose of this Deed and the Contract.

4.10 Terms and Conditions

The terms and conditions of a Contract are:

- (a) the terms and conditions specified in the signed Order;
- (b) clause 1 and clauses 9 to 24 of this Deed;
- (c) clauses 25 to 36 of this Deed, except that a reference to **this Deed** in those clauses is taken to be a reference to the Contract and a reference to **Deed Period** in those clauses is taken to be a reference to the Contract Period; and
- (d) where relevant as set out in an applicable Supplemental Deed (including the Client Specific Requirements).

4.11 Priority of documents

Subject to clause 4.7, to the extent of any inconsistency between two or more documents which form part of a Contract, those documents will be interpreted in the following (descending) order of priority:

- (a) the Order;
- (b) this Deed;
- (c) the Attachments to the Order; and
- (d) any other document referred to in the Order.

4.12 No guarantee

- (a) Notwithstanding any other provision of this Deed, the Client does not guarantee or make any assurance that any services or any particular volume of services will be ordered from the Contractor under this Deed.
- (b) Notwithstanding any other provision of this Deed, the Client may obtain the Categories of Services from any source it chooses.

5. Monitoring progress [Note: only applies to the Department.]

5.1 Progress meetings

The parties will meet at the times and in the manner set out in Schedule 3 (or otherwise as agreed in writing between the parties) to discuss any issues in relation to this Deed or the provision of the Services under any Contracts. The Contractor must ensure that the Contractor Representative and the Department must ensure the Department Representative is reasonably available to attend such meetings and answer any queries relating to the provision of the Services raised by either party.

5.2 Reporting

- (a) The Contractor must provide the Department with reports in accordance with Schedule 3.
- (b) All Intellectual Property Rights in reports provided under clause 5.2(a) vest in the Department.
- (c) If the Department needs to use any Material provided by the Contractor that is owned by the Contractor or a third party to receive the full benefit of the reports, the Contractor grants to, or must obtain for, the Department a perpetual, world-wide, royalty free, non-exclusive licence (including the right to sublicense) to use, reproduce, adapt, modify and communicate the Material.
- (d) The licence granted to the Department under clause 5.2(c) does not include a right to exploit the Material for the Department's commercial purposes.

6. Termination of Deed

6.1 Termination for convenience

- (a) The Department may, at any time, by notice, terminate this Deed or any Contract, including for or as a result of a machinery of government change.
- (b) On receipt of a notice of termination the Contractor must:
 - (i) stop work as specified in the notice; and
 - (ii) take all available steps to minimise loss resulting from that termination and to protect any Department Material.
- (c) If this Deed is terminated under clause 6.1, the Department is liable only for reasonable costs actually incurred by the Contractor and directly attributable to the termination.
- (d) The Contractor is not entitled to compensation for loss of prospective profits.

6.2 Termination for default

- (a) Without limiting any other rights or remedies the Department may have against the Contractor arising out of or in connection with this Deed or any Contract, the Department may terminate this Deed effective immediately by giving notice to the Contractor if:
 - (i) the Contractor breaches a material provision of this Deed where that breach is not capable of remedy;
 - (ii) the Contractor breaches any provision of this Deed and fails to remedy the breach within 14 days after receiving notice requiring it to do so;
 - (iii) in the opinion of the Department, a conflict of interest exists which would prevent the Contractor from performing its obligations under this Deed; or
 - (iv) an event specified in clause 6.2(c) or 28.4(a) happens to the Contractor.
- (b) Without limitation, for the purposes of clause 6.2(a)(i), each of the following constitutes a breach of a material provision:
 - (i) a failure to comply with clause 25 (Confidentiality);

- (ii) a failure to comply with clause 26 (Protection of personal information); or
 - (iii) a failure to notify the Department of a conflict of interest under clause 27 (Conflict of interest).
- (c) The Contractor must notify the Department immediately if:
 - (i) the Contractor being a corporation, there is any change in the direct or indirect beneficial ownership or control of the Contractor;
 - (ii) the Contractor disposes of the whole or any part of its assets, operations or business other than in the ordinary course of business;
 - (iii) the Contractor ceases to carry on business;
 - (iv) the Contractor ceases to be able to pay its debts as they become due;
 - (v) the Contractor being a company enters into liquidation or has a controller or managing controller or liquidator or administrator appointed;
 - (vi) the Contractor being a natural person is declared bankrupt or assigns his or her estate for the benefit of creditors; or
 - (vii) where the Contractor is a partnership, any step is taken to dissolve that partnership.

In this clause, **controller**, **managing controller** and **administrator** have the same meanings as in the Corporations Act.

6.3 After termination

On termination of this Deed the Contractor must deal with Client Material and the Client's Confidential Information as reasonably directed by the Customer. Termination does not affect accrued rights or remedies of a party.

6.4 Termination does not affect Contracts

Termination of this Deed does not affect the continuance of any Contract formed under this Deed.

7. Transition out

7.1 Transition out obligations

The Contractor must provide the following assistance to the Department on expiry or termination of this Deed:

- (a) cooperating with and providing all reasonable assistance and making available all required information to the Department in support of the transition out of the Contractor and the transition to the Department or any new contractor of the provision of the Categories of Services;
- (b) doing all acts and things and executing all documents as are reasonably necessary or desirable in support of the transition out of the Contractor;
- (c) replying to all and any requests for assistance as expeditiously as possible to ensure that the Contractor does not hinder any procurement process or engagement or commencement of any new contractor;
- (d) ensuring, to the maximum extent possible, seamless continuity of Services during the transition out period; and
- (e) making Personnel available for discussions with the Department as may be required. The time, length and subject of these discussions will be at the sole discretion of the

Department, provided that any matter discussed is not considered to reveal any 'Commercial-in-Confidence' information of the Contractor.

8. Miscellaneous

8.1 Capacity

The Contractor represents and warrants that it has the right to enter into this Deed.

8.2 Counterparts

This Deed may be executed in counterparts. All executed counterparts constitute one document.

8.3 Entire agreement

This Deed and each Contract constitute the entire agreement between the parties in connection with their subject matter and supersede all previous agreements or understandings between the parties in connection with their subject matter.

Part 2 – Services

9. Duration of Contract

9.1 Contract Period

The Contract begins on the Services Start Date and continues for the duration of the Contract Period unless terminated in accordance with clause 22 or clause 33.3.

10. General obligations of the Contractor

The Contractor will, at all times:

- (a) act reasonably in performing its obligations and exercising its rights under the Contract; and
- (b) diligently perform its obligations under the Contract.

11. Provision of Services

11.1 Service obligations

The Contractor must supply the Services:

- (a) to the reasonable satisfaction of the Client;
- (b) with due skill and care and to the best of the Contractor's knowledge and expertise;
- (c) to a high standard and in accordance with the professional standards of conduct applying to the relevant industry;
- (d) in accordance with the Performance Criteria;
- (e) in accordance with relevant Australian industry standards, best practice and guidelines or where none apply, relevant international industry standards, best practice and guidelines, including any specified in the Order;
- (f) using the Specified Personnel (if any);
- (g) in accordance with all applicable Laws;
- (h) in accordance with Client policies and specific requirements set out in the Order;
- (i) in accordance with any directions in relation to the Services given by the Client from time to time;
- (j) so as to meet the Milestone Dates and other project plan requirements, and where no Milestone Dates or project plan requirements are specified, promptly and without delay;
- (k) in accordance with the same standards and obligations that are imposed on Client Personnel under the *Work Health and Safety Act 2011* (Cth);
- (l) in dealing with its employees and independent contractors, have due regard to Commonwealth policies on the engagement of workers;
- (m) so as to keep accurate and auditable records relating to the performance of the Services; and
- (n) otherwise in accordance with the provisions of the Contract.

11.2 Contractor warranties

The Contractor represents and warrants that:

- (a) it has the right to enter into the Contract;
- (b) it has all rights, title, licences, interests and property necessary to lawfully perform the Services;
- (c) it and its subcontractors and Personnel, including its Specified Personnel, have the necessary experience, skill, knowledge, expertise and competence to perform the Services and (where appropriate) will hold such licences, permits or registrations as are required under any State, Territory or Commonwealth legislation to perform the Services, and are fit and proper people;
- (d) the Services will be fit for the purpose as set out in Schedule 2 and item 6 of the Order;
- (e) the Services will be complete and accurate;
- (f) any materials that the Contractor incorporates in the Services are free from defects in design, performance and workmanship;
- (g) all work performed under the Contract will be carried out and completed in a proper and workmanlike manner and in the most cost-effective manner, and using materials suitable for the purpose;
- (h) all insurance policies required to be held by the Contractor under the Contract:
 - (i) will remain in effect as provided for in the Contract; and
 - (ii) will not be varied by the Contractor without the Client's written consent; and
- (i) it and its subcontractors do not have any judicial decision against any of them (not including decisions under appeal) relating to employee entitlements in respect of which they have not paid the claim.

11.3 Access to Client's premises

The Client must cooperate with the Contractor by providing access to its premises and facilities as reasonably necessary to enable the Contractor to provide the Services.

11.4 Conduct at Client's premises

Without limiting clause 28, the Contractor must, if using or accessing the Client's premises or facilities, comply with all reasonable directions and procedures relating to occupational health and safety and security in operation at those premises or facilities, whether specifically drawn to the attention of the Contractor or as might reasonably be inferred from the circumstances.

11.5 Cultural Diversity

The Contractor should be aware of the Charter of Public Service in a Culturally Diverse Society. The Contractor must be sensitive to cultural diversity and, where the Services involve the provision of services to the public, must have regard to the principles set out in that charter.

11.6 Subcontracting

- (a) The Contractor must:
 - (i) not subcontract any aspect of the provision of the Services other than to those entities set out in item 7 of the Order without the prior written approval of the Client, which will not be unreasonably withheld;
 - (ii) not, in any event, enter into a subcontract under the Contract with a subcontractor named by the Director of Workplace Gender Equality in a report to the responsible

Minister as an employer currently not complying with the reporting requirements of the *Workplace Gender Equality Act 2012* (Cth); and

- (iii) ensure that any subcontractor approved under the Contract complies with:
 - (A) Clause 25 (Confidentiality and privacy);
 - (B) Clause 26 (Protection of personal information);
 - (C) Clause 27 (Conflict of interest);
 - (D) Clause 28 (Security);
 - (E) Clause 30 (Audit and access);
 - (F) Clause 31 (Access to documents);
 - (G) Clause 32 (Insurance).
- (iv) ensure that any subcontract entered into for the purpose of a Contract contains a provision requiring the subcontractor to comply with all applicable Laws in the performance of the subcontract.
- (b) The Contractor is fully responsible for the performance of the Services even if the Contractor subcontracts any aspect of the provision of the Services.
- (c) The Contractor agrees that the Client may publicly disclose the names, Australian Business Numbers and addresses of the subcontractors approved under a Contract and their role in fulfilling the Contract.
- (d) The Contractor must ensure that any subcontract entered into for the purpose of a Contract contains an equivalent provision to clause 11.6(c) permitting the Client to disclose the information specified in that clause.

12. Co-operation with Personnel and contractors

The Contractor must in the performance of the Services:

- (a) fully co-operate with the Client's Personnel and other contractors;
- (b) use its best efforts to coordinate its activities so as to support and facilitate, in the Client's best interests, the timely and efficient completion of all work and other activities to be performed for the Client by any person;
- (c) consult, co-operate and co-ordinate activities with Client Personnel and other contractors to address overlapping work health and safety duties and ensure, so far as is reasonable practicable, the health and safety of workers and workplaces.

13. Monitoring progress

13.1 Progress meetings under the Contract

The parties will meet at the times and in the manner set out in item 8 of the Order or the Client Specific Requirements (otherwise as agreed in writing between the parties) to discuss any issues in relation to the provision of the Services. The Contractor must ensure that the Contractor Project Officer and the Client must ensure the Client Project Officer is reasonably available to attend such meetings and answer any queries relating to the provision of the Services raised by either party.

13.2 Reporting under the Contract

The Contractor must provide the Client with reports in accordance with item 8 of the Order.

14. Performance assessment

14.1 Assessment of Services

Without limiting any other obligation of the Contractor, each element of the Services is subject to assessment by the Client against the relevant Performance Criteria.

14.2 Notice of non-compliant Services

If the Client considers that all or part of the Services do not meet the Performance Criteria, the Client must provide the Contractor with notice of that fact and include reasons for the Services not meeting the Performance Criteria.

14.3 Rectification of non-compliant Services

If the Client notifies the Contractor that all or part of the Services do not meet the Performance Criteria, the Contractor must:

- (a) take all necessary steps to ensure that the Services are promptly corrected;
- (b) give notice to the Client when the Services have been corrected; and
- (c) allow the Client to repeat the assessment of all or part of the Services against the Performance Criteria,

within five Business Days after the date of the notice or such other time as agreed between the parties in writing.

14.4 Right to terminate

If all or any part of the Services do not meet the Performance Criteria on two or more occasions, the Client may terminate the Contract immediately under clause 22.2 by giving the Contractor notice.

14.5 Other Rights

Clauses 14.2, 14.3 and 14.4 do not limit in any way any other right, remedy or recourse of the Client.

15. Personnel

15.1 Use of Specified Personnel

The Contractor must:

- (a) provide the Services or any part of the Services to which their particular expertise relates, with the active involvement of, and using the expertise of, the Specified Personnel; and
- (b) ensure that each of the Specified Personnel is aware of and complies with the Contractor's obligations in providing the Services.

15.2 If the Specified Personnel are not available

Where one or more of the Specified Personnel is or will become unable or unwilling to be involved in providing the Services, the Contractor must notify the Client immediately. The Contractor must:

- (a) if requested by the Client, provide a replacement person of suitable ability and qualifications at no additional charge and at the earliest opportunity; and

- (b) obtain the Client's written consent prior to appointing any such replacement person. The Client's consent will not be unreasonably withheld.

15.3 Client may request replacement of Personnel

The Client may at any time request the Contractor to remove from work in respect of the Contract any of the Specified Personnel or any of the Contractor's subcontractors or Personnel. The Contractor must promptly arrange for the removal of such subcontractors or Personnel and their replacement in accordance with the process outlined in clause 15.2.

16. Client Material

The Client will provide to the Contractor the Client Material and the Contractor must ensure that the Client Material is used strictly in accordance with any conditions or restrictions specified in item 12 of the Order and any direction by the Client.

17. Intellectual Property Rights

17.1 Pre-existing Material and Third Party Material

This clause 17 does not affect the ownership of the Intellectual Property Rights in any Pre-existing Material or Third Party Material.

17.2 Third Party Material

The Contractor must obtain all necessary copyright and other Intellectual Property Rights permissions before including any Third Party Material in the Contract Material or using Third Party Material as part of the Services.

17.3 Selecting an ownership model for Intellectual Property Rights in Contract Material

- (a) This clause 17 sets out a framework for the parties to select between the following ownership models for Intellectual Property Rights in Contract Material:
 - (i) **first model:** Intellectual Property Rights in Contract Material vest in the Client, who provides a licence to the Contractor as set out in clause 17.4; or
 - (ii) **second model:** Intellectual Property Rights in Contract Material vest in the Contractor, who provides a licence to the Client as set out in clause 17.5.
- (b) The ownership model for Intellectual Property Rights in Contract Material is the model set out in item 9 of Schedule 1, varied as specified in item 14 of the Order.
- (c) If no ownership model is, or both ownership models are, selected in item 9 of Schedule 1, clause 17.4 applies (varied as specified in item 14 of the Order) and clause 17.5, in its entirety, does not apply to the Contract.
- (d) Each party must, at its own cost, do all things and execute all documents necessary or convenient to give effect to the ownership model.

17.4 First model: Client ownership of Intellectual Property Rights in Contract Material

- (a) All Intellectual Property Rights in the Contract Material vest in the Client on creation.
- (b) To the extent that:
 - (i) the Client needs to use any of the Pre-existing Material or Third Party Material provided by the Contractor to receive the full benefit of the Services (including the Contract Material), the Contractor grants to, or must obtain for, the Client for the

period specified in item 10 of Schedule 1, a world-wide, royalty free, non-exclusive licence (including the right to sublicense) to use, reproduce, adapt, modify and communicate that Pre-existing Material or Third Party Material;

(ii) the Contractor needs to use any of the:

(A) Client Material; or

(B) Contract Material,

for the purpose of performing its obligations under the Contract, the Client grants to the Contractor, subject to any conditions or restrictions specified in item 10 of Schedule 1 and any direction by the Client, a world-wide, royalty-free, non-exclusive, non-transferable licence (including the right to sublicense) to use, reproduce, adapt, modify, distribute and communicate such Material solely for the purpose of providing the Services.

(c) The licence granted to the Client under clause 17.4(b)(i) does not include a right to exploit the Pre-existing Material or Third Party Material for the Client's commercial purposes.

17.5 Second model: Contractor ownership of Intellectual Property Rights in Contract Material

(a) All Intellectual Property Rights in the Contract Material vest in the Contractor on creation.

(b) To the extent that:

(i) the Client needs to use any of the:

(A) Pre-existing Material or Third Party Material provided by the Contractor; or

(B) Contract Material,

to receive the full benefit of the Services, the Contractor grants to, or must obtain for, the Client for the period specified in item 11 of Schedule 1, a world-wide, royalty free, non-exclusive licence (including the right to sublicense) to use, reproduce, adapt, modify, distribute and communicate that Material; or

(ii) the Contractor needs to use any of the Client Material for the purpose of performing its obligations under the Contract, the Client grants to the Contractor, subject to any conditions or restrictions specified in item 11 of Schedule 1 and any direction by the Client, a world-wide, royalty-free, non-exclusive, non-transferable licence (including the right to sublicense) to use, reproduce, adapt, modify and communicate such Material solely for the purpose of providing the Services.

(c) The licence granted to the Client under clause 17.5(b)(i) does not include a right to exploit the Pre-existing Material, Third Party Material or the Contract Material for the Client's commercial purposes.

17.6 Warranty

The Contractor warrants that:

(a) the Pre-existing Material, Third Party Material, the Deliverables and the Contract Material (**Warranted Materials**) and the Client's use of the Warranted Materials will not infringe the Intellectual Property Rights of any person; and

(b) it has the necessary rights to vest the Intellectual Property Rights and grant the licences as provided for in this clause 17.

17.7 Remedy for breach of warranty

If someone claims, or the Client reasonably believes that someone is likely to claim, that all or part of the Warranted Materials infringe their Intellectual Property Rights, the Contractor must, in addition to the indemnity under clause 21 and to any other rights that the Client may have against it, promptly, at the Contractor's expense:

- (a) use its best efforts to secure the rights for the Client to continue to use the affected Warranted Materials free of any claim or liability for infringement; or
- (b) replace or modify the affected Warranted Materials so that the Warranted Materials or the use of them does not infringe the Intellectual Property Rights of any other person, without any degradation of the performance or quality of the affected Warranted Materials.

17.8 Delivery of Contract Material

On the expiry or termination of the Contract or on such earlier date as may be specified by the Client, the Contractor must deliver to the Client Project Officer all Contract Material.

18. Moral Rights

18.1 Obtaining consents

To the extent permitted by applicable Laws and for the benefit of the Client, the Contractor must:

- (a) give, where the Contractor is an individual, in a form acceptable to the Client;
- (b) use its best endeavours to ensure that each of the Personnel used by the Contractor in the production or creation of the Contract Material gives, in a form acceptable to the Client; and
- (c) use its best endeavours to ensure that any holder of Moral Rights in Third Party Material included in the Contract Material gives,

genuine consent in writing to the use of the Contract Material for the Specified Acts, even if such use would otherwise be an infringement of its or their Moral Rights.

18.2 Specified Acts

- (a) In this clause 18, unless otherwise specified in the Order, **Specified Acts** means:
 - (i) falsely attributing the authorship of any Contract Material, or any content in the Contract Material (including without limitation literary, dramatic, artistic works and cinematograph films within the meaning of the *Copyright Act 1968* (Cth));
 - (ii) materially altering the style, format, colours, content or layout of the Contract Material and dealing in any way with the altered Contract Material;
 - (iii) reproducing, communicating, adapting, publishing or exhibiting any Contract Material; and
 - (iv) adding any additional content or information to the Contract Material.
- (b) For the purposes of clause 18.2(a), **Contract Material** includes any Pre-existing Material and Third Party Material to the extent that it is included in, forms part of or is attached to the Contract Material.

19. Payment

19.1 Obligation to pay charges

Subject to this clause 19 and the Services meeting the requirements of the Contract including the Performance Criteria, the Client must pay to the Contractor the Service Charges as set out in item 15 of the Order.

19.2 Contractor to provide invoice

The Contractor must provide a correctly rendered invoice to the Client for the Service Charges in accordance with the requirements specified in Schedule 4.

19.3 Due date for payment

Unless otherwise specified in the Order, the Client must make payment of a correctly rendered invoice within 30 days after receiving the invoice. If this period ends on a day which is not a Business Day, payment is due on the next Business Day.

19.4 Incorrect invoices, under/over payment

If an invoice is found to have been rendered incorrectly after payment, any underpayment or overpayment will be recoverable by or from the Contractor, as the case may be, and, without limiting recourse to other available means, may be offset against any amount subsequently due by the Client to the Contractor under the Contract.

19.5 Expenses

Unless specified otherwise in item 16 of the Order, the Contractor must not charge the Client for any fees, charges or expenses (including travel and accommodation, document reproduction, transportation and courier charges, and telecommunications charges) in addition to the Service Charges. The Client is under no obligation to pay any amount in excess of the Service Charges.

19.6 Taxes

The Contractor must pay all:

- (a) stamp duty (including penalties and interest) assessed or payable in respect of the Contract and the undertaking of the Services; and
- (b) subject to clause 20, all taxes, duties and government charges imposed or levied in Australia or overseas in connection with the performance of the Contract.

19.7 Interest

Interest is payable by the Client to the Contractor in the circumstances set out in Schedule 4.

20. GST

20.1 Interpretation

In this clause 20, a word or expression defined in the *A New Tax System (Goods and Services Tax) Act 1999* (Cth) has the meaning given to it in that Act.

20.2 GST gross up

If a party (**Supplier**) makes a supply under or in connection with the Contract in respect of which GST is payable, the recipient of the supply (**Recipient**) must pay to the Supplier an additional amount equal to the GST payable on the supply (**GST Amount**).

20.3 Reimbursements

If a party must reimburse or indemnify another party for a loss, cost or expense, the amount to be reimbursed or indemnified is first reduced by any input tax credit the other party is entitled to for the loss, cost or expense, and then increased in accordance with clause 20.2.

20.4 Exclusion of GST from calculations

If a payment is calculated by reference to or as a specified percentage of another amount or revenue stream, that payment will be calculated by reference to or as a specified percentage of the amount or revenue stream exclusive of GST.

20.5 Adjustments

- (a) If the GST payable by a Supplier on any supply made under or in connection with the Contract varies from the GST Amount paid or payable by the Recipient under clause 20.2 such that a further amount of GST is payable in relation to the supply or a refund or credit of GST is obtained in relation to the supply, then the Supplier will provide a corresponding refund or credit to, or will be entitled to receive the amount of that variation from, the Recipient.
- (b) Any payment, credit or refund under this clause is deemed to be a payment, credit or refund of the GST Amount payable under clause 20.2.
- (c) If an adjustment event occurs in relation to a supply, the Supplier must issue an adjustment note to the Recipient in relation to that supply within 14 days after becoming aware of the adjustment.

20.6 Tax invoice

A party need not make a payment for a taxable supply made under or in connection with the Contract until it receives a tax invoice for the supply to which the payment relates.

21. Indemnity

21.1 Indemnity

- (a) The Contractor will at all times indemnify, hold harmless and defend the Client, its officers and employees (referred to in this clause 21.1 as those indemnified) from and against any loss or liability, including:
 - (i) loss of, or damage to, property of the Client;
 - (ii) claims by any person in respect of personal injury or death;
 - (iii) claims by any person in respect of loss of, or damage to, any property; and
 - (iv) costs and expenses including the costs of defending or settling any claim referred to in clause 21.1(a)(ii) or clause 21.1(a)(iii),arising out of or as a consequence of:
 - (v) an infringement, or an alleged infringement, of the Intellectual Property Rights of any person, which occurred by reason of an act done by the Client in relation to any part of the Services;
 - (vi) any actual, likely or threatened breach of the Contractor's or subcontractor's obligations relating to Confidential Information or personal information; or
 - (vii) without limiting the preceding paragraphs, any breach of the Contract by the Contractor, or negligence on the part of the Contractor, its Personnel or subcontractors or wrongful or unlawful act or omission on the part of the Contractor, its Personnel or subcontractors.
- (b) The Contractor's liability to indemnify those indemnified under clause 21.1(a) will be reduced proportionally to the extent that any negligent act or omission of those indemnified contributed to the loss.

- (c) The Contractor will at all times indemnify, hold harmless and defend the Client against any compensation, remuneration or other amount payable to a third party for the use or exploitation of the Contract Material (or any of it), or exercise of any Intellectual Property Right of a third party embodied in the Contract Material, by the Client (or any person authorised by the Client) in circumstances where that use, exploitation or exercise is permitted under legislation without infringing the third party's Intellectual Property Right, and against all loss, liability, cost and expense arising out of or in connection with a claim for payment of any such compensation, remuneration or other amount.

22. Termination of the Contract

22.1 Termination and reduction for convenience

- (a) The Client may, at any time, by notice, terminate the Contract or reduce the scope of the Services, including for or as a result of a machinery of government change.
- (b) On receipt of a notice of termination or reduction the Contractor must:
 - (i) stop work as specified in the notice;
 - (ii) take all available steps to minimise loss resulting from that termination and to protect Client Material and Contract Material; and
 - (iii) continue work on any part of the Services not affected by the notice.
- (c) If the Contract is terminated under clause 22.1, the Client is liable only for:
 - (i) payments under clause 19 for Services rendered in accordance with the Contract before the effective date of termination; and
 - (ii) reasonable costs actually incurred by the Contractor and directly attributable to the termination.
- (d) If the scope of the Services is reduced, the Client's liability to pay the Service Charges or to provide Client Material abates in accordance with the reduction in the Services.
- (e) The Client is not liable to pay compensation under clause 22.1(c)(ii) for an amount which would, in addition to any amounts paid or due, or becoming due, to the Contractor under the Contract, exceed the total Service Charges payable under the Contract.
- (f) The Contractor is not entitled to compensation for loss of prospective profits.

22.2 Termination for default

- (a) Without limiting any other rights or remedies the Client may have against the Contractor arising out of or in connection with the Contract, the Client may terminate the Contract effective immediately by giving notice to the Contractor if:
 - (i) the Contractor breaches a material provision of the Contract where that breach is not capable of remedy;
 - (ii) the Contractor breaches any provision of the Contract and fails to remedy the breach within 14 days after receiving notice requiring it to do so;
 - (iii) in the opinion of the Client, a conflict of interest exists which would prevent the Contractor from performing its obligations under the Contract; or
 - (iv) an event specified in clause 22.2(c) or 28.4(a) happens to the Contractor.
- (b) Without limitation, for the purposes of clause 22.2(a)(i), each of the following constitutes a breach of a material provision:

- (i) breach of warranty under clause 11.2 (Contractor warranties);
 - (ii) a failure to comply with clause 15 (Personnel);
 - (iii) a failure to comply with clause 17 (Intellectual Property Rights);
 - (iv) a failure to comply with clause 25 (Confidentiality);
 - (v) a failure to comply with clause 26 (Protection of personal information);
 - (vi) a failure to notify the Client of a conflict of interest under clause 27 (Conflict of interest); or
 - (vii) a failure to comply with clause 32 (Insurance).
- (c) The Contractor must notify the Client immediately if:
- (i) the Contractor being a corporation, there is any change in the direct or indirect beneficial ownership or control of the Contractor;
 - (ii) the Contractor disposes of the whole or any part of its assets, operations or business other than in the ordinary course of business;
 - (iii) the Contractor ceases to carry on business;
 - (iv) the Contractor ceases to be able to pay its debts as they become due;
 - (v) the Contractor being a company enters into liquidation or has a controller or managing controller or liquidator or administrator appointed;
 - (vi) the Contractor being a natural person is declared bankrupt or assigns his or her estate for the benefit of creditors; or
 - (vii) where the Contractor is a partnership, any step is taken to dissolve that partnership.

In this clause, **controller**, **managing controller** and **administrator** have the same meanings as in the Corporations Act.

22.3 After termination

On termination of the Contract the Contractor must:

- (a) stop work on the Services;
- (b) deal with Contract Material in accordance with clause 17.8; and
- (c) deal with Client Material and the Client's Confidential Information as reasonably directed by the Client.

22.4 Termination does not affect accrued rights

Termination of the Contract does not affect any accrued rights or remedies of a party.

23. Survival

The following clauses survive the expiry or termination of this Deed or a Contract:

- (a) Clause 7 (Transition Out);
- (b) Clause 17 (Intellectual Property Rights);
- (c) Clause 18 (Moral Rights);
- (d) Clause 20 (GST);
- (e) Clause 21 (Indemnity);

(f) Clause 26 (Protection of Personal Information);

(g) Clause 28 (Security); and

for a period of seven (7) years following the expiry or earlier termination of this Deed or a Contract,

(h) Clause 29 (Books and Records);

(i) Clause 30 (Audit and Access); and

(j) Clause 32 (Insurance).

24. Entire agreement

The Deed and the Contract constitute the entire agreement between the parties in connection with their subject matter and supersede all previous agreements or understandings between the parties in connection with their subject matter.

Part 3 – General requirements

25. Confidentiality and privacy

25.1 Prohibition on disclosure

- (a) Subject to clause 25.4, the Contractor must not, without the prior written consent of the Client, disclose any Client Confidential Information to a third party.
- (b) Subject to clause 25.4, the Client must not, without the prior written consent of the Contractor, disclose any Contractor Confidential Information to a third party.

25.2 Conditions of approval

In giving written consent to use or disclose Client Confidential Information, the Client may impose such conditions as it thinks fit. The Contractor must comply with any term or condition imposed by the Client under this clause 25.2.

25.3 Advisers and third parties

The Client may at any time require the Contractor to arrange for:

- (a) its Advisers;
- (b) its Personnel and other employees and subcontractors engaged in the performance of the Services; or
- (c) any other third party, to whom Client Confidential Information may be disclosed pursuant to clause 25.4(a) or clause 25.4(b),

to give a written undertaking relating to the use and non-disclosure of the Client's Confidential Information substantially in the form set out in Schedule 8.

25.4 Exceptions to obligations

The obligations on each party under clause 25.1 will not be taken to have been breached to the extent that Confidential Information of the other party:

- (a) is disclosed by a party to its Advisers or employees solely in order to comply with obligations, or to exercise rights, under this Deed;
- (b) is disclosed to a party's internal management personnel, solely to enable effective management or auditing of activities related to this Deed;
- (c) is disclosed by the Client to the responsible Minister;
- (d) is disclosed by the Client, in response to a request by a House or a Committee of the Parliament of the Commonwealth;
- (e) is shared by the Department within the Department, or with another agency, where this serves the Commonwealth's legitimate interests;
- (f) is disclosed by the Client to the Auditor General, Ombudsman or Privacy Commissioner;
- (g) is required by Law to be disclosed; or
- (h) is in the public domain otherwise than due to a breach of this Deed.

25.5 Obligation on disclosure

Where a party discloses Confidential Information of the other party to another person:

- (a) pursuant to clauses 25.4(a), (b) or (e), the disclosing party must:
 - (i) notify the receiving person that the information is Confidential Information; and

- (ii) not provide the information unless the receiving person agrees to keep the information confidential, including in the case of Client Confidential Information, the receiving person giving the Client a legally binding undertaking to that effect substantially in the form set out in Schedule 8; or
- (b) pursuant to clauses 25.4(c) or (d), the disclosing party must notify the receiving party that the information is Confidential Information of the other party.

25.6 Additional confidential information

- (a) The parties may agree in writing after the date of this Deed that certain additional information is to constitute Confidential Information for the purposes of this Deed.
- (b) Where the parties agree in writing after the date of this Deed that certain additional information is to constitute Confidential Information for the purposes of this Deed, this documentation is incorporated into, and becomes part of this Deed, on the date by which both parties have signed this documentation.

25.7 Period of confidentiality

The obligations under this clause 25 continue, notwithstanding the expiry or termination of this Deed:

- (a) in relation to an item of information described in Schedule 1 or the Order, for the period set out in Schedule 1 or the Order in respect of that item; and
- (b) in relation to any information which the parties agree in writing after the date of this Deed is to constitute Confidential Information for the purposes of this Deed, for the period agreed by the parties in writing in respect of that information.

25.8 No reduction in privacy obligations

Nothing in this Deed derogates from any obligation which either party may have under the *Privacy Act 1988* (Cth) as amended from time to time, in relation to the protection of personal information as defined in that Act or information that is protected by the *Census and Statistics Act 1905* (Cth), or any other Act, regulation or other legislative instrument requiring secrecy or confidentiality in dealing with information.

25.9 Return of information

At the Client's request or on the expiry or termination of this Deed, the Contractor must promptly return all of the Client's physical and written records containing Client Confidential Information, and all documentation relating to that Client Confidential Information (including copies), to the Client in a form reasonably requested by the Client. Alternatively, if requested by the Client, the Contractor must destroy such items in the manner specified by the Client and promptly certify to the Client in writing that it has done so.

25.10 Confidential provisions

Notwithstanding any other provision of this Deed, the Client may disclose the provisions of this Deed except the Confidential Deed Provisions and the Confidential Contract Provisions.

26. Protection of personal information

26.1 Definitions

In this clause 26, the terms 'agency', 'Australian Privacy Principle' (APPs), 'APP privacy policy', 'Australian Privacy Principle Code' (APP code) and 'contracted service provider' have the same meaning as they have in section 6 of the Privacy Act, and 'personal information', which also has the meaning it has in section 6 of the Privacy Act, means:

‘information or an opinion about an identified individual, or an individual who is reasonably identifiable whether the information or opinion is true or not and whether the information or opinion is recorded in a material form or not’.

26.2 Application of this clause

This clause 26 applies only where the Contractor deals with personal information when, and for the purpose of, providing Services under this Deed.

26.3 Obligations

The Contractor acknowledges that it is a ‘contracted service provider’ and agrees in respect of the provision of Services under this Deed to take all necessary measures to ensure that personal information in its possession or control in connection with this Deed is protected against loss and unauthorised access, use, disclosure or modification.

- (a) The Contractor must, on request from the Commonwealth, provide to the Commonwealth:
 - (i) a copy of the Contractor’s and any subcontractor’s APP privacy policy which is compliant with APP 1;
 - (ii) copies of the Contractor’s and any subcontractor’s security and data protection policies upon request by the Commonwealth; or
 - (iii) details of the Contractor’s and any subcontractor’s processes and procedures implemented to ensure compliance with the Privacy Act.
- (b) The Contractor agrees in respect of the provision of Services under this Deed:
 - (i) not to collect personal information unless the information is necessary, directly or indirectly, to discharge an obligation of this Deed;
 - (ii) to use or disclose personal information obtained during the course of providing Services under this Deed, only for the purposes of this Deed;
 - (iii) not to do any act or engage in any practice that would breach an APP contained in schedule 1 of the Privacy Act, which if done or engaged in by an agency, would be a breach of that APP;
 - (iv) to carry out and discharge the obligations contained in the APPs as if it were an agency under the Privacy Act;
 - (v) to notify individuals whose personal information the Contractor holds, that complaints about acts or practices of the Contractor may be investigated by the Privacy Commissioner who has power to award compensation against the Contractor in appropriate circumstances;
 - (vi) not to use or disclose personal information or engage in an act or practice that would breach APP 7 (direct marketing) or a registered APP Code which is applicable to the Contractor, unless the use or disclosure is necessary, directly or indirectly, to discharge an obligation of this Deed;
 - (vii) to follow any reasonable directions given by the Commonwealth to ensure compliance with the Privacy Act;
 - (viii) must not transfer or transmit personal information outside of Australia except with the prior written approval of the Commonwealth, which will not be unreasonably withheld. In giving its approval the Commonwealth may impose such conditions as it thinks fit. The Contractor must comply with any term or condition imposed by the Commonwealth under this clause 26.3(b)(viii);

- (ix) to disclose in writing to any person who asks, the content of the provisions of this Deed (if any) that are inconsistent with an APP or a registered APP code which is binding on a party to this Deed;
- (x) to immediately notify the Commonwealth if the Contractor becomes aware of a breach or possible breach of any of the obligations contained in, or referred to in, this clause 26, whether by the Contractor or any subcontractor (including any complaints made about acts or practices of the Contractor in connection with personal information);
- (xi) to notify the Commonwealth of any subpoena, warrant, order, demand or request made by a foreign court or other authority for the disclosure of personal information to which the Privacy Act applies and to not disclose such information without the prior written approval of the Commonwealth, which will not be unreasonably withheld. In giving its approval the Commonwealth may impose such conditions as it thinks fit. The Contractor must comply with any term or condition imposed by the Commonwealth under this clause 26.3(b)(xi);
- (xii) to comply with any directions, guidelines, determinations or recommendations of the Privacy Commissioner, notified to the Contractor by the Commonwealth to the extent that they are not inconsistent with the requirements of this clause 26; and
- (xiii) to ensure that any employee of the Contractor who is required to deal with personal information for the purposes of this Deed is made aware of the obligations of the Contractor set out in this clause 26.

26.4 Subcontracts

The Contractor must ensure that any subcontract entered into for the purpose of fulfilling its obligations under this Deed contains provisions to ensure that the subcontractor has the same awareness and obligations as the Contractor has under this clause 26, including the requirement in relation to subcontracts.

26.5 Indemnity

The Contractor agrees to indemnify the Commonwealth in respect of any loss or liability suffered or incurred by the Commonwealth which arises directly or indirectly from a breach of any of the obligations of the Contractor under this clause 26, or a subcontractor under the subcontract provisions referred to in clause 26.4.

27. Conflict of interest

27.1 Warranty

The Contractor warrants that, to the best of its knowledge after making diligent inquiry, at the date of signing this Deed and at the formation of each Contract, no conflict of interest exists or is likely to arise in the performance of its obligations under this Deed.

27.2 Notification of a conflict of interest

If, during the performance of the Services a conflict of interest arises, or appears likely to arise, the Contractor must:

- (a) notify the Client immediately in writing;
- (b) make full disclosure of all relevant information relating to the conflict; and
- (c) take such steps as the Client requires to resolve or otherwise deal with the conflict.

28. Security

28.1 Australian Government Protective Security Policy Framework

The Contractor must comply with the security requirements detailed in the Australian Government Protective Security Policy Framework as minimum standards (to the extent applicable to the Services), any security requirements specified in item 13 of Schedule 1 or the Order and any additional requirements advised by the Client from time to time.

28.2 Security clearances

- (a) If required by the Client, each of the Personnel engaged by or on behalf of the Contractor must hold an Australian Government security clearance to the level required by the Client.
- (b) The Client will facilitate the obtaining of security clearances.
- (c) The cost of security clearances will be borne by the Contractor.

28.3 Security checks

The Client may undertake any security checks it considers appropriate of the Contractor, its employees, agents and subcontractors.

28.4 Security breaches

- (a) The Contractor acknowledges that if any Personnel loses their security clearance or causes a security breach, the Client may:
 - (i) after consultation with the Contractor, require the replacement of that person; or
 - (ii) immediately terminate this Deed for breach.
- (b) The Contractor must notify the Client immediately on becoming aware of any security incident or security breach. The Contractor agrees that if a security incident or a security breach occurs, the Contractor will immediately comply with all directions of the Client in order to address the incident or breach, and ensure it does not occur again.

29. Books and records

29.1 Contractor to keep books and records

The Contractor must:

- (a) keep and require its subcontractors to keep adequate books and records in accordance with Accounting Standards, in sufficient detail to enable the amounts payable by the Client under this Deed to be determined; and
- (b) retain and require its subcontractors to retain for a period of seven years after the expiry or termination of this Deed, all books and records relating to the Services.

29.2 Costs

The Contractor must bear its own costs of complying with this clause 29.

30. Audit and access

30.1 Right to conduct audits

The Client or a representative may conduct audits relevant to the performance of the Contractor's obligations under this Deed. Audits may be conducted of:

- (a) the Contractor's operational practices and procedures as they relate to this Deed, including security procedures;

- (b) the accuracy of the Contractor's invoices and reports in relation to the provision of the Services under this Deed;
- (c) the Contractor's compliance with its confidentiality, privacy and security obligations under this Deed;
- (d) Material (including books and records) in the possession of the Contractor relevant to the Services or this Deed; and
- (e) any other matters determined by the Client to be relevant to the Services or this Deed.

30.2 Access by the Client

- (a) The Client may, at reasonable times and on giving reasonable notice to the Contractor:
 - (i) access the premises of the Contractor to the extent relevant to the performance of this Deed;
 - (ii) require the provision by the Contractor, its employees, agents or subcontractors of records and information in a data format and storage medium accessible by the Client by use of the Client's existing computer hardware and software;
 - (iii) inspect and copy documentation, books and records, however stored, in the custody or under the control of the Contractor, its employees, agents or subcontractors; and
 - (iv) require assistance in respect of any inquiry into or concerning the Services or this Deed. For these purposes an inquiry includes any administrative or statutory review, audit or inquiry (whether within or external to the Client), any request for information directed to the Client, and any inquiry conducted by Parliament or any Parliamentary committee.
- (b) The Contractor must provide access to its computer hardware and software to the extent necessary for the Client to exercise its rights under this clause 30, and provide the Client with any reasonable assistance requested by the Client to use that hardware and software.

30.3 Conduct of audit and access

The Client must use reasonable endeavours to ensure that:

- (a) audits performed pursuant to clause 30.1; and
 - (b) the exercise of the general rights granted by clause 30.2 by the Client,
- do not unreasonably delay or disrupt in any material respect the Contractor's performance of its obligations under this Deed or its business.

30.4 Costs

Unless otherwise agreed in writing, each party must bear its own costs of any reviews and/or audits.

30.5 Auditor-General and Privacy Commissioner

The rights of the Client under clause 30.2(a)(i) to 30.2(a)(iii) apply equally to the Auditor-General or a delegate of the Auditor-General, or the Privacy Commissioner or a delegate of the Privacy Commissioner, for the purpose of performing the Auditor-General's or Privacy Commissioner's statutory functions or powers.

30.6 Contractor to comply with Auditor-General's requirements

The Contractor must do all things necessary to comply with the Auditor-General's or his or her delegate's or the Privacy Commissioner's or his or her delegate's requirements, notified under

clause 30.2, provided such requirements are legally enforceable and within the power of the Auditor-General, the Privacy Commissioner, or his or her respective delegate.

30.7 No reduction in responsibility

The requirement for, and participation in, audits does not in any way reduce the Contractor's responsibility to perform its obligations in accordance with this Deed.

30.8 Subcontractor requirements

The Contractor must ensure that any subcontract entered into for the purpose of this Deed contains an equivalent clause granting the rights specified in this clause 30.

30.9 No restriction

Nothing in this Deed reduces, limits or restricts in any way any function, power, right or entitlement of the Auditor-General or a delegate of the Auditor-General or the Privacy Commissioner or a delegate of the Privacy Commissioner. The rights of the Client under this Deed are in addition to any other power, right or entitlement of the Auditor-General or a delegate of the Auditor-General or the Privacy Commissioner or a delegate of the Privacy Commissioner.

31. Access to documents

31.1 Definitions

In this clause, 'document' has the same meaning as in the *Freedom of Information Act 1982* (Cth) and 'Client contract' has the same meaning as 'Commonwealth Contract' in the *Freedom of Information Act 1982* (Cth).

31.2 Application of this clause

This clause 31 *only* applies where the Deed or Contract is a Client contract.

31.3 Obligations

The Contractor agrees that where the Client has received a request for access to a document created by, or in the possession of, the Contractor or any subcontractor that relates to the performance of this Deed or Contract (and not to the entry into the Deed or Contract), the Client may at any time by written notice require the Contractor to provide the document to the Client, and the Contractor must, at no additional cost to the Client, promptly comply with the notice.

31.4 Subcontractor requirements

The Contractor must include in any subcontract relating to the performance of this Deed or Contract provisions that will enable the Contractor to comply with its obligations under clause 31.

32. Insurance

32.1 Obligation to maintain insurance

In connection with the provision of the Services, the Contractor must have and maintain:

- (a) for the Deed Period, valid and enforceable insurance policies for:
 - (i) public liability;
 - (ii) either professional indemnity or errors or omissions;
 - (iii) workers' compensation as required by Law; and
 - (iv) any additional types of insurance policy specified in item 14 of Schedule 1 or the Order; and
- (b) for seven years following the expiry or termination of this Deed, valid and enforceable insurance policies for either professional indemnity or errors or omissions, unless otherwise

specified in item 14 of Schedule 1 or the Order, in the amounts specified in item 14 of Schedule 1, or as otherwise specified in the Order.

32.2 Certificates of currency

The Contractor must, on request by the Client, provide current relevant confirmation of insurance documentation from its insurers or insurance brokers certifying that it has insurance as required by clause 32.1.

33. Unforeseen events

33.1 Occurrence of unforeseen event

Subject to clause 33.2, a party (**Affected Party**) is excused from performing its obligations under this Deed to the extent it is prevented by circumstances beyond its reasonable control (other than lack of funds for any reason or any strike, lockout and labour disputes in respect of the Contractor only), including acts of God, natural disasters, acts of war, riots and strikes outside the Affected Party's organisation.

33.2 Notice of unforeseen event

When the circumstances described in clause 33.1 arise or are reasonably perceived by the Affected Party as an imminent possibility, the Affected Party must give notice of those circumstances to the other party as soon as possible, identifying the effect they will have on its performance. An Affected Party must make all reasonable efforts to minimise the effects of such circumstances on the performance of this Deed.

33.3 Termination

If non-performance or diminished performance by the Affected Party due to the circumstances under clause 33.1 continues for a period of more than 30 consecutive days or other period as specified in item 15 of Schedule 1, the other party may terminate this Deed immediately by giving the Affected Party written notice.

33.4 Consequences of termination

If this Deed is terminated under clause 33.3:

- (a) each party will bear its own costs and neither party will incur further liability to the other; and
- (b) where the Contractor is the Affected Party, it will be entitled to payment for Services rendered in accordance with this Deed prior to the date of intervention of the circumstances described in clause 33.1.

34. Dispute resolution

34.1 No arbitration or court proceedings

If a dispute arises in relation to the conduct of this Deed (**Dispute**), a party must comply with this clause 34 before starting arbitration or court proceedings (except proceedings for urgent interlocutory relief). After a party has sought or obtained any urgent interlocutory relief, that party must follow this clause 34.

34.2 Notification

A party claiming a Dispute has arisen must give the other parties to the Dispute notice setting out details of the Dispute.

34.3 Parties to resolve Dispute

During the 14 days after a notice is given under clause 34.2 (or longer period if the parties to the Dispute agree in writing), each party to the Dispute must use its reasonable efforts through a meeting of CEOs (or their nominees) to resolve the Dispute. If the parties cannot resolve the Dispute within that period, they must refer the Dispute to a mediator if one of them requests.

34.4 Appointment of mediator

If the parties to the Dispute cannot agree on a mediator within seven days after a request under clause 34.3, the chairperson of LEADR or the chairperson's nominee will appoint a mediator.

34.5 Role of mediator and obligations of parties

The role of a mediator is to assist in negotiating a resolution of the Dispute. A mediator may not make a binding decision on a party to the Dispute except if the party agrees in writing. Unless agreed by the mediator and parties, the mediation must be held within 21 days of the request for mediation in clause 34.3. The parties must attend the mediation and act in good faith to genuinely attempt to resolve the Dispute.

34.6 Confidentiality

Any information or documents disclosed by a party under this clause 34:

- (a) must be kept confidential; and
- (b) may only be used to attempt to resolve the Dispute.

34.7 Costs

Each party to a Dispute must pay its own costs of complying with this clause 34. The parties to the Dispute must equally pay the costs of any mediator.

34.8 Termination of process

A party to a Dispute may terminate the dispute resolution process by giving notice to each other party after it has complied with clauses 34.1 to 34.5. Clauses 34.6 and 34.7 survive termination of the dispute resolution process.

34.9 Breach of this clause

If a party to a Dispute breaches clauses 34.1 to 34.8, the other party does not have to comply with those clauses in relation to the Dispute.

35. Notices and other communications

35.1 Service of Notices

A Notice must be:

- (a) in writing, in English and signed by a person duly authorised by the sender; and
- (b) hand delivered or sent by prepaid post or facsimile to the recipient's address for Notices specified in item 16 of Schedule 1, as varied by any Notice given by the recipient to the sender.

35.2 Effective on receipt

A Notice given in accordance with clause 35.1 takes effect when it is taken to be received (or at a later time specified in it), and is taken to be received:

- (a) if hand delivered, on delivery;

- (b) if sent by prepaid post, on the second Business Day after the date of posting (or on the seventh Business Day after the date of posting if posted to or from a place outside Australia); or
- (c) if sent by facsimile, when the sender's facsimile system generates a message confirming successful transmission of the entire Notice unless, within eight Business Hours after the transmission, the recipient informs the sender that it has not received the entire Notice,

but if the delivery, receipt or transmission is not on a Business Day or is after 5.00pm on a Business Day, the Notice is taken to be received at 9.00am on the next Business Day.

36. Miscellaneous

36.1 Ownership

All copyright and other Intellectual Property Rights contained in this Deed remain the property of the Client.

36.2 Variation

No agreement or understanding varying or extending this Deed is legally binding upon either party unless the agreement or understanding is in writing and signed by both parties.

36.3 Trustee

The Contractor represents and warrants that if the Contractor is a trustee, it enters into this Deed personally and in its capacity as trustee and has the power to perform its obligations under this Deed.

36.4 Approvals and consents

Except where this Deed expressly states otherwise, a party may, in its discretion, give conditionally or unconditionally or withhold any approval or consent under this Deed.

36.5 Assignment and novation

A party may only assign its rights or novate its rights and obligations under this Deed with the prior written consent of the other party.

36.6 Costs

Each party must pay its own costs of negotiating, preparing and executing this Deed.

36.7 No merger

The rights and obligations of the parties under this Deed do not merge on completion of any transaction contemplated by this Deed.

36.8 Further action

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

36.9 Severability

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

36.10 Waiver

Waiver of any provision of or right under this Deed:

- (a) must be in writing signed by the party entitled to the benefit of that provision or right; and
- (b) is effective only to the extent set out in any written waiver.

36.11 Relationship

- (a) The parties must not represent themselves, and must ensure that their officers, employees, agents and subcontractors do not represent themselves, as being an officer, employee, partner or agent of the other party, or as otherwise able to bind or represent the other party.
- (b) This Deed does not create a relationship of employment, agency or partnership between the parties.

36.12 Announcements

- (a) The Contractor must, before making a public announcement in connection with this Deed or any transaction contemplated by it, obtain the Client's written agreement to the announcement, except if required by Law or a regulatory body (including a relevant stock exchange).
- (b) If the Contractor is required by Law or a regulatory body to make a public announcement in connection with this Deed or any transaction contemplated by this Deed, the Contractor must, to the extent practicable, first consult with and take into account the reasonable requirements of the Client.

36.13 Governing law and jurisdiction

This Deed is governed by the law of the Australian Capital Territory and each party irrevocably and unconditionally submits to the non-exclusive jurisdiction of the courts of the Australian Capital Territory.

Schedule 1– Deed Details

Item	Description	Clause	Details
1.	Department	1.1	Commonwealth of Australia as represented by the Department of Industry Address: 10 Binara Street, Canberra ACT 2600 ABN 74 599 608 295
2.	Contractor	1.1	Name of Contractor: [insert name] Address: [insert street address] ABN: [insert ABN]
3.	Department Representative	1.1	[insert position and/or name of the Department's representative]
4.	Contractor Representative	1.1	[insert position and/or name of Contractor's representative]
5.	Commencement Date	1.1 and 3.1	[insert date Deed is to commence eg, dd/mm/yy]
6.	Initial Deed Period	1.1 and 3.1	[insert the initial period of time for which the Deed will continue eg, 2 years]
7.	Option Period	3.2	[insert Option Period eg, 2 periods each being 1 year in duration. Otherwise insert 'not applicable']
8.	Option Notice Period	3.2	[if Option Notice Period is to be other than 30 days, insert alternative Option Notice Period (eg, 45 days). Otherwise insert 'no change']
9.	Intellectual Property Rights – ownership of Contract Material	1.1 and 17	Department of Industry user must select one of the following ownership models by deleting the paragraph that does not apply. Please refer to the Contract User Notes available at Procurement Toolkit for further information on the options. Contact ProcurementInbox if the Client requires the right to exploit material for commercial purposes.] clause 17.4 (First model: Department ownership of and licence to Intellectual Property Rights in Contract Material) is to apply.
10.	Intellectual Property Rights – licences	1.1 and 17	Where clause 17.4 (First model: Department ownership of and licence to Intellectual Property Rights in Contract Material) is to apply: 1. Period of Department's licence is: perpetual.

Item	Description	Clause	Details
11.	Intellectual Property Rights – licences	1.1 and 17	Where clause 17.5 (Second model: Contractor ownership of and licence to Intellectual Property Rights in Contract Material) is to apply: 1. Not applicable.
12.	Confidential Information	1.1 and 25	[insert each party's Confidential Information (decided by reference to the Confidentiality Test set out in DoF's Buying for the Australian Government web-based guidance), including any Deed provisions or Schedules that are to be kept confidential. The period of confidentiality should be specified for each item. If the parties agree that different items of information are to be confidential for different periods of time, the different periods should be recorded next to each item. An assessment will need to be made by the parties on a case-by-case basis about what is to be included in this item. Note that the Department must report the Confidential Deed provisions or Schedules in accordance with the Senate Order on Departmental and Agency Contracts, including providing a statement of reasons for the confidentiality. Users can contact ProcurementInbox for further information.]
13.	Security	28	[insert any security requirements additional to those specified in clause 28. Otherwise insert 'no additional requirements']
14.	Insurance	31	[\$ insert amount] of public liability insurance. [\$ insert amount] of professional indemnity or errors and omissions insurance. Workers compensation as required by Law [insert any additional types of insurance the Contractor is required to maintain and the amount of that insurance required]
15.	Unforeseen events termination period	33.3	[if a termination period other than 30 days will apply in the event of an 'unforeseen event,' specify it here. Otherwise insert 'no change']

Item	Description	Clause	Details
16.	Address for Notices	35	Department: [insert name and position of person to receive Notices] [insert postal address] [insert physical address] [insert facsimile number] Contractor: [insert name and position of person to receive Notices] [insert postal address] [insert physical address] [insert facsimile number]

Schedule 2 – Categories of Services

1. Categories of Services

The Contractor must throughout the Deed Period be capable of providing the following:

- (a) [insert comprehensive description of categories of services. Categories should be able to be referenced to services listed in Schedule 4 – Rates for Categories of Services, and taken from the Statement of Requirements of the RFT and the Contractor's tender responses]

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Schedule 3 – Management of the Deed

1. Progress meetings (clause 5.1)

Meeting	Attendees	Frequency	Place

2. Reporting (clause 5.2)

[list the reports to be provided under the Deed, ie in relation to Services under all Contracts. Reporting requirements for particular Contracts can be specified in the Order.]

Report type and content	Frequency	Date
[e.g. a report detailing the Services provided to the Department, the duration of Contracts, the Contractor's performance against relevant measures and the fees paid or payable by the Department for the relevant period]	[e.g. ad hoc]	[e.g. within 7 days of a request from the Department]
[e.g. an IP management report detailing any Contract Material created during the relevant year, licences granted, moral right consents.]	[e.g. annually]	[e.g. due within 2 weeks of each anniversary of the Commencement Date]

Schedule 4 – Rates for Categories of Services

1. Rates (clause 4)

1.1 Hourly rates

[add hourly rates for each person if payment is to be made on a time and materials basis. If not, delete the table and mark this section 'Not Applicable'.]

Personnel	Hourly Rate (exclusive of GST)	GST Component

1.2 Daily rates

[add daily rates for each person if payment is to be made on a time and materials basis. If not, delete the table and mark this section 'Not Applicable'.]

Personnel	Daily Rate (exclusive of GST)	GST Component

1.3 GST exclusive

All Rates are GST exclusive.

1.4 Variation

[insert formula or mechanism that is to be used to vary the Rates. In order to be enforceable, the formula or mechanism must be 'certain', i.e. able to be determined objectively. If the Rates will not be varied during the Deed Period, delete this section 1.4. The following is provided as an example only.]

- (a) The Contractor may apply to vary the Rates on the anniversary of the Commencement Date. Any request for a variation will be capped at the equivalent of the percentage increase in annual 'Average Weekly Earnings' (published by the Australian Bureau of Statistics as Average Weekly Earnings, Seasonally Adjusted Estimates, Public Sector, Full-time adult ordinary time earnings).
- (b) The Department may, acting reasonably, approve or deny any variation to the Rates applied for under paragraph (a).]

2. Alternative pricing structure

There may be occasions when the Client requires the application of different pricing structures. Each Order will specify the applicable pricing principles, including payment against achievement of specific Milestones Dates. Regardless of whether an Order is to be based on milestone payments or monthly payments, the Contractor must not issue a Quotation based on rates higher than Rates.

3. Invoicing requirements

The invoice must meet the requirements of a tax invoice as set out in the *A New Tax System (Goods and Services Tax) Act 1999* (Cth) and in a form approved by the Client which sets out:

- (a) the details of the amount of time spent by each of the person including Specified Personnel on the Services for the period to which the invoice relates and a record detailing how the relevant Milestone Dates have been met;
- (b) the contract or project number;
- (c) the amount of any allowances and costs to be paid by the Client together with any substantiating material required;
- (d) the name of the Client Project Officer; and
- (e) such other information as the Client requires.

Invoices must be submitted to the *Project Officer*:

s 22(1)(a)(ii)

Manager, Contact Channel Management
AusIndustry – Business Services
Department of Industry
10 Binara Street
Canberra ACT 2600

Schedule 5 - Supplemental Deed

Date of this Supplemental Deed ____/____/20____ (*"Commencement Date"*).

To: [insert name, ACN and ABN and address of the Contractor] ("Contractor")

From: [insert Client Name ABN and address] ("Client")

The Client issues this Supplemental Deed in accordance with clause 4 of the Deed of Standing Offer:

Recitals

- A. By Deed of Standing Offer ("DOSO") dated [insert date], the Contractor made an irrevocable standing offer to provide the Categories of Services to the Commonwealth of Australia as represented by the Department of Industry (Department) and any other Commonwealth Entity at the Rates.
- B. The Client wishes to acquire services from the Contractor as it requires from time to time in accordance with the terms of the DOSO and this Supplemental Deed.

Notice of inclusion

- I. The table annexed to this Deed sets out the Client's requirements for Orders it places with the Contractor ("Client Specific Requirements"), during the Term specified in the Client Specific Requirements;
- II. The Client notifies the Contractor that the Contractor is appointed to provide services specified in the Client Specific Requirements ("Services") for the term described at Item 4 in the Client Specific Requirements in accordance with:
 - i. the DOSO other than those schedules that are specific to the Department or a particular Commonwealth Entity; and
 - ii. the **attached** Client Specific Requirements.
- III. The terms of DOSO (as amended from time to time on notice to the Contractor and Client) are incorporated into this Supplemental Deed, except:
 - i. clauses 3, 4.1(b)[, 4.1(c)] and 5 of the DOSO; and
 - ii. a reference to the word, 'Department' in clauses 6 or 7 of the DOSO is a reference to 'Client' for the purposes this Supplemental Deed;
- IV. If there is any inconsistency between this Supplemental Deed and the DOSO, the terms of this Supplemental Deed prevail.

Executed as a deed.

SIGNED for and on behalf of the
Commonwealth of Australia as
represented by the Department of
[insert] by:

)

)

)

Signature

In the presence of:

Name of witness (print)

Signature of witness

[insert execution block amended as required]

NOTED for and on behalf of **[insert**)
name of Contractor] by:)

)

Signature

In the presence of:

Signature of witness

Client Specific Requirements

<u>Item Number</u>	<u>Description</u>	<u>Clause reference</u> (if applicable)	<u>Details</u>
1.	Name of parties	1.1	[insert the name of the Client and ABN] Client [insert the name of the Contractor and ABN] Contractor
2.	Client Representative	1.1	[insert the Client Representative]
3.	Supplemental Deed Commencement Date		The date specified on the first page of the Supplemental Deed.
4.	Supplemental Deed Term	I	[insert duration of the Supplemental Deed, including any option terms if applicable. Noting that if it extends beyond the expiry of the DOSO that you should consider if a further RFT process is required.]
5.	Services	II	[insert details and attach additional pages if required] [include details of any Deliverables] [insert details of any Milestone Dates] [include details of any service levels]
6.	Progress meetings and reports	13.1 and 13.2	[insert details of progress meetings and reports.]
7.	Intellectual Property Rights – ownership of Contract Material	1.1 and 17	Clause 17.4 (First model: Department ownership of and licence to Intellectual Property Rights in Contract Material) <u>is to apply.</u>
8.	Intellectual Property Rights – licences	1.1 and 17	Where clause 17.4 (First model: Client ownership of and licence to Intellectual Property Rights in

			Contract Material) is to apply: 1. Period of Client's licence is: perpetual.
9.	Confidential Information	1.1 and 25	[insert each party's Confidential Information (decided by reference to the Confidentiality Test set out in DoF's Buying for the Australian Government web-based guidance), including any Deed provisions or Schedules that are to be kept confidential. The period of confidentiality should be specified for each item. If the parties agree that different items of information are to be confidential for different periods of time, the different periods should be recorded next to each item. An assessment will need to be made by the parties on a case-by-case basis about what is to be included in this item. Note that the Department must report the Confidential Deed provisions or Schedules in accordance with the Senate Order on Departmental and Agency Contracts, including providing a statement of reasons for the confidentiality. Users can contact ProcurementInbox for further information.]
10.	Security	28	[insert any security requirements additional to those specified in clause 28. Otherwise insert 'no additional requirements']
11.	Insurance	1.1	[\$ insert amount] of public liability insurance. [\$ insert amount] of professional indemnity or errors and omissions insurance. Workers compensation as required by Law [insert any additional types of insurance the Contractor is required to maintain and the

			amount of that insurance required]
12.	Unforeseen events termination period	33.3	[if a termination period other than 30 days will apply in the event of an 'unforeseen event,' specify it here. Otherwise insert 'no change']
13.	Address for Notices	35	Client: [insert name and position of person to receive Notices] [insert postal address] [insert physical address] [insert facsimile number] Contractor: [insert name and position of person to receive Notices] [insert postal address] [insert physical address] [insert facsimile number]

Schedule 6 – Request for Quotation

RFQ/Quotation Number – [insert]			
The Client issues this RFQ to the Contractor and requests the Contractor to provide a quotation by [insert date] by completing the appropriate items and returning it to the Client.			
Item	Description	Clause	Details
1	Deed No. and description	N/A	[Client to insert deed number, date and description]
2	Names of Parties to the Deed	N/A	[Client to insert parties]
3	Services Start Date	1.1 and 9.1	[Client to insert date e.g. dd/mm/yy]
4	Contract Period	1.1 and 9.1	[Client to insert the period of time for which the Contract will continue e.g. 2 years]
5	Category of Services	4.1	[Client to insert title/type/category of Services required]
6	Services	11	[Client to insert details and attach additional pages if required] [Client to include details of any Deliverables] [Client to insert details of any Milestone Dates] [Client to include details of any service levels]
7	Contractor response to Service requirement specified in item 6	N/A	[Contractor to insert either 'agree' or provide a separate document outlining offer]
8.	Evaluation Criteria	1.1, 4.6(a)	[Client to insert criteria for Contractor to address]
9.	Contractor response to Evaluation Criteria	4.6(a)	[Contractor to provide statement addressing the Evaluation Criteria]
10.	Referees	4.6(a)	[Client to specify if Contractor is required to provide contact details for at least two referees]
11.	Subcontractors	11.6	[Contractor to insert names and ABNs of any subcontractors. Otherwise insert 'not applicable'.]
12.	Progress meetings and	13.1 and 13.2	[Client to insert details of progress meetings and reports. Otherwise insert 'not applicable'.]

	reports		
13.	Project Officers	13.1	Client [The Client is to insert details of Client Project Officer. Otherwise insert 'not applicable'.] Contractor [Contractor to insert details of Contractor Project Officer. Otherwise insert 'not applicable'.]
14.	Performance Criteria	1.1 and 14	[Department of Industry to insert details of Performance Criteria against which the Services and Deliverables will be assessed, and the date of assessment. The definition of Performance Criteria applies the requirements in clauses 11.1(c) and 11.1(e) if no requirements are specified.]
15.	Specified Personnel	1.1 and 15	[Client to insert particular Personnel required perform the Services, if any.] [Contractor to insert names and positions of Specified Personnel. Otherwise insert 'not applicable'. Contractor to attach a curriculum vitae for each of the Personnel proposed to perform the Services.]
16.	Client Material	1.1 and 16	[The Client is to insert specific Material to be provided to the Contractor by the Client (if any) and any restrictions on the use of the Material. Otherwise insert 'not applicable'.]
17.	Pre-existing Material	1.1 and 17	Client [The Client is to insert the Client's Pre-existing Material or 'not applicable'] Contractor [Contractor to insert the Contractor's Pre-existing Material or 'not applicable']
18.	Intellectual Property Rights	1.1 and 17	[The Client to specify if intellectual property position is to be different from clause 17]
19.	Payment – Service Charges	19.1	[The Client is to insert proposed fee structure] [Contractor to insert Service Charges based on the Rates in Schedule 4 of the Deed]
20.	Expenses	19.5	[Note: If the contract is for a fixed fee, the Client is to insert 'The Client will not pay any travel accommodation or other fees, charges or expenses'. If the Client will pay expenses in addition to the fee insert details of reimbursable expenses, for example: (a) Subject to (b) below, the Client will not pay any travel, accommodation or other fees, charges or expenses unless they have been pre-approved in writing by the Client and do not exceed \$[insert] (exclusive of GST) in total.

			(b) The Contractor will be reimbursed for the travel and related accommodation at non-SES rates where they are pre-approved in writing by the Client. The Contractor must submit an invoice for those expenses and the Client will reimburse the Contractor in accordance with the invoicing procedures set out in this Order. [Contractor to insert quote for expenses – if applicable]
21.	Other		[An assessment will need to be made by the parties on a case-by-case basis about what is to be included in this item. Department of Industry to insert any other proposed changes to the terms of the Contract from those set out in the Deed. For example, specify: • Business Hours, if different from clause 1.1 • relevant industry standards, best practice and guidelines, if any (clause 11.1(e)) • any particular requirements with which the Contractor must comply, for example, Client specific legislative requirements (including in relation to secrecy and confidentiality), specific Client policies and/or procedures and specific Client policies (clause 11.1(h)) • any additional acts the Client wants to perform with the Contract Material other than those listed in clause 18.2 • an alternative payment period if the 30 day period contemplated in clause 19.3 is not suitable • any security requirements additional to those specified in clause 28 • any changes to the insurance requirements for the Contract (clause 32)] [Contractor to insert proposed confidential information (if any) and justify with reference to the Confidentiality Test on DoF's Buying for the Australian Government web-based guidance (noting that the decision to accept that the proposed information is in fact confidential will be made by Department of Industry)]
	Other - Confidential Information		• any Confidential Information of Department of Industry (decided by reference Guidance on Confidentiality in Procurement, July 2007, including any Contract provisions or Schedules that are to be kept confidential (clauses 1.1 and 25). The period of confidentiality should be specified for each item. If the parties agree that different items of information are to be confidential for different periods of

			time, the different periods should be recorded next to each item. Note that the Department must report the Confidential Contract provisions or Schedules in accordance with the Senate Order on Departmental and Agency Contracts, including providing a statement of reasons for the confidentiality. Users can contact ProcurementInbox for further information. [Contractor to insert proposed confidential information (if any) and justify noting that the decision to accept that the proposed information is in fact confidential will be made by Department of Industry]
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Schedule 7 – Order

[Department of Industry to complete using the information in the RFQ and Quotation if provided and requested]

Order Number – [insert]			
The Contractor has offered under clause 4.1 of the Deed specified at item 1 below to provide the Services. The Client accepts this offer on the terms and conditions set out in the Deed and in this Order and issues this Order in accordance with clause 4 of the Deed. Subject to clause 4.7 of the Deed, if there is an inconsistency between this Order and any other provisions of the Deed, the terms and conditions in this Order will prevail to the extent of any inconsistency.			
Item	Description	Clause	Details
1.	Deed No. and description	N/A	[insert deed number, date and description]
2.	Names of Parties to the Deed	N/A	[insert parties]
3.	Services Start Date	1.1 and 9.1	[insert date e.g. dd/mm/yy]
4.	Contract Period	1.1 and 9.1	[insert the period of time for which the Contract will continue e.g. 2 years]
5.	Category of Services	4.1	[insert title/type/category of Services required]
6.	Services	11	[insert details and attach additional pages if required] [include details of any Deliverables] [insert details of any Milestone Dates] [include details of any service levels]
7.	Subcontractors	11.6	[insert names and ABNs of any subcontractors. Otherwise insert 'not applicable'.]
8.	Progress meetings and reports	13.1 and 13.2	[insert details of progress meetings and reports. Otherwise insert 'not applicable'.]
9.	Project Officers	13.1	Client [insert details of Client Project Officer. Otherwise insert 'not applicable'.] Contractor [insert details of Contractor Project Officer. Otherwise insert 'not applicable'.]
10.	Performance	1.1 and 14	[insert details of Performance Criteria against which the

	Criteria		Services and Deliverables will be assessed, and the date of assessment. The definition of Performance Criteria applies the requirements in clause 11.1(c) and 11.1(e) if no requirements are specified.]
11.	Specified Personnel	1.1 and 15	[insert names and positions of Specified Personnel. Otherwise insert 'not applicable'.]
12.	Client Material	1.1 and 16	[insert specific Material to be provided to the Contractor by the Client (if any) and any restrictions on the use of the Material. Otherwise insert 'not applicable'.]
13.	Pre-existing Material	1.1 and 17	Client [insert the Client's Pre-existing Material. Otherwise insert 'not applicable'] Contractor [insert the Contractor's Pre-existing Material. Otherwise insert 'not applicable']
14.	Intellectual Property Rights	1.1 and 17	[specify if intellectual property position is to be different from clause 17. Contact ProcurementInbox for assistance. Otherwise, insert 'no change']
15.	Payment – Service Charges	19.1	[insert Service Charges based on the Rates in Schedule 4]
16.	Expenses	19.5	[Note: If the contract is for a fixed fee, insert 'The Client will not pay any travel accommodation or other fees, charges or expenses'. If the Client will pay expenses in addition to the fee insert details of reimbursable expenses, for example (a) Subject to (b) below, the Client will not pay any travel, accommodation or other fees, charges or expenses unless they have been pre-approved in writing by the Client and do not exceed \$[Insert] exclusive of GST in total. (b) The Contractor will be reimbursed for the travel and related accommodation at non-SES rates where they are pre-approved in writing by the Client. The Contractor must submit an invoice for those expenses and the Client will reimburse the Contractor in accordance with the invoicing procedures set out in this Order

17.	Other		Insert any other changes to the terms of the Contract from those set out in the Deed. Note that approval is required for changes to certain provisions (see clause 4.7). For example, specify: • Business Hours, if different from clause 1.1 • relevant industry standards, best practice and guidelines, if any (clause 11.1(e)). any particular requirements with which the Contractor must comply, for example, Client specific legislative requirements (including in relation to secrecy and confidentiality), specific Client policies and/or procedures and specific Client policies (clause 11.1(h)) • any additional acts the Client wants to perform with the Contract Material other than those listed in clause 18.2 • an alternative payment period if the 30 day period contemplated in clause 19.3 is not suitable • any security requirements additional to those specified in clause 28 • any changes to the insurance requirements for the Contract (clause 32)]
	Other- Confidential Information		• each party's Confidential Information (if any), including any Contract provisions or Schedules that are to be kept confidential (clauses 1.1 and 25). The period of confidentiality should be specified for each item. If the parties agree that different items of information are to be confidential for different periods of time, the different periods should be recorded next to each item. Note that the Department must report the Confidential Contract provisions or Schedules in accordance with the Senate Order on Departmental and Agency Contracts, including providing a statement of reasons for the confidentiality. Users can contact ProcurementInbox for further information.

Signed for and on behalf of the
Commonwealth of Australia as
represented by the Department of
Industry by its duly authorised delegate in
 the presence of

_____ Signature of witness	←	_____ Signature of delegate	←
_____ Name of witness (print)		_____ Name of delegate (print)	
		_____ Position of delegate (print)	

[Select one of the following execution clauses. Where the Contractor is a company, select the first execution block below, otherwise, select the second option.]

Executed by [insert name of company] in
 accordance with Section 127 of the
 Corporations Act 2001 in the presence of

_____ Signature of director	←	_____ Signature of director/company secretary/sole director and sole company secretary (Please delete as applicable)	←
_____ Name of director (print)		_____ Name of director/company secretary/ sole director and sole company secretary (print)	

Signed by [insert contracting party name]
 in the presence of

_____ Signature of witness	←	_____ Signature of Contractor	←
_____ Name of witness (print)			

Schedule 8 – Confidentiality and privacy undertaking

Date

_____/_____/_____
 day month year

Parties

Name The Commonwealth of Australia as represented by the Department of Industry
 ABN 74 599 608 295
 Short form name **Department**
 Notice details [insert]

Name [insert name of Confidant and ABN, where applicable]
 Short form name **Confidant, I, me and my**
 Notice details [insert]

Background

- A The Department requires the provision of certain services.
- B [Insert name of Contractor] (**Contractor**) has agreed to provide services to the Department under a deed of standing offer dated [insert date] (**Deed**).
- C The Confidant provides the undertakings set out below in respect of work to be performed, and information to be acquired, directly or indirectly in connection with the Deed.

Agreed terms

1. Definitions

Confidential Information means information that is by its nature confidential and:

- (a) is designated by the Department as confidential and is described in item 12 of Schedule 1 to the Deed or an Order issued under the Deed; or
- (b) the Confidant knows or ought to know is confidential,
 but does not include information that:
- (c) is or becomes public knowledge otherwise than by breach of the Deed or any Contract formed under the Deed or any other confidentiality obligation.

Personal Information has the meaning it has in section 6 of the *Privacy Act 1988* (Cth).

2. Access

I understand that in the course of performing duties under the Deed or a Contract formed under the Deed, I may have access to Personal Information and Confidential Information.

3. Non-disclosure

- (a) I will treat as secret and confidential all Personal Information and Confidential Information to which I have access or which is disclosed to me.
- (b) If the Department grants its consent for me to disclose Personal Information or Confidential Information, it may impose conditions on that consent. In particular, the Department may require that I obtain the execution of a deed in these terms by the person to whom I propose to disclose the Personal Information or Confidential Information.
- (c) My obligations under this deed will not be taken to have been breached where I am required by law to disclose the Personal Information or Confidential Information.

4. Restriction on use

- (a) I will use the Personal Information or Confidential Information only for the purpose of my dealings with the Department (whether directly or indirectly).
- (b) I will not copy or reproduce the Personal Information or Confidential Information without the approval of the Department, will not allow any other person outside the Department access to the Personal Information or Confidential Information and will take all necessary precautions to prevent unauthorised access to or copying of the Personal Information or Confidential Information in my control.

5. Powers of the Department

- (a) Immediately on request by the Department, I must deliver to the Department all documents in my possession or control containing Personal Information or Confidential Information.
- (b) If at the time of such a request I am aware that documents containing Personal Information or Confidential Information are beyond my possession or control, then I must provide full details of where the documents containing the Personal Information or Confidential Information are, and the identity of the person who has control of them.

6. Privacy Act obligations

I agree to abide by the provisions of the *Privacy Act 1988* (Cth), including the Australian Privacy Principles set out in that Act, in respect of both Personal Information and Confidential Information, whether or not I am legally bound to comply with that Act and as if the definition of personal information in that Act includes Confidential Information.

7. Survival

This deed will survive the expiry or termination of any contract between the Contractor and me providing for the performance of services or the provision of goods by me (whether directly or indirectly).

8. Applicable law

This deed will be governed by, and construed in all respects in accordance with, the law of the Australian Capital Territory and I agree to submit to the applicable jurisdiction of the Courts of that Territory in respect of all matters arising under, or in relation to, this deed.

EXECUTED as a deed

Signed sealed and delivered for and behalf
of the **Commonwealth of Australia** as
represented by the Department of
Industry by its duly authorised delegate in
the presence of

Signature of witness ←

Signature of delegate ←

Name of witness (print)

Name of delegate (print)

Position of delegate (print)

**Signed sealed and delivered by [insert
name of signatory]** in the presence of

Signature of witness ←

Signature ←

Name of witness (print)

Signing page

EXECUTED as a deed

Signed for and on behalf of the
Commonwealth of Australia as
represented by the Department of
Industry by its duly authorised delegate in
the presence of

Signature of witness

Name of witness (print)

←

Signature of delegate

Name of delegate (print)

Position of delegate (print)

←

[Select one of the following execution clauses. Where the Contractor is a company, select the first execution block below, otherwise, select the second option.]

Executed by [insert name of company] in
accordance with Section 127 of the
Corporations Act 2001 in the presence of

Signature of director

Name of director (print)

←

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

Name of director/company secretary/ sole director and
sole company secretary (print)

←

Signed sealed and delivered by [insert
contracting party name] in the presence of

Signature of witness

Name of witness (print)

←

Signature of Contractor

←