Names and expertise of independent experts who reviewed the draft final report from the *Import risk review for psittacine birds from all countries* – FOI Request LEX 36630

- **Dr Joanne Daly** BSc (Hons), PhD, PSM, FTSE, GAICD (Chair)

- **Mr Steve McCutcheon** BEc, Grad Dip Public Law, GAICD (Economist)

- **Mr Will Zacharin** CF, BSc (Hons), MSc, Grad Dip Bus Mangt, GAICD (Risk analysis specialist)

From: s 22(1)(a)(ii)
To: Joanne Daly
Cc: Avian Bees
Subject: RE: Request to consider DAFF biosecurity risk review on psittacines [SEC=OFFICIAL]
Date: Tuesday, 6 June 2023 4:26:00 PM

Thanks Joanne, that's great.
I appreciate your quick reply, and we'll be in touch again soon.
Cheers
s 22(1)(a)(ii)

From: Joanne Daly
Sent: Tuesday, June 6, 2023 4:13 PM
To: s 22(1)(a)(ii)
Cc: Avian Bees
Subject: Re: Request to consider DAFF biosecurity risk review on psittacines [SEC=OFFICIAL]
Hi s 22(1)(a)(ii) Yes I am available over the next two months and happy to do the work.
Please feel free to email or phone me on the number below. I am usually free in the afternoon.
Cheers
Joanne

****
Joanne Daly
s 47F(1)

On 6 Jun 2023, at 2:23 pm, s 22(1)(a)(ii) @aff.gov.au> wrote:

Dear Dr Daly
I was provided your email address by my colleague s 22(1)(a)(ii) (involved with the prawn review). I am contacting you in your capacity as an independent expert, and with a knowledge of Australia's import risk analyses as a former SAG member / Chair.
The department is seeking further consideration of the direct and indirect effects on the environment in a provisional final report of the import risk review for psittacine birds.
It is a relatively small undertaking, perhaps about 5 days in total, and ideally we would like it completed by end July 2023.
If you are interested and available (around end June / early July) for this project I will set up a time to go through more of the details and scope with you.
I am also contacting the other former members of the SAG about their availability.
Please don't hesitate to contact me if you have any questions.
Regards
s 22(1)(a)(ii)

s 22(1)(a)(ii)
Director Avian, Biologicals, Companion animals and Dairy
Animal Biosecurity Branch | Biosecurity Animal Division
s 22(1)(a)(ii)@aff.gov.au | Phone s 22(1)(a)(ii) | Mobile s 22(1)(a)(ii)
Department of Agriculture, Fisheries and Forestry
Agriculture House 70 Northbourne Ave Canberra ACT 2601 Australia

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From: s 22(1)(a)(ii)
To: Will Zacharin
Subject: RE: Request to consider DAFF biosecurity risk review on psittacines [SEC=OFFICIAL]
Date: Tuesday, 6 June 2023 4:53:00 PM

Thanks Will
Yep, that makes sense too. Especially to clarify perhaps less technical, but relevant parrot-specific aspects quickly. Will put that in the mix, so we get the balance right.
Cheers
s 22(1)(a)(ii)

From: Will Zacharin
Sent: Tuesday, June 6, 2023 4:45 PM
To: s 22(1)(a)(ii)
Subject: RE: Request to consider DAFF biosecurity risk review on psittacines[SEC=OFFICIAL]
Hi s 22(1)(a)(ii)
I understand what you are saying, but in the recent IRA reviews (prawns, apples) the team has had at least one member with expertise on the subject matter. This is very useful in progressing the review without having to refer a large number of questions to the "experts" and wait for a response. I am happy to be involved having the understanding of the risk analysis methodology. However, this is about live animals I presume, so having a Panel member with some expertise would be very useful.
I am available between 4 and 21 July, being away on holidays from 22 July to 7 August, so prepared to be included if these dates fit.
Regards
Will Zacharin
Sent from Mail for Windows

From: s 22(1)(a)(ii)
Sent: Tuesday, 6 June 2023 3:33 PM
To: Will Zacharin
Cc: Avian Bees
Subject: RE: Request to consider DAFF biosecurity risk review on psittacines[SEC=OFFICIAL]
Hi Will
I appreciate your quick reply.
We thought it important to engage independent experts, and with experience/familiarity in risk analysis methodology. This is so that the focus can be on the aspects of the application of the scientific evidence. We have also consulted with industry and environment to develop a list of subject matter experts (in avian diseases, environmental impacts on bird populations and biodiversity etc) to support the group considering the risk review report if technical advice is needed. I think this was similar to the engagement of the SAG when you looked at the prawn review and consideration of the available science etc. Our thinking was that the former SAG members would provide a known level of independence in the process. So, we were not looking for a knowledge of parrots per se.
Does that make sense? Apologies if this was unclear, I was primarily wanting to know about timing at this stage ie when this work may be possible. I am happy to provide more detail if you would like to further consider being involved. And depending on the availability of the others (we would need at least one former SAG member that is familiar with our risk analyses) more than happy to consider John as you suggested.
Thanks
s 22(1)(a)(ii)

From: Will Zacharin s 47F(1)
Sent: Tuesday, June 6, 2023 3:05 PM
To: s 22(1)(a)(ii) @aff.gov.au>
Cc: Avian Bees s 47E(d)
Subject: RE: Request to consider DAFF biosecurity risk review on psittacines[SEC=OFFICIAL]

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

Thank you for the email.
I am no expert in relation to psittacine birds, so would not be much use for this review. However, I can suggest a colleague of mine who has better credentials for environmental impacts in terms of an import risk assessment and that is s 47F(1) s 47F(1) worked with me at Biosecurity SA and now operates as a private consultant as well.
Here are s 47F(1) contact details if you wish to consider him for this review.
s 47F(1) (E: s 47F(1) M s 47F(1)
Regards
Will Zacharin
Sent from Mail for Windows

From: s 22(1)(a)(ii)
Sent: Tuesday, 6 June 2023 1:53 PM
To: s 47F(1)
Cc: Avian Bees
Subject: Request to consider DAFF biosecurity risk review on psittacines[SEC=OFFICIAL]

Dear Mr Zacharin
I was provided your email address by my colleague s 22(1)(a)(ii) (involved with the prawn review). I am contacting you in your capacity as an independent expert, and with a knowledge of Australia's import risk analyses as a former SAG member.
The department is seeking further consideration of the direct and indirect effects on the environment in a provisional final report of the import risk review for psittacine birds.
It is a relatively small undertaking, perhaps about 5 days in total, and ideally we would like it completed by end July 2023.
If you are interested and available (around end June / early July) for this project I will set up a time to go through more of the details and scope with you.
I am also contacting the other former members of the SAG about their availability.
Please don't hesitate to contact me if you have any questions.
Regards

s 22(1)(a)(ii)
s 22(1)(a)(ii)
Director Avian, Biologicals, Companion animals and Dairy
Animal Biosecurity Branch | Biosecurity Animal Division
s 22(1)(a)(ii) | Phone s 22(1)(a)(ii) | Mobile s 22(1)(a)(ii)
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From: s 22(1)(a)(ii)
To: Stephen Mccutcheon
Cc: Avian Bees
Subject: Re: Request to consider DAFF biosecurity risk review on psittacines [SEC=OFFICIAL]
Date: Tuesday, 6 June 2023 6:52:38 PM

Hi Steve

Thanks for your quick reply. Yes, will be in touch again soon.

Cheers

s 22(1)(a)(ii)

From: Stephen Mccutcheon
Sent: Tuesday, June 6, 2023 5:43:13 PM
To: s 22(1)(a)(ii)
Cc: Avian Bees
Subject: Re: Request to consider DAFF biosecurity risk review on psittacines [SEC=OFFICIAL]

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

Thank you for your email.

I would certainly be interested and available for this project. My only hard commitments in late June/July are a board meeting of Hort Innovation in Sydney on 22 June and a Plant Health Australia Board strategic workshop in Canberra on 26-27 July.

I look forward to hearing from you again in due course.

Kind regards

Steve McCutcheon

On Tue, Jun 6, 2023 at 2:23 PM s 22(1)(a)(ii) @aff.gov.au> wrote:

> Dear Mr McCutcheon
>
> I was provided your email address by my colleague s 22(1)(a)(ii) (involved with the prawn review). I am contacting you in your capacity as an independent expert, and with a knowledge of Australia's import risk analyses as a former SAG member.
>
> The department is seeking further consideration of the direct and indirect effects on the environment in a provisional final report of the import risk review for psittacine birds.
>
> It is a relatively small undertaking, perhaps about 5 days in total, and ideally we would like it completed by end July 2023.
>
> If you are interested and available (around end June / early July) for this project I will set up a time to go through more of the details and scope with you.
>
> I am also contacting the other former members of the SAG about their availability.
>
> Please don't hesitate to contact me if you have any questions.

Regards

s 22(1)(a)(ii)

s 22(1)(a)(ii)

Director Avian, Biologicals, Companion animals and Dairy

Animal Biosecurity Branch | Biosecurity Animal Division

s 22(1)(a)(ii)@aff.gov.au | Phone s 22(1)(a)(ii) | Mobile s 22(1)(a)(ii)

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From: Will Zacharin
To: s 22(1)(a)(ii)
Subject: RE: Initial scoping for psittacine review [SEC=OFFICIAL]
Date: Thursday, 8 June 2023 2:32:12 PM

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

I am available from 0900 to 1200 on Tuesday or 1500 to 1800. Note I am on Adelaide time.

Regards

Will

Sent from Mail for Windows

From: s 22(1)(a)(ii)
Sent: Thursday, 8 June 2023 1:53 PM
To: Will Zacharin
Subject: Initial scoping for psittacine review [SEC=OFFICIAL]

Hi again Will

It would be good to get together with the others, and my team, to discuss the scope of the psittacine work and confirm the next steps etc.

Are you free in the afternoon this Tuesday, 13 June?

Please let me know any preferred times and then I'll send out a Teams invite that suits everyone.

In case you or others can't make it on Tuesday, could you please let me also know your availability for Wednesday and Thursday as well.

Thanks

s 22(1)(a)(ii)
s 22(1)(a)(ii)
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From: Stephen Mccutcheon
To: s 22(1)(a)(ii)
Subject: Re: Initial scoping for psittacine review [SEC=OFFICIAL]
Date: Thursday, 8 June 2023 3:24:20 PM

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

Next Tuesday afternoon is fine. For Wednesday, I'm available after 1pm and Thursday after 3pm.

Cheers

Steve

Sent from my iPhone

> On 8 Jun 2023, at 2:23 pm, s 22(1)(a)(ii) wrote:
>
> Hi again Steve
> It would be good to get together with the others, and my team, to discuss the scope of the psittacine work and confirm the next steps etc.
> Are you free in the afternoon this Tuesday, 13 June?
> Please let me know any preferred times and then I'll send out a Teams invite that suits everyone.
> In case you, or others, can't make it on Tuesday could you please let me also know your availability for Wednesday and Thursday as well.
> Thanks
> s 22(1)(a)(ii)
>
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> s 22(1)(a)(ii)aff.gov.au | Phone s 22(1)(a)(ii) | Mobile s 22(1)(a)(ii)
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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 ------

From: Joanne Daly
To: s 22(1)(a)(ii)
Subject: Re: Initial scoping for psittacine review [SEC=OFFICIAL]
Date: Thursday, 8 June 2023 8:19:55 PM

Hi s 22(1)(a)(ii) I am busy 1:30 to 3:30 pm on Tuesday. Later that day is fine. Earlier in the day is a bit unpredictable but I should be free noon to 1:30 pm.

On Wednesday I am free from 10:30 am onwards. On Thursday I can do after 2:30 pm. Friday from 11:30 am to 3:45 pm.

Cheers

Joanne

> On 8 Jun 2023, at 2:23 pm, s 22(1)(a)(ii) wrote:
>
> Hi again Joanne
> It would be good to get together with the others, and my team, to discuss the scope of the psittacine work and confirm the next steps etc.
> Are you free in the afternoon this Tuesday, 13 June?
> Please let me know any preferred times and then I'll send out a Teams invite that suits everyone.
> In case you or others can't make it on Tuesday could you please let me also know your availability for Wednesday and Thursday as well.
> Thanks
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>
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s 22(1)(a)(ii)

From: Google Calendar <calendar-notification@google.com> on behalf of s 47F(1)
Sent: Friday, 9 June 2023 8:27 AM
To: s 22(1)(a)(ii)
Subject: Accepted: Scoping for psittacine review [SEC=OFFICIAL] @ Tue Jun 13, 2023 3:30pm - 4:30pm (AEST) (s 22(1)(a)(ii)
Attachments: invite.ics

s 47F(1) **has accepted this invitation.**

An initial meeting to discuss the scope and next steps for the independent advice on the psittacine review.

I assume Outlook has taken time zones into account – meeting is 3:30 – 4:30 pm AEST. Probably won't need the full hour.

And some background about the proposed work:

The Department of Agriculture, Fisheries and Forestry (the department) is conducting a non-regulated import risk review for psittacine birds from all countries (the psittacine review).
On 21 July 2020 the department released the draft psittacine review for stakeholder comment (BA 2020-A04). Over 100 submissions were received and considered in preparation of the final report which was completed in July 2021. In November 2021 stakeholders were advised (BA 2021-A07) that the finalisation of the review was delayed following the department requiring further consideration of the potential biosecurity risks relating to the environment. The most appropriate process to do this is to engage the members of the scientific advisory group (SAG) in their capacity as independent experts.
This project is for the former members of the SAG to review whether the department properly considered relevant matters and made appropriate conclusions based on the available scientific information, and to assess whether the department has appropriately and adequately addressed stakeholder submissions relating to the direct and indirect effects on the environment, in the final report of the psittacine review.

_____
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Or call in (audio only)
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Find a local number | Reset PIN
Learn More | Meeting options
_____

When
Tuesday Jun 13, 2023 · 3:30pm – 4:30pm (Eastern Australia Time - Sydney)
Location
Microsoft Teams Meeting; s 47E(d)
View map

Organizer
s 22(1)(a)(ii)
s 22(1)(a)(ii)aff.gov.au

Guests
s 47F(1) - creator
Joanne Daly
s 22(1)(a)(ii)
s 22(1)(a)(ii)
Will Zacharin
View all guest info

Invitation from Google Calendar

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Forwarding this invitation could allow any recipient to send a response to the organizer, be added to the guest list, invite others regardless of their own invitation status, or modify your RSVP. Learn more

From: s 22(1)(a)(ii)
To: Joanne Daly
Cc: s 22(1)(a)(ii) Avian Bees; s 22(1)(a)(ii)
Subject: RE: s 22(1)(a)(ii) [SEC=OFFICIAL] Scoping for psittacine review
Date: Friday, 14 July 2023 3:51:00 PM

Hi Joanne,
No, not yet. We wanted to check yours first. I will send them a draft, but I just need a unique contract number from our budget system for each of them before we can officially sign them.
Regards,
s 22(1)(a)(ii)

From: Joanne Daly
Sent: Friday, July 14, 2023 3:45 PM
To: s 22(1)(a)(ii)
Cc: s 22(1)(a)(ii) ; Avian Bees ; s 22(1)(a)(ii)
Subject: Re: s 22(1)(a)(ii) RE: Scoping for psittacine review [SEC=OFFICIAL]
Hi s 22(1)(a)(ii) I was wondering if you had sent contracts to Steve and Will? Will said he has not received anything. Cheers Joanne

On 14 Jul 2023, at 2:38 pm, Joanne Daly s 47F(1) wrote:

s 22(1)(a)(ii) s 47F(1) for s 47F(1) This number is now dead and he uses the mobile number that is given underneath the landline number.
I will get back to you re a meeting time. I will talk with the others. They may prefer to read the new material so that we can have a consolidated talk. No problems, just some clarifications needed around some details in the draft report.
The 1 September date is fine, although I will be travelling from 27th August so it is likely to be finished by 25 August.
Cheers
Joanne
****
Joanne Daly
s 47F(1)

On 14 Jul 2023, at 1:51 pm, s 22(1)(a)(ii) aff.gov.au> wrote:
Thanks Joanne,
I've attached a draft contract for your review. In particular, could you check if the time frame is adequate (finish report by 1 September 2023)?
s 22(1)also mentioned you wanted to set up another meeting with us (s 22(1)(a)(ii)myself, s 22(1)– is there a day next week that suits?
Regards,
s 22(1)(a)(ii)

From: Joanne Daly s 47F(1)
Sent: Friday, July 14, 2023 8:39 AM
To: s 22(1)(a)(ii) aff.gov.au>
Cc: s 22(1)(a)(ii) aff.gov.au>; Avian Bees <s 47E(d)
s 22(1)(a)(ii) aff.gov.au>
Subject: Re: Scoping for psittacine review [SEC=OFFICIAL]
Hi s 22(1)(a)(ii)
I think that you have my details already registered on the system. However, I have attached I a previous contract. I work though s 47G(1)(a) and I believe that you have the banking details etc. If not get back to me and I will find them. Cheers. Joanne

Supplier

Full Name of the Legal Entity:	s 47G(1)(a)
Supplier ABN:	s 47G(1)(a)
Address:	s 47G(1)(a)

Kingston ACT 2604

****

Joanne Daly
s 47F(1)

On 13 Jul 2023, at 5:26 pm, s 22(1)(a)(ii) aff.gov.au> wrote:

To Joanne, Stephen, and Will,

Apologies for the delay, we have been going through approvals. Could I get the following information from you each in order to set up your SAG contracts:

- Full Name of the Supplier's Legal Entity
- Status of the Supplier's legal entity
  - (This is probably Individual or Sole Trader, but let me know if it is under a company structure or otherwise)
- ABN (or ACN/ ARBN) ?
- Official registered address
- Official address for postal notices (if different)
- Legal name, professional title, and email address (if different to the current one)

I think that's all the information required for now. Feel free to email me separately if there are details you do not want shared.

Regards,

-s 22(1)(a)(ii)

From: s 22(1)(a)(ii) aff.gov.au>
Sent: Friday, July 7, 2023 12:30 PM
To: Joanne Daly s 47F(1)
Cc: Stephen Mccutcheon s 47F(1) Will Zacharin s 47F(1) s 22(1)(a)(ii) aff.gov.au>; s 22(1)(a)(ii) s 22(1)(a)(ii) @aff.gov.au>
Subject: RE: Scoping for psittacine review [SEC=OFFICIAL]

Hi Joanne

Thanks for getting in touch. I'm happy you are keen! and apologise for the administrative delays our end. We have the contracts ready to go – and I understand the procurement processes needed first is in the final stages of approval. So hopefully we will get these to you all next week.

And we can be flexible with timing for the provision of your report because we have been delayed in getting the contracts to you.

We will also then be able to provide the other documents for your perusal. Happy to arrange a meeting to clarify anything soon, or once you've also had a look at the provisional final report etc.

Thanks

s 22(1)(a)(ii)
s 22(1)(a)(ii)
Director Avian, Biologicals, Companion animals and Dairy
Animal Biosecurity Branch | Biosecurity Animal Division
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Department of Agriculture, Fisheries and Forestry
Ngunnawal and Ngambri Country
Agriculture House 70 Northbourne Ave Canberra ACT 2601 Australia
GPO Box 858 Canberra ACT 2601 Australia
agriculture.gov.au

From: Joanne Daly <s 47F(1)
Sent: Friday, July 7, 2023 9:17 AM
To: s 22(1)(a)(ii) aff.gov.au>
Cc: Stephen Mccutcheon s 47F(1) Will Zacharin s 47F(1) s 22(1)(a)(ii) aff.gov.au>; s 22(1)(a)(ii) s 22(1)(a)(ii) @aff.gov.au>
Subject: Re: Scoping for psittacine review [SEC=OFFICIAL]

Hi s 22(1)(a)(ii)
I was wondering if you have been able to progress the contracts for our work on the psittacine review? We are keen now it it July to get going as soon as feasible. The three of us have commitments in the last week of July and one of us also in the first week of August so time is getting tight. If need be, I believe that the three of us have availability in mid August if the review end date needs to extend by a few weeks.
We have all read the original draft document that was released for public comment so are ready to move to the next stage. At that time, it would be good for us to meet (virtually) with you and your team for some Q&A as we have noted some matters that we need to clarify with you on the risk assessments.
Best wishes
Joanne

****
Joanne Daly
s 47F(1)

> On 9 Jun 2023, at 8:23 am, s 22(1)(a)(ii) aff.gov.au> wrote:
> An initial meeting to discuss the scope and next steps for the independent advice on the psittacine review.
> I assume Outlook has taken time zones into account – meeting is 3:30 – 4:30 pm AEST. Probably won't need the full hour.
> And some background about the proposed work:
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> On 21 July 2020 the department released the draft psittacine review for stakeholder comment (BA 2020-A04). Over 100 submissions were received and considered in preparation of the final report which was completed in July 2021. In November 2021 stakeholders were advised (BA 2021-A07) that the finalisation of the review was delayed following the department requiring further consideration of the potential biosecurity risks relating to the environment. The most appropriate process to do this is to engage the members of the scientific advisory group (SAG) in their capacity as independent experts.
> This project is for the former members of the SAG to review whether the department properly considered relevant matters and made appropriate conclusions based on the available scientific information, and to assess whether the department has appropriately and adequately addressed stakeholder submissions relating to the direct and indirect effects on the environment, in the final report of the psittacine review.
>
> ---
>
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From: Joanne Daly
To: s 22(1)(a)(ii)
Cc: Stephen Mccutcheon; Will Zacharin; s 22(1)(a)(ii) Avian Bees; s 22(1)(a)(ii)
Subject: Re: Scoping for psittacine review [SEC=OFFICIAL]
Date: Friday, 14 July 2023 8:05:40 PM

Thanks s 22(1)(a)(ii)

On 14 Jul 2023, at 4:09 pm, s 22(1)(a)(ii) wrote:

To Joanne, Stephen, and Will.
Just since Joanne raised it with us this arvo, FYI I have now got the contract numbers so I will send out formal contracts to you this afternoon so you review them and sign if agree with contract. s 22(1)(a)(ii) s 22(1)(a)(ii) will be the department's delegate to sign after you have.
Please let me know if you have any questions.
Regards,
-s 22(1)(a)(ii)
s 22(1)(a)(ii)

From: s 22(1)(a)(ii)
Sent: Thursday, July 13, 2023 5:21 PM
To: 'Joanne Daly' ; 'Stephen Mccutcheon' ; 'Will Zacharin'
Cc: s 22(1)(a)(ii) ; Avian Bees ; s 22(1)(a)(ii)
Subject: RE: Scoping for psittacine review [SEC=OFFICIAL]
To Joanne, Stephen, and Will,
Apologies for the delay, we have been going through approvals. Could I get the following information from you each in order to set up your SAG contracts:

- Full Name of the Supplier's Legal Entity
- Status of the Supplier's legal entity
  - (This is probably Individual or Sole Trader, but let me know if it is under a company structure or otherwise)
- ABN (or ACN/ ARBN) ?
- Official registered address
- Official address for postal notices (if different)
- Legal name, professional title, and email address (if different to the current one)

I think that's all the information required for now. Feel free to email me separately if there are details you do not want shared.
Regards,
-s 22(1)(a)(ii)

From: s 22(1)(a)(ii) aff.gov.au>
Sent: Friday, July 7, 2023 12:30 PM
To: Joanne Daly s 47F(1)
Cc: Stephen Mccutcheon s 47F(1) Will Zacharin <s 47F(1)
s 22(1)(a)(ii) aff.gov.au>; s 22(1)(a)(ii) aff.gov.au>
Subject: RE: Scoping for psittacine review [SEC=OFFICIAL]
Hi Joanne
Thanks for getting in touch. I'm happy you are keen! and apologise for the administrative delays our end. We have the contracts ready to go – and I understand the procurement processes needed first is in the final stages of approval. So hopefully we will get these to you all next week. And we can be flexible with timing for the provision of your report because we have been delayed in getting the contracts to you.
We will also then be able to provide the other documents for your perusal. Happy to arrange a meeting to clarify anything soon, or once you've also had a look at the provisional final report etc.
Thanks
s 22(1)(a)(ii)

s 22(1)(a)(ii)
Director Avian, Biologicals, Companion animals and Dairy
Animal Biosecurity Branch | Biosecurity Animal Division
s 22(1)(a)(ii)aff.gov.au | Phone s 22(1)(a)(ii) | Mobile s 22(1)(a)(ii)
Department of Agriculture, Fisheries and Forestry
Ngunnawal and Ngambri Country
Agriculture House 70 Northbourne Ave Canberra ACT 2601 Australia
GPO Box 858 Canberra ACT 2601 Australia
agriculture.gov.au

From: Joanne Daly <s 47F(1)
Sent: Friday, July 7, 2023 9:17 AM
To: s 22(1)(a)(ii) aff.gov.au>
Cc: Stephen Mccutcheon s 47F(1) Will Zacharin <s 47F(1)
s 22(1)(a)(ii) aff.gov.au>; s 22(1)(a)(ii) aff.gov.au>
Subject: Re: Scoping for psittacine review [SEC=OFFICIAL]

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

I was wondering if you have been able to progress the contracts for our work on the psittacine review? We are keen now it it July to get going as soon as feasible. The three of us have commitments in the last week of July and one of us also in the first week of August so time is getting tight. If need be, I believe that the three of us have availability in mid August if the review end date needs to extend by a few weeks.

We have all read the original draft document that was released for public comment so are ready to move to the next stage. At that time, it would be good for us to meet (virtually) with you and your team for some Q&A as we have noted some matters that we need to clarify with you on the risk assessments.

Best wishes

Joanne

****

Joanne Daly

s 47F(1)

> On 9 Jun 2023, at 8:23 am, s 22(1)(a)(ii) aff.gov.au> wrote:
>
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> On 21 July 2020 the department released the draft psittacine review for stakeholder comment (BA 2020-A04). Over 100 submissions were received and considered in preparation of the final report which was completed in July 2021. In November 2021 stakeholders were advised (BA 2021-A07) that the finalisation of the review was delayed following the department requiring further consideration of the potential biosecurity risks relating to the environment. The most appropriate process to do this is to engage the members of the scientific advisory group (SAG) in their capacity as independent experts.
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Or call in (audio only)

s 47E(d) Australia, Sydney

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From: Will Zacharin
To: s 22(1)(a)(ii)
Subject: RE: Scoping for psittacine review [SEC=OFFICIAL]
Date: Monday, 17 July 2023 4:06:41 PM

I accept those amendments to the contract.
Regards
Will Zacharin
Sent from Mail for Windows

From: s 22(1)(a)(ii)
Sent: Monday, 17 July 2023 1:42 PM
To: Will Zacharin
Subject: RE: Scoping for psittacine review [SEC=OFFICIAL]
Thanks Will.
I had to make a minor change to the contract as I hadn't listed your correct role (risk analysis specialist) and maximum total amount of the contract – your day rate ($s 47G(1)(a) 5 days) and actual pay isn't changed, I just had the wrong maximum amount calculated from your day rate and miscellaneous admin fees claimable ($s 47G(1)(a) instead of $s 47G(1)(a)). These two details are at the top of page 6.
I've attached the contract with these revisions if you'd like to review, else if you just acknowledge that you agree to these changes.
(Apologies, you might be able to tell that contracts and copy-editing isn't a typical feature of my job).
Regards,
s 22(1)(a)(ii)

From: Will Zacharin
Sent: Monday, July 17, 2023 11:20 AM
To: s 22(1)(a)(ii)
Subject: RE: Scoping for psittacine review [SEC=OFFICIAL]
Thanks s 22(1)(a)(ii)
Attached page signed.
Regards
Will Zacharin
Sent from Mail for Windows

From: s 22(1)(a)(ii)
Sent: Monday, 17 July 2023 8:27 AM
To: Will Zacharin
Subject: RE: Scoping for psittacine review [SEC=OFFICIAL]
Hi Will,
Apologies, fixed version attached.
Regards,
s 22(1)(a)(ii)

From: Will Zacharin s 47F(1)
Sent: Friday, July 14, 2023 4:54 PM
To: s 22(1)(a)(ii) aff.gov.au>
Subject: RE: Scoping for psittacine review [SEC=OFFICIAL]
Hi s 22(1)(a)(ii)
Page 21 is incorrect. Can you revise please.

Thanks
Will
Sent from Mail for Windows

From: s 22(1)(a)(ii)
Sent: Friday, 14 July 2023 4:01 PM
To: Will Zacharin
Cc: Avian Bees; s 22(1)(a)(ii) s 22(1)(a)(ii)
Subject: RE: Scoping for psittacine review [SEC=OFFICIAL]
Hi Will,
Please find attached a formal contract for the psittacine SAG, for your review. If you agree with the contract, please sign and return it to us.
Happy to discuss any issues.
Regards,
s 22(1)(a)(ii)
s 22(1)(a)(ii)

From: Will Zacharin <s 47F(1)
Sent: Friday, July 14, 2023 11:06 AM
To: s 22(1)(a)(ii) aff.gov.au>
Subject: RE: Scoping for psittacine review [SEC=OFFICIAL]
s 47F(1)
Will
Sent from Mail for Windows

From: s 22(1)(a)(ii)
Sent: Friday, 14 July 2023 10:27 AM
To: Will Zacharin
Subject: RE: Scoping for psittacine review [SEC=OFFICIAL]
Thank you Will.
Can I also get a mobile or home # contact for the contract, please?
Regards,
s 22(1)(a)(ii)

From: Will Zacharin s 47F(1)
Sent: Friday, July 14, 2023 10:51 AM
To: s 22(1)(a)(ii) aff.gov.au>
Subject: RE: Scoping for psittacine review [SEC=OFFICIAL]
Hi s 22(1)(a)(ii)
Legal entity: William Fyfe Zacharin
Status: Sole Trader
ABN: s 47F(1),s 47G(1)(a)
Registered address/postal: s 47F(1)
Legal Name, title: Mr William Fyfe Zacharin
GST: not registered
Regards
Will Zacharin
Sent from Mail for Windows

From: s 22(1)(a)(ii)
Sent: Thursday, 13 July 2023 4:56 PM
To: Joanne Daly; Stephen Mccutcheon; Will Zacharin

Cc: s 22(1)(a)(ii) Avian Bees; s 22(1)(a)(ii)
Subject: RE: Scoping for psittacine review [SEC=OFFICIAL]

To Joanne, Stephen, and Will,

Apologies for the delay, we have been going through approvals. Could I get the following information from you each in order to set up your SAG contracts:

- Full Name of the Supplier's Legal Entity
- Status of the Supplier's legal entity
  - (This is probably Individual or Sole Trader, but let me know if it is under a company structure or otherwise)
- ABN (or ACN/ ARBN) ?
- Official registered address
- Official address for postal notices (if different)
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I think that's all the information required for now. Feel free to email me separately if there are details you do not want shared.

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Department of Agriculture, Fisheries and Forestry
Ngunnawal and Ngambri Country
Agriculture House 70 Northbourne Ave Canberra ACT 2601 Australia
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agriculture.gov.au

Signature block

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Best wishes

Joanne

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Joanne Daly

s 47F(1)

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Australian Government

Commonwealth Contract – Consultancy Services

Reference ID: C97041

Customer

Customer Name:	Department of Agriculture, Fisheries and Forestry
Customer ABN:	34 190 894 983
Address:	70 Northbourne Ave Canberra ACT 2601

Supplier

Full Name of the Legal Entity:	William Fyfe Zacharin
Supplier ABN:	s 47F(1),s 47G(1)(a)
Address:	s 47F(1) s 47F(1)

Official

Statement of Work

C.A.1 Key Events and Dates

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

a) it is terminated earlier or

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

Event	Details
Contract Start Date:	Friday, 21 July 2023
Contract Term:	This Contract will terminate on Friday, 1 September 2023.
Contract Extension Option:	This Contract includes the following extension option(s): If agreed by both parties. .

Official

C.A.2 The Requirement

The department is conducting a non-regulated Import risk review for psittacine birds from all countries (the psittacine review). The draft report was released for public consultation in July 2020 (Biosecurity Advice 2020-A04). Many stakeholder comments including those from technical experts raised concerns as to whether the environmental biosecurity risks had been adequately considered. In November 2021 stakeholders were advised (BA 2021-A07) that the finalisation of the review was delayed following the department requiring further consideration of the potential biosecurity risks relating to the environment. The most appropriate process to do this is to engage the members of the scientific advisory group (SAG) in their capacity as independent experts.

The Supplier, in conjunction with other members of the scientific advisory group, consider whether the department has:

- appropriately considered the stakeholder submissions, relevant to effects on the environment, received in response to the draft report
- included and properly considered scientific evidence relating to the environment and the conclusions of the final report are scientifically reasonable and based on the material presented and available.
- appropriately applied its methodologies for completing import risk analysis.

If deemed necessary by the supplier, meetings will be arranged with officials from the department.

Prepare a Report to the Director of Biosecurity on their findings relating to the above and recommend any action considered necessary to overcome any identified deficiencies. A copy of the Report will be provided to the Deputy Secretary, Biosecurity and Compliance Group.

C.A.2(a) Standards

The Supplier must ensure that any goods and services provided under this Contract comply with all applicable Australian standards and any Australian and international standards specified in this Statement of Work. The Supplier must ensure that it obtains copies of all relevant certifications and maintains records evidencing its compliance with those standards. If requested by the Customer, the Supplier must enable the Customer, or an independent assessor, to conduct periodic audits to confirm compliance with those standards.

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.

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 (WHS) 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. For all issues assigned to the Supplier, the Supplier will provide the Customer with a WHS plan for approval and no work will commence until the plan is approved unless agreed in writing by the Customer.

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

C.A.2(d) Delivery and Acceptance

Official

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*].

Milestone Description	Contact for Delivery	Delivery Location/Email	Due Date
Final Report	s 22(1)(a)(ii)	s 47E(d) cc: s 22(1)(a)(ii) aff.gov.au	1/09/2023

C.A.2(e) Meetings

The Supplier is not required to attend meetings.

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

Provision of written (electronic) material and reports including at a minimum:

Minimum documents that will be provided for the Supplier

2021 Psittacine IRA Final Report (204 pages).

Full-text versions of references cited in the draft report will not be provided unless on request.

Stakeholder submissions received in response to the draft report released in September 2020

Responses to stakeholder comments (29 pages)

EBO response to Psittacine IRR June 2022 (37 pages)

ABB comment on EBO response (19 pages)

Table of changes between draft for stakeholder comment and revised final report (July 2021) (1 page)

ABB, ABIB, EBO – revision requests – ABB responses (12 pages)

List of 7 credentialed and qualified experts with specific knowledge of birds/psittacine birds, avian diseases and/or environmental consequences to wildlife should the members of SAG need additional independent opinion

C.A.2(h) Conflicts of Interest

The Supplier has declared that it has no Conflicts of Interest relevant to the performance of its obligations under this Contract.

C.A.2(i) Public Interest Disclosure

For information about how to make a Public Interest Disclosure, please refer to the information provided on the Customer's website: 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:

Official

Name/Position:	Public Interest Disclosure Team
Email Address:	pid@awe.gov.au
Telephone:	1800 99 88 80

C.A.2(j) Complaints Handling

Any complaints relating to this procurement should be referred to:

Name/Position:	Procurement Team
Email Address:	procurementfeedback@agriculture.gov.au
Telephone:	02 6272 3227

Official

C.A.3 Contract Price

The maximum Contract Price inclusive of GST and all taxes and charges will not exceed **$**s 47G(1)(a) as set out below.

Fee Rates

Position Role/Level	Days	Daily Fee (GST Inclusive)	Total Fee (GST Inclusive)
Risk analysis specialist	5	$s 47G(1)(a)	$s 47G(1)(a)

Total Fees $s 47G(1)(a) **GST Inclusive**

Adjustment to Fixed Pricing for Contract Variation/Extension

Negotiation of additional days as required.

Expenses

The Supplier may only claim reimbursement for expenses when the expense is nominated in the table below, and the Customer has granted specific written approval prior to the relevant expense being incurred.

Additionally:

a) all domestic air travel must be economy class,

b) amounts claimed for accommodation and other expenses must not exceed the total amount specified in **Table 2** of **TD 2022/10** or the applicable financial year's Taxation Determination issued by the Australian Taxation Office, and

c) a claim for reimbursement is submitted supported by a copy of the paid Tax Invoice.

Description/Comments	Cost GST Exclusive	GST Component	Total Cost GST Inclusive
Additional administrative expenses	$s 47G(1)(a)	$s 47G(1)(a)	$s 47G(1)(a)

Maximum Estimated Expenses (not included above) $s 47G(1)(a) **GST Inclusive**

C.A.3(a) Payment Schedule

If the Supplier incurs any reimbursable expenses, the Customer will reimburse the Supplier at cost (exclusive of GST) on submission of a claim for reimbursement supported by a copy of the paid Tax Invoice.

Official

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:	Senior Veterinary Officer
Currently:	s 22(1)(a)(ii)
Telephone:	s 22(1)(a)(ii)
Mobile:	
Email Address:	s 22(1)(a)(ii) @aff.gov.au
Postal Address:	70 Northbourne Ave Agriculture House Canberra ACT 2601

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

Addressee Name/Position Title:	s 22(1)(a)(ii)
Telephone:	s 22(1)(a)(ii)
Peppol ID:	
Email Address:	s 22(1)(a)(ii) @aff.gov.au
Postal Address:	70 Northbourne Ave Agriculture House Canberra ACT 2601

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

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

Name:	William Fyfe Zacharin
Position Title:	Risk analysis specialist
Telephone:	-
Mobile:	s 47F(1)
Email Address:	s 47F(1)
Postal Address:	s 47F(1) s 47F(1)

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

Name:	William Fyfe Zacharin
Position Title:	Risk analysis specialist
Email Address:	s 47F(1)
Postal Address:	s 47F(1) s 47F(1)

Official

C.A.5 Specified Personnel

Not Applicable

C.A.6 Subcontractors

None Specified

Official

Additional Contract Terms

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

C.B.1 Intellectual Property

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 Payment Terms

Where the Customer and the Supplier both have the capability to deliver and receive eInvoices through the Peppol framework and have agreed to use eInvoicing, following receipt of a Correctly Rendered Invoice, including acceptance of the Goods and/or Services by the Customer, 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 following receipt of a Correctly Rendered Invoice, including acceptance of the Goods and/or Services by the Customer, 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.

Where 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 as published on the Australian Taxation Office website https://www.ato.gov.au/Rates/General-interest-charge-(GIC)-rates/.

Official

Official

Commonwealth Contract Terms

C.C.1 Background

1.1 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 Requirement.

1.2 Some terms used in these Commonwealth Contract Terms have been given a special meaning. Their meanings are set out in the Commonwealth Contracting Suite (CCS) Glossary and Interpretation or in the Contract.

C.C.2 Relationship of the Parties

2.1 By virtue of this Contract, neither Party is the employee, agent, officer or partner of the other Party nor authorised to bind or represent the other Party.

2.2 Each Party must ensure that its officers, employees, agents or Subcontractors do not represent themselves as being an officer, employee, partner or agent of the other Party.

2.3 In all dealings related to the Contract, the Parties agree to:

a) communicate openly with each other and cooperate in achieving the contractual objectives

b) act honestly and ethically

c) comply with reasonable commercial standards of fair conduct

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 Conflicts of Interest

3.1 The Supplier warrants that, other than as previously declared in writing to the Customer at the commencement of the Contract, no Conflicts of Interest exist, relevant to the performance by the Supplier of its obligations under the Contract.

3.2 At any time during the term of the Contract, the Customer may require the Supplier to execute a Conflicts of Interest declaration in the form specified by the Customer.

3.3 As soon as the Supplier becomes aware that a Conflict of Interest has arisen, or is likely to arise during the term of the Contract, the Supplier will:

a) immediately report it to the Customer

b) provide the Customer with a written report setting out all relevant information within three (3) Business Days, and

c) comply with any reasonable requirements notified by the Customer relating to the Conflict of Interest.

3.4 If the Supplier fails to notify the Customer as set out in this clause or does not comply with the Customer's reasonable requirements to resolve or manage Conflicts of Interest, the Customer may terminate or reduce the scope of the Contract in accordance with C.C.16 [Termination for Cause].

C.C.4 Precedence of Documents

4.1 The Contract is comprised of:

a) Additional Contract Terms (if any)

b) if the Contract is issued under a DoSO, the Contract Details Schedule

c) Statement of Work

d) Commonwealth Contract Terms

e) CCS Glossary and Interpretation, and

f) additional Contract annexes (if any),

unless otherwise agreed in writing between the Parties.

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

4.3 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

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

C.C.6 Entire Agreement

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

6.2 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 or the RFQ as relevant remain correct.

6.3 Any agreement or understanding to vary or extend the Contract will not be legally binding upon either Party unless in writing and agreed by both Parties.

6.4 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

7.1 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], and
C.C.21 [Compliance with Law and Policy],
survive termination or expiry of the Contract.

C.C.8 Notices

8.1 A Notice is deemed to be delivered:

a) if delivered by hand - on delivery to the relevant address

b) if sent by registered post - on delivery to the relevant address, or

c) if transmitted by email or other electronic means when it becomes capable of being retrieved by the addressee at the relevant email or other electronic address.

8.2 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 delivered on the next working day in that place.

C.C.9 Assignment

9.1 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.

9.2 To decline consent, the Customer must provide a Notice to the Supplier, setting out its reasons, within twenty (20) Business Days, or such other time as agreed between the Parties, of receiving the Notice seeking consent. Otherwise, the Customer is taken to have consented.

C.C.10 Subcontracting

10.1 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.

10.2 The Supplier must ensure that Subcontractors specified in the Contract (if any) perform that part of the Services specified in the Contract. The Supplier must not subcontract any part of its obligations under the Contract, or replace approved Subcontractors, without prior written consent of the Customer. The Customer's written consent will not be unreasonably withheld.

10.3 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.

10.4 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.

10.5 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

11.1 The Supplier must provide the Goods and/or Services as specified in the Contract and meet any requirements and standard specified in the Contract.

11.2 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 Contract and advise the Customer when it will be able to do so.

11.3 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 Contract.

11.4 The Customer may reject the Goods and/or Services within ten (10) Business Days after delivery or such longer period specified in the Contract ("Acceptance Period"), if the Goods and/or Services do not comply with the requirements of the Contract.

11.5 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).

11.6 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.

11.7 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

12.1 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.

12.2 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.

12.3 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

13.1 The Supplier must ensure that the Specified Personnel set out in the Contract (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.

13.2 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.

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

C.C.14 Liability of the Supplier

14.1 The Supplier will indemnify the Customer for any damage claim, cost or loss resulting from any negligent or wilful breach of its obligations or representations under the Contract by the Supplier or its officers, employees, agents or Subcontractors.

14.2 The Supplier's obligation to indemnify the Customer will reduce proportionally to the extent that the Customer has contributed to the claim, cost or loss.

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

14.4 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

15.1 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.

15.2 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.

15.3 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.

15.4 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 C.C.11 [Delivery and Acceptance] and the Contract before the effective date of termination or reduction.

15.5 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.

15.6 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

16.1 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 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).

16.2 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

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

17.2 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.

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

17.4 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

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

a) both Contract Managers will try to settle the dispute by direct negotiation

b) if unresolved within five (5) Business Days, 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. The date the dispute Notice is issued will be the date of the Notice ("Notice Date")

c) if the proposed solution is not accepted by the other Contract Manager within five (5) Business Days of the Notice Date, 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 twenty (20) Business Days of the Notice Date, 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 thirty (30) Business Days of the Notice Date or such other period as agreed by the Parties, and

e) if the dispute is not resolved within sixty (60) Business Days of the Notice Date, either the Supplier or the Customer may commence legal proceedings or, by agreement, continue the mediation process for a period agreed by the Parties.

18.2 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.

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

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

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

C.C.19 Transition In

19.1 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

20.1 If the Contract expires or is terminated under 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 Law and Policy

21.1 The Supplier must comply with, and ensure its officers, employees, agents and Subcontractors comply with all laws applicable to the performance of this Contract and warrants that it will not cause the Customer to breach any laws.

21.2 The Supplier must comply with, and ensure its officers, employees, agents and Subcontractors comply with any Commonwealth policies relevant to the Goods and/or Services.

21.3 The Supplier agrees to provide such reports and other information regarding compliance with applicable law and Commonwealth policy as reasonably requested by the Customer or as otherwise required by applicable law or policy.

21.4 If the Supplier becomes aware of any actual or suspected breach of the requirements set out in 21.A to 21.J below, or any other applicable law or Commonwealth policy, it must:

a) immediately report it to the Customer and provide a written report on the matter within three (3) Business Days unless otherwise set out in these Terms, and

b) comply with any reasonable directions by the Customer in relation to any investigation or further reporting of the actual or suspected breach.

21.A Access to Supplier's Premises and Records

A.1 The Supplier must maintain and ensure its Subcontractors maintain proper business and accounting records relating to the supply of the Goods and/or Services and performance of the Contract.

A.2 The Supplier agrees to provide to the Customer, or its nominee, access to the Supplier's or its Subcontractor's premises, personnel, computer systems, 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 in connection with a request made under the *Freedom of Information Act 1982* (Cth) or an audit or review by the Australian National Audit Office.

A.3 Unless the access is required for an urgent purpose, the Customer will provide reasonable prior notice to the Supplier.

A.4 If requested by the Supplier, the Customer will reimburse the Supplier's substantiated reasonable

cost for complying with the Customer's request, unless the access is required for the purpose of a criminal investigation into the Supplier, its officers, employees, agents or Subcontractors.

A.5 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.

21.B *Privacy Act 1988* (Cth) Requirements

B.1 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.

21.C Notifiable Data Breaches

C.1 If the Supplier suspects that there may have been an Eligible Data Breach in relation to any Personal Information held by the Supplier as a result of the Contract, the Supplier must:

a) immediately report it to the Customer and provide a written report within three (3) Business Days, and

b) carry out an assessment in accordance with the requirements of the *Privacy Act 1988* (Cth).

C.2 Where the Supplier is aware that there has been an Eligible Data Breach in relation to the Contract, the Supplier must:

a) take all reasonable action to mitigate the risk of the Eligible Data Breach causing serious harm to any individual to whom the Personal Information relates

b) take all other action necessary to comply with the requirements of the *Privacy Act 1988* (Cth), and

c) take any other action as reasonably directed by the Customer.

21.D Personal Information

D.1 The Supplier agrees to provide the Customer, or its nominee, relevant information (including personal information) relating to the Supplier, its officers, employees, agents or Subcontractors, for the purposes of preventing, detecting, investigating or dealing with a fraud or security incident relating to a Contract.

D.2 When providing personal information of a natural person under this clause, the Supplier warrants it will have obtained the consent of or provided reasonable notification to the person in accordance with the *Privacy Act 1988* (Cth).

D.3 Nothing in these clauses limits or derogates from the Supplier's obligations under the *Privacy Act 1988* (Cth).

21.E Confidential Information

E.1 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.

E.2 This obligation will not be breached where:

a) the relevant information is publicly available (other than through breach of a confidentiality or non-disclosure obligation), or

b) the Supplier is required by law, an order of the court or a stock exchange to disclose the relevant information, but any such request must be reported by Notice to the Customer without delay and the text of the disclosure provided in writing to the Customer as soon as practicable.

E.3 The Customer may at any time require the Supplier to arrange for its officers, 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.

E.4 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.

E.5 The Customer will not be in breach of any confidentiality agreement if the Customer discloses the information for the purposes of managing the Contract or if it is required to disclose the information by law, a Minister or a House or Committee of Parliament, or for accountability or reporting purposes.

21.F Security and Safety

F.1 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.

F.2 If directed by the Customer, the Supplier and its officers, employees, agents and Subcontractors are required to undertake a security briefing prior to being able to work inside a Commonwealth office, area or facility.

F.3 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.

F.4 The Supplier acknowledges that unauthorised disclosure of security-classified information is an offence. Legislation (including 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.

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21.G Criminal Code

G.1 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).

G.2 The Supplier must ensure that its officers, employees, agents and Subcontractors engaged in connection with the Contract are aware of the information contained in this clause.

21.H Fraud

H.1 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.

H.2 If an investigation finds that the Supplier or its officers, employees, agents or Subcontractors have committed Fraud, or the Supplier has failed to take reasonable steps to prevent Fraud, the Supplier must reimburse or compensate the Customer in full.

21.I Taxation

I.1 The Supplier agrees to comply, and to require its subcontractors to comply, with all applicable laws relating to taxation.

21.J Public Interest Disclosure

J.1 The Supplier must familiarise itself with the *Public Interest Disclosure Act 2013* (Cth) and acknowledges that public officials, including service providers and their Subcontractors under a Commonwealth contract, who suspect wrongdoing within the Commonwealth public sector may raise their concerns under the *Public Interest Disclosure Act 2013* (Cth).

J.2 Information for disclosers is available at https://www.ombudsman.gov.au/Our-responsibilities/making-a-disclosure.

21.K *National Anti-Corruption Commission Act 2022* (Cth) Requirements

K.1 The Supplier acknowledges that in providing the Goods and/or Services to the Customer under the Contract, it is a contracted service provider for the purposes of the *National Anti-Corruption Commission Act 2022* (Cth) (NACC Act).

K.2 The Supplier must comply with any reasonable request, policy or direction issued by the Customer and otherwise cooperate with the Customer in relation to any action taken by the Customer required or authorised by the NACC Act.

C.C.22 Notification of Significant Events

22.1 The Supplier must immediately issue the Customer a Notice on becoming aware of a Significant Event.

22.2 The Notice issued under clause 22.1 must provide a summary of the Significant Event, including the date that it occurred and whether any Specified Personnel or other personnel engaged in connection with the Goods and/or Services were involved.

22.3 The Customer may notify the Supplier in writing that an event is to be considered a Significant Event for the purposes of this clause, and where this occurs the Supplier must issue a Notice under clause 22.1 in relation to the event within three (3) Business Days of being notified by the Customer.

22.4 Where reasonably requested by the Customer, the Supplier must provide the Customer with any additional information regarding the Significant Event within three (3) Business Days of the request.

22.5 If requested by the Customer, the Supplier must prepare a draft remediation plan and submit that draft plan to the Customer's Contract Manager for approval within ten (10) Business Days of the request.

22.6 A draft remediation plan prepared by the Supplier under clause 22.5 must include the following information:

a) how the Supplier will address the Significant Event in the context of the Goods and/or Services, including confirmation that the implementation of the remediation plan will not in any way impact on the delivery of the Goods and/or Services or compliance by the Supplier with its other obligations under the Contract, and

b) how the Supplier will ensure events similar to the Significant Event do not occur again, and

c) any other matter reasonably requested by the Customer.

22.7 The Customer will review the draft remediation plan and either approve the draft remediation plan or provide the Supplier with the details of any changes that are required. The Supplier must make any changes to the draft remediation plan reasonably requested by the Customer and resubmit the draft remediation plan to the Customer for approval within three (3) Business Days of the request unless a different timeframe is agreed in writing by the Customer. This clause 22.7 will apply to any resubmitted draft remediation plan.

22.8 Without limiting its other obligations under the Contract, the Supplier must comply with the remediation plan as approved by the Customer. The Supplier agrees to provide reports and other information about the Supplier's progress in implementing the remediation plan as reasonably requested by the Customer.

22.9 A failure by the Supplier to comply with its obligations under this clause C.C.22 will be a material breach of the Contract. The Customer's rights under this clause C.C.22 are in addition to and do not otherwise limit any other rights the Customer may have under the Contract. The performance by the Supplier of its obligations under this clause C.C.22 will be at no additional cost to the Customer.

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Commonwealth Contracting Suite Glossary and Interpretation

Glossary

In the Commonwealth Contracting Suite (CCS):

"**Additional Contract Terms**" means the terms and conditions set out in the section of the Approach to Market, RFQ or the Contract as relevant with the heading 'Additional Contract Terms'.

"**Additional DoSO Terms**" means the terms and conditions set out in the section of the DoSO with the heading 'Additional DoSO Terms'.

"**Approach to Market**" or "**ATM**" means the notice inviting Potential Suppliers to participate in the relevant procurement.

"**Business Days**" means a day that is not a Saturday, a Sunday or a public holiday or bank holiday in the place concerned, as defined by the *Corporations Act 2001* (Cth), and also excludes the period between Christmas Day and New Year's Day.

"**Closing Time**" means the closing time and date as specified in the Approach to Market.

"**Commonwealth Contracting Suite**" **or** "**CCS**" means the suite of proprietary documents developed for Commonwealth procurements.

"**Commonwealth Procurement Rules**" means the legislative instrument issued by the Finance Minister under section 105B of the *Public Governance, Performance and Accountability Act 2013* (PGPA Act), which establishes the framework under which entities govern and undertake their own procurement.

"**Confidential Information**" means any information that any Party does not wish to be shared outside those involved in the Contract or Standing Offer Arrangement. It can include anything that has been acquired, developed or made available to any of the Parties in the course of the relationship between the Parties. It includes, but is not limited to, information:

a) specifically identified as confidential in the Contract or DoSO
b) where disclosure would cause unreasonable detriment to the owner of the information or another party, or
c) where the information was provided under an understanding that it would remain confidential.

"**Conflicts of Interest**" means any real or apparent situation where the personal interests of the Supplier, its officers, employees, agents or Subcontractors could improperly influence the Supplier's performance of the Contract or DoSO as relevant.

"**Contract**" means the documents (specified in the Commonwealth Contract Terms or the Commonwealth Purchase Order Terms as relevant) as executed or amended from time to time by agreement in writing between the Supplier and the Customer.

"**Contract Details Schedule**" means the section in a Contract issued under the DoSO with the heading 'Contract Details Schedule'.

"**Contract Manager**" means the 'Contract Manager' for the Customer or Supplier representative (as relevant) specified in the Contract.

"**Contract Price**" means the maximum 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 includes any purchase order number or other Customer reference advised by the Customer's Contract Manager and the name and specified contact details of the Customer's Contract Manager
b) relates only to the Goods and/or Services that have been accepted by the Customer in accordance with the Contract or a payment or milestone schedule identified in the Contract
c) is correctly calculated and charged in accordance with the Contract
d) is for an amount which, together with 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 the party specified in the Contract as the Customer.

"**Deed of Standing Offer**" or "**DoSO**" means the documents (specified in the Commonwealth DoSO Terms) as executed or amended by agreement in writing between the Lead Customer and the Supplier.

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

Commonwealth Contracting Suite Glossary and Interpretation

"**DoSO Manager**" means the 'DoSO Manager' for the Lead Customer or Supplier representative (as relevant) specified in the DoSO.

"**Electronic invoicing**" or "**eInvoicing**" means the automated exchange of invoices directly between the Customer and Supplier's software or financial systems via the Peppol network, as long as both Parties are Peppol eInvoicing enabled.

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

"**End Date**" means the date specified in the Contract or DoSO (as relevant) on which the agreement ceases.

"**Fraud**" means dishonestly obtaining a benefit from the Commonwealth or causing a loss to the Commonwealth by deception or other means and includes alleged, attempted, suspected or detected fraud.

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

"**Goods and/or Services**" means:

a) the Goods and/or Services and any Material, and
b) all such incidental Goods and/or Services that are reasonably required to achieve the Requirement of the Customer,

as specified in the Contract and, where relevant, offered under a Standing Offer Arrangement.

"**GST**" means a Commonwealth goods and services tax imposed by the GST Act.

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

"**Indigenous Procurement Policy**" means the procurement connected policy as described at the National Indigenous Australians Agency website https://www.niaa.gov.au/resource-centre/indigenous-affairs/indigenous-procurement-policy.

"**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, databases, circuit layouts, patents, inventions, discoveries, know-how, trade secrets and confidential information, but excluding Moral Rights.

"**Lead Customer**" means the party specified in the DoSO as the Lead Customer.

"**Material**" means any material used or 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 or DoSO (as relevant) in writing, from one Contract or DoSO Manager to the other Contract or DoSO Manager (as the case may be), at the postal address, or email address, or facsimile number set out in the Contract or DoSO or as notified by the relevant Party.

"**Peppol**" means the Pan-European Public Procurement On-Line framework as described at the Australian Taxation Office website https://www.ato.gov.au/Business/eInvoicing/Peppol/.

"**Party**" or "**Parties**" means (as relevant) the Customer and Supplier specified in the Contract or the Lead Customer and Supplier specified in the DoSO.

"**Personal Information**" means information relating to a natural person as defined in the *Privacy Act 1988* (Cth).

"**Potential Customer**" means an Australian Government entity that is identified within the DoSO as being able to use the Standing Offer Arrangement.

"**Potential Supplier**" means any entity who is eligible to respond to an ATM.

"**Pricing Schedule**" means a schedule of maximum pricing rates that a Supplier can offer in an RFQ for Goods and/or Services as set out in the DoSO.

"**Public Interest Certificate**" means a certificate issued under section 22 of the *Government Procurement (Judicial Review) Act 2018* (Cth).

"**Referenced Material**" means any materials referenced in the ATM, including but not limited to, reports, plans, drawings or samples.

"**Request for Quote**" or "**RFQ**" means any notice inviting quotations to provide specific Goods and/or Services under the DoSO.

Commonwealth Contracting Suite Glossary and Interpretation

"**Required Capabilities**" means:

a) in the DoSO ATM, the description of the Lead Customer's required Goods and/or Services. These may be categorised into several descriptions of Required Capabilities.
b) in the DoSO, the description of the Goods and/or Services that a Supplier is approved to offer.

"**Requirement**" means the description of the Goods and/or Services in:

a) for the purposes of the Commonwealth ATM Terms, the section of the Approach to Market with the heading 'The Requirement'
b) for the purposes of the Commonwealth Contract Terms, the section of the Contract with the heading 'The Requirement', or
c) for the purposes of the Commonwealth Purchase Order Terms, the Customer's purchase order or similar ordering document setting out the Goods and/or Services.

"**Response**" means information provided by a Potential Supplier or Supplier demonstrating their capacity and capability to:

a) provide the Requirement under the ATM or Request for Quote, or
b) meet a Required Capability under the DoSO ATM.

"**Satisfactory**" in relation to the Shadow Economy Policy only, means the Statement of Tax Record meets the conditions set out in Part 6.b of the Shadow Economy Policy or, if the circumstances in Part 6.c of the Shadow Economy Policy apply, the conditions set out in Part 8 of the Shadow Economy Policy.

"**Shadow Economy Policy**" means the Shadow *economy – increasing the integrity of government procurement: Procurement connected policy guidelines March 2019* available at https://treasury.gov.au/publication/p2019-t369466.

"**Significant Event**" means:

a) any adverse comments or findings made by a court, commission, tribunal or other statutory or professional body regarding the conduct or performance of the Supplier or its officers, employees, agents or Subcontractors that impacts or could be reasonably perceived to impact on their professional capacity, capability, fitness or reputation, or
b) any other significant matters, including the commencement of legal, regulatory or disciplinary action involving the Supplier or its officers, employees, agents or Subcontractors, that may adversely impact on compliance with Commonwealth policy and legislation or the Commonwealth's reputation.

"**Specified Personnel**" means personnel specified in the Contract, or who are accepted by the Customer in accordance with clause C.C.13 [Specified Personnel].

"**Standing Offer Arrangement**" means the DoSO arrangement, any Contract that is executed under the DoSO and any other document that applies to it.

"**Standing Offer Details**" means the section of the DoSO with the heading 'Standing Offer Details'.

"**Statement of Requirement**" means the section of the Approach to Market with the heading 'Statement of Requirement'.

"**Statement of Tax Record**" means a statement of tax record issued by the Australian Taxation Office following an application made in accordance with the process set out at https://www.ato.gov.au/Business/Bus/Statement-of-tax-record/?page=1#Requesting_an_STR.

"**Statement of Work**" means the section or schedule of the Contract (as the case may be) with the heading 'Statement of Work'.

"**Subcontractor**" means an entity contracted by the Supplier to supply some or all of the Goods and/or Services required under the Contract.

"**Supplier**" means a party specified in the Contract or the DoSO as the Supplier.

"**Valid**" in relation to the Shadow Economy Policy only, means the Statement of Tax Record is valid in accordance with Part 7.e of the Shadow Economy Policy.

Commonwealth Contracting Suite Glossary and Interpretation

Interpretation

In the Commonwealth Contracting Suite, unless stated otherwise:

a) if any word or phrase is given a defined meaning, any other part of speech or other grammatical form of that word or phrase has a corresponding meaning

b) words in the singular include the plural and words in the plural include the singular

c) the words 'including', 'such as', 'particularly' and similar expressions are not used as and are not intended to be interpreted as words of limitation

d) a reference to dollars is a reference to Australian dollars

e) a reference to any legislation or legislative provision includes any statutory modification, substitution or re-enactment of that legislation or legislative provision

f) clause headings are for reference only and have no effect in limiting or extending the language of the terms to which they refer, and

g) the following clause references used in Commonwealth Contracting Suite documents refer to that section or part of the relevant CCS document listed in the table below:

Clause Reference	Section / Part	CCS Document
A.A.[x]	Statement of Requirement	CCS Approach to Market (ATM)
A.B.[x]	Commonwealth Approach to Market (ATM) Terms	
A.C.[x]	Additional Contract Terms	
C.A.[x]	Statement of Work	Commonwealth Contract *NOTE: Where relevant, this also forms part of a Contract formed under a DoSO.*
C.B.[x]	Additional Contract Terms	
C.C.[x]	Commonwealth Contract Terms	
P.C.[x]	Commonwealth Purchase Order Terms	Commonwealth Purchase Order Terms
D.A.[x]	CCS DoSO ATM	CCS Deed of Standing Offer (DoSO)
D.B.[x]	Commonwealth DoSO ATM Terms	
D.C.[x]	DoSO ATM Response Form	
D.D.[x]	CCS DoSO	
D.D.3(x)	Additional DoSO Terms	
D.E.[x]	Commonwealth DoSO Terms	
R.A.[x]	Schedule 1 - Statement of Work	CCS DoSO RFQ and Contract
R.B.[x]	Schedule 2 - Additional Contract Terms	
R.C.[x]	Schedule 3 - Supplier's Response Form	
R.D.[x]	Contract Details Schedule	

Commonwealth Contract – Consultancy Services

Contract Signing Page

The Parties agree that by signing this Commonwealth Contract – Consultancy 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 Interpretation
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, Fisheries and Forestry
ABN 34 190 894 983 by its duly authorised delegate in the presence of

Signature of witness

s 22(1)(a)(ii)

Signature of delegate

s 22(1)(a)(ii)

Name of witness (***print***)

s 22(1)(a)(ii)

Name of delegate (***print***)

s 22(1)(a)(ii)

Position of delegate (***print***)

Director Avian, Biologicals, Companion animals & Dairy

Date:

18 July 2023

Executed by William Fyfe Zacharin **ABN** s 47F(1),s 47G(1)(a) in the presence of:

Signature of witness

s 47F(1)

Signature of supplier

s 47F(1)

Name of witness (***print***)

s 47F(1)

Name of supplier (***print***)

W F ZACHARIN

Date:

17/07/2023

From: s 22(1)(a)(ii)
To: s 47F(1) s 22(1)(a)(ii) Avian Bees; s 22(1)(a)(ii)
Cc: Joanne Daly
Subject: RE: s 22(1)(a)(ii) Scoping for psittacine review [SEC=OFFICIAL]
Date: Tuesday, 18 July 2023 2:57:00 PM
Attachments: Contract C12659 SAG chair - official - signed.pdf
image001.png

Dear s 47F(1)
Thanks for the signed contract. Please find attached a copy of the contract now also signed by the department's delegate, s 22(1)(a)(ii) for your records.
Regards,
-s 22(1)(a)(ii)
s 22(1)(a)(ii)

From: s 47F(1)
Sent: Monday, July 17, 2023 7:01 PM
To: s 22(1)(a)(ii) ; s 22(1)(a)(ii) ; Avian Bees ; s 22(1)(a)(ii)
Cc: Joanne Daly
Subject: Re:s 22(1)(a)(ii) Scoping for psittacine review [SEC=OFFICIAL]

Dear s 22(1)(a)(ii)

I am attaching the signed signature page for the contract.

Regards

s 47F(1)
s 47G(1)(a)
s 47F(1)



On 16-Jul-23 1:25 PM, Joanne Daly wrote:

> For review, signature and sending to DAFF. Joanne
> **********
> Joanne Daly
> s 47F(1)
>
> Begin forwarded message:
> **From:** s 22(1)(a)(ii) @aff.gov.au>
> **Subject: RE:** s 22(1)(a)(ii)
>
> **Scoping for psittacine review [SEC=OFFICIAL]**
> **Date:** 14 July 2023 at 4:14:12 pm AEST
> **To:** Joanne Daly <s 47F(1)
> **Cc:** s 22(1)(a)(ii) @aff.gov.au>,
> Avian Bees <s 47E(d)
> <s 22(1)(a)(ii)aff.gov.au> "s 22(1)(a)(ii)
> Hi again Joanne,

Please find attached formal contract for SAG, for your review and signature.
I have removed the landline number for s 47F(1) as requested.
Regards,
s 22(1)(a)(ii)

Australian Government

Commonwealth Contract – Consultancy Services

Reference ID: C12659

Customer

Customer Name:	Department of Agriculture, Fisheries and Forestry
Customer ABN:	34 190 894 983
Address:	70 Northbourne Ave Canberra ACT 2601

Supplier

Full Name of the Legal Entity:	s 47G(1)(a)
Supplier ABN:	s 47G(1)(a)
Address:	s 47G(1)(a) s 47G(1)(a)

Official

Statement of Work

C.A.1 Key Events and Dates

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

a) it is terminated earlier or

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

Event	Details
Contract Start Date:	Friday, 21 July 2023
Contract Term:	This Contract will terminate on Friday, 1 September 2023.
Contract Extension Option:	This Contract includes the following extension option(s): If agreed by both parties. .

Official

C.A.2 The Requirement

The department is conducting a non-regulated Import risk review for psittacine birds from all countries (the psittacine review). The draft report was released for public consultation in July 2020 (Biosecurity Advice 2020-A04). Many stakeholder comments including those from technical experts raised concerns as to whether the environmental biosecurity risks had been adequately considered. In November 2021 stakeholders were advised (BA 2021-A07) that the finalisation of the review was delayed following the department requiring further consideration of the potential biosecurity risks relating to the environment. The most appropriate process to do this is to engage the members of the scientific advisory group (SAG) in their capacity as independent experts.

The Supplier, in conjunction with other members of the scientific advisory group, consider whether the department has:

- appropriately considered the stakeholder submissions, relevant to effects on the environment, received in response to the draft report
- included and properly considered scientific evidence relating to the environment and the conclusions of the final report are scientifically reasonable and based on the material presented and available.
- appropriately applied its methodologies for completing import risk analysis.

If deemed necessary by the supplier, meetings will be arranged with officials from the department.

Prepare a Report to the Director of Biosecurity on their findings relating to the above and recommend any action considered necessary to overcome any identified deficiencies. A copy of the Report will be provided to the Deputy Secretary, Biosecurity and Compliance Group.

C.A.2(a) Standards

The Supplier must ensure that any goods and services provided under this Contract comply with all applicable Australian standards and any Australian and international standards specified in this Statement of Work. The Supplier must ensure that it obtains copies of all relevant certifications and maintains records evidencing its compliance with those standards. If requested by the Customer, the Supplier must enable the Customer, or an independent assessor, to conduct periodic audits to confirm compliance with those standards.

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.

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 (WHS) 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. For all issues assigned to the Supplier, the Supplier will provide the Customer with a WHS plan for approval and no work will commence until the plan is approved unless agreed in writing by the Customer.

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

C.A.2(d) Delivery and Acceptance

Official

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*].

Milestone Description	Contact for Delivery	Delivery Location/Email	Due Date
Final Report	s 22(1)(a)(ii)	s 47E(d) cc: s 22(1)(a)(ii) aff.gov.au	1/09/2023

C.A.2(e) Meetings

The Supplier is not required to attend meetings.

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

Provision of written (electronic) material and reports including at a minimum:

Minimum documents that will be provided for the Supplier

2021 Psittacine IRA Final Report (204 pages).

Full-text versions of references cited in the draft report will not be provided unless on request.

Stakeholder submissions received in response to the draft report released in September 2020

Responses to stakeholder comments (29 pages)

EBO response to Psittacine IRR June 2022 (37 pages)

ABB comment on EBO response (19 pages)

Table of changes between draft for stakeholder comment and revised final report (July 2021) (1 page)

ABB, ABIB, EBO – revision requests – ABB responses (12 pages)

List of 7 credentialed and qualified experts with specific knowledge of birds/psittacine birds, avian diseases and/or environmental consequences to wildlife should the members of SAG need additional independent opinion

C.A.2(h) Conflicts of Interest

The Supplier has declared that it has no Conflicts of Interest relevant to the performance of its obligations under this Contract.

C.A.2(i) Public Interest Disclosure

For information about how to make a Public Interest Disclosure, please refer to the information provided on the Customer's website: 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:

Official

Name/Position:	Public Interest Disclosure Team
Email Address:	pid@awe.gov.au
Telephone:	1800 99 88 80

C.A.2(j) Complaints Handling

Any complaints relating to this procurement should be referred to:

Name/Position:	Procurement Team
Email Address:	procurementfeedback@agriculture.gov.au
Telephone:	02 6272 3227

Official

C.A.3 Contract Price

The maximum Contract Price inclusive of GST and all taxes and charges will not exceed **$**s 47G(1)(a) as set out below.

Fee Rates

Position Role/Level	Days	Daily Fee (GST Inclusive)	Total Fee (GST Inclusive)
Chair	5	$s 47G(1)(a)	$s 47G(1)(a)

Total Fees $s 47G(1)(a) **GST Inclusive**

Adjustment to Fixed Pricing for Contract Variation/Extension

Negotiation of additional days as required.

Expenses

The Supplier may only claim reimbursement for expenses when the expense is nominated in the table below, and the Customer has granted specific written approval prior to the relevant expense being incurred.

Additionally:

a) all domestic air travel must be economy class,

b) amounts claimed for accommodation and other expenses must not exceed the total amount specified in **Table 2** of **TD 2022/10** or the applicable financial year's Taxation Determination issued by the Australian Taxation Office, and

c) a claim for reimbursement is submitted supported by a copy of the paid Tax Invoice.

Description/Comments	Cost GST Exclusive	GST Component	Total Cost GST Inclusive
Additional administrative expenses	$s 47G(1)(a)	$s 47G(1)(a)	$s 47G(1)(a)

Maximum Estimated Expenses (not included above) $s 47G(1)(a) **GST Inclusive**

C.A.3(a) Payment Schedule

If the Supplier incurs any reimbursable expenses, the Customer will reimburse the Supplier at cost (exclusive of GST) on submission of a claim for reimbursement supported by a copy of the paid Tax Invoice.

Official

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:	Senior Veterinary Officer
Currently:	s 22(1)(a)(ii)
Telephone:	s 22(1)(a)(ii)
Mobile:	
Email Address:	s 22(1)(a)(ii) @aff.gov.au
Postal Address:	70 Northbourne Ave Agriculture House Canberra ACT 2601

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

Addressee Name/Position Title:	s 22(1)(a)(ii)
Telephone:	s 22(1)(a)(ii)
Peppol ID:	
Email Address:	s 22(1)(a)(ii) @aff.gov.au
Postal Address:	70 Northbourne Ave Agriculture House Canberra ACT 2601

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

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

Name:	s 47F(1)
Position Title:	Director
Telephone:	-
Mobile:	s 47F(1)
Email Address:	s 47F(1)
Postal Address:	s 47G(1)(a) s 47G(1)(a)

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

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

Official

C.A.5 Specified Personnel

Not Applicable

C.A.6 Subcontractors

None Specified

Official

Additional Contract Terms

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

C.B.1 Intellectual Property

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 Payment Terms

Where the Customer and the Supplier both have the capability to deliver and receive eInvoices through the Peppol framework and have agreed to use eInvoicing, following receipt of a Correctly Rendered Invoice, including acceptance of the Goods and/or Services by the Customer, 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 following receipt of a Correctly Rendered Invoice, including acceptance of the Goods and/or Services by the Customer, 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.

Where 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 as published on the Australian Taxation Office website https://www.ato.gov.au/Rates/General-interest-charge-(GIC)-rates/.

Official

Official

Commonwealth Contract Terms

C.C.1 Background

1.1 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 Requirement.

1.2 Some terms used in these Commonwealth Contract Terms have been given a special meaning. Their meanings are set out in the Commonwealth Contracting Suite (CCS) Glossary and Interpretation or in the Contract.

C.C.2 Relationship of the Parties

2.1 By virtue of this Contract, neither Party is the employee, agent, officer or partner of the other Party nor authorised to bind or represent the other Party.

2.2 Each Party must ensure that its officers, employees, agents or Subcontractors do not represent themselves as being an officer, employee, partner or agent of the other Party.

2.3 In all dealings related to the Contract, the Parties agree to:

a) communicate openly with each other and cooperate in achieving the contractual objectives

b) act honestly and ethically

c) comply with reasonable commercial standards of fair conduct

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 Conflicts of Interest

3.1 The Supplier warrants that, other than as previously declared in writing to the Customer at the commencement of the Contract, no Conflicts of Interest exist, relevant to the performance by the Supplier of its obligations under the Contract.

3.2 At any time during the term of the Contract, the Customer may require the Supplier to execute a Conflicts of Interest declaration in the form specified by the Customer.

3.3 As soon as the Supplier becomes aware that a Conflict of Interest has arisen, or is likely to arise during the term of the Contract, the Supplier will:

a) immediately report it to the Customer

b) provide the Customer with a written report setting out all relevant information within three (3) Business Days, and

c) comply with any reasonable requirements notified by the Customer relating to the Conflict of Interest.

3.4 If the Supplier fails to notify the Customer as set out in this clause or does not comply with the Customer's reasonable requirements to resolve or manage Conflicts of Interest, the Customer may terminate or reduce the scope of the Contract in accordance with C.C.16 [Termination for Cause].

C.C.4 Precedence of Documents

4.1 The Contract is comprised of:

a) Additional Contract Terms (if any)

b) if the Contract is issued under a DoSO, the Contract Details Schedule

c) Statement of Work

d) Commonwealth Contract Terms

e) CCS Glossary and Interpretation, and

f) additional Contract annexes (if any),

unless otherwise agreed in writing between the Parties.

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

4.3 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

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

C.C.6 Entire Agreement

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

6.2 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 or the RFQ as relevant remain correct.

6.3 Any agreement or understanding to vary or extend the Contract will not be legally binding upon either Party unless in writing and agreed by both Parties.

6.4 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

7.1 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], and
C.C.21 [Compliance with Law and Policy],
survive termination or expiry of the Contract.

C.C.8 Notices

8.1 A Notice is deemed to be delivered:

a) if delivered by hand - on delivery to the relevant address

b) if sent by registered post - on delivery to the relevant address, or

c) if transmitted by email or other electronic means when it becomes capable of being retrieved by the addressee at the relevant email or other electronic address.

8.2 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 delivered on the next working day in that place.

C.C.9 Assignment

9.1 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.

9.2 To decline consent, the Customer must provide a Notice to the Supplier, setting out its reasons, within twenty (20) Business Days, or such other time as agreed between the Parties, of receiving the Notice seeking consent. Otherwise, the Customer is taken to have consented.

C.C.10 Subcontracting

10.1 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.

10.2 The Supplier must ensure that Subcontractors specified in the Contract (if any) perform that part of the Services specified in the Contract. The Supplier must not subcontract any part of its obligations under the Contract, or replace approved Subcontractors, without prior written consent of the Customer. The Customer's written consent will not be unreasonably withheld.

10.3 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.

10.4 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.

10.5 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

11.1 The Supplier must provide the Goods and/or Services as specified in the Contract and meet any requirements and standard specified in the Contract.

11.2 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 Contract and advise the Customer when it will be able to do so.

11.3 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 Contract.

11.4 The Customer may reject the Goods and/or Services within ten (10) Business Days after delivery or such longer period specified in the Contract ("Acceptance Period"), if the Goods and/or Services do not comply with the requirements of the Contract.

11.5 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).

11.6 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.

11.7 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

12.1 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.

12.2 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.

12.3 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

13.1 The Supplier must ensure that the Specified Personnel set out in the Contract (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.

13.2 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.

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

C.C.14 Liability of the Supplier

14.1 The Supplier will indemnify the Customer for any damage claim, cost or loss resulting from any negligent or wilful breach of its obligations or representations under the Contract by the Supplier or its officers, employees, agents or Subcontractors.

14.2 The Supplier's obligation to indemnify the Customer will reduce proportionally to the extent that the Customer has contributed to the claim, cost or loss.

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

14.4 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

15.1 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.

15.2 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.

15.3 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.

15.4 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 C.C.11 [Delivery and Acceptance] and the Contract before the effective date of termination or reduction.

15.5 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.

15.6 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

16.1 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 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).

16.2 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

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

17.2 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.

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

17.4 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

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

a) both Contract Managers will try to settle the dispute by direct negotiation

b) if unresolved within five (5) Business Days, 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. The date the dispute Notice is issued will be the date of the Notice ("Notice Date")

c) if the proposed solution is not accepted by the other Contract Manager within five (5) Business Days of the Notice Date, 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 twenty (20) Business Days of the Notice Date, 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 thirty (30) Business Days of the Notice Date or such other period as agreed by the Parties, and

e) if the dispute is not resolved within sixty (60) Business Days of the Notice Date, either the Supplier or the Customer may commence legal proceedings or, by agreement, continue the mediation process for a period agreed by the Parties.

18.2 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.

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

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

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

C.C.19 Transition In

19.1 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

20.1 If the Contract expires or is terminated under 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 Law and Policy

21.1 The Supplier must comply with, and ensure its officers, employees, agents and Subcontractors comply with all laws applicable to the performance of this Contract and warrants that it will not cause the Customer to breach any laws.

21.2 The Supplier must comply with, and ensure its officers, employees, agents and Subcontractors comply with any Commonwealth policies relevant to the Goods and/or Services.

21.3 The Supplier agrees to provide such reports and other information regarding compliance with applicable law and Commonwealth policy as reasonably requested by the Customer or as otherwise required by applicable law or policy.

21.4 If the Supplier becomes aware of any actual or suspected breach of the requirements set out in 21.A to 21.J below, or any other applicable law or Commonwealth policy, it must:

a) immediately report it to the Customer and provide a written report on the matter within three (3) Business Days unless otherwise set out in these Terms, and

b) comply with any reasonable directions by the Customer in relation to any investigation or further reporting of the actual or suspected breach.

21.A Access to Supplier's Premises and Records

A.1 The Supplier must maintain and ensure its Subcontractors maintain proper business and accounting records relating to the supply of the Goods and/or Services and performance of the Contract.

A.2 The Supplier agrees to provide to the Customer, or its nominee, access to the Supplier's or its Subcontractor's premises, personnel, computer systems, 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 in connection with a request made under the *Freedom of Information Act 1982* (Cth) or an audit or review by the Australian National Audit Office.

A.3 Unless the access is required for an urgent purpose, the Customer will provide reasonable prior notice to the Supplier.

A.4 If requested by the Supplier, the Customer will reimburse the Supplier's substantiated reasonable

cost for complying with the Customer's request, unless the access is required for the purpose of a criminal investigation into the Supplier, its officers, employees, agents or Subcontractors.

A.5 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.

21.B *Privacy Act 1988* (Cth) Requirements

B.1 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.

21.C Notifiable Data Breaches

C.1 If the Supplier suspects that there may have been an Eligible Data Breach in relation to any Personal Information held by the Supplier as a result of the Contract, the Supplier must:

a) immediately report it to the Customer and provide a written report within three (3) Business Days, and

b) carry out an assessment in accordance with the requirements of the *Privacy Act 1988* (Cth).

C.2 Where the Supplier is aware that there has been an Eligible Data Breach in relation to the Contract, the Supplier must:

a) take all reasonable action to mitigate the risk of the Eligible Data Breach causing serious harm to any individual to whom the Personal Information relates

b) take all other action necessary to comply with the requirements of the *Privacy Act 1988* (Cth), and

c) take any other action as reasonably directed by the Customer.

21.D Personal Information

D.1 The Supplier agrees to provide the Customer, or its nominee, relevant information (including personal information) relating to the Supplier, its officers, employees, agents or Subcontractors, for the purposes of preventing, detecting, investigating or dealing with a fraud or security incident relating to a Contract.

D.2 When providing personal information of a natural person under this clause, the Supplier warrants it will have obtained the consent of or provided reasonable notification to the person in accordance with the *Privacy Act 1988* (Cth).

D.3 Nothing in these clauses limits or derogates from the Supplier's obligations under the *Privacy Act 1988* (Cth).

21.E Confidential Information

E.1 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.

E.2 This obligation will not be breached where:

a) the relevant information is publicly available (other than through breach of a confidentiality or non-disclosure obligation), or

b) the Supplier is required by law, an order of the court or a stock exchange to disclose the relevant information, but any such request must be reported by Notice to the Customer without delay and the text of the disclosure provided in writing to the Customer as soon as practicable.

E.3 The Customer may at any time require the Supplier to arrange for its officers, 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.

E.4 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.

E.5 The Customer will not be in breach of any confidentiality agreement if the Customer discloses the information for the purposes of managing the Contract or if it is required to disclose the information by law, a Minister or a House or Committee of Parliament, or for accountability or reporting purposes.

21.F Security and Safety

F.1 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.

F.2 If directed by the Customer, the Supplier and its officers, employees, agents and Subcontractors are required to undertake a security briefing prior to being able to work inside a Commonwealth office, area or facility.

F.3 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.

F.4 The Supplier acknowledges that unauthorised disclosure of security-classified information is an offence. Legislation (including 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.

21.G Criminal Code

G.1 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).

G.2 The Supplier must ensure that its officers, employees, agents and Subcontractors engaged in connection with the Contract are aware of the information contained in this clause.

21.H Fraud

H.1 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.

H.2 If an investigation finds that the Supplier or its officers, employees, agents or Subcontractors have committed Fraud, or the Supplier has failed to take reasonable steps to prevent Fraud, the Supplier must reimburse or compensate the Customer in full.

21.I Taxation

I.1 The Supplier agrees to comply, and to require its subcontractors to comply, with all applicable laws relating to taxation.

21.J Public Interest Disclosure

J.1 The Supplier must familiarise itself with the *Public Interest Disclosure Act 2013* (Cth) and acknowledges that public officials, including service providers and their Subcontractors under a Commonwealth contract, who suspect wrongdoing within the Commonwealth public sector may raise their concerns under the *Public Interest Disclosure Act 2013* (Cth).

J.2 Information for disclosers is available at https://www.ombudsman.gov.au/Our-responsibilities/making-a-disclosure.

21.K *National Anti-Corruption Commission Act 2022* (Cth) Requirements

K.1 The Supplier acknowledges that in providing the Goods and/or Services to the Customer under the Contract, it is a contracted service provider for the purposes of the *National Anti-Corruption Commission Act 2022* (Cth) (NACC Act).

K.2 The Supplier must comply with any reasonable request, policy or direction issued by the Customer and otherwise cooperate with the Customer in relation to any action taken by the Customer required or authorised by the NACC Act.

C.C.22 Notification of Significant Events

22.1 The Supplier must immediately issue the Customer a Notice on becoming aware of a Significant Event.

22.2 The Notice issued under clause 22.1 must provide a summary of the Significant Event, including the date that it occurred and whether any Specified Personnel or other personnel engaged in connection with the Goods and/or Services were involved.

22.3 The Customer may notify the Supplier in writing that an event is to be considered a Significant Event for the purposes of this clause, and where this occurs the Supplier must issue a Notice under clause 22.1 in relation to the event within three (3) Business Days of being notified by the Customer.

22.4 Where reasonably requested by the Customer, the Supplier must provide the Customer with any additional information regarding the Significant Event within three (3) Business Days of the request.

22.5 If requested by the Customer, the Supplier must prepare a draft remediation plan and submit that draft plan to the Customer's Contract Manager for approval within ten (10) Business Days of the request.

22.6 A draft remediation plan prepared by the Supplier under clause 22.5 must include the following information:

a) how the Supplier will address the Significant Event in the context of the Goods and/or Services, including confirmation that the implementation of the remediation plan will not in any way impact on the delivery of the Goods and/or Services or compliance by the Supplier with its other obligations under the Contract, and

b) how the Supplier will ensure events similar to the Significant Event do not occur again, and

c) any other matter reasonably requested by the Customer.

22.7 The Customer will review the draft remediation plan and either approve the draft remediation plan or provide the Supplier with the details of any changes that are required. The Supplier must make any changes to the draft remediation plan reasonably requested by the Customer and resubmit the draft remediation plan to the Customer for approval within three (3) Business Days of the request unless a different timeframe is agreed in writing by the Customer. This clause 22.7 will apply to any resubmitted draft remediation plan.

22.8 Without limiting its other obligations under the Contract, the Supplier must comply with the remediation plan as approved by the Customer. The Supplier agrees to provide reports and other information about the Supplier's progress in implementing the remediation plan as reasonably requested by the Customer.

22.9 A failure by the Supplier to comply with its obligations under this clause C.C.22 will be a material breach of the Contract. The Customer's rights under this clause C.C.22 are in addition to and do not otherwise limit any other rights the Customer may have under the Contract. The performance by the Supplier of its obligations under this clause C.C.22 will be at no additional cost to the Customer.

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Commonwealth Contracting Suite Glossary and Interpretation

Glossary

In the Commonwealth Contracting Suite (CCS):

"**Additional Contract Terms**" means the terms and conditions set out in the section of the Approach to Market, RFQ or the Contract as relevant with the heading 'Additional Contract Terms'.

"**Additional DoSO Terms**" means the terms and conditions set out in the section of the DoSO with the heading 'Additional DoSO Terms'.

"**Approach to Market**" or "**ATM**" means the notice inviting Potential Suppliers to participate in the relevant procurement.

"**Business Days**" means a day that is not a Saturday, a Sunday or a public holiday or bank holiday in the place concerned, as defined by the *Corporations Act 2001* (Cth), and also excludes the period between Christmas Day and New Year's Day.

"**Closing Time**" means the closing time and date as specified in the Approach to Market.

"**Commonwealth Contracting Suite**" **or** "**CCS**" means the suite of proprietary documents developed for Commonwealth procurements.

"**Commonwealth Procurement Rules**" means the legislative instrument issued by the Finance Minister under section 105B of the *Public Governance, Performance and Accountability Act 2013* (PGPA Act), which establishes the framework under which entities govern and undertake their own procurement.

"**Confidential Information**" means any information that any Party does not wish to be shared outside those involved in the Contract or Standing Offer Arrangement. It can include anything that has been acquired, developed or made available to any of the Parties in the course of the relationship between the Parties. It includes, but is not limited to, information:

a) specifically identified as confidential in the Contract or DoSO
b) where disclosure would cause unreasonable detriment to the owner of the information or another party, or
c) where the information was provided under an understanding that it would remain confidential.

"**Conflicts of Interest**" means any real or apparent situation where the personal interests of the Supplier, its officers, employees, agents or Subcontractors could improperly influence the Supplier's performance of the Contract or DoSO as relevant.

"**Contract**" means the documents (specified in the Commonwealth Contract Terms or the Commonwealth Purchase Order Terms as relevant) as executed or amended from time to time by agreement in writing between the Supplier and the Customer.

"**Contract Details Schedule**" means the section in a Contract issued under the DoSO with the heading 'Contract Details Schedule'.

"**Contract Manager**" means the 'Contract Manager' for the Customer or Supplier representative (as relevant) specified in the Contract.

"**Contract Price**" means the maximum 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 includes any purchase order number or other Customer reference advised by the Customer's Contract Manager and the name and specified contact details of the Customer's Contract Manager
b) relates only to the Goods and/or Services that have been accepted by the Customer in accordance with the Contract or a payment or milestone schedule identified in the Contract
c) is correctly calculated and charged in accordance with the Contract
d) is for an amount which, together with 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 the party specified in the Contract as the Customer.

"**Deed of Standing Offer**" or "**DoSO**" means the documents (specified in the Commonwealth DoSO Terms) as executed or amended by agreement in writing between the Lead Customer and the Supplier.

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

Commonwealth Contracting Suite Glossary and Interpretation

"**DoSO Manager**" means the 'DoSO Manager' for the Lead Customer or Supplier representative (as relevant) specified in the DoSO.

"**Electronic invoicing**" or "**eInvoicing**" means the automated exchange of invoices directly between the Customer and Supplier's software or financial systems via the Peppol network, as long as both Parties are Peppol eInvoicing enabled.

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

"**End Date**" means the date specified in the Contract or DoSO (as relevant) on which the agreement ceases.

"**Fraud**" means dishonestly obtaining a benefit from the Commonwealth or causing a loss to the Commonwealth by deception or other means and includes alleged, attempted, suspected or detected fraud.

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

"**Goods and/or Services**" means:

a) the Goods and/or Services and any Material, and
b) all such incidental Goods and/or Services that are reasonably required to achieve the Requirement of the Customer,

as specified in the Contract and, where relevant, offered under a Standing Offer Arrangement.

"**GST**" means a Commonwealth goods and services tax imposed by the GST Act.

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

"**Indigenous Procurement Policy**" means the procurement connected policy as described at the National Indigenous Australians Agency website https://www.niaa.gov.au/resource-centre/indigenous-affairs/indigenous-procurement-policy.

"**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, databases, circuit layouts, patents, inventions, discoveries, know-how, trade secrets and confidential information, but excluding Moral Rights.

"**Lead Customer**" means the party specified in the DoSO as the Lead Customer.

"**Material**" means any material used or 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 or DoSO (as relevant) in writing, from one Contract or DoSO Manager to the other Contract or DoSO Manager (as the case may be), at the postal address, or email address, or facsimile number set out in the Contract or DoSO or as notified by the relevant Party.

"**Peppol**" means the Pan-European Public Procurement On-Line framework as described at the Australian Taxation Office website https://www.ato.gov.au/Business/eInvoicing/Peppol/.

"**Party**" or "**Parties**" means (as relevant) the Customer and Supplier specified in the Contract or the Lead Customer and Supplier specified in the DoSO.

"**Personal Information**" means information relating to a natural person as defined in the *Privacy Act 1988* (Cth).

"**Potential Customer**" means an Australian Government entity that is identified within the DoSO as being able to use the Standing Offer Arrangement.

"**Potential Supplier**" means any entity who is eligible to respond to an ATM.

"**Pricing Schedule**" means a schedule of maximum pricing rates that a Supplier can offer in an RFQ for Goods and/or Services as set out in the DoSO.

"**Public Interest Certificate**" means a certificate issued under section 22 of the *Government Procurement (Judicial Review) Act 2018* (Cth).

"**Referenced Material**" means any materials referenced in the ATM, including but not limited to, reports, plans, drawings or samples.

"**Request for Quote**" or "**RFQ**" means any notice inviting quotations to provide specific Goods and/or Services under the DoSO.

Commonwealth Contracting Suite Glossary and Interpretation

"**Required Capabilities**" means:

a) in the DoSO ATM, the description of the Lead Customer's required Goods and/or Services. These may be categorised into several descriptions of Required Capabilities.
b) in the DoSO, the description of the Goods and/or Services that a Supplier is approved to offer.

"**Requirement"** means the description of the Goods and/or Services in:

a) for the purposes of the Commonwealth ATM Terms, the section of the Approach to Market with the heading 'The Requirement'
b) for the purposes of the Commonwealth Contract Terms, the section of the Contract with the heading 'The Requirement', or
c) for the purposes of the Commonwealth Purchase Order Terms, the Customer's purchase order or similar ordering document setting out the Goods and/or Services.

"**Response**" means information provided by a Potential Supplier or Supplier demonstrating their capacity and capability to:

a) provide the Requirement under the ATM or Request for Quote, or
b) meet a Required Capability under the DoSO ATM.

"**Satisfactory**" in relation to the Shadow Economy Policy only, means the Statement of Tax Record meets the conditions set out in Part 6.b of the Shadow Economy Policy or, if the circumstances in Part 6.c of the Shadow Economy Policy apply, the conditions set out in Part 8 of the Shadow Economy Policy.

"**Shadow Economy Policy**" means the Shadow *economy – increasing the integrity of government procurement: Procurement connected policy guidelines March 2019* available at https://treasury.gov.au/publication/p2019-t369466.

"**Significant Event**" means:

a) any adverse comments or findings made by a court, commission, tribunal or other statutory or professional body regarding the conduct or performance of the Supplier or its officers, employees, agents or Subcontractors that impacts or could be reasonably perceived to impact on their professional capacity, capability, fitness or reputation, or
b) any other significant matters, including the commencement of legal, regulatory or disciplinary action involving the Supplier or its officers, employees, agents or Subcontractors, that may adversely impact on compliance with Commonwealth policy and legislation or the Commonwealth's reputation.

"**Specified Personnel**" means personnel specified in the Contract, or who are accepted by the Customer in accordance with clause C.C.13 [Specified Personnel].

"**Standing Offer Arrangement**" means the DoSO arrangement, any Contract that is executed under the DoSO and any other document that applies to it.

"**Standing Offer Details**" means the section of the DoSO with the heading 'Standing Offer Details'.

"**Statement of Requirement**" means the section of the Approach to Market with the heading 'Statement of Requirement'.

"**Statement of Tax Record**" means a statement of tax record issued by the Australian Taxation Office following an application made in accordance with the process set out at https://www.ato.gov.au/Business/Bus/Statement-of-tax-record/?page=1#Requesting_an_STR.

"**Statement of Work**" means the section or schedule of the Contract (as the case may be) with the heading 'Statement of Work'.

"**Subcontractor**" means an entity contracted by the Supplier to supply some or all of the Goods and/or Services required under the Contract.

"**Supplier**" means a party specified in the Contract or the DoSO as the Supplier.

"**Valid**" in relation to the Shadow Economy Policy only, means the Statement of Tax Record is valid in accordance with Part 7.e of the Shadow Economy Policy.

Commonwealth Contracting Suite Glossary and Interpretation

Interpretation

In the Commonwealth Contracting Suite, unless stated otherwise:

a) if any word or phrase is given a defined meaning, any other part of speech or other grammatical form of that word or phrase has a corresponding meaning

b) words in the singular include the plural and words in the plural include the singular

c) the words 'including', 'such as', 'particularly' and similar expressions are not used as and are not intended to be interpreted as words of limitation

d) a reference to dollars is a reference to Australian dollars

e) a reference to any legislation or legislative provision includes any statutory modification, substitution or re-enactment of that legislation or legislative provision

f) clause headings are for reference only and have no effect in limiting or extending the language of the terms to which they refer, and

g) the following clause references used in Commonwealth Contracting Suite documents refer to that section or part of the relevant CCS document listed in the table below:

Clause Reference	Section / Part	CCS Document
A.A.[x]	Statement of Requirement	CCS Approach to Market (ATM)
A.B.[x]	Commonwealth Approach to Market (ATM) Terms	
A.C.[x]	Additional Contract Terms	
C.A.[x]	Statement of Work	Commonwealth Contract *NOTE: Where relevant, this also forms part of a Contract formed under a DoSO.*
C.B.[x]	Additional Contract Terms	
C.C.[x]	Commonwealth Contract Terms	
P.C.[x]	Commonwealth Purchase Order Terms	Commonwealth Purchase Order Terms
D.A.[x]	CCS DoSO ATM	CCS Deed of Standing Offer (DoSO)
D.B.[x]	Commonwealth DoSO ATM Terms	
D.C.[x]	DoSO ATM Response Form	
D.D.[x]	CCS DoSO	
D.D.3(x)	Additional DoSO Terms	
D.E.[x]	Commonwealth DoSO Terms	
R.A.[x]	Schedule 1 - Statement of Work	CCS DoSO RFQ and Contract
R.B.[x]	Schedule 2 - Additional Contract Terms	
R.C.[x]	Schedule 3 - Supplier's Response Form	
R.D.[x]	Contract Details Schedule	

Contract Signing Page

The Parties agree that by signing this Commonwealth Contract – Consultancy 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 Interpretation
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, Fisheries and Forestry
ABN 34 190 894 983 by its duly authorised delegate in the presence of

Signature of witness

s 22(1)(a)(ii)

Name of witness (***print***)

s 22(1)(a)(ii)

Signature of delegate

s 22(1)(a)(ii)

Name of delegate (***print***)

s 22(1)(a)(ii)

Position of delegate (***print***)

Director Avian, Biologicals, Companion animals & Dairy

Date:

18 July 2023

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

Signature of director

s 47F(1)

Name of director (***print***)

s 47F(1)

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

s 47F(1)

Name of director/~~company secretary~~ (***print***)

s 47F(1)

Date: 17 JUL 2023

From: s 22(1)(a)(ii)
To: Stephen Mccutcheon
Subject: RE: Scoping for psittacine review [SEC=OFFICIAL]
Date: Tuesday, 18 July 2023 3:54:00 PM
Attachments: Contract C97040 S McCutcheon - official - signed - Copy.pdf
Contract C97040 S McCutcheon - official - signed resave.pdf
Contract C97040 - S McCutcheon, signed.pdf

Hi Stephen, try this – just made a copy and resave of the file. If you still can't open it I'll convert it to another file type or remerge the signed page and contract.
I've also attached the signature page with s 22(1)(a)(ii) signature, just to confirm it's been done.
Regards,
s 22(1)(a)(ii)

From: Stephen Mccutcheon
Sent: Tuesday, July 18, 2023 3:17 PM
To: s 22(1)(a)(ii)
Subject: Re: Scoping for psittacine review [SEC=OFFICIAL]
Thanks s 22(1)(a)(ii) I'm having trouble opening the attached document. Could you please re-send.
Cheers
Steve
On Tue, Jul 18, 2023 at 3:03 PM s 22(1)(a)(ii) aff.gov.au> wrote:

> Thanks Stephen.
> Please find attached a copy of the contract now signed by the department's delegate, s 22(1)(a)(ii) s 22(1)(a)(ii) for your records.
> Regards,
> s 22(1)(a)(ii)
> s 22(1)(a)(ii)
>
> **From:** Stephen Mccutcheon s 47F(1)
> **Sent:** Monday, July 17, 2023 2:49 PM
> **To:** s 22(1)(a)(ii) aff.gov.au>
> **Subject:** Re: Scoping for psittacine review [SEC=OFFICIAL]
> No problem s 22(1)(a)(ii) - I agree to the changes.
> Cheers
> Steve
>
> Sent from my iPhone
>
> > On 17 Jul 2023, at 2:14 pm, s 22(1)(a)(ii) aff.gov.au> wrote:
> >
> > Thanks Stephen.
> > I had to make a minor change to the contract as I hadn't listed your correct role (economist) and maximum total amount of the contract – your day rate ($s 47G(1)(a) 5 days) and actual pay isn't changed, I just had the wrong maximum amount calculated from your day rate and miscellaneous admin fees claimable ($s 47G(1)(a) instead of $s 47G(1)(a)). These two details are at the top of page 6.
> > I've attached the contract with these revisions if you'd like to review, else if you just acknowledge that you agree to these changes.
> > (Apologies, you might be able to tell that contracts and copy-editing isn't a typical feature of my job).

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

From: Stephen Mccutcheon s 47F(1)
Sent: Monday, July 17, 2023 12:04 PM
To: s 22(1)(a)(ii) aff.gov.au>
Subject: Re: Scoping for psittacine review [SEC=OFFICIAL]
Thanks s 22(1)(a)(ii)
Signed contract attached.
Cheers
Steve
On Mon, Jul 17, 2023 at 9:04 AM s 22(1)(a)(ii) aff.gov.au> wrote:

> Hi Stephen, apologies, fixed now.
> Regards,
> s 22(1)(a)(ii)

From: Stephen Mccutcheon <s 47F(1)
Sent: Monday, July 17, 2023 8:26 AM
To: s 22(1)(a)(ii) aff.gov.au>
Subject: Re: Scoping for psittacine review [SEC=OFFICIAL]
Hi s 22(1)(a)(ii)
The contract signing page for my document has another company name inscribed as the consultant. Could you please send me an amended signing page with the correct name (Stephen Donald McCutcheon ABN s 47F(1),s 47G(1)(a) s 47F(1),s 47G(1)(a)

Many thanks
Steve McCutcheon
On Fri, Jul 14, 2023 at 4:32 PM s 22(1)(a)(ii) aff.gov.au> wrote:

> Hi Stephen,
> Please find attached a formal contract for your review.
> If you agree with the contract, please sign and return to us.
> Happy to discuss any issues.
> Regards,
> -s 22(1)(a)(ii)
> s 22(1)(a)(ii)

From: Stephen Mccutcheon <s 47F(1)
Sent: Friday, July 14, 2023 10:43 AM
To: s 22(1)(a)(ii) aff.gov.au>
Subject: Re: Scoping for psittacine review [SEC=OFFICIAL]
Hi s 22(1)(a)(ii)
My mobile number is s 47F(1)
Cheers
Steve
On Fri, Jul 14, 2023 at 10:28 AM s 22(1)(a)(ii) aff.gov.au> wrote:

> Thanks Stephen.
> Could you also provide a contact number (mobile or home)?
> Regards,
> s 22(1)(a)(ii)

From: Stephen Mccutcheon <s 47F(1)
Sent: Thursday, July 13, 2023 6:11 PM
To: s 22(1)(a)(ii) aff.gov.au>
Cc: Joanne Daly s 47F(1) Will Zacharin s 47F(1) s 22(1)(a)(ii) aff.gov.au>; Avian Bees <s 47E(d) s 22(1)(a)(ii) aff.gov.au>
Subject: Re: Scoping for psittacine review [SEC=OFFICIAL]

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

Details for me are as follows:
Legal Entity - Stephen Donald McCutcheon
Status - Sole Trader
ABN - s 47F(1),s 47G(1)(a)
Registered Address - s 47F(1)
Postal Address - same as above
Legal name/title - Mr Stephen Donald McCutcheon
Cheers
Steve

On Thu, Jul 13, 2023 at 5:26 PM s 22(1)(a)(ii) aff.gov.au> wrote:

> To Joanne, Stephen, and Will,
> Apologies for the delay, we have been going through approvals. Could I get the following information from you each in order to set up your SAG contracts:
>
> 1. Full Name of the Supplier's Legal Entity
> 2. Status of the Supplier's legal entity
>
>   1. (This is probably Individual or Sole Trader, but let me know if it is under a company structure or otherwise)
>
> 1. ABN (or ACN/ ARBN) ?
> 2. Official registered address
> 3. Official address for postal notices (if different)
> 4. Legal name, professional title, and email address (if different to the current one)
>
> I think that's all the information required for now. Feel free to email me separately if there are details you do not want shared.
> Regards,
> -s 22(1)(a)(ii)
>
> ---
>
> **From:** s 22(1)(a)(ii) aff.gov.au>
> **Sent:** Friday, July 7, 2023 12:30 PM
> **To:** Joanne Daly s 47F(1)
> **Cc:** Stephen Mccutcheon s 47F(1) Will Zacharin <s 47F(1) s 22(1)(a)(ii) aff.gov.au>; s 22(1)(a)(ii) aff.gov.au>
> **Subject:** RE: Scoping for psittacine review [SEC=OFFICIAL]
>
> Hi Joanne

Thanks for getting in touch. I'm happy you are keen! and apologise for the administrative delays our end. We have the contracts ready to go – and I understand the procurement processes needed first is in the final stages of approval. So hopefully we will get these to you all next week. And we can be flexible with timing for the provision of your report because we have been delayed in getting the contracts to you.
We will also then be able to provide the other documents for your perusal. Happy to arrange a meeting to clarify anything soon, or once you've also had a look at the provisional final report etc.
Thanks

s 22(1)(a)(ii)
s 22(1)(a)(ii)
Director Avian, Biologicals, Companion animals and Dairy
Animal Biosecurity Branch | Biosecurity Animal Division
s 22(1)(a)(ii)aff.gov.au | Phone s 22(1)(a)(ii) | Mobile s 22(1)(a)(ii)
Department of Agriculture, Fisheries and Forestry
Ngunnawal and Ngambri Country
Agriculture House 70 Northbourne Ave Canberra ACT 2601 Australia
GPO Box 858 Canberra ACT 2601 Australia
agriculture.gov.au

From: Joanne Daly <s 47F(1)
Sent: Friday, July 7, 2023 9:17 AM
To: s 22(1)(a)(ii) aff.gov.au>
Cc: Stephen Mccutcheon s 47F(1) Will Zacharin <s 47F(1) s 22(1)(a)(ii) aff.gov.au>; s 22(1)(a)(ii) aff.gov.au>
Subject: Re: Scoping for psittacine review [SEC=OFFICIAL]

His 22(1)(a)(ii)
I was wondering if you have been able to progress the contracts for our work on the psittacine review? We are keen now it it July to get going as soon as feasible. The three of us have commitments in the last week of July and one of us also in the first week of August so time is getting tight. If need be, I believe that the three of us have availability in mid August if the review end date needs to extend by a few weeks.
We have all read the original draft document that was released for public comment so are ready to move to the next stage. At that time, it would be good for us to meet (virtually) with you and your team for some Q&A as we have noted some matters that we need to clarify with you on the risk assessments.
Best wishes
Joanne
****

Joanne Daly
s 47F(1)

> On 9 Jun 2023, at 8:23 am, s 22(1)(a)(ii) aff.gov.au> wrote:
> An initial meeting to discuss the scope and next steps for the independent advice on the psittacine review.

I assume Outlook has taken time zones into account – meeting is 3:30 – 4:30 pm AEST. Probably won't need the full hour.
And some background about the proposed work:
The Department of Agriculture, Fisheries and Forestry (the department) is conducting a non-regulated*import risk review for psittacine birds from all countries* (the psittacine review).
On 21 July 2020 the department released the draft psittacine review for stakeholder comment (BA 2020-A04). Over 100 submissions were received and considered in preparation of the final report which was completed in July 2021. In November 2021 stakeholders were advised (BA 2021-A07) that the finalisation of the review was delayed following the department requiring further consideration of the potential biosecurity risks relating to the environment. The most appropriate process to do this is to engage the members of the scientific advisory group (SAG) in their capacity as independent experts.
This project is for the former members of the SAG to review whether the department properly considered relevant matters and made appropriate conclusions based on the available scientific information, and to assess whether the department has appropriately and adequately addressed stakeholder submissions relating to the direct and indirect effects on the environment, in the final report of the psittacine review.

Microsoft Teams meeting

Join on your computer, mobile app or room device
Click here to join the meeting

Meeting ID: s 47E(d)
Passcode: s 47E(d)
Download Teams | Join on the web

Join with a video conferencing device
s 47E(d)
Video Conference ID: s 47E(d)
Alternate VTC instructions

Or call in (audio only)
s 47E(d) Australia, Sydney
Phone Conference ID: s 47E(d)
Find a local number | Reset PIN

Learn More | Meeting options

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Australian Government

Commonwealth Contract – Consultancy Services

Reference ID: C97040

Customer

Customer Name:	Department of Agriculture, Fisheries and Forestry
Customer ABN:	34 190 894 983
Address:	70 Northbourne Ave Canberra ACT 2601

Supplier

Full Name of the Legal Entity:	Stephen Donald McCutcheon
Supplier ABN:	s 47F(1),s 47G(1)(a)
Address:	s 47F(1) s 47F(1)

Official

Statement of Work

C.A.1 Key Events and Dates

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

a) it is terminated earlier or

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

Event	Details
Contract Start Date:	Friday, 21 July 2023
Contract Term:	This Contract will terminate on Friday, 1 September 2023.
Contract Extension Option:	This Contract includes the following extension option(s): If agreed by both parties.

Official

C.A.2 The Requirement

The department is conducting a non-regulated Import risk review for psittacine birds from all countries (the psittacine review). The draft report was released for public consultation in July 2020 (Biosecurity Advice 2020-A04). Many stakeholder comments including those from technical experts raised concerns as to whether the environmental biosecurity risks had been adequately considered. In November 2021 stakeholders were advised (BA 2021-A07) that the finalisation of the review was delayed following the department requiring further consideration of the potential biosecurity risks relating to the environment. The most appropriate process to do this is to engage the members of the scientific advisory group (SAG) in their capacity as independent experts.

The Supplier, in conjunction with other members of the scientific advisory group, consider whether the department has:

- appropriately considered the stakeholder submissions, relevant to effects on the environment, received in response to the draft report
- included and properly considered scientific evidence relating to the environment and the conclusions of the final report are scientifically reasonable and based on the material presented and available.
- appropriately applied its methodologies for completing import risk analysis.

If deemed necessary by the supplier, meetings will be arranged with officials from the department.

Prepare a Report to the Director of Biosecurity on their findings relating to the above and recommend any action considered necessary to overcome any identified deficiencies. A copy of the Report will be provided to the Deputy Secretary, Biosecurity and Compliance Group.

C.A.2(a) Standards

The Supplier must ensure that any goods and services provided under this Contract comply with all applicable Australian standards and any Australian and international standards specified in this Statement of Work. The Supplier must ensure that it obtains copies of all relevant certifications and maintains records evidencing its compliance with those standards. If requested by the Customer, the Supplier must enable the Customer, or an independent assessor, to conduct periodic audits to confirm compliance with those standards.

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.

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 (WHS) 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. For all issues assigned to the Supplier, the Supplier will provide the Customer with a WHS plan for approval and no work will commence until the plan is approved unless agreed in writing by the Customer.

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

C.A.2(d) Delivery and Acceptance

Official

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*].

Milestone Description	Contact for Delivery	Delivery Location/Email	Due Date
Final Report	s 22(1)(a)(ii)	s 47E(d) cc: s 22(1)(a)(ii) aff.gov.au	1/09/2023

C.A.2(e) Meetings

The Supplier is not required to attend meetings.

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

Provision of written (electronic) material and reports including at a minimum:

Minimum documents that will be provided for the Supplier

2021 Psittacine IRA Final Report (204 pages).

Full-text versions of references cited in the draft report will not be provided unless on request.

Stakeholder submissions received in response to the draft report released in September 2020

Responses to stakeholder comments (29 pages)

EBO response to Psittacine IRR June 2022 (37 pages)

ABB comment on EBO response (19 pages)

Table of changes between draft for stakeholder comment and revised final report (July 2021) (1 page)

ABB, ABIB, EBO – revision requests – ABB responses (12 pages)

List of 7 credentialed and qualified experts with specific knowledge of birds/psittacine birds, avian diseases and/or environmental consequences to wildlife should the members of SAG need additional independent opinion

C.A.2(h) Conflicts of Interest

The Supplier has declared that it has no Conflicts of Interest relevant to the performance of its obligations under this Contract.

C.A.2(i) Public Interest Disclosure

For information about how to make a Public Interest Disclosure, please refer to the information provided on the Customer's website: 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:

Official

Name/Position:	Public Interest Disclosure Team
Email Address:	pid@awe.gov.au
Telephone:	1800 99 88 80

C.A.2(j) Complaints Handling

Any complaints relating to this procurement should be referred to:

Name/Position:	Procurement Team
Email Address:	procurementfeedback@agriculture.gov.au
Telephone:	02 6272 3227

Official

C.A.3 Contract Price

The maximum Contract Price inclusive of GST and all taxes and charges will not exceed **$**s 47G(1)(a) as set out below.

Fee Rates

Position Role/Level	Days	Daily Fee (GST Inclusive)	Total Fee (GST Inclusive)
Economist	5	$s 47G(1)(a)	$s 47G(1)(a)

Total Fees $s 47G(1)(a) **GST Inclusive**

Adjustment to Fixed Pricing for Contract Variation/Extension

Negotiation of additional days as required.

Expenses

The Supplier may only claim reimbursement for expenses when the expense is nominated in the table below, and the Customer has granted specific written approval prior to the relevant expense being incurred.

Additionally:

a) all domestic air travel must be economy class,

b) amounts claimed for accommodation and other expenses must not exceed the total amount specified in **Table 2** of **TD 2022/10** or the applicable financial year's Taxation Determination issued by the Australian Taxation Office, and

c) a claim for reimbursement is submitted supported by a copy of the paid Tax Invoice.

Description/Comments	Cost GST Exclusive	GST Component	Total Cost GST Inclusive
Additional administrative expenses	$s 47G(1)(a)	$s 47G(1)(a)	$s 47G(1)(a)

Maximum Estimated Expenses (not included above) $s 47G(1)(a) **GST Inclusive**

C.A.3(a) Payment Schedule

If the Supplier incurs any reimbursable expenses, the Customer will reimburse the Supplier at cost (exclusive of GST) on submission of a claim for reimbursement supported by a copy of the paid Tax Invoice.

Official

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:	Senior Veterinary Officer
Currently:	s 22(1)(a)(ii)
Telephone:	s 22(1)(a)(ii)
Mobile:	
Email Address:	s 22(1)(a)(ii) @aff.gov.au
Postal Address:	70 Northbourne Ave Agriculture House Canberra ACT 2601

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

Addressee Name/Position Title:	s 22(1)(a)(ii)
Telephone:	s 22(1)(a)(ii)
Peppol ID:	
Email Address:	s 22(1)(a)(ii) @aff.gov.au
Postal Address:	70 Northbourne Ave Agriculture House Canberra ACT 2601

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

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

Name:	Stephen Donald McCutcheon
Position Title:	Economist
Telephone:	
Mobile:	s 47F(1)
Email Address:	s 47F(1)
Postal Address:	s 47F(1) s 47F(1)

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

Name:	Stephen Donald McCutcheon
Position Title:	Economist
Email Address:	s 47F(1)
Postal Address:	s 47F(1) s 47F(1)

Official

C.A.5 Specified Personnel

Not Applicable

C.A.6 Subcontractors

None Specified

Official

Additional Contract Terms

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

C.B.1 Intellectual Property

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 Payment Terms

Where the Customer and the Supplier both have the capability to deliver and receive eInvoices through the Peppol framework and have agreed to use eInvoicing, following receipt of a Correctly Rendered Invoice, including acceptance of the Goods and/or Services by the Customer, 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 following receipt of a Correctly Rendered Invoice, including acceptance of the Goods and/or Services by the Customer, 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.

Where 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 as published on the Australian Taxation Office website https://www.ato.gov.au/Rates/General-interest-charge-(GIC)-rates/.

Official

Official

Commonwealth Contract Terms

C.C.1 Background

1.1 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 Requirement.

1.2 Some terms used in these Commonwealth Contract Terms have been given a special meaning. Their meanings are set out in the Commonwealth Contracting Suite (CCS) Glossary and Interpretation or in the Contract.

C.C.2 Relationship of the Parties

2.1 By virtue of this Contract, neither Party is the employee, agent, officer or partner of the other Party nor authorised to bind or represent the other Party.

2.2 Each Party must ensure that its officers, employees, agents or Subcontractors do not represent themselves as being an officer, employee, partner or agent of the other Party.

2.3 In all dealings related to the Contract, the Parties agree to:

a) communicate openly with each other and cooperate in achieving the contractual objectives

b) act honestly and ethically

c) comply with reasonable commercial standards of fair conduct

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 Conflicts of Interest

3.1 The Supplier warrants that, other than as previously declared in writing to the Customer at the commencement of the Contract, no Conflicts of Interest exist, relevant to the performance by the Supplier of its obligations under the Contract.

3.2 At any time during the term of the Contract, the Customer may require the Supplier to execute a Conflicts of Interest declaration in the form specified by the Customer.

3.3 As soon as the Supplier becomes aware that a Conflict of Interest has arisen, or is likely to arise during the term of the Contract, the Supplier will:

a) immediately report it to the Customer

b) provide the Customer with a written report setting out all relevant information within three (3) Business Days, and

c) comply with any reasonable requirements notified by the Customer relating to the Conflict of Interest.

3.4 If the Supplier fails to notify the Customer as set out in this clause or does not comply with the Customer's reasonable requirements to resolve or manage Conflicts of Interest, the Customer may terminate or reduce the scope of the Contract in accordance with C.C.16 [Termination for Cause].

C.C.4 Precedence of Documents

4.1 The Contract is comprised of:

a) Additional Contract Terms (if any)

b) if the Contract is issued under a DoSO, the Contract Details Schedule

c) Statement of Work

d) Commonwealth Contract Terms

e) CCS Glossary and Interpretation, and

f) additional Contract annexes (if any),

unless otherwise agreed in writing between the Parties.

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

4.3 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

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

C.C.6 Entire Agreement

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

6.2 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 or the RFQ as relevant remain correct.

6.3 Any agreement or understanding to vary or extend the Contract will not be legally binding upon either Party unless in writing and agreed by both Parties.

6.4 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

7.1 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], and
C.C.21 [Compliance with Law and Policy],
survive termination or expiry of the Contract.

C.C.8 Notices

8.1 A Notice is deemed to be delivered:

a) if delivered by hand - on delivery to the relevant address

b) if sent by registered post - on delivery to the relevant address, or

c) if transmitted by email or other electronic means when it becomes capable of being retrieved by the addressee at the relevant email or other electronic address.

8.2 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 delivered on the next working day in that place.

C.C.9 Assignment

9.1 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.

9.2 To decline consent, the Customer must provide a Notice to the Supplier, setting out its reasons, within twenty (20) Business Days, or such other time as agreed between the Parties, of receiving the Notice seeking consent. Otherwise, the Customer is taken to have consented.

C.C.10 Subcontracting

10.1 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.

10.2 The Supplier must ensure that Subcontractors specified in the Contract (if any) perform that part of the Services specified in the Contract. The Supplier must not subcontract any part of its obligations under the Contract, or replace approved Subcontractors, without prior written consent of the Customer. The Customer's written consent will not be unreasonably withheld.

10.3 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.

10.4 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.

10.5 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

11.1 The Supplier must provide the Goods and/or Services as specified in the Contract and meet any requirements and standard specified in the Contract.

11.2 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 Contract and advise the Customer when it will be able to do so.

11.3 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 Contract.

11.4 The Customer may reject the Goods and/or Services within ten (10) Business Days after delivery or such longer period specified in the Contract ("Acceptance Period"), if the Goods and/or Services do not comply with the requirements of the Contract.

11.5 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).

11.6 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.

11.7 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

12.1 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.

12.2 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.

12.3 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

13.1 The Supplier must ensure that the Specified Personnel set out in the Contract (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.

13.2 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.

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

C.C.14 Liability of the Supplier

14.1 The Supplier will indemnify the Customer for any damage claim, cost or loss resulting from any negligent or wilful breach of its obligations or representations under the Contract by the Supplier or its officers, employees, agents or Subcontractors.

14.2 The Supplier's obligation to indemnify the Customer will reduce proportionally to the extent that the Customer has contributed to the claim, cost or loss.

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

14.4 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

15.1 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.

15.2 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.

15.3 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.

15.4 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 C.C.11 [Delivery and Acceptance] and the Contract before the effective date of termination or reduction.

15.5 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.

15.6 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

16.1 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 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).

16.2 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

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

17.2 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.

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

17.4 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

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

a) both Contract Managers will try to settle the dispute by direct negotiation

b) if unresolved within five (5) Business Days, 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. The date the dispute Notice is issued will be the date of the Notice ("Notice Date")

c) if the proposed solution is not accepted by the other Contract Manager within five (5) Business Days of the Notice Date, 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 twenty (20) Business Days of the Notice Date, 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 thirty (30) Business Days of the Notice Date or such other period as agreed by the Parties, and

e) if the dispute is not resolved within sixty (60) Business Days of the Notice Date, either the Supplier or the Customer may commence legal proceedings or, by agreement, continue the mediation process for a period agreed by the Parties.

18.2 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.

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

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

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

C.C.19 Transition In

19.1 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

20.1 If the Contract expires or is terminated under 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 Law and Policy

21.1 The Supplier must comply with, and ensure its officers, employees, agents and Subcontractors comply with all laws applicable to the performance of this Contract and warrants that it will not cause the Customer to breach any laws.

21.2 The Supplier must comply with, and ensure its officers, employees, agents and Subcontractors comply with any Commonwealth policies relevant to the Goods and/or Services.

21.3 The Supplier agrees to provide such reports and other information regarding compliance with applicable law and Commonwealth policy as reasonably requested by the Customer or as otherwise required by applicable law or policy.

21.4 If the Supplier becomes aware of any actual or suspected breach of the requirements set out in 21.A to 21.J below, or any other applicable law or Commonwealth policy, it must:

a) immediately report it to the Customer and provide a written report on the matter within three (3) Business Days unless otherwise set out in these Terms, and

b) comply with any reasonable directions by the Customer in relation to any investigation or further reporting of the actual or suspected breach.

21.A Access to Supplier's Premises and Records

A.1 The Supplier must maintain and ensure its Subcontractors maintain proper business and accounting records relating to the supply of the Goods and/or Services and performance of the Contract.

A.2 The Supplier agrees to provide to the Customer, or its nominee, access to the Supplier's or its Subcontractor's premises, personnel, computer systems, 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 in connection with a request made under the *Freedom of Information Act 1982* (Cth) or an audit or review by the Australian National Audit Office.

A.3 Unless the access is required for an urgent purpose, the Customer will provide reasonable prior notice to the Supplier.

A.4 If requested by the Supplier, the Customer will reimburse the Supplier's substantiated reasonable

cost for complying with the Customer's request, unless the access is required for the purpose of a criminal investigation into the Supplier, its officers, employees, agents or Subcontractors.

A.5 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.

21.B *Privacy Act 1988* (Cth) Requirements

B.1 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.

21.C Notifiable Data Breaches

C.1 If the Supplier suspects that there may have been an Eligible Data Breach in relation to any Personal Information held by the Supplier as a result of the Contract, the Supplier must:

a) immediately report it to the Customer and provide a written report within three (3) Business Days, and

b) carry out an assessment in accordance with the requirements of the *Privacy Act 1988* (Cth).

C.2 Where the Supplier is aware that there has been an Eligible Data Breach in relation to the Contract, the Supplier must:

a) take all reasonable action to mitigate the risk of the Eligible Data Breach causing serious harm to any individual to whom the Personal Information relates

b) take all other action necessary to comply with the requirements of the *Privacy Act 1988* (Cth), and

c) take any other action as reasonably directed by the Customer.

21.D Personal Information

D.1 The Supplier agrees to provide the Customer, or its nominee, relevant information (including personal information) relating to the Supplier, its officers, employees, agents or Subcontractors, for the purposes of preventing, detecting, investigating or dealing with a fraud or security incident relating to a Contract.

D.2 When providing personal information of a natural person under this clause, the Supplier warrants it will have obtained the consent of or provided reasonable notification to the person in accordance with the *Privacy Act 1988* (Cth).

D.3 Nothing in these clauses limits or derogates from the Supplier's obligations under the *Privacy Act 1988* (Cth).

21.E Confidential Information

E.1 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.

E.2 This obligation will not be breached where:

a) the relevant information is publicly available (other than through breach of a confidentiality or non-disclosure obligation), or

b) the Supplier is required by law, an order of the court or a stock exchange to disclose the relevant information, but any such request must be reported by Notice to the Customer without delay and the text of the disclosure provided in writing to the Customer as soon as practicable.

E.3 The Customer may at any time require the Supplier to arrange for its officers, 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.

E.4 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.

E.5 The Customer will not be in breach of any confidentiality agreement if the Customer discloses the information for the purposes of managing the Contract or if it is required to disclose the information by law, a Minister or a House or Committee of Parliament, or for accountability or reporting purposes.

21.F Security and Safety

F.1 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.

F.2 If directed by the Customer, the Supplier and its officers, employees, agents and Subcontractors are required to undertake a security briefing prior to being able to work inside a Commonwealth office, area or facility.

F.3 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.

F.4 The Supplier acknowledges that unauthorised disclosure of security-classified information is an offence. Legislation (including 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.

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21.G Criminal Code

G.1 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).

G.2 The Supplier must ensure that its officers, employees, agents and Subcontractors engaged in connection with the Contract are aware of the information contained in this clause.

21.H Fraud

H.1 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.

H.2 If an investigation finds that the Supplier or its officers, employees, agents or Subcontractors have committed Fraud, or the Supplier has failed to take reasonable steps to prevent Fraud, the Supplier must reimburse or compensate the Customer in full.

21.I Taxation

I.1 The Supplier agrees to comply, and to require its subcontractors to comply, with all applicable laws relating to taxation.

21.J Public Interest Disclosure

J.1 The Supplier must familiarise itself with the *Public Interest Disclosure Act 2013* (Cth) and acknowledges that public officials, including service providers and their Subcontractors under a Commonwealth contract, who suspect wrongdoing within the Commonwealth public sector may raise their concerns under the *Public Interest Disclosure Act 2013* (Cth).

J.2 Information for disclosers is available at https://www.ombudsman.gov.au/Our-responsibilities/making-a-disclosure.

21.K *National Anti-Corruption Commission Act 2022* (Cth) Requirements

K.1 The Supplier acknowledges that in providing the Goods and/or Services to the Customer under the Contract, it is a contracted service provider for the purposes of the *National Anti-Corruption Commission Act 2022* (Cth) (NACC Act).

K.2 The Supplier must comply with any reasonable request, policy or direction issued by the Customer and otherwise cooperate with the Customer in relation to any action taken by the Customer required or authorised by the NACC Act.

C.C.22 Notification of Significant Events

22.1 The Supplier must immediately issue the Customer a Notice on becoming aware of a Significant Event.

22.2 The Notice issued under clause 22.1 must provide a summary of the Significant Event, including the date that it occurred and whether any Specified Personnel or other personnel engaged in connection with the Goods and/or Services were involved.

22.3 The Customer may notify the Supplier in writing that an event is to be considered a Significant Event for the purposes of this clause, and where this occurs the Supplier must issue a Notice under clause 22.1 in relation to the event within three (3) Business Days of being notified by the Customer.

22.4 Where reasonably requested by the Customer, the Supplier must provide the Customer with any additional information regarding the Significant Event within three (3) Business Days of the request.

22.5 If requested by the Customer, the Supplier must prepare a draft remediation plan and submit that draft plan to the Customer's Contract Manager for approval within ten (10) Business Days of the request.

22.6 A draft remediation plan prepared by the Supplier under clause 22.5 must include the following information:

a) how the Supplier will address the Significant Event in the context of the Goods and/or Services, including confirmation that the implementation of the remediation plan will not in any way impact on the delivery of the Goods and/or Services or compliance by the Supplier with its other obligations under the Contract, and

b) how the Supplier will ensure events similar to the Significant Event do not occur again, and

c) any other matter reasonably requested by the Customer.

22.7 The Customer will review the draft remediation plan and either approve the draft remediation plan or provide the Supplier with the details of any changes that are required. The Supplier must make any changes to the draft remediation plan reasonably requested by the Customer and resubmit the draft remediation plan to the Customer for approval within three (3) Business Days of the request unless a different timeframe is agreed in writing by the Customer. This clause 22.7 will apply to any resubmitted draft remediation plan.

22.8 Without limiting its other obligations under the Contract, the Supplier must comply with the remediation plan as approved by the Customer. The Supplier agrees to provide reports and other information about the Supplier's progress in implementing the remediation plan as reasonably requested by the Customer.

22.9 A failure by the Supplier to comply with its obligations under this clause C.C.22 will be a material breach of the Contract. The Customer's rights under this clause C.C.22 are in addition to and do not otherwise limit any other rights the Customer may have under the Contract. The performance by the Supplier of its obligations under this clause C.C.22 will be at no additional cost to the Customer.

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Commonwealth Contracting Suite Glossary and Interpretation

Glossary

In the Commonwealth Contracting Suite (CCS):

"**Additional Contract Terms**" means the terms and conditions set out in the section of the Approach to Market, RFQ or the Contract as relevant with the heading 'Additional Contract Terms'.

"**Additional DoSO Terms**" means the terms and conditions set out in the section of the DoSO with the heading 'Additional DoSO Terms'.

"**Approach to Market**" or "**ATM**" means the notice inviting Potential Suppliers to participate in the relevant procurement.

"**Business Days**" means a day that is not a Saturday, a Sunday or a public holiday or bank holiday in the place concerned, as defined by the *Corporations Act 2001* (Cth), and also excludes the period between Christmas Day and New Year's Day.

"**Closing Time**" means the closing time and date as specified in the Approach to Market.

"**Commonwealth Contracting Suite**" **or** "**CCS**" means the suite of proprietary documents developed for Commonwealth procurements.

"**Commonwealth Procurement Rules**" means the legislative instrument issued by the Finance Minister under section 105B of the *Public Governance, Performance and Accountability Act 2013* (PGPA Act), which establishes the framework under which entities govern and undertake their own procurement.

"**Confidential Information**" means any information that any Party does not wish to be shared outside those involved in the Contract or Standing Offer Arrangement. It can include anything that has been acquired, developed or made available to any of the Parties in the course of the relationship between the Parties. It includes, but is not limited to, information:

a) specifically identified as confidential in the Contract or DoSO
b) where disclosure would cause unreasonable detriment to the owner of the information or another party, or
c) where the information was provided under an understanding that it would remain confidential.

"**Conflicts of Interest**" means any real or apparent situation where the personal interests of the Supplier, its officers, employees, agents or Subcontractors could improperly influence the Supplier's performance of the Contract or DoSO as relevant.

"**Contract**" means the documents (specified in the Commonwealth Contract Terms or the Commonwealth Purchase Order Terms as relevant) as executed or amended from time to time by agreement in writing between the Supplier and the Customer.

"**Contract Details Schedule**" means the section in a Contract issued under the DoSO with the heading 'Contract Details Schedule'.

"**Contract Manager**" means the 'Contract Manager' for the Customer or Supplier representative (as relevant) specified in the Contract.

"**Contract Price**" means the maximum 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 includes any purchase order number or other Customer reference advised by the Customer's Contract Manager and the name and specified contact details of the Customer's Contract Manager
b) relates only to the Goods and/or Services that have been accepted by the Customer in accordance with the Contract or a payment or milestone schedule identified in the Contract
c) is correctly calculated and charged in accordance with the Contract
d) is for an amount which, together with 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 the party specified in the Contract as the Customer.

"**Deed of Standing Offer**" or "**DoSO**" means the documents (specified in the Commonwealth DoSO Terms) as executed or amended by agreement in writing between the Lead Customer and the Supplier.

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

Commonwealth Contracting Suite Glossary and Interpretation

"**DoSO Manager**" means the 'DoSO Manager' for the Lead Customer or Supplier representative (as relevant) specified in the DoSO.

"**Electronic invoicing**" or "**eInvoicing**" means the automated exchange of invoices directly between the Customer and Supplier's software or financial systems via the Peppol network, as long as both Parties are Peppol eInvoicing enabled.

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

"**End Date**" means the date specified in the Contract or DoSO (as relevant) on which the agreement ceases.

"**Fraud**" means dishonestly obtaining a benefit from the Commonwealth or causing a loss to the Commonwealth by deception or other means and includes alleged, attempted, suspected or detected fraud.

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

"**Goods and/or Services**" means:

a) the Goods and/or Services and any Material, and
b) all such incidental Goods and/or Services that are reasonably required to achieve the Requirement of the Customer,

as specified in the Contract and, where relevant, offered under a Standing Offer Arrangement.

"**GST**" means a Commonwealth goods and services tax imposed by the GST Act.

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

"**Indigenous Procurement Policy**" means the procurement connected policy as described at the National Indigenous Australians Agency website https://www.niaa.gov.au/resource-centre/indigenous-affairs/indigenous-procurement-policy.

"**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, databases, circuit layouts, patents, inventions, discoveries, know-how, trade secrets and confidential information, but excluding Moral Rights.

"**Lead Customer**" means the party specified in the DoSO as the Lead Customer.

"**Material**" means any material used or 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 or DoSO (as relevant) in writing, from one Contract or DoSO Manager to the other Contract or DoSO Manager (as the case may be), at the postal address, or email address, or facsimile number set out in the Contract or DoSO or as notified by the relevant Party.

"**Peppol**" means the Pan-European Public Procurement On-Line framework as described at the Australian Taxation Office website https://www.ato.gov.au/Business/eInvoicing/Peppol/.

"**Party**" or "**Parties**" means (as relevant) the Customer and Supplier specified in the Contract or the Lead Customer and Supplier specified in the DoSO.

"**Personal Information**" means information relating to a natural person as defined in the *Privacy Act 1988* (Cth).

"**Potential Customer**" means an Australian Government entity that is identified within the DoSO as being able to use the Standing Offer Arrangement.

"**Potential Supplier**" means any entity who is eligible to respond to an ATM.

"**Pricing Schedule**" means a schedule of maximum pricing rates that a Supplier can offer in an RFQ for Goods and/or Services as set out in the DoSO.

"**Public Interest Certificate**" means a certificate issued under section 22 of the *Government Procurement (Judicial Review) Act 2018* (Cth).

"**Referenced Material**" means any materials referenced in the ATM, including but not limited to, reports, plans, drawings or samples.

"**Request for Quote**" or "**RFQ**" means any notice inviting quotations to provide specific Goods and/or Services under the DoSO.

Commonwealth Contracting Suite Glossary and Interpretation

"**Required Capabilities**" means:

a) in the DoSO ATM, the description of the Lead Customer's required Goods and/or Services. These may be categorised into several descriptions of Required Capabilities.
b) in the DoSO, the description of the Goods and/or Services that a Supplier is approved to offer.

"**Requirement**" means the description of the Goods and/or Services in:

a) for the purposes of the Commonwealth ATM Terms, the section of the Approach to Market with the heading 'The Requirement'
b) for the purposes of the Commonwealth Contract Terms, the section of the Contract with the heading 'The Requirement', or
c) for the purposes of the Commonwealth Purchase Order Terms, the Customer's purchase order or similar ordering document setting out the Goods and/or Services.

"**Response**" means information provided by a Potential Supplier or Supplier demonstrating their capacity and capability to:

a) provide the Requirement under the ATM or Request for Quote, or
b) meet a Required Capability under the DoSO ATM.

"**Satisfactory**" in relation to the Shadow Economy Policy only, means the Statement of Tax Record meets the conditions set out in Part 6.b of the Shadow Economy Policy or, if the circumstances in Part 6.c of the Shadow Economy Policy apply, the conditions set out in Part 8 of the Shadow Economy Policy.

"**Shadow Economy Policy**" means the Shadow *economy – increasing the integrity of government procurement: Procurement connected policy guidelines March 2019* available at https://treasury.gov.au/publication/p2019-t369466.

"**Significant Event**" means:

a) any adverse comments or findings made by a court, commission, tribunal or other statutory or professional body regarding the conduct or performance of the Supplier or its officers, employees, agents or Subcontractors that impacts or could be reasonably perceived to impact on their professional capacity, capability, fitness or reputation, or
b) any other significant matters, including the commencement of legal, regulatory or disciplinary action involving the Supplier or its officers, employees, agents or Subcontractors, that may adversely impact on compliance with Commonwealth policy and legislation or the Commonwealth's reputation.

"**Specified Personnel**" means personnel specified in the Contract, or who are accepted by the Customer in accordance with clause C.C.13 [Specified Personnel].

"**Standing Offer Arrangement**" means the DoSO arrangement, any Contract that is executed under the DoSO and any other document that applies to it.

"**Standing Offer Details**" means the section of the DoSO with the heading 'Standing Offer Details'.

"**Statement of Requirement**" means the section of the Approach to Market with the heading 'Statement of Requirement'.

"**Statement of Tax Record**" means a statement of tax record issued by the Australian Taxation Office following an application made in accordance with the process set out at https://www.ato.gov.au/Business/Bus/Statement-of-tax-record/?page=1#Requesting_an_STR.

"**Statement of Work**" means the section or schedule of the Contract (as the case may be) with the heading 'Statement of Work'.

"**Subcontractor**" means an entity contracted by the Supplier to supply some or all of the Goods and/or Services required under the Contract.

"**Supplier**" means a party specified in the Contract or the DoSO as the Supplier.

"**Valid**" in relation to the Shadow Economy Policy only, means the Statement of Tax Record is valid in accordance with Part 7.e of the Shadow Economy Policy.

Commonwealth Contracting Suite Glossary and Interpretation

Interpretation

In the Commonwealth Contracting Suite, unless stated otherwise:

a) if any word or phrase is given a defined meaning, any other part of speech or other grammatical form of that word or phrase has a corresponding meaning

b) words in the singular include the plural and words in the plural include the singular

c) the words 'including', 'such as', 'particularly' and similar expressions are not used as and are not intended to be interpreted as words of limitation

d) a reference to dollars is a reference to Australian dollars

e) a reference to any legislation or legislative provision includes any statutory modification, substitution or re-enactment of that legislation or legislative provision

f) clause headings are for reference only and have no effect in limiting or extending the language of the terms to which they refer, and

g) the following clause references used in Commonwealth Contracting Suite documents refer to that section or part of the relevant CCS document listed in the table below:

Clause Reference	Section / Part	CCS Document
A.A.[x]	Statement of Requirement	CCS Approach to Market (ATM)
A.B.[x]	Commonwealth Approach to Market (ATM) Terms	
A.C.[x]	Additional Contract Terms	
C.A.[x]	Statement of Work	Commonwealth Contract *NOTE: Where relevant, this also forms part of a Contract formed under a DoSO.*
C.B.[x]	Additional Contract Terms	
C.C.[x]	Commonwealth Contract Terms	
P.C.[x]	Commonwealth Purchase Order Terms	Commonwealth Purchase Order Terms
D.A.[x]	CCS DoSO ATM	CCS Deed of Standing Offer (DoSO)
D.B.[x]	Commonwealth DoSO ATM Terms	
D.C.[x]	DoSO ATM Response Form	
D.D.[x]	CCS DoSO	
D.D.3(x)	Additional DoSO Terms	
D.E.[x]	Commonwealth DoSO Terms	
R.A.[x]	Schedule 1 - Statement of Work	CCS DoSO RFQ and Contract
R.B.[x]	Schedule 2 - Additional Contract Terms	
R.C.[x]	Schedule 3 - Supplier's Response Form	
R.D.[x]	Contract Details Schedule	

Contract Signing Page

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

a) Additional Contract Terms (if any)
d) Statement of Work
e) Commonwealth Contract Terms
f) Commonwealth Contracting Suite Glossary and Interpretation
g) 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, Fisheries and Forestry

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

Signature of witness

s 22(1)(a)(ii)

Signature of delegate

s 22(1)(a)(ii)

Name of witness (*print*)

s 22(1)(a)(ii)

Name of delegate (*print*)

s 22(1)(a)(ii)

Position of delegate (*print*)

Director Avian, Biologicals, Companion animals & Dairy

Date

18 July 2023

Executed by Stephen Donald McCutcheon **ABN** s 47F(1),s 47G(1)(a) in the presence of

s 47F(1)

Signature of witness

s 47F(1)

Name of witness (*print*)

s 47F(1)

Name of supplier (*print*)

Stephen Donald McCutcheon

Date

17 July 2023

From: s 22(1)(a)(ii)
To: Joanne Daly; Will Zacharin; Stephen Mccutcheon
Cc: s 22(1)(a)(ii) s 22(1)(a)(ii) Avian Bees
Subject: Psittacine SAG - SIGBox documents available [SEC=OFFICIAL]
Date: Tuesday, 18 July 2023 12:59:00 PM

Dear Jo, Will, and Stephen,

I've shared the department's shared network folder (SIGBox) to each of your emails. If you don't receive a link by email end of today, please let me know.

The department has copies of those documents in its internal network drives, so you can edit or comment on those files on the SIGBox shared folder if you plan to work on that shared drive.

s 22(1)(a)(ii) (our delegate) has now signed each of your contracts. I will send you a copy individually to your contact points.

Please let me know if there are any questions, and when/if you wanted another meeting with us.

-s 22(1)(a)(ii)

s 22(1)(a)(ii)

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Experts to assist SAG members review of the environmental effects in the psittacine review

1. **Professor Brett Gartrell BVSc (Hons)**

B.Gartrell@massey.ac.nz

Professor in Wildlife Health, School of Veterinary Science, Massey University, New Zealand

Areas of expertise:

- Agricultural and Veterinary Sciences
- Animal Physiological Ecology
- Avian medicine and surgery
- Biological Sciences
- Conservation biology
- Ecological Physiology
- Ecology
- Reptile medicine and surgery
- Wildlife health and disease
- Zoology

Research interests:
Prof Brett Gartrell has focused on leading research at Massey University primarily supporting conservation of New Zealand fauna biodiversity and with an emphasis on wildlife health and ecotoxicology. Prof Gartrell has built collaborations with national institutions such as the Department of Conservation, Museum of New Zealand Te Papa Tongarewa, Wellington Zoo, Auckland Zoo, Shell NZ, and Maritime New Zealand. He collaborates with individuals and institutions with strong credentials in the fields of wildlife conservation and wildlife health research. These include research partnerships with the Allan Wilson Centre, Australian Wildlife Health Network, Adelaide Zoo, Massey Ecology group, School of Biological Sciences at Victoria University of Wellington, New Zealand Centre for Conservation Medicine (Auckland Zoo), United States Geological Survey and AsureQuality.

Current projects:
Molecular epidemiology and potential zoonotic transmission of *Chlamydia psittaci* in wild birds in New Zealand.

2. s 47F(1)

s 47F(1)

Private veterinarian

Areas of expertise:
s 47F(1) has been an avian veterinarian for over 30 years and an aviculturist for over 40 years. During his professional life he has worked up and down the east coast of Australia. He has lectured at Veterinary and Avicultural conferences both throughout Australia and overseas. He has contributed to several avian veterinary and avicultural textbooks and has been involved in the lecturing and examination of veterinary students and qualified veterinarians on the subject of avian medicine. His avicultural interests are varied and include parrots, finches, softbills, pigeons and doves, pheasants and poultry. s 47F(1) has just completed a purpose-built aviary complex in which he is concentrating on breeding finches including weavers and whydahs and small Australian and Asiatic parrots.

3. Associate Professor Andrew Peters BSc PhD MANZCVS (Avian health)

apeters@csu.edu.au

Associate Professor in Wildlife Health and Pathology, School of Agricultural, Environmental and Veterinary Sciences, Charles Sturt University

Areas of expertise:

- Wildlife population health
- Conservation biology and ecology
- Avian biology and ecology

Research interests:
Dr Andrew Peters' research interests encompass wildlife population health, evolutionary biology of pathogens and host-pathogen dynamics. His work attempts to understand the origin of infectious organisms and their dynamics in natural systems and subsequently the relative significance of emerging disease in conservation. Dr Peters is interested in capacity building in wildlife health in Australia and Papua New Guinea and has carried out research and training programs in PNG since 2009. He has expertise in the processes by which disease can become a threatening process for endangered species and has published on diverse topics relating to wildlife health including toxic invasive plants, novel pathogens, parasite evolution and disease ecology. He is a leader within the wildlife health scientific community in Australia and internationally. He is a Management Committee Member of Wildlife Health Australia since 2014.

Current projects:
Include studies on the evolution of *Trichomonas* in columbids, beak and feather disease virus in critically endangered parrots, trypanosomes as a threat to Australasian rodents and the impact of invasive toxic plants on wild herbivores. He also carries out diagnostic investigations into wildlife diseases.

4. Dr Cromwell Purchase PhD

dr.cromwell.purchase@act-parrots.eu

Director, Association for the Conservation of Threatened Parrots, Brazil

Areas of expertise:

- Ecology
- Wildlife Conservation
- Botany
- Plant Ecology
- Zoology
- Marine Biology
- Government Approvals
- Consulting
- Regulatory Approvals
- Management Plans

Research interests:
Dr Cromwell Purchase has a demonstrated history of working in the research and conservation industry. He is skilled in his knowledge of birds, biodiversity, public speaking, molecular biology, nutrition and environmental awareness. Dr Purchase is a strong professional with a PhD focused in Avian Nutritional and Behavioural Physiology from University of Pretoria. He has worked on game reserves and in zoos, with many species of wildlife and many species of birds. Some bird related projects he has been involved in directly or via consultation include conservation projects for the ground hornbill, Cape parrot, blue-headed macaw, blue-throated macaw, hyacinth macaw, Lear's macaw, Spix's macaw, golden conure, great blue touraco, bird of paradise and Bulwers pheasant.

Current projects:
A focus on the main conservation projects, a few mammal and bird projects and then the flagship project the Spix's macaw captive management for release. In 2019 the Spix's project was ready for its in habitat phase, and Dr Purchase moved to Brazil to set up all the facilities and prepare for the arrival of Spix's macaws and prepared the management and release procedures. He is currently still living in Brazil at the Spix's macaw breeding and release centre in the protected area in rural Bahia Brazil.

s 47F(1)

5. Professor Shane Raidal BVSc PhD FANZCVS (Avian health) DipECZM (Wildlife health)

shraidal@csu.edu.au

Professor in Veterinary Pathobiology, School of Agricultural, Environmental and Veterinary Sciences, Charles Sturt University

Areas of expertise:

- Beak and feather disease virus
- Psittacines
- Avian virology
- Parasitology

Research interests:
Prof Shane Raidal enjoys solving complex problems in animal health and disease ecology which has involved fundamental basic research into biochemistry and physiology of vertebrates and invertebrates as well as a sound understanding of how pathogens cause disease in individual animals and populations, including zoonotic diseases. Prof Raidal is an experienced veterinary pathologist with particular interests in invertebrate, fish, reptile, avian pathology and microbiology. With a long term interest in avian circoviruses he has been supported by the Australian Research Council Discovery Grants to better understand the fundamental mechanisms involved in the pathogenesis of psittacine beak and feather disease as a model for chronic viral infection. With extensive research and teaching experience at the University of Sydney and Murdoch University he has co-authored with 21 post-graduate students over 200 scientific publications on a wide variety of animal health

topics. This has included more than 100 peer reviewed publications, 6 books and book chapters and over 90 scientific reports, conference publications and other articles involving more than 100 collaborators throughout Australia, New Zealand, the United States, Europe and Asia. This has been supported by $2 million in research grants. He is active in a number of editorial boards for international journals as well as professional organisations and scholarly networks including the Veterinary Information Network.

Current projects:

- The biology of circovirus encoded proteins with special emphasis on pigeon circovirus
- Complete mitochondrial genome sequence of a seabird, wedge-tailed shearwater (*Ardenna pacifica*)

6. s 47F(1)

s 47F(1) (perhaps s 47F(1))

s 47F(1)

Areas of expertise:
s 47F(1) has over 20 years of industry experience in natural resource management and extensive experience as a research scientist. He has significant experience in undertaking ecological surveys and investigation for environmental impact statements, environmental management plans and environmental monitoring programs pertaining to both flora and fauna.

Current projects:

- Inland Rail – Delivery of five Environmental Impact Statements
- Technical review of EPBC Act referral documentation associated with the Karara Wind Farm Project

7. **Professor James Watson BSc PhD**

james.watson@uq.edu.au

Professor in Environmental Management, School of Earth and Environmental Sciences, University of Queensland

Areas of expertise:

- climate change
- biodiversity
- extinction
- logging
- landclearing
- landuse planning
- species loss
- saving species.

Research interests:
Prof James Watson is a Professor of Conservation Science at the University of Queensland. He leads both the Green Fire Science research group, whose mission is to do applied research that is linked directly to the practice of large-scale conservation and the Research and Recovery of Endangered

Species whose mission is to focus on Australia's rarest species to try and work out their needs and work with those on-ground practitioners to try and save them.
As a Rhodes Scholar, Prof Watson undertook his PhD research studying in Madagascar, trying to come up with conservation plans to save endemic bird species inhabiting the country's remaining littoral forest. Since then he has published more than 250 peer-reviewed papers on conservation related matters, ranging from assessing the impacts of climate change on species to mapping the effectiveness of protected areas on biodiversity conservation outcomes globally. He currently serves on the International Panel for Biodiversity and Ecosystem Services Data and Knowledge Task Force, and is a Research Fellow for the United Nation's Environment Program, a Senior Technical expert for the United Nations Development Program's Global Programme on Nature for Development, and was the founding chair of the International Union for Nature Conservation Climate Change Specialist Group. Prof Watson sits on the scientific committees of BirdLife Australia, Bush Heritage Australia and SUBAC and was global president of the Society for Conservation Biology in 2015-17.

Current projects:

- A critical pathway for Australia's Conservation Future
- Mapping threatened species recovery across Federal electorates
- Climate Change Adaptation Planning for Threatened Species: pilot project
- Linking assessment of global goals for ecosystems and species by coupling WCS and CSIRO capabilities in landscape integrity mapping and biodiversity modelling
- Vibrant Oceans: Applied Coral Reef Conservation
- A conservation metric for business to measure biodiversity
- Ecosystem risk assessment
- Land clearing assessment on species
- The capacity of forests to protect regional climate under global warming

s 22(1)(a)(ii)s 47E(d)

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From: Joanne Daly
To: s 22(1)(a)(ii)
Cc: s 22(1)(a)(ii) Stephen Mccutcheon; Will Zacharin; s 22(1)(a)(ii)
Subject: Re: Scoping for psittacine review [SEC=OFFICIAL]
Date: Thursday, 20 July 2023 10:26:10 AM

Thanks s 22(1)(a)(ii) Much appreciated. Joanne

On 20 Jul 2023, at 9:52 am, s 22(1)(a)(ii) wrote:

Hi Jo, just replying on behalf of s 22(1)(as she's busy this am.
In the response paper, we greyed out answers that were not related to environmental biosecurity concerns, to make it easier to sift through. However, all comments are still provided to you. Apologies for not putting in a key.
Regards,
_s 22(1)(a)(ii)

From: Joanne Daly
Sent: Tuesday, July 18, 2023 3:41 PM
To: s 22(1)(a)(ii)
Cc: Stephen Mccutcheon ; Will Zacharin ; s 22(1)(a)(ii) ; s 22(1)(a)(ii)
Subject: Re: Scoping for psittacine review [SEC=OFFICIAL]
Hi s 22(1)(a)(ii)
Thank you and s 22(1)(a)(ii) for expediting our access to documents. At this stage, Will, Steve and I will be talking on Friday to plan our work. I will get back to you after that to set up a time with the Department. It might in the first instance be with just Steve and I.
Just one question to get things going:
In the Department's stakeholder response paper, why are some questions and answers 'greyed out' and others are in normal black text?
Cheers
Joanne
****
Joanne Daly
s 47F(1)

On 7 Jul 2023, at 12:30 pm, s 22(1)(a)(ii) aff.gov.au> wrote:
Hi Joanne
Thanks for getting in touch. I'm happy you are keen! and apologise for the administrative delays our end. We have the contracts ready to go – and I understand the procurement processes needed first is in the final stages of approval. So hopefully we will get these to you all next week.
And we can be flexible with timing for the provision of your report because we have been delayed in getting the contracts to you.
We will also then be able to provide the other documents for your perusal. Happy to arrange a meeting to clarify anything soon, or once you've also had a look at the provisional final report etc.
Thanks
s 22(1)(a)(ii)

s 22(1)(a)(ii)
Director Avian, Biologicals, Companion animals and Dairy
Animal Biosecurity Branch | Biosecurity Animal Division
s 22(1)(a)(ii)aff.gov.au | Phone s 22(1)(a)(ii) | Mobile s 22(1)(a)(ii)
Department of Agriculture, Fisheries and Forestry
Ngunnawal and Ngambri Country
Agriculture House 70 Northbourne Ave Canberra ACT 2601 Australia

GPO Box 858 Canberra ACT 2601 Australia
agriculture.gov.au

From: Joanne Daly <s 47F(1)
Sent: Friday, July 7, 2023 9:17 AM
To: s 22(1)(a)(ii) aff.gov.au>
Cc: Stephen Mccutcheon s 47F(1) Will Zacharin
s 47F(1) s 22(1)(a)(ii) aff.gov.au>; s 22(1)(a)(ii)
aff.gov.au>
Subject: Re: Scoping for psittacine review [SEC=OFFICIAL]

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

I was wondering if you have been able to progress the contracts for our work on the psittacine review? We are keen now it it July to get going as soon as feasible. The three of us have commitments in the last week of July and one of us also in the first week of August so time is getting tight. If need be, I believe that the three of us have availability in mid August if the review end date needs to extend by a few weeks.

We have all read the original draft document that was released for public comment so are ready to move to the next stage. At that time, it would be good for us to meet (virtually) with you and your team for some Q&A as we have noted some matters that we need to clarify with you on the risk assessments.

Best wishes

Joanne

****

Joanne Daly

s 47F(1)

On 9 Jun 2023, at 8:23 am, s 22(1)(a)(ii) aff.gov.au> wrote:

An initial meeting to discuss the scope and next steps for the independent advice on the psittacine review.

I assume Outlook has taken time zones into account – meeting is 3:30 – 4:30 pm AEST. Probably won't need the full hour.

And some background about the proposed work:

The Department of Agriculture, Fisheries and Forestry (the department) is conducting a non-regulated*import risk review for psittacine birds from all countries* (the psittacine review).

On 21 July 2020 the department released the draft psittacine review for stakeholder comment (BA 2020-A04). Over 100 submissions were received and considered in preparation of the final report which was completed in July 2021. In November 2021 stakeholders were advised (BA 2021-A07) that the finalisation of the review was delayed following the department requiring further consideration of the potential biosecurity risks relating to the environment. The most appropriate process to do this is to engage the members of the scientific advisory group (SAG) in their capacity as independent experts.

This project is for the former members of the SAG to review whether the department properly considered relevant matters and made appropriate conclusions based on the available scientific information, and to assess whether the department has appropriately and adequately addressed stakeholder submissions relating to the direct and indirect effects on the environment, in the final report of the psittacine review.

Microsoft Teams meeting

Join on your computer, mobile app or room device
Click here to join the meeting

Meeting ID: s 47E(d)
Passcode: s 47E(d)
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Video Conference ID: s 47E(d)
Alternate VTC instructions

Or call in (audio only)
s 47E(d) Australia, Sydney
Phone Conference ID: s 47E(d)
Find a local number | Reset PIN

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From: Joanne Daly
To: s 22(1)(a)(ii)
Cc: s 22(1)(a)(ii) Stephen Mccutcheon; Will Zacharin; s 22(1)(a)(ii)
Subject: Re: Scoping for psittacine review [SEC=OFFICIAL]
Date: Friday, 21 July 2023 1:22:05 PM

Thanks s 22(1)(a)(ii)

Your explanation greatly helps our understanding. I might defer a phone conversation until next week. This will give the three of us an opportunity to digest the material.

Cheers

Joanne
****
Joanne Daly
s 47F(1)

On 21 Jul 2023, at 9:27 am, s 22(1)(a)(ii) aff.gov.au> wrote:

Hi Joanne

In response to your queries:

1. Yes, the risk analysis method, including the matrices, were developed by risk analysis specialists and this method has been applied by Australia to animal and plant commodities, and accepted internationally, for over 20 years.

2. It's not a difference in elements of biosecurity in the matrices but the difference in the values being combined. I think what you're grappling with may be explained by the basis of the matrix axes values. As you would appreciate, risk is a combination of

probability/likelihood of an event occurring and the consequences/cost of that event. In our import risk analyses a probability (of entry, exposure … etc of a disease or pest) is assigned a qualitative likelihood (ie neg, ext low, v low, low, mod, high) which are defined in the methods section. Therefore, when the input is a likelihood, the axis contains those values – so both axes of the top matrix, and the y axes of the others. The effects / consequences of a disease or pest establishing and the extent of the outbreak etc are described (again detailed in the methods) by the terms neg, v. low, low, mod, high, extreme – and therefore these are the values when the input relates to consequences ie the x axes of the bottom 2 matrices. The intention of the matrices and the descriptors used was so that the result ie the risk estimation is expressed in the same terms / values as used to estimate the consequences – because risk is not a likelihood.

I hope that helps! I'm more than happy to catch up this afternoon to talk this through if needed. And in case anything else crops up please send the zoom invite to both me and s 22(1)(a)(ii) We'll then see if we can join – I meant I only could install zoom on my work mobile, not laptop … but haven't tried recently. Sometimes the magic of IT works …

All the best

s 22(1)(a)(ii)

From: Joanne Daly s 47F(1)
Sent: Thursday, July 20, 2023 5:48 PM
To: s 22(1)(a)(ii) aff.gov.au>
Cc: s 22(1)(a)(ii) aff.gov.au>; Stephen Mccutcheon <s 47F(1) Will Zacharin <s 47F(1) s 22(1)(a)(ii)
s 22(1)(a)(ii) @aff.gov.au>
Subject: Re: Scoping for psittacine review [SEC=OFFICIAL]

Thanks s 22(1)(a)(ii)

I might ask another question ahead of time. I have looked at the material you suggested. The three matrices are given on the last page of the ABB response to the EPO review.

I note that the six categories across the top table (negligible, extremely low, very low, low, moderate, high) differ from the six categories in the bottom two tables (negligible, very low, low, moderate, high, extreme). It is still mot clear to me why they differ.

1. Were these matrices developed by a team of external experts and are they the accepted way of qualitatively describing risk?

2. Do the matrices differ because they are dealing with different elements of biosecurity? I think that we are still a bit confused.

I can't see a way to connect you to the Zoom call by phone so we might have to have a separate call.

Cheers

Joanne

****

Joanne Daly
s 47F(1)

On 20 Jul 2023, at 4:21 pm, Joanne Daly s 47F(1) wrote:

Thanks s 22(1)(a) I will get back to you. Cheers Joanne

On 20 Jul 2023, at 2:48 pm, s 22(1)(a)(ii) aff.gov.au> wrote:

Hi Joanne

I'll respond to this one!

Are you referring to the 3 matricies in Figure 1 of the EBO response document in Q 2.5?

You may find sufficient explanation in the 'ABB comment on EBO response' to that question. And further explanation of the matrices are in the methods section of department import risk reviews and analyses, and the BIRA Guidelines . If you still wish to discuss, I am more that happy to do that tomorrow afternoon as you suggest.

I'm not confident about Zoom – I have connected before but only on my work phone. If all else fails we can connect by telephone …

Regards

s 22(1)(a)(ii)

s 22(1)(a)(ii)
Director Avian, Biologicals, Companion animals and Dairy
Animal Biosecurity Branch | Biosecurity Animal Division
s 22(1)(a)(ii)aff.gov.au | Phone s 22(1)(a)(ii) | Mobile s 22(1)(a)(ii)
Department of Agriculture, Fisheries and Forestry
Ngunnawal and Ngambri Country
Agriculture House 70 Northbourne Ave Canberra ACT 2601 Australia
GPO Box 858 Canberra ACT 2601 Australia
agriculture.gov.au
<image001.gif>

<image002.jpg>

From: Joanne Daly <s 47F(1)

Sent: Thursday, July 20, 2023 2:00 PM
To: s 22(1)(a)(ii) aff.gov.au>; s 22(1)(a)(ii) aff.gov.au>
Cc: Stephen Mccutcheon s 47F(1) Will Zacharin <s 47F(1) s 22(1)(a)(ii)
s 22(1)(a)(ii) @aff.gov.au>
Subject: Re: Scoping for psittacine review [SEC=OFFICIAL]

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

Steve and Will and I will be doing a video con tomorrow afternoon at 3 pm. We were wondering if someone from our team could be available for 10 mins sometime between 3:15 to 3:30 pm to join us. We do have one question that we would like to deal with sooner than later as it affects other considerations of the material. I can send a Zoom link if someone its available (are you able to connect via Zoom?)

The issue is well illustrated in Figure 3 of the 'EBO Review of the Psitttacine Import Risk Review' document. We need to understand why

'moderate x moderate likelihood = low risk' in the top table but in the bottom two tables 'moderate x moderate = moderate risk'

If no-one is available (sorry about the short notice) or you would prefer a longer session then could we make time next week. Alternatively, you may prefer to put a response in writing.

Kind regards

Joanne

****

Joanne Daly
s 47F(1)

On 20 Jul 2023, at 9:51 am, s 22(1)(a)(ii) aff.gov.au> wrote:

Hi Jo, just replying on behalf of s 22(1)(as she's busy this am.

In the response paper, we greyed out answers that were not related to environmental biosecurity concerns, to make it easier to sift through. However, all comments are still provided to you. Apologies for not putting in a key.

Regards,
-s 22(1)(a)(ii)

From: Joanne Daly s 47F(1)
Sent: Tuesday, July 18, 2023 3:41 PM
To: s 22(1)(a)(ii) aff.gov.au>
Cc: Stephen Mccutcheon <s 47F(1) Will Zacharin <s 47F(1) s 22(1)(a)(ii)
s 22(1)(a)(ii) @aff.gov.au>; s 22(1)(a)(ii) aff.gov.au>
Subject: Re: Scoping for psittacine review [SEC=OFFICIAL]

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

Thank you and s 22(1)(a)(ii) for expediting our access to documents. At this stage, Will, Steve and I will be talking on Friday to plan our work. I will get back to you after that to set up a time with the Department.

It might in the first instance be with just Steve and I.

Just one question to get things going:

In the Department's stakeholder response paper, why are some questions and answers 'greyed out' and others are in normal black text?

Cheers

Joanne
****
Joanne Daly
s 47F(1)

On 7 Jul 2023, at 12:30 pm, s 22(1)(a)(ii) aff.gov.au> wrote:

Hi Joanne

Thanks for getting in touch. I'm happy you are keen! and apologise for the administrative delays our end. We have the contracts ready to go – and I understand the procurement processes needed first is in the final stages of approval. So hopefully we will get these to you all next week.

And we can be flexible with timing for the provision of your report because we have been delayed in getting the contracts to you.

We will also then be able to provide the other documents for your perusal. Happy to arrange a meeting to clarify anything soon, or once you've also had a look at the provisional final report etc.

Thanks

s 22(1)(a)(ii)

s 22(1)(a)(ii)
Director Avian, Biologicals, Companion animals and Dairy
Animal Biosecurity Branch | Biosecurity Animal Division
s 22(1)(a)(ii)aff.gov.au | Phone s 22(1)(a)(ii) | Mobile s 22(1)(a)(ii)
Department of Agriculture, Fisheries and Forestry
Ngunnawal and Ngambri Country
Agriculture House 70 Northbourne Ave Canberra ACT 2601 Australia
GPO Box 858 Canberra ACT 2601 Australia
agriculture.gov.au
<image001.gif>
<image002.jpg>

From: Joanne Daly <s 47F(1)
Sent: Friday, July 7, 2023 9:17 AM
To: s 22(1)(a)(ii) aff.gov.au>
Cc: Stephen Mccutcheon s 47F(1) Will Zacharin

<s 47F(1) s 22(1)(a)(ii) aff.gov.au>; s 22(1)(a)(ii)
s 22(1)(a)(ii) @aff.gov.au>
Subject: Re: Scoping for psittacine review [SEC=OFFICIAL]

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

I was wondering if you have been able to progress the contracts for our work on the psittacine review? We are keen now it it July to get going as soon as feasible. The three of us have commitments in the last week of July and one of us also in the first week of August so time is getting tight. If need be, I believe that the three of us have availability in mid August if the review end date needs to extend by a few weeks.

We have all read the original draft document that was released for public comment so are ready to move to the next stage. At that time, it would be good for us to meet (virtually) with you and your team for some Q&A as we have noted some matters that we need to clarify with you on the risk assessments.

Best wishes

Joanne

****

Joanne Daly
s 47F(1)

On 9 Jun 2023, at 8:23 am, s 22(1)(a)(ii) aff.gov.au> wrote:

An initial meeting to discuss the scope and next steps for the independent advice on the psittacine review.

I assume Outlook has taken time zones into account – meeting is 3:30 – 4:30 pm AEST. Probably won't need the full hour.

And some background about the proposed work:

The Department of Agriculture, Fisheries and Forestry (the department) is conducting a non-regulated*import risk review for psittacine birds from all countries* (the psittacine review).
On 21 July 2020 the department released the draft psittacine review for stakeholder comment (BA 2020-A04). Over 100 submissions were received and considered in preparation of the final report which was completed in July 2021.
In November 2021 stakeholders were advised (BA 2021-A07) that the finalisation of the review was delayed following the department requiring further consideration of the potential biosecurity risks relating to the environment. The most appropriate process to do this is to engage the members of the scientific advisory group (SAG) in their capacity as independent experts.
This project is for the former members of the SAG to review whether the department properly considered relevant matters and made appropriate

conclusions based on the available scientific information, and to assess whether the department has appropriately and adequately addressed stakeholder submissions relating to the direct and indirect effects on the environment, in the final report of the psittacine review.

Microsoft Teams meeting

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<Mail Attachment.ics>

From: Joanne Daly
To: s 22(1)(a)(ii)
Cc: Stephen Mccutcheon; s 22(1)(a)(ii)
Subject: Re: MEETING REQUEST: Scoping for psittacine review [SEC=OFFICIAL]
Date: Monday, 24 July 2023 2:44:27 PM

Hi s 22(1)(a)(ii) I don't need parking s 47F(1)
s 47F(1) Cheers. Joanne
****
Joanne Daly
s 47F(1)

On 24 Jul 2023, at 2:26 pm, s 22(1)(a)(ii) aff.gov.au> wrote:

Thanks Joanne.
I've sent an MS Teams meeting invite to everyone for 2:30pm – 4:30pm. If either you or Stephen are unable to attend in person, you can log in with that.
Otherwise, I will meet you in the foyer of our building at 2:15pm prior to the meeting to get you guest security passes.
I'm checking if there is any guest parking under the building available and will let you know if we are able to secure one or two spaces – or if you can advise me if that's not necessary.
If there are any issues please don't hesitate to call me.
Regards,
-s 22(1)(a)(ii)
s 22(1)(a)(ii)

From: Joanne Daly s 47F(1)
Sent: Monday, July 24, 2023 1:46 PM
To: s 22(1)(a)(ii) aff.gov.au>
Cc: s 22(1)(a)(ii) aff.gov.au>; Stephen Mccutcheon
s 47F(1) Will Zacharin <s 47F(1) s 22(1)(a)(ii)
s 22(1)(a)(ii) @aff.gov.au>
Subject: Re: MEETING REQUEST: Scoping for psittacine review [SEC=OFFICIAL]
Hi s 22(1)(a)(ii)
This time is good. Steve and I will join you at the department. It will be good to see the new offices. If Will is able to join us online, you will need to set up a Teams link for him. Thanks for the comments re the State based submissions.
Cheers.
Joanne
****
Joanne Daly
s 47F(1)

On 24 Jul 2023, at 9:32 am, s 22(1)(a)(ii) aff.gov.au> wrote:

Hi Joanne,

We discussed and Monday 31 July would be best so that we're all in office. Does 230-430pm suit?

Our office address is Agriculture House, 70 Northbourne Ave, Canberra 2601 [corner of Northbourne Ave and Cooyong St].

Regarding state submissions, we didn't receive any other than a confidential one from a Victorian agency that didn't directly relate to environmental biosecurity; there didn't seem to be specific state-based industries or interests (unlike prawns or apples). I have uploaded it to the main SIGBox folder for your visibility as it wasn't captured in the other submission docs.

Regards,

s 22(1)(a)(ii)

s 22(1)(a)(ii)

From: Joanne Daly <s 47F(1)

Sent: Friday, July 21, 2023 3:55 PM

To: s 22(1)(a)(ii) aff.gov.au>; s 22(1)(a)(ii) aff.gov.au>

Cc: Stephen Mccutcheon s 47F(1) Will Zacharin <s 47F(1) s 22(1)(a)(ii) aff.gov.au>

Subject: MEETING REQUEST: Scoping for psittacine review [SEC=OFFICIAL]

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

Steve, Will and I meet via zoom and established our work plan. We will be continuing our work over the next week.

We would also like to plan a time for an hour meeting with your group. Steve and I would prefer to attend in person, and Will will need to connect remotely. We suggest Wednesday or Thursday afternoon on 2 or 3 August. If not, then maybe Monday afternoon of 31 July. Do any of these dates/times work for you?

The only question we have for you at this stage is that we noted that there were no submissions or comments from State Agencies - are they available and if so can we see them? In previous matters we have had access to them.

Best wishes

Joanne

****

Joanne Daly

s 47F(1)

> On 21 Jul 2023, at 9:27 am, s 22(1)(a)(ii) s 22(1)(a)(ii)@aff.gov.au> wrote:
>
> Hi Joanne

In response to your queries:

1. Yes, the risk analysis method, including the matrices, were developed by risk analysis specialists and this method has been applied by Australia to animal and plant commodities, and accepted internationally, for over 20 years.
2. It's not a difference in elements of biosecurity in the matrices but the difference in the values being combined. I think what you're grappling with may be explained by the basis of the matrix axes values. As you would appreciate, risk is a combination of probability/likelihood of an event occurring and the consequences/cost of that event. In our import risk analyses a probability (of entry, exposure … etc of a disease or pest) is assigned a qualitative likelihood (ie neg, ext low, v low, low, mod, high) which are defined in the methods section. Therefore, when the input is a likelihood, the axis contains those values – so both axes of the top matrix, and the y axes of the others. The effects / consequences of a disease or pest establishing and the extent of the outbreak etc are described (again detailed in the methods) by the terms neg, v. low, low, mod, high, extreme – and therefore these are the values when the input relates to consequences ie the x axes of the bottom 2 matrices. The intention of the matrices and the descriptors used was so that the result ie the risk estimation is expressed in the same terms / values as used to estimate the consequences – because risk is not a likelihood.

I hope that helps! I'm more than happy to catch up this afternoon to talk this through if needed. And in case anything else crops up please send the zoom invite to both me and s 22(1)(a)(ii) We'll then see if we can join – I meant I only could install zoom on my work mobile, not laptop … but haven't tried recently. Sometimes the magic of IT works …

All the best

s 22(1)(a)(ii)

From: Joanne Daly <s 47F(1)
Sent: Thursday, July 20, 2023 5:48 PM
To: s 22(1)(a)(ii) aff.gov.au>
Cc: s 22(1)(a)(ii) aff.gov.au>; Stephen Mccutcheon s 47F(1) Will Zacharin <s 47F(1) s 22(1)(a)(ii) s 22(1)(a)(ii) @aff.gov.au>
Subject: Re: Scoping for psittacine review

[SEC=OFFICIAL]
Thanks s 22(1)(a)(ii)
I might ask another question ahead of time. I have looked at the material you suggested. The three matrices are given on the last page of the ABB response to the EPO review.
I note that the six categories across the top table (negligible, extremely low, very low, low, moderate, high) differ from the six categories in the bottom two tables (negligible, very low, low, moderate, high, extreme). It is still mot clear to me why they differ.
1. Were these matrices developed by a team of external experts and are they the accepted way of qualitatively describing risk?
2. Do the matrices differ because they are dealing with different elements of biosecurity? I think that we are still a bit confused.
I can't see a way to connect you to the Zoom call by phone so we might have to have a separate call.
Cheers
Joanne
****
Joanne Daly
s 47F(1)

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From: s 22(1)(a)(ii)
To: s 22(1)(a)(ii) s 22(1)(a)(ii) Joanne Daly; Will Zacharin; Stephen Mccutcheon; s 22(1)(a)(ii)
Subject: Psittacine SAG meeting #2 [SEC=OFFICIAL]

Second meeting between department and Psittacine SAG.

s 22(1)(a)(ii) will meet in-person attendees in the foyer (ground level) of Agriculture House, 70 Northbourne Ave Canberra, at 2:15pm to get guest security passes, prior to the 2:30pm start of the meeting.

s 22(1)(a)(ii) if any issues.

Microsoft Teams meeting

Join on your computer, mobile app or room device

s 47E(d)

Meeting ID: s 47E(d)
Passcode: s 47E(d)

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s 47E(d) s 47E(d)

Video Conference ID: s 47E(d)

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Or call in (audio only)

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Phone Conference ID: s 47E(d)

Find a local number s 47E(d) | Reset PIN
<https://dialin.teams.microsoft.com/usp/pstnconferencing>

s 47E(d)

From: s 22(1)(a)(ii)
To: Joanne Daly; s 22(1)(a)(ii)
Cc: Stephen Mccutcheon; Will Zacharin; s 22(1)(a)(ii)
Subject: RE: psittacine review - questions from the panel [SEC=OFFICIAL]
Date: Friday, 28 July 2023 10:08:00 AM

Hi Joanne,
Thank you for providing this ahead of time. We will review prior to the discussion on Monday afternoon.
Regards,
s 22(1)(a)(ii)

s 22(1)(a)(ii)

From: Joanne Daly
Sent: Thursday, July 27, 2023 6:48 PM
To: s 22(1)(a)(ii) ; s 22(1)(a)(ii)
Cc: Stephen Mccutcheon ; Will Zacharin ; s 22(1)(a)(ii)
Subject: psittacine review - questions from the panel
Hi s 22(1) and s 22(1)(a)(ii)

Will, Steve and I have compiled a list of questions that we would like to discuss on Monday when we meet. We thought it best to send them through to you ahead of the meeting so that our time together can be as productive as possible.

We are all looking forward to our meeting.

Best wishes

Joanne

****

Joanne Daly
s 47F(1)

From: s 22(1)(a)(ii)
To: Joanne Daly
Cc: s 22(1)(a)(ii) Stephen Mccutcheon; Will Zacharin; s 22(1)(a)(ii)
Subject: RE: Penultimate draft of the psittacine review [SEC=OFFICIAL]
Date: Friday, 11 August 2023 2:16:00 PM

Thank you very much Joanne
We will have a look, check the facts and get back to you next week so you can finalise the report, which we will then provide to the acting Director of Biosecurity.
Best regards
s 22(1)(a)(ii)

From: Joanne Daly
Sent: Friday, August 11, 2023 2:04 PM
To: s 22(1)(a)(ii)
Cc: s 22(1)(a)(ii) ; Stephen Mccutcheon ; Will Zacharin ; s 22(1)(a)(ii)
Subject: Penultimate draft of the psittacine review
Dear s 22(1)(a)(ii)

Please find attached a draft of our report on the Final Report of the IRA for the importation of Psittacines. It was been our practice as an Expert Panel to provide the Department with a penultimate draft to allow you to fact check the report.

We would appreciate it you could get back to us with any corrections by the end of next week, if at all possible.

We have not made any formal recommendations but the report contains a number of suggestions. This reflects our view that the Report substantially addresses relevant matters and provides a sound basis for the risk mitigation strategies.

Best wishes

Joanne Daly
Chair, Expert Panel.

****

Joanne Daly
s 47F(1)

From: Joanne Daly
To: s 22(1)(a)(ii)
Cc: s 22(1)(a)(ii) Stephen Mccutcheon; Will Zacharin; s 22(1)(a)(ii) Avian Bees
Subject: Re: Penultimate draft of the psittacine review [SEC=OFFICIAL]
Date: Tuesday, 15 August 2023 3:16:19 PM

Thanks s 22(1)(a)(ii) We'll get back to you pretty soon with the final report. Cheers Joanne.

On 15 Aug 2023, at 2:55 pm, s 22(1)(a)(ii) wrote:

Dear Joanne
Thank you and the Panel for providing the draft report for fact checking.
We have provided a couple of comments and made some minor suggestions, for clarification or correction, in tracked changes for the Panel's consideration. I think they are self-explanatory but please don't hesitate to give me a call if you have any questions about a suggested amendment.
I have one request for an additional inclusion in the Panel's final report. If you are agreeable, please include an acknowledgement that the Panel was provided a list of seven credentialed and qualified environmental, wildlife conservation, psittacine and avian disease technical experts for consultation if required. The reason is that these SMEs were nominated by DAFF, EBO and industry … so it would be appreciated to close off along the lines that the Panel had the opportunity to consult and it wasn't deemed necessary.
And for your information, the DCCEEW proposal to remove psittacines from the LIL has not been finalised. As far as we are aware DCCEEW is still considering stakeholder comments on the proposal.
We look forward to receiving the Panel's final report which will be provided to the Director of Biosecurity.
We will then finalise the psittacine review, taking into account the Panel's suggestions. We intend to publish the Expert Panel's report on the DAFF website along with the final review report.
All the best
s 22(1)(a)(ii)

s 22(1)(a)(ii)
Director Avian, Biologicals, Companion animals and Dairy
Animal Biosecurity Branch | Biosecurity Animal Division
s 22(1)(a)(ii)aff.gov.au | Phone s 22(1)(a)(ii) | Mobile s 22(1)(a)(ii)
Department of Agriculture, Fisheries and Forestry
Ngunnawal and Ngambri Country
Agriculture House 70 Northbourne Ave Canberra ACT 2601 Australia
GPO Box 858 Canberra ACT 2601 Australia
agriculture.gov.au

From: Joanne Daly
Sent: Friday, August 11, 2023 2:04 PM
To: s 22(1)(a)(ii)
Cc: s 22(1)(a)(ii) ; Stephen Mccutcheon ; Will Zacharin ; s 22(1)(a)(ii)
Subject: Penultimate draft of the psittacine review

Dear s 22(1)(a)(ii)

Please find attached a draft of our report on the Final Report of the IRA for the importation of Psittacines. It was been our practice as an Expert Panel to provide the Department with a penultimate draft to allow you to fact check the report.

We would appreciate it you could get back to us with any corrections by the end of next week, if at all possible.

We have not made any formal recommendations but the report contains a number of suggestions. This reflects our view that the Report substantially addresses relevant matters and provides a sound basis for the risk mitigation strategies.

Best wishes

Joanne Daly
Chair, Expert Panel.

****

Joanne Daly
s 47F(1)

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From: s 22(1)(a)(ii)
To: Joanne Daly
Cc: Stephen Mccutcheon; Will Zacharin; s 22(1)(a)(ii) Avian Bees; s 22(1)(a)(ii)
Subject: RE: Expert Panel Report of the Import risk assessment for psittacines [SEC=OFFICIAL]
Date: Thursday, 17 August 2023 3:17:00 PM

Dear Joanne
Thank you, Steve and Will very much for your efficient preparation and delivery of this report. We appreciated the Panel's active engagement and it was a pleasure to meet with you. Your perspectives and suggestions will greatly assist us in preparing a clearer and robust final report on the review of policy associated with the importation of psittacine birds.
The Director of Biosecurity will be forwarded the Expert Panel's report. The avian team will now finalise the psittacine review which we hope to publish on the department website, along with your report, at the end of this year.
Likewise, we would enjoy working with you again. I'm not aware of anything for an Expert Panel upcoming in our space, but if there is we will certainly be in touch. And if you ever have a question about any terrestrial animals (other than livestock), or bees, and their products please don't hesitate to contact any of us. We'd be happy to help, or point you in the right direction.
In the meantime, our aquatic colleagues will be working with you in your SAG role for the sturgeon BIRA.
All the best.
s 22(1)(a)(ii) s 22(1)(a)(ii) s 22(1)(a)(ii) and the avian team.

From: Joanne Daly
Sent: Thursday, August 17, 2023 10:37 AM
To: s 22(1)(a)(ii)
Cc: Stephen Mccutcheon ; Will Zacharin ; s 22(1)(a)(ii) ; Avian Bees ; s 22(1)(a)(ii)
Subject: Expert Panel Report of the Import risk assessment for psittacines
To: Director of Biosecurity

C/- s 22(1)(a)(ii)
Director, Avian, Biologicals, Companion Animals and Dairy
Animal Biosecurity Branch
Biosecurity Animal Division

Dear s 22(1)(a)(ii)

Please see attached our Expert Panel Review of the Department's draft final report for the importation of psittacines. I have attached both a PDF version and a Word Version.

It has been a pleasure working with you and your team. We were most grateful for the time taken by the team to respond quickly to our enquiries. We also found our face to face meeting very useful in helping us to understand some of the rationale behind the risk assessment.

We look forward to an opportunity to work with you again.

Kind regards

Joanne Daly
Chair, Expert Panel

Steve McCutcheon
Wil Zacharin

****

Dr Joanne Daly
s 47F(1)

Expert Panel Review

Draft Final Report – July 2021

Department of Agriculture, Fisheries and Forestry

Import risk review for psittacine birds from all countries

Expert Panel

Joanne Daly (Chair)
Stephen McCutcheon
Will Zacharin

August 2023

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Departmental Response to Stakeholder Comments

s 47E(d)

Table 1. Summary of Major Issues Raised by Stakeholders and Expert Panel's View of DAFF's Response in Draft Final Report (2021)

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s 47E(d)

s 47E(d)

From: s 22(1)(a)(ii)
To: s 47F(1) "Joanne Daly"
Subject: RE: Invoice for contract C12679 [SEC=OFFICIAL]
Date: Monday, 28 August 2023 10:52:00 AM
Attachments: image001.png

Hi s 47F(1)

The payment has been processed and should appear soon, and the contract is now complete.

Regards,

-s 22(1)(a)(ii)

s 22(1)(a)(ii)

From: s 22(1)(a)(ii)
Sent: Monday, August 21, 2023 12:04 PM
To: s 47F(1) ; 'Joanne Daly'
Subject: RE: Invoice for contract C12679 [SEC=OFFICIAL]

Thank you s 47F(1) I will get this processed.

Regards,

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

From: s 47F(1) s 47F(1)
Sent: Monday, August 21, 2023 9:30 AM
To: s 22(1)(a)(ii) aff.gov.au>; 'Joanne Daly' <s 47F(1)
Subject: Invoice for contract C12679

Dear s 22(1)(a)(ii)

I have attached an invoice for Dr Joanne Daly's chairing of the review.

Regards

s 47F(1)
s 47G(1)(a)
s 47F(1)



s 47G(1)(a)

Tax Invoice

Department of Agriculture, Fisheries and Forestry
GPO Box 858
CANBERRA ACT 2601
AUSTRALIA

Invoice Date
21 Aug 2023

Invoice Number
DL-754

Reference
C12679

s 47G(1)(a)
s 47G(1)(a)
s 47G(1)(a)
AUSTRALIA
ABN: s 47G(1)(a)
Finance: s 47F(1)
s 47F(1)
s 47F(1)

Item	Description	Quantity	Unit Price	Amount AUD
	Contract reference ID: C12679 Chair for non-regulated Import risk review for psittacine birds from all countries (the psittacine review)			
00	Dr J. Daly (July-August 2023) 4.5 days	4.50	s 47G(1)(a)	s 47G(1)(a)
			Subtotal	s 47G(1)(a)
			TOTAL GST 10%	s 47G(1)(a)
			TOTAL AUD	s 47G(1)(a)

Due Date: 21 Aug 2023
Please remit to:

s 47G(1)(a)

From: s 22(1)(a)(ii)
To: Stephen Mccutcheon
Subject: RE: Psittacine SAG - Contract invoice #s [SEC=OFFICIAL]
Date: Wednesday, 11 October 2023 8:23:00 AM

Thanks Stephen, apologies again for the delay.
Regards,
s 22(1)(a)(ii)

From: Stephen Mccutcheon
Sent: Wednesday, October 11, 2023 8:21 AM
To: s 22(1)(a)(ii)
Subject: Re: Psittacine SAG - Contract invoice #s [SEC=OFFICIAL]
Hi s 22(1)(a)(ii) - just confirming the payment has been received.
Many thanks for following up.
Cheers
Steve

Sent from my iPad

On 10 Oct 2023, at 2:53 pm, s 22(1)(a)(ii) aff.gov.au> wrote:

Thanks Stephen, this has been processed now by finance. Please let me know if you don't see payment in the next 7 business days.
Regards,
s 22(1)(a)(ii)

From: Stephen Mccutcheon s 47F(1)
Sent: Monday, October 9, 2023 2:36 PM
To: s 22(1)(a)(ii) aff.gov.au>
Subject: Re: Psittacine SAG - Contract invoice #s [SEC=OFFICIAL]
Thanks s 22(1)(a)(ii) - no inconvenience at all. I was just doing my end of month (September) check on accounts and noticed this payment was still outstanding.
Cheers
Steve
On Mon, Oct 9, 2023 at 1:31 PM s 22(1)(a)(ii) aff.gov.au> wrote:

> Hi Stephen,
> My apologies and hope this hasn't caused inconvenience. It had been marked complete in the contract system but hadn't been paid for some reason. I'm resubmitting it with the finance team and will email you again once it has been paid.
> Regards,
> -s 22(1)(a)(ii)
>
> **From:** Stephen Mccutcheon s 47F(1)
> **Sent:** Tuesday, October 3, 2023 11:08 AM
> **To:** s 22(1)(a)(ii) aff.gov.au>
> **Subject:** Re: Psittacine SAG - Contract invoice #s [SEC=OFFICIAL]
> Hi s 22(1)(a)(ii)

Just chasing up payment of the revised invoice sent to you on 28 August. Please let me know if there are any problems.
Cheers
Steve
On Mon, Sep 11, 2023 at 12:58 PM s 22(1)(a)(ii) aff.gov.au> wrote:

> Thanks Stephen,
> Payment is being processed and should be received soon.
> Regards,
> s 22(1)(a)(ii)
>
> **From:** Stephen Mccutcheon <s 47F(1)
> **Sent:** Monday, August 28, 2023 5:22 PM
> **To:** s 22(1)(a)(ii) aff.gov.au>
> **Subject:** Re: Psittacine SAG - Contract invoice #s [SEC=OFFICIAL]
> Hi s 22(1)(a)(ii)
> Revised invoice attached, with your suggested amendment incorporated.
> Cheers
> Steve
> On Mon, Aug 28, 2023 at 4:23 PM s 22(1)(a)(ii) aff.gov.au> wrote:
>
> > Hi Stephen,
> > Could you please resend the invoice with the specification on it that GST is not included? The invoiced amount ($) and other details will remain the same.
> > Regards,
> > s 22(1)(a)(ii)
> >
> > **From:** s 22(1)(a)(ii)
> > **Sent:** Monday, August 28, 2023 10:21 AM
> > **To:** 'Stephen Mccutcheon' s 47F(1)
> > **Subject:** RE: Psittacine SAG - Contract invoice #s [SEC=OFFICIAL]
> > Thanks Stephen,
> > I've put your invoice through for processing.
> > Regards,
> > s 22(1)(a)(ii)
> >
> > **From:** Stephen Mccutcheon s 47F(1)
> > **Sent:** Wednesday, August 23, 2023 5:23 PM
> > **To:** s 22(1)(a)(ii) aff.gov.au>
> > **Subject:** Re: Psittacine SAG - Contract invoice #s [SEC=OFFICIAL]
> > Hi s 22(1)(a)(ii)
> > It was a pleasure working with you and your colleagues on the review of environmental biosecurity risks associated with the non-regulated import risk review of psittacine birds from all countries.
> > Following submission of the expert panel's report to the Department on 17 August 2023, I attach my invoice for the time I spent on the project.
> > If you require any further information or have questions, please don't hesitate to contact me.
> > Kind regards

Steve McCutcheon
On Tue, Aug 8, 2023 at 3:20 PM s 22(1)(a)(ii) aff.gov.au> wrote:

> Hi Joanne, Stephen, and William.
> Hope things are going well.
> After you've provided the final report and are invoicing the department, please quote these contract numbers respectively:
> Joanne – **C12679**
> Stephen – **C12841**
> William – **C12842**
> These are your numbers in the Department's Finance system linked to your signed contract numbers, for invoicing purposes.
> Regards,
> s 22(1)(a)(ii)
> Senior Veterinary Officer
> Avian Biologicals Companion Animal and Dairy Section
> Animal Biosecurity Branch
>
> ------ IMPORTANT - This email and any attachments have been issued by the Commonwealth of Australia (Commonwealth). 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 Commonwealth. 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 Commonwealth 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 ------

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INVOICE

Stephen Donald McCutcheon
ABN s 47F(1),s 47G(1)(a)

s 47F(1)

Phone: s 47F(1)
Email: s 47F(1)

Bill To: Department of Agriculture, Fisheries and Forestry
GPO Box 858
Canberra ACT 2601

Contract Reference ID: C12841

Date: 23 August 2023

Terms: 30 Days

GST: GST is not included

Description	Quantity	Unit Price	Amount
Consultancy services as a member of the scientific advisory group providing independent technical comments and review of material relating to the Department's consideration of the environmental biosecurity risks associated with its non-regulated import risk review for psittacine birds from all countries. Work completed over the period 21 July 2023 to 17 August 2023 (date of submission of final report to Department).	5.0 days	$s 47G(1)(a) per day	$s 47G(1)(a)
Total			$s 47G(1)(a)

Payments to:

s 47F(1),s 47G(1)(a)

WF Zacharin
s 47F(1)
s 47F(1)
Mobile: s 47F(1)
Email: s 47F(1)
ABN s 47F(1),s 47G(1)(a)

17/08/2023

TAX INVOICE No: 230801
Department of Agriculture, Fisheries and Forestry
Reference ID: **C12842**

DESCRIPTION OF SERVICE:	**Amount ($) (GST inclusive)**
Expert Panel – Review of the draft Final Report of the Import risk review for Psittacine birds from all countries. 4 days ($s 47G(1)(a))	$ s 47G(1)(a)
TOTAL	**$** s 47G(1)(a)

HOW TO PAY

Bank Deposit via EFT

s 47F(1),s 47G(1)(a)