



Request for Quotation

SME Tax Reform Survey

| Request for Quotation Details | | | | | | | | | | | | |
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| 1 | RFQ Title | SME Tax Reform Survey | | | | | | | | | | |
| 2 | RFQ Issue Date | 19 September 2022 | | | | | | | | | | |
| 3 | Services to be supplied | The Services to be delivered are detailed in Annex A-Terms of Reference. | | | | | | | | | | |
| 4 | Schedule | The Services to be delivered are detailed in Annex A-Terms of Reference. An example of a comparable scope of work is provided as Annex B. | | | | | | | | | | |
| 5 | Location | Prospera's office is based in Jakarta, Indonesia, but the activity can be undertaken remotely. | | | | | | | | | | |
| 6 | Budget | In the range of IDR 350 million – IDR 450 million (excluding GST/VAT). <i>Note:</i> <ul style="list-style-type: none"> All rates should only be listed in AUD or IDR (for Indonesian entities). No bids will be accepted in USD or other currencies. International adviser rates must be consistent with DFAT's Adviser Remuneration Framework using the MRP rate as the maximum. Premium rates will not be permitted. https://www.dfat.gov.au/sites/default/files/adviser-remuneration-framework-2016.pdf Please note that Indonesian rates must adhere with Government of Indonesia Manpower Regulation on the minimum wage. | | | | | | | | | | |
| 7 | Terms and Condition | Prospera reserves the right to seek proposals from any organisation; accept or reject any Quote; terminate, extend or vary its selection process for the Services; seek information or negotiate with any organisation that has not been invited to submit a Quote; terminate negotiations at any time and commence negotiations with any other organisation; and evaluate bids as Prospera sees appropriate. | | | | | | | | | | |
| Required Main Documents for Proposal | | | | | | | | | | | | |
| 8 | Proposal Format | <p>The proposal will consist of two (2) separate documents that cover Technical and Financial Proposals with detail as follows:</p> <ul style="list-style-type: none"> Technical Proposal: <ul style="list-style-type: none"> A proposal of no more than fifteen (15) A4 pages addressing the scope of work, evaluation criteria in section 9 below, and providing the approach and methodology to deliver the required deliverables stated in the Terms of Reference. A Contractor Personnel Register, nominating an adviser for each of the positions in team composition that meet the criteria with the following format: <table border="1"> <thead> <tr> <th>Name</th> <th>Position</th> <th>International ARF Category and Level or National (Market Rate)</th> <th>Indicative Number of Days-</th> <th>Daily Rate (AUD/IDR)</th> </tr> </thead> <tbody> <tr> <td>xxxx</td> <td>Ex: Project Lead</td> <td>ARF/Local</td> <td>Ex: 20</td> <td>Ex: AUD 900</td> </tr> </tbody> </table> | Name | Position | International ARF Category and Level or National (Market Rate) | Indicative Number of Days- | Daily Rate (AUD/IDR) | xxxx | Ex: Project Lead | ARF/Local | Ex: 20 | Ex: AUD 900 |
| Name | Position | International ARF Category and Level or National (Market Rate) | Indicative Number of Days- | Daily Rate (AUD/IDR) | | | | | | | | |
| xxxx | Ex: Project Lead | ARF/Local | Ex: 20 | Ex: AUD 900 | | | | | | | | |



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| | | <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 20%; text-align: center; color: red;">Insert</td> <td style="width: 20%; text-align: center; color: red;">Insert</td> <td style="width: 20%; text-align: center; color: red;">ARF/Local</td> <td style="width: 20%; text-align: center; color: red;">Insert</td> <td style="width: 20%; text-align: center; color: red;">Insert</td> </tr> </table> <ul style="list-style-type: none"> ▪ A CV of personnel member no more than two (2) A4 pages for each Contractor Personnel nominated in the Personnel Register above. ▪ Up to five (5) Past Experience Statements of no more than one (1) A4 page each detailing relevant skills and experience of the bidder to provide the services. <p>Note:</p> <ul style="list-style-type: none"> - Bidders should list nominees for all positions to form part of this bid in the format of the table above. - Bidders may add other project based/administration positions if needed as long as the maximum nominated budget is not exceeded; and - Bidders must attach the CV of all listed/nominated persons <ul style="list-style-type: none"> ▪ Financial Proposal (IDR 350 million – IDR 450 million): <ul style="list-style-type: none"> - A Management Fee to cover overheads, margins and profits. - A remuneration rate for the nominated adviser nominated in the Contractor Personnel Register. For all international advisers, the remuneration rates must be within the range specified in DFAT’s Adviser Remuneration Framework. Please refer to: https://www.dfat.gov.au/about-us/publications/adviser-remuneration-framework. The reference rate is MRP. Premium rates will not be permitted. - Reimbursable Operational Cost: Prospera will pay to the bidder selected company reimbursable expenses incurred by the bidder for the delivery of the Services. The bidder should detail these costs in their cost proposal. - A Value for Money Analysis (narrative of 1-2 pages) that covers the 4 key criteria of VFM including Effectiveness, Economy, Efficiency, Ethics. For more information about DFAT VFM principles, please check: Value for Money principles Australian Government Department of Foreign Affairs and Trade (dfat.gov.au) <p>The proposal must be valid for minimum of 90 days from the date of closure of application. The quotation must include all required documents, declarations and exhibits as well as full details of prices.</p> | Insert | Insert | ARF/Local | Insert | Insert |
| Insert | Insert | ARF/Local | Insert | Insert | | | |
| Required Attachment to the Technical Proposal | | | | | | | |
| 9 | Attachment 1: Due Diligence Form | <p>Tenderers/prospective grantees/sub-contractors must complete the Due Diligence Preliminary Statement as part of the Request for Tender (RFT) / Request for Proposal (RFP) / Request for Quotation (RFQ). This provides DT Global with an initial partner risk profile but is not part of the tender/proposal evaluation scoring.</p> <p>The <u>preferred tenderer/bidder/grantee</u> will be required to complete a Due Diligence Assessment before a contract/grant agreement is signed. This must be supported by evidence that DT Global can verify.</p> <p>The Due Diligence Assessment template should be included in the proposal package for information only. It is used to form a risk assessment of the successful partner and, where necessary, to build additional safeguards into the activity agreement and implementation.</p> <p>Please refer to Annex B for the form to be filled in.</p> | | | | | |



| | | Detailed information can be found via the link: https://dfat.gov.au/about-us/publications/Documents/due-diligence-framework.pdf | | | | | | | | | | | | | | | |
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| Procurement Process | | | | | | | | | | | | | | | | | |
| 10 | Evaluation Methodology | <p>Prospera will conduct an assessment of Technical Proposals. The Technical Proposal will be evaluated against the following criteria:</p> <table border="1"> <thead> <tr> <th>Evaluation Category</th> <th>Selection Criteria</th> <th>Weight</th> </tr> </thead> <tbody> <tr> <td>Experience</td> <td> <ul style="list-style-type: none"> Minimum of three years of proven experience in designing and carrying out market surveys, especially through phone interviews, for a variety of governmental and non-governmental clients. Well established systems and processes in place to manage confidential data. The Contractor must supply links to work samples demonstrating relevant previous productions in addition to two references from previous clients. Proven track record of high-quality research results that meet clients' standards. </td> <td>25%</td> </tr> <tr> <td>Approach</td> <td>The approach/methodology of the tenderer to deliver the Services as required in the Terms of Reference with ability to operate under strict time limits and apply high production and technical standards for the purpose of maintaining high level of professionalism.</td> <td>30%</td> </tr> <tr> <td>Team Composition</td> <td> <p>Team composition will possess strong qualifications and experience.</p> <p>Team surveyors with a good command of written and spoken Bahasa Indonesia.</p> </td> <td>25%</td> </tr> <tr> <td>Financial</td> <td>Based on Section 8 above and Value for Money analysis</td> <td>20%</td> </tr> </tbody> </table> | Evaluation Category | Selection Criteria | Weight | Experience | <ul style="list-style-type: none"> Minimum of three years of proven experience in designing and carrying out market surveys, especially through phone interviews, for a variety of governmental and non-governmental clients. Well established systems and processes in place to manage confidential data. The Contractor must supply links to work samples demonstrating relevant previous productions in addition to two references from previous clients. Proven track record of high-quality research results that meet clients' standards. | 25% | Approach | The approach/methodology of the tenderer to deliver the Services as required in the Terms of Reference with ability to operate under strict time limits and apply high production and technical standards for the purpose of maintaining high level of professionalism. | 30% | Team Composition | <p>Team composition will possess strong qualifications and experience.</p> <p>Team surveyors with a good command of written and spoken Bahasa Indonesia.</p> | 25% | Financial | Based on Section 8 above and Value for Money analysis | 20% |
| Evaluation Category | Selection Criteria | Weight | | | | | | | | | | | | | | | |
| Experience | <ul style="list-style-type: none"> Minimum of three years of proven experience in designing and carrying out market surveys, especially through phone interviews, for a variety of governmental and non-governmental clients. Well established systems and processes in place to manage confidential data. The Contractor must supply links to work samples demonstrating relevant previous productions in addition to two references from previous clients. Proven track record of high-quality research results that meet clients' standards. | 25% | | | | | | | | | | | | | | | |
| Approach | The approach/methodology of the tenderer to deliver the Services as required in the Terms of Reference with ability to operate under strict time limits and apply high production and technical standards for the purpose of maintaining high level of professionalism. | 30% | | | | | | | | | | | | | | | |
| Team Composition | <p>Team composition will possess strong qualifications and experience.</p> <p>Team surveyors with a good command of written and spoken Bahasa Indonesia.</p> | 25% | | | | | | | | | | | | | | | |
| Financial | Based on Section 8 above and Value for Money analysis | 20% | | | | | | | | | | | | | | | |
| 11 | Submission Requirement and Closing Date | <p>The bidders must provide a straightforward, complete, and concise description of the firm's capability to meet the requirements of this RFQ. The proposals consist of:</p> <ol style="list-style-type: none"> 1) Technical Proposal 2) Financial Proposal <p>All submissions must be received in electronic copy, by email to jeane.anata@prospera.or.id no later than Friday, 7 October 2022, 5 PM (Jakarta time).</p> | | | | | | | | | | | | | | | |



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| 12 | Questions | <p>All inquiries regarding the submission of a proposal must be made in writing and submitted by email to jeane.anata@prospera.or.id no later than Wednesday, 28 September 2022, 5 PM Jakarta time.</p> <p>Questions and requests for clarification and the responses that Prospera believes may be of interest to others will be circulated to all RFQ recipients.</p> <p>Only the written answers issued by Prospera will be considered official and carry weight in the RFQ process and subsequent evaluation. Any verbal information received from employees of Prospera, DT Global or any other entity <u>should not</u> be considered as an official response to any questions regarding this RFQ.</p> |
| 13 | Selected Bidder | <p>The award will be made to a responsible tenderer whose offer follows the RFQ instructions, meets the eligibility requirements, and meets or exceeds the minimum required technical specifications, and is judged to be the best value for money based on solid approach/methodology, strong team composition, relevant experience, and price.</p> <p>Best-offer quotations are requested. It is anticipated that award will be made based on the original quotations and technical proposal. However, Prospera reserves the right to conduct any of the following:</p> <ul style="list-style-type: none">- Prospera may conduct negotiations with and/or request clarifications from any bidder prior to award.- Prospera may cancel this RFQ at any time. <p>Please note that in submitting a response to this RFQ, the bidder understands that any protest hereunder must be presented—in writing with full explanations—to Prospera for consideration. Prospera, at its sole discretion, will make a final decision on the protest for this procurement.</p> |
| 14 | Instructing Officer | <p>Please submit proposals and questions by email to:</p> <p>Name: Jeane Anata P. Position: Work Unit Manager - Procurement and Facility Service Email: jeane.anata@prospera.or.id</p> |
| RFQ Document Annexure | | |
| 15 | Annex A | Terms of Reference |
| 16 | Annex B | Due Diligence Template |
| 17 | Annex C | Form of Contract (for review only) |



Annex A: Terms of Reference

SME Tax Reform Survey

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|-------------------------------------------------------------|------------------------------------------------------------------------------------|
| National or DFAT Remuneration Framework:¹ | Think tank/research organization/consultancy firm |
| Counterparts: | Directorate General of Tax and the Fiscal Policy Agency of the Ministry of Finance |
| Work Location: | Indonesia |
| Reports to: | Lead Advisor – Revenue TA |
| Duration of inputs: | September – October 2022 |
| Budget source: | BT 3.1 Revenue |

Summary

An important issue in the ongoing reform debate concerning broadening the base of income taxation in Indonesia is the tax treatment of micro, small, and medium-sized enterprises (MSMEs)—particularly assessing the impact of the reform proposals to significantly reduce the present threshold below which businesses are taxed on their turnover under a ‘deemed’ income tax system. Prospera seeks to recruit a think tank/research organization/consultancy firm (hereafter written as ‘The Contractor’) to conduct a series of surveys on the panel of MSMEs in Indonesia. Prospera, in partnership with key Government of Indonesia (GoI) agencies, is aiming to explore the MSMEs’ responses to the reform proposal. This will serve as the primary empirical evidence of analysis in supporting the GoI in designing the policy reform for MSMEs’ taxation, in particular:

(1) Assessing the popularity of the reform proposal among business owners of MSMEs in Indonesia eliciting the ideal reform scenario (level of the new threshold), and identifying the complementarity reform package needed in the forms of policy support to MSMEs on the spending side. The survey will provide a baseline assessment of how ready MSMEs are in facing the reduced the present threshold of the income tax as well as the VAT (Value-Added Tax) and their preference about how the reform should be carried out. The result will serve as empirical evidence that is needed for designing an effective public communication and reform narrative in general.

(2) Testing behavioural responses by MSMEs of various reform scenarios on the ground with an experiment in the field during the survey. The experimental design will provide empirical evidence for the Directorate General of Tax and the Fiscal Policy Agency of the Ministry of Finance on what works and does not work in persuading tax subjects to support the reform proposals. This will be used as input for designing the MSMEs tax reform proposal in the medium-term.

The Contractor will carry out a phone interview to gather the information needed from the respondents, data entry, and data clearing. The Contractor must have: (a) a track record of delivering high-quality surveys for other private and public agencies; (b) robust systems and processes in place to maintain the confidentiality of personal data; and (c) demonstrate value for money.

Interested organisations should submit their expression of interest including approach and budget proposal. Indonesia-based think tank/research organization/consultancy firms that meet the selection criteria will be considered. Prospera and its counterparts will closely monitor the assignment.

¹ To be negotiated with the preferred candidate based on skills and experience and within funding limits.



Background

Prior to 1 July 2013, MSMEs could choose to determine their tax liability based on a presumptive or deemed net profit (*norma penghitungan*). The deemed net profit was determined as a percentage of the gross turnover. The deemed profit margins were determined for different business activities operating in different locations *i.e.*, province capital/urban/rural (see Appendix D).

Effective 1 July 2013, certain small enterprises (both sole proprietors and corporations) with a total annual gross turnover from all business activities of less than IDR 4.8 billion became eligible for the small-enterprise tax regime. Under this tax regime, eligible taxpayers were initially taxed at 1% of their gross turnover, not based on the taxable profits under the normal regime. Starting 1 July 2018, the tax rate was reduced to 0.5%. Individuals are eligible for this reduced tax rate for up to 7 years. However, taxpayers may opt for the normal tax regime. Under this regime, the collection of MSMEs turnover tax stays at the level of IDR 5 to 6 trillion per year.

Reducing the existing threshold for turnover taxes, for example to IDR 2.5 billion as per our proposal or any other lower level, may substantially increase the number of income taxpayers and the overall collection of income tax (as well as under VAT, assuming a uniform threshold). For example, our simulation with a model developed based on Economic Census 2016 data with the scenario of imposing a normal CIT rate for segment between IDR 2.5 and 4.8 billion results in potential revenue of IDR 31.12 trillion (0.2% GDP). While this reform potentially will have significant positive consequences, it also further raises concerns about how to properly design and implement the reform.

The small-enterprise tax regime should encourage businesses to grow and graduate into the standard income tax regime, as well as safeguarding against abuses. The implementation of this policy must be supplemented with an extensive taxpayer education program and suitable non-tax incentives to promote voluntary compliance and economic development of the sector. The key questions are: what is the ideal reform sequence, including how to educate the public and MSMEs in particular?

A systematic survey is needed to identify how MSMEs respond to the reform proposal, how they adjust their business, and what is needed to smooth the sequence of reform stages. This survey will also fill the gap in existing surveys mainly to lay out baseline responses to the MSMEs tax reform proposal. Most importantly, by conducting a longitudinal survey, the dynamic of the responses can be measured and enable the government to gain a complete perspective of the reform impacts.

Given the immediate needs of the survey, a preferred method has been identified, that is to survey firms listed in the Economic Census 2016. A combination between least cost and probability sampling with adequacy requirement will be used to determine the sample size.

Survey Methodology

The data collection will be through phone call interviews. The data collection is to be conducted in September-October and is expected to take up to 20 calendar days. Prospera has prepared the final draft of the questionnaire.

Scope of Services

The key roles and responsibilities of the Contractor will be the following:

- **Preparation:** Work with Prospera's Revenue thematic area and its counterparts to set up any preparation before running the survey. Train enumerators to ensure there is a clear and common understanding of how to administer the questionnaire, and protocol for securing informed consent from each participant will be strictly followed.
- **Implementation:** Roll out the survey via phone interview and validate the veracity and quality of data. The duration of the survey will not exceed 20 calendar days.



- **Data entry and data clearing:** Use relevant software to enter and validate all responses elicited through the survey.
- **Results:** Document the data in the format of .csv, .xlsx, or .dta, and submit it through a secure method to Prospera.

In addition to these formal deliverables, the Contractor is expected to regularly communicate with the relevant staff from Prospera's Macro, Fiscal and Financial Stability team on progress and seek input where required.

Output/Deliverables

The Contractor is expected to deliver the following outputs over the term of the contract to the satisfaction of Prospera:

- **Output 1: Inception Report.** This should include a detailed timeline and workplan for the survey, training of enumerators, and protocol to be followed for securing informed consent from all respondents.
- **Output 2: Survey result data.** The Contractor should submit the survey data to Prospera within 7 calendar days after the completion of the survey in the format of .csv, .xlsx, or .dta.
- **Output 3: Final report.** This covers the documentation of the process.

In addition to the above formal deliverables, the Contractor shall also produce:

- **Reports for Weekly Status Meetings** and inputs to the Revenue Thematic Area Weekly Progress Reports. The weekly status report should be reported to the Principal Adviser on a timely basis and include, among other things, progress of the survey, activities to be followed up, risks and their mitigation, as appropriate.

Selection Criteria – Qualifications and Experience

The Contractor will possess strong qualifications and experience to deliver the expected outputs:

- Minimum of **three years of proven experience** in designing and carrying out market surveys, especially through phone interviews, for a variety of governmental and non-governmental clients. Well established systems and processes in place to manage confidential data. The Contractor must supply links to work samples demonstrating relevant previous productions in addition to two references from previous clients.
- Proven track record of **high-quality** research results that meet clients' standards.
- Ability to operate under **strict time limits and apply high production and technical standards** for the purpose of maintaining high level of professionalism;
- Surveyors with a good command of written and spoken **Bahasa Indonesia**.

Sample size

The sample size required to be collected is 1,500 enterprises that are taken from the Economic Census 2016 listing. The minimum sample size is obtained from a calculation with assumptions of: total population size of 26 million, proportion of population that have attributes is 0.0015, standard error of 0.001, and confidence interval level of 95%. The distribution of the samples by geography (provinces) that follow the Economic Census 2016 population distribution is the following:

Table 1. Sample distribution by province

| Province | Total sample | % | Province | Total sample | % |
|---------------|--------------|------|--------------------|--------------|------|
| Aceh | 24 | 1.62 | West Nusa Tenggara | 33 | 2.23 |
| North Sumatra | 66 | 4.42 | East Nusa Tenggara | 25 | 1.65 |
| West Sumatra | 33 | 2.23 | West Kalimantan | 17 | 1.12 |
| Riau | 29 | 1.95 | Central Kalimantan | 13 | 0.89 |
| Jambi | 18 | 1.19 | South Kalimantan | 27 | 1.77 |



| | | | | | |
|-------------------------|-----|-------|--------------------|--------------|------------|
| South Sumatra | 37 | 2.47 | East Kalimantan | 17 | 1.15 |
| Bengkulu | 11 | 0.75 | North Kalimantan | 3 | 0.2 |
| Lampung | 44 | 2.96 | North Sulawesi | 17 | 1.12 |
| Bangka Belitung Islands | 7 | 0.48 | Central Sulawesi | 19 | 1.3 |
| Riau Islands | 8 | 0.56 | South Sulawesi | 53 | 3.51 |
| Jakarta | 66 | 4.41 | Southeast Sulawesi | 16 | 1.07 |
| West Java | 262 | 17.43 | Gorontalo | 9 | 0.6 |
| Central Java | 237 | 15.75 | West Sulawesi | 8 | 0.52 |
| Yogyakarta | 30 | 2 | Maluku | 8 | 0.57 |
| East Java | 263 | 17.53 | North Maluku | 5 | 0.31 |
| Banten | 54 | 3.62 | West Papua | 4 | 0.28 |
| Bali | 27 | 1.78 | Papua | 9 | 0.57 |
| | | | Total | 1,500 | 100 |

Overview of Prospera

Prospera is a partnership facility between the Government of Australia (through the Department of Foreign Affairs and Trade) and the Government of Indonesia. It aims to foster strong, sustainable and inclusive economic growth and public sector in Indonesia. Commencing from 1 March 2018, Prospera draws together the former Government Partnership Fund (GPF) and Australia Indonesia Partnership for Economic Governance (AIPEG).

Prospera aims to achieve three “breakthrough” outcomes:

- Expanding markets, creating jobs (Better regulation for private sector growth; More open trade and investment; Safe and efficient transport to move people and goods).
- Safeguarding economic and financial stability (Better framework to deliver macro and financial stability; Increased supervision and regulation of the financial sector; Combatting financial crime).
- Improving public finances and government performance (More revenue through better tax administration and policy; More effective public spending with better budget systems; Greater transparency and accountability of government).

The following standard requirements apply for all PROSPERA team members

Confidentiality

Due to the sensitivity of much of the information the position will encounter, there is an obligation, pursuant to the contract of engagement to maintain full confidentiality of information and to not disclose this to third parties without the express written approval of Prospera. In some cases, a separate confidentiality agreement may be required authorising the review of sensitive material.

Conflict of Interest

The firm or team members will use their best endeavours to ensure that a situation does not arise which may result in a conflict of interest. Where a conflict of interest or a potential conflict of interest arises in the performance of the obligations under this Terms of Reference, the firm or team member must immediately notify the Chief of Operations



Knowledge and Performance

The firm or team member will support Prospera's Knowledge and Performance team through reporting and communication products for knowledge capture and learning purposes. The team member will also support monitoring and evaluation through the supply of high-quality data, participation in data collection methods and case studies that may arise from the inputs.

Diversity and Inclusion

Prospera recognises the importance of embracing workplace diversity, specifically valuing the unique qualities, attributes, skills, and experience all employees bring to the workplace. Prospera is committed to supporting a positive work environment based on respect. These values should be reflected in the function and behaviour of all team members.

Code of Conduct

The firm or team member is to conduct themselves in a manner consistent with the *Public Service Act 1999* (Cth), (including the Australian Public Service Values and Employment Principles, and Code of Conduct) and the employer's professional standards.

Policy Compliance

The firm or team member will work within Department of Foreign Affairs and Trade policy and Prospera guidelines on gender, child protection, poverty, the environment, human rights, and governance



Annex B: Due Diligence Template

• Due Diligence Preliminary Partner Statement

This assessment must be completed before a contract between DT Global Asia Pacific Pty Ltd (DT Global) and a downstream partner (e.g. subcontractor / grantee) is signed or an association is entered into. This must be done regardless of the procurement / grant making method (e.g. sole sourced, restricted, open). While a potential partner may have recently undergone a relevant third-party due diligence assessment or accreditation (e.g. for NGO accreditation, multilateral / government / university funding), this does not mean it aligns to DT Global’s due diligence criteria and therefore DT Global cannot waive due diligence assessment requirements. DT Global must ensure it can assess and verify a partner’s ability to meet DT Global’s risk requirements. However, on a case-by-case basis, DT Global may be able to use these third-party assessments to inform our due diligence where DT Global is satisfied the accreditation covers the risk/s of the work to be undertaken.

The assessment is not intended to preclude partners; rather it is used to identify gaps in a partner’s ability to either deliver on the scope or to meet policy requirements. Gaps may be closed through the use of controls, additional contract/grant agreement clauses, adjustments to scope of work/grant proposal and basis of payment, performance guarantees, commitments to adopt policy, or additional resources (see below – ‘Follow up actions’). If gaps cannot be closed, then the next preferred partner should be considered.

See the [Due Diligence Guidance Note](#) and the [Due Diligence Preliminary Partner Statement](#).

• Details

| | |
|-----------------------------|--------------------------------|
| Name of organisation | |
| Registration # | Country of registration |

• Due Diligence Baseline Criteria: Preliminary Partner Statement

| Due Diligence Criteria and Questions | Proposed Partner Response | |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| | Yes / No | List of evidence that may be checked if notified as preferred partner; or a brief statement if required |
| 1. Entity Details | | |
| The proposed partner confirms it is a legal entity. | Choose an item. | e.g. registration certificate and number; legal entity structure; board minutes; bank details. |
| 2. Past Performance | | |
| The proposed partner can demonstrate relevant past performance with good performance outcomes. | Choose an item. | e.g. list of previous relevant projects; annual reports; client performance assessment reports. It is expected the rft will include comprehensive information in their proposal, so only brief information is required here. |
| 3. Fraud Control / Anti-Corruption | | |
| The proposed partner confirms it has measures in place to deal with the risk of fraud, bribery and corruption. | Choose an item. | e.g. fraud / ant-corruption policies, procedures and tools; financial policies; induction and training programs; conflict of interest policies and/or registers. |
| The proposed partner confirms it is willing to adhere to DT Global’s fraud and anti-bribery policies. | Choose an item. | Note these can be made available upon request. |
| The proposed partner confirms it is not currently, nor has been over the last two years, the subject of a fraud or corruption related investigation by external parties (external parties may include national authorities | Choose an item. | If the subject of a recent such investigation, include a brief statement on details. |



| Due Diligence Criteria and Questions | Proposed Partner Response | |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| | Yes / No | List of evidence that may be checked if notified as preferred partner; or a brief statement if required |
| including police, multilateral organisations and other donors or implementing partners). | | |
| 4. Sanctions List / Counter-Terrorism | | |
| The proposed partner confirms it (or any subsidiary or parent entity), nor any of its personnel, are not included on any national or international sanctions list (including but not limited to UKPTO: World Bank List ; ADB Sanctions List ; Australian National Security website ; DFAT's consolidated list ; UK's Proscribed Terrorist Organisations). | Choose an item. | If Yes to any, include a brief statement on details. |
| 5. Integrity Systems | | |
| The proposed partner confirms it has integrity systems in place to recruit/procure staff and suppliers that are qualified and of good character. This includes undertaking due diligence of its suppliers/contractors. | Choose an item. | e.g. recruitment and procurement policies and procedures; conflict of interest policies, criminal record checks. |
| The proposed partner confirms it has processes in place to ensure staff and any proposed partners are appropriately trained and performance managed. | Choose an item. | e.g. Code of Conduct; training programs; performance management policies and procedures; grievance procedure; whistle-blower policy. |
| 6. Child Protection | | |
| The proposed partner confirms it has policies and procedures in place to deal with the risk of child exploitation and abuse. | Choose an item. | e.g. child protection policy and procedures; Code of Conduct; child protection risk assessments. |
| The proposed partner confirms it is willing to adhere to DT Global's Child Protection Policy and Procedures. | Choose an item. | Note these can be made available upon request. |
| 7. Safeguarding, including Preventing Sexual Exploitation, Abuse and Harassment | | |
| The proposed partner confirms it has policies and procedures in place to deal with the risk of sexual exploitation, abuse and harassment. | Choose an item. | e.g. preventing sexual exploitation, abuse and harassment policy and procedures; Code of Conduct; sexual exploitation risk assessments. |
| The proposed partner confirms it is willing to adhere to DT Global's Preventing Sexual Exploitation, Abuse and Harassment Policy and Procedures. | Choose an item. | Note these can be made available upon request. |
| 8. Security Arrangements | | |
| The proposed partner confirms it has policies and procedures in place to manage security risks associated with its operations and will be responsible for the security arrangements of staff and suppliers/sub grantees within its control. | Choose an item. | e.g. security plan or procedures; subscriptions to travel/security provider/alerts. |
| The proposed partner confirms it is willing to adhere to DT Global's security policies, procedures and directions relevant to the activity. | Choose an item. | Note these can be made available upon request. |
| 9. Work Health and Safety | | |
| The proposed partner confirms it has policies and procedures in place to manage the health and safety risks associated with its operations and will be responsible for the health and | Choose an item. | e.g. health and safety policies and procedures; relevant risk assessments; health and safety plans; workers compensation insurance policy; travel/medical insurance policies. |



| Due Diligence Criteria and Questions | Proposed Partner Response | |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------|---------------------------------------------------------------------------------------------------------------------------------------|
| | Yes / No | List of evidence that may be checked if notified as preferred partner; or a brief statement if required |
| safety of its staff and suppliers/sub grantees within its control. | | |
| The proposed partner confirms it complies with the health and safety laws in the jurisdiction it is working in, and will comply with all relevant health and safety laws in the jurisdiction of this activity. | Choose an item. | e.g. Legal register; workers compensation policy. |
| The proposed partner confirms it is willing to adhere to DT Global's health and safety policies and procedures and will provide all reasonable assistance in any health and safety review or investigation. | Choose an item. | Note these can be made available upon request. |
| The proposed partner confirms it will take out all relevant insurances to cover its obligations if it is the preferred partner. | Choose an item. | e.g. certificates of currency for professional indemnity, public liability, workers compensation insurance, travel/medical insurance. |

- **Declaration**

I _____ [print name]

_____ [print position title] declare the following:

I am duly authorised to provide this information on behalf of _____ [print organisation name] and the information provided is true and correct.

| Name and Position | Signature | Date |
|-------------------|-----------|------|
| | | |

Annex C: Form of Contract

Subcontractor Agreement

<Use this template for “Old DFAT terms” head contracts>

Between

DT Global Asia Pacific Pty Ltd

ACN: 006 170 869

and

Subcontractor

ACN #

Agreement Number: Agreement Number

Important:

- For advice on which contract template to use please refer to [QMS Contract Summary Table](#).
- Once contract is ready to be issued, turn track changes off, highlight all and press F9. This will update all cross-references and the table of contents
- This template is to be used only for contracting subcontractor companies (not individuals) on DFAT projects.
- Notes in **red** are for information and are to be deleted as part of the review process noted below.
- This Agreement is to be reviewed in ‘**Track Changes**’ prior to being sent to the subcontractor.
- Notes in **blue** indicates information required / filled in
- The PSO must consult with the PD/PM when drafting **Schedule 4 Basis of Payment** wording, specifically around LTA/STA/Adviser Support Costs
- Additional Rules for Tenancy Refurbishments: All insurances **MUST** be provided to DT Global prior to any contract being signed (Group Legal requirement, and [Contractor Safety Booklet](#) to be tailored to project and sent as part of contracting package.

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Agreement Details

Do not alter Items 1–22 – If they are not relevant simply note 'Not Applicable'

| Item No. | Description |
|-------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Item 1 Agreement Number | # |
| Item 2 Project Title | Project Title |
| Item 3 Client | DT Global Asia Pacific Pty Ltd |
| Item 4 Donor | Department of Foreign Affairs and Trade (DFAT) |
| Item 5 Contractor | Contractor including ACN or overseas equivalent business identifier |
| Item 6 Specified Contractor Personnel | Please refer to Schedule 4 of this Agreement |
| Item 7 Contractor's Contact Details | Name Tel Email address |
| Item 8 Partner Country | Partner Country |
| Item 9 Location | Location may include home base as well |
| Item 10 Start Date | On or about dd/mm/yyyy |
| Item 11 Finish Date | On or about End Date dd/mm/yyyy |
| Item 12 Term refer also Clause Error! Reference source not found. Schedule 1 | Term |
| Item 13 No. of Inputs refer also Clause Error! Reference source not found. Schedule 1. | Inputs |
| Item 14 Paid Leave Allowances refer also Clause Error! Reference source not found. Schedule 1 | Where consecutive inputs longer than 6 months (i.e. Long Term Advisers): <ul style="list-style-type: none"> • Annual leave allowance of 20 working days per annum pro-rata, as set out in Schedule 1; and • Annual personal leave allowance of up to 10 working days per annum pro rata, as set out in Schedule 1. Where consecutive inputs less than 6 months duration (ie Short Term Advisers) – none. |
| Item 15 Contractor's Country of Registration | Contractor's country of registration |
| Item 16 Specified Personnel Point of Origin | Point of origin of Specified Contractor Personnel |
| Item 17 DT Global Manager | Relevant Business Unit Manager or Head of Region |
| Item 18 Team Leader or equivalent | Team Leader (or equivalent) |
| Item 19 Project Director or equivalent | Project Director (or equivalent) |
| Item 20 Project Manager or equivalent | Project Manager or equivalent |
| Item 21 Project Support Officer | Project Support Officer |

| | |
|---------------------------------------------------------|--|
| Item 22 Add as necessary or else delete this row | |
|---------------------------------------------------------|--|

Standard Terms and Conditions

1. The Parties

1.1 This Subcontractor Agreement sets out the terms and conditions under which DT Global Asia Pacific Pty Ltd and ACN 006 170 869 engages **Contractor** and **ACN** to perform the Services in relation to the Project noted at **Item 2** of the **Agreement Details**. For the purposes of this Agreement, DT Global Asia Pacific Pty Ltd will be referred to as 'DT Global or 'we' or 'our' or 'us' and **Contractor** as 'Contractor' or 'Contractor Personnel' or 'your Personnel' or 'Consultant' or 'you' or 'yours' or 'they'.

2. The Agreement

2.1 This Agreement consists of:

- (a) the **Agreement Details**, which summarise details unique to this Agreement;
- (b) the **Standard Terms and Conditions** on which we engage you; and
- (c) the **Schedules**, which contain Project Specific and/or Donor Requested Terms and Conditions, Definitions and Interpretations, Scope of Services for the Assignment, Basis of Payment as well as other explanatory notes and documents as may be required by our Donor (**DFAT**).

2.2 Should this Agreement contain any discrepancy, ambiguity or inconsistency then the order of precedence of those documents forming this Agreement listed at **Clause 2.1** above shall apply to resolve the discrepancy, ambiguity or inconsistency.

2.3 For the purposes of this Agreement and unless the context otherwise requires:

- (a) words importing the singular include the plural and vice versa;
- (b) words of the masculine gender include the feminine and vice versa;
- (c) where a word or phrase is given a particular meaning, other parts of speech or grammatical forms of that word or phrase have corresponding meanings;
- (d) a reference to DT Global includes our successors and permitted assigns;
- (e) a reference to Project includes Programs and vice versa;
- (f) paragraph headings are for reference only and will not affect the interpretation of this Agreement; and
- (g) a reference to a person will be construed and taken to be a reference to an individual, partnership, body corporate, trust or governmental department or instrumentality (whether Federal, State or local) and whether incorporated or not.

3. The Assignment

3.1 You agree to satisfactorily perform the Assignment:

- (a) at the Location noted at **Item 9** of the **Agreement Details**;
- (b) in accordance with the Scope of Services at **Schedule 3**;
- (c) on the terms set out, and as amended by the Parties from time to time; and
- (d) with the level of care, skill, competence, and diligence expected of a professional experienced in carrying out the type of services required.

3.2 Unless otherwise stated in this Agreement, you, your Personnel and any subcontractors acknowledge that this assignment is non-exclusive.

3.3 The Assignment will be undertaken in the name of DT Global and you, your Personnel and any subcontractors will observe the professional standards which we require. You, your Personnel and any subcontractors will not represent yourself as being an employee, partner or agent of DT Global, our Donor (**DFAT**), or of the Commonwealth of Australia.

3.4 You, your Personnel and any subcontractors will complete the Assignment within the Term noted at **Item 12** of the Agreement Details. If the Assignment is not completed within the Term noted, you, your Personnel and any subcontractors will continue to work without delay to complete the Assignment in accordance with this Agreement, however your entitlement to Remuneration will cease on expiry of the Term.

3.5 Where DT Global considers that a delay has arisen, in whole or in part, because of an act or omission on the part of DT Global, the Donor, or other actors outside the Contractor's reasonable control, DT Global may, by notice in writing to the Contractor, extend the time for performance of the relevant obligation of the Contract to the extent of the delay.

3.6 You, your Personnel, your subcontractors and any accompanying dependants agree to conduct yourself or themselves in a way that maintains friendly relations between us, our Donor counterpart agencies, the government and people of the Partner Country. You will not make any public statement that may adversely reflect on us, our Donor, Donor, counterpart agencies or the government and people of the Partner Country.

3.7 You, your Personnel and any subcontractors agree to comply with our procedures and instructions relating to the Project, working conditions, welfare and security.

3.8 You acknowledge that at the time of entering into this Agreement You (including your Related Entities), your personnel, your subcontractors are not:

- (a) listed on or subject to any formal or informal investigations or proceedings relating to the World Bank List or a Relevant List;
- (b) temporarily suspected from tendering for World Bank or other donor development contracts;
- (c) named by the Director of Workplace Gender Equality in a report to the responsible Minister as an employer currently not complying with the reporting requirements of the *Workplace Gender Equality Act 2012 (Cth)*; and
- (d) associated with organisations and/or individuals associated with terrorism.

3.9 You must:

- (a) notify DT Global immediately if you or your Personnel become aware of any security incident, Cyber Security Incident or security breach and comply with all DT Global directions to rectify the security issue, which may include notifying the Australian Cyber Security Centre of any other relevant body;
- (b) participate in security reviews of your procedures at least annually as requested by DT Global and participate in any security audit in relation to the Agreement, providing full co-operation to DT Global or its independent auditors, including the Australian National Audit Office.

3.10 You must inform DT Global immediately if you become aware of any issue that may affect your performance of, or compliance, with this Agreement.

4. Basis of Payment

4.1 The Basis of Payment is set out in at **Schedule 4**.

4.2 The Fee is fixed for the Term. The Fee shall not be varied or changed in the event that an Item that comprises the Fee in **Schedule 4** is subject to rise or fall in accordance with a change in law or other statutory obligation imposed on you.

4.3 Subject to **Clause 3.4** above, your entitlement to payment of the Fee begins on the Start Date and finishes at the expiration of the Term.

4.4 If your Personnel's accrued leave has not been taken before the expiration of the Term, you will not be entitled to further payments of the Remuneration after the last day of the Term. If accrued Leave has not been taken before the expiration of the Term, you will not be

- entitled to further payments of the Fee after the last day of the Term.
- 4.5 The Fee is inclusive of any overtime or penalty or other allowances payable by us to you, your Personnel, or your subcontractors.
- 4.6 Unless stated otherwise in **Schedule 4**, all payments made by us will be made in the currency of the Agreement between us and our Donor.
- 4.7 Allowances will be paid in accordance with the provisions set out in the Agreement.
- 4.8 We may adjust the payments under **Schedule 4** at any time if we reasonably believe that you or your Personnel or your subcontractors have:
- been delayed through Reasons Beyond Your Control;
 - not performed any part of the Scope of Services in a timely and proper manner;
 - otherwise failed to comply with your obligations; or
 - been overpaid.
- 4.9 We may at any time offset any amount due for payment by us to you against any amount due for payment by you to us.
- 4.10 Unless agreed otherwise we will pay the Fee to one bank account nominated by you.
- 4.11 We will transfer to your nominated bank account the Fee in accordance with the Basis of Payment set out in **Schedule 4**.
- 5. Taxation and Income Tax**
- 5.1 Unless agreed otherwise you are responsible for payment of any and all taxes, levies and other Government charges that may apply within or outside your Country of Registration.
- 5.2 We will withhold funds from your Fee where required under the laws of Australia or another country.
- 5.3 You will indemnify us for any costs that we may incur in the Partner Country or your Country of Registration in relation to your failure to meet any assessment or penalty under any applicable tax legislation.
- 6. Medical, Dental, Evacuation and Travel Insurance**
- 6.1 In connection with the performance of the Services, you, your Personnel and your subcontractors must have and maintain during the Term the following valid and enforceable insurance policies:
- adequate medical and dental insurance for persons who are engaged to operate outside their country of permanent residence;
 - adequate insurance for medical evacuation and evacuation resulting from an insured event; and
 - adequate general travel insurance.
- 6.2 You acknowledge that:
- we are not qualified to advise you or your Personnel or your subcontractors in relation to what vaccinations and medications may be necessary during this Assignment;
 - you or your Personnel or your subcontractors have sought their own medical advice from a qualified medical practitioner regarding vaccination and medical requirements which may be necessary during the Assignment;
 - we will not be held liable for any failure or omission to inform you or your Personnel or your subcontractors of any possible health risks which may affect them during the Assignment;
 - where an act or omission of yours or your Personnel or your subcontractors results in an insurer denying cover under any policy or causes any insurance to be voided, we will have no liability to you, or your Personnel or your subcontractors, or any accompanying dependant persons for any loss or damage incurred;
 - you are responsible for any medical, hospital and dental expenses incurred as a result of injuries or accidents; **Check against Head**
- Contract if provided under DFAT ARF Adviser Support Costs.**
- (f) we will not be responsible for the payment of health insurance premiums or medical, hospital or dental expenses for you, your Personnel or your subcontractors; **Check against Head Contract if provided under DFAT ARF Adviser Support Costs.**
- (g) you are responsible for arranging all insurances relating to you, your Personnel and any subcontractors, their dependants and property; and
- (h) you will be liable for the cost of all inoculations, vaccinations and medications, whether compulsory, recommended or otherwise.
- (i) You are responsible for the cost of any other medical, dental, evacuation and travel insurances you, your Personnel and your subcontractors may require that are additional to those specified in this Agreement.
- 7. Expenses and Travel**
- 7.1 We will reimburse you for those expenses listed in **Schedule 4** on the proviso that appropriate documentation of the expenditure (as required by us and/or our Donor and noted in **Schedule 4**) is provided with your invoice. No expenses other than those in **Schedule 4** will be reimbursed.
- 8. Resources and Computer Viruses**
- 8.1 Unless otherwise advised by us, you must provide all necessary equipment to perform the services under this Agreement.
- 8.2 You will take all reasonable steps to ensure that all electronic data (e.g. disks, electronic mail and attached documents) sent to us whether using your own equipment, or equipment provided by the Project, or third party equipment are clear of any computer viruses or similar which could cause file and system attacks.
- 9. Subcontracting**
- 9.1 You must not assign the benefit and obligations nor subcontract the Services under this Agreement without our prior written consent. Any such consent may be given subject to whatever conditions we or the Donor consider appropriate.
- 9.2 You agree that at all times you shall remain fully responsible for the performance of your obligations and that of your Personnel and any subcontractors under this Agreement.
- 9.3 When subcontracting work under this Agreement you shall ensure that all relevant obligations under this Agreement are passed onto the subcontractor. Notwithstanding this requirement you agree that you remain at all times liable for the performance or non-performance of a subcontractor engaged by you.
- 9.4 Any subcontract issued by you under this Agreement must include the right of DT Global or the Donor, in the event of the Donor issuing a notice of substitution under the Deed of Novation to further novate the subcontract to another contractor.
- 9.5 When subcontracting work under this Agreement, you must ensure that any Subcontractor engaged during the term of this contract (or their Related Entities) is not:
- listed on a World Bank List or a Relevant List,
 - subject to any proceedings or an informal process which could lead to listing on a World Bank List or listing on a Relevant List;
 - temporarily suspended from tendering for World Bank or other donors of development funds contracts, pending the outcome of a sanctions process;
 - the subject of an investigation (whether formal or informal) by the World Bank or another donor of development funding;
 - Named by the Director of Workplace Gender Equality in a report to the responsible Minister as an employer currently not complying with the

- reporting requirements of the Workplace Gender Equality Act 2012 (Cth).
- 9.6 If you have engaged a subcontractor in contravention of **Clause 9.5**, you must immediately on becoming aware or being notified of the breach, terminate the subcontract. Any costs incurred by you in relation to termination shall be borne by you.
- 9.7 You must maintain up-to-date records of the names of all subcontractors engaged by you to perform part of the Services. If requested by us, you:
- must, within five (5) working days, provide to us a copy of the records of subcontractors' names, in the format specified by us;
 - agree that we or the Donor may disclose publicly the names of any of your subcontractors; and
 - must ensure that the subcontractor agrees that we or the Donor may disclose the subcontractor's name publicly;
 - must provide to us or the Donor, a copy of any proposed or executed subcontract.
 - Any subcontracting procurement opportunities under this Subcontractor agreement must adhere to DFAT's AusConnect guidance and may need to be advertised on the AusConnect Portal (<https://ausconnect.dfat.gov.au/>).
- 10. Black Economy**
- 10.1 It is Commonwealth Policy to increase the integrity of government procurement, as listed in the procurement connected policy guidelines: Black Economy – increasing the integrity of government procurement.
- 10.2 You warrant in relation to any first tier subcontractor you engaged to deliver goods and/or services with an estimated value of over AUD4 million (GST inclusive) that You either:
- provided a valid and Satisfactory Statement of Tax Record for the subcontractor as part of Your response for the approach to market that resulted in the entry of this Agreement; or
 - holds a Satisfactory Statement of Tax Record for the subcontractor that was Valid at the time of entry into the subcontract by You and the subcontractor;
- 10.3 If You are in a partnership, You will ensure that if a new partner joins the partnership that a valid and Satisfactory Statement of Tax Record for the partner is provided to You as soon as possible after they become a partner to the partnership.
- 11. Counter-Terrorism**
- 11.1 You must ensure that funds provided under this Agreement (whether through a subcontract or not) do not provide direct or indirect support or resources to:
- organisations and/or individuals associated with terrorism;
 - organisations and individuals for whom Australia has imposed sanctions under: the *Charter of the United Nations Act 1945 (Cth)* and regulations made under that Act; the *Autonomous Sanctions Act 2011 (Cth)* and regulations made under that Act or the World Bank List or a Relevant List; and
- 11.2 If during the term of this Agreement, you, your Personnel or your subcontractors become aware or should have reasonably become aware that funds or resources have directly or indirectly been provided to organisations or individuals associated with terrorism, you must inform us immediately. Failure to inform us in accordance with this clause (or if we reasonably suspect that you have failed to inform us) will entitle us to terminate this Agreement immediately in accordance with **Clause 31**.
- 12. Contractor Personnel**
- 12.1 The Contractor must ensure that Contractor Personnel are aware of, and must use its best endeavours to ensure Contractor Personnel comply with, the requirements of the Contract.
- 12.2 The Contractor must use its best endeavours to ensure that all Contractor Personnel are of good fame and character.
- 12.3 The Contractor must use its best endeavours to ensure that no Contractor Personnel or their accompanying family members:
- become involved in the political affairs of the Partner Country (unless citizens of the Partner Country);
 - interfere in the religious affairs of the Partner Country (unless citizens of the Partner Country); or
 - share information known as a result of their work on, or relationship to, the Project, in a way that a reasonable person could foresee may be detrimental to the relationship between the Australian and Partner Governments.
- 12.4 The Contractor must not engage a currently serving Commonwealth employee in any capacity in connection with the Services without the prior written approval of DT Global.
- 12.5 The Contractor must not engage a Former DFAT Employee in any capacity in connection with the Services unless DFAT has approved the engagement in writing.
- 12.6 The Contractor must ensure that media advertisements placed by the Contractor for personnel to fill a Project position acknowledge that the Project is funded by DFAT as part of the Australian Government's official overseas aid program.
- 12.7 DT Global or the Donor may give notice to the Contractor requiring the Contractor to remove any Contractor Personnel from work in respect of the Services. The Contractor must promptly arrange for the removal of such Contractor Personnel from work in respect of the Services and their replacement (if required) with Contractor Personnel acceptable to DT Global and the Donor.
- 12.8 The Contractor must advise DT Global promptly in writing of any change in the circumstances of any Contractor Personnel that, in the Contractor's reasonable opinion, is likely to affect DT Global's assessment of the person under the Contract.
- 13. Specified Personnel**
- 13.1 The Contractor must provide all Specified Personnel for the Project and for the minimum periods specified in **Schedule 3** and **Schedule 4**.
- 13.2 During the minimum periods specified in **Schedule 4**, the Long Term Advisers included in the Specified Personnel must be exclusively dedicated to the Project and only perform the duties required under this Contract unless otherwise agreed in writing by DT Global.
- 13.3 The Contractor must use its best endeavours to secure the availability of Specified Personnel for the term of the Contract. If a change to Specified Personnel is required the Contractor must provide DT Global with not less than 3 months prior written notice of such change except where circumstances beyond the reasonable control of the Contractor make the giving of such notice impracticable. Any proposed change to the Specified Personnel must only be made after written consent from DT Global and the Donor and in accordance with the procedure set out in **Clause 13.7** below. Any advertising for new or replacement Specified Personnel engaged under this Subcontractor agreement must adhere to DFAT's AusConnect guidance and may need to be advertised on the AusConnect Portal (<https://ausconnect.dfat.gov.au/>).
- 13.4 Subject to **Clause 13.3** above, Specified Personnel may be temporarily absent from the Project. Where Specified Personnel are unavailable for work in respect of the Contract, for any period in excess of 2 weeks, the Contractor must notify DT Global in writing immediately and, if requested, must provide replacement personnel

- acceptable to DT Global and the Donor and the Partner Government at no additional charge and at the earliest opportunity and for the duration of the absence.
- 13.5 The costs incurred by the Contractor in providing temporary substitute personnel due to the absence of Specified Personnel are the responsibility of the Contractor.
- 13.6 The Contractor must advise DT Global promptly in writing of any change in the circumstances of any Specified Personnel that, in the Contractor's reasonable opinion, is likely to affect DT Global's assessment of the person under the Contract.
- 13.7 Before appointing Specified Personnel to the Project, the Contractor must obtain DT Global's written approval. In seeking approval of proposed Specified Personnel the Contractor must provide to DT Global:
- (a) the full names, dates of birth, and nationalities of proposed personnel and their accompanying dependants;
 - (b) a statement demonstrating that the proposed personnel has the demonstrated skills and capacity to undertake the job specification of the position and duration of the proposed appointment;
 - (c) a copy of the proposed person's curriculum vitae certified as accurate by the person and showing recent and relevant experience and formal qualifications including dates of award; and
 - (d) assurances that the nominated personnel has no existing commitments (defined in relation to the commitments of the position and not the individual's commitment to a particular organisation), to other DT Global projects that will suffer detriment if accepted on this Project. If this is not the case DT Global may require further information before assessing the individual's suitability.
- 13.8 If the Contractor is unable to provide acceptable replacement Specified Personnel with equivalent qualifications and experience DT Global may seek a reduction in fees.
- 13.9 This **Clause 13** is a fundamental term of the Contract, such that breach shall entitle DT Global to terminate the Contract in accordance with **Clause 31**.
- 13.10 You must keep detailed timesheets for your Personnel and your subcontractors in a form to be approved by us.
- 14. Liaising and Reporting**
- 14.1 Unless noted otherwise, all communication between you and us (including reports, general correspondence, or other materials) must be in the English language.
- 14.2 You must liaise with and report to our authorised representatives as detailed in this Agreement. You must inform us as soon as practicable if you encounter any actual or potential difficulties in performing the Services and provide details of your proposal to deal with the difficulties.
- 14.3 All written reports and other written documents must be delivered to us in electronic form.
- 14.4 All reports and other written documents provided to us must
- (a) be accurate and not misleading in any respect;
 - (b) be prepared in accordance with directions provided by us;
 - (c) be provided in Microsoft Word format (or Microsoft Excel format for spreadsheets), unless otherwise approved or requested by us;
 - (d) be provided in the format, number and on the media approved or requested by us;
 - (e) not incorporate either DFAT or your logo; and
 - (f) be provided at the time specified in this Agreement or as otherwise agreed in writing with you.
- 14.5 Reports, be they draft or final must not be forwarded directly to our Donor unless otherwise authorised in writing by us.
- 14.6 Unless otherwise agreed, on delivery of a report, we will have 30 calendar days to review the report for conformity with the requirements of this Agreement and we will advise you within that 30 calendar days of acceptance or rejection, including reasonably detailed reasons for rejection. If the report is rejected, you will have 14 calendar days after receipt of written notice identifying the non-conformities to re-write the report so that it conforms to the requirements of the Agreement. If you fail to correct the report and deliver a conforming report within 14 calendar days we may rewrite the report and charge you for any costs (including internal staff costs) incurred.
- 15. Intellectual Property**
- 15.1 Subject to **Clause 15.2** and Donor requirements, the title to all Intellectual Property rights in or in relation to Contract Material shall vest upon its creation in the Donor. If required by the Donor, you must bring into existence, sign, execute or otherwise deal with any document which may be necessary to enable the vesting of such title or rights in the Donor.
- 15.2 **Clause 15.1** does not affect the ownership of Intellectual Property in any Pre-existing Contract Material incorporated into the Contract Material, but you grant to the Donor a permanent, irrevocable, royalty-free worldwide, non-exclusive licence to use, reproduce, adapt and otherwise exploit such Pre-existing Contractor Material in conjunction with the Contract Material. The licence granted under this **Clause 15.2** includes the right of the Donor, to sublicense any of its employees, agents or contractors to use, reproduce, adapt and otherwise exploit the Pre-existing Contractor Material incorporated into the Contract Material for the purposes of performing functions, responsibilities, activities or services for, or on behalf of, the Donor. You must ensure that the Contract Material is used, copied, supplied or reproduced only for the purposes of this Contract.
- 15.3 You must deliver all Contract Material to the Donor, or to the Partner Government counterpart agency as may be directed in writing by us or the Donor.
- 16. Intellectual Property Rights Indemnity**
- 16.1 The Contractor must at all times indemnify DT Global, the Donor and their employees and agents and the Partner Country ('**those indemnified**') from and against any Loss or liability whatsoever incurred by any of those indemnified or arising from any claim, demand, suit, action or proceeding by any person against any of those indemnified where such Loss or liability arose out of an infringement, or an alleged infringement, of the Intellectual Property Rights of any person, which occurred by reason of the performance or use of the Services.
- 17. Moral Rights**
- 17.1 You agree that:
- (a) you have provided consents and waivers, to the fullest extent possible under the laws of any applicable jurisdiction, in relation to your Moral Rights in any of the documents that have been or will be created from your work sufficient to ensure our Donor's continued unimpeded use of the documents assigned to our Donor or us as the case may be under this Agreement.
 - (b) our Donor or we as the case may be or persons nominated by our Donor or us as the case may be and their assignees may do or omit to do any act in relation to the documents created by you without infringing the Moral Rights of any person; and
 - (c) that you shall do all things requested by our Donor or us as the case may be to give full effect to paragraphs (a) and (b) above including, without limitation, signing or procuring the signature of particular forms.

- 17.2 You acknowledge that we have entered into this Agreement fully relying upon the acknowledgments and warranties given by you under this **Clause 17**.
- 17.3 This **Clause 17** shall survive expiration or termination of this Agreement.
- 18. Confidentiality**
- 18.1 You, your Personnel and your subcontractors must not disclose, duplicate, or make unauthorised use of any Confidential Information to any other person other than those individuals who need to have access to the Confidential Information to carry out the Agreement and then only if those individuals acknowledge confidentiality on the same terms as this **Clause 18**.
- 18.2 You must ensure that any your Personnel or subcontractor personnel who may have access to the Donor's Information, complete an undertaking in the form set out as **Schedule 5** and maintain this.
- 18.3 This **Clause 18** will survive the termination of this Agreement.
- 19. Publicity**
- 19.1 The Contractor must identify and implement appropriate opportunities for publicising the Project.
- 19.2 The Contractor must not make any media or other announcements or releases relating to this Contract and the Services either during or after the implementation of the project without the prior approval of DT Global as to the form, content and manner of the announcement or release.
- 20. Privacy**
- 20.1 You, your Personnel and your subcontractors must at all times comply with and ensure compliance with the *Privacy Act 1998 (Cth)* (the Act). In particular, you, your Personnel and your subcontractors must comply with the requirements relating to the collection, storage, access, alteration, use, and disclosure of any personnel information made, created, obtained or provided at any time in connection with the provision and performance of the Services.
- 21. Fraud and Anti- Corruption**
- 21.1 You, your personnel or subcontractors shall not make or cause to be made, nor receive, or seek to receive any offer, gift or payment, consideration or benefit of any kind, which could be construed as an illegal or corrupt act, either directly or indirectly to any party, as an inducement or reward in relation to the execution of this Agreement.
- 21.2 You, your Personnel or subcontractors shall not bribe public officials, including foreign officials. Any breach of this **Clause 21** shall be grounds for immediate termination of this Agreement.
- 21.3 Unless agreed otherwise in writing, within one week of commencing, the Contractor must conduct a Fraud risk assessment and produce a Fraud control strategy. The risk assessment strategy must contain appropriate fraud prevention, detection, investigation and reporting processes and procedures.
- 21.4 You, your Personnel and your subcontractors must:
- comply at all times with the Commonwealth Fraud Control Framework and DFAT Fraud Control Toolkit;
 - comply with any fraud control strategy implemented by us; and
 - report fraudulent activity, including alleged, attempted, suspected or detected fraudulent activity, within five (5) business days of first becoming aware of the fraudulent activity.
- 21.5 This **Clause 21** is a fundamental term of the Agreement, and breach of this **Clause 21** shall:
- entitle us to take any action to the maximum extent permitted by law to prevent any Fraudulent Activity (if capable of prevention) by you, your Personnel and recover all and any damages from you; and
 - entitle us to terminate this Agreement immediately without notice and make no compensation to you for such termination.
- 21.6 Our Donor, or we, reserve the right to appoint its own investigator, conduct its own investigation or report fraudulent activity to the appropriate law enforcement agencies or any other person or entity our Donor, or we, deem appropriate in Australia or in the Partner Country for investigation. If our Donor exercises its rights under this **Clause 21**, the Contractor must provide all reasonable assistance that may be required as its sole expense.
- 21.7 You and your subcontractors must investigate any fraud at your own cost. Whether you or your subcontractor conducts an investigation or appoints an investigator to conduct an investigation, the person conducting the investigation must possess the minimum qualifications specified in the Australian Government Investigation Standards or an equivalent agreed to by the Director of DFAT- Australian Aid Program's Fraud Control Section.
- 22. Child Protection**
- 22.1 You, your Personnel and your subcontractors must comply at all times with DFAT's and our Child Protection policies and procedures, including undertaking individual criminal records checks at your own cost.
- 22.2 You are responsible and accountable to us for preventing and reporting any child abuse or exploitation or suspected child abuse or exploitation as part of your routine responsibilities.
- 22.3 This **Clause 22** is a fundamental term of the Agreement, and breach of this **Clause 22** shall:
- entitle us to take any action to the maximum extent permitted by law to prevent any abuse or exploitation of children (if capable of prevention) by your Personnel or subcontractors and recover all and any damages from you, and
 - entitle us to terminate this Agreement immediately without notice and make no compensation to you for such termination.
- 22.4 You must advise DT Global immediately in writing if any your Personnel or subcontractor Personnel are accused of, charged with, arrested for, or convicted of, criminal offences relating to child abuse or exploitation. We or the Donor may require your Personnel or subcontracted Personnel to be suspended from duty or transferred to other duties during formal investigations relating to child abuse or exploitation. The Contractor must comply promptly with any such notice.
- 23. Preventing Sexual Exploitation, Abuse and Harassment**
- 23.1 You, your Personnel and your subcontractors must comply at all times with DT Global's *Safeguards Policy and Preventing Sexual Exploitation, Abuse and Harassment Procedure*. A copy of this Policy and Procedure is available at the Location and upon request.
- 23.2 You, your Personnel and your subcontractors are responsible and accountable to us for reporting suspected or alleged cases sexual exploitation, abuse and harassment that relates to the Project within 48 hours of becoming aware of the case.
- 23.3 You, your Personnel and your subcontractors are responsible and accountable to us for reporting any alleged incidents of non-compliance with DT Global's *Preventing Sexual Exploitation, Abuse and Harassment Policy* within 5 Business Days of becoming aware of the incident.
- 23.4 This **Clause 23** is a fundamental term of the Agreement, and breach of this **Clause 23** shall:
- entitle us to take any action to the maximum extent permitted by law to prevent any Sexual Exploitation, Abuse and Harassment (if capable of prevention) by you and recover all and any damages from you, and

- (b) entitle us to terminate this Agreement immediately without notice and make no compensation to you for such termination.
- 23.5 You must advise DT Global immediately in writing if any your Personnel or subcontractor Personnel are accused of, charged with, arrested for, or convicted of, criminal offences relating to sexual exploitation, abuse or harassment. We or the Donor may require your Personnel or subcontracted Personnel to be suspended from duty or transferred to other duties during formal investigations relating to sexual exploitation, abuse or harassment. The Contractor must comply promptly with any such notice.
- 24. Modern Slavery and Human Trafficking**
- 24.1 In signing this Agreement, you confirm that your organisation:
- does not use any form of forced, compulsory, or slave labour;
 - allows all Personnel to work voluntarily and they are entitled to leave;
 - does not require any form of deposit or bond from Personnel;
 - does not require Personnel to surrender their passports or work permits;
 - requires your suppliers to attest to these standards;
 - will report to DT Global any instances or suspicion of modern slavery or human trafficking in your organisation or your supply chain; and
 - where required, provide information on your organisation's steps to reduce slavery risk for the purposes of DT Global's statutory reporting.
- 25. Conflict of Interest**
- 25.1 You, your Personnel and your subcontractors warrant that, to the best of your knowledge after making diligent inquiry, at the date of signing this Agreement no undisclosed conflict of interests exists or is likely to arise in the performance of the Services.
- 25.2 If during the performance of the Services a conflict of interest arises, or appears likely to arise, you must:
- notify the us immediately in writing; and
 - make full disclosure of all relevant information relating to the conflict.
- 25.3 During the period of this Agreement you, your Personnel and your subcontractors must not, without our prior written approval, which will not be unreasonably withheld:
- engage directly or indirectly in any business activity or professional activities in the Partner Country with the Donor which is not directly related to this Agreement whilst performing service-related obligations under this Agreement;
 - make use of any material acquired or created during the Term of this Agreement other than for the purpose of the Project; or advertise or publicise any association with us or the Donor or Donor or use the name, emblem, logo, or official seal of DT Global or our Donor or Donor in connection with your business or profession.
- 26. Waiver**
- 26.1 The failure, delay, relaxation or indulgence on the part of any Party in exercising any power or right conferred upon that Party by this Agreement does not operate as a waiver of that power or right, nor does any single exercise of any power or right preclude any other or further exercise of it or the exercise of any other power or right under this Agreement.
- 27. Indemnity**
- 27.1 You agree to indemnify and keep us indemnified, on a full recovery basis, for the direct consequences of any breach of this Agreement by you or any of your Personnel or your subcontractors, or any failure by you or any of your Personnel or your subcontractors to complete the Services to our reasonable satisfaction.
- 27.2 You agree to indemnify us and keep us indemnified on a full indemnity basis, against any and all costs, losses, expenses or damages which we incur or are liable for as a result of any unlawful, negligent, reckless or deliberately wrongful act or omission of you or any of your Personnel or your subcontractors in carrying out the Services.
- 27.3 We agree to indemnify you and keep you indemnified on a full indemnity basis, against any and all costs, losses, expenses or damages which you incur or are liable for as a result of any unlawful, negligent, reckless or deliberately wrongful act or omission of us or any of our Personnel in carrying out the Services.
- 27.4 You, your Personnel and your subcontractors accept all risks associated with travel that is associated with the Project and residing in the Partner Country and any issues arising out of or in connection with providing Services to the Project.
- 27.5 You must at all times indemnify DT Global and our Donor, our employees and agents and the Partner Country ('those indemnified') from and against any Loss or liability whatsoever incurred by any of those indemnified or arising from any claim, demand, suit, action or proceeding by any person against any of those indemnified where such Loss or liability arose out of an infringement, or an alleged infringement, of the Intellectual Property rights of any person, which occurred by reason of the performance or use of the Services.
- 27.6 This **Clause 27** shall survive the termination of this Agreement.
- 28. Negation of Partnership, Employment and Agency**
- 28.1 This Agreement operates as an engagement of you as an independent contractor only and does not constitute any other relationship such as partnership, employment or agency.
- 29. Variations to the Agreement**
- 29.1 The Parties agree and accept that the Services to be performed may be changed, increased or decreased, as directed by our Donor from time to time, and as a consequence this Agreement may be subject to change.
- 29.2 We reserve the right to change or modify allowances or policies in line with any changes to our own corporate policies or as required in connection with any changes imposed by a Donor direction.
- 29.3 If either Party notifies the other Party that they wish to vary this Agreement, both Parties must use all reasonable endeavours to agree on the terms of such variations including any consequent changes in the total payment due to you.
- 29.4 Any amendment or variation to this Agreement must be in writing and signed by both Parties.
- 30. Suspension of the Agreement**
- 30.1 We may suspend this Agreement where:
- you or your Personnel or your subcontractors are in breach of this Agreement;
 - your Personnel take leave in excess of their entitlements noted in the Agreement Details; or
 - the Assignment is delayed by Reasons Beyond Our Control.
- 30.2 If your Personnel or your subcontractors are on unpaid leave or deviate from their agreed travel schedule without your prior approval, they will be deemed to be suspended until they return to the Location and resume the Assignment.
- 30.3 During periods of suspension and until the suspension is removed your Personnel or your subcontractors shall not be entitled to payment of the Fee, accrual of leave or any other benefits under this Agreement unless specifically agreed to in writing by us.
- 30.4 Where the Assignment is suspended and your Personnel's or your subcontractor's Personnel

- Accommodation is provided by us, they may not be permitted to remain in the Accommodation unless specifically agreed otherwise in writing by us.
- 30.5 Where the Assignment is suspended and your Personnel's or your subcontractor's Accommodation is reimbursed by our Donor, DT Global will cease reimbursing the cost of their Accommodation unless specifically agreed otherwise in writing by us.
- 31. Termination for Contractor Default**
- 31.1 In addition to any other rights or remedies it has at law or in equity or under this Contract, DT Global may, by notice in writing to the Contractor terminate this Contract, with effect from the date in the notice, if the Contractor:
- (a) commits a breach of this Contract and:
 - (i) that breach is not capable of remedy;
 - (ii) fails to remedy that breach within 10 Business Days (or such further time as DT Global may, in its absolute discretion, specify), after receiving a notice from DT Global requiring the Contractor to remedy the breach; or
 - (iii) does not commence to remedy that breach, within a reasonable time (having regard to the nature of the breach) after being given notice by DT Global requiring the Contractor to remedy the breach;
 - (b) has regularly or persistently failed to meet any, some, or all requirements of this Contract, whether or not DT Global has required the Contractor to remedy a breach under **Clause 31.1(a)**;
 - (c) becomes, or in DT Global's reasonable opinion is likely to become, bankrupt, insolvent or otherwise financially unable to fulfil its obligations under this Contract;
 - (d) becomes subject to one of the forms of external administration provided for in Chapter 5 of the *Corporations Act 2001*;
 - (e) is wound up by resolution or an order of the court;
 - (f) ceases to carry on business;
 - (g) makes an assignment of its estate for the benefit of creditors or enters into any arrangement or composition with its creditors or has a receiver and manager appointed on behalf of debenture holders or creditors;
 - (h) suffers any execution against its assets having, or which in DT Global's reasonable opinion is likely to have, an adverse effect on its ability to perform this Contract;
 - (i) ceases to hold any licence, qualification, approval, authority or consent required for the Contractor to comply with its obligations under this Contract (except to the extent that this is outside the Contractor's reasonable control);
 - (j) assigns its rights otherwise than in accordance with the requirements of this Contract;
 - (k) suffers a change in Control which in DT Global's reasonable opinion may adversely affect the Contractor's ability to perform the Services under this Contract;
 - (l) made a statement in its tender leading to this Contract and DT Global is satisfied on reasonable grounds that the statement was materially inaccurate or incorrect;
 - (m) is in breach of any of the warranties regarding pre-listing proceedings, temporary suspension from tendering or listing on a World Bank List or Relevant List (including a listing of their Related Entities), given in the Tenderer Declaration submitted by the Contractor with its tender leading to this Contract;
 - (n) is, or any Related Entity is or Contractor Personnel is, listed on a World Bank List or Relevant List, or is subject to any proceedings, or an informal process, which could lead to being listed or temporarily suspended from tendering for World Bank or other donors of development funds contracts, or is subject to an investigation whether formal or informal by the World Bank or another donor of development funding;
 - (o) is in breach of a warranty given in the Tenderer Declaration submitted by the Contractor with its tender leading to this Contract;
 - (p) is, during the term of this Contract, convicted of an offence of, or relating to, bribery of a public official. In this **Clause 31.1(p)** the Contractor includes Contractor Personnel;
 - (q) is in breach of the warranty regarding convictions or proceedings relating to an offence of, or relating to, child exploitation or abuse, given in the Tenderer Declaration submitted by the Contractor with its tender leading to this Contract;
 - (r) does not take appropriate steps to manage and resolve an allegation of child exploitation or abuse with respect to this Contract, including a failure to inform DT Global immediately of any allegation of child abuse or exploitation in accordance with DFAT's *Child Protection Policy*; or
 - (s) does not take appropriate steps to manage and resolve an allegation of sexual exploitation, abuse or harassment with respect to this Agreement, including a failure to inform DT Global within 48 hours of any allegation of sexual exploitation, abuse or harassment in accordance with DT Global's *Preventing Sexual Exploitation, Abuse and Harassment Policy*; or
 - (t) is found or we form a reasonable belief that the you, your Personnel or your subcontractors are associated with or in any way connected with or providing funds or resources either directly or indirectly to organisations and/or individuals associated with terrorism.
- 31.2 If this Contract is terminated under this Clause 31:
- (a) subject to this Contract, the parties are relieved from future performance of this Contract, without prejudice to any right of action that has accrued at the date of termination;
 - (b) subject to this Contract, all licences and authorisations granted to the Contractor by DT Global or the Donor under this Contract terminate immediately despite anything to the contrary contained in the relevant licence or authorisation;
 - (c) the Confidential Information, Supplies and any other property supplied or given to the Contractor by DT Global or the Donor pursuant to this Contract must be immediately returned to DT Global or the Donor;
 - (d) DT Global is not obliged to make any further payments (including the payment of Fees) to the Contractor. However, DT Global may, in its absolute discretion, consider making a payment to the Contractor in such amount and upon such terms as DT Global determines is appropriate in the circumstances; and
 - (e) the Contractor will indemnify and hold DT Global harmless against any Losses, costs and expenses arising out of or in connection with the termination or any breach of this Contract by the Contractor (including those arising from affected sub-contracts).
- 32. Termination for Convenience**
- 32.1 In addition to any other rights or remedies it has at law or in equity or under this Contract, DT Global may, by notice in writing to the Contractor, terminate or reduce the scope of this Contract from the time specified in the

- notice (and without the need to give further notice) and, in that event, may give to the Contractor such directions as it thinks fit in relation to subsequent performance of this Contract.
- 32.2 Where notice is given under Clause 32 the Contractor must:
- (a) comply with all directions given by DT Global;
 - (b) cease or reduce (as applicable) the performance of work under the Contract; and
 - (c) immediately do everything possible to mitigate its Losses, and all other loss, costs (including the costs of its compliance with any directions) and expenses in connection with the termination (including those arising from affected sub-contracts) arising in consequence of termination of this Contract under this **Clause 32**.
- 32.3 In the event of termination or reduction in scope under this **Clause 32**, subject to **Clause 32.4** DT Global will only be liable to the Contractor for:
- (a) Fees, as payable under **Schedule 4**, for Services performed prior to the termination, on a pro rata basis; and
 - (b) Costs that are:
 - (i) directly attributable to the termination or reduction in scope of this Contract; and
 - (ii) in DT Global's opinion, reasonably and properly incurred by the Contractor in connection with the Contract, to the extent that such Costs are substantiated to DT Global.
- 32.4 DT Global is not liable for any loss of profits or any other form of expectation loss arising out of, or in connection with, the termination or reduction in scope of this Contract under this **Clause 32**.
- 33. Applicable Law**
- 33.1 The law of this Agreement is the law of the State of Victoria in the Commonwealth of Australia.
- 34. Continuing Obligations**
- 34.1 Where the Agreement has ended, whether by completion, termination or otherwise, **Clause 15 Intellectual Property, Clause 17 Moral Rights; Clause 18 Confidentiality; Clause 20 Privacy; Clause 21 Fraud and Anti- Corruption ; Clause 27 Indemnity; Clause 31 Termination for Contractor Default; Clause 36 Resolution of Disputes; Clause Error! Reference source not found. (Schedule 1); Error! Reference source not found. (Schedule 1); Clause Error! Reference source not found. Error! Reference source not found. (Schedule 1); Clause Error! Reference source not found. Error! Reference source not found. (Schedule 1), and Clause Error! Reference source not found. Error! Reference source not found. (Schedule 1)** will survive this Agreement and you, your Personnel and your subcontractors will continue to be bound by them.
- 35. Severability**
- 35.1 If any provision of this Agreement is illegal, void, invalid or unenforceable for any reason, all other provisions which are self-sustaining and capable of separate enforcement shall, to the maximum extent permitted by law, be and continue to be valid and enforceable.
- 36. Resolution of Disputes**
- 36.1 In the event of any disagreement or dispute between both Parties arising in connection with this Agreement, both Parties agree to use best endeavours to reach an amicable settlement. If such a settlement cannot be reached within 30 calendar days from the occurrence of a dispute notified by either Party to the other, then all such disagreements or disputes shall be settled by arbitration exclusively according to the Laws of Victoria, Australia.
- 36.2 Any information or documents disclosed in connection with the resolution of the dispute must be kept confidential and may not be used except to attempt to settle the dispute or within the arbitral proceedings provided for in **Clause 36.1** above.
- 36.3 Both Parties will each bear their own costs of resolving a dispute under this **Clause 36** and will bear equally the costs of any third party engaged provided that such third parties have been engaged at the express request of both Parties.
- 36.4 Whilst we are both attempting to resolve the dispute you will continue to undertake your Assignment.
- 37. Specific Obligations**
- 37.1 You, your Personnel and your subcontractors will:
- (a) recognise the advisory nature of the work and will behave in a manner consistent with the fostering and maintaining of friendly relations between the Recipient Organisation, its personnel, us, and our Donor;
 - (b) not release or make any public statement concerning the Project without our prior written approval;
 - (c) respect and abide by the laws and regulations of the Partner Country and, unless a citizen of the Partner Country, will not become involved in the political or religious affairs of the Partner Country;
 - (d) comply with the instructions of our nominated representative, the Australian diplomatic mission in the Partner Country, or other authority as may be advised to you from time to time, regarding security, consular and welfare matters;
 - (e) comply with our requirements and that of our Donor with respect to good behaviour, ethical and honest standards, and professionalism;
 - (f) participate in project-related training and briefings within specified timeframes notified by DT Global to you;
 - (g) take all reasonable steps to favourably represent ours and our Donor's interests; and
 - (h) take all reasonable steps to understand the environment and culture of the Partner Country.
- 37.2 You warrant that you, your Personnel and your subcontractors:
- (a) will comply with the relevant and applicable laws, regulations, policies and guidelines, both in Australia and in the Partner Country. A list, as amended from time to time, of Australian laws and guidelines that may apply to the delivery of developmental aid to foreign countries can be found on DFAT's website: (<https://dfat.gov.au/about-us/publications/Pages/list-of-laws-rules-guidelines-codes-and-policies-for-contractors-undertaking-aid-activities-for-dfat.aspx>);
 - (b) are of good fame and character;
 - (c) are properly qualified for the tasks you are required to perform;
 - (d) have been certified fit and healthy by a legally qualified medical practitioner to work in the Partner Country and have received the necessary medical advice, including that on vaccinations and other preventive medical assistance allowing you to undertake work in-country in a safe manner; and
 - (e) will act in a fit and proper manner while carrying out work or performing duties under this Agreement.

Executed by the Parties as their Agreement:

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| SIGNED for and on behalf of DT GLOBAL ASIA PACIFIC PTY LTD by a duly authorised officer | | |
| | | |
| Name & Designation (Block letters) | Signature | Date |
| In the presence of | | |
| | | |
| Name & Designation (Block letters) | Signature | Date |
| | | |
| SIGNED for and on behalf of Subcontractor by: | | |
| | | |
| Name & Designation (Block letters) | Signature | Date |
| In the presence of | | |
| | | |
| Name & Designation (Block letters) | Signature | Date |

Schedule 1 Project Specific / Donor Mandated Conditions

In addition to the Standard Terms and Conditions the following Project Specific / Donor Mandated Conditions apply.

If not using a schedule, please do not delete it, please put not applicable.

Please look at these for relevance and consistency.

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| <p>1 Duration of the Agreement</p> <p>1.1 This Agreement does not become effective until:</p> <p>(a) where required by our Donor, we have written approval from our Donor for the implementation of this Agreement; and</p> <p>(b) the necessary clearances have been obtained from the government of the Partner Country; and</p> <p>(c) our Donor has approved you to act as our subcontractor, where required; and</p> <p>(d) our Donor has confirmed with us the Start Date of this Agreement; and</p> <p>(e) criminal records checks are satisfactorily completed or underway; and</p> <p>(f) this Agreement has been signed by you and us.</p> <p>1.2 Provided these conditions are met, this Agreement starts on the Start Date noted at Item 10 of the Agreement Details and will continue for the Term (refer Item 12 of the Agreement Details) and the Finish Date noted at Item 11 of the Agreement Details and continues until all obligations under this Agreement have been fulfilled unless terminated earlier in accordance with Clauses 31 or 32 of the Agreement. All mobilisation activities will be completed within one (1) month of your Start Date unless agreed otherwise in writing by DT Global. All demobilisation activities will be completed within one (1) month of your Finish Date unless agreed otherwise in writing by DT Global.</p> <p>1.3 Subject to our Donor's approval, we may vary the Term by written agreement with you.</p> <p>1.4 Where the Term is non-consecutive or consists of multiple inputs the dates and duration of future inputs will be agreed between you and us in accordance with Clause 29 of the Agreement.</p> <p>2 Leave Allowances</p> <p>2.1 In accordance with the Donor's Head Contract, personnel with continuous inputs over 6 months duration are entitled to paid annual leave allowances and personal leave allowances. Personnel with non-continuous inputs or inputs less than 6 months are not entitled to paid leave.</p> <p>2.2 Subject to Clause Error! Reference source not found. Error! Reference source not found., the leave allowance taken by your Personnel or your subcontractors accrues pro-rata at the rate specified in Item 14 of the Agreement Details (excluding periods on leave without pay or suspension). The annual leave allowance must be taken at times convenient to the Project. All annual leave must be taken and travel completed prior to the expiration of the Term, unless otherwise approved by the Project Director.</p> <p>2.3 Leave accrued during the assignment shall be deemed to be taken in the 12-month period it falls due and cannot be rolled over to the next 12-month period, accumulated or paid out.</p> <p>2.4 Entitlement to annual leave is effective 30 calendar days from the commencement of this Agreement.</p> <p>2.5 If this Agreement is terminated prior to completion of the Term, any leave taken that is over and above that which would have accumulated to that point will be deducted from the final payment.</p> <p>2.6 Annual leave must be taken at times convenient to the Project to minimise disruption. Unless otherwise agreed to us, no annual leave may be taken within the last 30 calendar days of the Term.</p> <p>3 Public Holidays</p> | <p>3.1 Public holidays to be taken by your Personnel or subcontractors are those which are formally agreed with our Donor on an annual basis. DT Global will agree the public holidays with our Donor and advise you accordingly.</p> <p>4 Invoicing</p> <p>4.1 Australian Companies Only You must provide a proper Tax Invoice setting out the price of each category of Supply exclusive of GST (Goods and Services Tax) as well as the GST payable on each component of taxable Supply and the total GST-inclusive price of all supplies made in terms of this Agreement. OR</p> <p>4.2 Foreign or Non-Australian Companies You must provide an Invoice setting out the price of each category of Supply.</p> <p>4.3 Unless otherwise agreed by us, invoices submitted to us for services and reimbursable expenses that were incurred more than three months prior may be denied.</p> <p>5 Receipts Required</p> <p>5.1 In accordance with the requirements of our Donor you must provide original receipts / invoices for those Reimbursable items specified in table X of Schedule 4.</p> <p>6 First Right of Refusal</p> <p>6.1 You, your personnel and your subcontractors must for a period of one year after completion or termination of this Agreement:</p> <p>(a) promptly advise us if approached by our Donor or any other third party to provide further services in connection with the Project;</p> <p>(b) not provide any services that are directly related to this Project to our Donor or any party associated with our Donor without giving us the first opportunity to engage you or them on an exclusive basis on terms no less favourable than those proposed by our Donor or other third party; and</p> <p>(c) you, your personnel or your subcontractors may seek our consent in writing (which will not be unreasonably withheld) to be released from any restraint.</p> <p>7 General</p> <p>7.1 You agree to:</p> <p>(a) ensure that the Services are provided to a standard which shall promote Australia's international reputation and standing as a source of skill and expertise in the provision of international assistance;</p> <p>(b) promptly advise us of any significant risks;</p> <p>(c) liaise with, and obtain all necessary consents, approvals and authorisations from any public and other authorities in the Partner Country necessary to perform the Services;</p> <p>(d) provide adequate support resources to secure the aims and objectives of the Project in relation to the required Services;</p> <p>(e) be responsive to the changing needs and environment of the Partner Country;</p> <p>(f) seek to improve the quality, effectiveness and efficiency of the Services at every opportunity; and</p> <p>(g) ensure that you, your Personnel and subcontractors conduct themselves in a manner consistent with the <i>Public Service Act 1999 (Cth)</i> (including the Australian Public Service Values and Employment Principles and Code of</p> |
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Conduct) and in accordance with, DT Global's Code of Business Ethics and Conduct

8 Insurance

- 8.1 Unless otherwise agreed in writing by us you are to maintain all insurances that a prudent contractor would maintain for this Agreement including but not limited to:
- (a) public liability with minimum to cover the contractor's obligations under this Agreement;
 - (b) professional indemnity to cover the contractor's obligations under this Agreement;
 - (c) worker's compensation with the minimum cover as required by law; and
 - (d) property insurance covering any contractor's equipment, materials, supplies, and reinstatement of any data used on the Project for its full replacement value.
- 8.2 In addition to your obligations in **Clause 8.1** above, you and your subcontractor must arrange and maintain insurance to cover:
- (a) Construction Works against damage and destruction howsoever caused, fire, flood, earthquake, storm and extraneous perils; and
 - (b) the Contractor's or Subcontractor's plant and equipment against all risks.
- 8.3 At our request you will provide copies of all certificates of currency of insurance policies as proof of their currency. Failure to provide this will be grounds for termination.
- 8.4 All insurance cover must be valid for the term of this Agreement, with professional indemnity insurance valid for three (3) years after the end date of this Agreement or earlier termination of this Agreement.
- 8.5 All insurance required to be maintained under **Clauses 8.1(a)** and **8.2** must:
- (a) where applicable, be in the names of you, DT Global and the Donor;
 - (b) ensure that the insurer waives all rights of subrogation or action it may have against DT Global or the Donor;
 - (c) ensure that the insurer accepts the term 'insured' as applying to each of the persons covered by the policy as if a separate policy of insurance had been issued to each of them;
 - (d) ensure that any inadvertent non-disclosure or inadvertent inaccurate disclosure by a person covered by the policy does not prejudice the rights under the policy of the other persons/s covered by the policy; and
 - (e) ensure that the knowledge of one insured party will not be imputed to another insured party in assessing compliance with the applicable duty or duties of disclosure.
- 8.6 You undertake to use your best endeavours to ensure that you commit no act or omission which renders any of the insurances required by this Agreement to be null and void or of less value.
- 8.7 You are responsible for the payment of all excesses and deductibles of the insurances required to be maintained by you under this Agreement and all such insurance are primary insurances.
- ## 9 Novation
- 9.1 If requested by DT Global or our Donor, you agree to provide to DT Global an executed Deed of Novation and Substitution in the form to be provided by DT Global.
- 9.2 You acknowledge that DT Global or our Donor retains the right upon issuing a Notice of Substitution under a Deed of Novation to further novate this Agreement to another Managing Contractor.
- 9.3 You acknowledge that, in the event of DT Global or our Donor issuing a Notice of Substitution, our Donor may substitute itself for DT Global in this Agreement as if our Donor was originally the party to this Agreement, instead of DT Global, and our Donor is so bound by and must fulfil, comply with and observe all of the provisions

of this Agreement and enjoys all the rights and benefits of DT Global under this Contract.

10 Deed of Confidentiality

- 10.1 You, your Personnel and your subcontractors must not make public or disclose to any person any Confidential Information, without our prior written approval. In giving written approval, we may impose appropriate terms and conditions.
- 10.2 Your Personnel and your subcontractors' personnel must complete a written undertaking in the form set out at **Schedule 5** and return this form to us prior to mobilising.

11 Investigation by the Ombudsman

- 11.1 In carrying out the Services, you, your Personnel or your subcontractors may be a 'Commonwealth service provider' under Section 3BA of the *Ombudsman Act 1976*.
- 11.2 You must use your best endeavours, in undertaking the Services, not to engage in conduct that:
- (a) would, if you were an officer of our Donor, amount to a breach of duty or to misconduct; or
 - (b) would be brought to the attention of a principal officer of our Donor.
- 11.3 If the Commonwealth Ombudsman commences an investigation of conduct of you, as a Commonwealth service provider, you, at your cost, must cooperate with the investigator including:
- (a) providing all documentation required by the investigator; and
 - (b) assist the investigator in their investigation.
- 11.4 This **Clause Error!** Reference source not found. shall survive expiration or termination of this Agreement.

12 Access to Documents

- 12.1 You acknowledge that if our Donor receives a request for access to a document created by, or in the possession of you, your Personnel or your subcontractors that relates to the performance of the Project, our Donor may at any time by written notice require us to provide the document to our Donor, and we must promptly comply with the notice and you will comply with our request for access to that document.
- 12.2 This **Clause Error!** Reference source not found. shall survive expiration or termination of this Agreement.

13 Access to Contractor Premises, Data and Records

- 13.1 Subject to reasonable notice, You agree that the Donor or DT Global may:
- (a) access your premises at no additional charge to either the Donor or DT Global;
 - (b) require you to provide records and information in an easily accessible format;
 - (c) inspect and copy documentation, records, books and accounts under your control that relate to this Agreement; and
 - (d) require assistance in respect of any inquiry including, but not limited to a parliamentary inquiry into or concerning this Agreement.
- 13.2 The requirement for and participation in audits does not in any way reduce your responsibility to perform your obligations under this Agreement.
- 13.3 The Donor and DT Global must use reasonable endeavours to ensure that such access as outlined in this **Clause Error!** Reference source not found., does not unreasonably delay or disrupt in any material respect the Contractor's performance of its obligations under the Agreement.

14 Personnel Information

- 14.1 You agree that we give our Donor, upon request, a copy of this Agreement and/or the following information about your Personnel or your subcontractors' personnel:
- (a) position title;
 - (b) name;
 - (c) date of birth;
 - (d) gender;

- (e) nationality;
- (f) email address;
- (g) work location;
- (h) contract start and end date;
- (i) number of days worked in time period specified by DFAT preceding the receipt of the request;
- (j) monthly or daily Fee rate;
- (k) Mobility Allowance, if any (not applicable to Short Term Advisers);
- (l) Mobility Allowance Supplement, if any (not applicable to Short Term Advisers);
- (m) Special Location Allowance, if any (not applicable to Short Term Advisers);
- (n) Other Adviser Support Costs including Housing Cost, if any (not applicable to Short Term Advisers); and
- (o) any other information including, but not limited to, fees or costs associated with Advisers and identified by DFAT in the request.
- 14.2 Our Donor will use the Adviser Information to ensure that the Australian Government's official overseas aid program achieves value for money and to meet its reporting requirements.
- 14.3 You agree that our Donor may disclose the details of this Agreement and/or Adviser Information to Commonwealth governmental departments and agencies, Commonwealth Ministers and Parliamentary Secretaries, and to the Commonwealth Parliament.
- 14.4 Personnel are entitled to access their own Personal Information which is held by our Donor, unless our Donor has a lawful right to refuse access.
- 14.5 This **Clause Error!** Reference source not found. shall survive termination or expiration of this Agreement.
- 15 Performance Assessments**
- 15.1 You acknowledge and agree that DT Global or our Donor may issue performance assessments in relation to this contract. These may include subcontractor performance assessments, partner performance assessments, subcontractor key personnel performance assessments or adviser performance assessments using:
- (a) DT Global templates, available upon request, amended from time-to-time; or
- (b) where directed by the Donor, Donor templates that are substantially in accordance with Partner Performance Assessments or Adviser Performance Assessments templates available on DFAT website, amended from time-to-time (<https://dfat.gov.au/about-us/business-opportunities/Pages/resources.aspx>).
- 15.2 You will:
- (a) sign and return the performance assessments together with any response within 15 days of receipt; and
- (b) ensure that subcontractor personnel performance assessments together with any response any personnel wishes to include are signed and returned within 15 days of receipt
- 15.3 You must insert clauses in any subcontracts relating to the Contract that require the subcontractor to agree that:
- (a) in relation to the subcontract, we or the Donor may issue:
- (i) a subcontractor performance assessment; or
- (ii) subcontractor key personnel performance assessments
- (b) the performance assessments will be substantially in accordance with or Donor templates (available on DFAT website, amended from time-to-time)
- (iii) DT Global templates, amended from time-to-time and available upon request; or
- (iv) Donor templates, amended from time-to-time and available on DFAT website
- (<https://dfat.gov.au/about-us/business-opportunities/Pages/resources.aspx>).
- (c) The subcontractor will sign and return the subcontractor performance assessment together with any response within 15 days of receipt and will ensure that subcontractor personnel performance assessments together with any response any personnel wishes to include are signed and returned within 15 days of receipt.
- 16 Donor use of Contractor Confidential Information**
- 16.1 Subject to this **Clause Error!** Reference source not found., DT Global or the Donor must not, without your prior written approval, make public or disclose to any person any Contractor Confidential Information.
- 16.2 We or the Donor may disclose matters relating to the Contract, including the Contractor Confidential Information:
- (a) to our Donor's advisers, officers, employees or subcontractors in order to manage this Contract;
- (b) on request to other Commonwealth governmental departments and agencies;
- (c) to the responsible Minister;
- (d) in response to a request by a House or a Committee of the Parliament of the Commonwealth of Australia;
- (e) to the Australian National Audit Office or any other auditor appointed by DFAT;
- (f) to the Commonwealth Ombudsman;
- (g) is authorised or required by law to be disclosed; or
- (h) if required in connection with legal proceedings.
- 17 Early Notification**
- 17.1 You must immediately notify us if the you (or any or your Related Entities), your Personnel or subcontractors and their personnel are:
- (a) listed on a World Bank List or on a Relevant List;
- (b) subject to any proceedings or an informal process which could lead to listing on a World Bank List or listing on a Relevant List;
- (c) temporarily suspended from tendering for World Bank contracts by the World Bank, pending the outcome of a sanctions process;
- (d) temporarily suspended from tendering by a donor of development funding other than the World Bank; or
- (e) the subject of an investigation (whether formal or informal) by the World Bank or another donor of development funding.
- 18 Records, Books and Accounts**
- 18.1 You must at all times maintain full, true, separate and up to date records, books and accounts in relation to the Agreement.
- 18.2 These records, books and accounts must:
- (a) enable the prevention, detection and investigation of fraud; and
- (b) be kept in a manner that permits them to be conveniently and properly audited.
- 19 Audits**
- 19.1 We or the Donor may conduct audits relevant to the performance of any of your obligations under this Agreement.
- 19.2 Where we or the Donor has reasonable concerns regarding your financial management system, we must provide you with written notification of those concerns and what action may be required, including but not limited to, an independent audit conducted by a suitable organisation.
- 19.3 You are required to respond to any notice within 14 business days. If you do not respond, or your response does not alleviate our concerns, we may direct you to engage an independent auditor.
- 19.4 If we or the Donor directs you to undertake an independent audit under this **Clause Error!** Reference source not found.:

- (a) the terms of reference must be agreed in writing by us, including the level of assurance required from the audit;
- (b) the terms of reference must include explicit acknowledgement of us and the Donor as a party who will place reliance on the conduct of the audit and the contents of the audit report;
- (c) the audit must be undertaken according to the relevant professional auditing standards and those standards must be detailed in the terms of reference;
- (d) you will bear the total cost of the audit; and
- (e) we will not make any further payments owed to you pending certification of the reliability of your financial management systems and the veracity of the invoicing procedures and practices.

20 Work Health and Safety

- 20.1 The Contractor must perform its, and must ensure that its Personnel and its subcontractor's Personnel, perform their, obligations under this Contract in strict compliance with applicable work health and safety (WHS) laws, standard and policies and are able to participate in:
- (a) any necessary inspections of work in progress;
 - (b) any necessary consultation with DT Global regarding implementation of WHS provisions; and
 - (c) tests and evaluations of the Goods and Services.
- 20.2 The Contractor agrees, when using DFAT's premises or facilities, to comply with all reasonable directions and procedures relating to work health and safety and security in effect at those premises or in regard to those facilities, as notified by DFAT or as might be inferred from the use to which the premises or facilities are being put.
- 20.3 Without limiting any other provision of this Contract, the Contractor agrees to, on request, give all reasonable assistance to DT Global, by way of provision of information and documents, to assist DT Global to comply with the obligations under of any WHS law.
- 20.4 The Contractor acknowledges that we may direct you to take specified measures in connection with the Contractor's work under this Contract that we consider reasonably necessary to deal with an event or circumstance that has or is likely to have, an adverse effect on the health or safety of persons. The Contractor must comply with the direction at its own cost.

21 Construction Services

Delete if no tenancy refurbishment. Only include this clause if tenancy refurbishment is being undertaken. Prior to any tenancy refurbishment, Group Legal must review the lease and provide advice on any liability provisions within it. For all other construction related work/activities AS4906 or AS4000 contracting templates must be used NOT this template. .Construction is defined as a project in which DT Global contracts to carry out some or all of the work necessary to implement or deliver physical infrastructure, whether directly or by subcontracting the work, as distinct from contracting with the Principal or the Principal's agent to manage, superintend or inspect the work of a contractor or contractors.

- 21.1 You must ensure that all construction design work is carried out:
- (a) in accordance with and so as to comply with any design brief or functionality requirements notified by us or the Donor;
 - (b) to a high standard of skill, care and diligence expected of a design professional; and
 - (c) to ensure that the design work is fit for its intended purpose.
- 21.2 You must ensure that all construction services have appropriate insurances included but not limited to construction works, public liability, professional indemnity and workers' compensation insurance and these insurances must:

- (a) where applicable be in the names of you, DT Global and the Donor;
- (b) ensure that the insurer waives all rights of subrogation or action it may have against DT Global or the Donor;
- (c) ensure that the insurer accepts the term 'insured' as applying to each of the persons covered by the policy as if a separate policy of insurance had been issued to each of them;
- (d) ensure that any inadvertent non-disclosure or inadvertent inaccurate disclosure by a person covered by the policy does not prejudice the rights under the policy of the other persons/s covered by the policy; and
- (e) ensure that the knowledge of one insured party will not be imputed to another insured party in assessing compliance with the applicable duty or duties of disclosure.

- 21.3 You must provide, upon request by Us, the relevant insurance policies and certificates of currency and list of exclusions. Failure to provide this will be grounds for termination.
- 21.4 You are responsible for the payment of all excesses and deductibles of the insurances required to be maintained by you under this Agreement and all such insurance are primary insurances.
- 21.5 You must ensure that all Construction Work is carried out:
- (a) in accordance with DT Global or Donor-approved plans and specifications;
 - (b) so that it is fit for its intended purpose;
 - (c) using good workmanship and, unless otherwise approved or specified, new materials;
 - (d) employing competent and appropriately qualified personnel; and
 - (e) in a manner which clearly seeks to achieve the aims of the Project.
- 21.6 If you engage Specialist Construction subcontractors to undertake Construction Work then you must obtain our written approval. The engagement of Construction subcontractors shall not relieve you from any liability for the performance of this Agreement.
- 21.7 When engaging a Construction subcontractor, you must undertake a competitive tendering process that complies with the *Commonwealth Procurement Rules* (CPRs) and Donor's policy on applying the Mandatory Procedures in Division 2 of the CPRs.
- 21.8 If we reasonably consider that you have not adhered to appropriate processes or policies with respect to advertising for, or the evaluation of, tenders, we may require you to cancel the tender selection process. In such circumstances you may be required to repeat the competitive tender process at no additional cost to us.
- 21.9 You warrant that you will exercise a duty of care and good faith to DT Global and the Donor in performing your obligations under this Agreement including the preparation of all tender documentation and the administration of any Construction subcontract, including ensuring that such subcontracts allow for the correction of any Construction Defects.
- 21.10 You must comply with DT Global's Contractor Safety Booklet, available from project location. **delete if not tenancy refurbishment**

22 Security

This clause should only be used should there be approved Tenancy Refurbishment, otherwise rename Clause 'Not Used' and delete all sub-clauses.

- 22.1 You agree that **xx% amend as appropriate but the minimum to be withheld is 10%** will be withheld by DT Global as Security. This amount will be withheld from your final payment, in accordance with **Clause 22 and Clause 23.**
- 22.2 DT Global may have recourse to any Security held by it under this Agreement where you fail to rectify any defect during the Defects Liability Period or where DT

Global incurs costs in rectifying defects in the construction services for which you are responsible. DT Global may have recourse to the Security after it has provided five (5) Business Days written notice to you of its intention to have the recourse to the Security.

- 22.3 DT Global must release the amount of 50% of the Security within 10 Business Days after the issuing of Certificate of Substantial Completion (or equivalent), with the balance to be released on expiry of the Defects Liability Period.

23 Construction Defects

Delete if no tenancy refurbishment.

- 23.1 The Defects Liability Period will commence at 4:00pm on the day the Certificate of Substantial Completion (or equivalent) is issued and will remain in place for a period of 12 calendar months **BUM approval is required this is Defect Liability Period is lowered** after the construction services are completed.
- 23.2 During the Defects Liability Period, you must carry out rectification of Defects:
- (a) at times and in a manner causing as little inconvenience to DT Global; and
 - (b) in accordance with all directions of DT Global.
- 23.3 If rectification is not carried out in accordance with DT Global's directions, DT Global may have the rectification carried out by others. The cost incurred by DT Global in having the rectification carried out may be certified by DT Global as money due and payable to DT Global. Any rectification work performed during the Defects Liability Period shall be deemed to be work under the contract and will be subject to the same Defects Liability Period from the date of completion of the rectification of the defect.

24 Use of appropriate building materials

Delete if no tenancy refurbishment. Only include this Clause if tenancy refurbishment is being undertaken. Prior to any tenancy refurbishment, Group Legal must review the lease and

provide advice on any liability provisions within it. Any other construction related work/activities must not use this Subcontractor Agreement template, but instead use either the AS4906 or AS4000 contracting templates. Construction is defined as a project in which DT Global contracts to carry out some or all of the work necessary to implement or deliver physical infrastructure, whether directly or by subcontracting the work, as distinct from contracting with the Principal or the Principal's agent to manage, superintend or inspect the work of a contractor or contractors. This also includes project office renovation work.

- 24.1 You will use your best endeavours to ensure that:
- (a) any timber or other building materials used in any way for the Project has been sustainably harvested, or sourced from recycled building materials, and
 - (b) any supplies or building materials used in any way for the Project do not contain any asbestos.
- 24.2 This requirement is binding upon you and any subcontracts let as part of the Project.
- 24.3 You must include in each report certification that:
- (a) Supplies, or building materials used in any way for the project, including those used by subcontractors, are not made of or do not contain asbestos, and
 - (b) any timber used in any way for the Project has been sustainably harvested; or is otherwise sourced from recycled building materials.
- 24.4 In the event that Supplies, or building materials provided or used in any way for the Project by your subcontractor do not comply with the requirements of this **Clause** Error! Reference source not found. you must:
- (a) immediately upon becoming aware of the non-compliance, or
 - (b) immediately upon receipt of a notice from us or the Donor, at your expense, replace the relevant Supplies or materials.

Schedule 2 Definitions and Interpretations

These may be added to as necessary

Accommodation: Means the accommodation and terms of accommodation set out in **Schedule 4**.

Adviser: Means an individual who provides advice on the strategic direction or implementation of an international development assistance program and is engaged under this Agreement. This includes:

- (a) individuals who provide technical expertise and advice to counterpart governments and/or other in-country development partners;
- (b) individuals who provide technical advice to the Donor; or
- (c) individuals who provide leadership and oversight or technical inputs for the delivery of the Project;
- (d) individuals engaged by you as employees or subcontractors and individuals engaged by your subcontractors,
- (e) but does not include:
- (f) locally engaged staff employed in non-specialist roles associated with this Agreement, including staff engaged in administrative or logistical roles; or
- (g) your head office staff or contractor representatives.

Adviser Information: Means the information requested by the Donor in accordance with **Schedule 1 Clause 14.1**. Adviser Information may be Personal Information.

Adviser Remuneration Framework or 'ARF': Means the Framework that define DFAT's policies and procedures for determining the remuneration of commercially contracted international aid advisers and outlines requirements for implementing and monitoring these policies. DFAT staff (and Managing Contractors engaging Advisers on DFAT's behalf) must work within the Framework, as amended from time to time. It is available on DFAT's website: <http://dfat.gov.au/about-us/publications/Pages/adviser-remuneration-framework.aspx>.

Agreement: Means this Agreement including the recitals, schedules and annexures (if any).

Agreement Details: Means the summarised details noted at the front of this Agreement that are unique to this Agreement.

Agreement Terms: Means the terms and conditions on which we engage you.

Assignment: Means the Assignment or Position Title named at **Item 2** of the **Agreement Details** and described in **Schedule 3**.

Black Economy Procurement Connected Policy: means the Black Economy – increasing the integrity of government procurement: Procurement connected policy guidelines March 2019 available at www.treasury.gov.au/publication/p2019-t369466

Confidential Information: Means any and all information disclosed to or acquired by the Contractor or Contractor's Personnel or Contractor's subcontractors from DT Global, the Donor or any other party for or in connection with the Agreement, but excludes information which is in or becomes part of the public domain otherwise than through breach of this Agreement or an obligation of confidence owed to DT Global or the Donor.

Conflict of Interest: Conflict of Interest is a situation in which the impartiality of a person in discharging their duties could be called into question because of the potential (perceived or actual) influences of personal considerations whether these are financial or other. The conflict in question is between official duties and obligations on the one hand, and private interests on the other.

Construction Defect: ~~delete if no tenancy refurbishment~~ Means any defect, fault, shrinkage or omission in any Construction Work or any other aspect of any Construction Work which is not in accordance with the Agreement requirements.

Construction Works: ~~delete if no tenancy refurbishment~~

Includes all the construction and building work of any kind including the installation of equipment required for the Project referred to in **Clause Error! Reference source not found.** of **Schedule 1**.

Contract Material: Means all Material created or required to be developed or created on or following the commencement of the term of this Contract as part of, or for the purpose of the Contractor performing the Services.

Contractor: Means the organisation named in **Item 6** of the **Agreement Details**.

Contractor Confidential Information means information that is by its nature confidential, but does not include this Contract or information which is or becomes public knowledge other than by breach of this Contract or any other confidentiality obligation.

Contractor Personnel: Means personnel either employed by the Contractor or Associates, engaged by the Contractor or Associates on a subcontract basis, including the Specified Personnel, or agents of the Contractor or Associates engaged in the provision of the Services.

Criminal Record Check: Means a check of an individual's criminal history record, conducted by the police or other authority responsible for conducting such checks.

Cyber Security Incident: Means a single or series of unwanted or unexpected identified occurrences of a system, service or network state indicating a potential or actual breach of cyber security procedures, process or requirements and threatening security.

Debts: Means unpaid personal accounts and funds withdrawn from the Project.

Dependent Child: Means a child under 21 years of age who is a natural, step- or adopted child of the Adviser, a child of the Adviser's Partner or a child for whom the Adviser is a legal guardian.

Dependents: Means a spouse or any dependent persons accompanying the Contractor's Personnel or subcontractor's Personnel on assignment. Note definition of Dependents in this Agreement may be different to the definition of a dependent under any insurance policy.

Donor: Means the Donor named in **Item 4** of the **Agreement Details**.

DT Global: Means DT Global Asia Pacific Pty Ltd ACN 006 170 869 and its Related Bodies Corporate within the meaning of the *Corporations Act 2001*. DT Global includes the company formerly known as DT Global Emerging Market (Australia) Pty Ltd.

DT Global Manager: Means DT Global's Head of Region or Business Unit Manager or nominee named in **Item 17** of the **Agreement Details**.

Fraud: Fraud or 'Fraudulent Activity' means dishonestly obtaining a benefit, or causing a Loss, by deception or other means, and includes alleged, attempted, suspected or detected fraud.

Goods and Services Tax: As defined in the *Goods and Services Tax Act, 1999*.

Head Contract: Means the Contract between DT Global and DT Global's Donor.

Intellectual Property: Means all intellectual property rights including copyright and all rights in relation to inventions (including patent rights), trademarks, designs and confidential information, and any other rights resulting from intellectual activity in the industrial, scientific, literary and artistic fields recognised in domestic law anywhere in the world.

Location: Means the location where the Assignment is to be performed, set out in **Item 9** of the **Agreement Details**.

Long Term Adviser or 'LTA': Means an adviser working continuously for six (6) months or longer on the Project.

Material: includes property, equipment, information, data, documentation or other material in whatever form, including any software, reports, specifications, business rules or requirements, user manuals, user guides, operations manuals, training materials and instructions, and the subject matter of any category of Intellectual Property Rights.

Mobility Allowance: Means the Mobility Allowance for International advisers as defined and provided for under DFAT's Adviser Remuneration Framework for DFAT projects.

Mobility Allowance Supplement: Means a fixed monthly allowance paid to long term advisers who have relocated in-country from their permanent country of residence and are accompanied by at least one Dependent Child who attends kindergarten (primary education) through to year 12 (secondary education).

Moral rights: Means a personal right independent of an author's economic rights; moral rights include the right to claim authorship of a work (right of attribution) and to object to modifications of the work such as distortion, mutilation, or other derogatory action in relation to the work that would be prejudicial to the author (right of integrity) and a right not to have authorship falsely attributed.

Net Remuneration: Means the sum remitted to your bank account, net of statutory deductions such as Superannuation and income tax as applicable.

Notice Addresses: For DT Global this means the addresses as noted on the front cover. For the Contractor this means the address set out in **Item 7** of the **Agreement Details**.

Parties: Means the two signatories to this Agreement.

Partner Country: Means the country or countries set out in **Item 8** of the **Agreement Details** in which the Services are to be delivered.

Personal Information: information or an opinion (including information or an opinion forming part of a database), whether true or not and whether recorded in a material form or not, about an individual whose identity is apparent, or can reasonably be ascertained, from the information or opinion, as set out in Section 6 of the *Privacy Act 1988 (Cth)*.

Personnel (your Personnel): means personnel either employed by you or your Associates, engaged by you or your Associates on a subcontract basis, including the Specified Personnel, or agents of you or your Associates engaged in the provision of the Services.

Point of Origin: This is the point from which you are contracted and from where you depart to commence the Assignment. In most cases, it will be a location in the Contractor's Country of Registration as specified in **Item 16** of the **Agreement Details**.

Police Clearance Certificate: Means the certificate showing the results of a Criminal Record Check, issued by the police or other authority responsible for conducting such checks.

Pre-existing Contractor Material: Means any Material developed by the Contractor that:

- (a) is in existence at the commencement of the term of this Contract or is subsequently brought into existence other than as a result of the performance of the Contract; and

- (b) is embodied in, or attaches to, the Services or is otherwise necessarily related to the functioning or operation of the Services.

Project: Means the Project and Activity named in **Item 2** of the **Agreement Details**.

Project Director: Means DT Global's Project Director or Contractor Representative or nominee named in **Item 19** of the **Agreement Details**.

Project Manager: Means DT Global's Project Manager or Project Coordinator or nominee named in **Item 20** of the **Agreement Details**.

Project Office: Means DT Global's Project Office in the Recipient Country from which administrative matters relevant to the Project are handled by DT Global

Reasons Beyond our Control: This term may also be referred to as 'force majeure'. For the purposes of this Agreement, 'reasons beyond our control' means conditions beyond DT Global's reasonable control. This may include any act of God or terrorism, war, fire, flood, strikes, lockouts, delays in transport, breakdowns in machinery, restrictions or prohibitions by any government or semi-government authority, embargoes, or any conditions affecting DT Global's ability to comply with its obligations under its Head Contract with its Donor.

Recipient Organisation: Means the organisation or agency, whether a private entity or government agency that is the recipient of the services provided under the Contract.

Related Entity: Means Related Entity as defined in the Corporations Act 2001 (Cth).

Remuneration: Means the remuneration set out in **Schedule 4**.

Satisfactory: means meets the conditions set out in Part 6.b of the Black Economy Procurement Connected Policy or, if the circumstances in Part 6.c apply, the conditions set out in Part 8.b of the Black Economy Procurement Connected Policy.

Scope of Services: As noted at **Schedule 3** sets out your duties, responsibilities and obligations under this Agreement.

Services: Means Services to be performed under this Agreement and referred to in **Schedule 3**.

Short Term Adviser or 'STA': Means an adviser working on the Project for less than six (6) months continuously.

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: www.ato.gov.au/Business/Bus/Statement-of-tax-record.

Specified Personnel: Means the Contractor Personnel who are identified in **Schedule 3** and **Schedule 4**.

Supply: For the purposes of invoicing of GST, Supply includes all services and/or materials supplied under this Agreement.

Team Leader: Means the person named at Item 18 of the Agreement Details or otherwise nominated by DT Global from time to time as being in charge of advisers, consultants and contractors working on the Project.

Valid: means valid in accordance with Part 7.e of the Black Economy Procurement Connected Policy.

Schedule 3 Scope of Services

These are generic and should suit most projects however please check to ensure that it is appropriate and relevant. Project Directors must ensure that ToRs adequately cover DT Global corporate requirements, not just Head Contract deliverables. Also check against position terminology and adjust where there may be no Team Leader or Project Director / Corporate Representative.

General

1. As a contractor on this Project you may work in a team with colleagues, counterpart agency staff, and our locally engaged staff. This will require you to establish and maintain harmonious and effective relationships and to undertake your duties to a high professional standard.
2. You will faithfully represent the best interests of DT Global in all matters when dealing with the Donor, counterparts, and team members.
3. You will be responsible to the Project Director through the Team Leader on site. **adjust for Australian Team leader or where there is no Team Leader or PD**
4. You will undertake and complete the duties prescribed in the Specific Scope of Services. Completion will be within the specified time frame to achieve the Project's objectives and contractual milestones. Meeting milestones on time is a condition for satisfactory completion of your Assignment for payment purposes.
5. Your duties will include the preparation of reports and other documentation required to satisfy our contractual undertakings to the Donor. We will provide you with the required document formats. If amendments to reports are necessary you will be expected to make the changes promptly and to the required standard.
6. During your Assignment it could be expected that you will make presentations to us, Partner country agencies, our Donor and other agencies on matters related to your duties.
7. A completion report for your Assignment will be given to the Team Leader before departure from the Location. The report must be presented to the Project Director within two weeks of completing your Assignment on site. This report must be completed to the required standard prior to receipt of final payment. The report will be prepared in accordance with the specifications provided by the Team Leader. **modify for the Australian Team Leader or where there is no Team Leader or PD**
8. Your duties may be varied from time to time by the Team Leader **modify for the Australian Team Leader or where there is no Team Leader or PD** or Project Director to meet changing project needs. No changes shall be made unless agreed to by both parties and reflected in a variation or amendment to this Agreement where necessary.

Specific

Terms of Reference

This section (to be inserted for each Agreement) will be as per the ToRs approved by our Donor. It should also specify or refer to specifications required for any report(s)

Schedule 4 Basis of Payment

1 Maximum Amount Payable

Project Manager/Director to amend as appropriate. Careful attention should be paid to ensure that these clauses accurately reflect the Head Contract

- 1.1 The maximum amount payable by DT Global to the Contractor shall not exceed the sum of **AUDxxxx** plus GST, if any to a maximum of **AUDxxxx**.
- 1.2 The maximum amount payable is comprised of the following elements:
- 1.3 Fixed Management Fee (see **Clause Error! Reference source not found.**); and
- 1.4 Reimbursable Costs:
 - (a) Long Term Adviser Costs (see **Clause Error! Reference source not found.**);
 - (b) Short Term Adviser Costs (see **Clause Error! Reference source not found.**);
 - (c) Adviser Support Costs (see **Clause Error! Reference source not found.**);
 - (d) Locally/Nationally Engaged Office Support Personnel (**Clause Error! Reference source not found.**);
 - (e) Operational Costs (see **Clause Error! Reference source not found.**).
- 1.5 DT Global shall not be liable for any Costs or expenditure incurred by the Contractor in excess of this amount.

2 Fixed Management Fee

Project Manager/Director to amend as appropriate. Careful attention should be paid to ensure that these clauses accurately reflect the Head Contract

- 2.1 The maximum amount payable to the Contractor as a Fixed Management Fee shall not exceed the sum of **AUDxxxx** (excluding GST).
- 2.2 The Fixed Management Fee is comprised of the items listed in **Table 1** of this **Schedule 4**.
- 2.3 DT Global shall pay the Fixed Management Fee specified in as Milestone Payments in accordance with **Error! Reference source not found.** of this **Schedule 4**.
- 2.4 100% of the Fixed Management Fee will be paid to the Contractor in the form of Milestone Payments as shown in **Error! Reference source not found.** to this **Schedule 4** following written acceptance of the satisfactory completion of identified deliverables.
- 2.5 The criteria for 'satisfactory completion' of an identified deliverable will be as specified in **Error! Reference source not found.** to this **Schedule 4** as the 'Means of Verification'.
- 2.6 It is DT Global's corporate practice to inform Contractors as soon as reasonably possible, and in any case within 30 calendar days of receipt of notice of the completion of an identified deliverable or provision of a report whether or not that deliverable or report is accepted.
- 2.7 The Milestone Payment amount payable to the Contractor will be paid within 30 calendar days of DT Global's receipt of a correctly rendered invoice.
- 2.8 Where a Milestone Payment is to follow acceptance of a report, DT Global shall not be obliged to make payment until all of the outputs to be achieved by the Contractor in the period covered by the report have been achieved.
- 2.9 A payment by DT Global is not an admission of liability. In the event that DT Global makes a payment for the completion of a Payment Milestone or the procurement of Supplies or inputs that DT Global subsequently learns have not been completed to the

quality or performance specifications required or provided as required, the payment shall be deemed an overpayment and recoverable from the Contractor. Without limiting recourse to other available remedies, the overpayment may be offset against any amount subsequently due to the Contractor.

3 Long Term Adviser Costs

Project Manager/Director to amend as appropriate. Careful attention should be paid to ensure that these clauses accurately reflect the Head Contract.

- 3.1 DT Global shall reimburse the Contractor at actual cost up to a maximum of **AUDxxxx** (excluding GST) for the Long Term Adviser Costs as specified in **Error! Reference source not found.** of this **Schedule 4**.
- 3.2 For each Long Term Adviser DT Global shall pay the Contractor, at the end of **each three (3) month period change duration as appropriate**, on a reimbursable basis in arrears within 30 calendar days of its receipt of a correctly rendered invoice, the following items:
 - (a) the Monthly Remuneration Rate in accordance with the Job Level and Professional Discipline Category specified in the Position Description and calculated in accordance with the Adviser Remuneration Framework (ARF) for International advisers. The Monthly Remuneration Rate for International and National Long Term Advisers shall be inclusive of:
 - (b) base salary;
 - (c) superannuation levy, if any;
 - (d) paid annual leave allowances of up to 20 working days per annum and personal leave allowances of up to ten (10) days per annum, to accrue on a pro rata basis per 12 months' continuous engagement on the Project;
 - (e) any locally recognised public holidays;
 - (f) private transport costs;
 - (g) all escalators for the Term of this Agreement;
 - (h) Mobility Allowance² (for international long term advisers), where applicable;
 - (i) Mobility Allowance Supplement¹, where applicable; and
 - (j) Special Location Allowance (for International advisers), where applicable.

BUT exclusive of:

- (k) any profit, overheads, administration or management fee, or any other mark-up/margins on the part of the Contractor;
- (l) Leave accrued during the assignment for Long Term Advisers shall be deemed to be taken in the 12-month period it falls due and cannot be accumulated or paid out.

4 Short Term Adviser Costs

Project Manager/Director to amend as appropriate. Careful attention should be paid to ensure that these clauses accurately reflect the Head Contract.

- 4.1 DT Global shall reimburse the Contractor at actual cost up to a maximum of **AUDxxxx** (excluding GST) for Short Term Adviser Costs as specified in **Error! Reference source not found.** of this **Schedule 4**.
- 4.2 For each Short Term Adviser DT Global shall pay the Contractor, at the end of **each three (3) month period change duration as appropriate**, on a reimbursable basis in arrears within 30 calendar days of its receipt of a correctly rendered invoice, for the following items:

² Where applicable, a Mobility Allowance and a Mobility Allowance Supplement may be payable to international Long Term Advisers with accompanying partners or dependents, in accordance with DFAT's Adviser Remuneration Framework. Each applicable international Long Term Adviser must submit a Declaration of Status deed poll (Schedule 6) on

commencement and within five (5) days of any temporary or permanent changes in status, as this will impact the amount payable. Payment of Mobility Allowance and Mobility Allowance Supplement, as well as the amount payable, is at the Client's discretion.

- (a) the Daily Remuneration Rate in accordance with the Job Level and Professional Discipline Category specified in the Position Description and calculated in accordance with the Adviser Remuneration Framework (ARF) for International advisers. The Daily Remuneration Rate for International and National Short Term Advisers shall be inclusive of:
- (i) base salary;
 - (ii) superannuation levy, if any;

BUT exclusive of:

- (iii) any profits, overheads, administration or management fee, or any other mark-up/margins on the part of the Contractor.

5 Adviser Support Costs

Project Manager/Director to amend as appropriate. Careful attention should be paid to ensure that these clauses accurately reflect the Head Contract.

- 5.1 DT Global shall reimburse, at the end of each three (3) month period change duration as appropriate, the Contractor at actual cost up to a maximum of AUDxxxx (excluding GST) for Support Costs for Long Term Advisers and Short Term Advisers in accordance with **Error! Reference source not found.** of this **Schedule 4**, for the following items:
- 5.2 **Housing Costs:** expenses associated with rental accommodation for Long Term Advisers and any accompanying dependents, supported by lease and rental receipts. Long Term Advisers with spouses or partners who are already in receipt of an expatriate accommodation allowance will not be eligible to reimbursement for Housing Costs. Accommodation costs cannot be used to supplement the purchase of assets, therefore DFAT will not contribute to Contractor Personnel mortgages;
- 5.3 **Mobilisation/Demobilisation Costs:** for Long Term Advisers and any accompanying dependents including all reasonable one-off costs associated with mobilisation and demobilisation as defined under ARF, and may include: any necessary medical clearances and inoculations; uplift of effects and temporary storage costs (not exceeding two weeks during the mobilisation/demobilisation period); and the cost of one return international flight from home location for the Long Term Adviser and any accompanying dependents. DFAT does not reimburse costs for: storage of personal effects in the Adviser's country of origin; pet transportation and quarantine costs; anti-malarials or other ongoing medications; mail redirection; furniture, manchester or other household items.
- 5.4 **Airfares:** reimbursed at economy class for each flight sector of number hours or less and business class for each flight sector greater than number hours duration. Any travel undertaken at cheaper rates (e.g. discount fares) does not entitle the Supplier to reimbursement of the cost of any higher class of travel. Travel must be via the most direct and cost effective route. A 'flight sector' means from any one flight departure point to any one flight landing point;
- 5.5 **Hotel Accommodation:** reimbursed at lesser of actual cost incurred or amount specified, per 24-hour period;
- 5.6 **Travelling Allowance:** an agreed daily rate towards the costs of meals and incidentals;
- 5.7 **International Communication Costs:** an agreed rate for costs that are directly related to the Services;
- 5.8 **Compulsory Arrival and Departure Taxes, and Travel to and from Airport (e.g. taxis):** reimbursed at reasonable cost;
- 5.9 **Transport Costs:** which includes reasonable costs directly relating to the Services and for overseas Activity purposes only;
- 5.10 **Medical Insurance:** reimbursed at reasonable cost; and
- 5.11 **Security Costs:** any reasonable costs related to security for International advisers as approved by DT Global in writing.
- 5.12 This **Clause Error! Reference source not found.** excludes any Adviser Support Costs that are provided for under **Clause Error! Reference source not found.** **Error! Reference source not found.**
- 5.13 Funds may be moved between the different categories in **Error! Reference source not found.** for **Clause Error! Reference source not found.** above, with written approval from DT Global (no Agreement amendment required), provided the combined upper limit in **Clause Error! Reference source not found.** above is not exceeded.

6 Locally/Nationally Engaged Office Support Personnel

Project Manager/Director to amend as appropriate. Careful attention should be paid to ensure that these clauses accurately reflect the Head Contract.

- 6.1 DT Global shall reimburse, at the end of each three (3) month period change duration as appropriate, the Contractor at actual cost up to a maximum of AUDXXX (excluding GST) for Locally/Nationally Engaged Office Support Personnel Costs related to personnel not classified by the Adviser Remuneration Framework in accordance with **Error! Reference source not found.**, including the following items:
- (a) inclusive of base salary and any entitlements in accordance with local labour laws; and
 - (b) inclusive of all escalators for the term of this Services Order; BUT
 - (c) exclusive of any profit, overheads, administration or management fee, or any other mark-up/margins on the part of the ISP.
- 6.2 Leave accrued during the assignment for Locally Engaged Long Term Personnel shall be deemed to be taken in the 12 month period it falls due and cannot be accumulated or paid out

7 Operational Costs

Project Manager/Director to amend as appropriate. Careful attention should be paid to ensure that these clauses accurately reflect the Head Contract.

- 7.1 DT Global shall reimburse the Contractor at actual cost up to a maximum of AUDxxxx (excluding GST) for Operational Costs as specified in **Table 7** of this **Schedule 4**.
- 7.2 DT Global shall pay the Contractor, quarterly change duration as appropriate on a reimbursable basis in arrears Operational Costs including the following items:
- (a) Office rental
 - (b) Utilities
 - (c) Telephone
 - (d) Internet
 - (e) Office consumables
 - (f) Vehicle Purchase
 - (g) Vehicle Maintenance
 - (h) Office equipment insurance
 - (i) Website Maintenance/Hosting
 - (j) Locally Engaged Staff Work Related Travel
 - (k) Office Security
 - (l) Equipment;
 - (m) Training/Workshops;
 - (n) Travel (accommodation etc.);
 - (o) General Meetings (venue hire, food etc.);
 - (p) Consumables (vehicles repairs, maintenance and insurance; fuel; ground transport; office consumables; publications etc.); and
 - (q) Other costs as approved by DFAT.

- 7.3 Administration, equipment and operational costs are limited to the costs of setting up and running Program offices.
- 7.4 Funds may be moved between the different categories in Table 7, with written approval from DT Global (no Agreement amendment required), provided the combined upper limit in **Clause** Error! Reference source not found. is not exceeded.

8 Security

Project Manager/Director to amend as appropriate. This is to only be used for tenancy Refurbishment Careful attention should be paid to ensure that these clauses accurately reflect the the same percentage in **Clauses 22 and 23. The BOP tables must clearly incorporate the Security amount to be withheld**

- 8.1 DT Global will withhold xx% amend as appropriate but the minimum to be withheld is 10% as Security. This amount will be withheld from your final payment, in accordance with **Clause 22** and **Clause 23**.
- 8.2 Subject to DT Global's acceptance of the Certification of Substantial Completion, DT Global will release the amount of 50% of the Security within 10 Business Days, with the balance to be released on expiry of the Defects Liability Period.

9 Claims for Payment

- 9.1 The Contractor's tax invoice must be submitted when due pursuant to this **Schedule 4** in a form identifiable with the Services.
- 9.2 All tax invoices must include a certification by a Company director of the Contractor, or their delegate:
- (a) that the invoice has been correctly calculated;
 - (b) that the Services included in it have been performed in accordance with this Agreement; and
 - (c) that the invoice is addressed to the DT Global Team Leader.
- 9.3 All claims for payment must be made out to:
- Project Name**
Project Director / Project Manager / Team Leader (as appropriate)
Address
Country
Telephone: (+xx) xxx xxx xxx
Facsimile: (+xx) xxx xxx xxx
- 9.4 Tax invoices should be sent to the above address. Alternatively, DT Global will accept electronic tax invoices. These can be emailed to **email address**.
- 9.5 Invalid tax invoices will be returned to the Contractor. Information on what constitutes a valid tax invoice can be found at: <https://www.ato.gov.au/business/gst/tax-invoices/>.

Table 1: Management Fee Breakdown (for full Term of the Agreement) (Clause Error! Reference source not found.)

| Item | Maximum Amount Payable (AUD) |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------|
| Profits, including commercial margins and mark-up for personnel and project management | |
| Financial management costs, including the cost of an independent annual audit of the Project and financing costs, if any | |
| Costs of Contractor administrative and head office staff, including the cost of a Contractor Representative, if any | |
| Insurance costs as required by this Agreement, but exclusive of the costs of medical insurance for Advisers | |
| Taxation, as applicable | |
| Costs of complying with the Contractor's reporting and liaison obligations under this Agreement | |
| Costs associated with all personnel briefings in Australia or in-country | |
| Costs associated with any subcontracting and procurement of goods and services | |
| Costs, including domestic and international travel, accommodation, per diems, and local transport costs where required for all Contractor Head Office personnel | |
| Any other overheads required to perform the Services in accordance with this Agreement | |
| Recruitment costs | |
| All escalators for the Term of this Agreement | |
| Any allowance for risks and contingencies | |
| Professional development and training costs | |
| All other costs not specifically identified in this Error! Reference source not found. (specify) | |
| TOTAL | |

Table 2: Milestone Payments (Clause Error! Reference source not found.)

| No. | Milestone Deliverable | Means of Verification | Due Date | Upper limits payable (AUD) |
|--------------|-----------------------|-----------------------|----------|----------------------------|
| 1 | | | | |
| 2 | | | | |
| 3 | | | | |
| 4 | | | | |
| 5 | | | | |
| TOTAL | | | | |

Table 3: Reimbursable Long Term Adviser Costs (Clause Error! Reference source not found.)

| Position | Name | Discipline Group & Job Level (for Internationals) | Leave | Inputs Up To (Months) | | | | | | Remuneration Rate (AUD): Monthly Base Fee Rate, Mobility Allowance and Mobility Allowance Supplement (for Internationals) | | | | | Upper Limits Payable (AUD) | |
|--------------|------|---------------------------------------------------|-------|-----------------------|----|----|----|----|-------|---------------------------------------------------------------------------------------------------------------------------|----|----|----|----|----------------------------|--|
| | | | | Y1 | Y2 | Y3 | Y4 | Y5 | Total | Y1 | Y2 | Y3 | Y4 | Y5 | | |
| | | | | | | | | | | Fee | | | | | | |
| | | | | | | | | | | Mobility Allowance | | | | | | |
| | | | | | | | | | | Mobility Allowance Supplement | | | | | | |
| | | | | | | | | | | Fee | | | | | | |
| | | | | | | | | | | Mobility Allowance | | | | | | |
| | | | | | | | | | | Mobility Allowance Supplement | | | | | | |
| | | | | | | | | | | Fee | | | | | | |
| | | | | | | | | | | Mobility Allowance | | | | | | |
| | | | | | | | | | | Mobility Allowance Supplement | | | | | | |
| TOTAL | | | | | | | | | | | | | | | | |

Table 4: Reimbursable Short Term Adviser Costs (Clause **Error! Reference source not found.**)

| Position | Name | Discipline Group & Job Level (for Internationals) | Inputs Up To (Days Worked) | | | | | | Daily Fee Rate (AUD) | | | | | Upper Limits Payable (AUD) | |
|--------------|------|---------------------------------------------------|----------------------------|----|----|----|----|-------|----------------------|----|----|----|----|----------------------------|--|
| | | | Y1 | Y2 | Y3 | Y4 | Y5 | Total | Y1 | Y2 | Y3 | Y4 | Y5 | | |
| | | | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | | |
| TOTAL | | | | | | | | | | | | | | | |

Short-term inputs for this table are assumed to be an average 26 working days per month (and minimum of 5 working days per week). Days worked per month may vary if Short Term Advisers do or do not work on weekends and public holidays. If a Short Term Adviser works on a weekend or public holiday, that day is classified as a working day.

Table 5: Reimbursable Adviser Support Costs (Clause Error! Reference source not found.) Please check against Head Contract for applicability

| No. | Item | No of units | Cost per unit (AUD) | Upper limits payable (AUD) |
|--------------|-----------------------------------------------------------------------------|-------------|---------------------|----------------------------|
| 1 | Housing Costs (LTA only) | | | |
| 2 | Mobilisation Costs | | | |
| 3 | Demobilisation Costs | | | |
| 4 | Airfares | | | |
| 5 | Hotel Accommodation | | | |
| 6 | Travelling Allowance | | | |
| 7 | International Communication Costs | | | |
| 8 | Compulsory Arrival and Departure Taxes, Travel to/from Airport (e.g. taxis) | | | |
| 9 | Transport Costs | | | |
| 10 | Medical Insurance | | | |
| 11 | Personnel Security | | | |
| TOTAL | | | | |

Table 6: Locally/Nationally Engaged Office Support Personnel (Clause 6)

| Locally Engaged Staff (Non-ARF) ³ | Name | Total Number Inputs payable (Months) | Monthly Rate | Year 1 | Year 2 | Year 3 | Year 4 | Upper Limits Payable (AUD) |
|----------------------------------------------|------|--------------------------------------|--------------|--------|--------|--------|--------|----------------------------|
| | | | | | | | | |
| | | | | | | | | |
| | | | | | | | | |
| | | | | | | | | |
| | | | | | | | | |
| | | | | | | | | |
| TOTAL | | | | | | | | |

Table 7: Reimbursable Operational Costs (Clause 7)

Project Manager/Director to amend as appropriate. Careful attention should be paid to ensure that these clauses accurately reflect the Head Contract.

| No. | Item | No of units | Cost per unit (AUD) | Upper limits payable (AUD) |
|-----|---------------|-------------|---------------------|----------------------------|
| 1 | Office rental | | | |

³ Fees to include any entitlements in accordance with local labour laws

| No. | Item | No of units | Cost per unit (AUD) | Upper limits payable (AUD) |
|-----|--------------------------------------------------------------------------------------------------------------------------|-------------|---------------------|----------------------------|
| 2 | Utilities | | | |
| 3 | Telephone | | | |
| 4 | Internet | | | |
| 5 | Office consumables | | | |
| 6 | Vehicle Purchase (one) | | | |
| 7 | Vehicle Maintenance | | | |
| 8 | Office equipment insurance | | | |
| 9 | Website Maintenance/Hosting | | | |
| 10 | Locally Engaged Staff Work Related Travel | | | |
| 11 | Office Security | | | |
| 12 | Equipment | | | |
| 13 | Training/Workshops | | | |
| 14 | Travel (accommodation etc.) | | | |
| 15 | General Meetings (venue hire, food etc.) | | | |
| 16 | Consumables (vehicles repairs, maintenance and insurance; fuel; ground transport; office consumables; publications etc.) | | | |
| 17 | Other costs as approved by DFAT | | | |
| | TOTAL | | | |

Schedule 5 Deed of Confidentiality

for DFAT Projects Only

THIS DEED POLL is made on the day of month and year in favour of the COMMONWEALTH OF AUSTRALIA represented by the Department of Foreign Affairs and Trade ('DFAT') . BY name and address of Contractor and/or personnel ('Recipient').

RECITALS

- A. DFAT and DT Global Asia Pacific Pty Ltd (the 'Contractor') have entered into a Contract for the purpose of a project, namely name of project in name of country.
B. The Recipient has been engaged by the Contractor to work on the project.
C. The Recipient will, in carrying out that work, be given access to Confidential Information.
D. DFAT requires the Recipient to enter into this Deed in relation to use of Confidential Information.

THE RECIPIENT DECLARES AS FOLLOWS:

10 INTERPRETATION

- 10.1 In this Deed, unless the contrary intention appears:
10.2 'Confidential Information' means information that:
(a) is designated by DFAT as confidential; or
(b) the Recipient knows or ought to know is confidential, but does not include information which:
(c) is or becomes public knowledge other than by breach of this Deed or other obligation of confidentiality; or
10.3 'Personal Information' has the same meaning as in the Privacy Act 1988.

11 CONFIDENTIAL INFORMATION

- 11.1 The Recipient acknowledges and agrees that:
(a) the Confidential Information is confidential and that any Confidential Information disclosed to the Recipient is disclosed to the Recipient only pursuant to the terms of this undertaking;
(b) it must not, other than with the prior written approval of the Commonwealth, use, disclose, divulge or deal with any Confidential Information, nor allow any act, matter or thing to be done or occur whereby any Confidential Information may be ascertained or used by, or disclosed or communicated to, any other

EXECUTED as a deed poll:

SIGNED, by the Recipient:)
)
)

In the presence of:

Signature of Witness

- person, except in accordance with the terms of this undertaking; and
(c) improper use or disclosure of Confidential Information would damage the Commonwealth.

12 RESTRICTIONS ON USE

- 12.1 The Recipient must:
(a) keep the Confidential Information, and all documents containing, or referring to, any Confidential Information, under effective control of the Recipient;
(b) not use or reproduce any document containing, or referring to, any Confidential Information, nor allow any other person to use or reproduce any such document;
(c) take all reasonable steps to ensure that Confidential Information, and all documents containing, or referring to, any Confidential Information, are protected at all times from any unauthorised use, disclosure or access and immediately notify the Commonwealth if the Recipient becomes aware of any unauthorised access to, or use or disclosure of, any Confidential Information;
(d) if required at any time by the Commonwealth to do so, deliver up to the Commonwealth, or destroy, all Confidential Information, including all documents containing, or referring to, any Confidential Information, in the possession, custody or control of the Recipient; and
(e) if required by the Commonwealth:
(i) permit the Commonwealth reasonable access to the Recipient's premises and information management systems to ensure or check compliance with this undertaking; and
12.2 provide to the Commonwealth a statutory declaration of an officer of the Recipient stating that Clause 12.1 12.1(e) has been complied with.

13 PERSONAL INFORMATION

- 13.1 The Recipient agrees, with respect to all Personal Information acquired by it during the performance of the Contract, to abide by the provisions of the Privacy Act 1988 as if the Recipient were an 'Agency' as defined by that Act.

14 SURVIVAL OF OBLIGATIONS

- 14.1 The obligations in this Deed are perpetual.

Signature of Recipient

Name of Witness (print)

Schedule 6 Declaration of Status

THIS DEED POLL is made on the **date** day of **month and year** in favour of the **COMMONWEALTH OF AUSTRALIA** represented by the Department of Foreign Affairs and Trade (**'DFAT'**). **BY insert name and address of Adviser** (the **'Adviser'**)

RECITALS

- A. DFAT and DT Global Asia Pacific Pty Ltd ('DT Global') have entered into a Contract for the purpose of a project in **Country**.
- B. The Adviser has been engaged by DT Global to work on the following project: **Project Name**.
- C. DFAT requires the Adviser to enter into this Deed in order to confirm their eligibility to receive allowances under the Adviser Remuneration Framework for DFAT – Australian Aid Program.

THE ADVISER DECLARES AS FOLLOWS:

15 Interpretation

- 15.1 In this Deed:
 - 'Partner'** means a person who:
 - (a) has a close personal relationship with an Adviser;
 - (b) shares accommodation or housing with an Adviser; and
 - (c) provides the Adviser with financial or domestic support.
 - 'Dependant'** means a person who:
 - (d) has a close personal relationship with an Adviser;
 - (e) shares accommodation or housing with an Adviser; and
 - (f) who is provided with financial or domestic support by the Adviser.
 - 'Dependant Child'** means a child under 21 years of age who is a natural, step- or adopted child of the Adviser, a child of the Adviser's Partner or a child for whom the Adviser is a legal guardian.

16 Adviser Status

- 16.1 The Adviser **has/has not** relocated in-country from their permanent country of residence.
- 16.2 The Adviser **is/is not** accompanied by dependants.
- 16.3 The Adviser's dependants and/or partner **are/are not** in receipt of an expatriate housing allowance from the Commonwealth of Australia or any other employer.
- 16.4 The Adviser's dependants and/or partner:
 - (a) **are/ are not** currently employed by DFAT or on a DFAT-funded project; and
 - (b) **are/are not** in receipt of an allowance that recognises their accompanied status from the Commonwealth of Australia.
- 16.5 The Adviser **is/is not** accompanied by a Dependant Child/ren.
- 16.6 The Dependant Child/ren **is/is not** attending kindergarten through to year 12.
- 16.7 The Adviser acknowledges that he/she must provide proof of enrolment in a primary or secondary school for each Dependent Child in order to be eligible to receive the Mobility Allowance Support.
- 16.8 The Adviser must inform DFAT or DT Global promptly if their status as described in this **Clause 2** above changes.

17 Proof of Status

- 17.1 DFAT may, at any time, request the Adviser to give DFAT reasonable evidence to confirm the Adviser's status as described in **Clause** Error! Reference source not found. above.
- 17.2 If DFAT makes a request under **Clause** Error! Reference source not found. above, the Adviser must promptly comply with the request.

EXECUTED as a deed poll:

SIGNED, by the Adviser:)
)
)

Signature of Adviser

In the presence of:

Signature of Witness

Name of Witness
(print)