
Schedule 3 Charges and Payments

3.1 Charges and Payments for Initial Term

Schedule 3.1.1 Federal Court of Australia Pricing (Attached)

The Charges for the FCA apply to proceedings heard by other courts, tribunals or judicial bodies in relation to which FCA judges and registrars perform duties (including the Australian Competition Tribunal, Copyright Tribunal of Australia and Defence Force Discipline Tribunal).

Schedule 3.1.2 Family Court of Australia, Federal Circuit Court of Australia and all Other Users (Attached)

Schedule 3.1.3 AV Support and Maintenance Services (Attached)

Schedule 3.1.4 Transition Services (Attached)

Schedule 3.1.5 Administrative Services: FCA, FCoA and FCC (Attached)

3.2 Charges and Payments for any Option Period

3.2.1 The Charges and Payment during any Option Period will be in accordance with the Charges and Payments outlined in Schedule 3 clause 3.1, subject to a variation in accordance with this clause 3.2 as follows:

- (a) the Charges and Payments in an Option Period will take effect from the commencement of the relevant Option Period and thereafter on the anniversary of the Commencement Date during the Option Period; and
- (b) The basis for a variation in the Charges and Payments during an Option Period shall be the Commonwealth Government Consumer Price Index ("weighted average for eight capital cities") for the previous four completed quarters each year.

PA 2020-0019: Recording and Transcription Services - Pricing Schedule 3.1.1 - Federal Court of Australia

Recording Services

- This Schedule contains the fees to be charged for Recording Services (including all associated tasks described in section 2 of Part B - SOR).
- All prices are inclusive of GST

Table A: Cost associated with Recording Services

	Units stated in a time period (for example "continuous"; "15 minute increments"; "minimum 15 minutes"; "maximum 1 year" or similar)	Number of separate rooms recorded per Unit (minimum 1 room, maximum all court locations)	Unit Price for the Initial Term (Year 1 to Year 4), incl GST
For Services provided during Business Hours (8.00 am - 6.00 pm Monday - Friday, excluding Public Holidays)			
Recording	n/a	n/a	
Recording (outside of Court Locations)	n/a	n/a	
Recording (On Country location)	per 15 minutes or part thereof	1 \$	
Minimum recording fee (not to be charged in addition to recording fee)	n/a	n/a	
Teleconference recording (set up of teleconference included)	n/a	n/a	
For Services provided before 8.00 am and after 6.00 pm Monday to Friday on Business days			
Recording	per 15 minutes or part thereof	1	
Recording (outside of Court Locations)	per 15 minutes or part thereof	1	
Recording (On Country location)	per 15 minutes or part thereof	1 \$	
Minimum recording fee (not to be charged in addition to recording fee)	n/a	n/a	
Teleconference recording (set up of teleconference included)	n/a	n/a	
For Services provided on Saturdays			
Recording	per 15 minutes or part thereof	1	
Recording (outside of Court Locations)	per 15 minutes or part thereof	1	
Recording (On Country location)	per 15 minutes or part thereof	1 \$	
Minimum recording fee (not to be charged in addition to recording fee)	n/a	n/a	Cost to be included in 'price per folio' stated at tab '3 - Transcription'
Teleconference recording (set up of teleconference included)	n/a	n/a	Cost to be included in 'price per folio' stated at tab '3 - Transcription'
For Services provided on Sundays and Public Holidays			
Recording	per 15 minutes or part thereof	1	
Recording (outside of Court Locations)	per 15 minutes or part thereof	1	
Recording (On Country location)	per 15 minutes or part thereof	1 \$	
Minimum recording fee (not to be charged in addition to recording fee)	n/a	n/a	Nil
Teleconference recording (set up of teleconference included)	n/a	n/a	Nil

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Table B: Any other cost

Any other Services, Material, Labour etc required to provide Recording Services that have not been included in any of the above			
Advanced portable kits (Court recorded) will be delivered to an ECA Registry free of charge, however for regional locations the cost of the courier will be charged to the ECA.			
Court fee	Unlimited Users	Per user, per month	Nil

PA2020-0019: Recording and Transcription Services - Pricing Schedule 3.1.1 - Federal Court of Australia

In-Court Monitoring Services

- This Schedule contains the fees to be charged for In-Court Monitoring Services (including all associated tasks described in section 3 of Part B - SOR).
- All prices are inclusive of GST

Table A: Cost associated with In-Court Monitoring Services

	Units stated in a time period (for example "continuous"; "15 minute increments"; "minimum 15 minutes"; "maximum 1 year" or similar)	Unit Price for the Initial Term (Year 1 to Year 4), incl GST
For Services provided during Business Hours (8.00 am -6:00 pm Monday - Friday, excluding Public Holidays)		
In-Court Monitoring (all Court Locations, except Adelaide and Canberra)	n/a	
In-Court Monitoring (Native Title Proceedings, all locations)	per 15 minutes or part thereof	
In-Court Monitoring in Adelaide and Canberra Court Rooms	n/a	
In-Court Monitoring remotely in event of scheduled staff unavailable in Courtroom 15 mins prior to proceeding (all locations)	n/a	
Cancellation fee for Court notified delays exceeding 1 hour (all Court Locations)	n/a	
Cancellation fee for Court notified delays exceeding 1 hour (Native Title Proceedings)	per cancellation	
For Services provided before 8.00 am and after 6.00 pm Monday to Friday on Business days		
In-Court Monitoring (all Court Locations, except Adelaide and Canberra)	per 15 minutes or part thereof	
In-Court Monitoring (Native Title Proceedings, all locations)	per 15 minutes or part thereof	
In-Court Monitoring in Adelaide and Canberra Court Rooms	per 15 minutes or part thereof	
In-Court Monitoring remotely in event of scheduled staff unavailable in Courtroom 15 mins prior to proceeding (all locations)	per 15 minutes or part thereof	
Cancellation fee for Court notified delays exceeding 1 hour (all Court Locations)	per cancellation	
Cancellation fee for Court notified delays exceeding 1 hour (Native Title Proceedings)	per cancellation	
For Services provided on Saturdays		
In-Court Monitoring (all Court Locations, except Adelaide and Canberra)	per hour or part thereof	
In-Court Monitoring (Native Title Proceedings, all locations)	per hour or part thereof	
In-Court Monitoring in Adelaide and Canberra Court Rooms	per hour or part thereof	
In-Court Monitoring remotely in event of scheduled staff unavailable in Courtroom 15 mins prior to proceeding (all locations)	per hour or part thereof	
Cancellation fee for Court notified delays exceeding 1 hour (all Court Locations)	per cancellation	

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Cancellation fee for Court notified delays exceeding 1 hour (Native Title Proceedings)	per cancellation	
For Services provided on Sundays and Public Holidays		
In-Court Monitoring (all Court Locations, except Adelaide and Canberra)	per hour or part thereof	
In-Court Monitoring (Native Title Proceedings, all locations)	per hour or part thereof	
In-Court Monitoring in Adelaide and Canberra Court Rooms	per hour or part thereof	
In-Court Monitoring remotely in event of scheduled staff unavailable in Courtroom 15 mins prior to proceeding (all locations)	per hour or part thereof	
Cancellation fee for Court notified delays exceeding 1 hour (all Court Locations)	per cancellation	
Cancellation fee for Court notified delays exceeding 1 hour (Native Title Proceedings)	per cancellation	

Table B: Any other cost

Any other Services, Material, Labour etc required to provide In-Court Monitoring Services that have not been included in any of the above		
Portable Kit - for your outside of Court Locations and on Country Locations	per hour or part thereof	\$
Travel - Time spent travelling to and from assignment where outside 30km of GPO - this applies to specified Contractor personnel only	per hour or part thereof	\$
Travel costs - Travel costs (where not arranged by the Court) - where travel to regional locations is required, travel and other associated costs shall be charged on a per trip basis with the Contractor to provide a proposal covering the expected costs for approval to each trip.	At cost + 10% for administration	At cost + 10% for administration
Cancellation where the court notified within an hour of the scheduled start time	each	\$

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PA 2020-0019: Recording and Transcription Services - Pricing Schedule 3.1.1- Federal Court of Australia

Transcription Services provided to the Federal Court

- This Schedule contains the fees to be charged to the recipients of Transcripts (including all associated tasks described in section 4 of Part B - SOR).
- All prices to be on a per folio (100 words) basis, incl GST

Table A: Cost associated with Transcription Services

Price per folio of 100 words for the Initial Term (Year 1 to Year 4), incl GST						
	Cost to the Court, if ordered by the Court and at least one other organisation/individual (party, non-party, media)	Cost to the Litigant, if ordered by a Litigant and at least one other non-court organisation/individual (Litigant, non-party, media)	Cost for each Litigant, if ordered by a Litigant and at least two other non-court organisations/individuals (party, non-party, media)	Cost to non-party, if ordered only by that non-party organisation/individual (non-party, media)	Cost to non-party, if ordered by at least one other non-court organisation/individual (Litigant, non-party, media)	
Actual Transcript Turnaround Time (from Service Provider's Recordings)	Same day progressive	s 22 of the FOI Act				N/A
	Same day					
	Next Day					
	Day and a half					
	3 day					
	5 day					
	10 day					
	Same day progressive					
	Same day					
	Next Day					
Actual Transcript Turnaround Time (from other audio sources)	Day and a half					N/A
	3 day					
	5 day					
	10 day					
	Direct judgments					
Judgments	50.00	N/A	N/A	N/A	N/A	N/A

Table B: Price for any other related services:

In the table below please also outline the unit for which these costs apply to (eg per folio, per Transcript, per hour, per day, per occurrence, etc)

Any other Services, Material, Labour etc required to provide Transcription Services that have not been included in any of the above	Additional fees for delivery of hardcopy Transcripts by post (Deliverable by Day and a half, 3, 5 and 10 day Turnaround Times)	s 22 of the FOI Act				
	Imprecise/Litigant transcription charge					
	Cost of Litigant transcription rate less 10%					

Where the Court or a Litigant have ordered and paid for a Transcript, that Transcript may be provided to an impecunious Litigant free of charge as ordered or directed by the Court.

The Service Provider will not be entitled to charge a Litigant for additional copies of transcripts already purchased from the Service Provider where copies are made by the Litigant for the purposes of an Appeal Book.

The Transcript fees from other audio sources will be consistent with the transcript fees from Service Provider recordings, however should the audio quality be reasonably deemed as poor audio in accordance with the Contract a 15% surcharge will apply, excluding where the poor audio is from the Service Provider's Recording Equipment.

Litigant Orders for Transcript will incur a minimum charge of 50 folios

PA 2020-0019: Recording and Transcription Services - Pricing Schedule 3.1.1 - Federal Court of Australia

Real Time Transcription Services

- This Schedule contains the fees to be charged for Real Time Services as described in the SOR and Attachment C to the SOR
- **Real Time Transcripts are only ordered by Litigants, not by the Customer. As such the prices included in the below are to be charged to the ordering Litigant(s)**
- The cost of Real Time Transcript includes all costs associated with this service and includes the storage and retrieval of transcripts and recordings
- The Customer is to receive a complimentary copy of all Real Time Transcript ordered by Litigants or a third party. Where Real Time Transcript is not ordered by Litigants, the Real Time Transcript is to be provided to the FCA at no or nominal cost the FCA.
- The Pricing for Real Time Services may be as Pricing Alternative 1 or Pricing Alternative 2. The Service Provider will provide Litigants with a comparative pricing option for Real Time Services.
- Pricing Alternative 2 is an inclusive folio rate and includes all services for the delivery of Real Time Services, excluding Transcript analysis software licences and training as detailed below

Pricing Alternative 1

Service	Unit	Unit Price for the Initial Term (Year 1 to Year 4), incl GST
Party Shared Costs		
Project Management Services of the in-court real-time services	per day	
Stenographer and Scopist services	per day	
Fee for Transcription Analysis Application Licence (Judge and Assoc.)	per day	
(please add rows to state additional cost items, if any)		
Costs per Party		
Training of users in Transcription Analysis Application	per hour	
Fee for Transcription Analysis Application Licence per user	per day	
Official Transcript	per folio	
(please add rows to state additional cost items, if any)		
Service Level Categories that may be relevant to each particular Phase in a Real-Time Matter		
General Project Management and Administration	per hour	
Senior Project Management	per hour	
Technical Services	per hour	
Specialist Training Services	per hour	
Pricing for Phase 1 – Preparation of a Real-Time Matter		
General Project Management & Administration	per hour	
Senior Project Management	per hour	

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Technical Services		per hour
Specialist Training Services		per hour
Planning for a Real-Time Matter		
General Project Management & Administration		per hour
Senior Project Management		per hour
Technical Services		per hour
Preparation for the Judge and Associate		
General Project Management & Administration		per hour
Senior Project Management		per hour
Technical Services		per hour
Preparation for the Litigants		
General Project Management & Administration		per hour
Senior Project Management		per hour
Technical Services		per hour
Setting Up the Courtroom		
Technical Services		per hour
Pricing for Phase 2 – Daily Real-Time Services		
General Project Management and Administration		per hour
Daily Technical Support for the Courtroom		
General Project Management & Administration		per hour
Technical Services		per hour
Daily Support for the Court and the Litigants		
General Project Management & Administration		per hour
Technical Services		per hour
Pricing for Phase 3 – Closing Down the Real-Time Matter		
Technical Services		per hour
Pricing Alternative 2		
Costs per Party		
Training of users in Transcription Analysis Application		per hour
Fee for Transcription Analysis Application Licence per user		per day
Official Transcript		per folio
(please add rows to state additional cost items, if any)		

PA 2020-0019: Recording and Transcription Services - Pricing Schedule 3.1.2 - FCoA, FCC and all Other Users (other than FCA)

Recording Services FCoA and FCC

- This Schedule contains the fees to be charged for Recording Services (including all associated tasks described in section 2 of Part B - SOR).
- All prices are inclusive of GST

Table A: Cost associated with Recording Services

		Units stated in a time period (for example: "continuous"; "15 minute increments"; "minimum 15 minutes"; "maximum 1 year" or similar)	Number of separate rooms required per User (minimum: 1 room; maximum: all Court locations)	Unit Price for the Initial Term (Year 1 to Year 4), incl GST
For Services provided during Business Hours (8:00 am - 4:00 pm Monday - Friday, excluding Public Holidays)				
Recording	Only to be charged if a Transcript is not ordered for the Proceeding, otherwise cost to be included in Transcript fee stated at tab 3 - Transcription	per 15 minutes or part thereof	3	
Recording (outside of Court locations)	Only to be charged if a Transcript is not ordered for the Proceeding, otherwise cost to be included in Transcript fee stated at tab 3 - Transcription	per 15 minutes or part thereof	3	
Recording (On Country locations)	To be charged to the Customer	per 15 minutes or part thereof	3	
Minimum recording fee (not to be charged in addition to recording fee)	Only to be charged if a Transcript is not ordered for the Proceeding, otherwise cost to be included in Transcript fee stated at tab 3 - Transcription	per 15 minutes or part thereof	3	
Teleconference recording (set up of teleconference included)	Only to be charged if a Transcript is not ordered for the Proceeding, otherwise cost to be included in Transcript fee stated at tab 3 - Transcription	per 15 minutes or part thereof	3	
For Services provided before 8:00 am and after 4:00 pm Monday to Friday on Business days				
Recording	To be charged to the Customer	per 15 minutes or part thereof	3	
Recording (outside of Court locations)	To be charged to the Customer	per 15 minutes or part thereof	3	
Recording (On Country locations)	To be charged to the Customer	per 15 minutes or part thereof	3	
Minimum recording fee (not to be charged in addition to recording fee)	Only to be charged if a Transcript is not ordered for the Proceeding, otherwise cost to be included in Transcript fee stated at tab 3 - Transcription	per 15 minutes or part thereof	3	
Teleconference recording (set up of teleconference included)	Only to be charged if a Transcript is not ordered for the Proceeding, otherwise cost to be included in Transcript fee stated at tab 3 - Transcription	per 15 minutes or part thereof	3	
For Services provided on Saturdays and Public Holidays				
Recording	To be charged to the Customer	per 15 minutes or part thereof	3	
Recording (outside of Court locations)	To be charged to the Customer	per 15 minutes or part thereof	3	
Recording (On Country locations)	To be charged to the Customer	per 15 minutes or part thereof	3	
Minimum recording fee (not to be charged in addition to recording fee)	Only to be charged if a Transcript is not ordered for the Proceeding, otherwise cost to be included in Transcript fee stated at tab 3 - Transcription	per 15 minutes or part thereof	3	
Teleconference recording (set up of teleconference included)	Only to be charged if a Transcript is not ordered for the Proceeding, otherwise cost to be included in Transcript fee stated at tab 3 - Transcription	per 15 minutes or part thereof	3	
For Services provided on Sundays and Public Holidays				
Recording	To be charged to the Customer	per 15 minutes or part thereof	3	
Recording (outside of Court locations)	To be charged to the Customer	per 15 minutes or part thereof	3	
Recording (On Country locations)	To be charged to the Customer	per 15 minutes or part thereof	3	
Minimum recording fee (not to be charged in addition to recording fee)	Only to be charged if a Transcript is not ordered for the Proceeding, otherwise cost to be included in Transcript fee stated at tab 3 - Transcription	per 15 minutes or part thereof	3	
Teleconference recording (set up of teleconference included)	Only to be charged if a Transcript is not ordered for the Proceeding, otherwise cost to be included in Transcript fee stated at tab 3 - Transcription	per 15 minutes or part thereof	3	

Table B: Any other cost

Any other Services, Materials, Labour etc required to provide Recording Services that have not been included in any of the above				
Court fee	Unlimited Users	Per user, per month	1	
Portable kit - Basic	12 Basic kits	Per hour	12 Basic	
Portable kit - Advanced	5 Advanced kits	Per hour	5 Advanced	
Portable kit	Additional kits	Per hour	3	
Travel time	Time spent travelling to and from assignment where outside 30km of GPO - this applies to all recording assignments	Per hour	3	
Travel costs (where not arranged by the Court)	Travel costs (where not arranged by the Court) - this includes all other associated costs that will be charged on a per trip basis, with the Contractor to provide a detailed costing for each trip	At cost + 10% for administration	5	
Audio provided on CD	CDs, notes and labour, in addition to access	Each	3	5

Advanced portable kit (Court recording) will be delivered to an FCoA or FCC Registry free of charge, however for regional locations the cost of the courier will be charged to the Customer.

Any updates to Court fee or the provision of an alternative platform (i.e. access audio for the Customer) will be at no cost to the Customer.

PA 2020-0019: Recording and Transcription Services - Pricing Schedule 3.1.2 - FCoA, FCC and all other users (other than FCA)

Recording Services all other users (other than FCA and users charged FCA rates)

- This Schedule contains the fees to be charged for Recording Services (including all associated tasks described in section 2 of Part B - SOR).

Table A: Cost associated with Recording Services

For Services provided during Business Hours (8:00 am - 5:00 pm Monday - Friday, excluding Public Holidays)	Units stated in a time period (for example "continuous", "15 minute increments", "minimum 15 minutes", "maximum 1 year" or similar)	Number of separate rooms recorded per Unit (minimum 1 room, maximum all court locations)	Unit Price for the Initial Term (Year 1 to Year 4), incl GST
Recording Only to be charged if a Transcript is not ordered for the Proceeding, otherwise cost to be included in price per folio stated at tab '3' - Transcription'	per 15 minutes or part thereof	1	\$
Recording (outside of Court Locations) Only to be charged if a Transcript is not ordered for the Proceeding, otherwise cost to be included in price per folio stated at tab '3' - Transcription'	per 15 minutes or part thereof	1	\$
Recording (On Country location) Only to be charged if a Transcript is not ordered for the Proceeding, otherwise cost to be included in price per folio stated at tab '3' - Transcription'	per 15 minutes or part thereof	1	\$
Minimum recording fee (not to be charged in addition to recording fee) Only to be charged if a Transcript is not ordered for the Proceeding, otherwise cost to be included in price per folio stated at tab '3' - Transcription'	per 15 minutes or part thereof	1	\$
Teleconference recording (set up of teleconference included) Only to be charged if a Transcript is not ordered for the Proceeding, otherwise cost to be included in price per folio stated at tab '3' - Transcription'	per 15 minutes or part thereof	1	\$
For Service provided before 8:00 am and after 5:00 pm Monday to Friday on Business days			
Recording To be charged to the Customer	per 15 minutes or part thereof	1	\$
Recording (outside of Court Locations) To be charged to the Customer	per 15 minutes or part thereof	1	\$
Recording (On Country location) To be charged to the Customer	per 15 minutes or part thereof	1	\$
Minimum recording fee (not to be charged in addition to recording fee) Only to be charged if a Transcript is not ordered for the Proceeding, otherwise cost to be included in price per folio stated at tab '3' - Transcription'	per 15 minutes or part thereof	1	\$
Teleconference recording (set up of teleconference included) Only to be charged if a Transcript is not ordered for the Proceeding, otherwise cost to be included in price per folio stated at tab '3' - Transcription'	per 15 minutes or part thereof	1	\$
For Services provided on Saturdays			
Recording To be charged to the Customer	per 15 minutes or part thereof	1	\$
Recording (outside of Court Locations) To be charged to the Customer	per 15 minutes or part thereof	1	\$
Recording (On Country location) To be charged to the Customer	per 15 minutes or part thereof	1	\$
Minimum recording fee (not to be charged in addition to recording fee) Only to be charged if a Transcript is not ordered for the Proceeding, otherwise cost to be included in price per folio stated at tab '3' - Transcription'	per 15 minutes or part thereof	1	\$
Teleconference recording (set up of teleconference included) Only to be charged if a Transcript is not ordered for the Proceeding, otherwise cost to be included in price per folio stated at tab '3' - Transcription'	per 15 minutes or part thereof	1	\$
For Services provided on Sundays and Public Holidays			
Recording To be charged to the Customer	per 15 minutes or part thereof	1	\$
Recording (outside of Court Locations) To be charged to the Customer	per 15 minutes or part thereof	1	\$
Recording (On Country location) To be charged to the Customer	per 15 minutes or part thereof	1	\$
Minimum recording fee (not to be charged in addition to recording fee) Only to be charged if a Transcript is not ordered for the Proceeding, otherwise cost to be included in price per folio stated at tab '3' - Transcription'	per 15 minutes or part thereof	1	\$
Teleconference recording (set up of teleconference included) Only to be charged if a Transcript is not ordered for the Proceeding, otherwise cost to be included in price per folio stated at tab '3' - Transcription'	per 15 minutes or part thereof	1	\$

Table B: Any other cost

Any other Services, Material, Labour etc required to provide Recording Services that have not been included in any of the above	Per user, per month	Per hour	Per day
Court fee	Per user, per month	Per hour	Per day
Portable kit - Basic	Per user, per month	Per hour	Per day
Portable kit - Advanced	Per user, per month	Per hour	Per day
Travel time	Per user, per month	Per hour	Per day
Travel costs (where not arranged by the Court)	Per user, per month	Per hour	Per day
Party access to vetted audio - full day access	Per user, per month	Per hour	Per day
Party access to vetted audio - half day access	Per user, per month	Per hour	Per day
Audio provided on CD	Per user, per month	Per hour	Per day

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RFT 2020-0019: Recording and Transcription Services - Pricing Schedule 3.1.2 - FCoA, FCC and all other users (other than FCA)

In-Court Monitoring Services (FCoA Appeals Division only)

- This Schedule contains the fees to be charged for In-Court Monitoring Services (including all associated tasks described in section 3 of Part B - SOR).
- The Customer's preferred commercial model is for the 'price per folio' stated in tab '3 - Transcription' to include all standard costs for In-Court Monitoring Services. Extra Charges should only apply where a Transcript for a Proceeding was not ordered or, for example, the In-Court Monitoring Services occur outside of Court Locations listed in the Data Pack, a cancellation was necessary on short notice or where the In-Court Monitoring Services are required outside of Business Hours.

Table A: Cost associated with In-Court Monitoring Services

			Units stated in a time period (for example "continuous"; "15 minute increments"; "minimum 15 minutes"; "maximum 1 year" or similar)	Unit Price for the Initial Term (Year 1 to Year 4), Incl GST
For Services provided during Business Hours (8:00 am - 6:00 pm Monday - Friday, excluding Public Holidays)				
In-Court Monitoring (all Court Locations, except Adelaide and Canberra)	Only to be charged if a Transcript is not ordered for the Proceeding, otherwise cost to be included in 'price per folio' stated at tab '3 - Transcription'		per 15 minutes or part thereof	
In-Court Monitoring (Native Title Proceedings, all locations)	To be charged to the Customer		per 15 minutes or part thereof	
In-Court Monitoring in Adelaide and Canberra Court Rooms	Only to be charged if a Transcript is not ordered for the Proceeding, otherwise cost to be included in 'price per folio' stated at tab '3 - Transcription'		per 15 minutes or part thereof	
In-Court Monitoring remotely in event of scheduled staff unavailable in Courtroom 15 mins prior to proceeding (all locations)	Only to be charged if a Transcript is not ordered for the Proceeding, otherwise cost to be included in 'price per folio' stated at tab '3 - Transcription'		per 15 minutes or part thereof	
Cancellation fee for Court notified delays exceeding 1 hour (all Court Locations)	Only to be charged if a Transcript is not ordered for the Proceeding, otherwise cost to be included in 'price per folio' stated at tab '3 - Transcription'		per 15 minutes or part thereof	
For Service provided before 8:00 am and after 6:00 pm Monday to Friday on Business days				
In-Court Monitoring (all Court Locations, except Adelaide and Canberra)	To be charged to the Customer		per 15 minutes or part thereof	
In-Court Monitoring (Native Title Proceedings, all locations)	To be charged to the Customer		per 15 minutes or part thereof	
In-Court Monitoring in Adelaide and Canberra Court Rooms	To be charged to the Customer		per 15 minutes or part thereof	
In-Court Monitoring remotely in event of scheduled staff unavailable in Courtroom 15 mins prior to proceeding (all locations)	To be charged to the Customer		per 15 minutes or part thereof	
Cancellation fee for Court notified delays exceeding 1 hour (all Court Locations)	To be charged to the Customer		per 15 minutes or part thereof	
For Services provided on Saturdays				
In-Court Monitoring (all Court Locations, except Adelaide and Canberra)	To be charged to the Customer		per 15 minutes or part thereof	
In-Court Monitoring (Native Title Proceedings, all locations)	To be charged to the Customer		per 15 minutes or part thereof	
In-Court Monitoring in Adelaide and Canberra Court Rooms	To be charged to the Customer		per 15 minutes or part thereof	
In-Court Monitoring remotely in event of scheduled staff unavailable in Courtroom 15 mins prior to proceeding (all locations)	To be charged to the Customer		per 15 minutes or part thereof	
Cancellation fee for Court notified delays exceeding 1 hour (all Court Locations)	To be charged to the Customer		per 15 minutes or part thereof	
For Services provided on Sundays and Public Holidays				
In-Court Monitoring (all Court Locations, except Adelaide and Canberra)	To be charged to the Customer		per 15 minutes or part thereof	
In-Court Monitoring (Native Title Proceedings, all locations)	To be charged to the Customer		per 15 minutes or part thereof	
In-Court Monitoring in Adelaide and Canberra Court Rooms	To be charged to the Customer		per 15 minutes or part thereof	
In-Court Monitoring remotely in event of scheduled staff unavailable in Courtroom 15 mins prior to proceeding (all locations)	To be charged to the Customer		per 15 minutes or part thereof	
Cancellation fee for Court notified delays exceeding 1 hour (all Court Locations)	To be charged to the Customer		per 15 minutes or part thereof	

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In-Court Monitoring (all Court Locations, except Adelaide and Canberra)	To be charged to the Customer	per 15 minutes or part thereof	
In-Court Monitoring (Native Title Proceedings, all locations)	To be charged to the Customer	per 15 minutes or part thereof	
In-Court Monitoring in Adelaide and Canberra Court Rooms	To be charged to the Customer	per 15 minutes or part thereof	
In-Court Monitoring remotely/ in event of scheduled staff unavailable in Courtroom 15 mins prior to proceeding (all locations)	To be charged to the Customer	per 15 minutes or part thereof	
Cancellation fee for Court notified delays exceeding 1 hour (all Court Locations)	To be charged to the Customer	per 15 minutes or part thereof	

Table B: Any other cost

Any other Services, Material, Labour etc required to provide In-Court Monitoring Services that have not been included in any of the above			

PA 2020-0019: Recording and Transcription Services - Pricing Schedule 3.1.2 - FCoA, FCC and all other users (other than FCA)
Transcription Services FCoA, FCC and all other users (other than FCA and users charged FCA)

- This Schedule contains the fees to be charged to the recipients of Transcripts (Including all associated tasks described in section 4 of Part B - SQR)

Table A: Cost associated with Transcription Services

Table A: Costs associated with Transcription Services				
Price per folio at 100 words for the Initial Term (Year 1 to Year 4), Incl GST				
	Cost to the Court, if ordered by the Court and at least one other organisation/individual only but no other organisation/individual	Cost to the Litigant, if ordered by a single Litigant but no other non-Court organisation/individual (Litigant, non-party)	Cost for each Litigant, if ordered by a Litigant and at least one other non-Court organisation/individual	Cost for each Litigant, if ordered by a Litigant and at least two other non-Court organisations/individuals
Actual Transcript Turnaround Time (from Service Provider's Recording)	Same day progressive			
	Same day			
	Next Day			
	Day and a half			
	3 day			
	5 day			
	10 day			
Actual Transcript Turnaround Time (from other audio sources)	Same day progressive			
	Same day			
	Next Day			
	Day and a half			
	3 day			
Judgments	5 day			
	10 day			
	Draft judgments			

Table 3: Price for any other related Services

in the table below please also outline the unit for which these costs apply to (eg per folio, per Transcript, per hour, per day, per occurrence, etc)

Any other Services, Materials, Labour etc required to provide Transcription Services that have not been included in any of the above	Additional Fee for delivery of hardcopy Transcripts by post (applies to Day and Night, 3-9 and 10 day Turnaround Times)	
	Insufficient Diligent transcription charge	Cost of Diligent transcription rate plus 10%

Where the Court or a Litigant have ordered and paid for a Transcript, that Transcript may be provided to an Impecunious litigant free of charge as ordered or directed by the Court.

The Service Provider will not be entitled to charge a litigant for additional copies of transcript already purchased from the Service Provider where copies are made by the Litigant for the purposes of an Appeal. Such

Litigant orders for Transcript will incur a minimum charge of 15 folios.

The transcript fees from other audio sources will be consistent with the transcript fees from Service Provider recordings, however should the audio quality be reasonably deemed as poor audio in accordance with the Contract a 15% surcharge will apply, excluding where the poor audio is from the Service Provider's live online Filmmount.

PA 2020-0019: AV Support and Maintenance Services - Pricing Schedule 3.1.3 - All Jurisdictions FCA, FCoA and FCC

Schedule 1: Maintenance Services

This Schedule contains the fees to be charged by the provider for the AV Support and Maintenance Services (including all associated tasks described in section 6 of Part B - SOR).

Table A - AV Support and Maintenance Service Fees

Item/Role/Description	Unit	Unit cost (incl GST)	Annual cost during the Initial Term (Year 1 to Year 4), incl GST	
<p>Annual Services Fee - Includes Support Services - Nationally</p> <p>Help Desk Services 8am to 5pm</p> <p>Response and Diagnosis via resident technicians or remote connectivity 8am to 5pm</p> <p>Reactive Incident Support for Software and Hardware, including quick fixes</p> <p>BNE(1), SYD(2), MEL(2), ADL(1) - 6 resident technicians</p> <p>Maintenance services</p> <p>Annual preventative maintenance (All Courts) including travel and accommodation:</p> <ul style="list-style-type: none"> • 184 courtrooms • 5 VC enabled conference room, mediation (legacy equipment) • 23 VC enabled conference room, mediation (Cisco Webex Room 55 or similar) • 26 Safe Rooms (Cisco DX80 or similar) • 24 Portable VC equipment <p>Daily and Weekly preventative maintenance:</p> <ul style="list-style-type: none"> • Daily Maintenance nationally • Weekly system checking (onsite) BNE, SYD, ADL, MEL, PERTH • Weekly system checking remotely completed by onsite teams Nationally • Dedicated resources in BNE, SYD, ADL, MEL <p>Identification of replacement Nationally</p> <p>Contract Management and Reporting - Monthly and Quarterly SLA reporting</p>	1			<p>This inclusive fee include annual preventative maintenance, including travel and accommodation and weekly preventative maintenance checks (completed remotely for non-resident locations).</p> <p>Should onsite weekly preventative maintenance checks be required in non-resident locations the rate card will be used.</p>

s 22 of the FOI Act

s 22 of the FOI Act

Section 22 of the FOI Act

Senior Network Engineer		
After hours AV / VC technician		

Table C: Price for room type (incl GST)

Room/Device Type	Auscript unit price: remote weekly check, onsite biannual check	Auscript unit price: remote weekly check, onsite annual check	Auscript unit price: onsite weekly check (CBD), onsite biannual check	Auscript unit price: onsite weekly check (CBD), onsite annual check
Audio only hearing room				
VCF hearing room				
Portable VC unit				
VC enabled conference, mediation room (legacy)				
VC enabled conference, mediation room (Cisco 55 or similar)				
Safe Room (Cisco DX80 or similar)				

Sites are categorised as Resident Site Locations:

- ADL - Roma Mitchell Commonwealth Law Courts Building, 3 Angus St, Adelaide
- BNE - Harry Gibbs Commonwealth Law Courts Building, 119 North Quay, Brisbane
- MEL - Owen Dixon Commonwealth Law Courts Building, 305 William Street, Melbourne
- SYD-LBB - Lionel Bowen Building, 97-99 Goulburn Street, Sydney
- SYD-80W - Terrace Tower Group (TTG) Building Levels 8, 9 and 13 80 William Street, Sydney
- SYD-QS - Federal Court, Law Courts Building, 184 Philip Street, Sydney

Sites are categorised as Non-Resident Site Locations (CBD):

- CAN - Nigel Bowen Commonwealth Law Courts Building, Childers Street, Canberra
- DAN - Dandenong Courthouse, 53-55 Robinson Street, Dandenong
- DRW - Supreme Court Building, State Square, Darwin
- LSY - Westlawn Building, Level 2, 29-31 Molesworth Street, Lismore
- NEW - Commonwealth Law Courts Building, 61 Bolton Street, Newcastle
- PAR - Garfield Barwick Commonwealth Law Courts Building, 1-3 George Street, Parramatta
- PER - Peter Durack Commonwealth Law Courts Building Level 6, 1 Victoria Avenue Perth
- TVL - Commonwealth Centre, Level 2 (Blue Foyer), 143 Walker Street, Townsville
- WOL - Commonwealth Government Centre, Level 1, 43 Burelli Street, Wollongong

Sites are categorized as Non-Resident Site Locations (Remote):

- ABX - Albany Courthouse, Level 1, 463 Kiawa Street, Albany
- CNS - Commonwealth Government Centre, Level 3, 94-104 Grafton Street, Cairns
- DUB - Commonwealth Centre, Level 2, Cnr Macquarie and Wingewarra Streets, Dubbo
- HOB - Edward Braddon Commonwealth Law Courts Building, 39-41 Davey Street, Hobart
- LCN - ANZ Building, Level 3, Cnr Brisbane and George Streets, Launceston
- ROK - Virgil Power Building, Ground Level, 46 East Street (cnr Fitzroy Street), Rockhampton

Preventative maintenance is subject to courtroom availability in support hours

Where a Room/Device type is changed or upgraded, the Annual Support and Maintenance Fee in Table A will be adjusted in accordance with the rates in Table C to reflect that change in Room Type/Equipment type, including adding or removing an associated cost.

AV Support and Maintenance business hours are 8am to 5pm. Times outside of these are considered out of hours and charged as per the rate card

The Customer will provide 48hrs notice to Auscript of any planned or scheduled works and outages that may impede preventative maintenance

Where AV systems are not connected at the time of Preventative Maintenance work, they will be identified by the Service Provider as unavailable for testing, reported back to the Customer through regular reporting. Such maintenance to be rescheduled

The Service Provider has and will have dedicated WAN links to each building at Resident Site Location and each Non-Resident Site Location

The Service Provider will gain access to AV/VC Infrastructure residing on the Customer's network via an interconnect with each building at Resident Site Location and each Non-Resident Site Location

Audit of FCoA and FCC courtrooms will be completed during Service Provider's transition-in technology rollout

PA 2020-0019: AV Support and Maintenance Services - Pricing Schedule 3.1.3 - All Jurisdictions FCA, FCoA and FCC

Schedule 2: Transition Services for AV Support and Maintenance Services

This Schedule contains the fees and resources required for the Transition Services at the commencement and conclusion of the Contract (including all associated tasks described in section 7 of Part B - SOR).

Table A - Transition In Fee for AV Support and Maintenance Services

Item/Role/Description / Other costs	Hours	\$ (incl GST)	Comments
Audit of FCoA and FCC courtrooms	total	[REDACTED]	No cost if completed during Auscript recording system replacement. Requires remote access and credentials to systems. FCC/FCoA bridge is all but retired.
Audit of New VC Bridge	total		
Transition In Fee	0		

Table B - Transition Out Fee for AV Support and Maintenance Services

Item/Role/Description / Other costs	Hours	\$ (incl GST)	Comments
Disconnect and remove firewall and Auscript Server connecting to the Court's AV/VC network	2	[REDACTED]	Timeframes and costs to achieve a given scope of work are based on the assumption that the Contractor will have unimpeded access to a given Court.
Transition Out Fee	2		

PA 2020-0019: Recording and Transcription Services - Pricing Schedule 3.1.4: Transition Services

Schedule 3.4: Transition Services

This Schedule contains the fees and resources required for the Transition Services at the commencement and conclusion of the Contract (including all associated tasks described in section 7 of Part B - SOR).

Table A - Transition In Fee

Item/Role/Description / Other costs	Hours	\$ (incl GST)
Transfer of existing material (transcripts and recordings)	All	s 22 of the FOI Act
Storage of existing material once transferred	All	
Recording infrastructure, installation and commissioning, including integration to court systems and all management of existing recordings	All	
Transition In Fee	All	

Transition in costs of \$165,000 per annum for initial term and optional term where exercised by the Customer. If no optional term is exercised by the Customer, the Customer will not be liable for any further Transition in costs.

Table B - Transition Out Fee

Item/Role/Description / Other costs	Hours	\$ (incl GST)
Transition Out Fee	All	s 22 of the FOI Act

PA 2020-0019: Recording and Transcription Services - Pricing Schedule 3.1.5: Administrative Services: FCA, FCoA and FCC

Schedule 3.5: Administrative Services: FCA, FCoA and FCC

- This Schedule contains the fees to be charged to the Customer for Administrative Services (including all associated tasks described in section 5 of Part B - SOR).

- All prices are inclusive of GST

Service	Unit	Unit Service duration	Unit Price for the Initial Term (Year 1 to Year 4), incl GST
Storage (prices must include all security and backup storage provisions)	eg 1 file, or 1 gigabyte, 1 cubic meter	eg 1 year, 10 years	
Digital document and data files storage	n/a	n/a	
Physical document and data file storage	n/a	n/a	
Retrieval			
Digital document and data files retrieval	n/a	n/a	
Physical document and data file retrieval	n/a	n/a	
National Archives retrieval fee	n/a	n/a	
Disposal			
Digital document and data files disposal	n/a	n/a	
Physical document and data file disposal	n/a	n/a	
Any other Services, Material, Labour etc required to provide General Admin Services that have not been included in any of the above			

Consulting, Training and Advisory Services			
Position (role description, including level of seniority)	Hourly rate (incl gst)	Daily rate (incl gst)	
Executive support and maintenance and other technical services	\$		
Senior technology and AV support	\$		
General support and maintenance and other technical services	\$		
Project management and agent fees	\$		
Training	\$		

Schedule 4 Glossary

Term	Meaning
Accept	Means the Customer's acceptance of a Milestone, Service or Deliverable in accordance with clause 10 of this Contract. Accepted and Acceptance have corresponding meanings.
Acceptance Criteria	Means the criteria which are used to determine if the Milestone, Service or Deliverable meets the requirements of this Contract and is fit to be Accepted by the Customer, and if applicable, whether payment should be made pursuant to this Contract. Acceptance Criteria are described in the Statement of Requirements or any Acceptance Test Plan, or otherwise agreed by the parties in writing.
Acceptance Test Plan	Means a plan which sets out the Acceptance Criteria for specified Deliverables, as approved by the Customer.
Acceptance Testing	Means the performance of tests in accordance with clause 10 of this Contract, including to determine whether a Milestone, Service or Deliverable meets the applicable Acceptance Criteria, for the purpose of considering the Milestone, Services or Deliverables for Acceptance.
Additional Services	Means services which are, in the opinion of the Customer, related to the Services but which are not within the scope of the Services at the time of the Customer's request for a quote for those Services.
Administrative Services	Means the Services specified as such in the Statement of Requirements.
Approval	Means a confirmation by the Customer in writing to the Service Provider that a document or action appears to meet the requirements of this Contract but does not: (a) limit the Service Provider's responsibility to ensure the document or action meets the requirements of this Contract; or (b) waive any right the Customer has under this Contract if the document or action does not meet such requirements.
Approved Quote	Means a quote approved by the Customer for Additional Services in accordance with clause 14 of this Contract.
AV Support Services	Means the support and maintenance services for audio visual equipment owned by the FCA, FCoA or FCC, which are described in the Statement of Requirements.
Business Day	Any day that is not a Saturday, Sunday or a national public holiday in the place where the Services are to be performed.
Business Hours	Means 8:00 am to 6 pm Monday to Friday excluding national public holidays.

Term	Meaning
Certificate of Acceptance	Means a certificate issued by the Customer stating that the Milestone, Service or Deliverable that is subject to Acceptance has been Accepted.
Charges	Means any amount payable in accordance with this Contract as specified in Schedule 3 (Charges and Payments).
Commencement Date	The date specified in Item 8 of the Contract Details.
Commonwealth	Means the Commonwealth of Australia.
Confidential Information	<p>Means:</p> <p>(a) in relation to the Customer, information that:</p> <ul style="list-style-type: none"> i. is by its nature confidential; ii. is designated by the Customer as confidential; iii. the Service Provider knows or ought to know is confidential including: <ul style="list-style-type: none"> A. information comprised in or relating to any of the Customer's Intellectual Property; B. information relating to the policies, strategies, practices and procedures of the Customer and any information in the Contractor's possession relating to the Customer; C. information relating to other Entities or other contractors of the Customer or other Entities; and D. security classified information; or iv. is Customer Data, <p>but does not include information which:</p> <ul style="list-style-type: none"> v. is or becomes public knowledge other than by breach by the Service Provider of any confidentiality obligation; or vi. has been independently developed or acquired by the Service Provider as established by written evidence <p>and</p> <p>(b) in relation to the Service Provider, the following information :</p> <ul style="list-style-type: none"> i. information comprised in or relating to the Service Provider's Intellectual Property in the digital recording and transcription software used in providing the Services; ii. Service Provider information about the Service Provider's profit margins (but for clarity, information about the total cost of the Services under the Contract is not Confidential Information);

	<p>to the extent that it is consistent with the Department of Finance's guidance on confidentiality located at https://www.finance.gov.au/node/34576/principles.html</p> <p>but does not include information which:</p> <ul style="list-style-type: none"> iii. is or becomes public knowledge other than by breach by the Customer of any confidentiality obligation; or iv. has been independently developed or acquired by the Customer as established by written evidence.
Conflict of Interest	Has the meaning in clause 29.1 of this Contract.
Contract	This Contract for the provision of the Services including all its Schedules and other attachments and any other documents (including plans) referred to in this Contract, as amended from time to time in accordance with this Contract.
Contract Details	Means the Contract Details in Part 1 of this Contract.
Correctly Rendered Invoice	Means an invoice rendered in accordance with clause 34.9 of this Contract and any other requirements specified for an invoice in this Contract.
Critical Milestone	Means a Milestone specified in Schedule 3 (Charges and Payments) as a Critical Milestone.
Critical Success Factors or CSFs	Means the critical success factors described in the Statement of Requirements.
Customer	Means the non-corporate Commonwealth entity known as the Federal Court of Australia listed in paragraph 18ZB(b) of the <i>Federal Court of Australia Act 1976</i> (Cth) which provides corporate services (including information technology) to the Federal Court of Australia, Family Court of Australia, Federal Circuit Court of Australia and National Native Title Tribunal, or any other Entity with responsibility for administration of this Contract.
Customer Data	Means all data and information (including Personal Information) generated by or relating to the Services or the Customer and its functions (including data and information relating to the Customer Personnel, Users, Stakeholders and other Entities) in whatever form that data and information may exist. For clarity, Customer Data includes the Transcripts and Recordings.
Customer Material	Means all Material belonging to the Customer and includes the Customer Data.
Customer Representative	Means the person appointed by the Customer to represent it in relation to the performance of this Contract, being (as at the Commencement Date) the person identified in Item 5 of the Contract Details.
Customer Supplied Item	Means an item (including a Product) specified in the Statement of Requirements or an Accepted Deliverable as a Customer Supplied Item in an Accepted Deliverable.

Deliverable	Any document, product or other thing required to be created or provided by the Service Provider to meet the requirements of this Contract. 'Deliverable' includes the Transcripts and Recordings which must be provided by the Service Provider in accordance with this Contract.
Document	Includes: (a) any paper or other material on which there is works, figures, symbols or perforations having a meaning for persons qualified to interpret them; and (b) any article or material in which sounds, images or writing are capable of being reproduced with or without the aid of any other article or device.
Eligible Data Breach	Has the meaning given to that term in Division 2 of Part IIIC of the <i>Privacy Act 1988</i> (Cth).
Entity	Means: (a) a body corporate or an unincorporated body established or constituted for a public purpose by Commonwealth, State or Territory legislation, or an instrument made under that legislation (including an external territory or a local authority); (b) a body established by the Governor-General, State or Territory Governor or Administrator or by a Minister of State of the Commonwealth or a State or Territory, including departments, agencies, courts (including of an external territory), tribunals (including of an external territory), commissions (including Royal Commissions) and other statutory offices or bodies authorised by law to hear, receive or examine evidence; or (c) an incorporated company over which the Commonwealth or a State or Territory exercises control.
Equipment	Means equipment, including hardware, which is, or is required to be, provided as part of the implementation, operation or support of the Services.
Existing Material	Means Material owned or provided by the Service Provider that: (a) is in existence prior to the Commencement Date of this Contract; or (b) is subsequently brought into existence other than as a result of the performance of obligations under this Contract.
Family Court of Australia or FCoA	Means the Family Court of Australia created by subsection 21(1) of the <i>Family Law Act 1975</i> (Cth).
Federal Circuit Court of Australia or FCC	Means the Federal Circuit Court of Australia continued in existence by subsection 8(1) of the <i>Federal Circuit Court of Australia Act 1999</i> (Cth).
Federal Court of Australia or FCA	Means the Federal Court of Australia created by subsection 5(1) of the <i>Federal Court of Australia Act 1976</i> (Cth).
GST	Has the meaning given to that term in the <i>A New Tax System (Goods and</i>

Term	Meaning
	<i>Services) Tax Act 1999 (Cth).</i>
Harmful Code	Means any virus, disabling or malicious device or code, worm, trojan, time bomb or other harmful or destructive code, or any other mechanism (including but not limited to automatic and/or random expiry date) which is likely to disable or reduce the functionality or performance of the Customer's information and communication technology environment or the Services.
High Value Contract	Means a contract where: (a) the relevant goods and/or services will be delivered in Australia; (b) the value of the goods and/or services is \$7.5 million (GST inclusive) or more; and (c) more than half the value of this Contract is being spent in one or more of the industry sectors specified in the Commonwealth's Indigenous Procurement Policy.
Illegal Worker	Means a person who: (a) has unlawfully entered and remains in Australia; (b) has lawfully entered Australia but remains in Australia after his or her visa has expired; or (c) is working in breach of his or her visa conditions.
Inappropriate Person	Means any person or organisation that is listed on one or more of the following lists: (a) 'Regulation 8 Consolidated List' maintained by the Australian Government Department of Foreign Affairs and Trade (www.dfat.gov.au/icat/UNSC_financial_sanctions.html) or (b) 'Listing of Terrorist Organisations' maintained by the Australian Government (https://www.nationalsecurity.gov.au/Listedterroristorganisations/Pages/default.aspx).
In-Court Monitoring Services	Means the Services specified as such in the Statement of Requirements.
Indigenous Enterprise	Means an organisation that is 50 per cent or more Indigenous owned that is operating a business.
Indigenous Participation Plan	Means a plan detailing how the Service Provider will meet the minimum mandatory requirements for the Commonwealth's Indigenous Procurement Policy.
Indigenous Procurement Policy	Means the policy of that name, as amended from time to time, available at https://www.niaa.gov.au/sites/default/files/publications/indigenous-procurement-policy.pdf .

Term	Meaning
Information Security Manual or ISM	Means the manual that is the standard which governs the security of Australian Government ICT systems. It complements the Protective Security Policy Framework.
Intellectual Property Rights or IPR	Means all intellectual property rights, including but not limited to, the following rights: <ul style="list-style-type: none"> (a) patents, copyright, rights in circuit layouts, designs, trademarks (including goodwill in those marks) and business, company and domain names; (b) any application or right to apply for registration of any of the rights referred to in paragraph (a); and (c) all rights of a similar nature to any of the rights in paragraphs (a) and (b) which may subsist in Australia or elsewhere, whether or not such rights are registered or capable of being registered.
Issue	Means an issue which arises in relation to the interpretation, conduct, enforcement or any other aspect of this Contract.
Key Performance Indicators or KPIs	Means the key performance indicators described in the Statement of Requirements.
Key Person	Means Service Provider Personnel specified or referred to in the Statement of Requirements as a key person and referred to in clause 27.10 of this Contract.
Law	Any applicable statute, regulation, by-law, ordinance or subordinate legislation in force from time to time in Australia, whether made by a State, Territory (including an external Territory), the Commonwealth, or a local government, and includes the common law as applicable from time to time.
Legal Services Directions	Means the Legal Services Directions made under clause 55ZF of the <i>Judiciary Act 1903</i> (Cth).
Loss	Includes all losses, liabilities, damages, fines, costs and expenses, including legal fees on a solicitor/client basis and disbursements and costs of investigation, litigation, settlement, judgment, interest and penalties.
Management Adviser	Has the meaning given in clause 24.1.
Material	Means any tangible thing in which Intellectual Property Rights can subsist, including without limitation software, firmware, documentation, reports, business rules or requirements, user manuals, user guides, operations manuals, training materials and instructions or other material.

Term	Meaning
Milestone	A planned or scheduled event specified in this Contract and which the Service Provider must achieve by the applicable Milestone Date. Milestones are used to measure and report progress and may be linked to a payment amount.
Milestone Charges	Means Charges payable in accordance with this Contract upon achievement of a Milestone.
Milestone Date	Means the date by which a Milestone must be achieved, as specified in this Contract.
Moral Rights	Means the right of integrity of authorship (that is, not to have a work subjected to derogatory treatment), the right of attribution of authorship of a work, and the right not to have authorship of a work falsely attributed, as defined in the <i>Copyright Act 1968</i> (Cth).
New Material	Means the Material created by the Service Provider on or following the Commencement Date, for the purpose of or as a result of performing its obligations under this Contract, and includes any modifications that may be required for that purpose.
Notice	Means a notice under this Contract that is sent in accordance with clause 62 of this Contract. Notify and Notification have the corresponding meaning.
Objectives	Means the Customer's objectives for the Services including as set out in clause 5 of this Contract.
Option Period	Means an option period described in 10 of the Contract Details, which may be exercised in accordance with clause 3 of this Contract.
Other Service Provider	Means any other Service Provider, consultant, government entity, service provider or other person engaged to perform work of any description upon or that may impact upon the Services or otherwise in connection with the Customer's information and communications technology functions or requirements.
Personal Information	Has the meaning given in the <i>Privacy Act 1988</i> (Cth), as amended from time to time.

Term	Meaning
Personnel	Means: (a) in respect of the Customer, its officers, employees, agents and contractors other than the Service Provider and Service Provider Personnel; (b) in respect of the Service Provider, its officers, employees, agents, Subcontractors and Subcontractor Personnel, and (c) in respect of any Subcontractor, its officers, employees, agents and contractors.
Privacy Act	Means the <i>Privacy Act 1988</i> (Cth), as amended from time to time.
Proceeding	Means any proceeding conducted in the courtrooms of the Customer or the FCA, FCoA or FCC, and includes an incidental or interlocutory proceeding in the course of, or in connection with, a proceeding in the FCA, FCoA or FCC or any other Entity as set out in the Statement of Requirements or advised by the Customer from time to time as well as an appeal or an application in an appeal.
Product	Means any cloud service, Software, Equipment or related Documents used, or for use in or with, the Services, including as specified in the Statement of Requirements and/or Schedule 3 (Charges and Payments).
Protective Security Policy Framework or PSPF	The Australian Government Protective Security Policy Framework first issued by the Attorney General's Department in June 2018 and updated and re-issued from time to time.
Record	Means evidence of a business activity.
Recording	Means a recording of Proceedings whether audio or otherwise and whether on disk or other medium.
Records Authority	Means the specific authority provided by the National Archives of Australia that specifies Retention Periods for Records associated with unique Entity business functions.
Related Body Corporate	Means an entity which falls within the definition of a 'Related Body Corporate' for the purposes of the <i>Corporations Act 2001</i> (Cth).
Representative	Means either the Service Provider Representative or Customer Representative as the context requires.
Risk Management Plan	Means the plan to be provided by the Service Provider under clause 55.
Schedule	Means documents identified as Schedules to this Contract.
Security Incident	Has the same meaning as in the PSPF.

Term	Meaning
Security Interest	Has the same meaning as s12 of the <i>Personal Properties Security Act 2009</i> (Cth).
Service Catalogue	Means the list of IT services which can be ordered by the Customer and its authorised Personnel. The Service Catalogue is provided and maintained by the Service Provider in accordance with the Statement of Requirements.
Service Credits	Means any amount calculated in accordance with the Statement of Requirements that is payable to the Customer by the Service Provider in accordance with clause 40 of this Contract if the Service Provider fails to meet a Service Level, Critical Success Factor or Key Performance Indicator required under this Contract (and the Customer elects to recover that Service Credit). A Service Credit may also be described as a "Rebate".
Service Level	Means the outcomes and performance standards which the Service Provider must achieve in providing the Services, if any, as set out in the Statement of Requirements.
Service Provider	Means Auscript Australasia Pty Ltd ABN 72 110 028 825 and includes its Personnel, as the context permits.
Service Provider Representative	Means the person appointed by the Service Provider to represent it in relation to the performance of this Contract, being (as at the Commencement Date) the person identified in Item 7 of the Contract Details.
Services	All or part of the services, functions and responsibilities that must be performed by the Service Provider to the Customer in accordance with this Contract, as amended from time to time. The Services include the provision of the Transcripts and Recordings.
Similar Services	Has the meaning given in clause 44.
Site	Means the Customer's premises or other locations including Court Locations as defined in the Statement of Requirements where the Services must be provided, as set out in the Statement of Requirements.
Software	Means software that falls within the definition of 'computer program' in the <i>Copyright Act 1968</i> (Cth) and which is used, or for use in or with, the Services, including as specified in the Statement of Requirements and/or Schedule 3 (Charges and Payments).
Stakeholders	Includes participants in Proceedings in any Court for which the Services are provided (including as set out in the Statement of Requirements) and any other person entitled to access, use or benefit from the Services.
Statement of Requirements or SOR	Means the detailed descriptions of the requirements for the Services in Schedule 1 (Statement of Requirements).

Term	Meaning
Subcontract	Means an agreement or other arrangement between the Service Provider and its Subcontractor.
Subcontractor	Means an entity engaged under a Subcontract to perform any part of the work under this Contract and its Personnel.
Term	Means the term of this Contract and includes the Initial Term, the Option Periods (if exercised by the Customer) and the Transition Period.
Transcription	Means the conversion of a Recording into text. Transcript has a corresponding meaning.
Transcription and Recording Services	Means the Transcription and Recording services for the FCA, FCoA, and FCC, or any other Entity as set out in the Statement of Requirements or advised by the Customer from time to time.
Transition In Date	Means the Milestone Date for completion of the Transition In Services.
Transition In Services	Means the Services required to transition the Services from the Customer's current service arrangements to provision by the Service Provider, as described in this Contract and (in particular) in the Statement of Requirements.
Transition In Plan	Means the plan for the Transition In Services to be provided by the Service Provider in accordance with the Statement of Requirements.
Transition Out	Means the transition out of the Services in accordance with clause 63 of this Contract.
Transition Out Charges	Means the Charges payable in accordance with Schedule 3 (Charges and Payments).
Transition Out Plan	Means the plan of that name described in clause 63 of this Contract and the Statement of Requirements.
Transition Out Services	Means the Services specified as such in the Statement of Requirements.
Transition Period	Means the period specified in clause 63 of this Contract.
User	Means the Customer, the FCA, FCoA, FCC and any other Entity advised by the Customer as a user of the Services.
Variation Proposal	Means a proposal (in a form approved by the Customer) to vary this Contract as referred to in clause 32 of this Contract.
WOG Arrangement	Means a whole of government arrangement for the supply of ICT goods or services entered into between a provider and the Commonwealth, generally acting through the Department of Finance.

Schedule 5 Deed of Confidentiality

THIS DEED POLL IS MADE ON THE DAY OF 20

IN FAVOUR OF

THE COMMONWEALTH OF AUSTRALIA, represented by and acting through the Federal Court of Australia ABN 49 110 847 399 of Level 16, Law Courts Building, Queens Square SYDNEY NSW 2000

('Customer')

and

[Insert Name of Confidant] of [Insert Address]

('Confidant')

BACKGROUND

- A. The Confidant provides the undertakings set out below in respect of work to be performed, and information to be acquired, directly or indirectly in connection with the Contract.
- B. The Contract is the Contract between the Customer and [Insert Service Provider] under a contract [insert details of the Contract, including date].

IT IS AGREED AS FOLLOWS

1. Interpretation

Definition

'Information' means information, documents and data stored by any means and any information made available to me in the course of my dealings with the Customer and includes information relating to:

- (a) any intellectual property rights of the Customer;
- (b) to the financial position or reputation of the Customer;
- (c) the internal management and structure of the Customer;
- (d) the personnel, policies and strategies of the Customer; and
- (e) the Customer's clients or suppliers,

and information of the Customer that has any actual or potential commercial value to the Customer or to the person or corporation which supplied that information.

2. Non-disclosure

- 2.1 I will treat as secret and confidential all Information to which I have access or which is disclosed to me.

2.2 If the Customer grants its consent for me to disclose information, it may impose conditions on that consent. In particular, the Customer may require that I obtain the execution of a Deed in these terms by the person to whom I propose to disclose the Information.

2.3 My obligations under this Deed will not be taken to have been breached where I am legally required to disclose the Information.

3. Acknowledgment

3.1 I acknowledge that I may have access to information in the course of work that I undertake for the Family Court and/or Federal Circuit Court that may include information about the identity of parties or other persons involved in family law proceedings.

3.2 I acknowledge that, under section 121(1) of the *Family Law Act 1975* (Cth), it is an offence punishable by imprisonment for up to one year to provide an account of family law proceedings to the public or a section of the public that identifies parties or other persons involved in family law proceedings, other than in the limited circumstances outlined in section 121(9).

3.3 I acknowledge that, under section 121(3) of the *Family Law Act 1975* (Cth), providing certain details about a person (such as their name, address, description of dress, beliefs etc) is taken to be information that identifies a person for the purpose of the offence described in section 121(1).

3.4 I also acknowledge that a direction or order may be made that the whole or part of proceedings and any transcript are confidential. This includes under the *Federal Court of Australia Act 1976* (Cth) and the *Migration Act 1958* (Cth). If any such direction or order is made, I acknowledge that I must comply with the order.

4. Restriction on use

4.1 I will use the Information only for the purpose of my dealings with the Customer (whether directly or indirectly).

4.2 I will not copy or reproduce the Information without the approval of the Customer, will not allow any other person outside the Customer access to the Information and will take all necessary precautions to prevent unauthorised access to or copying of the Information in my control.

5. Survival

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

6. Powers of the Customer

6.1 Immediately upon request by the Customer, I must deliver to the Customer all documents in my possession or control containing Information.

6.2 If at the time of such a request I am aware that documents containing Information are beyond my possession or control, then I must provide full details of where the documents containing the Information are, and the identity of the person who has control of them.

7. Applicable law

7.1 This Deed will be governed in accordance with the law in the Australian Capital Territory.

EXECUTED AND DELIVERED AS A DEED POLL

AT [INSERT PLACE]

Signed sealed and delivered by the Confidant in the)
presence of:)
)
Signature of Confidant

.....
Witness

Schedule 6 Performance Guarantee

Deed of Guarantee

Date

Customer

Name: The Commonwealth of Australia represented by Federal Court of Australia
ABN: 49 110 847 399
Address: Level 16, Law Courts Building, Queens Square, SYDNEY NSW 2000
Short form name: **Customer**

Guarantor

Name: FTR Group Pty Ltd
ACN: 124 530 196
Address: Level 4, 180 Ann Street, Brisbane QLD 4000
Short form name: **Guarantor**

Background

- A: Customer and Service Provider have entered into a Contract (PA-2020-0019) dated [insert date] (**Contract**) under which Service Provider will provide transcription, recording and AV support and maintenance services to Customer.
- B: Under the Contract, Service Provider has agreed to procure this guarantee from Guarantor for Customer's benefit.
- C: Guarantor is the parent company of Service Provider and has agreed to provide this guarantee for Customer's benefit.
- D: Guarantor has reviewed the Contract.

The Parties agree as follows:

1 Interpretation

1.1 The following words in this deed not otherwise defined have the following meanings:

- (a) **Business Day** means any day other than a Saturday, Sunday or a public holiday in the place where a Notice is received;
- (b) **Contract** means the Contract (PA-2020-0019) dated [insert date] between the Customer and the Service Provider referred to in Recital A of this deed;
- (c) **Deed Representative** means, in relation to a Party, the Deed Representative of that Party specified or determined in accordance with clause 7;
- (d) **Deed Representative's Address** means the address of a Deed Representative specified or determined in accordance with clause 7;
- (e) **Maximum Aggregate Sum** means A\$300,000.00 (ex GST);
- (f) **Notice** means a written communication that complies with clause 6;
- (g) **Party** means any of Customer and Guarantor and Parties means all them;
- (h) **Recording Equipment** means the installed recording equipment and portable recording equipment, used by the Service Provider for the provision of recording and transcription services under the Contract;
- (i) **Servers** means the Service Provider's servers storing the Customer's recordings and transcripts;
- (j) **Service Provider** means Auscript Australasia Pty Limited ABN: 72 110 028 825 of Level 4, 180 Ann Street Brisbane QLD 4000 Australia.

1.2 In this deed, unless otherwise required by the context:

- (a) words in the singular include the plural and vice versa;
- (b) "person" includes a corporate or non-corporate Commonwealth entity, a company, a partnership and an unincorporated organisation; and
- (c) a reference to a clause means a clause of this deed; and
- (d) capitalised terms used in this deed which are not otherwise defined in this deed have the meaning given in Schedule 4 – Glossary to the Contract.

2 Expiration

- 2.1 This Customer consents to the discharge of the Guarantor's obligations under this deed and will notify the Guarantor that this deed is no longer required on the earlier of:
- (a) The date which is the latter of four (4) calendar years after the Commencement Date of the Contract or the end of the final option period under the Contract as exercised by the Customer;
 - (b) The date on which payment is made by the Guarantor up to the Maximum Aggregate Sum and the Service Provider or Guarantor have given the Customer control of and access to all recordings, Recording Equipment and Servers;
 - (c) Service Provider has fully discharged all of its obligations under the Contract;
 - (d) the Guarantor has completed the undertakings required by this deed;
or
 - (e) the Guarantor is released from its obligations under this deed by the Customer by Notice.

3 Guarantee

- 3.1 Subject to the terms and conditions of this deed, Guarantor unconditionally and irrevocably guarantees to Customer the full performance by Service Provider of all of its obligations under the Contract.
- 3.2 For clarity (and without limiting the generality of clause 3.1) the obligations of the Service Provider that are guaranteed by the Guarantor include any obligation to pay or refund any money to Customer, to meet any liability to

the Customer or to indemnify the Customer, its Personnel or its subcontractors.

3.3 If:

- (a) Service Provider does not perform any of its obligations under the Contract; and
- (b) that default is not remedied by Service Provider as required by the Contract (despite written notice by the Customer if required by the Contract);

then Customer may by Notice demand that Guarantor performs those obligations (for clarity, the notice may permit the Guarantor to, with the Customer's prior approval, arrange for another entity to perform those obligations on the Guarantor's behalf). If Customer makes a demand under this clause 3.3, Guarantor must promptly comply with that demand.

3.4 Customer is not required to make any claim or demand on the Service Provider or enforce its rights against Service Provider or any other person before enforcing its rights against Guarantor under this deed.

3.5 Guarantor's guarantee under this clause 3:

- (a) is a continuing obligation despite any intervening payment, settlement or judgment;
- (b) applies in relation to Service Provider's obligations under the Contract, even if the Contract is varied without Notice to, or the consent of, Guarantor;
- (c) applies even if Service Provider becomes insolvent, is wound up or placed under any form of external administration or if the other events referred to in clause 62.3 of the Contract occur; and
- (d) is not affected by any delay arising out of the Customer seeking or acting to enforce any right or remedy available to it under the Contract or this deed.

3.6 Guarantor is entitled to the benefit of all defences and limitations on liability that Service Provider has under the Contract and Guarantor's liability to Customer under this deed will not exceed Service Provider's liability to Customer under the Contract.

3.7 The liability of the Guarantor under this deed is not subject to:

- (a) the execution of this deed by any person other than the Guarantor;
- (b) to the execution of any other document; or
- (c) any condition precedent or subsequent.

4 Indemnity

- 4.1 Guarantor indemnifies Customer against Customer's costs (including legal costs on a full indemnity basis) of enforcing its rights under this deed.

5 Assignment

- 5.1 Subject to clause 5.2, a Party may only novate this deed or assign its rights under this deed with the prior written consent of the other Party (such consent not to be unreasonably withheld).
- 5.2 Customer may (at any time) assign its rights under this deed to another Commonwealth Entity where that Entity is to have administrative responsibility for the Contract.

6 Notices

- 6.1 Subject to clause 7.3, a communication from one **Party** to another **Party** relating to this deed must be:
 - (a) in writing;
 - (b) sent in hard-copy or by email;
 - (c) (in the case of a hard-copy communication) signed by, or (in the case of an email communication) sent by, the sending Party's Deed Representative;
 - (d) addressed to the other Party's Deed Representative;
 - (e) in the case of a hard-copy communication, sent by express mail, airmail or courier or hand delivered to the receiving Party's Deed Representative's Address; and
 - (f) in the case of an email communication, sent by email to the receiving Party's Deed Representative's Address.

- 6.2 A hard-copy communication under this clause 6 is taken to be received when it is delivered by hand or courier or, if it is posted, 3 Business Days after the date of posting (for within country post) or 10 Business Days after the date of posting (for international post).
- 6.3 An email communication is taken to be received at the time it is dispatched, unless the sending Party receives an error message indicating that the receiving Party's Deed Representative has not received the message.
- 6.4 However, if a communication is taken to be received on a day which is not a Business Day or after 5:00pm on a Business Day, it is taken to be received at 9:00am on the next Business Day.

7 Contract Representative Addresses

- 7.1 Subject to clauses 7.2 and 7.3 the name and address of the Deed Representative of each Party is as follows:

7.2 Customer's Deed Representative

Name:

Title:

Address:

Email:

Guarantor's Deed Representative

Name: Kurt Pilecki

Title: Director

Address: Level 4, 180 Ann Street, Brisbane, 4000

Email: KPilecki@BISONCAPITAL.COM

- 7.3 A Party may update its Deed Representative or its Deed Representatives' address by Notifying the other Party.

8 Governing law

- 8.1 This deed is governed by and construed in accordance with the laws in force in the Victoria and the Parties submit to the non-exclusive jurisdiction of the courts of Victoria in respect of all matters relating to this deed.

9 Counterparts

- 9.1 This deed may be executed in any number of counterparts. All counterparts constitute the same deed.

10 Warranties

The Guarantor warrants that:

- 10.1 the Guarantor is validly existing and in good standing under the Laws of Queensland and is capable of being sued in its corporate name;
- 10.2 the Guarantor has the necessary corporate power and authority to execute and deliver this deed and to perform its obligations under this deed;
- 10.3 the execution and delivery of this deed by the Guarantor and the performance by the Guarantor of its obligations under this deed have been duly authorised by the Guarantor;
- 10.4 the execution and delivery of this deed has been authorised by all requisite corporate action;
- 10.5 the Guarantor has duly executed and delivered this deed;
- 10.6 the deed is a legal, valid and binding obligation of the Guarantor, enforceable against it in accordance with its terms, except as such enforceability may be limited by:

- (a) applicable bankruptcy, insolvency, reorganisation, moratorium or other similar Laws affecting the enforceability of creditors' rights generally; and
- (a) general principles of equity (regardless of whether such enforceability is considered in a proceeding in Law);

- 10.7 except as contemplated under this deed, no consent, authorisation, approval or other action by, and no notice to or registration with, any governmental authority created or acting under the corporations Law in the Queensland is required for the due execution, delivery or performance by the Guarantor of this deed;
- 10.8 the Laws of Victoria as the governing Law of this deed are recognised by the Guarantor; and
- 10.9 the submission by the Guarantor to the Laws of Victoria and the jurisdiction of the Courts of Victoria in this deed is binding on the Guarantor.

11 **Miscellaneous**

- 11.1 Except as expressly set out in this deed, each party must pay its own costs and expenses (including applicable taxes) in connection with negotiating, preparing, executing and performing this deed.
- 11.2 Any provision of this deed which is illegal, void or unenforceable will be ineffective to the extent only of the illegality, voidness or unenforceability without invalidating the remaining provisions of the deed.
- 11.3 Any variation of this deed must be in writing and signed by all Parties.
- 11.4 Any waiver of any rights or obligations under this deed is only effective to the extent it is set out in writing and signed by all Parties.
- 11.5 Each party must promptly execute and deliver all documents and take any other actions necessary or desirable to effect or complete the transactions contemplated by this deed.

Executed as a deed

Executed for and on behalf of the Commonwealth
of Australia, as represented by Federal Court of Australia ABN 49 110 847 399 by its duly
authorised delegate in the
presence of:

(Signature of delegate)

(Name of delegate)

Position

Date of execution

Executed by **FTR Group Pty Ltd** ABN
54 124 530 196 in accordance with
section 127 of the *Corporations Act 2001*
(Cth)

(Signature)

(Name)

Director/Company Secretary (delete one)

(Signature)

(Name)

Director

Date of Execution

Schedule 7 (Not used)

Schedule 8 Commonwealth Law and Policies

In performing its obligations under this Contract, the Service Provider must comply with all applicable Laws and Commonwealth policies including as set out in this Schedule.

1. ARCHIVES ACT REQUIREMENTS

- 1.1 The Service Provider acknowledges that the Service Provider may not dispose of any Customer Data (which may include Commonwealth Records) unless directed in writing to do so by the Customer.
- 1.2 The Service Provider must:
 - 1.2.1 comply with, and follow any reasonable directions by the Customer which are relevant to, any applicable Commonwealth legislation relating to archival requirements; and
 - 1.2.2 ensure that it implements minimum metadata requirements in providing the Services that comply with the *Australian Government Recordkeeping Metadata Standard* (AGRKMS) Version 2.2 available at: <http://www.naa.gov.au/information-management/managing-information-and-records/describing/metadata/AGRKMS/index.aspx>
- 1.3 For the purposes of clauses 1.1 and 1.2, '**Commonwealth Record**' has the meaning given under clause 3 of the *Archives Act 1983* (Cth).

2. OBLIGATIONS OF CONFIDENTIALITY

- 3. The Service Provider acknowledges that under section 121(1) of the *Family Law Act 1975* (Cth), it is an offence punishable by imprisonment for up to one year to provide an account of family law proceedings to the public or a section of the public that identifies parties or other persons involved in family law proceedings, other than in the limited circumstances outlined in section 121(9).
- 4. The Service Provider acknowledges that obligations may be imposed on the Service Provider under legislation including, under sections 23HC and 37AF of the *Federal Court of Australia Act 1976* (Cth) and section 91X of the *Migration Act 1958* (Cth). The Service Provider also acknowledges that a direction or order may be made that the whole or part of proceedings, including any transcript of the proceedings, is confidential. The Service Provider must comply with any such direction or order.

5. ANTI-DISCRIMINATION

- 5.1 The Service Provider must comply with all Commonwealth, State or Territory Laws relevant to anti-discrimination as may be applicable to this Contract, the Services or the Service Provider, including but not limited to the:
 - 5.1.1 *Disability Discrimination Act 1992* (Cth);
 - 5.1.2 *Race Discrimination Act 1975* (Cth);
 - 5.1.3 *Sex Discrimination Act 1984* (Cth); and
 - 5.1.4 *Age Discrimination Act 2004* (Cth).

6. APS VALUES

- 6.1 The Service Provider must ensure that all of its Personnel engaged in providing the Services comply with the APS Values and Code of Conduct while at the Customer's premises and while liaising with the Customer Personnel, other Users, Stakeholders or members of the public in connection with the provision of the Services. In these clauses 6.1 and 6.2 '**APS Values**' and '**Code of Conduct**' have the same meaning as they have in the *Public Service Act 1999* (Cth).
- 6.2 The Service Provider must provide all reasonable assistance to the Customer with any investigation of a report of a breach of the APS Code of Conduct.
- 6.3 When the Service Provider's Personnel are accessing the Customer's systems, using any of the Customer's equipment or accessing the Customer's Confidential Information, the Service Provider must ensure that those Personnel comply with all policies and procedures applicable to the Customer's employees and/or contractors that Customer has notified to the Service Provider.

7. FREEDOM OF INFORMATION

- 7.1 If an application is made to the Customer under the *Freedom of Information Act 1982* (Cth) for access to documents concerning the Service Provider, the Customer:
- 7.1.1 may, before making a decision, consult with the Service Provider, without prejudice to any decision to release the information; and
- 7.1.2 must determine the application in accordance with the requirements of the *Freedom of Information Act 1982* (Cth).
- 7.2 In clauses 7.3 to 7.5 'document' and 'Commonwealth Contract' have the same meaning as in the *Freedom of Information Act 1982* (Cth).
- 7.3 The Service Provider acknowledges that this Contract is a Commonwealth Contract.
- 7.4 Where the Customer has received a request for access to a document created by, or in the possession of, the Service Provider or any Subcontractor that relates to the performance of this Contract (and not to the entry into that Contract), the Customer may at any time by written Notice require the Service Provider to provide the document to the Customer and the Service Provider must, at no additional cost to the Customer, promptly comply with the Notice.
- 7.5 The Service Provider must include in any subcontract relating to the performance of this Contract provision that will enable the Service Provider to comply with its obligations under clause 7.4.

8. FRAUD

- 8.1 The Service Provider must comply with the Commonwealth Fraud Control Framework at: <https://www.ag.gov.au/Integrity/FraudControl/Pages/FraudControlFramework.aspx>
- 8.2 The Service Provider must Notify the Customer immediately if it knows or has reason to suspect that any fraud has occurred or is occurring or is likely to occur in relation to this Contract (including by the Service Provider or its Personnel).

9. ILLEGAL WORKERS

- 9.1 The Service Provider must not engage Illegal Workers in any capacity to carry out any work under or in connection with this Contract.
- 9.2 Upon becoming aware of the involvement of an Illegal Worker, the Service Provider must:

- 9.2.1 promptly Notify the Customer; and
 - 9.2.2 remove, or cause to be removed, the Illegal Worker and arrange for their replacement at no cost to the Customer immediately.
- 9.3 If requested in writing by the Customer, the Service Provider must provide evidence within 14 days that it has taken all reasonable steps to ensure that it has complied and is complying with its obligations in respect of Illegal Workers.

10. AUDIT AND ACCESS

Right to conduct audits

- 10.1 The Customer, or a representative of the Customer may conduct audits relevant to the performance of the Service Provider's obligations under this Contract at any time. Audits may be conducted of:
 - 10.1.1 the Service Provider's operational practices and procedures as they relate to this Contract, including security procedures;
 - 10.1.2 the accuracy of the Service Provider's invoices and reports in relation to the performance of this Contract;
 - 10.1.3 the Service Provider's compliance with its confidentiality, privacy and security and other obligations under this Contract;
 - 10.1.4 material (including books and records) in the possession of the Service Provider relevant to this Contract; and
 - 10.1.5 any other matters determined by the Customer, or a representative to be relevant to this Contract.

Access by the Customer

- 10.2 The Customer, or the Customer representative may, at reasonable times and on giving reasonable Notice to the Service Provider:
 - 10.2.1 access the premises of the Service Provider to the extent relevant to the performance of this Contract;
 - 10.2.2 require the provision by the Service Provider, its Personnel, agents or Subcontractors, of records and information in a data format and storage medium accessible by the Customer, or a representative by use of the Customer's existing computer hardware and software;
 - 10.2.3 inspect and copy relevant documentation, books and records, however stored, in the custody or under the control of the Service Provider or its Personnel; and
 - 10.2.4 require assistance in respect of any inquiry into or concerning this Contract. For these purposes an inquiry includes any administrative or statutory review, auditor inquiry (whether within or external to the Customer's organisation as appropriate), any request for information directed to the Customer as appropriate, and any inquiry conducted by Parliament or any Parliamentary Committee.

Conduct of audit and access

10.3 The Service Provider must provide access to its premises to the extent necessary for the Customer to exercise its rights under this clause 10, and provide the Customer with any reasonable assistance requested by the Customer.

10.4 The Customer must use reasonable endeavours to ensure that:

10.4.1 audits performed pursuant to clause 10.1; and

10.4.2 the exercise of the general rights granted by clause 10.2,

do not unreasonably delay or disrupt in any material respect the Service Provider's performance of its obligations under this Contract.

Costs

10.5 Except as set out in clause 10.6, each party must bear its own costs of any inspections, access and/or audits.

10.6 If the Service Provider is able to substantiate that it has incurred direct expenses in the Customer's exercise of the rights granted under clause 10.1 or clause 10.2 which, having regard to the value of this Contract, are substantial, the Customer and the Service Provider will negotiate an appropriate reimbursement. Any reimbursement must not be greater than the direct expenses incurred and substantiated, and will not be payable to the extent the audit reveals failures by the Service Provider to comply with this Contract.

Audit by an Accountability Body

10.7 In this clause 10, "**Accountability Body**" means the Commonwealth Parliament (including Committees); a Commonwealth Minister; the Auditor-General (including the Australian National Audit Office); the Australian Privacy Commissioner; the Australian Information Commissioner; the Commonwealth Ombudsman; and any person (including a commission or inquiry) whose functions include reviewing, inquiring into, auditing or investigating the Service Provider.

10.8 The rights of the Customer under clauses 10.2.1 to 10.2.3 apply equally to an Accountability Body or a delegate of an Accountability Body for the purpose of performing its statutory functions or powers.

10.9 The Service Provider to comply with Accountability Body's requirements

10.10 The Service Provider must do all things necessary to comply with the requirements of an Accountability Body Notified under clause 10.2 provided such requirements are legally enforceable and within the power of the Accountability Body.

No restriction

10.11 Nothing in this Contract reduces, limits or restricts in any way any function, power, right or entitlement of an Accountability Body. The rights of the Customer under this clause 10 are in addition to any other power, right or entitlement of the Accountability Body.

No reduction in responsibility

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

Subcontractor requirements

- 10.13 The Service Provider must ensure that any subcontract entered into for the purpose of this Contract contains an equivalent clause granting the rights specified in this clause 10.

Consequences of audit

- 10.14 The Service Provider must promptly take, at no additional cost to the Customer, corrective action to rectify any error, non-compliance or inaccuracy identified in any audit in the way the Service Provider has performed its obligations under this Contract, including but not limited to, the way the Service Provider has:

10.14.1 provided any Service; or

10.14.2 calculated Charges, or any other amounts or fees billed to the Customer.

Survival

- 10.15 This clause 10 applies for the Term and for a period of 7 years from the termination or expiry of this Contract, whichever is later.

11. WORK HEALTH AND SAFETY

- 11.1 In clauses 11.1 to 11.4 below:

11.1.1 '**Act**' means the *Work Health and Safety Act 2011* (Cth).

11.1.2 '**Person Conducting a Business or Undertaking (PCBU)**' as defined by the Act means a person conducting a business or undertaking:

- (a) whether the person conducts the business or undertaking alone or with others; and
- (b) whether or not the business or undertaking is conducted for profit or gain.

- 11.2 The Service Provider must ensure that the Services are provided in a manner that does not pose any avoidable health or safety risk to the Service Provider's Personnel, to the Customer's Personnel, or to any other person.

- 11.3 Without limiting in any way the health and safety obligations that the Service Provider has under this Contract, including those that apply due to the operation of Commonwealth and State or Territory Laws, the Supplier must:

11.3.1 ensure that a PCBU meets the primary duty of care requirements of section 19 of the Act or corresponding State or Territory legislation;

11.3.2 ensure the regulator is notified immediately after a notifiable incident has occurred in accordance with section 38 of the Act or corresponding State or Territory legislation

11.3.3 notify the Customer of:

- (a) any work related injury that causes death or serious personal injury;
- (b) any notifiable incident as defined at sections 35, 36 and 37 of the Act, or corresponding State or Territory legislation; and
- (c) each occasion it reports to, or notifies, a regulatory authority of a notifiable incident authority under the Act, or the relevant work health and safety legislation in that jurisdiction,

within 1 Business Day after the incident has occurred or within 2 hours if the injury causes death.

- 11.4 At the Customer's request, the Service Provider must provide reasonable assistance to the Customer, or Comcare (including giving the Customer, Comcare and their agents access to the Service Provider's premises, files, information technology systems and Personnel) in connection with any monitoring, inspection, investigation or audit of work health and safety matters arising in relation to the provision of the Services .

12. WORKPLACE GENDER EQUALITY

- 12.1 Clauses 12.1 to 12.6 apply only to the extent that the Service Provider is a 'relevant employer' for the purposes of the *Workplace Gender Equality Act 2012* (Cth) (the '**WGE Act**').
- 12.2 The Service Provider must comply with its obligations, if any, under the WGE Act.
- 12.3 The Service Provider must not enter into any subcontracts with an entity named in a report tabled in the Australian Parliament by the Director of Workplace Gender Equality as a supplier that has not complied with the WGE Act.
- 12.4 If the Service Provider becomes non-compliant with the WGE Act, the Service Provider must:
- 12.4.1 immediately Notify the Customer of the non-compliance with the WGE Act;
 - 12.4.2 become compliant with the WGE Act within 40 Business Days from the date of non-compliance; and
 - 12.4.3 Notify the Customer when it becomes compliant with the WGE Act.
- 12.5 If the Contract Term exceeds 18 months, the Service Provider must provide a current letter of compliance within 18 months from the Commencement Date and following this, annually, to the Representative for the Customer as relevant.
- 12.6 The Customer compliance with the WGE Act does not relieve the Service Provider from its responsibility under this Contract.

13. ENVIRONMENT

- 13.1 The Service Provider must perform its obligations under this Contract in a way that does not place the Service Provider or the Customer in breach of any applicable environmental legislation including the *Environment Protection and Biodiversity Conservation Act 1999* (Cth).
- 13.2 The Service Provider must seek to implement any best practice environmental or green standards applicable to the Services and must implement any such standards which are Notified to it by the Customer.

14. HAZARDOUS SUBSTANCES

- 14.1 The Service Provider must not provide any part of the Services containing any Ozone Depleting Substances or Hazardous Substances, except for those substances authorised in writing by the Customer.
- 14.2 The Service Provider must ensure that, for all Hazardous Substances:

- 14.2.1 full details of the authorised substances incorporated into the any part of the Services, including the location and protective measures adopted, are provided to the Customer in the format of a Material Data Safety Sheet in accordance with NOHSC 2011 (2003) 'National Code of Practice for the Preparation of Material Safety Data Sheets';
 - 14.2.2 all Documents supporting the part of Services containing Hazardous Substances clearly identifies the nature of the hazard; and
 - 14.2.3 any part of the Services containing the authorised substance are labelled to clearly identify the nature of the substance and its associated hazards.
- 14.3 To the extent consistent with their function, all parts of the Services must not emit fumes, liquids, solids, heat, noise, electromagnetic or other radiation, which could be detrimental to Personnel, the environment or the operation of other equipment.

15. WHOLE OF GOVERNMENT (WOG) ARRANGEMENTS

Service Provider acknowledgement

- 15.1 The Service Provider acknowledges that the Commonwealth has, and will continue to, setup WOG Arrangements that enable or facilitate the provision of certain goods and services to one or more Commonwealth Entities.
- 15.2 The Service Provider acknowledges and agrees that part or all of the Services under this Contract may be affected by a WOG Arrangement and if the Services are affected, the Customer, in its discretion, may exercise any option available to it under this clause 15 or otherwise, as required to deliver value for money to the Commonwealth.

Acquiring services from a WOG Arrangement

- 15.3 The parties agree that if:
- 15.3.1 during the Term the Commonwealth implements a WOG Arrangement in respect of services similar to the Services;
 - 15.3.2 the Customer, in its absolute discretion, decides to obtain some or all of the Services from a service provider on the panel of a WOG Arrangement rather than under this Contract; and
 - 15.3.3 the Customer Notifies the Service Provider that Services under this Contract are no longer required from the Service Provider,
- then:
- 15.3.4 the parties must amend this Contract to reflect the Notice referred to in clause 15.3.3, so that:
- (a) the services to be provided by a service provider on the panel of a WOG Arrangement will be removed from the Services to be provided by the Service Provider;
 - (b) this Contract will be amended to reflect the change in the scope of the Services to be provided by the Service Provider under this Contract (including any relevant adjustments in the Charges); and
 - (c) to the extent that there is no such inconsistency, the terms of this Contract will continue.

- 15.4 The Notice referred to in clause 15.3.3 must include details of the Services to be provided to the Customer under the WOG Arrangement, rather than under this Contract.

Variation process and reduction costs do not apply to WOG Arrangement

- 15.5 The Customer will not be required to pay the Service Provider any costs for reduction of the scope of the Services due to a WOG Arrangement. Clause 62.4 does not apply to any amendment to this Contract under this clause 15 as a result of a WOG Arrangement.
- 15.6 The Customer will prepare the necessary documentation to reflect any amendment to this Contract effected by the Notice given under this clause 15 and forward that documentation to the Service Provider.

Subcontractors

- 15.7 The Service Provider must ensure that any Subcontractors agree to the inclusion, in each Subcontract, of a clause substantially in the same terms as this clause 15 which will allow:
- 15.7.1 the Customer to take advantage of any WOG Arrangement to which any of the Subcontractors are a party; and
- 15.7.2 the Service Provider to reduce the scope of the Subcontract in the event that the Customer exercises its rights in this clause 15 to reduce the scope of this Contract in order to transfer part of the Services to a WOG Arrangement.

16. PIGGYBACKING

- 16.1 The Service Provider acknowledges that the Services supplied under this Contract may be of value to other Entities.
- 16.2 The Service Provider offers to provide the Services to any Entity in accordance with clauses 16.3 to 16.5.
- 16.3 Any other Entity who wishes to enter into a separate contract with the Service Provider, with provisions that are equal to, or no less favourable than, those set out in the Contract, for the Services may Notify the Customer and the Service Provider.
- 16.4 If the Service Provider receives a request for a separate contract under clause 16.3 from another Entity:
- 16.4.1 the Service Provider must negotiate in good faith with that Entity the terms of a separate contract with provisions that are equal to, or are no less favourable than, those set out in the Contract, for provision of the Services to that other Entity, except that:
- (a) unless otherwise agreed by the Customer, the Piggybacking Contract must include:
 - (b) a clause requiring the Service Provider to provide information about the Piggybacking Contract (including information in relation to performance and payments) to the Customer upon request; and
 - (c) charges for the provision of the Services to the other Entity under the Piggyback Contract do not exceed the amounts specified in Schedule 3 (Charges and Payments);
 - (d) if the Service Provider and the other Entity negotiate and agree terms for the Piggybacking Contract (including in relation to pricing) which are

more favourable to the other Entity than the terms in the Contract, the Service Provider must:

- (e) promptly Notify the Customer of the more favourable terms;
- (f) unless the Service Provider can substantiate, to the Customer's satisfaction, that the services to be provided to the other Entity under the Piggybacking Contract are significantly different to those provided to the Customer under the Contract (or there are significantly different circumstances or other valid reasons for the more favourable terms), offer the more favourable terms to the Customer; and
- (g) if the Customer accepts the Service Provider's offer in clause (f), agree to vary the Contract in accordance with clause 32 (Variations to the Contract) to implement the relevant change(s); and
- (h) the Service Provider must not enter into a Piggybacking Contract with another Entity unless the Customer has confirmed in writing that the Service Provider may do so. The Customer may grant its permission under this clause on such conditions as it, in its absolute discretion, considers appropriate.

16.5 For clarity, any Piggybacking Contract agreed and executed in accordance with clause 16.4 will create a separate contract between the Service Provider and the other Entity.

17. INDIGENOUS PROCUREMENT POLICY

17.1 It is Commonwealth policy to stimulate Indigenous entrepreneurship and business development, providing Indigenous Australians with more opportunities to participate in the economy (see the Indigenous Procurement Policy available at <https://www.niaa.gov.au/sites/default/files/publications/indigenous-procurement-policy.pdf>).

17.2 The Service Provider must use its reasonable endeavours to increase its:

- 17.2.1 purchasing from Indigenous Enterprises; and
- 17.2.2 employment of Indigenous Australians,

in the performance of the Services.

17.3 Purchases from Indigenous Enterprises may be in the form of engagement of an Indigenous Enterprise as a Subcontractor and use of Indigenous Enterprises in the Service Provider's supply chain.

17.4 Without limiting clause 17.2, if this Contract becomes a High Value Contract, then clauses 17.4 to 17.12 will apply.

17.5 The Service Provider must provide an Indigenous Participation Plan for Acceptance by the Customer. Once Accepted, the Indigenous Participation Plan will become part of this Contract and the Service Provider must comply with it.

17.6 The Service Provider must provide a written report on its compliance with the Indigenous Participation Plan to the Commonwealth:

- 17.6.1 at least once every Quarter during the Term; and
- 17.6.2 within 5 Business Days after the end of the Term (**End of Term Report**).

- 17.7 The End of Term Report must identify whether the Service Provider:
- 17.7.1 met the mandatory minimum requirements as set out in the Indigenous Participation Plan; and
 - 17.7.2 complied with the Indigenous Participation Plan.
- 17.8 If the Service Provider has not complied with the Indigenous Participation Plan, it must provide an explanation for its non-compliance in its End of Term Report.
- 17.9 If the Customer considers, in its absolute discretion at any time during the Term, that it has concerns in relation to the Service Provider's:
- 17.9.1 compliance with the Indigenous Participation Plan; or
 - 17.9.2 overall ability to meet the mandatory minimum requirements as set out in the Indigenous Participation Plan,
- the Customer may request the Service Provider to provide additional detail in relation to its implementation of and overall ability to comply with the Indigenous Participation Plan.
- 17.10 The Service Provider must comply with all reasonable directions issued by the Customer in relation to the Service Provider's implementation of the Indigenous Participation Plan.
- 17.11 Without limiting its other rights under this Contract or at law, any material failure by the Service Provider to:
- 17.11.1 implement the Indigenous Participation Plan; or
 - 17.11.2 comply with a direction issued by the Customer under clause 17.10,
- will be a breach of this Contract, and the Commonwealth may terminate this Contract in accordance with clause 62.1 of the Contract.
- 17.12 Notwithstanding any other clause of this Contract, the Service Provider acknowledges and agrees that the reports it submits under clause 17.6:
- 17.12.1 will be recorded in a central database that is able to be accessed by Commonwealth Entities and may be made publicly available;
 - 17.12.2 will not be considered to be Confidential Information; and
 - 17.12.3 may be used by Commonwealth Entities for any purpose, including for evaluation of an offer to provide goods or services to a Commonwealth Entity.
- 18. AUSTRALIAN INDUSTRY PARTICIPATION PLAN**
- 18.1 In this clause 18, unless the context indicates otherwise:
- 18.1.1 Australian Industry Participation Plan or AIP Plan means the plan in Schedule 9 to this Contract;
 - 18.1.2 Australian Industry Participation Plans: User Guide or AIP Plans User Guide means the Australian Industry Participation Plans User Guide for developing an AIP Plan published by the Department of Industry, Innovation and Science as at the date this approach to market was issued a copy which can be obtained at www.industry.gov.au/aip; and

- 18.1.3 Implementation Report means a report provided to the Customer in accordance with clause 18.5.
- 18.1.4 Implementation Report User Guide means the Australian Industry Participation Plans: User guide for developing an Implementation Report published by the Department of Industry, Innovation and Science as at the date this approach to market was issued a copy which can be obtained at www.industry.gov.au/aip.
- 18.1.5 Implementation Report Requirements means the requirements for an Implementation Report set out in the Australian Industry Participation Plans: User Guide for developing an Implementation Report.
- 18.2 The Service Provider must comply with the AIP Plan.
- 18.3 If any conflict arises between any part of the AIP Plan and any other part of the Contract, the other part of the Contract prevails.
- 18.4 The AIP Plan must not be construed as limiting the Service Provider's responsibility to provide the Services in accordance with and otherwise comply with the requirements of the Contract.
- 18.5 The Service Provider must provide the Customer with an Implementation Report that meets the Implementation Report Requirements within 60 days after the first anniversary of the commencement of this Contract.
- 18.6 Where the Customer considers that the Implementation Report does not meet the Implementation Report Requirements, the Customer may, by written notice to the Service Provider, reject the Implementation Report. Where the Customer rejects the Implementation Report, the Customer will provide the Supplier with reasons for the rejection.
- 18.7 Where the Customer has rejected the Implementation report pursuant to clause 18.6, the Service Provider must provide the Customer with the Implementation Report amended to address the reasons advised by the Customer and that otherwise meets the Implementation Report Requirements within 10 Business Days of the date of the notice issued under clause 18.6.
- 18.8 The Service Provider consents to the Customer or any other Commonwealth agency:
 - 18.8.1 publishing the executive summary of its AIP Plan at www.industry.gov.au/aip;
 - 18.8.2 providing a copy of the Implementation Report to the Department of Industry, Innovation and Science; and
 - 18.8.3 publishing or reporting on the Service Provider's performance in relation to the AIP Plan including the level of Australian industry goods and services purchased on the project and level of compliance with the AIP Plan.
- 19. If requested, the Service Provider agrees to assist the Commonwealth with the collection of information from the project to help monitor and report on the performance of its AIP policy.
BLACK ECONOMY
- 19.1 In this clause 19:

Black Economy

means the *Black economy* – increasing the integrity of

Procurement Connected Policy	<i>government procurement: Procurement connected policy guidelines March 2019</i> available at https://treasury.gov.au/publication/p2019-t369466 .
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 of the Black Economy Procurement Connected Policy apply, the conditions set out in Part 8.b of the Black Economy Procurement Connected Policy.
Statement of Tax Record	means a statement of tax record issued by the Australian Taxation Office following an application made in accordance with the process set out at https://www.ato.gov.au/Business/Bus/Statement-of-tax-record/?page=1#Requesting_an_STR .
Valid	means valid in accordance with Part 7.e of the Black Economy Procurement Connected Policy.

- 19.2 The Service Provider warrants in relation to any first tier subcontractor it has engaged to deliver goods and/or services with an estimated value of over \$4 million (GST inclusive) that the Service Provider either:
- 19.2.1 provided a Valid and Satisfactory Statement of Tax Record for the subcontractor as part of its response for the approach to market that resulted in the entry of this Contract; or
 - 19.2.2 holds a Satisfactory Statement of Tax Record for the Subcontractor that was Valid at the time of entry into the subcontract by the Service Provider and the subcontractor.
- 19.3 If the Service Provider, is a partnership, the Service Provider 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 the customer as soon as possible after they become a partner to the partnership.
- 19.4 The Service Provider warrants that at the Commencement Date it holds a Valid and Satisfactory Statement of Tax Record.
- 19.5 The Service Provider must hold a Valid and Satisfactory Statement of Tax Record at all times during the Contract term (including any extension) and, on request by the Customer, provide to the Customer a copy of any such Statement of Tax Record.
- 19.6 Without limiting its other rights under this Contract or at Law, any failure by the Service Provider to comply with the requirements outlined in clauses 19.4 and 19.5 will be a breach of this Contract.
- 19.7 The Service Provider must ensure that any first tier subcontractor engaged to deliver goods and/or services with an estimated value of over \$4 million (GST inclusive) holds a Valid and Satisfactory Statement of Tax Record at all times during the term of the relevant subcontract.
- 19.8 The Service Provider must retain a copy of any Statement of Tax Record held by any first tier subcontractor in accordance with clause 19.7 and must, on request by the Customer, provide to the Customer a copy of any such Statement of Tax Record.

20. OTHER POLICY REQUIREMENTS

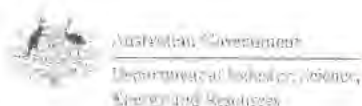
- 20.1 Without limiting specific provisions of this Contract, the Service Provider must:
- 20.1.1 ensure that funds provided under this Contract do not provide direct or indirect support or resources to organisations and individuals associated with terrorism, including "terrorist organisations" as defined in Division 102 of the Schedule to the

Criminal Code Act 1995 (Cth) and listed in regulations made under the Act and regulations made under the *Charter of the United Nations Act 1945* (Cth);

- 20.1.2 comply with the obligations imposed under the Lobbying Code of Conduct (Cth), if applicable;
- 20.1.3 comply with all relevant legislation of the Commonwealth, or of any State, Territory or local government authority and other applicable Laws including, without limitation the:
 - (a) *Crimes Act 1914* (Cth);
 - (b) *Criminal Code Act 1995* (Cth); and
 - (c) *Competition and Consumer Act 2010* (Cth) and the applicable State and Territory Australian Consumer Laws.

Schedule 9 Approved AIP Plan

Approved by the Department of Industry, Science, Energy and Resources on Thu Jul 16 2020
13:46:52 GMT+1000 (AEST)



Industry

Australian Industry Participation (AIP) plan

Reference Code: **9PM8B3WG**

About AIP plan

Introduction

An Australian Industry Participation (AIP) plan for eligible Commonwealth projects* outlines the actions an organisation will undertake to familiarise themselves with the capabilities of Australian industry and provide Australian industry with full, fair and reasonable opportunity to supply goods and services to the project and integrate into global supply chains.

The plan must demonstrate how organisations will not rely on existing supply chains and will communicate the supply opportunities in a transparent manner so that capable Australian industry can bid.

An executive summary of the approved AIP plan will be published on the AIP website after the contract/agreement is signed.

Organisations will need to collect evidence during the life of the project so that they can report in detail on how and when the actions in the plan were undertaken. The implementation report is a contractual obligation and is due 14 months from execution of the contract/agreement or on completion of the contract (for contracts less than 24 months). For multiyear projects (24 months or more), in addition to the first implementation report at 14 months, implementation reports are also required to be submitted annually until completion of the project. For panel procurement, where panellists are required to prepare AIP plans prior to execution of the head agreement, panellists are required to submit an implementation report 14 months after execution of the first ≥\$20 million contract. Thereafter, implementation reports are also required to be submitted annually until completion of all ≥\$20 million contracts.

NOTE: If the estimated capital expenditure of the project is \$500 million or more, please contact the AIP Authority (via email at aip@industry.gov.au or call +61 2 6213 6404) to discuss possible obligations under the *Australian Jobs Act 2013*.

* An eligible project is a Commonwealth procurement, grant, loan or investment of \$20 million or more.

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General guidance

In selecting actions to meet the AIP requirements in each section, you should consider actions that best match your organisation's internal processes. Your organisation will later be required to submit an implementation report, including supporting evidence, to demonstrate that the agreed actions have been undertaken.

For each criterion, you are required to select at least one action to progress the form. Should none of the options listed align with your organisation's business practices, 'add another' options have been provided to allow you to select appropriate actions through which your organisation will meet the requirements of the AIP plan.

For more information and/or assistance, contact the Department of Industry, Science, Energy and Resources at:

E-mail: aip@industry.gov.au

Website: www.industry.gov.au/aip

Phone: +61 2 6213 6404

Google Places

The Address search fields in this form use Google Places to help fill in the address details. By using this feature you agree to be bound by [Google's Terms of Service](#) and are subject to [Google's Privacy Policy](#).

Organisation and project details

Procurement/grant/loan/ investment details

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Type of project *

- ☒ Procurement
- ☐ Grant
- ☐ Commonwealth funded infrastructure project
- ☐ Commonwealth investment

Procurement/grant/infrastructure/investment project name *

Recording, Transcription and AV Support and Maintenance Services

Project procurement category *

Other

Specify other procurement category *

Managed Services

Procuring/granting/lending/investing Commonwealth entity *

Federal Court of Australia

Email address for procuring/granting/lending/investing Commonwealth entity *

A copy of the approved AIP plan will be sent to this email

Important: Please ensure email address is typed in correctly

contracts@fedcourt.gov.au

Commonwealth entity's website address *

www.fedcourt.gov.au

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Expected date of contract/agreement execution *

This can be an approximate date. Where only a month is known, enter the beginning of that month.

01 Jul 2020

Description of the project *

The provision of Transcription and Recording Services and AV Support and Maintenance Services for the Federal Court of Australia, Family Court of Australia and the Federal Circuit Court of Australia. The expected life of the contract duration and value, including all extension options, is \$21.2m for 8 years.

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Is this a multiyear project? *

☒ Yes ☐ No

Expected project start date *

01 Jul 2020

Expected project end date *

30 Jun 2028

Is this a panel procurement? *

☐ Yes ☒ No

Estimated capital expenditure/total value of the project *

Enter value in digits without commas, dollar sign or decimal point.

\$21,200,000 AUD

Commonwealth procurement/grant/loan/investment value *

Enter value in digits without commas, dollar sign or decimal point.

\$21,200,000 AUD

Project location *

National

Company or organisation's details

Enter the company or organisation's ABN into the Australian Business Number (ABN) field and click the Lookup ABN button to retrieve your registration details from the [Australian Business Register \(ABR\)](#).

Australian Business Number (ABN) *

72110028825

Company/organisation name *

AUSCRIPT AUSTRALASIA PTY LIMITED

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Details of person responsible for implementing the AIP plan

Name *

Jessica Oey

Position title *

Vice President Customer Advocacy

Phone number *

s 22 of the FOI Act

Email address *

A copy of the approved AIP plan will be sent to this email

Important: Please ensure email address is typed in correctly

s 22 of the FOI Act

Contact person (procurement) for company/organisation

Name *

Shane Anderson

Phone number *

s 22 of the FOI Act

Email address *

Important: Please ensure email address is typed in correctly

s 22 of the FOI Act

Postal address

Address Line 1 *

Level 4 - 180 Ann Street

Address Line 2

Suburb *

Brisbane

State *

QLD

Postcode *

4000

Opportunities to supply goods and services

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This criterion addresses the opportunities for Australian and/or overseas industry to supply goods and services to the project.

NOTE: An Australian supplier means an entity that has an ABN or an ACN.

Has your organisation procured or commenced the procurement process for any goods and services or work packages, including long lead items, for the project? *

☐ Yes ☒ No

Expected opportunities for supply of key goods and services (including project management)

Opportunity 1 of 6

List good or service to be procured for the project. *

Supply recording PC's in each Courtroom for FCA, FCoA and FCC nationally. This is a sub-contract opportunity.

110 of 180 characters

Expected opportunities for suppliers *

☒ Australian suppliers

Estimated value *

\$1,144,000 AUD

☐ International suppliers

Opportunity 2 of 6

List good or service to be procured for the project. *

Supply In-Court monitoring and visual indicators in each Courtroom for FCA, FCoA and FCC nationally. This is an in-house proprietary capability.

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Expected opportunities for suppliers *

☒ Australian suppliers

Estimated value *

AUD

☐ International suppliers

Opportunity 3 of 6

List good or service to be procured for the project. *

Supply networking infrastructure to each Courthouse for FCA, FCoA and FCC nationally. This is a sub-contract opportunity.

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Expected opportunities for suppliers *

☒ Australian suppliers

Estimated value *

AUD

☐ International suppliers

Opportunity 4 of 6

List good or service to be procured for the project. *

Supply network links to each Courthouse for FCA, FCoA and FCC nationally. This is a sub-contract opportunity.

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Expected opportunities for suppliers *

☒ Australian suppliers

Estimated value *

\$1,106,880 AUD

☐ International suppliers

Opportunity 5 of 6

List good or service to be procured for the project. *

Supply software for each recording PC for each court room in FCA, FCoA and FCC nationally. This is a mixture of in-house capability and sub-contract opportunity.

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Expected opportunities for suppliers *

☒ Australian suppliers

Estimated value *

\$285,200 AUD

☐ International suppliers

Opportunity 6 of 6

List good or service to be procured for the project. *

Provision of transcription (typing) services for transcription requests from hearings within the FCA, FCoA and FCC court rooms nationally. This is an in-house capability.

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Expected opportunities for suppliers *

☒ Australian suppliers

Estimated value *

AUD

☐ International suppliers

Total Australian

Total international

Total value

Do you intend to publicly advertise tender packages or EOIs for all listed goods and services? *

☒ Yes ☐ No

Do you intend to consider Indigenous businesses when providing opportunities to the project? *

☒ Yes ☐ No

Industry capability and standards

This section must detail actions the organisation will take to actively seek information about Australian industry capability and provide information about the standards used in the project. Organisations should ensure design specifications take Australian industry capabilities and standards into account and that Australian industry is not "designed out" of the project.

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Select the entities your organisation will consult before approaching the market to gain information on: *

- Australian industry capability and capacity to supply the key goods and services for this project
- new Australian suppliers to participate in the project.

☐ Prime contractors

☒ Industry associations

Please include additional information on how this action will be undertaken *

Auscript is actively involved in both Australian and Global Associations particularly through the public speaking circuit to inform industry on the many innovations being pioneered by Auscript. We are active in numerous associations who are parties to the Federal Court system.

Auscript consults with relevant industry associations and Australian industry to assist in identifying capable and competitive Australian organisations that are suitable to supply goods or services, sub-contracted to support the FCA project. These industry bodies can also distribute information to capable Australian industries making up their industry association. The distributed information will address all aspects of the sub-contract opportunity.

Auscript also undertakes market research which informs us about our customers across all facets of the Federal Court system. It tells us what's needed in our unique industry and what our customers want and need out of products and services we offer. Auscript engagement provides a better opportunity for potential sub-contractors as we generate interest in our service offering.

We also provide industry with the opportunity to work with Auscript in developing field trials for new capabilities developed through our market research and involvement with focus groups and industry associations.

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☐ Vendor identification agencies

☒ Local/state/federal government

Please include additional information on how this action will be undertaken *

Auscript supports a number of the larger Federal and State court contracts for digital audio recording and transcription services. As such, we are actively engaging with Government on a regular basis to not only manage existing contracts, but also educate other non-court related entities on the benefits of our Services. Over many years, we have worked with Local Government Councils to support meeting records, voting systems, and video conference and audio visual support. It is through education and the promotion of Auscript's innovative capabilities that our network grows.

Auscript also undertakes research within the Government marketplace through regular engagement with end users and the industry more general. Our international footprint also provides Auscript with the opportunity to engage with Government's around the world (particularly USA and UK) to establish sound working relationships to enable the development of new capabilities, with the flow-down effect being more opportunities for Australian suppliers.

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What standards and certifications will be required for the key goods and services in this project? *

Select those that apply or may apply.

☒ Australian

☒ International

☐ Other

Please specify the standards and certifications to be used, and detail why they will be used for the project: *

Auscript has developed a Quality Management System that is the envy of our industry. We are proud of the achievements in gaining AS/NSZ ISO 9001:2015 - Quality Management System certification. The spoken word in a court is very important and therefore there is a requirement that we are accurate in capturing and reproducing the speech to text process. This certification assures our customers like the FCA, FCoA and FCC that our systems are robust and that we are able to produce Industry leading services for this contract.

Auscript's advanced IT systems ascribe to the AS ISO/IEC 27001:2015 - Information technology - Security techniques - Information security management systems process. Whilst not mandatory in current Tenders, our highly developed systems and processes provide our customers with the assurance that their information is managed in a secure and appropriate manner.

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Can the standards and certifications required for the project be met by Australian suppliers? *

Note: You will need to select 'No' if any of the required standards or certifications for the project cannot be met by Australian suppliers

☒ Yes

☐ No

Publication of opportunities

This criterion must detail where the organisation will publish information on the project, where Australian suppliers will find up-to-date information about opportunities and who to contact for enquiries.

Publication of opportunities

Provide web address for your organisation or project. *

www.auscript.com.au

Provide web address where project opportunities will be published. *

In development - most likely address will be www.auscript.com/en-AU/workwithus

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Communicating and providing opportunities

An effective communication strategy is an essential part of an AIP plan. Such a strategy will show how an organisation will provide full, fair and reasonable opportunity for Australian industry to supply goods and services to the project.

The strategy must detail actions the organisation will take to communicate opportunities to Australian industry - organisations should not rely on existing supply chains. The strategy should be implemented as early as possible in the project.

For this criterion detail actions the organisation will take to provide opportunities for Australian industry through:

- all tiers of supply (e.g. from prime contractors to lower tier suppliers), and
- in all project stages (e.g. design, procurement, construction and whole of life support).

Communicating and providing opportunities

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Please select the methods your organisation will use to communicate to Australian industry: *

- opportunities for supplying key goods or services to the project
- how to register interest in the project and respond to project opportunities
- prequalification requirements for the project

☒ Project website OR Project supplier portal

Please include additional information on how this action will be undertaken *

Auscript is yet to require the services of a full scale prime contractor. To promote the aims of the AIP by providing sub contract opportunities for organisations to compete in future opportunities, Auscript will establish a register of sub-contract opportunities webpage titled 'Doing Business with Us'. This facility will enable interested parties to register their interest for sub-contract opportunities as opportunities arise.

The Terms and Conditions of the potential suppliers will also require successful providers to agree to the reporting of AIP requirements within their own organisation to Auscript and these will be monitored for compliance throughout the term of their respective supply arrangements.

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- ☐ Liaison with industry associations
- ☐ Public announcements
- ☐ Media releases – national broadsheet
- ☐ Media releases – industry magazines
- ☐ Social media
- ☐ Workshops/industry briefings
- ☐ Development of supplier information guide
- ☒ Direct contact with Australian industry (phone/email/letter)

Please include additional information on how this action will be undertaken *

When developing innovative capabilities, preparing for system refresh or quotes for tenders, Auscript is able to call upon a list of professional entities that have the pedigree and capability to reliably provide the required support for projects. Auscript is currently working on a webpage that will enable interested organisations in providing contact details and supporting information to provide information that will enable Auscript to further develop networks into specific industries that can support our innovation and gaps in our capabilities. The details captured from the website will enable Auscript to directly engage with potential service providers under the auspices of market research to further develop the industry and capabilities. Auscript will continue to report on progress of this initiative until established.

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- ☐ Liaison with vendor identification agencies

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Please select the methods by which your organisation will provide equal opportunity to Australian industry to respond to requests for the supply of key goods or services. *

- ☒ Promote opportunities to Australian industry in the early stages of the project, including information on how to prequalify

Please include additional information on how this action will be undertaken *

When a tender is released, Auscript reviews the requirements and engages with the Australian Industry to meet the requirements of Auscript's proposed solution/s.

The development of a "Doing Business with Us" webpage will enable Auscript to reach a broader base of potential subcontractors who will be evaluated equally based on the requirements listed on the webpage on an as required basis.

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- ☒ Make tender documents available to all possible suppliers at the same time

Please include additional information on how this action will be undertaken *

Auscript will make requirements documentation available to all potential suppliers at the same time. This information will outline the requirements, format and timelines for submission of a response. It will also include a condition for all potential suppliers to meet the flow-down of AIP requirements which will be reported back to Auscript.

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- ☒ Allow reasonable and equal time for submissions/responses

Please include additional information on how this action will be undertaken *

Auscript confirms that we will allow reasonable and equal time for submission of potential provider responses. Response timeframes will be subject to Tender Response timelines, however all prospective providers will be treated equally in this regard.

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- ☐ Conduct workshops that provide sector specific information on how to prepare bids against tenders including information on how to prequalify
- ☐ Notify vendor identification agencies on upcoming supply opportunities

Please select the methods by which your organisation will promote AIP plan obligations to contractors and subcontractors. *

Select those that apply.

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- ☒ Create, publish and distribute an AIP policy

Please include additional information on how this action will be undertaken *

Auscript has created an AIP Policy that will be applicable to potential suppliers prior to the award of any sub-contract work package/s with requirements outlined in our SLAs and/or Terms and Conditions of Doing Business with Us.

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- ☒ Include requirement in tender documents that successful tenderers comply with AIP plan

Please include additional information on how this action will be undertaken *

Auscript will include AIP flow-down compliance requirements in documentation sent to potential suppliers outlining this requirement.

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- ☒ Include contractual arrangements with suppliers to outline AIP arrangements

Please include additional information on how this action will be undertaken *

In a similar manner to the method above, Auscript will ensure there is a requirement within any contractor SLA / Terms and Conditions for sub-contractors to comply with AIP arrangements.

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- ☒ Establish reporting requirement that shows how the AIP plan has been implemented

Please include additional information on how this action will be undertaken *

Auscript will ensure reporting requirements are included within sub-contractor SLAs and Terms and Conditions whereby those sub-contractors are undertaking flow-down sub-contracting of services.

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- ☐ Require EPC or EPCM company to engage with and involve Australian industry

- ☐ Train procurement entities to ensure they understand AIP plan obligations

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Please confirm that all tenders from Australian and overseas suppliers will be assessed on the same basis. *

- ☒ Yes ☐ No

Please confirm your organisation will ensure all AIP plan obligations will flow down to contractors and subcontractors. *

- ☒ Yes ☐ No

Facilitating future opportunities

AIP policy seeks to improve opportunities for longer-term participation by Australian industry. The organisation needs to detail actions to assist Australian industry participate in future projects in Australia and overseas.

Facilitating future opportunities

Please select the methods by which your organisation will encourage capability development for Australian entities.*

NOTE: Applies to successful and unsuccessful contractors and subcontractors.

- ☒ Provide advice to project suppliers on strategies and activities to undertake to be considered for inclusion in domestic and international supply chains

Please include additional information on how this action will be undertaken *

Auscript will work closely with potential sub-contractors to provide constructive feedback on unsuccessful responses to enable them to further develop their capabilities and improve their chances for future opportunities.

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- ☒ Support and assist project suppliers to adopt specific standards and accreditations

Please include additional information on how this action will be undertaken *

Where Commercially appropriate, Auscript will encourage unsuccessful suppliers to adopt appropriate standards and best practices to improve their opportunity for future work packages and to encourage capability development for the industry as a whole.

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Recommend training and certification that enhance the ability of project suppliers to obtain additional business in Australia and overseas

Transfer product and process technology, and organisational know-how, to project suppliers

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- ☐ Develop a programme for project suppliers that provides training and technical consultation to assist in mastering new technologies
- ☐ Accredite suppliers to work in other regions
- ☐ Arrange seminars to raise awareness of the benefits of strategic alliances to Australian industry
- ☐ Encourage project suppliers to undertake research and development and innovative activities
- ☐ Brief procurement managers on the capabilities and achievements of project suppliers
- ☒ Assist participation in local, regional, national, international trade fairs to build awareness of Australian capability

Please include additional information on how this action will be undertaken *

The company promotes its services and capabilities at global conferences in the court industry. The transcription process was developed with our Australian clients and is showcased as a best practice globally at both conferences and with prospective clients.

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- ☒ Provide strategic feedback to the Commonwealth on emerging trends in industry

Please include additional information on how this action will be undertaken *

Auscript works closely with the Federal and State Governments (where Auscript holds contracts) on industry trends and capabilities through continuous improvement practices. This practice promotes innovation and assists Auscript in remaining at the forefront of our industry and encouraging further growth in the industry and suppliers as a whole.

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- ☐ Undertake a rigorous supplier audit to benchmark and publicise best practice

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Please select the methods by which your organisation will encourage the integration of Australian entities into global supply chains. *

Select those that apply.

☐ Introduce project suppliers to global companies or suppliers

☐ Bring international procurement managers to Australia to showcase Australian industry capability

☐ Arrange visits by project suppliers to the project proponent's overseas facilities

☒ Support overseas demonstrations of Australian industry capability

Please include additional information on how this action will be undertaken *

As per above the company promotes its services and capabilities at global conferences in the court industry. The transcription process was developed with our Australian clients and is showcased as a best practice globally at both conferences and with prospective clients.

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☐ Communicate with global supply chain managers and procurement agents about Australian industry capability

☐ Provide international market 'intelligence' to project suppliers

☐ Encourage overseas suppliers to provide information to project suppliers about international procurement requirements

☐ Recommend suppliers to appropriate government programmes for advice and support

☐ Provide references for high performing suppliers

☐ Recommend training to suppliers to assist in integrating into global supply chains

For unsuccessful tenderers, please confirm that your organisation will:

Provide unsuccessful tenderers with appropriate feedback to encourage future performance *

☒ Yes

☐ No

Implementation resources

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The organisation needs to have appropriate resources and procedures in place to implement the AIP plan actions effectively. This should include monitoring of AIP plan obligations for suppliers and subcontractors. Organisations will also find that by having systems in place to record evidence of implementation, reporting will be simpler.

The AIP plan and associated policies should have corporate/executive level commitment to ensure effective implementation.

Implementation resources

☒ Please confirm that your organisation will record and/or retain evidence to demonstrate implementation of the approved AIP plan. *

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Please select the procedures and resources that will be utilised to ensure the AIP plan actions are implemented. *

Select those that apply.

- ☒ Develop and implement standard contractual arrangements with suppliers to give Australian industry opportunities to participate

Please include additional information on how this action will be undertaken *

As outlined elsewhere in this Plan, Auscript will develop supporting SLAs and/or Terms and Conditions with potential subcontractors with regard to the AIP requirements. It is standard practice within Auscript to standardise procurement agreements as much as possible. The most common reason for a change is driven by client requirements at the head contract level.

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- ☐ Develop systems to monitor and report on the extent of Australian Industry participation
- ☒ Develop systems to identify inappropriate action under the AIP plan and to monitor/record the corrective action taken

Please include additional information on how this action will be undertaken *

Auscript currently operates a mature AS/NZS ISO 9001 certified Corrective and Preventative Action (CAPA) system and is able to incorporate issues identified under the AIP Plan and to record and monitor corrective actions taken.

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- ☒ Develop systems to identify and report any variations in AIP plan activities

Please include additional information on how this action will be undertaken *

Auscript will continue to monitor AIP Plan activities and report variations as required.

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Please select examples of the types of records and/or evidence your organisation is intending to collect. *

Please note these types of records will be required as evidence in the implementation report to support the actions selected in this plan.

✓ Corporate policy regarding AIP

Please include additional information on how this action will be undertaken *

Auscript to provide a copy of our AIP Policy when approved.

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✓ Tender documents reflecting AIP commitment

Please include additional information on how this action will be undertaken *

Auscript will establish AIP requirements within our SLAs and Terms and Conditions with potential panel suppliers.

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Supplier list

✓ Website screenshots

Please include additional information on how this action will be undertaken *

Auscript will provide a screenshot of our "Doing Work with Us" webpage.

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Authorised person declaration

Authorised person should be someone who is authorised to sign contracts or otherwise bind the organisation submitting the AIP plan.

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Declaration

Authorised person's name *

Michael Rose

Position *

Chief Executive Officer

I, Michael Rose, being an authorised person for AUSCRIPT AUSTRALASIA PTY LIMITED declare that:

- The information contained in the AIP plan is true, accurate and complete to the best of my knowledge.
- The activities detailed in the AIP plan will be implemented to meet the key objectives of the Commonwealth Government's Australian Industry Participation policy (the Policy).

I acknowledge and agree that:

1. The Department of Industry, Science, Energy and Resources (the Department) may request further information in relation to the AIP plan. I agree to comply with all requests for information made by the Department, as applicable.
2. If I do not provide the requested information or the information provided is insufficient or unsuitable, then the Department may not approve this AIP plan.
3. Once the Department approves an AIP plan I am bound to comply with the AIP plan.
4. When the Department approves the AIP plan, my nominated contact listed in the AIP plan, the Federal Court of Australia (Relevant Commonwealth Entity) and the Department will receive a copy of the approved AIP plan, AIP plan executive summary and the link to access the Implementation Report online form.
5. An executive summary of the AIP plan will be published on the [AIP website](#) with a link through to our company or project website (as specified in the AIP plan), after the contract or agreement is signed or 'financial close' for the project is achieved, whichever is later.
6. The Department and the Relevant Commonwealth Entity will collect and use information, including personal information, supplied in connection with the project, AIP plan and Implementation Reports for the purposes of:
 - a. meeting the objectives and requirements of the Policy;
 - b. program evaluation and monitoring;
 - c. policy research, evaluation and development;
 - d. providing information to the public and industry to assist and improve the participation of Australian entities; and
 - e. as may be otherwise authorised or required by law.
7. Information contained in the AIP plan may be used in reports published by the Department or Relevant Commonwealth Entity to the public and industry.
8. The Department and Relevant Commonwealth Entity are required to comply with the *Privacy Act 1988*. Further information about how the Department collects, uses and discloses personal information is available in the Department's [Privacy Policy](#). Please contact the Relevant Commonwealth Entity for a copy of its privacy policy.
9. Giving false or misleading information to the Commonwealth is an offence under the *Criminal Code Act 1995*.

☒ By checking this box I agree to all of the above declarations and confirm all of the above statements are true. *

Date

19 Jun 2020

