

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

From: appointments
Sent: Thursday, 13 January 2022 5:43 PM
To: Kerryn Newton
Subject: RE: Request for Quote - List of candidates for APVMA Board [SEC=OFFICIAL]

Thanks so much Kerryn

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

Portfolio Coordination and Appointments | Governance and Parliamentary Business Branch | Corporate and Business Services Division
Phone **s. 22(1)(a)(ii)** | Fax **s. 22(1)(a)(ii)**

Department of Agriculture, Water and the Environment
John Gorton Building, Parkes Place East, Parkes ACT 2600 Australia
GPO Box 858 Canberra ACT 2601 Australia

awe.gov.au

From: Kerryn Newton <kerryn.newton@directorsaustralia.com>
Sent: Thursday, 13 January 2022 4:27 PM
To: appointments <appointments@agriculture.gov.au>
Cc: Vanessa Jolly <vanessa.jolly@directorsaustralia.com>; Sue Patterson <sue.patterson@directorsaustralia.com>
Subject: RE: Request for Quote - List of candidates for APVMA Board [SEC=OFFICIAL]
Importance: High

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

Thank you for the opportunity to respond to this RFQ. Please find attached our response. It would be much appreciated if you could acknowledge receipt.

Feel free to contact myself or Vanessa with any queries.

We look forward to hearing from you.

Kind regards

Kerryn

Kerryn Newton
Chief Executive Officer



directorsaustralia.com
100, South Brisbane Qld 4101

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[Important security and privacy](#) information

From: appointments <appointments@agriculture.gov.au>
Sent: Tuesday, 11 January 2022 2:50 PM
To: Kerryn Newton <kerryn.newton@directorsaustralia.com>
Cc: appointments <appointments@agriculture.gov.au>
Subject: Request for Quote - List of candidates for APVMA Board [SEC=OFFICIAL]

Hi Kerryn

Good to talk to you this morning. As discussed, attached is a Request for Quote and an Australian Pesticides and Veterinary Medicines Authority (APVMA) Board Member profile document.

Grateful if you can consider the work required and provide a quote for your services by COB Thursday, 13 January 2022 (apologies about the short turnaround).

Happy to discuss if you have any questions.

Regards

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

Portfolio Coordination and Appointments | Governance and Parliamentary Business Branch | Corporate and Business Services Division

Phone s. 22(1)(a)(ii) | Fax s. 22(1)(a)(ii)

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Request for Quotation (RFQ)

RFQ number	<i>Candidates for Membership of Australian Pesticides and Veterinary Medicines Authority Board</i>
RFQ closing date	<i>Thursday, 13 January 2022</i>
Panel Number	
Supplier	<i>Directors Australia</i>
Supplier Representative	<i>Kerryn Newton</i> <i>kerryn.newton@directorsaustralia.com</i>
Department contact details for RFQ	<i>s. 22(1)(a)(ii)</i> <i>s. 22(1)(a)(ii) s. 22(1)(a)(ii)</i> <i>s. 22(1)(a)(ii) @agriculture.gov.au</i>

DEPARTMENT REQUIREMENTS FOR THIS RFQ

Description	Details
Proposed Work Order Start Date	<i>As soon as possible, but not later than Wednesday, 19/01/2022</i>
Proposed Initial Contract Period	<i>19/01/2022 – finalisation of appointments (expected by end of April)</i>
Contract Option Period	<i>N/A</i>
Number of Specified Personnel required	
Maximum no. of candidates	<i>Minimum of 4 and maximum of 8, with a 50/50 mix of gender (if possible)</i>
Services/work required	<ul style="list-style-type: none"> <i>Provide list of suitable candidates for the Chair and 3 other member positions, including a short summary of all applicants, contact details and a copy of their current CV</i> <i>Contact potential candidates to assess their interest and availability to be considered by the minister for the role(s)</i> <i>Respond to and manage enquiries from potential candidates</i> <i>Liaise with the departmental contact officer to manage the process</i> <i>Possible reference or character checks of suitable candidates</i> <i>Provide list of suitable candidates by Tuesday 8 February 2022</i>

Description	Details
	<ul style="list-style-type: none"> <i>Possible follow-up action to provide a list of additional candidates if minister is not satisfied with enough of the original candidates to fill all board positions</i>
Performance	<i>Electronic lodgement of candidate list by due date</i>
Documentation	<i>List of suitable candidates, including a short summary of all applicants, contact details and a copy of their current CV</i>
Intellectual Property Rights – ownership of Contract Material	<i>All material is the handled in accordance with the Privacy Act</i>
Insurance	NA
Fee structure	<i>Please provide a full quote for services, all fees to be GST inclusive.</i>
Other requirements E.g Location	N/A

Australian Pesticides and Veterinary Medicines Authority Board Members

The Australian Pesticides and Veterinary Medicines Authority (APVMA) is responsible for administering and managing the national registration scheme for agricultural and veterinary chemicals, which sets out the regulatory framework for the management of pesticides and veterinary medicines in Australia. The APVMA administers the scheme's legislation in partnership with state and territory governments.

The newly established APVMA Board will strengthen the APVMA's governance arrangements. Supported by the CEO, it will set the organisation's strategic direction and an appropriate risk management framework, drive its operational performance and ensure greater accountability.

Membership of the APVMA Board consists of the Chair, the Chief Executive Officer and 3 other members. Members (other than the CEO) are to be appointed by the minister by written instrument, on a part-time basis.

Candidates are sought for the non-executive board member positions (chair and 3 other members) who are suitably qualified to provide strategic stewardship to the APVMA on a part-time basis for up to 4 years. Members are eligible for reappointment.

Candidates must have appropriate qualifications, skills, or experience in one or more of the following fields (which need to be collectively represented on the board):

- financial management
- law
- risk management
- public sector governance
- science (including agricultural science and veterinary science)
- public health or occupational health and safety.

Remuneration and allowances for members are set by the Australian Government Remuneration Tribunal. The annual remuneration for members is currently determined for:

- chair – \$95,512 for the first year of the board's operation then reverting to \$85,920
- member – \$47,256 for the first year of the board's operation then reverting to \$42,960.

All offices will be entitled to tier 2 travel.

s. 47G(1)(a)

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s. 47G(1)(a)

s. 47G(1)(a)

Archived: Monday, 15 August 2022 3:44:41 PM

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

Sent: Thu, 13 Jan 2022 23:10:34 +0000Authentication

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

Cc: [appointments](#)

Subject: Summary of quotes for APVMA board search [SEC=OFFICIAL]

Sensitivity: Normal

Attachments:

[Quotes for APVMA board search.docx](#);

Hi ^{s. 22(1)(a)(ii)}

Attached is a summary of the quotes received. Document is in the APVMA board folder.

Cheers

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

Portfolio Coordination and Appointments | Governance and Parliamentary Business Branch | Corporate and Business Services Division

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

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Summary of quotes received for APVMA board member search

Quotes to search for and supply a list of suitable candidates for the chair and 3 member positions on the newly established APVMA board were sought and received from 3 executive search firms:

Amanda O'Rourke Executive Search	This was the best structured proposal and provides confidence it understands the assignment and timeframe. Total price quoted is \$93,500.
Directors Australia	This was the second-best structured proposal and provides confidence it understands the assignment and timeframe. Total price quoted is \$53,075 for providing the initial list up to \$13,200 for any additional candidate searches.
SHK	This was the third-best structured proposal. It initially provided a quote for \$66,000 with additional work involving interviews and assessment panel work. Following clarification of the assignment, a revised quote for \$27,500 was provided with the additional work still included in the proposal. This proposal leaves some doubt as to whether it understands the assignment and timeframe.

Note: All amounts in the table above are GST inclusive.

Executive search firms and recruitment agencies normally charge between 22% and 28% (ex GST) of a position's annual salary to source and place a candidate. Given that annual remuneration in the first year will be \$95,512 for the chair and \$47,256 for member, at say a 25% fee, equates to approximately \$24,000 for the chair position and \$12,000 for each member position. A reasonable total fee for this assignment would be in the order of \$60,000 plus GST, say \$66,000 all up.

Based on the above calculations, the proposal by Directors Australia is more reasonable and in line with industry standards and represents the best value for money relationship. The cost would range from \$53,075 (initial list of candidates) to around \$66,275 (if additional candidates are required to be provided outside the initial list).

While the proposal from Amamda O'Rourke Executive Search is the best proposal, the price quoted appears excessive and does not represent good value.

The proposal from SHK misses the mark and their revised quote is considered unconvincing of its ability to deliver the work to a high standard.

Archived: Monday, 15 August 2022 3:52:15 PM

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

Sent: Fri, 14 Jan 2022 01:41:51 +0000Authentication

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

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

Subject: E: D AFT EMAIL: Costs for APVMA Board appointments [SEC=OFFICIAL]

Sensitivity: Normal

Hi all

Thank you for this very thorough

I agree with the assessment

As we have all three quotes now perhaps confirm with Brendan he is happy for us to proceed in onboarding Directors Australia and state the cost

ind regards

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

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

a g Assistant Secretary | Governance and Parliamentary Business Branch

Corporate Business Services Division | Enabling Services Group

Department of Agriculture, Water and the Environment

h s. 22(1)(a)(ii) mai s. 22(1)(a)(ii) awe.gov.au

Ngunawal Country

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

agriculture.gov.au

Sent: Friday, 14 January 2022 12:37 PM

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

agriculture.gov.au

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

agriculture.gov.au ; s. 22(1)(a)(ii)

agriculture.gov.au ; s. 22(1)(a)(ii)

agriculture.gov.au

Subject: E: D AFT EMAIL: Costs for APVMA Board appointments [SEC=OFFICIAL]

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

Thanks for the revisions to the email. I have moved things around a little and amended the initial reference to commencement of the appointments revised version below .

LEX-37973

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We have also received all the quotes and I have updated the email to reflect that and my current thinking on which one to accept. s. 22(1)(a)(ii) has reviewed the quotes and provided the attached assessment. I agree with his assessment and think we should accept the quote from Directors Australia. s. 47G(1)(a)

Do you agree with this assessment We will seek PGPA 23 3 approval from you once we settle the successful quote. I ve attached the quotes from Directors Australia and Amanda O ourke if you want to see them Based on this, should I seek agreement from Brendan or ust keep it at information at this stage

Thanks

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

Hi Brendan

The department is progressing work on the commencement of the APVMA Board, including the chair and member appointments, from late March early April 2022. For the appointments, the plan is to engage the search firm by 1 January 2022, to provide a list of suitably qualified candidates by February 2022. This email is to update you on progress with engaging the search firm.

The successful firm will be asked to:

- source eligible candidates
- assess their interest and availability
- undertake reference or character checks
- provide a list of suitable candidates for the chair and three member positions, including a short summary of applicants.

We have requested quotes from three organisations. The quotes range are 54,000 up to 66,000 if further searches required to 4,000. On reviewing the quote packages we are considering accepting the quote for 54,000 based on demonstration of the requirements and value for money.

I understand APVMA is covering costs associated with the appointment of the board and wish to keep you informed.

Please contact me if you have any questions.

ind regards

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

Assistant Director | Portfolio Coordination nit and Appointments | s. 22(1)(a)(ii)

Department of Agriculture, Water and the Environment

Governance and Parliamentary Business | Corporate and Business Services Division

s. 22(1)(a)(ii) awe.gov.au

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From: s. 22(1)(a)(ii) [agriculture.gov.au](mailto:s.22(1)(a)(ii)@agriculture.gov.au)
Sent: Thursday, 13 January 2022 6:07 PM
To: s. 22(1)(a)(ii) [agriculture.gov.au](mailto:s.22(1)(a)(ii)@agriculture.gov.au)
Cc: s. 22(1)(a)(ii) [agriculture.gov.au](mailto:s.22(1)(a)(ii)@agriculture.gov.au) ; s. 22(1)(a)(ii) [agriculture.gov.au](mailto:s.22(1)(a)(ii)@agriculture.gov.au)
Subject: E: D AFT EMAIL: Costs for APVMA Board appointments [SEC=OFFICIAL]

Thanks ^{s. 22(1)(a)(ii)}

Some suggested amendments below

I may have mis interpreted some of the messaging so feel free to correct me

Is APVMA already aware of this process and that they are paying if so I think it s a matter of keeping them updated. Also will they need to approve the search firm

Also had a qs on what is meant by associated appointments or are the all board appointments

Happy to discuss

ind regards

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

From: s. 22(1)(a)(ii) [agriculture.gov.au](mailto:s.22(1)(a)(ii)@agriculture.gov.au)
Sent: Thursday, 13 January 2022 4:41 PM
To: s. 22(1)(a)(ii) [agriculture.gov.au](mailto:s.22(1)(a)(ii)@agriculture.gov.au)
Cc: s. 22(1)(a)(ii) [agriculture.gov.au](mailto:s.22(1)(a)(ii)@agriculture.gov.au) ; s. 22(1)(a)(ii) [agriculture.gov.au](mailto:s.22(1)(a)(ii)@agriculture.gov.au)
Subject: D AFT EMAIL: Costs for APVMA Board appointments [SEC=OFFICIAL]

Hi ^{s. 22(1)(a)(ii)}

As discussed with ^{s. 22(1)(a)(ii)} below is an email I ve drafted to send to Brendan Wright, A g Chief Operating Officer, APVMA. We have received two quotes to date and have asked for one to be revised as it quotes for more than we have asked. They will provide that tomorrow . We are hoping to have the company engaged by next Wednesday at the latest and so may need to make a decision by Monday at the latest.

I would appreciate your review and any changes before I send it out.

Happy to discuss.

Thanks

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

Hi Brendan

The department is progressing work on the commencement of the APVMA Board, and associated appointments, from early April 2022. This email is to update you on progress with engaging a search firm to ensure we are attracting suitably qualified candidates.

The successful firm will be asked to:

LEX-27973

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- source eligible candidates
- assess their interest and availability
- undertake reference or character checks
- provide a list of suitable candidates for the chair and three member positions, including a short summary of applicants.

The plan is to engage the search firm by 1 January 2022, with the list of candidates provided by February 2022.

We have requested quotes from three organisations which are due by .

I understand APVMA is covering costs associated with the appointment of the board and wish to keep you informed.

Please contact me if you have any questions.

Kind regards

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

Assistant Director | Portfolio Coordination Unit and Appointments | s. 22(1)(a)(ii)

Department of Agriculture, Water and the Environment

Governance and Parliamentary Business | Corporate and Business Services Division

s. 22(1)(a)(ii) awe.gov.au

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GPO Box 858 Canberra ACT 2601 Australia

awe.gov.au

Archived: Tuesday, 1 November 2022 5:00:41 PM
From: [appointments](#)
Sent: Tuesday, 18 January 2022 4:16:56 PM
To: [LUTZE, Jason](#)
Cc: [appointments](#) s. 22(1)(a)(ii)@awe.gov.au [Chief Operating Officer](#) s. 22(1)(a)(ii)
Subject: RE: Costs for APVMA Board appointments [SEC=OFFICIAL]
Importance: Normal
Sensitivity: None
Attachments:
[Quote - Directors Australia.pdf](#)

Hi Jason

Thanks very much for getting back to us and confirming the proposed arrangements to engage Directors Australia to conduct the APVMA Board candidate search.

Attached is a copy of its quote. I will send a copy of the contract once we have an executed copy.

The Governance and Parliamentary Business Branch will manage the contract and make the required payments, and then seek reimbursement from APVMA for the cost of the entire process. It is envisaged that this procurement will be finalised by 30 April 2022.

Happy to discuss if you have any questions.

Cheers

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

Portfolio Coordination and Appointments | Governance and Parliamentary Business Branch | Corporate and Business Services Division

Phone s. 22(1)(a)(ii) | Fax +s. 22(1)(a)(ii)

Department of Agriculture, Water and the Environment

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GPO Box 858 Canberra ACT 2601 Australia

[awe.gov.au](#)

From: LUTZE, Jason <Jason.Lutze@apvma.gov.au>
Sent: Tuesday, 18 January 2022 2:41 PM
To: s. 22(1)(a)(ii) @agriculture.gov.au>; s. 22(1)(a)(ii) @agriculture.gov.au>
Cc: s. 22(1)(a)(ii)@awe.gov.au; Chief Operating Officer <COO@apvma.gov.au>
Subject: FW: Costs for APVMA Board appointments [SEC=OFFICIAL]

OFFICIAL

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

Based on your process and assessment we agree with you appointing Director's Australia.

Please provide in due course a copy of all relevant documents (quotes, evaluation reports, contracts etc) for our records,

Thanks,
Jason

Dr Jason Lutze | Deputy Chief Executive Officer

Australian Pesticides and Veterinary Medicines Authority

GPO Box 3262, Sydney NSW 2001, Australia

P: +61 2 6770 2440

jason.lutze@apvma.gov.au | apvma.gov.au

s. 47F(1) | Executive Assistant

P: s. 47F(1) | M: s. 47F(1)

s. 47F(1) @apvma.gov.au | apvma.gov.au

From: s. 22(1)(a)(ii) @awe.gov.au>
Sent: Tuesday, 18 January 2022 12:42 PM
To: s. 47F(1) @apvma.gov.au>
Cc: s. 22(1)(a)(ii) @agriculture.gov.au>
Subject: FW: Costs for APVMA Board appointments [SEC=OFFICIAL]

Hi ^{s. 47F(1)}

Further to my phone message, in Rachel's absence, I wonder if you could please get back to ^{s. 22(1)(a)(ii)} from our appointments area to give the OK to engage Director's Australia to source eligible candidates for the APVMA Board? As previously agreed, the costs of establishing the board are to be met by APVMA funds.

They require a response by today, to allow them to engage the firm as a matter of urgency.

Thanks, happy to discuss.

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

Director | Agvet Chemicals Legislation | Phone s. 22(1)(a)(ii)

Department of Agriculture, Water and the Environment

Agvet Chemicals and Forestry Branch | Agvet Chemicals, Fisheries, Forestry and Engagement Division

18 Marcus Clarke Street Canberra City

GPO Box 858 Canberra ACT 2601

w: awe.gov.au

Part time hours

Monday and Friday 8:30-5:30

Tuesday and Thursday 9:30-2:30

Wednesday 8:00-2:30



From: s. 22(1)(a)(ii) @agriculture.gov.au

Sent: Friday, 14 January 2022 3:03 PM

To: Chief Operating Officer <COO@apvma.gov.au>

Cc: appointments <appointments@agriculture.gov.au>; s. 22(1)(a)(ii) @agriculture.gov.au; s. 22(1)(a)(ii) @agriculture.gov.au; s. 22(1)(a)(ii) Julie.Gaglia@agriculture.gov.au

@agriculture.gov.au; @agriculture.gov.au; Gaglia, Julie

Subject: FW: Costs for APVMA Board appointments [SEC=OFFICIAL]

Hi ^{s. 22(1)(a)(ii)}

I sent the following email to Brendan Wright about costs for the APVMA Board appointments and received an out of office reply directing me to you.

Please contact me with any questions about this request. If possible, I would appreciate a response by Monday, 17 January 2022.

Kind regards

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

Assistant Director | Portfolio Coordination Unit and Appointments | s. 22(1)(a)(ii)

Department of Agriculture, Water and the Environment

Governance and Parliamentary Business | Corporate and Business Services Division

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

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GPO Box 858 Canberra ACT 2601 Australia

awe.gov.au

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

Sent: Friday, 14 January 2022 2:59 PM

To: WRIGHT, Brendan <Brendan.Wright@apvma.gov.au>

Cc: s. 22(1)(a)(ii) <[s. 22\(1\)\(a\)\(ii\)@agriculture.gov.au](mailto:s.22(1)(a)(ii)@agriculture.gov.au)>; s. 22(1)(a)(ii) <[s. 22\(1\)\(a\)\(ii\)@agriculture.gov.au](mailto:s.22(1)(a)(ii)@agriculture.gov.au)>;

appointments <appointments@agriculture.gov.au>; Gaglia, Julie <Julie.Gaglia@agriculture.gov.au>

Subject: Costs for APVMA Board appointments [SEC=OFFICIAL]

Hi Brendan

The department is progressing work on the commencement of the APVMA Board, including the chair and member appointments, from late March/early April 2022. For the appointments, the plan is to engage the search firm by 19 January 2022, to provide a list of suitably qualified candidates by 9 February 2022. This email is to update you on progress and seeking agreement for engaging the search firm.

The successful firm will be asked to:

- source eligible candidates
- assess their interest and availability
- undertake reference or character checks
- provide a list of suitable candidates for the chair and three member positions, including a short summary of applicants.

We have received quotes from three organisations for \$53,075 (Directors Australia), s. 47G(1)(a)

All amounts are GST inclusive

On reviewing the quote packages we consider the quote from Director's Australia to present the best value for money. The quote demonstrates a good understanding of what we required and the proposed cost is in line with what we consider to be a reasonable fee for the process, based on the board salaries. It does include provision for an additional amount of up to \$13,200 (GST inclusive) for additional candidate searches, if required.

I understand APVMA is covering costs associated with the appointment of the board. Are you happy for us to proceed with the quote from Director's Australia for \$53,075 (with a possible addition of \$13,200)?

Please contact me or s. 22(1)(a)(ii) if you have any questions.

Kind regards

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

Assistant Director | Portfolio Coordination Unit and Appointments | s. 22(1)(a)(ii)

Department of Agriculture, Water and the Environment

Governance and Parliamentary Business | Corporate and Business Services Division

s. 22(1)(a)(ii) <[s. 22\(1\)\(a\)\(ii\)@awe.gov.au](mailto:s.22(1)(a)(ii)@awe.gov.au)>

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Classification: OFFICIAL

Classified by: **s. 22(1)(a)(ii)** @agriculture.gov.au on: 18/01/2022 12:42:11 PM

Archived: Monday, 15 August 2022 4:00:07 PM

From: [erryn Newton](#)

Sent: Tue, 18 Jan 2022 23:58:33

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

[Vanessa Jolly](#)

Cc: [appointments](#)

Subject: E: APVMA Board [SEC=OFFICIAL]

Sensitivity: Normal

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

This is a very useful document for us and for potential candidates.

We look forward to talking later today.

Kind regards

Kerryn

Kerryn Newton
Chief Executive Officer



s. 47F(1)

www.directorsaustralia.com

PO Box 3018, South Brisbane Qld 4101

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

[Access our disclaimer and important security and privacy information](#)

s. 22(1)(a)(ii) awe.gov.au

Sent: Wednesday, 1 January 2022 :0 AM

To: s. 22(1)(a)(ii) agriculture.gov.au ; Gaglia, Julie Julie.Gaglia agriculture.gov.au ; s. 22(1)(a)(ii) agriculture.gov.au ; erryn Newton kerryn.newton directorsaustralia.com ; Vanessa Jolly vanessa.olly directorsaustralia.com

Cc: appointments appointments agriculture.gov.au

Subject: APVMA Board [SEC=OFFICIAL]

Hi All

Copy of the candidate pack ahead of our meeting at 3pm this afternoon.

Cheers

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

Portfolio Coordination and Appointments | Governance and Parliamentary Business Branch | Corporate and Business Services Division

Phone s. 22(1)(a)(ii) | Fax s. 22(1)(a)(ii)

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Australian Government

**Australian Pesticides and
Veterinary Medicines Authority**



JANUARY 2022

Candidate Information Package

Australian Pesticides and Veterinary Medicines Authority (APVMA)

Board Chair and Members

APVMA

The Australian Pesticides and Veterinary Medicines Authority (APVMA) is an independent statutory authority of the Australian Government, established under the *Agricultural and Veterinary Chemicals (Administration) Act 1992* (Agvet Admin Act). It is responsible for the regulation and control of agriculture and veterinary (agvet) chemicals in Australia up to and including the point of supply – for example retail sale. The control of use of agvet chemicals after supply is largely the responsibility of individual states and territories.

APVMA's role

APVMA independently assesses, approves and registers agvet chemicals intended for use in Australia, ensuring the safety of users of agvet chemical products and others exposed to Agvet chemicals, as well as our national food supply; the wellbeing of the environment; animal and plant health; and the integrity of our exports.

With the annual value of agvet chemical product sales in Australia exceeding \$3.5 billion, the work of APVMA supports primary industries—including agriculture, forestry, horticulture and aquaculture—by allowing the supply of safe, effective animal health and crop protection products. This work also supports consumers by ensuring safe, effective home garden and household pesticides, pet products, pool and spa chemicals and other products such as antifouling paints.

To ensure only those products meeting health, safety and requirements are supplied, APVMA monitors the markets for compliance. APVMA also reviews registered chemical products to ensure that they continue to meet contemporary standards.

Under the National Registration Scheme for Agricultural and Veterinary Chemicals, which sets out the regulatory framework for managing agvet chemicals in Australia, APVMA works closely with other Australian, state and territory government agencies.

The APVMA's role extends beyond registration of agvet products. The APVMA licenses and audits veterinary medicine manufacturers—both in Australia and overseas—to ensure they adhere to prescribed manufacturing standards. The APVMA operates a formal chemical review program and manages an Adverse Experience Reporting Program to ensure detection of unforeseen problems with registered chemicals. The APVMA also monitors the market for compliance, and when necessary, takes regulatory action in relation to agvet chemicals. In addition, the APVMA represents Australia in international forums, such as the food additives and the pesticide residues joint committees of the Food and Agriculture Organization of the United Nations and the World Health Organization and contributes globally to international science and governance arrangements for agvet chemicals.

The agvet chemicals legislative framework is over 25 years old, is complex and needs reform. The government commissioned a comprehensive independent review, from 2019 to 2021, of the whole agvet chemicals legislative framework. The government is considering the reviews recommendations.

APVMA's business

APVMA is committed to delivering a transparent, predictable and responsive regulatory framework for all Australians.

Core business activities include:

- scientifically evaluating agvet chemicals in Australia
- monitoring and requiring compliance
- identifying and responding to emerging regulatory issues.

APVMA relies on the technical skills, expertise and experience of its staff. External expert advice is sought, when required, for such matters as environmental impacts, public health and efficacy.

Governing legislation

The Agvet Admin Act established the APVMA, including its role as the independent Commonwealth regulator for agvet chemical products (including active constituents contained in the product and the label for the product container). The Agvet Admin Act contains all the internal details of the establishment, and functions and powers, of the APVMA. It also contains provisions controlling the import and export of chemicals, enforcement and inspectors.

The *Agricultural and Veterinary Chemicals Code Act 1994* (Code Act) contains the Agvet Code as a schedule. The Agvet Code, among other things, contains the detailed provisions allowing the APVMA to assess, approve or register and review active constituents and agvet chemical products (and their associated labels). The Code Act allows the APVMA to issue permits for supply and use, and to license the manufacture of agvet chemical products. The Agvet Code also provides for the APVMA to regulate the supply of agvet chemical products and to ensure compliance with (and enforce) the Agvet Code – including suspending or cancelling approvals and registrations.

The *Agricultural and Veterinary Chemicals Act 1994* contains the constitutional and other legal provisions that enable the Agvet Code to have effect. It provides that the Agvet Code is to apply as a law of the participating territories. This Act sets up a scheme under which the Agvet Code of each state, the Northern Territory and each participating territory (the Australian Capital Territory and Norfolk Island) constitutes a single, national Agvet Code applying throughout Australia.

The *Agricultural and Veterinary Chemical Products (Collection of Levy) Act 1994* contains measures that allow for levies to be assessed, calculated and collected on the sale of agvet chemical products registered for use in Australia.

Stakeholders

APVMA consults with a range of stakeholders as part of its regulatory role, including:

- Australian, state and territory government agencies
- the agvet chemicals industry
- farmers and farm workers
- other users of pesticides and veterinary medicines
- environmental organisations
- the community
- other national and international regulators.

Resourcing

APVMA has around 200 staff, the majority of whom are in Armidale, New South Wales, with a small team based in Canberra. The board will be supported by the Chief Executive Officer (CEO), who will also be an ex-officio member of the board.

The APVMA is a cost-recovered agency. Holders pay application fees to register new products, approve active constituents and labels, vary a registration or approval or to apply for a permit. A fee is also payable to renew the registration of a product. Holders of product registrations also pay an annual levy based on the sales of their registered products. The APVMA also charges fees that recover the costs of various other activities, such as licensing and auditing for the manufacture of veterinary chemical products.

In 2019–20, the APVMA had a total revenue of \$57.465 million. This included \$35.641 million to fund its business-as-usual activities, of which \$33.809 million was recovered from industry through fees and levies. In addition, over the last decade the APVMA has had (and continues to have) a significant ongoing reform program to implement (including legislative reforms and upgrading its IT systems). This has been funded through one off government appropriations (\$21.824 million in 2019–20) but has placed, and continues to place, additional pressure on the organisation.

Further information

Information about APVMA can be found at <http://www.apvma.gov.au>.

Role description

Title:	Board Chairperson and Members
Organisation:	Australian Pesticides and Veterinary Medicines Authority (APVMA)
Accountable to:	Minister for Agriculture and Northern Australia
Term:	For a period of up to 4 years (and possible reappointment)
Hours:	Part-time

The board will be a five-person, skills-based board comprising of a chair, three other members and the APVMA Chief Executive Officer (CEO). The inclusion of the CEO as an ex-officio member will support informed and collective decision-making, and effectively integrate the board's policies and directions into the day-to-day management of the APVMA. Future CEOs will be appointed by the board, in consultation with the minister.

The board will strengthen the APVMA's governance arrangements and provide the necessary oversight to help the regulator manage operational, financial and performance matters. The APVMA is one of only a few corporate Commonwealth entities without a board. Despite its complex regulatory responsibilities—and the critical impact of its decisions on human health, animal welfare, the environment and trade—all responsibility for its strategic leadership, governance and day-to-day operations currently rests with the APVMA's CEO. The board will provide a breadth of skills, qualifications and experience that is not possible in a single individual.

The board will play a critical role in implementing the government's reform agenda for agvet chemical regulation, particularly in relation to reforms framework arising from the independent review of agvet chemicals. The APVMA's responsiveness to the new arrangement will be critical to the success of the reforms package. The board will play an important role in initiating and maintaining reform momentum and ensure that it operates in accordance with its legislated requirements.

The board will help set the APVMA's strategic direction, drive operational performance, set an appropriate risk framework, and ensure ongoing accountability. The board will establish a framework under which the APVMA will operate but will not be involved in making regulatory decisions. The CEO will remain responsible as the agency head for all regulatory decision-making (e.g. chemical assessment decisions; and investigative, compliance and enforcement activities) and day-to-day administration and operations.

The board, as the accountable authority, will need to comply with legislation applying to corporate Commonwealth entities, including the *Public Governance, Performance and Accountability Act 2013* (PGPA Act). This requires the APVMA to, among other things, meet high standards of governance, performance and accountability; provide meaningful information to parliament and the public; use and manage public resources properly; and work cooperatively with others to achieve common objectives.

The PGPA Act (sections 15 to 19) further provides for general duties that apply to all accountable authorities. These include duties to govern the entity, establish and maintain systems relating to risk and control, encourage cooperation with others and to keep the responsible minister and finance minister informed as well as duties in relation to requirements imposed on others.

The PGPA Act also prescribes general duties that apply to all officials (sections 25 to 29). These include duties of care and diligence, to act in good faith and for a proper purpose, in relation to use of position, in relation to use of information and to disclose material personal interests.

If an official, who is a member of an accountable authority (e.g. the APVMA board), contravenes those duties, their appointment can be terminated (section 30). The Act also provides for the minister to terminate board members in certain circumstances.

Knowledge and experience requirements

Appointed board members are required to have the expertise necessary to oversee significant regulatory functions and administrative operations. Under section 18 of the Administration Act, appointed board members must possess appropriate qualifications, skills or experience in one or more of the following areas:

- financial management
- law
- risk management
- public sector governance
- science (including agricultural science and veterinary science)
- public health or occupational health and safety.

The board will be accountable for the APVMA's performance. The risk to the Commonwealth if an inexperienced or inadequately skilled board is appointed is substantial. The portfolio minister will expect the board to take a prudent and active approach to governing the APVMA. Poor board decisions could expose the Commonwealth to financial loss, legal action and reputational damage. The minister will seek high-calibre candidates with the expertise to manage governance and other risks.

Appointed board members must not engage in any paid work that, in the minister's opinion, conflicts or could conflict with the proper performance of their duties.

The board will not be involved in day-to-day decision-making. These will remain the responsibility of the CEO. This split of responsibilities will ensure that the board provides the appropriate level of oversight, without getting involved in regulatory decisions that affect the APVMA's ability to deliver independent, science-based decisions.

Roles and responsibilities

The board will determine and monitor the APVMA's strategic direction and risk profile. This will involve making decisions on significant, high-profile policies; maintaining effective internal systems and controls; and identifying and managing risks and opportunities. This includes implementing the wide-sweeping reforms to agvet chemical regulation expected to be made following the independent review of the agvet chemicals framework in 2021.

The board will need to develop its approach to delivering the APVMA's functions. This will require it to manage key risks for a medium sized agency, such as financial, security, business interruption and liability risks. The board will also need to manage risks specific to the cost-recovered regulation of agvet chemical products to:

- avoid perceptions of industry influence
- provide community confidence in the system against a backdrop of global sensationalism about agvet chemical harm
- balance industry demands for lower costs with community expectations for a high degree of regulatory activity to ensure safety.

The board will need to create cooperative working relationships and communicate with a wide range of stakeholders, responsible ministers, and relevant public agencies. Under the PGPA Act, the board will be required to govern the APVMA in a way that:

- promotes the proper use and management of the public resources for which it is responsible
- maintains appropriate systems of risk oversight and management
- achieves the APVMA's purposes
- promotes its financial sustainability.

In making decisions for these purposes, the board will need to consider, as the accountable authority, the effect of those decisions on public resources generally.

In addition, under section 27J of the Administration Act, as inserted by the Bill, the board may appoint (and abolish as necessary) board committees. This provides a mechanism to seek input from and engage directly with industry stakeholders and other experts as needed. Members of these committees (other than board members) will not be officials under the PGPA Act.

It is envisaged that the CEO will work closely with the board to develop policies and other strategic positions, and regularly update it on the ongoing performance of the entity. The CEO will also be responsible for determining the procedures and processes of the APVMA, in accordance with the policies approved by the board. The detail of the CEO's future role will be determined by the board.

Tenure and remuneration

The Board will be appointed on a part-time basis for up to 4 years and members are eligible for re-appointment.

The remuneration, allowances and entitlements will be paid to the board in accordance with a determination of the Remuneration Tribunal. The tribunal has provided an indicative determination, to be published on the commencement of the board:

- chair – \$95,512 for the first year of the board's operation then reverting to \$85,920 per year
- member – \$47,256 for the first year of the board's operation then reverting to \$42,960 per year.

All officers will be entitled to tier 2 travel.

Archived: Monday, 15 August 2022 4:08:31 PM

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

Sent: Wed, 1 Jan 2022 06:04:40 +0000Authentication

To: [erryn Newton](#) [Vanessa Jolly](#)

Cc: s. 22(1)(a)(ii) [Gaglia, Julie](#) s. 22(1)(a)(ii)

Subject: APVMA Candidate Pack revised [SEC=OFFICIAL]

Sensitivity: Normal

Attachments:

[APVMA Board Candidate Pack 2022.pdf](#); [APVMA Board Candidate Pack 2022.docx](#);

Hi erryn and Vanessa

Attached is a revised version word and PDF of the candidate pack with some very minor edits and page numbering inserted. Please discard the previous version.

Cheers

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

Portfolio Coordination and Appointments | Governance and Parliamentary Business Branch | Corporate and Business Services Division

Phone s. 22(1)(a)(ii) | Fax s. 22(1)(a)(ii)

Department of Agriculture, Water and the Environment

John Gorton Building, Parkes Place East, Parkes ACT 2600 Australia

GPO Box 858 Canberra ACT 2601 Australia

[awe.gov.au](#)



Australian Government
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Veterinary Medicines Authority**



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Role description

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Organisation:	Australian Pesticides and Veterinary Medicines Authority (APVMA)
Accountable to:	Minister for Agriculture and Northern Australia
Term:	For a period of up to 4 years (and possible reappointment)
Hours:	Part-time

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The board, as the accountable authority, will need to comply with legislation applying to corporate Commonwealth entities, including the *Public Governance, Performance and Accountability Act 2013* (PGPA Act). This requires the APVMA to, among other things, meet high standards of governance, performance and accountability; provide meaningful information to parliament and the public; use and manage public resources properly; and work cooperatively with others to achieve common objectives.

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Roles and responsibilities

The board will determine and monitor the APVMA's strategic direction and risk profile. This will involve making decisions on significant, high-profile policies; maintaining effective internal systems and controls; and identifying and managing risks and opportunities. This includes implementing the wide-sweeping reforms to agvet chemical regulation expected to be made following the independent review of the agvet chemicals framework in 2021.

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Tenure and remuneration

The Board will be appointed on a part-time basis for up to 4 years and members are eligible for reappointment.

The remuneration, allowances and entitlements will be paid to the board in accordance with a determination of the Remuneration Tribunal. The tribunal has provided an indicative determination, to be published on the commencement of the board:

- chair – \$95,512 for the first year of the board's operation then reverting to \$85,920 per year
- member – \$47,256 for the first year of the board's operation then reverting to \$42,960 per year.

All officers will be entitled to tier 2 travel.

Archived: Monday, 15 August 2022 4:13:48 PM

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

Sent: Wed, 1 Jan 2022 06:04:40 +0000Authentication

To: [erryn Newton](#) [Vanessa Jolly](#)

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

Subject: APVMA Candidate Pack revised [SEC=OFFICIAL]

Sensitivity: Normal

Attachments:

[APVMA Board Candidate Pack 2022.pdf](#); [APVMA Board Candidate Pack 2022.docx](#);

Hi erryn and Vanessa

Attached is a revised version word and PDF of the candidate pack with some very minor edits and page numbering inserted. Please discard the previous version.

Cheers

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

Portfolio Coordination and Appointments | Governance and Parliamentary Business Branch | Corporate and Business Services Division

Phone s. 22(1)(a)(ii) | Fax s. 22(1)(a)(ii)

Department of Agriculture, Water and the Environment

John Gorton Building, Parkes Place East, Parkes ACT 2600 Australia

GPO Box 858 Canberra ACT 2601 Australia

[awe.gov.au](#)

S. 47G(1)(a)

s. 47G(1)(a)

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

Subject:
Location:
Start:
End:
Recurrence:
Meeting Status:
Organizer:
Required Attendees:

Australian Pesticides and Veterinary Medicines Authority Board Candidates
[SEC=OFFICIAL]
Microsoft Teams Meeting
Wed 19/01/2022 3:00 PM
Wed 19/01/2022 4:00 PM
(none)
Meeting organizer
s. 22(1)(a)(ii)
Gaglia, Julie; s. 22(1)(a)(ii)
kerryn.newton@directorsaustralia.com; vanessa.jolly@directorsaustralia.com

Microsoft Teams meeting

s. 47E(d)

C 08729.

LEX-27973

Contract
Shell No.

Page 56 of 184

19 Jan 2022

Kerryn Newton
Julie Galia Vanessa

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

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

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

caller IP defaults
to not restricted
next call. Not
restricted.APVMA Board meeting
Timeline 19/1/2022
Balance.Deliverables

Director No:

Skills + Experience
+ Diversity.

Conflicts? -



- List of people. ✓



Legislation passed. Dec 2021.

- Key Skills

Supplement:

regulatory exp
Environmental
Science

Chair - Leadership.

Archived: Monday, 15 August 2022 4:20:51 PM
From: [Vanessa Jolly](#)
Sent: Wed, 1 Jan 2022 06:56:16
To: [s. 22\(1\)\(a\)\(ii\)](#)
Cc: [kerryn Newton appointments](#)
Subject: E: Private Interests Declaration PID form APVMA Board [SEC=OFFICIAL]
Sensitivity: Normal

Thanks [s. 22\(1\)\(a\)\(ii\)](#)

Much appreciated.

Regards,

Vanessa

Vanessa Jolly
General Manager Board Recruitment



\itap20408 450 281 \itap2www.directorsaustralia.com
\itap21300 890 267 \itap2PO Box 3018, South Brisbane Qld 4101

[\itap2](#)  Access our [disclaimer and important security and privacy](#) information

From: [s. 22\(1\)\(a\)\(ii\)](#) [agriculture.gov.au](#)
Sent: Wednesday, 1 January 2022 4:54 PM
To: Vanessa Jolly [vanessa.jolly@directorsaustralia.com](#)
Cc: kerryn Newton [kerryn.newton@directorsaustralia.com](#) ; [appointments@agriculture.gov.au](#)
Subject: Private Interests Declaration PID form APVMA Board [SEC=OFFICIAL]

Hi Vanessa

As discussed, attached are the blank PID forms for the chair and member positions please use the respective form for each position the candidate is being listed for .

We have included a space for the Director ID Number in the Personal Details form.

As always, happy to discuss if you have any questions.

Cheers

[s. 22\(1\)\(a\)\(ii\)](#)

Portfolio Coordination and Appointments | Governance and Parliamentary Business Branch | Corporate and Business Services Division

Phone [s. 22\(1\)\(a\)\(ii\)](#) | Fax [s. 22\(1\)\(a\)\(ii\)](#)

Department of Agriculture, Water and the Environment

GPO Box 858 Canberra ACT 2601 Australia

awe.gov.au

f0 IMPO TANT This email and any attachments have been issued by the Australian Government Department of Agriculture, Water and the Environment. The material transmitted is for the use of the intended recipient only and may contain confidential, legally privileged, copyright or personal information. You should not copy, use or disclose it without authorisation from the Department. It is your responsibility to check any attachments for viruses and defects before opening or forwarding them. If you are not an intended recipient, please contact the sender of this email at once by return email and then delete both messages. Unintended recipients must not copy, use, disclose, rely on or publish this email or attachments. The Department of Agriculture, Water and the Environment is not liable for any loss or damage resulting from unauthorised use or dissemination of, or any reliance on, this email or attachments. If you have received this e mail as part of a valid mailing list and no longer want to receive a message such as this one, advise the sender by return e mail accordingly. This notice should not be deleted or altered

PRIVATE INTERESTS DECLARATION

PRIVACY NOTICE

The Department of Agriculture, Water and the Environment collects your *personal information*¹, including *sensitive information*², in your application, curriculum vitae, referee comments, personal details form, private interests declaration form, Information in the departments possession and from other publicly available information for the purpose of assessing your suitability for and appointment to the Australian Pesticides and Veterinary Medicines Authority Board and related purposes, including public announcement of the appointment.

By making an application and completing and submitting the applicant details form and private interests declaration form, you consent to the collection, use and disclosure of information you provide, referee comments and other personal information collected by the department, where necessary for these purposes and any related purposes. If you fail to provide some or all of the information requested in the personal details form and private interests declaration form, the department will be unable to progress your application.

The department may disclose your *personal information* to other Australian Government agencies, relevant ministers, persons or organisations where necessary for the purposes mentioned above, provided the disclosure is consistent with the *Privacy Act 1988* and other relevant laws. Your *personal information* will be used and stored in accordance with the Australian Privacy Principles.

See the department's privacy policy at www.awe.gov.au/about/commitment/privacy to learn more about accessing or correcting personal information or making a complaint.

Alternatively, contact the department at privacy@awe.gov.au.

- ☐ I have read and understood the privacy notice and consent to the collection, use and disclosure of my personal information as outlined in the privacy notice. Where I have provided personal information in relation to any other person, I have obtained that person's consent to the collection, use and disclosure of that personal information as outlined in the privacy notice.

¹ *Personal information* means any information or an opinion about an identified, or reasonably identifiable, individual.

² *Sensitive information* is a subset of *personal information* and includes any information or opinion about an individual's racial or ethnic origin, political opinion or association, religious beliefs or affiliations, philosophical beliefs, sexual preferences or practices, trade or professional associations and memberships, union membership, criminal record, health or genetic information and biometric information or templates.

PERSONAL DETAILS

CHAIR

AUSTRALIAN PESTICIDES AND VETERINARY MEDICINES AUTHORITY BOARD

The requested information in this form may be required at various points of the appointment process, including government consideration and finalisation of the appointment, should you be successful. Please complete all required fields.

Full name: (title, first name, surname and post-nominals)	
Preferred name:	[If no preferred name, write as above]
State or territory of residence:	
Postal address:	
Email address:	
Mobile phone number:	
Alternate phone number: (include area code)	[If no alternate phone number, write n/a]
Date of birth:	
Current position:	
Director Identification Number:	
EEO category: A – Aboriginal TSI – Torres Strait Islander NESB 1/2 – Non-English-speaking background, first or second generation F – female PWD – person with a disability	[Please list the corresponding code or, if none apply, write n/a]

PROPOSED POSITION & ORGANISATION

CHAIR
AUSTRALIAN PESTICIDES AND VETERINARY MEDICINES
AUTHORITY BOARD

If you answer “yes” to any question, please provide details in a signed and dated attachment to this form. Please note that answering “yes” to any question does not necessarily preclude you from being appointed. Your response will be treated as confidential and will only be used for purposes connected with this proposed appointment.

1. Do you have any disclosable criminal convictions, i.e. convictions as an adult that form part of your criminal history other than those protected by the Spent Convictions Scheme (see Part VIIC of the <i>Crimes Act 1914</i>)?	Yes / No
2. Are you, or have you been, the respondent or defendant in any civil or criminal court action (including as a company director or other office holder)?	Yes / No
3. (a) Have you ever been declared bankrupt, entered into a debt agreement under Part IX of the Bankruptcy Act 1996 (the Bankruptcy Act) or entered into a personal insolvency agreement under Part X of the Bankruptcy Act? (b) If you are in a partnership, have any of your partners ever been declared bankrupt, entered into a debt agreement under Part IX of the Bankruptcy Act or entered into a personal insolvency agreement under Part X of the Bankruptcy Act?	Yes / No or N/A
4. Has any business or commercial enterprise for which you, or if applicable your partner(s), have had responsibility ever gone into receivership or a similar scheme or arrangement?	Yes / No
5. During the last 10 years have you, or if applicable your partner(s), been the subject of a court order in connection with monies owing to another party?	Yes / No
6. Have you ever been summonsed or charged concerning non-payment of tax or outstanding tax debts, investigated for tax evasion or defaults, or negotiated with the Australian Taxation Office over outstanding tax debts?	Yes / No
7. Have you ever been the subject of a complaint to a professional body which has been substantiated, or is currently under investigation?	Yes / No
8. Have you ever been dismissed from employment because of a discipline or misconduct issue?	Yes / No
9. Are you the director of a company? If yes, please provide details.	Yes / No
10. Do you or your immediate family have any financial interest in any company or business, or are you or your immediate family employed or engaged by any company or business, which might have dealings with, or an interest in the decisions of, the office to which you may be appointed? If yes, include advice in a separate attachment on how this conflict of interest would be managed.	Yes / No
11. Are you a lobbyist registered on the Australian Government's Lobbyists Register or the register of a state or territory? If yes, please provide details in a separate attachment.	Yes / No
12. Are you currently employed by the Commonwealth, the Administration of a Territory, or a public statutory corporation or incorporated company owned by the Commonwealth on a full-time basis? If yes, please provide details.	Yes / No
13. Is there any other information which could be relevant to your suitability for the proposed appointment?	Yes / No

ASSURANCE

I advise that to the best of my knowledge my private, business and financial interests, including taxation affairs, would not conflict with my public duties or otherwise cause embarrassment to myself or to the Government during my term of appointment.

I also undertake to advise the responsible minister should a situation arise in the future which might cause a conflict of interest with my responsibilities under this appointment.

.....

Name Signature Date

PRIVATE INTERESTS DECLARATION – ATTACHMENT

EX-2707P

Page 62 of 184

PROPOSED POSITION & ORGANISATION	CHAIR AUSTRALIAN PESTICIDES AND VETERINARY MEDICINES AUTHORITY BOARD
-------------------------------------	--

Please provide details for all 'yes' answers to any question on the Private Interests Declaration form. Please detail how any conflict(s), actual or perceived, will be managed if appointed. Your responses will be treated as confidential and will only be used for purposes connected with the proposed appointment.

QUESTION	DETAILS AND CONFLICT MITIGATION STRATEGY (IF ANY)

ASSURANCE

I declare that to the best of my knowledge, the information provided above is true and correct.		
..... Name Signature Date

PRIVATE INTERESTS DECLARATION

PRIVACY NOTICE

The Department of Agriculture, Water and the Environment collects your *personal information*¹, including *sensitive information*², in your application, curriculum vitae, referee comments, personal details form, private interests declaration form, Information in the departments possession and from other publicly available information for the purpose of assessing your suitability for and appointment to the Australian Pesticides and Veterinary Medicines Authority Board and related purposes, including public announcement of the appointment.

By making an application and completing and submitting the applicant details form and private interests declaration form, you consent to the collection, use and disclosure of information you provide, referee comments and other personal information collected by the department, where necessary for these purposes and any related purposes. If you fail to provide some or all of the information requested in the personal details form and private interests declaration form, the department will be unable to progress your application.

The department may disclose your *personal information* to other Australian Government agencies, relevant ministers, persons or organisations where necessary for the purposes mentioned above, provided the disclosure is consistent with the *Privacy Act 1988* and other relevant laws. Your *personal information* will be used and stored in accordance with the Australian Privacy Principles.

See the department's privacy policy at www.awe.gov.au/about/commitment/privacy to learn more about accessing or correcting personal information or making a complaint.

Alternatively, contact the department at privacy@awe.gov.au.

- ☐ I have read and understood the privacy notice and consent to the collection, use and disclosure of my personal information as outlined in the privacy notice. Where I have provided personal information in relation to any other person, I have obtained that person's consent to the collection, use and disclosure of that personal information as outlined in the privacy notice.

¹ *Personal information* means any information or an opinion about an identified, or reasonably identifiable, individual.

² *Sensitive information* is a subset of *personal information* and includes any information or opinion about an individual's racial or ethnic origin, political opinion or association, religious beliefs or affiliations, philosophical beliefs, sexual preferences or practices, trade or professional associations and memberships, union membership, criminal record, health or genetic information and biometric information or templates.

PERSONAL DETAILS**MEMBER****AUSTRALIAN PESTICIDES AND VETERINARY MEDICINES AUTHORITY BOARD**

The requested information in this form may be required at various points of the appointment process, including government consideration and finalisation of the appointment, should you be successful. Please complete all required fields.

Full name: (title, first name, surname and post-nominals)	
Preferred name:	[If no preferred name, write as above]
State or territory of residence:	
Postal address:	
Email address:	
Mobile phone number:	
Alternate phone number: (include area code)	[If no alternate phone number, write n/a]
Date of birth:	
Current position:	
Director Identification Number:	
EEO category: A – Aboriginal TSI – Torres Strait Islander NESB 1/2 – Non-English-speaking background, first or second generation F – female PWD – person with a disability	[Please list the corresponding code or, if none apply, write n/a]

PROPOSED POSITION & ORGANISATION	<p style="text-align: center;">MEMBER AUSTRALIAN PESTICIDES AND VETERINARY MEDICINES AUTHORITY BOARD</p>
---	---

Please answer the following questions by circling the reply that applies to your personal circumstances. **If you answer “yes” to any question, please provide details in a signed and dated attachment to this form.** Please note that answering “yes” to any question does not necessarily preclude you from being appointed. Your response will be treated as confidential and will only be used for purposes connected with this proposed appointment.

1. Do you have any disclosable criminal convictions, i.e. convictions as an adult that form part of your criminal history other than those protected by the Spent Convictions Scheme (see Part VIIC of the <i>Crimes Act 1914</i>)?	Yes / No
2. Are you, or have you been, the respondent or defendant in any civil or criminal court action (including as a company director or other office holder)?	Yes / No
3. (a) Have you ever been declared bankrupt, entered into a debt agreement under Part IX of the Bankruptcy Act 1996 (the Bankruptcy Act) or entered into a personal insolvency agreement under Part X of the Bankruptcy Act? (b) If you are in a partnership, have any of your partners ever been declared bankrupt, entered into a debt agreement under Part IX of the Bankruptcy Act or entered into a personal insolvency agreement under Part X of the Bankruptcy Act?	Yes / No or N/A
4. Has any business or commercial enterprise for which you, or if applicable your partner(s), have had responsibility ever gone into receivership or a similar scheme or arrangement?	Yes / No
5. During the last 10 years have you, or if applicable your partner(s), been the subject of a court order in connection with monies owing to another party?	Yes / No
6. Have you ever been summonsed or charged concerning non-payment of tax or outstanding tax debts, investigated for tax evasion or defaults, or negotiated with the Australian Taxation Office over outstanding tax debts?	Yes / No
7. Have you ever been the subject of a complaint to a professional body which has been substantiated, or is currently under investigation?	Yes / No
8. Have you ever been dismissed from employment because of a discipline or misconduct issue?	Yes / No
9. Are you the director of a company? If yes, please provide details.	Yes / No
10. Do you or your immediate family have any financial interest in any company or business, or are you or your immediate family employed or engaged by any company or business, which might have dealings with, or an interest in the decisions of, the office to which you may be appointed? If yes, include advice in a separate attachment on how this conflict of interest would be managed.	Yes / No
11. Are you a lobbyist registered on the Australian Government's Lobbyists Register or the register of a state or territory? If yes, please provide details in a separate attachment.	Yes / No
12. Are you currently employed by the Commonwealth, the Administration of a Territory, or a public statutory corporation or incorporated company owned by the Commonwealth on a full-time basis? If yes, please provide details.	Yes / No
13. Is there any other information which could be relevant to your suitability for the proposed appointment?	Yes / No

ASSURANCE

I advise that to the best of my knowledge my private, business and financial interests, including taxation affairs, would not conflict with my public duties or otherwise cause embarrassment to myself or to the Government during my term of appointment.

I also undertake to advise the responsible minister should a situation arise in the future which might cause a conflict of interest with my responsibilities under this appointment.

.....
Name	Signature	Date

PRIVATE INTERESTS DECLARATION – ATTACHMENT F

EX-2707P

Page 66 of 184

PROPOSED POSITION & ORGANISATION	MEMBER AUSTRALIAN PESTICIDES AND VETERINARY MEDICINES AUTHORITY BOARD
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Please provide details for all 'yes' answers to any question on the Private Interests Declaration form. Please detail how any conflict(s), actual or perceived, will be managed if appointed. Your responses will be treated as confidential and will only be used for purposes connected with the proposed appointment.

QUESTION	DETAILS AND CONFLICT MITIGATION STRATEGY (IF ANY)

ASSURANCE

I declare that to the best of my knowledge, the information provided above is true and correct.		
..... Name Signature Date

Archived: Monday, 15 August 2022 4:4 :27 PM
From: s. 22(1)(a)(ii)
Sent: Thu, 20 Jan 2022 06:30:16 +0000Authentication
To: [appointments](#)
Cc: s. 22(1)(a)(ii)
Subject: E: equest for PGPA Approval APVMA Board candidate search [SEC=OFFICIAL]
Sensitivity: Normal

Hi ^{s. 22(1)(a)(ii)}

Approved

Many thanks

ind regards

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

ag Assistant Secretary | Governance and Parliamentary Business Branch
Corporate Business Services Division | Enabling Services Group
Department of Agriculture, Water and the Environment
h s. 22(1)(a)(ii) mai s. 22(1)(a)(ii) [awe.gov.au](#)
Ngunawal Country
John Gorton Building, Parkes ACT | GPO Box 858 Canberra ACT 2601 Australia | [awe.gov.au](#)



ind regards

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

ag Assistant Secretary | Governance and Parliamentary Business Branch
Corporate Business Services Division | Enabling Services Group
Department of Agriculture, Water and the Environment
h s. 22(1)(a)(ii) mai : s. 22(1)(a)(ii) [awe.gov.au](#)

John Gorton Building, Parkes ACT | GPO Box 858 Canberra ACT 2601 Australia | awe.gov.au



The department acknowledges the traditional custodians of Australia and their continuing connection to land, sea, environment, water and community. We pay our respect to the traditional custodians, their culture, and elders both past and present.

From: appointments appointments agriculture.gov.au

Sent: Thursday, 20 January 2022 3:57 PM

To: s. 22(1)(a)(ii) agriculture.gov.au

Cc: appointments appointments agriculture.gov.au ; s. 22(1)(a)(ii) agriculture.gov.au ; s. 22(1)(a)(ii) agriculture.gov.au

Subject: request for PGPA Approval APVMA Board candidate search

Hi erryn

Attached is a submission seeking your approval of funds under the PGPA Act to engage Directors Australia to source and provide a list of possible candidates for the minister to consider for appointment to the APVMA Board.

In s. 22(1)(a)(ii)s absence, s. 22(1)(a)(ii) has reviewed and cleared the submission.

Grateful if you can consider and provide approval. I will then provide you with a contract to finalise arrangements for the provision of the services. Many thanks.

Cheers

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

Portfolio Coordination and Appointments | Governance and Parliamentary Business Branch | Corporate and Business Services Division

Phone s. 22(1)(a)(ii) | Fax +s. 22(1)(a)(ii)

Department of Agriculture, Water and the Environment

John Gorton Building, Parkes Place East, Parkes ACT 2600 Australia

GPO Box 858 Canberra ACT 2601 Australia

awe.gov.au



For Official Use Only

DEPARTMENT OF AGRICULTURE, WATER AND THE ENVIRONMENT

Ref: C08729

To: **s. 22(1)(a)(ii)** A/g Assistant Secretary, Governance and Parliamentary Business Branch,
Corporate and Business Services Division

PGPA ACT SECTION 23(3) APPROVAL – ENGAGE SEARCH FIRM TO SOURCE AND PROVIDE A LIST OF SUITABLE CANDIDATES FOR THE AUSTRALIAN PESTICIDES AND VETERINARY MEDICINES AUTHORITY (APVMA) BOARD POSITIONS

Timing: 20 January 2022 – to allow for the finalisation of the contract to engage Directors Australia Pty Ltd as the supplier of the required services.

Recommendations:

Note that the APVMA has agreed to bear all the costs associated with identifying suitable candidates for filling of the chair and 3 other board member positions.

Noted / Please discuss

Approve the commitment of relevant money in accordance with *Public Governance, Performance and Accountability Act 2013* (PGPA Act) section 23(3) to the recommended supplier Directors Australia Pty Ltd for an amount of \$60,115 (inclusive of GST) for the fixed fee to source and provide a list of suitable candidates for appointment to the APVMA Board and cover credential checks. You have s23(3) general financial delegation up to \$2 million.

Approved / Not approved

Approve the commitment of relevant money in accordance with *Public Governance, Performance and Accountability Act 2013* (PGPA Act) section 23(1) to the recommended supplier Directors Australia Pty Ltd for an amount up to \$10,000 (inclusive of GST) for additional ad hoc work post submission of the report and outside of the original scope for identification of candidates for appointment to the APVMA Board. You have s23(1) general financial delegation up to \$2 million.

Approved / Not approved

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

Date:

Comments:

Key Points:

1. This minute seeks your approval under section 23(3) and 23(1) of the *Public Governance, Performance and Accountability Act 2013* (PGPA Act) for the commitment of funds of up to \$70,115 (inclusive of GST) to pay a contract fee to Directors Australia Pty Ltd to identify and provide a list of suitable candidates for appointment to the APVMA Board.

For Official Use Only

2. In early December 2021, the legislation to establish the board received Royal Assent. In early January 2022, the minister's office requested that a list of candidates be provided for the minister's consideration by the end of January 2022.
3. The original intention was to conduct a selection process calling for expressions of interest for the positions through advertising, assessment of applications by a selection panel and providing a list of names for the minister's consideration. However, with this new, truncated timeframe, there was insufficient time to conduct a full process and we considered the best approach was to engage a search firm with experience in governance board selection to identify candidates for the minister's consideration. The estimated value for this service was \$70,000.

Proposal

4. It is proposed to enter into an arrangement with Directors Australia from 20 January 2022 to 30 April 2022. The expected fixed expenditure for the arrangement is \$60,115, based on:
 - a. \$53,075 for the assessment and development of a list of up to 8 suitable candidates
 - b. \$7,040 for credential checks for up to 8 suitable candidates (estimated based on \$880 per person).
5. The Indigenous Procurement Policy does not apply to this procurement as the estimated value (including extension options) does not fall within the Mandatory Set-Aside threshold of \$80,000–\$200,000, and the services will not be delivered in a remote area.

Approach

6. We sought quotes from three suppliers. The limited procurement method is consistent with the Commonwealth Procurement Rules. The following quotes (GST inclusive) were received:
 - a. Directors Australia—\$53,075 for the initial candidate list with additional allowance for credential searches (\$880 per person)

s. 47G(1)(a)

7. Following assessment of the proposals and quotes received, Directors Australia was considered to provide the best value-for-money relationship for the provision of the required services and is the preferred supplier. Directors Australia represents the best value for money because the well-structured proposal provided confidence that they understood the requirements and timeframes of the assignment, the rate was within industry standards, and they could start immediately.

s. 47G(1)(a)

8. Under the contract, Directors Australia will provide the following:
 - a. a list of suitable candidates for the chair and 3 other member positions, including a short summary of all applicants, contact details and a copy of their current CV by 8 February 2022
 - b. contact potential candidates to assess their interest and availability to be considered by the minister for the role(s)
 - c. respond to and manage enquiries from potential candidates
 - d. liaise with the departmental contact officer to manage the process
 - e. reference and character checks of suitable candidates.
9. If you approve this commitment, we will organise a contract for your signature. There is sufficient money in cost centre J18 to cover this proposed commitment initially, with any expense to be recovered from APVMA.
10. The contract will be entered into TechnologyOne and submitted to the Procurement Team within 14 days of it being signed, to allow time for them to publish the contract on AusTender.

Additional costs

11. We also seek approval under section 23(1) of the PGPA Act for the commitment of funds up to \$10,000 for possible additional ad hoc work by Directors Australia post submission of the suitable candidate list for appointment to the APVMA Board. This may include sourcing additional candidates if the minister is not satisfied with enough of the original candidates to fill all board positions.
 - a. The estimated expenditure is based on quoted daily rates for the project leader (3 days) and project director (1 day).

Farmer/Stakeholder Implications.

12. The APVMA Board will strengthen the APVMA's governance arrangements and provide the necessary oversight to help the regulator manage operational, financial and performance matters.

Name: s. 22(1)(a)(ii)
 Position: Director, Portfolio Coordination Unit & Appointments
 Branch: Governance and Parliamentary Business
 Division: Corporate and Business Services
 Landline: s. 22(1)(a)(ii) Mob: s. 22(1)(a)(ii)
 20 / 1 /2022

Contact Officer: s. 22(1)(a)(ii)
 Portfolio Coordination Unit & Appointments
 Ph: 02 6272 3624

Archived: Tuesday, 16 August 2022 2:47:0 PM
From: [appointments](#)
Sent: Thu, 20 Jan 2022 21:07:51 +0000Authentication
To: [erryn Newton](#)
Cc: [appointments](#) [Sue Patterson](#)
Subject: E: equest for Quote List of candidates for APVMA Board [SEC=OFFICIAL]
Sensitivity: Normal

Fantastic. Thanks so much erryn for getting back to me so quickly.

Hoping to have the contract signed today and I will be in touch as soon as it is done.

Cheers

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

Portfolio Coordination and Appointments | Governance and Parliamentary Business Branch | Corporate and Business Services Division

Phone s. 22(1)(a)(ii) | Fax s. 22(1)(a)(ii)

Department of Agriculture, Water and the Environment

John Gorton Building, Parkes Place East, Parkes ACT 2600 Australia

GPO Box 858 Canberra ACT 2601 Australia

awe.gov.au

From: erryn Newton kerryn.newton@directorsaustralia.com
Sent: Thursday, 20 January 2022 6:46 PM
To: appointments appointments appointments@agriculture.gov.au
Cc: Sue Patterson sue.patterson@directorsaustralia.com
Subject: E: equest for Quote List of candidates for APVMA Board [SEC=OFFICIAL]

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

We have a couple of minor changes to the contract admin only . Please see tracked changes.

Kind regards

Kerryn

Kerryn Newton
Chief Executive Officer



s. 47F(1)

www.directorsaustralia.com

\itap2PO Box 3018, South Brisbane Qld 4101

From: appointments

[\itap2](#)  Access our [disclaimer and important security and privacy](#) information
[appointments](#) appointments@agriculture.gov.au

Sent: Thursday, 20 January 2022 3:15 PM

Page 73 of 184

To: erryn Newton kerryn.newton@directorsaustralia.com

Cc: Vanessa Jolly vanessa.olly@directorsaustralia.com ; Sue Patterson sue.patterson@directorsaustralia.com ; appointments appointments.agriculture.gov.au

Subject: E: request for Quote List of candidates for APVMA Board [SEC=OFFICIAL]

Hi erryn

Attached is a draft contract for the provision of services by Directors Australia as per your quote and our subsequent meeting and discussions. The document contains standard terms and conditions for a Commonwealth contract for the provision of goods and services and hopefully will be acceptable to Directors Australia.

In particular, please check the milestones, pricing and payment schedule, and confirm the ABN for Directors Australia. Happy to discuss if you have any concerns or questions.

Grateful if you can track any suggested changes and get back to me as soon as possible so that we can finalise. Many thanks.

Cheers

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

Portfolio Coordination and Appointments | Governance and Parliamentary Business Branch | Corporate and Business Services Division

Phone **s. 22(1)(a)(ii)** Fax **s. 22(1)(a)(ii)**

Department of Agriculture, Water and the Environment

John Gorton Building, Parkes Place East, Parkes ACT 2600 Australia

GPO Box 858 Canberra ACT 2601 Australia

awe.gov.au

From: erryn Newton kerryn.newton@directorsaustralia.com

Sent: Thursday, 13 January 2022 4:27 PM

To: appointments appointments.agriculture.gov.au

Cc: Vanessa Jolly vanessa.olly@directorsaustralia.com ; Sue Patterson sue.patterson@directorsaustralia.com

Subject: E: request for Quote List of candidates for APVMA Board [SEC=OFFICIAL]

Importance: High

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

Thank you for the opportunity to respond to this Q. Please find attached our response. It would be much appreciated if you could acknowledge receipt.

Feel free to contact myself or Vanessa with any queries.

We look forward to hearing from you.

Kind regards

Kerryn

Kerryn Newton



s. 47F(1)

www.directorsaustralia.com

\itap2PO Box 3018, South Brisbane Qld 4101

From: appointments[\itap2](#) Access our [disclaimer and important security and privacy](#) informationappointments.agriculture.gov.au**Sent:** Tuesday, 11 January 2022 2:50 PM**To:** erryn Newton kerryn.newton@directorsaustralia.com**Cc:** appointments appointments.agriculture.gov.au**Subject:** equest for Quote List of candidates for APVMA Board [SEC=OFFICIAL]

Hi erryn

Good to talk to you this morning. As discussed, attached is a equest for Quote and an Australian Pesticides and Veterinary Medicines Authority APVMA Board Member profile document.

Grateful if you can consider the work required and provide a quote for your services by COB Thursday, 13 January 2022 apologies about the short turnaround .

Happy to discuss if you have any questions.

egards

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

Portfolio Coordination and Appointments | Governance and Parliamentary Business Branch | Corporate and Business Services Division

Phone s. 22(1)(a)(ii) | Fax s. 22(1)(a)(ii)

Department of Agriculture, Water and the Environment

John Gorton Building, Parkes Place East, Parkes ACT 2600 Australia

GPO Box 858 Canberra ACT 2601 Australia

awe.gov.au

IMPO TANT This email and any attachments have been issued by the Australian Government Department of Agriculture, Water and the Environment. The material transmitted is for the use of the intended recipient only and may contain confidential, legally privileged, copyright or personal information. ou should not copy, use or disclose it without authorisation from the Department. It is your responsibility to check any attachments for viruses and defects before opening or forwarding them. If you are not an intended recipient, please contact the sender of this email at once by return email and then delete both messages. nintended recipients must not copy, use, disclose, rely on or publish this email or attachments. The Department of Agriculture, Water and the Environment is not liable for any loss or damage resulting from unauthorised use or dissemination of, or any reliance on, this email or attachments. If you have received this e mail as part of a valid mailing list and no longer want to receive a message such as this one, advise the sender by return e mail accordingly. This notice should not be deleted or altered



Australian Government

Commonwealth Contract – Goods and Services

Reference ID: C08729

Customer

Customer Name: Department of Agriculture, Water and the Environment
Customer ABN: 34 190 894 983
Address: GPO Box 858
Canberra ACT 2601

Supplier

Full Name of the Legal Entity: Directors Australia Pty Ltd
Supplier ABN: 58 134 627 875
Address: PO Box 3018
SOUTH BRISBANE QLD 4101

Statement of Work

C.A.1 Key Events and Dates

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

Event	Details
Contract Start Date:	Thursday, 20 January 2022
Contract Term:	This Contract will terminate on Saturday, 30 April 2022.
Contract Extension Option:	The Contract Term will not be extended.

C.A.2 The Requirement

- Provide list of suitable candidates for the Chair and 3 other member positions, including a short summary of all applicants, contact details and a copy of their current CV
- Contact potential candidates to assess their interest and availability to be considered by the minister for the role(s), including obtaining a completed private interests declaration form from each candidate
- Respond to and manage enquiries from potential candidates
- Liaise with the departmental contact officer to manage the process
- Reference or character checks of suitable candidates
- Provide list of suitable candidates by Tuesday, 8 February 2022
- Possible follow-up action to provide a list of additional candidates if minister is not satisfied with enough of the original candidates to fill all board
- Notify all candidates of the outcome
- Services to be provided in line with milestones in the provided timeline.

C.A.2(a) Standards

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

Web Content Accessibility

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

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

Performance Measures

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

s. 47G(1)(a)_t

C.A.2(b) Security Requirements

None Specified.

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

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

The Supplier will provide the Customer with a plan for approval.

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

C.A.2(d) Delivery and Acceptance

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

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

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

Item/Description	Delivered To	Delivery Address	Contact Phone	Delivery Date

Milestone Description	Contact for Delivery	Delivery Location/Email	Due Date
List of suitable candidates for the Chair and 3 other member positions, including a short summary of all applicants, contact details, credential and reference checks, copy of their current CV and completed PID, provided to the department	s. 22(1)(a)(ii)	appointments@agriculture.gov.au s. 22(1)(a)(ii)@agriculture.gov.au	8/02/2022
Possible follow-up action to provide a list of additional candidates	s. 22(1)(a)(ii)	appointments@agriculture.gov.au s. 22(1)(a)(ii)@agriculture.gov.au	9/02/2022 to 29/04/2022 as required
Confirmation that all unsuccessful short-listed candidates have been notified of the outcome	s. 22(1)(a)(ii)	appointments@agriculture.gov.au s. 22(1)(a)(ii)@agriculture.gov.au	29/04/2022 or earlier if successful candidates appointed

C.A.2(e) Meetings

The Supplier is required to attend meetings as follows:

Meeting Type	Position Required	Frequency	Teleconference/ Onsite	Location
General meeting	Supplier and departmental representatives	On request	Teleconference	n/a

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

The Customer will not make any facilities or assistance available to the Supplier.

C.A.2(g) Customer Material

Timeline for milestones

Candidate Pack

Request for quote

C.A.2(h) Conflicts of Interest

The Supplier has declared that it has no actual, perceived or potential conflicts of interest relevant to the performance of its obligations under this Contract.

C.A.2(i) Public Interest Disclosure

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

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

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

Name/Position:	s. 22(1)(a)(ii) Senior Policy Officer
Email Address:	s. 22(1)(a)(ii)@agriculture.gov.au
Telephone:	s. 22(1)(a)(ii)

C.A.2(j) Complaints Handling

Any complaints relating to this procurement should be referred to:

Name/Position:	s. 22(1)(a)(ii) / Senior Policy Officer
Email Address:	s. 22(1)(a)(ii)@agriculture.gov.au
Telephone:	s. 22(1)(a)(ii)

C.A.3 Contract Price

The maximum Contract Price inclusive of GST and all taxes and charges will not exceed **\$60,115.00 plus variable price costs** as set out below.

Fixed Price (including all expenses)

Due Date	Milestone Description	Total Price GST Exclusive	GST Component	Total Price GST Inclusive
20/01/2022	Execution of Contract (50% fee for board member recruitment)	\$24,125.00	\$2,412.50	\$26,537.50
9/02/2022	Provision of list of suitable candidates (credential checks for 8 candidates charged at \$880 (GST inclusive) per candidate check)	\$6,400.00	\$640.00	\$7,040.00
30/04/2022 or earlier if appointments finalised	Appointments finalised (50% fee for board member recruitment)	\$24,125.00	\$2,412.50	\$26,537.50

Total Fixed Price for Services \$60,115.00 GST Inclusive

Variable Price (including all expenses)

Due Date	Milestone Description	Total Price GST Exclusive	GST Component	Total Price GST Inclusive
30/04/2022 or earlier if appointments finalised	Appointments finalised (Possible follow-up action to provide a list of additional candidates charged at rates between \$275 and \$357.50 per hour (GST inclusive) and \$880 (GST inclusive) for each credential check as per submitted quote and on the provision of an appropriately detailed invoice and supporting timesheet.	Amount dependant on work undertaken	Amount dependant on work undertaken	Amount dependant on work undertaken

C.A.3(a) Payment Schedule

The Total Fixed Fees and Variable Fees and Charges and will be made as per the milestone/payment schedule above.

C.A.4 Contract Managers and Addresses for Notices

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

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

The person occupying the position of: Director, Portfolio Coordination and Appointments

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

Telephone:

Mobile:

Email Address: awe.gov.au

Postal Address: GPO Box 858
CANBERRA ACT 2601

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

Addressee Name/Position Title: s. 22(1)(a)(ii) Senior Policy Officer

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

Email Address: s. 22(1)(a)(ii)@agriculture.gov.au

Postal Address: GPO Box 858
CANBERRA ACT 2601

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

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

Name: Kerryn Newton

Position Title: Chief Executive Officer, Directors Australia

Telephone: s. 47F(1)

Mobile:

Email Address: kerryn.newton@directorsaustralia.com.au

Postal Address: PO Box 3018
SOUTH BRISBANE QLD 4101

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

Name: Kerryn Newton

Position Title: Chief Executive Officer, Directors Australia

Email Address: kerryn.newton@directorsaustralia.com.au

Postal Address: PO Box 3018
SOUTH BRISBANE QLD 4101

C.A.5 Specified Personnel

Not Applicable

C.A.6 Subcontractors

None Specified

Additional Contract Terms

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

C.B.1 Intellectual Property

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

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

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

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

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

Pre-Existing Intellectual Property of the Supplier

Not Applicable

C.B.2 Confidential Information of the Supplier

Not Applicable

C.B.3 Interest on Late Payments

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

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

If the total initial value of the Contract (excluding any options, extensions, renewals or other mechanisms that may be executed over the life of the contract) is less than A\$1 million (GST inclusive) and the Customer fails to make a payment to the Supplier by the business day it is due, the Customer will pay the unpaid amount plus interest on the unpaid amount, provided the amount of interest payable under this clause exceeds A\$100.

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

C.B.4 Notifiable Data Breaches

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

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

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

Commonwealth Contract Terms

C.C.1 Background:

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

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

C.C.2 Relationship of the Parties:

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

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

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

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

C.C.3 Conflict of Interest:

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

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

C.C.4 Precedence of Documents:

The Contract is comprised of:

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

unless otherwise agreed in writing between the parties.

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

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

C.C.5 Governing Law:

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

C.C.6 Entire Agreement:

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

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

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

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

C.C.7 Survival:

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

C.C.8 Notices:

A Notice is deemed to be effected:

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

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

C.C.9 Assignment:

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

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

C.C.10 Subcontracting:

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

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

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

Commonwealth Contract Terms

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

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

C.C.11 Delivery and Acceptance:

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

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

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

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

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

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

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

C.C.12 Licences Approvals and Warranties:

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

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

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

C.C.13 Specified Personnel:

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

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

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

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

C.C.14 Liability of the Supplier:

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

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

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

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

C.C.15 Termination or Reduction for Convenience:

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

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

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

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

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

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

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

C.C.16 Termination for Cause:

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

- (a) the Supplier does not deliver the Goods and/or Services as specified in the Contract, or notifies the Customer that the Supplier will be unable to deliver the Goods and/or Services as specified in the Contract;
- (b) the Customer rejects the Goods and/or Services in accordance with clause C.C.11 [Delivery and Acceptance] and the Goods and/or Services are not remedied as required by the Notice of rejection;
- (c) the Supplier breaches a material term of the Contract and the breach is not capable of remedy;
- (d) the Supplier does not remediate a material breach of the Contract which is capable of remediation within the period specified by the Customer in a Notice of default issued to the Supplier; or
- (e) subject to the Customer complying with any requirements in the *Corporations Act 2001* (Cth), the Supplier:
 - (i) is unable to pay all its debts when they become due;
 - (ii) if incorporated – has a liquidator, receiver, administrator or other controller appointed or an equivalent appointment is made under legislation other than the *Corporations Act 2001* (Cth); or
 - (iii) if an individual – becomes bankrupt or enters into an arrangement under *Part IX* or *Part X* of the *Bankruptcy Act 1966* (Cth).

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

C.C.17 Supplier Payments:

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

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

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

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

C.C.18 Dispute Resolution:

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

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

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

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

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

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

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

C.C.19 Transition In:

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

C.C.20 Transition Out:

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

C.C.21 Compliance with Laws:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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



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Commonwealth Contracting Suite (CCS) Glossary

In the Commonwealth Contracting Suite:

A reference to:

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

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

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

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

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

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

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

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

“Correctly Rendered Invoice” means an invoice that:

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

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

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

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

“Goods and/or Services” means:

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

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

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

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

Commonwealth Contracting Suite (CCS) Glossary

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

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

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

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

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

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

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

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

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

Contract Signing Page

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

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

EXECUTED as an Agreement

Signed for and on behalf of the Commonwealth of Australia as represented by Department of Agriculture, Water and the Environment

ABN 34 190 894 983 by its duly authorised delegate in the presence of

Signature of witness

Signature of delegate

Name of witness (print)

Name of delegate (print)

Position of delegate (print)

Date:

Executed by Directors Australia Pty Ltd ABN 58 134 627 875 in the presence of:

Signature of witness

Signature of supplier

Name of witness (print)

Name of supplier (print)

Date:



Australian Government

Commonwealth Contract – Goods and Services

Reference ID: C08729

Customer

Customer Name: Department of Agriculture, Water and the Environment
Customer ABN: 34 190 894 983
Address: GPO Box 858
Canberra ACT 2601

Supplier

Full Name of the Legal Entity: Directors Australia Pty Ltd
Supplier ABN: ~~58 134 627 875~~ [69 534 972 076](#)
Address: PO Box 3018
SOUTH BRISBANE QLD 4101

Statement of Work

C.A.1 Key Events and Dates

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

Event	Details
Contract Start Date:	Thursday, 20 January 2022
Contract Term:	This Contract will terminate on Saturday, 30 April 2022.
Contract Extension Option:	The Contract Term will not be extended.

C.A.2 The Requirement

- Provide list of suitable candidates for the Chair and 3 other member positions, including a short summary of all applicants, contact details and a copy of their current CV
- Contact potential candidates to assess their interest and availability to be considered by the minister for the role(s), including obtaining a completed private interests declaration form from each candidate
- Respond to and manage enquiries from potential candidates
- Liaise with the departmental contact officer to manage the process
- Reference or character checks of suitable candidates
- Provide list of suitable candidates by Tuesday, 8 February 2022
- Possible follow-up action to provide a list of additional candidates if minister is not satisfied with enough of the original candidates to fill all board
- Notify all candidates of the outcome
- Services to be provided in line with milestones in the provided timeline.

C.A.2(a) Standards

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

Web Content Accessibility

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

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

Performance Measures

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

S. 47G(1)(a)

C.A.2(b) Security Requirements

None Specified.

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

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

The Supplier will provide the Customer with a plan for approval.

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

C.A.2(d) Delivery and Acceptance

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

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

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

Item/Description	Delivered To	Delivery Address	Contact Phone	Delivery Date

Milestone Description	Contact for Delivery	Delivery Location/Email	Due Date
List of suitable candidates for the Chair and 3 other member positions, including a short summary of all applicants, contact details, credential and reference checks, copy of their current CV and completed PID, provided to the department	s. 22(1)(a)(ii)	appointments@agriculture.gov.au s. 22(1)(a)(ii)@agriculture.gov.au	8/02/2022
Possible follow-up action to provide a list of additional candidates	s. 22(1)(a)(ii)	appointments@agriculture.gov.au s. 22(1)(a)(ii)@agriculture.gov.au	9/02/2022 to 29/04/2022 as required
Confirmation that all unsuccessful short-listed candidates have been notified of the outcome	s. 22(1)(a)(ii)	appointments@agriculture.gov.au s. 22(1)(a)(ii)@agriculture.gov.au	29/04/2022 or earlier if successful candidates appointed

C.A.2(e) Meetings

The Supplier is required to attend meetings as follows:

Meeting Type	Position Required	Frequency	Teleconference/ Onsite	Location
General meeting	Supplier and departmental representatives	On request	Teleconference	n/a

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

The Customer will not make any facilities or assistance available to the Supplier.

C.A.2(g) Customer Material

Timeline for milestones

Candidate Pack

Request for quote

C.A.2(h) Conflicts of Interest

The Supplier has declared that it has no actual, perceived or potential conflicts of interest relevant to the performance of its obligations under this Contract.

C.A.2(i) Public Interest Disclosure

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

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

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

Name/Position:	s. 22(1)(a)(ii) / Senior Policy Officer
Email Address:	s. 22(1)(a)(ii)@agriculture.gov.au
Telephone:	s. 22(1)(a)(ii)

C.A.2(j) Complaints Handling

Any complaints relating to this procurement should be referred to:

Name/Position:	s. 22(1)(a)(ii) / Senior Policy Officer
Email Address:	s. 22(1)(a)(ii)@agriculture.gov.au
Telephone:	s. 22(1)(a)(ii)

C.A.3 Contract Price

The maximum Contract Price inclusive of GST and all taxes and charges will not exceed **\$60,115.00 plus variable price costs** as set out below.

Fixed Price (including all expenses)

Due Date	Milestone Description	Total Price GST Exclusive	GST Component	Total Price GST Inclusive
20/01/2022	Execution of Contract (50% fee for board member recruitment)	\$24,125.00	\$2,412.50	\$26,537.50
9/02/2022	Provision of list of suitable candidates (credential checks for 8 candidates charged at \$880 (GST inclusive) per candidate check)	\$6,400.00	\$640.00	\$7,040.00
30/04/2022 or earlier if appointments finalised	Appointments finalised (50% fee for board member recruitment)	\$24,125.00	\$2,412.50	\$26,537.50

Total Fixed Price for Services \$60,115.00 GST Inclusive

Variable Price (including all expenses)

Due Date	Milestone Description	Total Price GST Exclusive	GST Component	Total Price GST Inclusive
30/04/2022 or earlier if appointments finalised	Appointments finalised (Possible follow-up action to provide a list of additional candidates charged at rates between \$275 and \$357.50 per hour (GST inclusive) and \$880 (GST inclusive) for each credential check as per submitted quote and on the provision of an appropriately detailed invoice and supporting timesheet.	Amount dependant on work undertaken	Amount dependant on work undertaken	Amount dependant on work undertaken

C.A.3(a) Payment Schedule

The Total Fixed Fees and Variable Fees and Charges and will be made as per the milestone/payment schedule above.

C.A.4 Contract Managers and Addresses for Notices

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

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

The person occupying the position of: Director, Portfolio Coordination and Appointments

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

Telephone:

Mobile:

Email Address: awe.gov.au

Postal Address: GPO Box 858
CANBERRA ACT 2601

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

Addressee Name/Position Title: s. 22(1)(a)(ii) / Senior Policy Officer

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

Email Address: @agriculture.gov.au

Postal Address: GPO Box 858
CANBERRA ACT 2601

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

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

Name: Kerryn Newton

Position Title: Chief Executive Officer, Directors Australia

Telephone: s. 47F(1)

Mobile:

Email Address: kerryn.newton@directorsaustralia.com.au

Postal Address: PO Box 3018
SOUTH BRISBANE QLD 4101

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

Name: Kerryn Newton

Position Title: Chief Executive Officer, Directors Australia

Email Address: kerryn.newton@directorsaustralia.com

Postal Address: PO Box 3018
SOUTH BRISBANE QLD 4101

C.A.5 Specified Personnel

Not Applicable

C.A.6 Subcontractors

None Specified

Additional Contract Terms

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

C.B.1 Intellectual Property

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

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

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

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

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

Pre-Existing Intellectual Property of the Supplier

Not Applicable

C.B.2 Confidential Information of the Supplier

Not Applicable

C.B.3 Interest on Late Payments

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

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

If the total initial value of the Contract (excluding any options, extensions, renewals or other mechanisms that may be executed over the life of the contract) is less than A\$1 million (GST inclusive) and the Customer fails to make a payment to the Supplier by the business day it is due, the Customer will pay the unpaid amount plus interest on the unpaid amount, provided the amount of interest payable under this clause exceeds A\$100.

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

C.B.4 Notifiable Data Breaches

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

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

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

Commonwealth Contract Terms

C.C.1 Background:

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

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

C.C.2 Relationship of the Parties:

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

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

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

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

C.C.3 Conflict of Interest:

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

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

C.C.4 Precedence of Documents:

The Contract is comprised of:

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

unless otherwise agreed in writing between the parties.

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

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

C.C.5 Governing Law:

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

C.C.6 Entire Agreement:

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

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

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

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

C.C.7 Survival:

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

C.C.8 Notices:

A Notice is deemed to be effected:

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

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

C.C.9 Assignment:

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

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

C.C.10 Subcontracting:

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

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

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

Commonwealth Contract Terms

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

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

C.C.11 Delivery and Acceptance:

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

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

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

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

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

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

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

C.C.12 Licences Approvals and Warranties:

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

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

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

C.C.13 Specified Personnel:

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

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

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

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

C.C.14 Liability of the Supplier:

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

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

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

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

C.C.15 Termination or Reduction for Convenience:

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

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

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

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

Commonwealth Contract Terms

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

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

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

C.C.16 Termination for Cause:

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

- (a) the Supplier does not deliver the Goods and/or Services as specified in the Contract, or notifies the Customer that the Supplier will be unable to deliver the Goods and/or Services as specified in the Contract;
- (b) the Customer rejects the Goods and/or Services in accordance with clause C.C.11 [Delivery and Acceptance] and the Goods and/or Services are not remedied as required by the Notice of rejection;
- (c) the Supplier breaches a material term of the Contract and the breach is not capable of remedy;
- (d) the Supplier does not remediate a material breach of the Contract which is capable of remediation within the period specified by the Customer in a Notice of default issued to the Supplier; or
- (e) subject to the Customer complying with any requirements in the *Corporations Act 2001* (Cth), the Supplier:
 - (i) is unable to pay all its debts when they become due;
 - (ii) if incorporated – has a liquidator, receiver, administrator or other controller appointed or an equivalent appointment is made under legislation other than the *Corporations Act 2001* (Cth); or
 - (iii) if an individual – becomes bankrupt or enters into an arrangement under *Part IX* or *Part X* of the *Bankruptcy Act 1966* (Cth).

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

C.C.17 Supplier Payments:

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

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

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

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

C.C.18 Dispute Resolution:

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

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

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

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

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

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

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

C.C.19 Transition In:

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

C.C.20 Transition Out:

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

C.C.21 Compliance with Laws:

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

Commonwealth Contract Terms

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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



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Commonwealth Contracting Suite (CCS) Glossary

In the Commonwealth Contracting Suite:

A reference to:

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

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

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

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

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

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

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

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

“Correctly Rendered Invoice” means an invoice that:

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

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

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

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

“Goods and/or Services” means:

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

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

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

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

Commonwealth Contracting Suite (CCS) Glossary

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

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

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

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

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

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

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

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

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

Contract Signing Page

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

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

EXECUTED as an Agreement

Signed for and on behalf of the Commonwealth of Australia as represented by Department of Agriculture, Water and the Environment

ABN 34 190 894 983 by its duly authorised delegate in the presence of

Signature of witness

Signature of delegate

Name of witness (print)

Name of delegate (print)

Position of delegate (print)

Date:

Executed by Directors Australia Pty Ltd ABN 69 534 972 076 in the presence of:

Signature of witness

Signature of supplier

Name of witness (print)

Name of supplier (print)

Date:

Archived: Tuesday, 16 August 2022 3:10:4 PM
From: [Kerryn Newton](#)
Sent: Fri, 21 Jan 2022 04:26:20
To: [appointments](#)
Cc: [Sue Patterson](#)
Subject: E: request for Quote List of candidates for APVMA Board [SEC=OFFICIAL]
Sensitivity: Normal

Shall do [s. 22\(1\)\(a\)\(ii\)](#)

on your weekend

Kerryn

Kerryn Newton
Chief Executive Officer



Directors Australia
Board Performance Specialists
Advisory · Governance · Recruitment

s. 47F(1)

[\itap2www.directorsaustralia.com](#)
\itap2PO Box 3018, South Brisbane Qld 4101

From: appointments

[\itap2](#)  Access our [disclaimer and important security and privacy](#) information

Sent: Friday, 21 January 2022 2:0 PM
To: [kerryn.newton@directorsaustralia.com](#)
Cc: [sue.patterson@directorsaustralia.com](#) ; [appointments@agriculture.gov.au](#)
Subject: E: request for Quote List of candidates for APVMA Board [SEC=OFFICIAL]

Thanks very much Kerryn.

When you can, please send me an invoice for the first payment due and I will have it processed asap.

Cheers

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

Portfolio Coordination and Appointments | Governance and Parliamentary Business Branch | Corporate and Business Services Division

Phone [s. 22\(1\)\(a\)\(ii\)](#) | Fax [s. 22\(1\)\(a\)\(ii\)](#)

Department of Agriculture, Water and the Environment

John Gorton Building, Parkes Place East, Parkes ACT 2600 Australia

GPO Box 858 Canberra ACT 2601 Australia

[awe.gov.au](#)

From: [Kerryn Newton](#) [kerryn.newton@directorsaustralia.com](#)
Sent: Friday, 21 January 2022 12:56 PM

To: appointments appointments@agriculture.gov.au
Cc: Sue Patterson sue.patterson@directorsaustralia.com
Subject: E: request for Quote List of candidates for APVMA Board [SEC=OFFICIAL]

LEX-27973

Page 108 of 184

Many thanks ^{s. 22(1)(a)(ii)}

Signed version attached.

Kind regards

Kerryn

Kerryn Newton
Chief Executive Officer



s. 47F(1)

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PO Box 3018, South Brisbane Qld 4101

From: appointments

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appointments@agriculture.gov.au

Sent: Friday, 21 January 2022 11:26 AM

To: erryn Newton kerryn.newton@directorsaustralia.com
Cc: Sue Patterson sue.patterson@directorsaustralia.com ; appointments appointments@agriculture.gov.au
Subject: E: request for Quote List of candidates for APVMA Board [SEC=OFFICIAL]

Hi erryn

Copy of contract signed by the department. Grateful if you can sign at your end and provide a PDF version of the final version.
Many thanks.

Cheers

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

Portfolio Coordination and Appointments | Governance and Parliamentary Business Branch | Corporate and Business Services Division

Phone **s. 22(1)(a)(ii)** | Fax **s. 22(1)(a)(ii)**

Department of Agriculture, Water and the Environment

John Gorton Building, Parkes Place East, Parkes ACT 2600 Australia

GPO Box 858 Canberra ACT 2601 Australia

awe.gov.au

From: erryn Newton kerryn.newton@directorsaustralia.com

Sent: Thursday, 20 January 2022 6:46 PM

To: appointments appointments@agriculture.gov.au

Cc: Sue Patterson sue.patterson@directorsaustralia.com

Subject: E: request for Quote List of candidates for APVMA Board [SEC=OFFICIAL]

Afternoon ^{s. 22(1)(a)(ii)}

We have a couple of minor changes to the contract admin only. Please see tracked changes.

Page 109 of 184

Kind regards

Kerryn

Kerryn Newton
Chief Executive Officer

s. 47F(1)



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From: appointments

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Sent: Thursday, 20 January 2022 3:15 PM

To: Kerryn Newton kerryn.newton@directorsaustralia.com

Cc: Vanessa Jolly vanessa.olly@directorsaustralia.com ; Sue Patterson sue.patterson@directorsaustralia.com ;
appointments appointments.agriculture.gov.au

Subject: E: request for Quote List of candidates for APVMA Board [SEC=OFFICIAL]

Hi Kerryn

Attached is a draft contract for the provision of services by Directors Australia as per your quote and our subsequent meeting and discussions. The document contains standard terms and conditions for a Commonwealth contract for the provision of goods and services and hopefully will be acceptable to Directors Australia.

In particular, please check the milestones, pricing and payment schedule, and confirm the ABN for Directors Australia. Happy to discuss if you have any concerns or questions.

Grateful if you can track any suggested changes and get back to me as soon as possible so that we can finalise. Many thanks.

Cheers

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

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Phone s. 22(1)(a)(ii) | Fax s. 22(1)(a)(ii)

Department of Agriculture, Water and the Environment

John Gorton Building, Parkes Place East, Parkes ACT 2600 Australia

GPO Box 858 Canberra ACT 2601 Australia

awe.gov.au

From: Kerryn Newton kerryn.newton@directorsaustralia.com

Sent: Thursday, 13 January 2022 4:27 PM

To: appointments appointments.agriculture.gov.au

Cc: Vanessa Jolly vanessa.olly@directorsaustralia.com ; Sue Patterson sue.patterson@directorsaustralia.com

Subject: E: request for Quote List of candidates for APVMA Board [SEC=OFFICIAL]

Importance: High

Thank you for the opportunity to respond to this Q. Please find attached our response. It would be much appreciated if you could acknowledge receipt.

Feel free to contact myself or Vanessa with any queries.

We look forward to hearing from you.

Kind regards

Kerryn

Kerryn Newton
Chief Executive Officer



s. 47F(1)

www.directorsaustralia.com

PO Box 3018, South Brisbane Qld 4101

From: appointments

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Sent: Tuesday, 11 January 2022 2:50 PM

To: Kerryn Newton kerryn.newton@directorsaustralia.com

Cc: appointments appointments.agriculture.gov.au

Subject: Request for Quote List of candidates for APVMA Board [SEC=OFFICIAL]

Hi Kerryn

Good to talk to you this morning. As discussed, attached is a Request for Quote and an Australian Pesticides and Veterinary Medicines Authority APVMA Board Member profile document.

Grateful if you can consider the work required and provide a quote for your services by COB Thursday, 13 January 2022 apologies about the short turnaround.

Happy to discuss if you have any questions.

Regards

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

Portfolio Coordination and Appointments | Governance and Parliamentary Business Branch | Corporate and Business Services Division

Phone s. 22(1)(a)(ii) | Fax s. 22(1)(a)(ii)

Department of Agriculture, Water and the Environment

John Gorton Building, Parkes Place East, Parkes ACT 2600 Australia

GPO Box 858 Canberra ACT 2601 Australia

awe.gov.au

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Australian Government

Commonwealth Contract – Goods and Services

Reference ID: C08729

Customer

Customer Name: Department of Agriculture, Water and the Environment
Customer ABN: 34 190 894 983
Address: GPO Box 858
Canberra ACT 2601

Supplier

Full Name of the Legal Entity: Directors Australia Pty Ltd
Supplier ABN: 69 534 972 076
Address: PO Box 3018
SOUTH BRISBANE QLD 4101

Statement of Work

C.A.1 Key Events and Dates

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

Event	Details
Contract Start Date:	Thursday, 20 January 2022
Contract Term:	This Contract will terminate on Saturday, 30 April 2022.
Contract Extension Option:	The Contract Term will not be extended.

C.A.2 The Requirement

- Provide list of suitable candidates for the Chair and 3 other member positions, including a short summary of all applicants, contact details and a copy of their current CV
- Contact potential candidates to assess their interest and availability to be considered by the minister for the role(s), including obtaining a completed private interests declaration form from each candidate
- Respond to and manage enquiries from potential candidates
- Liaise with the departmental contact officer to manage the process
- Reference or character checks of suitable candidates
- Provide list of suitable candidates by Tuesday, 8 February 2022
- Possible follow-up action to provide a list of additional candidates if minister is not satisfied with enough of the original candidates to fill all board
- Notify all candidates of the outcome
- Services to be provided in line with milestones in the provided timeline.

C.A.2(a) Standards

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

Web Content Accessibility

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

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

Performance Measures

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

S. 47G(1)(a)

C.A.2(b) Security Requirements

None Specified.

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

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

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

C.A.2(d) Delivery and Acceptance

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

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

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

Item/Description	Delivered To	Delivery Address	Contact Phone	Delivery Date

Milestone Description	Contact for Delivery	Delivery Location/Email	Due Date
List of suitable candidates for the Chair and 3 other member positions, including a short summary of all applicants, contact details, credential and reference checks, copy of their current CV and completed PID, provided to the department	s. 22(1)(a)(ii)	appointments@agriculture.gov.au s. 22(1)(a)(ii)@agriculture.gov.au	8/02/2022
Possible follow-up action to provide a list of additional candidates	s. 22(1)(a)(ii)	appointments@agriculture.gov.au s. 22(1)(a)(ii)@agriculture.gov.au	9/02/2022 to 29/04/2022 as required
Confirmation that all unsuccessful short-listed candidates have been notified of the outcome	s. 22(1)(a)(ii)	appointments@agriculture.gov.au s. 22(1)(a)(ii)@agriculture.gov.au	29/04/2022 or earlier if successful candidates appointed

C.A.2(e) Meetings

The Supplier is required to attend meetings as follows:

Meeting Type	Position Required	Frequency	Teleconference/ Onsite	Location
General meeting	Supplier and departmental representatives	On request	Teleconference	n/a

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

The Customer will not make any facilities or assistance available to the Supplier.

C.A.2(g) Customer Material

Timeline for milestones

Candidate Pack

Request for quote

C.A.2(h) Conflicts of Interest

The Supplier has declared that it has no actual, perceived or potential conflicts of interest relevant to the performance of its obligations under this Contract.

C.A.2(i) Public Interest Disclosure

Public officials (including service providers under a Commonwealth contract) who suspect wrongdoing within the Commonwealth public sector can raise their concerns under the *Public Interest Disclosure Act 2013* (PID Act). Prior to making a disclosure, refer to information available at: <http://www.ombudsman.gov.au/about/making-a-disclosure/information-for-disclosers>.

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

Name/Position:	s. 22(1)(a)(ii) / Senior Policy Officer
Email Address:	s. 22(1)(a)(ii)@agriculture.gov.au
Telephone:	s. 22(1)(a)(ii)

C.A.2(j) Complaints Handling

Any complaints relating to this procurement should be referred to:

Name/Position:	s. 22(1)(a)(ii) / Senior Policy Officer
Email Address:	s. 22(1)(a)(ii)@agriculture.gov.au
Telephone:	s. 22(1)(a)(ii)

C.A.3 Contract Price

The maximum Contract Price inclusive of GST and all taxes and charges will not exceed **\$60,115.00 plus variable price costs** as set out below.

Fixed Price (including all expenses)

Due Date	Milestone Description	Total Price GST Exclusive	GST Component	Total Price GST Inclusive
20/01/2022	Execution of Contract (50% fee for board member recruitment)	\$24,125.00	\$2,412.50	\$26,537.50
9/02/2022	Provision of list of suitable candidates (credential checks for 8 candidates charged at \$880 (GST inclusive) per candidate check)	\$6,400.00	\$640.00	\$7,040.00
30/04/2022 or earlier if appointments finalised	Appointments finalised (50% fee for board member recruitment)	\$24,125.00	\$2,412.50	\$26,537.50

Total Fixed Price for Services \$60,115.00 GST Inclusive

Variable Price (including all expenses)

Due Date	Milestone Description	Total Price GST Exclusive	GST Component	Total Price GST Inclusive
30/04/2022 or earlier if appointments finalised	Appointments finalised (Possible follow-up action to provide a list of additional candidates charged at rates between \$275 and \$357.50 per hour (GST inclusive) and \$880 (GST inclusive) for each credential check as per submitted quote and on the provision of an appropriately detailed invoice and supporting timesheet.	Amount dependant on work undertaken	Amount dependant on work undertaken	Amount dependant on work undertaken

C.A.3(a) Payment Schedule

The Total Fixed Fees and Variable Fees and Charges and will be made as per the milestone/payment schedule above.

C.A.4 Contract Managers and Addresses for Notices

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

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

The person occupying the position of: Director, Portfolio Coordination and Appointments

Currently: s. 22(1)(a)(ii)p

Telephone:

Mobile:

Email Address: @awe.gov.au

Postal Address: GPO Box 858
CANBERRA ACT 2601

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

Addressee Name/Position Title: s. 22(1)(a)(ii) Senior Policy Officer

Telephone:

Email Address: agriculture.gov.au

Postal Address: GPO Box 858
CANBERRA ACT 2601

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

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

Name: Kerryn Newton

Position Title: Chief Executive Officer, Directors Australia

Telephone: s. 47F(1)

Mobile:

Email Address: kerryn.newton@directorsaustralia.com

Postal Address: PO Box 3018
SOUTH BRISBANE QLD 4101

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

Name: Kerryn Newton

Position Title: Chief Executive Officer, Directors Australia

Email Address: kerryn.newton@directorsaustralia.com

Postal Address: PO Box 3018
SOUTH BRISBANE QLD 4101

C.A.5 Specified Personnel

Not Applicable

C.A.6 Subcontractors

None Specified

Additional Contract Terms

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

C.B.1 Intellectual Property

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

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

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

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

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

Pre-Existing Intellectual Property of the Supplier

Not Applicable

C.B.2 Confidential Information of the Supplier

Not Applicable

C.B.3 Interest on Late Payments

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

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

If the total initial value of the Contract (excluding any options, extensions, renewals or other mechanisms that may be executed over the life of the contract) is less than A\$1 million (GST inclusive) and the Customer fails to make a payment to the Supplier by the business day it is due, the Customer will pay the unpaid amount plus interest on the unpaid amount, provided the amount of interest payable under this clause exceeds A\$100.

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

C.B.4 Notifiable Data Breaches

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

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

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

Commonwealth Contract Terms

C.C.1 Background:

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

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

C.C.2 Relationship of the Parties:

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

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

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

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

C.C.3 Conflict of Interest:

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

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

C.C.4 Precedence of Documents:

The Contract is comprised of:

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

unless otherwise agreed in writing between the parties.

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

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

C.C.5 Governing Law:

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

C.C.6 Entire Agreement:

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

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

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

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

C.C.7 Survival:

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

C.C.8 Notices:

A Notice is deemed to be effected:

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

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

C.C.9 Assignment:

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

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

C.C.10 Subcontracting:

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

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

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

Commonwealth Contract Terms

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

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

C.C.11 Delivery and Acceptance:

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

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

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

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

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

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

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

C.C.12 Licences Approvals and Warranties:

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

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

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

C.C.13 Specified Personnel:

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

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

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

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

C.C.14 Liability of the Supplier:

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

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

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

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

C.C.15 Termination or Reduction for Convenience:

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

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

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

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

Commonwealth Contract Terms

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

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

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

C.C.16 Termination for Cause:

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

- (a) the Supplier does not deliver the Goods and/or Services as specified in the Contract, or notifies the Customer that the Supplier will be unable to deliver the Goods and/or Services as specified in the Contract;
- (b) the Customer rejects the Goods and/or Services in accordance with clause C.C.11 [Delivery and Acceptance] and the Goods and/or Services are not remedied as required by the Notice of rejection;
- (c) the Supplier breaches a material term of the Contract and the breach is not capable of remedy;
- (d) the Supplier does not remediate a material breach of the Contract which is capable of remediation within the period specified by the Customer in a Notice of default issued to the Supplier; or
- (e) subject to the Customer complying with any requirements in the *Corporations Act 2001* (Cth), the Supplier:
 - (i) is unable to pay all its debts when they become due;
 - (ii) if incorporated – has a liquidator, receiver, administrator or other controller appointed or an equivalent appointment is made under legislation other than the *Corporations Act 2001* (Cth); or
 - (iii) if an individual – becomes bankrupt or enters into an arrangement under Part IX or Part X of the *Bankruptcy Act 1966* (Cth).

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

C.C.17 Supplier Payments:

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

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

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

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

C.C.18 Dispute Resolution:

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

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

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

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

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

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

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

C.C.19 Transition In:

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

C.C.20 Transition Out:

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

C.C.21 Compliance with Laws:

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

Commonwealth Contract Terms

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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



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Commonwealth Contracting Suite (CCS) Glossary

In the Commonwealth Contracting Suite:

A reference to:

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

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

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

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

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

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

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

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

“Correctly Rendered Invoice” means an invoice that:

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

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

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

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

“Goods and/or Services” means:

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

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

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

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

Commonwealth Contracting Suite (CCS) Glossary

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

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

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

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

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

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

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

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

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

Contract Signing Page

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

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

EXECUTED as an Agreement

Signed for and on behalf of the **Commonwealth of Australia** as represented by Department of Agriculture, Water and the Environment

ABN 34 190 894 983 by its duly authorised delegate in the presence of

Signature of witness

Signature of delegate

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

Name of witness (*print*)

Name of delegate (*print*)

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

Position of delegate (*print*)

A/AS Governance & Parliamentary

Date:

21.1.22

Executed by Directors Australia Pty Ltd ABN 69 534 972 076 in the presence of:

Signature of witness **s. 47F(1)**

Signature of supplier **s. 47F(1)**

Name of witness (*print*)

Name of supplier (*print*)

Sue Patterson

Kerryn Newton

Date:

21 January 2022

Archived: Tuesday, 16 August 2022 3:18:45 PM

From: [appointments](#)

Sent: Mon, 24 Jan 2022 07:06:40 +0000Authentication

To: [Sue Patterson](#)

Cc: [appointments](#) [kerryn Newton](#)

Subject: E: request for Quote List of candidates for APVMA Board [SEC=OFFICIAL]

Sensitivity: Normal

Thanks so much Sue.

Cheers

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

Portfolio Coordination and Appointments | Governance and Parliamentary Business Branch | Corporate and Business Services Division

Phone **s. 22(1)(a)(ii)** | Fax **+s. 22(1)(a)(ii)**

Department of Agriculture, Water and the Environment

John Gorton Building, Parkes Place East, Parkes ACT 2600 Australia

GPO Box 858 Canberra ACT 2601 Australia

[awe.gov.au](#)

From: Sue Patterson [sue.patterson@directorsaustralia.com](#)

Sent: Monday, 24 January 2022 4:47 PM

To: [appointments](#) [appointments@agriculture.gov.au](#)

Cc: [kerryn Newton](#) [kerryn.newton@directorsaustralia.com](#)

Subject: E: request for Quote List of candidates for APVMA Board [SEC=OFFICIAL]

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

i

As requested, please find attached the completed vendor form.

If you require any further details, don't hesitate to contact me.

Thanks

Sue

Sue Patterson
Operations Manager



s. 47F(1) [tap2www.directorsaustralia.com](#)
[tap2PO Box 3018, South Brisbane Qld 4101](#)

Please note my working days are Monday to Thursday.

[tap2](#) Access our [disclaimer and important security and privacy](#) information
[appointments@agriculture.gov.au](#)

From: [appointments](#)

Sent: Monday, 24 January 2022 2:41 PM

Page 129 of 184

To: erryn Newton kerryn.newton@directorsaustralia.com

Cc: Sue Patterson sue.patterson@directorsaustralia.com ; appointments
appointments@agriculture.gov.au

Subject: E: request for Quote List of candidates for APVMA Board [SEC=OFFICIAL]

Hi erryn

We need to create a Vendor record in our finance system for Directors Australia so that we can make payments for any invoices you provide.

Grateful if you could complete the attached Vendor creation form by inserting the banking details for Directors Australia and sign and date in the appropriate section, and return to me asap. Many thanks.

Cheers

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

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Phone s. 22(1)(a)(ii) | Fax s. 22(1)(a)(ii)

Department of Agriculture, Water and the Environment

John Gorton Building, Parkes Place East, Parkes ACT 2600 Australia

GPO Box 858 Canberra ACT 2601 Australia

awe.gov.au

From: erryn Newton kerryn.newton@directorsaustralia.com

Sent: Friday, 21 January 2022 3:26 PM

To: appointments appointments@agriculture.gov.au

Cc: Sue Patterson sue.patterson@directorsaustralia.com

Subject: E: request for Quote List of candidates for APVMA Board [SEC=OFFICIAL]

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

n oy your weekend

Kerryn

Kerryn Newton
Chief Executive Officer

s. 47F(1)



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appointments@agriculture.gov.au

Sent: Friday, 21 January 2022 2:0 PM

To: erryn Newton kerryn.newton@directorsaustralia.com

Cc: Sue Patterson sue.patterson@directorsaustralia.com ; appointments appointments@agriculture.gov.au

From: appointments

Subject: E: request for Quote List of candidates for APVMA Board [SEC=OFFICIAL]

EX-27973

Page 130 of 184

Thanks very much erryn.

When you can, please sent me an invoice for the first payment due and I will have it processed asap.

Cheers

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

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GPO Box 858 Canberra ACT 2601 Australia

awe.gov.au

From: erryn Newton kerryn.newton@directorsaustralia.com

Sent: Friday, 21 January 2022 12:56 PM

To: appointments appointments@agriculture.gov.au

Cc: Sue Patterson sue.patterson@directorsaustralia.com

Subject: E: request for Quote List of candidates for APVMA Board [SEC=OFFICIAL]

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

Signed version attached.

Kind regards

Kerryn

Kerryn Newton
Chief Executive Officer

s. 47F(1)

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From: appointments



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appointments@agriculture.gov.au

Sent: Friday, 21 January 2022 11:26 AM

To: erryn Newton kerryn.newton@directorsaustralia.com

Cc: Sue Patterson sue.patterson@directorsaustralia.com ; appointments appointments@agriculture.gov.au

Subject: E: request for Quote List of candidates for APVMA Board [SEC=OFFICIAL]

Hi erryn

Copy of contract signed by the department. Grateful if you can sign at your end and provide a PDF version of the final version.
Many thanks.

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

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Phone **s. 22(1)(a)(ii)** | Fax **s. 22(1)(a)(ii)**

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GPO Box 858 Canberra ACT 2601 Australia

awe.gov.au

From: erryn Newton kerryn.newton@directorsaustralia.com

Sent: Thursday, 20 January 2022 6:46 PM

To: appointments appointments@agriculture.gov.au

Cc: Sue Patterson sue.patterson@directorsaustralia.com

Subject: E: request for Quote List of candidates for APVMA Board [SEC=OFFICIAL]

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

We have a couple of minor changes to the contract admin only . Please see tracked changes.

Kind regards

Kerryn

Kerryn Newton
Chief Executive Officer

s. 47F(1) www.directorsaustralia.com
appointments@agriculture.gov.au PO Box 3018, South Brisbane Qld 4101



From: appointments

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appointments@agriculture.gov.au

Sent: Thursday, 20 January 2022 3:15 PM

To: erryn Newton kerryn.newton@directorsaustralia.com

Cc: Vanessa Jolly vanessa.olly@directorsaustralia.com ; Sue Patterson sue.patterson@directorsaustralia.com ;

appointments appointments@agriculture.gov.au

Subject: E: request for Quote List of candidates for APVMA Board [SEC=OFFICIAL]

Hi erryn

Attached is a draft contract for the provision of services by Directors Australia as per your quote and our subsequent meeting and discussions. The document contains standard terms and conditions for a Commonwealth contract for the provision of goods and services and hopefully will be acceptable to Directors Australia.

In particular, please check the milestones, pricing and payment schedule, and confirm the ABN for Directors Australia. Happy to discuss if you have any concerns or questions.

Grateful if you can track any suggested changes and get back to me as soon as possible so that we can finalise. Many thanks.

LEX-27973

Page 132 of 184

Cheers

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

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GPO Box 858 Canberra ACT 2601 Australia

awe.gov.au

From: erryn Newton kerryn.newton@directorsaustralia.com

Sent: Thursday, 13 January 2022 4:27 PM

To: appointments appointments@agriculture.gov.au

Cc: Vanessa Jolly vanessa.olly@directorsaustralia.com ; Sue Patterson sue.patterson@directorsaustralia.com

Subject: E: equest for Quote List of candidates for APVMA Board [SEC=OFFICIAL]

m ortance: High

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

Thank you for the opportunity to respond to this Q. Please find attached our response. It would be much appreciated if you could acknowledge receipt.

Feel free to contact myself or Vanessa with any queries.

We look forward to hearing from you.

Kind regards

Kerryn

Kerryn Newton
Chief Executive Officer

s. 47F(1)



litap2@directorsaustralia.com

litap2PO Box 3018, South Brisbane Qld 4101

From: appointments

litap2@directorsaustralia.com Access our [disclaimer and important security and privacy](#) information

appointments@agriculture.gov.au

Sent: Tuesday, 11 January 2022 2:50 PM

To: erryn Newton kerryn.newton@directorsaustralia.com

Cc: appointments appointments@agriculture.gov.au

Subject: equest for Quote List of candidates for APVMA Board [SEC=OFFICIAL]

Hi erryn

Good to talk to you this morning. As discussed, attached is a equest for Quote and an Australian Pesticides and Veterinary

Grateful if you can consider the work required and provide a quote for your services by COB Thursday, 13 January 2022 apologies about the short turnaround .

Happy to discuss if you have any questions.

egards

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

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Australian Government
Department of Agriculture,
Water and the Environment

VENDOR CREATION OR AMENDMENT FORM

TO BE COMPLETED AND SIGNED BY SUPPLIER

VENDOR DETAILS (Business / Individual)

Australian Business Number (A.B.N) : 6 9 5 3 4 9 7 2 0 7 6

Business / Entity Name: Directors Australia Pty Ltd

Postal Address: PO Box 3018 SOUTH BRISBANE QLD 4101

Email Address: kerryn.newton@directorsaustralia.com

Name: Kerryn Newton

Position: Chief Executive Officer, Directors Australia

Phone Number: s. 47F(1)

Signature: s. 47F(1)

Date: 2 4 / 0 1 / 2 0 2 2

EFT BANK DETAILS

s. 47G(1)(a)

TO BE COMPLETED BY DEPARTMENT OF AGRICULTURE, WATER AND THE ENVIRONMENT

Create New Supplier ☒

Amend Supplier details ☐

Party Required ☐

TechnologyOne Supplier No:

Submit completed form
FaBS.ServiceCentre@awe.gov.au

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

From: appointments
Sent: Thursday, 27 January 2022 9:08 AM
To: Sue Patterson
Subject: RE: Directors Australia invoice [SEC=UNOFFICIAL]

Thanks Sue

Will process for payment asap.

Cheers

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

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GPO Box 858 Canberra ACT 2601 Australia

awe.gov.au

From: Sue Patterson <sue.patterson@directorsaustralia.com>
Sent: Tuesday, 25 January 2022 6:24 PM
To: appointments <appointments@agriculture.gov.au>; s. 22(1)(a)(ii) @agriculture.gov.au
Subject: Directors Australia invoice [SEC=UNOFFICIAL]
Importance: High

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

Please find attached our invoice for commencement of the recruitment process.

If you have any queries, please don't hesitate to contact me.

Kind regards

Sue

Sue Patterson
Operations Manager



Advisory . Governance . Recruitment . [Important security and privacy](#) information

Please note: my working days are Monday to Thursday.

s. 47G(1)(a), s. 22(1)(a)(ii)

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

From: s. 22(1)(a)(ii)
Sent: Tuesday, 1 February 2022 1:43 PM
To: Vanessa Jolly; Kerryyn Newton
Cc: appointments; s. 22(1)(a)(ii)
Subject: RE: APVMA Board candidate search project [SEC=OFFICIAL]

Thanks Vanessa

Thursday at 11.30 suits. I will send through a meeting invite.

Cheers

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

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GPO Box 858 Canberra ACT 2601 Australia

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From: Vanessa Jolly <vanessa.jolly@directorsaustralia.com>
Sent: Tuesday, 1 February 2022 12:04 PM
To: s. 22(1)(a)(ii) <[s.22\(1\)\(a\)\(ii\)@awe.gov.au](mailto:s.22(1)(a)(ii)@awe.gov.au)>; Kerryyn Newton <kerryyn.newton@directorsaustralia.com>
Cc: appointments <appointments@agriculture.gov.au>
Subject: RE: APVMA Board candidate search project [SEC=OFFICIAL]

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

Happy to connect on Thursday. The only time we have is 11.30am AEDT though or 6pm AEDT. Hope that suits?

By way of update we are currently interviewing 14 people over yesterday and today. We have had strong interest from candidates.

We will aim to have the final selection agreed internally by tonight.

From there we will ask those that we deem suitable for the shortlist to provide their referee details this evening and reach out to book those in asap. We aim to conduct referee checks on Thursday and Friday of this week and Monday of next week. This is all dependent on referee diaries but we are working fast to lock them in.

We will also be asking for their drivers licenses this evening to commence (tomorrow) the additional searches through APRA and ASIC, etc. These will all be completed this week.

If there were any other specific updates you need happy to provide them in email too if we cant align with the diaries.

Hope you are well too!

Regards,

Vanessa

Vanessa Jolly
General Manager - Board Recruitment

From: s. 22(1)(a)(ii) <[s.22\(1\)\(a\)\(ii\)@awe.gov.au](mailto:s.22(1)(a)(ii)@awe.gov.au)>
Sent: Tuesday, 1 February 2022 10:31 AM
To: Kerryn Newton <kerryn.newton@directorsaustralia.com>; Vanessa Jolly <vanessa.jolly@directorsaustralia.com>
Cc: appointments <appointments@agriculture.gov.au>
Subject: APVMA Board candidate search project [SEC=OFFICIAL]

Hi Kerryn and Vanessa

Do you have half an hour either tomorrow or Thursday to meet with s. 22(1)(a)(ii) and myself to discuss the progress/provide an update on the APVMA Board candidate search?

Please let me know your availability and I will create a meeting in Teams. Many thanks.

Cheers

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

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Subject: APVMA Board candidate search [SEC=OFFICIAL]
Location: Microsoft Teams Meeting

Start: Thu 3/02/2022 11:00 AM
End: Thu 3/02/2022 11:30 AM

Recurrence: (none)

Meeting Status: Meeting organizer

Organizer: s. 22(1)(a)(ii)
Required Attendees: s. 22(1)(a)(ii) Kerry Newton; Vanessa Jolly; s. 22(1)(a)(ii)
Optional Attendees: s. 22(1)(a)(ii)

Microsoft Teams meeting

s. 47E(d)

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

From: Vanessa Jolly <vanessa.jolly@directorsaustralia.com>
Sent: Tuesday, 8 February 2022 10:27 AM
To: appointments
Subject: RE: Shortlist Report -APVMA [SEC=UNOFFICIAL]

Pleasure.

Regards,

Vanessa

Vanessa Jolly
General Manager - Board Recruitment



directorsaustralia.com
8, South Brisbane Qld 4101

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From: appointments <appointments@agriculture.gov.au>
Sent: Tuesday, 8 February 2022 9:14 AM
To: Vanessa Jolly <vanessa.jolly@directorsaustralia.com>
Subject: RE: Shortlist Report -APVMA [SEC=UNOFFICIAL]

Thanks Vanessa

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

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GPO Box 858 Canberra ACT 2601 Australia

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From: Vanessa Jolly <vanessa.jolly@directorsaustralia.com>
Sent: Tuesday, 8 February 2022 9:17 AM
To: appointments <appointments@agriculture.gov.au>
Cc: [s. 22\(1\)\(a\)\(ii\)](#) <@awe.gov.au>; Kerryn Newton <kerryn.newton@directorsaustralia.com>; Kerryn Newton <kerryn.newton@directorsaustralia.com>
Subject: Shortlist Report -APVMA [SEC=UNOFFICIAL]
Importance: High

Morning [s. 22\(1\)\(a\)\(ii\)](#)

Further to our conversation just now please find attached our shortlist report for APVMA.

We are really pleased to be able to provide this to the Department.

As we agreed we will provide searches, PIDs and Resumes by the end of today and the remaining reference checks prior to Thursday COB.

Its been a pleasure working with you all so far!

Regards,

Vanessa

Vanessa Jolly
General Manager - Board Recruitment



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s. 47G(1)(a)

s. 47G(1)(a)

s. 47G(1)(a)

s. 47G(1)(a)

s. 47G(1)(a), s. 47F(1)

s. 47G(1)(a), s. 47F(1)

s. 47G(1)(a), s. 47F(1)

s. 47G(1)(a), s. 47F(1)

s. 47G(1)(a), s. 47F(1)

s. 47G(1)(a), s. 47F(1)

s. 47G(1)(a), s. 47F(1)

s. 47G(1)(a)



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

From: Vanessa Jolly <vanessa.jolly@directorsaustralia.com>
Sent: Wednesday, 9 February 2022 9:31 AM
To: s. 22(1)(a)(ii)
Subject: RE: Updated Report: Shortlist Report [SEC=UNOFFICIAL]
Attachments: Directors Australia Short List Report (APVMA).pdf

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

Please find attached as requested.

Regards,

Vanessa

Vanessa Jolly
General Manager - Board Recruitment



directorsaustralia.com
8, South Brisbane Qld 4101

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From: s. 22(1)(a)(ii) @awe.gov.au>
Sent: Tuesday, 8 February 2022 5:09 PM
To: Vanessa Jolly <vanessa.jolly@directorsaustralia.com>
Subject: RE: Updated Report: Shortlist Report [SEC=UNOFFICIAL]

Hi Vanessa

Can you also top align the names of the member candidates. No rush, tomorrow will be fine for the revised version.
Thanks

Cheers

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

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GPO Box 858 Canberra ACT 2601 Australia

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From: Vanessa Jolly <vanessa.jolly@directorsaustralia.com>
Sent: Tuesday, 8 February 2022 5:05 PM
To: s. 22(1)(a)(ii) @awe.gov.au>
Subject: Updated Report: Shortlist Report [SEC=UNOFFICIAL]

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

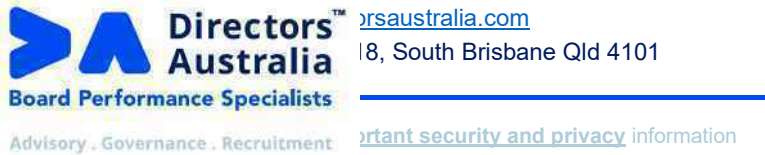
Please find updated as requested.

Please let me know if need anything further at this stage?

Regards,

Vanessa

Vanessa Jolly
General Manager - Board Recruitment



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s. 47G(1)(a)

s. 47G(1)(a)

s. 47G(1)(a), s. 47F(1)

s. 47G(1)(a), s. 47F(1)

s. 47G(1)(a), s. 47F(1)



s. 47G(1)(a), s. 47F(1)

s. 47G(1)(a), s. 47F(1)

s. 47G(1)(a), s. 47F(1)

s. 47G(1)(a), s. 47F(1)

s. 47G(1)(a)

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

From: Vanessa Jolly <vanessa.jolly@directorsaustralia.com>
Sent: Wednesday, 9 February 2022 4:46 PM
To: s. 22(1)(a)(ii)
Subject: Updated Report [SEC=UNOFFICIAL]
Attachments: Directors Australia Short List Report (APVMA).pdf

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

Please find attached as requested.

Regards,

Vanessa

Vanessa Jolly
General Manager - Board Recruitment



directorsaustralia.com
8, South Brisbane Qld 4101

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s. 47G(1)(a)

s. 47G(1)(a)

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s. 47G(1)(a)

s. 47G(1)(a)



s. 47G(1)(a), s. 47F(1)

s. 47G(1)(a), s. 47F(1)

s. 47G(1)(a), s. 47F(1)

s. 47G(1)(a), s. 47F(1)

s. 47G(1)(a), s. 47F(1)

s. 47G(1)(a), s. 47F(1)

s. 47G(1)(a), s. 47F(1)

s. 47G(1)(a)