Palladium
MAKE IT POSSIBLE

SUBCONTRACTOR AGREEMENT ("Agreement")

COVER SHEET

Company Name ("Company")	Click here to enter text.
ABN/Company Number/RN (if applicable)	Click here to enter text.
Address	Click here to enter text.
Company Representative Name and Title	
Company Representative Phone/Email	
Subcontractor Name ("Subcontractor")	Click here to enter text.
Subcontractor's Vendor ID Number (If applicable)	Click here to enter text.
Address	Click here to enter text.
Subcontractor's Representative Name and Title	Click here to enter text.
Subcontractor's Representative Phone/Email	Click here to enter text.
Project Name ("Project")	Click here to enter text.
Subcontractor Agreement Number (if applicable)	Click here to enter text.
Services ("Services")	The obligations set out or referred to in Annex A.
Client ("Client")	Click here to enter text.
Head/Prime Contract date and parties ("Head/Prime Contract")	Click here to enter text.
Head/Prime Contract Currency	Click here to enter text.
Effective Date of this Agreement ("Effective Date")	Click here to enter a date.
Term ("Term")	Start: Click here to enter a date. End: Click here to enter a date.
Recipient Country ("Recipient Country")	Click here to enter text.
Jurisdiction ("Jurisdiction")	Click here to enter text.
Agreement Currency ("Agreement Currency")	Click here to enter text.
Total Agreement Sum - The total sum to be paid to the Contractor for the Services shall not exceed this amount. If VAT/GST or any similar sales tax is not included, check the box. If any reimbursable expenses are not included, check the box. Funding details can be found in Annex B, Part 3.	Total: Click here to enter text. ☐ Total Agreement Sum is exclusive of VAT/GST or any similar sales tax ☐ Total Agreement Sum is exclusive of any reimbursable expenses
Records Retention Period ("Records Retention Period")	Choose an item. Other – If other, please specify:
Payment by	Local Currency Other – If other, please specify: Click here to enter text.
Damage Calculation	Percentage: % per day ☐ Not applicable

Professional Indemnity Insurance Amount (all sums in AUD)		☐ None
	Total Agreement Sum	Level of Cover Required (higher of)
☐	0 – 10,000	100,000 or 10x Total Agreement Sum
☐	10,001 – 25,000	200,000 or 10x Total Agreement Sum
☐	25,001 – 100,000	500,000 or 5x Total Agreement Sum
☐	100,001 – 250,000	1,000,000 or 5x Total Agreement Sum
☐	250,001 – 500,000	2,000,000 or 4x Total Agreement Sum
☐	500,000 – 1,500,000	4,000,000 or 3x Total Agreement Sum
☐	Over 1,500,000	Must contact Contracts and Compliance for approval

This Agreement is governed by the laws of the Jurisdiction and the Parties submit to the jurisdiction of the courts of such place. This Agreement constitutes the entire agreement between the Parties. Any prior understanding, representation or warranty of any kind preceding the date of this Agreement is hereby superseded by this Agreement.

Signed for the Company:		Signed for the Subcontractor:	
Name:	Click here to enter text.	Name:	Click here to enter text.
Title/Role:	Click here to enter text.	Title/Role:	Click here to enter text.
Date:	Click here to enter a date.	Date:	Click here to enter a date.

TO BE SIGNED FOR THE SUBCONTRACTOR:

The Subcontractor confirms that it has read, understood, and will comply with all the provisions of Annexes C (Part 3), E, and F. Further, the Subcontractor confirms that it will obtain a signed confirmation in this form from each individual or entity contracted by the Subcontractor to undertake any part of this Agreement.

Signed for the Subcontractor:

Name:	Click here to enter text.
Title/Role:	Click here to enter text.
Date:	Click here to enter a date.

TERMS AND CONDITIONS

This Agreement is made and is in full force as of the Effective Date between the Company and the Subcontractor. The Company and the Subcontractor are collectively referred to as “the Parties”.

1. BACKGROUND

The Company requires the Goods and/or Services provided by the Subcontractor.

The Subcontractor has represented that it has the necessary expertise and skills to assist the Company.

Based on the Subcontractor’s representations, the Company has decided to engage the Subcontractor to provide Goods and/or Services to the Company.

The Subcontractor has agreed to provide the Goods and/or Services as defined in this Agreement for the consideration and on the terms and conditions contained in this Agreement.

2. ANNEXES, DEFINITIONS, AND INTERPRETATION

Annex A – Details of Representatives and Description of Goods and/or Services
- Part 1 – Details of Representatives
- Part 2 – Description of Goods and/or Services

Annex B - Payment
- Part 1 – Payment Terms
- Part 2 – Invoices and Taxes
- Part 3 – Accounting Records
- Part 4 – Rates

Annex C – Special Terms and Conditions
- Part 1 – Insurance Requirements
- Part 2 – Special Conditions
- Part 3 – Anticorruption
- Part 4 – Duty of Care

Annex D – Definitions

Annex E – Policies and Procedures

Annex F – Client Terms and Conditions
- Part 1 – Standard Terms and Conditions
- Part 2 – Special Conditions

The words used in this Agreement will be defined as set out in the Definitions at Annex D to this Agreement. If any word in Annex D is defined specifically within the Agreement, the definition within the Agreement will be controlling.

Within this Agreement, a reference to this Agreement or another instrument will include any variation, amendment, novation, or replacement of this Agreement or the instrument to which there is a reference.

If there is any inconsistency, whether express or implied from this Agreement or otherwise, between the Client Terms and Conditions (Annex F), the Terms and Conditions of this Agreement, and the Annexes of this Agreement, then the order of these documents as listed in this paragraph shall apply to resolve the discrepancy, ambiguity, or inconsistency subject to any explicit changes to this priority set out in this Agreement.

In case of any ambiguities or inconsistencies in this Agreement not covered by this section, the Client Terms and Conditions, when applicable, followed by the requirement with the higher standard or which requires the higher performance or additional work or obligations will prevail.

3. ADMINISTRATIVE PROVISIONS

No rights or obligations of or services to be rendered by the Subcontractor under this Agreement will be assigned, transferred, or subcontracted to any third party without the prior written consent of the Company.

Any modification or amendments to this Agreement will only be made by the mutual agreement of the Parties, in a written document signed by both Parties.

In the event that the Subcontractor consists of more than one entity, then each of those entities is jointly and severally liable for the performance of the Subcontractor's obligations under this Agreement.

A right under this Agreement will only be waived if the waiver is in writing and signed by the relevant Party. A waiver by either Party will not prejudice its rights in respect of any subsequent breach of this Agreement by the other Party.

Each provision of this Agreement will, unless the context otherwise necessarily requires, be read and construed as a separate and severable provision or part. If any provision or part is illegal, void, invalid or otherwise unenforceable for any reason then that provision or part will be severed and the remainder will be read and construed as if the severable provision or part had never existed.

The following terms and conditions will survive the expiration or termination of this Agreement:

a. Services (penalty portion);
b. Joint and several liability;
c. Survival;
d. Intellectual Property;
e. Promotion and Publicity;
f. Confidentiality;
g. Data Protection;
h. Indemnity; and
i. Insurance and Duty of Care.

4. NOTICES AND DISPUTE RESOLUTION

Notices will be in writing and addressed to the other Party's Representative at the address specified in this Agreement or such other address as is subsequently notified in writing by the Party.

Notices will be deemed to have been received:

a. If sent by courier or a form of posting requiring confirmation of delivery, the date of such delivery;
b. If sent by regular mail, on the third business day from the date mailed;
c. If hand delivered by 17h00 on a business day in the place of receipt, that business day, and otherwise the following business day in the place of receipt; or
d. If sent by email, delivery as demonstrated by no intimation having been received that the notice has not been received.

The Company and the Subcontractor will use their best efforts in good faith to settle amicably any dispute, controversy or claim in connection with this Agreement.

If no agreeable settlement can be found, the dispute, controversy, or claim shall be settled by arbitration in accordance with the UNCITRAL Arbitration Rules in effect on the date of this Agreement. The appointing authority shall be the Secretary-General of the Permanent Court of Arbitration. The Parties will be bound by any arbitration award rendered as a result of such arbitration as the final adjudication of any such controversy, claim, or dispute.

The place of arbitration shall be the headquarters location of Company at the time the claim is filed and the language of the arbitration will be English.

Should the claim involve a State, a State-controlled entity, or an intergovernmental organisation, the case shall be administered by the International Bureau of the Permanent Court of Arbitration.

5. SERVICES

Save as otherwise directed in writing by the Company, the Subcontractor will provide the Services during the Term of this Agreement to the satisfaction of the Company and where any part of the Services is approved by the Client such work shall be deemed to be to the satisfaction of the Company.

The Subcontractor will:

a. ensure its Personnel exercise the highest standard of Good Industry Practice;
b. ensure its Personnel are of good fame and character;

c. when necessary, obtain at its cost appropriate visas and work permits for its Personnel and ensure that correct visas and work permits are in place whenever its Personnel are in the Recipient Country or Countries;
d. ensure its Personnel are adequately briefed and understand the environment and culture of the Recipient Country or Countries;
e. notify the Company as soon as it becomes aware of any event, issue or circumstances which may adversely affect the performance of the Services;
f. comply with and ensure its Personnel comply with the provisions of Annex C and any documents referred to in such Annex; and
g. comply with and ensure its Personnel comply with all Legislative Requirements affecting the performance of the Services, including Data Protection Legislation and all Legislative Requirements, official protocols and procedures of the Recipient Country and the Subcontractor's country of registration.

The Subcontractor and its Personnel will at all times:

a. keep accurate, systematic and up to date Records, including all invoices and other financial data and paperwork, relating to the performance of its obligations under this Agreement and in accordance with all requirements of the Head/Prime Contract;
b. retain copies of all Records for the Records Retention Period after termination or expiration of this Agreement;
c. allow all persons authorised in writing by the Company or the Client full access, at reasonable times, to premises occupied by the Subcontractor where the Services are being carried out, or where Records or Project Material are held or are available, and will permit such persons to inspect, audit, take extracts from and copy any information, or Project Material or Records, relating to the Services or the Project or this Agreement generally; and
d. provide all reasonable assistance requested by the Company or the Client for any administrative or statutory review or audit relating to this Agreement, the Goods and/or the Services;

e. The Subcontractor must keep full and accurate records relating to its performance and compliance with any of its obligations under this Subcontract, including:
    a. the prevention, detection and investigation of fraud;
    b. the disposition of supplies as agreed to by the Company, such as replacement, write-off or transfer to the partner country;
    c. receipts and expenses for reimbursable costs; and
    d. supporting documentation with sufficient detail to enable the amounts payable by the Company to be determined.
f. The Subcontractor must maintain the records:
    a. in a manner that enables them to be conveniently and properly audited; and
    b. for a period of at least 7 years from the date on which the records were created; and
    c. give the Company access to those records on request.

The following additional provisions apply in connection with the Subcontractor's Personnel:

a. The Subcontractor will ensure the persons in the Personnel List set out in Annex A perform the Services in accordance with the inputs set out in Annex A and the terms and conditions of this Agreement. The Subcontractor will not vary the Personnel List or replace anyone on the Personnel List without the Company's prior written approval which will not to be unreasonably withheld;
b. All Personnel will be vetted in accordance with Good Industry Practice and the requirements of the Business Partner Code of Conduct;
c. If a person in the Personnel List is unable for whatever reason to complete his/her engagement with the Subcontractor or terminates his/her engagement with the Subcontractor, the Subcontractor will as soon as possible replace that person at its own cost with a person of at least equivalent experience, ability and expertise approved in writing by the Company whose approval will not to be unreasonably withheld and, if required by the terms of the Head/Prime Contract, also approved in writing by the Client;

d. The Company, whether pursuant to a direction by the Client or in its own discretion, may direct the Subcontractor, at the Subcontractor's cost, to remove any person from the Project or from performing the Services. The Subcontractor accepts that the Company may not be in a position to provide reasons for this direction, and the Client and the Company will not be liable for any claim or costs in connection with the removal;
e. The Subcontractor, by engaging Personnel to perform part(s) of the Services, will not be relieved from any of its liabilities or obligations under this Agreement and will remain responsible for all Personnel and all work which is performed by them; and
f. The Subcontractor and its Personnel will not represent themselves as either the Client or the Company.

If unsatisfied with the quality or any other aspect of any part of the Services or any Project Material, the Company may, at its sole discretion, amend or reject any such part of the Services or Project Material, or request amendment by the Subcontractor and it will give the reasons for such rejection or request for amendment. If required to do so by Company, the Subcontractor will correct or amend such part of the Services or the Project Material, at its own cost, within the time period that is specified by the Company in writing which will be a reasonable time period under the circumstances.

Where the Subcontractor fails to meet any deadline or milestone for any aspect of the Services, whether due to the rejection of or request for amendment to any part of the Services or Project Material by the Company, or for any other reason save where the Company determines that a Force Majeure Event has occurred, save for where the Cover Sheet to this Agreement states otherwise, the Subcontractor will be liable to pay a penalty to the Company as compensation for the delay.

Where the Company requires the Subcontractor to pay damages, the amount will be a daily rate calculated on the basis of the percentage set out in the Cover Sheet to this Agreement applied to that part of the Total Agreement Sum that relates to the Services in question. The damages will be payable beginning after the day the Services were due up until the Services in question are performed in full in accordance with the terms of this Agreement.

All contact, communication, and dealings with the Client and its representatives in relation to the Project will be through the Company and not directly through the Subcontractor or any of its Personnel unless the Company agrees otherwise with the Subcontractor in writing.

6. HEAD/PRIME CONTRACT

The Subcontractor acknowledges that the Head/Prime Contract requires that this Agreement adequately protects the interests of the Client and ensures compliance with the Client's policies and other requirements, including but not limited to completing associated training modules available at [●].

The Subcontractor accepts, and will follow, and comply fully with, and will assist the Company in complying fully with all the Client Terms and Conditions (Annex F) in relation to itself and the Services or any work undertaken or actions taken pursuant to this Agreement and insofar as such terms and conditions are applicable to the Subcontractor and the Services and in addition to the other terms of this Agreement.

Where the Client Terms and Conditions are amended or updated at any time, the amended or updated version will apply to this Agreement provided the Company has informed the Subcontractor of the amendment or updating.

The Subcontractor will ensure that all its employees, contractors, subcontractors, and Personnel generally are bound by and comply with the terms of this clause.

The Subcontractor acknowledges the right of the Client to:

a. enforce any of the obligations of the Subcontractor under this Agreement against the Subcontractor directly or indirectly;
b. exercise all rights of the Client in the Head/Prime Contract in relation to this Agreement; and
c. exercise all the rights of the Company set out in this Agreement.

7. WARRANTIES AND REPRESENTATIONS

The Subcontractor warrants, represents and undertakes for the duration of the Term that:

a. it has and will continue to hold all necessary (if any) regulatory approvals from the Regulatory Bodies necessary to perform the Subcontractor's obligations under this Agreement;
b. at the Effective Date no conflict of interest exists or is likely to arise in the performance of its obligations under this Agreement and that it will use its best endeavours to ensure that no conflict of interest arises in relation to the performance of any aspect of this Agreement. If during the performance of the obligations under this Agreement, a conflict of interest arises, or appears likely to arise, the Subcontractor must notify the Company promptly in writing, and four (4) days after giving notice, the Subcontractor must notify the Company in writing of the steps it will take to resolve the issue and should the Company consider the steps inadequate, it may direct the Subcontractor to resolve the issue in a manner proposed by the Company and if the Subcontractor does not comply with a direction issued, the Company may terminate the Subcontract;
c. it has full corporate power and authority to enter into, perform and observe its obligations under this Agreement;
d. its Personnel have the necessary experience, skill, knowledge, qualifications, expertise and competence to perform the Services;
e. it has and will continue to have all necessary rights in, and to, the Subcontractor's software or the third party software or any other materials required to perform the Subcontractor's obligations under this Agreement;
f. all statements and representations made to the Company by the Subcontractor prior to, or in, this Agreement are to the best of its knowledge, information and belief true and accurate and that it will advise the Company of any fact, matter or circumstance of which it may become aware which might render any such statement or representation false or misleading;
g. the Subcontractor will immediately notify the Company if at any time it becomes aware that a warranty or representation given by it under this Agreement has been breached, is untrue or is misleading; and
h. where this Agreement is terminated prior to the completion of the Services (for whatever reason) the Subcontractor will supply all necessary information and explanation required by the Company in relation to the Services provided and any software used by the Subcontractor to enable the Company to use and complete the Services.

8. POLICIES AND PROCEDURES

The Subcontractor confirms that it has been made aware of, has read and understood and will comply with in full all the policies and procedures listed or referred to in Annex E.

Where the Subcontractor is notified of any changes in such policies and procedures it will ensure that its Personnel are duly updated.

The Subcontractor will also comply with and follow any Standard Operating Procedures and Guidelines, Procedural Manuals, Safety and Security Plans, or any other policies and procedures for the Project when required to do so by the Company. Where an international standard (or in its absence, Australia) is applicable for the Goods and/or Services, the Subcontractor must:

a. Provide evidence of compliance with the requirements of the Applicable Standards; and
b. Comply with periodic compliance auditing by an independent assessor if requested by the Company to verify this.

The Subcontractor will immediately inform the Company if the Subcontractor becomes aware of any information indicating that any action in breach of the terms of this clause has been committed or may possibly be committed.

The Subcontractor will include the terms and requirements of Annex E in all subcontracts or other contracts the Subcontractor makes in connection with this engagement to ensure that all individuals and other entities contracted by the Subcontractor comply with the terms of this clause.

The Company will be entitled to require the Subcontractor to provide reasonable evidence that it is complying with the obligations in this clause.

9. PAYMENT

In consideration of the Subcontractor providing the Services, the Company will pay the Subcontractor in accordance with the payment details set out in Annex B.

10. PROJECT MATERIAL

The Subcontractor will:

a. ensure the safekeeping and maintenance of the Project Material including being responsible for preserving its integrity and preventing its corruption or loss;
b. not delete or remove any proprietary notices contained within or relating to Project Material;
c. not store, copy, disclose, or use Project Material except as necessary for the performance by the Subcontractor of its obligations under this Agreement or as otherwise expressly authorised in writing by the Company;
d. use the latest versions of anti-virus definitions available from an industry accepted anti-virus software vendor to check for and delete malicious software from its ICT environment;
e. notwithstanding the above, if malicious software is found, cooperate with the Company to reduce the effect of the malicious software and, particularly if malicious software causes loss of operational efficiency or loss or corruption of Project Material, assist to mitigate any losses and to restore the Services to their desired operating efficiency. Any costs arising out of the actions of the Parties taken in compliance with the provisions of this clause will be borne by the Subcontractor except where the source of the malicious software is shown to be the Company;
f. perform secure back-ups of all Project Material and will ensure that up-to-date back-ups are stored at a secondary location, in accordance with any requirements of the Head/Prime Contract, and also in accordance with any other similar rules or procedures of the Company confirmed in writing to the Subcontractor. The Subcontractor will ensure that such back-ups are available to the Company at all times, upon request;
g. ensure that the system on which the Subcontractor holds any Project Material, including back-up data, is a secure system that complies with the requirements of the Prime/Head Contract and any other similar rules or procedures of the Company confirmed in writing to the Subcontractor;
h. where Project Material is corrupted, lost, or sufficiently degraded so as to be unusable when under the control of the Subcontractor, and on written request from the Company:
    i. at the Subcontractor's expense, restore or procure the restoration of the Project Material as soon as practicable but not later than seven (7) days following the written request from the Company; and/or
    ii. reimburse the Company for all reasonable expenses incurred by the Company in restoring or procuring the restoration of the Project Material.
i. if at any time the Subcontractor suspects or has reason to believe that Project Material has or may become corrupted, lost or degraded in any way, notify the Company immediately and inform the Company of the remedial action the Subcontractor proposes to take; and
j. at the expiration or termination of this Agreement, deliver to the Company or as directed by the Company, all Project Material and other property of the Company and the Client, which is in the Subcontractor's possession or control.

11. INTELLECTUAL PROPERTY

Any Pre-existing Intellectual Property is the property of the Subcontractor.

In the event the Subcontractor includes any Pre-existing Intellectual Property in any Project Material the Subcontractor will clearly identify such Pre-existing Intellectual Property to the Company and the Subcontractor provides the Company and the Client with a perpetual, non-exclusive, worldwide, royalty-free, transferrable licence (including the right to sublicense) to use, reproduce, adapt, modify, distribute and communicate the Pre-existing Intellectual Property for the purpose of conducting or completing the Project, any extension or later phase of the Project, or any related programme.

Subject to the above, all Project Material whether or not patentable or subject to copyright, which may be made, written, conceived, or otherwise provided by the Subcontractor or its Personnel in performing the Services, either alone or in conjunction with others, in whole or in part, is work made for hire and is the sole and exclusive property of the Company or the Client if so directed by the Company. The Subcontractor agrees, upon the Company's request and at the Company's expense, to provide reasonable cooperation and assistance in the prosecution, defence and maintenance of any Intellectual Property Rights (IPR) relating to any such Project Material. Unless and until covered by Letters of Patent or otherwise disclosed to the public by the Company, the Subcontractor will treat all Project Material as Confidential Information. Upon the

completion or termination of the Services, the Subcontractor will promptly turn over to the Company all Project Material developed in the course of providing the Services.

The Subcontractor undertakes to complete and sign all documentation and do all things necessary to evidence ownership and copyright.

The Subcontractor may not publish, exhibit, or lecture on matters directly relating to the Services unless the Subcontractor first obtains the Company's prior written consent, which will not be unreasonably withheld. The Company and/or the Client specifically reserves the right to use for any purpose, to reproduce, use, and disseminate all or part of any paper written utilising data generated from this Agreement or the Services and any such written paper will be treated as an Project Material.

The Subcontractor will ensure that no part of any Project Material will contain Third Party Material without first obtaining the written permission of the IPR owner to use such data or material and any such data or material will clearly be identified to the Company by the Subcontractor prior to or at the time of delivery to the Company.

12. PROMOTION AND PUBLICITY

The Subcontractor will not, without prior written approval of the Company, make or issue any Promotional Material except to the extent required by law. Prior approval will not be unreasonably withheld.

The Subcontractor will submit the request for approval of Promotional Material at least 30 days prior to the intended publication or promotion. If the Company determines that any amendments are necessary to the Promotional Material, the Subcontractor will make these amendments and submit amended Promotional Material to the Company for approval.

The Subcontractor must ensure that all Promotional Material is accurate and not misleading in any way and complies with all requirements of the Head/Prime Contract.

13. CONFIDENTIALITY

The Parties acknowledge that during the Term of this Agreement the Parties and their Personnel may become acquainted with or have access to Confidential Information and they agree to maintain the confidence of the Confidential Information and to prevent its unauthorised disclosure to, or use by, any other person, firm, or company. The Parties will ensure compliance with this obligation by their respective Personnel.

The Parties will not disclose or use any Confidential Information except to the extent that such disclosure or use:

a. is strictly necessary for the performance of the Services;
b. is required by Legislative Requirements or is reasonably required for legal proceedings;
c. is authorised by prior written approval from the Party who owns the Confidential Information; or
d. already is or comes into the public domain otherwise than through a Party's unauthorised disclosure or that of any of its Personnel.

The Parties and their Personnel will not use any Confidential Information received otherwise than for the purposes of this Agreement.

The Parties will only disclose Confidential Information to Personnel who are directly involved in the provision of the Services and who need to know the information and the Parties will ensure that such Personnel are aware of, and will comply with, these obligations and will sign any required confidentiality undertakings provided by the Company, the Subcontractor, and/or the Client on request.

Each party may disclose Confidential Information to the Personnel or its legal, financial or other professional adviser if:

a. the disclosure is necessary to enable the party to perform its obligations or to exercise its rights under this Subcontract; and

b. prior to disclosure, the party informs the person of the party's obligations in relation to the Confidential Information under this Subcontract and obtains an undertaking from the person to comply with those obligations.

Each party must ensure that any person to whom confidential information is disclosed under this clause keeps the Confidential Information confidential and does not use it for any purpose other than as permitted under this clause.

If a Party is required to disclose Confidential Information due to Legislative Requirements or legal proceedings, it will provide reasonable notice of such disclosure to the other Party.

On expiry or termination of this Subcontract and subject to any laws regarding the maintenance of records, each party must immediately:

a. deliver to the other Party all documents and other materials containing, recording or referring to Confidential Information; and
b. erase or destroy in another way all electronic and other intangible records containing, recording or referring to Confidential Information (with the exception of offline copies created by an automatic back-up of the Party's computer facilities used in connection with this Subcontract), which are in the possession, power or control of each party or of any person to whom the party has given access.

A party may disclose Confidential Information that the party is required to disclose by law or by order of any court or tribunal of competent jurisdiction; or by any Commonwealth entity, stock exchange or other regulatory body; or when disclosure is made by the Company, the Client, a Minister or Parliament in accordance with statutory or portfolio duties or functions, or for public accountability reasons, including following a request by Parliament, a parliamentary committee or a Minister. If a party is required to make a disclosure pursuant to this clause, the Party must:

a. the extent possible, notify the other party immediately it anticipates that it may be required to disclose any of the Confidential Information;

b. consult with and follow any reasonable requests from the other party to minimise disclosure; and

c. if disclosure cannot be avoided, only disclose Confidential Information to the extent necessary to comply and use reasonable efforts to ensure that any Confidential Information disclosed is kept confidential.

The Parties agree that this obligation applies during the Term and after termination of the Agreement.

14. DATA PROTECTION

The Parties agree to take all reasonable steps to ensure the integrity and confidentiality of the Personal Data obtained pursuant to this Agreement.

The Parties will:

a. observe the privacy principles in any Data Protection Legislation in the Recipient Country and also the countries of their respective registrations;
b. not disclose, use or hold any Personal Data in breach of any Data Protection Legislation; and
c. indemnify each other and the Client for any Loss due to any breach of any Data Protection Legislation.

The Parties consent to the holding, processing, and accessing of Personal Data by either Party relating to either Party or its Personnel for all purposes relating to the performance of this Agreement including, but not limited to, transferring such Personal Data to any country or territory.

The Subcontractor must ensure that all of its dealings with personal information in connection with this Subcontract:

i. conform with its obligations under the Australian privacy laws;

ii. to the extent that different privacy laws apply to each party, and without limiting this clause, conform with the obligations applicable to the Company as if they were binding upon the Subcontractor; and

iii. conform, to the extent relevant to this Subcontract, with the requirements of the Company's and Client's published privacy policies (as amended from time to time).

15. NO EMPLOYMENT OR AGENCY

Nothing contained in this Agreement will be construed or have effect as constituting any relationship of employer and employee between the Company and the Subcontractor.

Nothing in this Agreement will constitute the Subcontractor as acting as an agent of the Company. The Subcontractor will not have any right or power whatsoever to contract on behalf of the Company or bind the Company in any way in relation to third parties unless specifically authorised to do so by the Company and the Subcontractor will not hold itself out as having any such authority.

Nothing contained in this Agreement will constitute a partnership or joint venture between the Company and the Subcontractor.

16. INDEMNITY, DUTY OF CARE, AND INSURANCE

The Subcontractor will indemnify and keep indemnified the Company, and the officers, employees, and agents of the Company, from and against any loss, damages, expenses or costs, including costs of any settlement, arising from any Claim or any Loss suffered or incurred, including personal injury, death, legal costs and expenses, and the cost of time and resources arising from or as a consequence of:

a) a breach of the terms of this Agreement;
b) any third party claims relating to this Agreement;
c) any negligence by the Subcontractor or its Personnel in connection with the Services and/or this Agreement;
d) a breach of warranty or representation, statutory duty, and/or tortious or illegal acts or omissions by the Subcontractor or its Personnel;
e) a claim made against the Company by any Subcontractor's Personnel in respect of any breach of the terms of this Agreement or any Legislative Requirements concerning remuneration, income tax, worker's compensation, annual leave, long service leave, pension or superannuation or any award, determination or agreement of a competent industrial tribunal; or
f) any penalty imposed for breach of any Legislative Requirement in connection with the provision of the Services by the Subcontractor.

The Subcontractor has responsibility for and indemnifies the Company in respect of any tax, employee pension, and/or social security payments or similar payments whether payable in the Recipient Country or elsewhere relating to its Personnel together with any interest or penalties, costs or expenses incurred or arising out of or in connection with any such payments.

The obligations of the parties in relation to Duty of Care and Insurance are set out in Annex C.

17. TERMINATION

Termination for breach or Insolvency Event

The Company may, without prejudice to any other rights which the Company may have, terminate the whole or part of this Agreement by written notice to the Subcontractor, to be effective from the date specified in the notice, if:

a) an Insolvency Event occurs in relation to the Subcontractor;
b) the Company is dissatisfied with the Services provided; in the case of termination due to dissatisfaction with the Services, notice will be given including the reasons for dissatisfaction and such notice will state the actions required by the Subcontractor to remedy any dissatisfaction with the Services and the time in which it must be completed or the Agreement will be terminated; where such dissatisfaction is not subsequently remedied within the time period specified, the Company shall be entitled to confirm termination of this Agreement by written notice to the Subcontractor;
c) other than as set out in subclause b) above, the Subcontractor breaches a provision of this Agreement and, if the breach is capable of being remedied, does not remedy such breach within five working days from the date of written notice by the Company to the Subcontractor requiring the breach to be remedied;
d) the Subcontractor or its Personnel behave in a way that is fundamentally inconsistent with the conduct of a technical professional including serious misconduct, or conduct in private life that is likely to bring the Company into disrepute;
e) the Subcontractor or any of its Personnel is convicted of a criminal offence; or

f) the Subcontractor provides to the Company a clear indication that it will not or is unable to perform its duties under this Agreement.

The Company may, without prejudice to any other rights which the Company may have, terminate the whole or part of this Agreement by written notice to the Subcontractor, to be effective from the date specified in the notice for convenience. If the Company exercises its right to terminate for convenience, the Subcontractor must comply with directors given by the Company, cease or reduce (as applicable) the performance of work and immediately do everything possible to mitigate its losses, costs and expenses, arising out of termination, including by consenting to and facilitating the novation of the Subcontract to the Client or its nominee.

Upon such termination for breach, the Company will:

a) pay any outstanding invoices that relate to Services provided they are not in dispute with the Subcontractor. The Company will also pay for any work done properly but not invoiced at the time the Company provides notice of termination on a pro rata basis but only where such payment is permitted pursuant to the terms of the Head/Prime Contract (this will not apply where a Subcontractor milestone is not achieved or a deliverable has not been submitted or is not satisfactory). The Company is not required to pay to the Subcontractor any money which is the subject of an invoice relating to Services provided which are in dispute whether such invoice is delivered before or after the notice of termination; and
b) be entitled to recover from the Subcontractor any Loss incurred by it as a result of the termination including all or a fair proportion, calculated on the basis of satisfactory delivery of Services, of any payment made to the Subcontractor in advance of delivery of the Services to which that payment relates.

Termination or suspension other than for breach or Insolvency Event

a) The Company may terminate or suspend the whole or part of this Agreement where a direction is made by the Client, the Head/Prime Contract is terminated or suspended, or otherwise at its sole discretion.
b) Termination or suspension made pursuant to this clause must be made by notice in writing to the Subcontractor and will be effective from the date specified in the notice.
c) The lifting of any suspension of this Agreement will only take place if the Client confirms its agreement to the lifting of the suspension or if the Company considers that the reasons for the suspension no longer exist or have been dealt with satisfactorily by the Subcontractor. In any such case the Company will confirm the lifting of the suspension to the Subcontractor in writing.

Upon such termination or suspension other than for breach or Insolvency Event:

a) The Subcontractor will be entitled to payment for all work in respect of the terminated or suspended Services completed satisfactorily before the effective date of termination or suspension including Services which have not been invoiced;
b) in respect of the terminated or suspended Services commenced before but not completed by the effective date of termination or suspension, payment for the work already performed on a pro rata basis but only where such payment is permitted pursuant to the terms of the Head/Prime Contract (this will not apply where a Subcontractor milestone is not achieved or a deliverable has not been submitted or is not satisfactory); and
c) The Company will be entitled to recover from the Subcontractor any payment made to the Subcontractor in advance of delivery of the Services where those Services are not delivered due to termination pursuant to this Agreement.

Obligations on termination for whatever reason:

On termination of this Agreement or at any time at the request of the Company the Subcontractor will:

a) immediately deliver to the Company, without making copies in any form, all Project Material, on whatever media and wherever located, and also any keys and other property of the Company which are in the possession of or under the control of the Subcontractor;
b) leave the Project and any Project offices as directed by the Company;

c) irretrievably delete any information relating to the business of the Company or the Client stored on any magnetic or optical disk or memory and all matter derived from such sources which is in the possession of or under the control of the Subcontractor;
d) provide a signed statement that it has complied with fully with its obligations under this clause;
e) supply all necessary information and explanation required by the Company in relation to the Services provided and any software used by the Subcontractor to enable the Company to use and complete the Services; and
f) ensure that any Personnel of the Subcontractor comply with the terms of this clause.

18. FORCE MAJEURE

Neither party will be considered in breach of this Agreement to the extent that performance of their obligations is prevented by a Force Majeure Event. Upon occurrence of an event considered by the Subcontractor to constitute a Force Majeure Event, it will immediately notify the Company in writing and recommend options to overcome the effects of the event.

Upon receipt of the notice, the Company will make a determination, at its sole discretion, as to whether the event or circumstance constitutes a Force Majeure Event and will promptly notify the Subcontractor of its determination in writing. Despite any determination by the Company, the Subcontractor will endeavour to overcome the Force Majeure Event and continue to perform its obligations under this Agreement as far as reasonably practicable, subject to the other terms of this clause.

If the Company determines that a Force Majeure Event has occurred the Company may suspend or terminate the whole or part of this Agreement by written notice to the Subcontractor. Where this Agreement is suspended pursuant to this clause, the Parties will work together to agree any steps to be taken and an appropriate timetable to enable continued provision of the Services affected by the Force Majeure Event.

Nothing in this clause shall oblige the Company to determine that a Force Majeure Event has occurred if the Client is not also willing to determine that a Force Majeure Event has occurred pursuant to the Head/Prime Contract.

The Company shall be entitled to give notice to the Subcontractor that a Force Majeure Event has occurred without receiving notice from the Subcontractor and in such case the terms of this clause shall apply.

Where this Agreement is terminated or suspended pursuant to this clause, the Subcontractor will be entitled to payment in accordance with the terms outlined in this Agreement and the terms of clause 17 (Termination) shall apply.

19. NON-SOLICITATION

During the term of this Agreement and for 12 months following expiration or termination, neither Party will, without the consent of the other Party, solicit or otherwise attempt to persuade any Personnel of the other Party to cease working for the other Party. The Subcontractor will not engage a currently serving Commonwealth employee in any capacity in connection with the Goods and/or Services without the Company’s and Client’s written approval. A former employee is a person who was previously employed by or seconded to the Client, whose employment ceased within the last nine (9) months and who was substantially involved in the design, preparation, appraisal, review, and or daily management of the Head Contract.

Annex A – Details of Representatives and Description of Goods and/or Services

Part 1: Details of Representatives (as many as needed)

COMPANY CONTACT DETAILS	
CONTACT 1	
Name:	Click here to enter text.
Title:	Click here to enter text.
Email:	Click here to enter text.
Phone:	Click here to enter text.

CONTACT 2	
Name:	Click here to enter text.
Title:	Click here to enter text.
Email:	Click here to enter text.
Phone:	Click here to enter text.

CONTACT 3	
Name:	Click here to enter text.
Title:	Click here to enter text.
Email:	Click here to enter text.
Phone:	Click here to enter text.

SUBCONTRACTOR CONTACT DETAILS	
CONTACT 1	
Name:	Click here to enter text.
Title:	Click here to enter text.
Email:	Click here to enter text.
Phone:	Click here to enter text.

CONTACT 2	
Name:	Click here to enter text.
Title:	Click here to enter text.
Email:	Click here to enter text.
Phone:	Click here to enter text.

CONTACT 3	
Name:	Click here to enter text.
Title:	Click here to enter text.
Email:	Click here to enter text.
Phone:	Click here to enter text.

Part 2 – Description of Goods and/or Services

Description

The Contractor will design and deliver an innovative, flexible and value for money Emerging Leaders Program for up to 24 participants from ASEAN Member States and Australia to achieve the program purpose and objectives, and maximise linkages with Australia and across the region.

The Emerging Leaders Program is a hybrid modality (synchronous and asynchronous) delivered virtually online and including a one-week immersion program in Australia. The Emerging Leaders Program must be based on a customised action-based learning approach in accordance with the approved Program Outline, outcomes of the Pre-program leaning needs analysis and ongoing discussions with Palladium.

Responsibilities of the Subcontractor

The Contractor will undertake the following services:

Emerging Leaders Program design and delivery

- Strategically manage the program through effective coordination, consultation and liaison with Palladium.
- Employ and manage key personnel as included in the Subcontractor Personnel List to effectively design and deliver an innovative, flexible and value for money Emerging Leaders Program as per ALP and program requirements.
- Identify and sub-contract (where necessary) suitable experts, guest lecturers, site visit organisations to ensure a varied and contextualised learning experience.
- Provide support for participation of Department of Foreign Affairs and Trade (DFAT) personnel at appropriate points within the program, if requested.
- Finalise a Program Outline for approval by Palladium.
- Complete a participant learning needs assessments and tailor the program according to participants' needs and expectations, as approved by Palladium.
- Develop and deliver a Pre-Departure Briefing for participants covering the content and format of the Emerging Leaders Program, in-Australia travel and logistical information, and address any questions.
- Prepare a pre-departure booklet containing logistical and cultural information to prepare participants for travel to (and from) Australia and to facilitate their integration during the in-Australia program component. The briefing and booklet must be approved by Palladium.
- Develop complete and detailed program content and materials as per the approved Program Outline.
- Manage delivery of the agreed teaching and learning program, including supervision of support and academic staff, maintaining flexibility of arrangements and adjusting content as new needs and issues emerge.
- Deliver the one-week immersion program in Australia in accordance with the Program Outline.
- Provide advice to participants on administrative, logistical, health and welfare matters during the face-to-face elements of the program to be conducted in Australia and working with the participants and any other relevant agencies to resolve issues and problems as they arise. Where necessary, this may also include arranging professional counselling. The Contractor is required to use its best judgement in response to any situation. The Contractor will be fully responsible for any action taken.
- Provide adequate administrative, logistical and welfare support to participants during the program. This includes making reasonable adjustments to allow participants with a disability to participate in the program.
- Organise accommodation and travel within the delivery location for participants.
- Develop and deliver an Orientation Program within 24 hours of participants' arrival in Australia.
- Pay participants per diems in accordance with meal provision.

- Provide pre-paid mobile phone SIM card on arrival, and internet access for study and personal use.
- Provide welfare support through an identified Welfare Officer accommodated with the group including, but not limited to, pastoral care and medical, wellbeing and emergency assistance, and in consideration of GEDSI and safeguarding requirements.
- Manage welfare and critical incidents (including participant non-attendance and withdrawal) in line with Program policies and reporting requirements.
- Facilitate a public diplomacy e
- vent with participants, as per guidance provided by the Program.
- Provide two social media posts including a high-quality image to Palladium during the in-Australia component to highlight the Emerging Leaders Program through its networks.
- Not issue or release any media statements, photographs, articles, newsletter items or website content without the express written permission of Palladium for each instance. This includes not assisting any media representative to interview any of the participants or to publish an account relating to the program or any of the participants.
- Comply with the ASEAN-Australia Centre Branding and Acknowledge Guide and ASEAN-Australia Centre Brand and Style Guide in program and promotional materials.
- Provide participant certification as agreed with Palladium.

Monitoring, evaluation and learning

- Cooperate fully with Palladium staff involved in the review, monitoring and evaluation of the activity.
- Customise a pre and post test using the template provide by the Program to measure participants' learning.
- Administer the pre-test on or before day one, and the pos-test on the final day of the in-Australia component. Post-program test results, together with a brief analysis of changes to the scores, as well as findings and analysis from the participant survey administered by the Program, are to be included in the In-Australia Component Report.
- Provide a Preliminary Emerging Leaders Program Report, In-Australia Emerging Leaders Program Report and Applied Emerging Leaders Program Report as per agreed templates and the milestone schedule below.

The Contractor must refer to, and comply with, requirements as outlined in the *Emerging Leaders Program Provider Handbook* (Annex 3), unless otherwise agreed to in writing by the Company.

Subcontractor Deliverables/Outputs/Milestones

Deliverable

- Final Program Outline at a timing as agreed with Palladium.

Milestones

- Preliminary Emerging Leaders Program Report within one week of completion of preliminary learning activities
- In-Australia Emerging Leaders Program Report within two weeks of completion of in-Australia learning activities
- Applied Emerging Leaders Program Report within one week of completion of applied learning activities.

Subcontractor Personnel List

Name	Role/Position/Input	Total Amount of Input in-Country in days (if applicable)	Daily Rate (if applicable)
Click here to enter text.	Click here to enter text.	Click here to enter text.	
Click here to enter text.	Click here to enter text.	Click here to enter text.	Click here to enter text.
Click here to enter text.	Click here to enter text.	Click here to enter text.	Click here to enter text.
Click here to enter text.	Click here to enter text.	Click here to enter text.	Click here to enter text.
Click here to enter text.	Click here to enter text.	Click here to enter text.	Click here to enter text.

Responsibilities of the Company

The company will be responsible for:

- Provision of a finalised participant list to the Contractor.
- Mobilisation of selected participants (international flights) including visa arrangements.
- Approval of program design (Program Outline) and milestone reports (Preliminary Emerging Leaders Program Report, In-Australia Emerging Leaders Program Report and Applied Emerging Leaders Program Report).
- Oversight of program delivery, including acting as an escalation point for any issues related to program delivery or participant welfare.
- Liaison between the Client (DFAT) and Contractor including for approval of program design and management of welfare and critical incidents.

Annex B – Payment

Part 1: Payment Terms

The total sum to be paid to the Subcontractor for the Services shall not exceed the Total Agreement Sum.

Dates for payment are as set out in Part 3: Rates.

All reimbursable expenses that are to be reimbursed must be pre-approved in writing by the Company. No costs that are not pre-approved in writing will be reimbursed. In addition, for reimbursement, a valid expense claim must be provided accompanied by full supporting documentation.

Payment will be made in accordance with this Agreement.

Amounts are in the Agreement Currency as indicated on the Cover Sheet. The Subcontractor will be entirely responsible for all risks arising out of currency fluctuations associated with this Agreement.

Payments to the Subcontractor's Personnel for salary, allowances, bonuses, taxes, insurances, superannuation, non-working days and all other overheads and expenses of whatsoever nature that may be incurred including, but without limitation, payment for vaccinations and malaria tablets and similar, except those otherwise specifically provided for in this Agreement, are the sole responsibility of the Subcontractor.

Unless otherwise specified by the Company in writing, timesheets will be submitted in accordance with Project procedures for each of the Subcontractor's Personnel. Additional details will be provided in the Operations Manual for the Project.

The Subcontractor will not be entitled to payment of an invoice unless and until:

a) The deliverable items for which payment is claimed have been achieved or completed in accordance with the terms of this Agreement and also to the satisfaction of the Company and the Client; and
b) All Project Material (and timesheets, if applicable) for that part of the Services for which payment is claimed has been submitted to and approved by the Company.

Any payment by the Company is payment on account only and not evidence of the Subcontractor's compliance with this Agreement, an admission of liability, or acceptance by the Company of the Services.

If the conditions for payment are met and all terms of this Agreement are complied with, the Company will make payment within 30 days of receipt of a valid and correct invoice.

The Subcontractor consents to the Company deducting from moneys otherwise due to the Subcontractor any overpayment previously made, any moneys due from the Subcontractor and any claim to money which the Company may have against the Subcontractor, whether for damages or otherwise.

Where it is found that any overpayment has been made to the Subcontractor the Company may also require reimbursement of such overpayment within 21 days of written demand.

The Subcontractor must provide the Company with the details of a bank account that accepts deposits in the Agreement Currency. Where the Agreement Currency and the Subcontractor's account currency differ, the exchange rate will be that of the date of the transfer.

Part 2: Invoices and Taxes

Unless otherwise provided in this Agreement, all taxes, duties, and charges imposed or levied in connection with the performance of this Agreement will be borne by the Subcontractor.

Payment of any invoice by the Company is subject to the Subcontractor providing a valid and correct invoice to the Company. A valid invoice will be in writing, contain the details of the services provided including unit, unit rate, taxes, and any other information to be able to describe the services and charges in sufficient detail.

The amount of any VAT (or Sales Tax or similar) payable by the Company under this Agreement will be shown as a separate item on the invoice, together with the method of calculation.

The Subcontractor acknowledges that the Company will withhold any taxes which it is required by Legislative Requirements to withhold.

The Subcontractor acknowledges that it has not received any taxation advice from the Company and understands that all its taxation obligations remain the responsibility of the Subcontractor.

The Company may require the Subcontractor to provide additional information to assist the Company to determine whether an amount is payable. The payment term will be 30 days after the Subcontractor has provided the additional information to the Company's satisfaction.

Invoices shall be submitted to:

Click here to enter text.

Part 3: Rates

Total amount

The total amount payable for the delivery and management of the XX Emerging Leaders Program shall not exceed the sum of XX excluding GST in accordance with Annex G – 'Program Budget'. Palladium shall not be liable for any costs or expenditure incurred by the Contractor in excess of this amount, unless previously approved by Palladium via a contract variation.

Payment Streams

For the performance of the Services, Palladium shall pay the Contractor as follows:

- Fixed Management Fee of up to AUDXXX excluding GST as detailed in the Contractor's Budget below
- Fixed Costs of AUDXXX excluding GST as detailed in the Contractor's Budget below, and
- Reimbursable costs of up to AUDXXX excluding GST as detailed in the Contractor's Budget below in this Agreement.

Paid as Milestone Payments in accordance with the terms in Milestone Payments and payment schedule below.

Milestone Payments

- Palladium shall pay the Contractor the Service Fees and Reimbursable expenses in instalments known as Milestone Payments.
- Where a Milestone Payment is to follow acceptance of a report, Palladium shall not be obliged to make full payment until all of the outputs to be achieved by the Contractor in the period covered by the report have been achieved to its satisfaction.
- The Milestone Payments will be payable to the Contractor progressively, on Palladium's acceptance of the satisfactory completion of identified outputs and a correctly rendered invoice.

Milestone Payments will be paid upon acceptance by Palladium of the milestones being completed to its satisfaction as summarised below

ITEM	TERMS
Payment Terms	Payment will be made on completion of the milestones listed below in accordance with the terms of this Agreement.
Payment Date	**Milestone**
Submit invoice: Within one week of completion of Emerging Leaders Program activities. Payment: Upon receipt of an approved invoice and satisfactory completion of identified outputs	MILESTONE 1: Completion of preliminary Emerging Leaders Program component services to Palladium's satisfaction. Supporting Documentation: Preliminary Emerging Leaders Program Report Amount: AUD XX Includes: • 50% of the Fixed Management Fee • Personnel Costs for Design of Program
Submit invoice: Within two weeks of completion of in-Australia Emerging Leaders Program activities. Payment: Upon receipt of an approved invoice and satisfactory completion of identified outputs	MILESTONE 2: Completion of in-Australia Emerging Leaders Program component services to Palladium's satisfaction. Supporting Documentation: In-Australia Emerging Leaders Program Report Amount: AUD XX Includes • 40% of the Fixed Management Fee • Personnel Costs for Delivery of Program • Actual reimbursable expenditure made to date, up to the maximum as detailed in Annex G – 'Program Budget')
Submit invoice: Within one week of completion of applied Emerging Leaders Program activities. Payment: Upon receipt of an approved invoice and satisfactory completion of identified outputs	MILESTONE 3: Completion of applied Emerging Leaders Program component services to Palladium's satisfaction. Supporting Documentation: Applied Emerging Leaders Program Report Amount: AUD XX Includes: • 10% of the Fixed Management Fee • Balance of actual reimbursable expenditure made to date, up to the maximum as detailed in Annex G – 'Program Budget')

Annex C – Specific Terms and Conditions

Part 1: Insurance Requirements

ITEM	REQUIREMENT
Public Liability Insurance	The Subcontractor will take out before the Effective Date and maintain throughout the Term of this Agreement a Public Liability Insurance Policy and have the interest of the Company noted on the policy. The Policy must cover: 1. an amount in respect of any one claim or series of claims arising from the one original cause of not less than 5 million AUD; and 2. the Subcontractor, in respect of liability to the Company and third parties, if any, and cover the Company against liability to third parties in respect of any claim for loss of or damage to property or death or injury to any person arising out of or as a consequence of any act or omission of the Subcontractor.
Professional Indemnity Insurance	1. The Subcontractor will take out a professional indemnity policy before the Effective Date and maintain that policy for the Term of this Agreement and for a further period of six years thereafter. 2. The policy will have a total aggregate cover of not less than the Professional Indemnity Insurance Amount as indicated on the Cover Sheet. 3. The policy will include provisions for one automatic reinstatement of the sum

	insured and for loss of documents. 4. The Company may accept being noted on the Subcontractor's existing and valid Professional Indemnity insurance policy. 5. The Company may request evidence of the maintenance of the professional indemnity insurance at any time during the Term and also during the six years after the Term of this Agreement and the Subcontractor will provide such evidence within seven days of the request.
Insurance of Workers	1. The Subcontractor will take out before the Effective Date adequate insurance to fully cover it against any amount it may become liable to pay for death or injury to persons employed by the Subcontractor, including liability by statute and at common law and will maintain that policy for the Term of this Agreement. 2. The Subcontractor will take out adequate medical and dental insurance for its Personnel who are engaged to operate outside their country of permanent residence. 3. The Subcontractor will take out adequate insurance for emergency and medical evacuation for all its Personnel engaged to operate outside their country of permanent residence. 4. The policy will, where permitted by Legislative Requirements, be extended to indemnify the Company for any statutory liability on the part of the Company for persons employed by the Subcontractor.
Country requirements	The Subcontractor will comply at all times with the Legislative Requirements of the Country in which it is incorporated relating to insurance at all times. Where the Legislative Requirements of such Country require certain insurances to be taken out for any of the Subcontractor's Personnel working in a different Country or where there are Legislative Requirements of the Recipient Country, it will be the Subcontractor's responsibility to take out such insurances and comply with all such Legislative Requirements in respect to all its Personnel on this Project. The onus is on the Subcontractor to make itself aware of the requirements of such insurance and all such Legislative Requirements.
Evidence of Insurance	The Company may request evidence of any insurance policy at any time during the Term of this Agreement and the Subcontractor will provide such evidence within seven days of the request. Failure by the Subcontractor to maintain all necessary insurances, will entitle the Company to terminate this Agreement immediately in accordance with clause 17.

In the event of an insurance claim any deductible/excess payable in respect of the above insurance policies shall be the responsibility of the Subcontractor.

Part 2: Special Conditions

a) The Subcontractor represents and warrants that neither it nor any of its Personnel is engaged in any practice inconsistent with the rights set forth in the Convention of the Rights of the Child which requires that a child shall be protected from performing any work that is likely to be hazardous or to interfere with the child's education, or to be harmful to the child's health or physical, mental, spiritual, moral or social development.

b) The Subcontractor further warrants that neither it, nor any of its Personnel is engaged in the sale or manufacture of antipersonnel mines or of components used in the manufacture of such mines.

c) The Subcontractor further warrants that neither it, nor any of its Personnel is engaged in the manufacture, sale, transportation, or distribution of any drug or narcotic substance deemed to be illegal in either the country of manufacture or delivery of the Goods and/or Services being provided to the Company under this Agreement.

d) The Subcontractor further warrants that neither it, nor any of its Personnel is involved in the transportation or provision of services of human beings for purposes deemed illegal in either the country of origin, sale or delivery of the Goods and/or Services being provided under this Agreement.

e) The Subcontractor further warrants that neither it, nor any of its Personnel is engaged either directly

or indirectly in terrorism, or in the finance or support to terrorists.

f) The Subcontractor will undertake its best effort to ensure that payments provided by the Company under the Agreement do not provide direct or indirect support or resources to entities and individuals as may be proscribed under the relevant international and national counter-terrorism legislation and regulations, and are not diverted to support drug trafficking, including but not limited to, organisations and individuals subject to sanctions under the Charter of the United Nations Act 1945 (Cth) and any regulations made under that Act, Autonomous Sanctions Act 2011(Cth) and any regulations made under that Act; on the Work Bank List.

g) The Subcontractor warrants to the pay all taxes, duties and charges imposed or levied in the country of which the Subcontractor is registered and/or in the country in which it is operating, and all taxes, entitlements, other statutory charges and/or any other amount payable to its Personnel in the relevant jurisdiction.

h) The Subcontractor warrants that neither it, nor any of its Personnel, is engaged in anti-discriminative behaviours on basis of gender, religion and/or ethnicity.

   The Subcontractor warrants that it will engage in environmentally sustainable development, promoting conservation and sustainable use of natural resources, conservation of biodiversity and heritage sites, and disaster risk reduction planning, ensuring it is compliant with environmental protection legislation.

i) The Subcontractor further warrants that it, and its Personnel, will adhere to Work Health and Safety Act 2011 (Cth) (WHS Act) and in doing so, will focus on actions to prevent harm or ensure reasonable care of representatives, including but not limited to, participation in any necessary inspections of work in progress, any consultation with the Company regarding implementation of WHS Act provisions and tests and evaluations of the Goods and/or Services.

   The Subcontractor agrees, when using the Company's premises or facilities, to comply with all reasonable directions and procedures relating to, work health and safety and security, in effect at those premises or in regard to those facilities, as notified by the Company or as might be reasonably inferred from the use to which the premises or facilities are being put.

   Without limiting any other provision of this Subcontract, the Subcontractor must, on request, give all reasonable assistance the Company, by way of provision of information and documents, to assist the Company and its officers as defined in the WHS Act to comply with the duties imposed on them under the WHS Act. The Subcontractor acknowledges that the Company may direct it to take specified measures in connection with the Subcontractor's work under this Subcontract that the Company considers reasonably necessary to deal with an event or circumstance that has or is likely to have, an adverse effect on the health or safety of persons. The Subcontractor must comply with the direction at its own cost.

j) The Subcontractor warrants to promote gender equity and inclusive development under the Workplace Gender Equality Act 2012 (Cth) (WGE), ensuring that persons with disabilities, and other disadvantaged or vulnerable groups, are considered in the workplace and in delivering the Services. If the Subcontractor becomes non-compliant with the WGE Act during the term of the Subcontract, the Subcontractor must notify the Company, and the Company reserves the right to provide the Subcontractor with directions regarding compliance. If the term of this Subcontract exceeds 18 months, the Subcontractor must provide a current letter of compliance with the WGE Act within 18 months after the project start date and following this, annually, to the DFAT Representative, through the Company.

k) The Subcontractor warrants that neither it, nor its Personnel, is engaged in any political activity in the Recipient Country that may negatively impact on this Agreement, observe all laws and respect all religions and customs of that country and conduct themselves in a manner consistent with the Public Services Act 1999 (Cth) (including the Australian Public Service Values and Employment Principles and Code of Conduct).

l) The Subcontractor warrants that neither it nor its Personnel engage in or support trafficking activities,

procuring of commercial sex acts or using forced labour; is aware of regulatory prohibitions in the jurisdictions they are engaged; and agrees to develop project specific Trafficking in Persons (TIP) Compliance Plans where government regulations mandate.

m) The Subcontractor shall ensure that its Personnel are expressly bound by and respect the provisions of this Part 2 of Annex C.

n) Any breach of this Annex shall entitle the Company to terminate this Agreement and suspend payments that may be due, without liability for termination charges or any other liability of any kind for the Company.

Part 3: Anticorruption

a) The Subcontractor warrants that, to the best of its knowledge it has disclosed all current and previous allegations or investigations in relation to corrupt conduct, or any instances of corrupt conduct, involving it, or its officers, employees, agents and Subcontractors, to the Company.

b) the Subcontractor must not, and must ensure that its officers, employees, agents and Subcontractors do not:

    a. engage in corrupt conduct;

    b. engage in any practice that, if engaged in within Australia, could constitute the offence of bribing a foreign public official under the Criminal Code Act 1995 (Cth) in relation to the performance of the Subcontract; or

    c. engage in any other conduct which could actually or potentially compromise the integrity, accountability or probity of the administration of, or delivery of, this Subcontract.

c) The Subcontractor acknowledges that it will be a 'Contracted Service Provider' for the purposes of section 13 of the National Anti-Corruption Commission Act 2022 (Cth), and subject to investigation by the Commissioner under that Act. The Subcontractor must also comply, at its own cost, with any reasonable request, policy or direction issued by the Company and otherwise cooperate in any action taken by the Company required or authorised by that Act.

d) The Subcontractor hereby represents, warrants, and certifies that in carrying out its responsibilities under this Agreement, the Subcontractor and its directors, officers, employees, representatives, or other third parties acting on its behalf, have not and shall not pay, offer or promise to pay, or authorise the payment, directly or indirectly through any other person or entity, of any monies or anything of value to:

    i. Any person or firm employed by, or acting for or on behalf of, any customer or potential customer, whether private or governmental, for the purposes of inducing or rewarding favourable action by the customer or potential customer in any commercial transaction;
    ii. Any person or firm employed by, or acting for or on behalf of, any governmental entity (including state-owned or controlled entities or public international organisations) for the purposes of inducing or rewarding any action, or the withholding of any action, by such entity in any governmental matter; and
    iii. Any governmental official or employee (including employees of state-owned or controlled entities or public international organisations), political party or official of such party, or any candidate for political office, for the purposes of inducing or rewarding favourable action (or the withholding of action) or the exercise of influence by such official, party, or candidate in any commercial transaction or in any governmental matter.

e) The Subcontractor shall conduct all activities related to this Agreement in a fair, honest, and transparent manner and acknowledges that it is responsible for preventing and detecting corrupt conduct.

f) The Subcontractor represents, warrants, and certifies that the Subcontractor has read and understands the Company provided Business Partner Code of Conduct. The Subcontractor agrees to be bound by the Business Partner Code of Conduct and to operate in a manner fully consistent

with the letter and spirit of the Business Partner Code of Conduct. The Subcontractor agrees to inform its Personnel involved in activities related to this Agreement of the requirements of the Business Partner Code of Conduct.

g) The Subcontractor represents, warrants, and certifies that the Subcontractor has adopted a policy to prevent corruption ("anticorruption policy") in the conduct of business and enforces this policy. The Subcontractor further represents, warrants, and certifies that the Subcontractor has informed its Personnel, suppliers, and other individuals or entities with whom the Subcontractor does business, of its anticorruption policy. The Company may request evidence of the anticorruption policy at any time during the Term of this Agreement and the Subcontractor will provide such evidence within seven days of the request.

h) The Subcontractor shall immediately inform the Company if the Subcontractor becomes aware of any information indicating that any action in breach of this Part 3 has been committed or has been requested or otherwise suggested by any person, including a Public Official or private individual, in connection with this Agreement.

i) Unless otherwise disclosed in writing to the Company, the Subcontractor represents, warrants, and certifies that neither the Subcontractor, individuals employed by the Subcontractor, nor their immediate family members, are Public Officials. The Subcontractor shall immediately notify the Company in advance if any of the above become a Public Official.

j) The Subcontractor shall include these, or substantially similar, anticorruption provisions in all subcontracts or other agreements the Subcontractor makes in connection with this Agreement.

k) If requested by the Company, the Subcontractor must prepare a corruption risk assessment and corruption control strategy for the delivery of the Goods and Services and, provide the Company with the corruption control strategy within five (2) Business Days of the request. The risk assessment and strategy must contain appropriate corruption prevention, detection, investigation and reporting processes and procedures. The Subcontractor's strategies must include:

    a. preparation and implementation of a corruption control strategy, policy and relevant procedures applicable to the Subcontractors, and its personnel;

    b. development of guidance on corruption and delivery of materials and training to the Subcontractor's personnel;

    c. provision of mandatory corruption control awareness training to all of the Subcontractor's personnel and implementation of procedures to track attendance; and

    d. any other matter requested by the Company.

l) If the Subcontractor knows or suspects any practice to have occurred, as described in this clause, then it must:

    a. report the matter and provide all relevant information to the Company within five (2) business days;

    b. develop a strategy to investigate the relevant practice, within a timeframe agreed by the Company and the Subcontractor but no longer than twenty Business Days, for the Company's approval, based on the principles set out in the Australian Government Investigations Standards (https://www.ag.gov.au/sites/default/files/2022-12/Australian-Government-Investigations-Standard-2022.pdf);

    c. undertake the investigation in accordance with the approved strategy at the Subcontractor's own cost; and

    d. report to the Company on the progress and outcome of the investigation.

m) In addition to the investigation carried out by the Subcontractor under clause above, the Company may conduct its own investigation. If the Company exercises its rights under this clause, the

Subcontractor must provide all reasonable assistance and information as requested at the Subcontractor's expense.

n) Following the conclusion of any investigation in connection with the performance of this Subcontract that finds that the Subcontractor or its officers, employees, agents and Subcontractors, or a third party, have engaged in any practice, as described in connection with this Subcontract, the Subcontractor must, at its own cost:

    a. make every effort to recover any relevant funds or assets acquired or distributed through the relevant practice in accordance with recovery procedures, including civil litigation, available in the relevant partner country;

    b. refer the matter to the relevant partner country police or other authorities responsible for prosecution of the relevant practice, unless an exemption has been sought and granted by the Company; and

    c. keep the Company informed, in writing, on a monthly basis, of the progress of the investigation and recovery action.

o) If the Subcontractor considers that after all reasonable action has been taken under this clause to recover the funds or assets and full recovery has not been achieved or recovery has only been achieved in part, the Subcontractor:

    a. may seek approval from the Company that no further recovery action be taken; and

    b. must provide to the Company all information, records and documents required by the Company to enable the Company to make a decision on whether or not to approve non-recovery of losses arising from the relevant practice, or misappropriated funds or assets.

p) This clause is an essential term of the Subcontract and survives the termination or expiry of the Subcontract. Any breach of this clause will entitle the Company to issue a notice under to terminate this Subcontract immediately.

Part 4: Duty of Care

a) All Subcontractor Personnel or contractors engaged pursuant to this Agreement will come under the duty of care of the Subcontractor.

b) The Subcontractor will be responsible for all security arrangements and the Company accepts no responsibility for the health, safety and security of individuals or property whilst performing under this Agreement.

c) The Subcontractor will take out and maintain throughout the Term of this Agreement insurance cover as required by Annex C, Part 1.

d) The Subcontractor will proactively manage risks associated with performing the Services and shall provide evidence of such management of risk to the Company on reasonable request.

e) The Subcontractor and its Personnel will also comply with and follow any Standard Operating Procedures for the Company where specifically requested to do so by the Company.

Part 4: Fraud

a) The Subcontractor must not, and must ensure that its personnel do not, engage in any fraud.

b) The Subcontractor must take steps prevent and detect fraud, including in relation to any part or parts of the Program/Project performed by a subcontractor.

c) If requested by the Company, the Subcontractor must:

   a. conduct a fraud risk assessment;

   b. produce a fraud control strategy that:

      i. complies with the Commonwealth Fraud Control Framework; and

      ii. which must contain appropriate fraud prevention, detection, investigation and reporting processes and procedures that comply with the Australian Government Investigations Standards.

d) The Subcontractor must immediately notify within two (2) Business Days, the Company if the Subcontractor becomes aware of any actual or suspected fraud.

e) If the Subcontractor becomes aware of any actual or suspected fraud, the Subcontractor must:

   a. comply with any direction given by the Company;

   b. either conduct its own investigation, or appoint an investigator to conduct the investigation;

   c. ensure that the person conducting the investigation possesses the minimum qualifications specified in the Australian Government Investigation Standards or an equivalent if agreed by the Company; and

   d. investigate the suspected fraud at its own cost and in accordance with any directions or standards required by and the Company.

f) The Company reserves the right to appoint its own investigator, conduct its own investigation and/or report suspected fraud to the appropriate law enforcement agencies or any other person or entity the Company deems appropriate in Australia or in the Partner Country for investigation. If the Company exercises its rights under this clause the Subcontractor must provide all reasonable assistance that may be required at its own expense.

g) If an investigation finds the Subcontractor or any of its personnel have in all likelihood engaged in fraud or if the Company discovers that a fraud has not been reported in accordance with this clause:

   a. the Subcontractor, in consultation with the Company, must:

      i. pay to the Company the full value of any misappropriated funds; and

      ii. either return any misappropriated the property to the Company or, if the property cannot be recovered or has been damaged, replace the property with property of equivalent value or quality, or repair the property, at no cost to the Company; and

      iii. the Company may terminate this Subcontract immediately by issuing a notice under this clause.

h) If the investigation finds that a person other than the Subcontractor or its personnel has in all likelihood engaged in fraud, the Subcontractor must, at the Subcontractor's cost, take all reasonable action, including civil litigation or other recovery actions as available in the partner country, to recover any of the Company's funds or the Company funded property acquired or distributed through the fraud, unless the Company otherwise directs in writing. The Subcontractor must keep the Company informed, in writing, on a monthly basis, of the progress of its efforts to comply with this clause.

Part 4: Security and Cyber Security

a) The Subcontractor is responsible for the security of personnel and must ensure that both the Subcontractor and its Personnel comply with this clause.

b) If the Subcontractor is required to access or otherwise gains access to Confidential Information that may be classified as the Client's official information or security classified information, it agrees to comply and manage its system in accordance with all relevant security requirements specified in the Commonwealth Protective Security Policy Framework.

c) The Subcontractor must take reasonable and prudent steps consistent with good industry practice to reduce the risk of a Security Incident or Cyber Attack on the Contractor's information technology systems that accesses, transmits or stores any Client confidential information or any other data connected with this Subcontract, including but not limited to, the Subcontract material, or personal information.

d) At the Company's request in a notice, the Subcontractor must provide details of the Subcontractor's security measures in place to reduce the risk of a Security Incident or Cyber Attack on the Contractor's information technology systems.

e) If the Subcontractor becomes aware of a Security Incident or Cyber Attack on the Subcontractor's information technology systems, the Subcontractor must immediately notify:

    a. The Company, through the Company (and, if this notification is not done by notice, by notice within 12 hours); and

    b. if required by the Company, advise the Australian Cyber Security Centre (ACSC)

f) The Subcontractor must:

    a. notify the Company, immediately on becoming aware of any security incident, Cyber Security Incident or security breach and comply with all the Client's directions to rectify the security issue, which may include notifying the Australian Cyber Security Centre or any other relevant body; and

    b. participate in security reviews of its procedures at least annually as requested the Company and participate in any security audit in relation to the Contract, providing full co-operation to the Company or its independent auditors, including the Australian National Audit Office.

Annex D: Definitions

The words used in this Agreement will be defined as presented in this Annex. If any word in this Annex is defined specifically within the body of this Agreement, the definition within the Agreement will be controlling.

The following terms or expressions used in this contract have the stated meanings:

“Agreement” means this document (including the Cover Sheet, Terms and Conditions, all Annexes and all attachments to this document) as may be amended or supplemented by the Parties from time to time in writing;

"Applicable Standards” means either of the following:

i. DFAT’s Monitoring and Evaluation Standards, https://www.dfat.gov.au/about-us/publications/Pages/dfat-monitoring-and-evaluation-standards
ii. ISO 30405:2016 (Human resource management -- Guidelines on recruitment)
iii. ISO 30408:2016 (Human resource management -- Guidelines on human governance)
iv. ISO 15489 (Records management)

“Business Day” means a day that is not an accepted non-work day, public holiday, special holiday, or bank holiday or otherwise in the jurisdiction in which this Agreement is to be fulfilled;

“Business Partner Code of Conduct” means the document listed in Annex E entitled “Business Partner Code of Conduct”.

“Claim” means any claim, action, proceeding, demand, prosecution, judgement, damage, loss, cost, expense, fine, penalty or liability whatever incurred or suffered by or brought or made or recovered against a person or any company or other form of entity and however arising (whether presently ascertained, future or contingent);

“Confidential Information” means company proprietary information, technical data, trade secrets, or know-how, including, but not limited to, business information, research, marketing, technical, financial information, product plans, products, services, customer lists, markets, software, developments, inventions, processes, formulas, technology, designs, drawings, engineering, and any other information relating to its personnel, clients, customers, affiliates, or agents disclosed to one Party or its personnel by the other Party either directly or indirectly;

“Data Protection Legislation” means all applicable laws relating to the processing of Personal Data and privacy;

“Day” means calendar day of 24-hours computed without regard for non-work days, holidays, or other exceptions;

“Deliver” means hand over to, at the place specified in the Agreement, and acceptance of the item, whether it be a Good, a Service, a Premises, or other deliverable, by the Subcontractor or Company at that place and delivery has a comparable meaning;

“Force majeure” means unforeseen events not within the control of either Party, including but not limited to, laws or regulations, strikes, lock-outs or industrial disturbances, acts of terrorism, wars, whether declared or not declared, blockades, embargoes, insurrection, riots, civil disturbances, explosions, epidemics, landslides, earthquakes, storms, lightning, floods and washouts;

“Good Industry Practice” means the exercise of that degree of care, skill, diligence, prudence, efficiency, foresight and timeliness which would be reasonably expected at such time from an expert supplier of services similar to the Services, such supplier seeking to comply with its contractual obligations in full and complying with all applicable Legislative Requirements;

“Goods” means any item or tangible thing provided, or to be provided, to the Company by the Subcontractor (or any of the Subcontractor’s subcontractors) pursuant to or in connection with the Agreement including, but not limited to, the materials, plant, equipment or other supplies stated in the Agreement. Where the context requires, the term “Goods” also includes “Services” as ordered in this Agreement and any ancillary services in relation to supply of goods;

“Insolvency Event” means the Subcontractor:

a. goes into liquidation;
b. has a liquidator, receiver or official manager appointed to it;
c. becomes bankrupt;
d. enters into a scheme of arrangement with creditors;
e. becomes unable to pay the Subcontractor’s debts as they become due; or
f. is insolvent or enters into or is subject to anything which has a similar purpose or effect to any of the above.

“Invoice” means an invoice that complies with all relevant laws in the country in which the Goods and/or Services are delivered;

“Intellectual Property” means rights including, but not limited to, patents, copyrights, and trademarks, with regard to Goods and/or Services and other materials which bear a direct relation to or are produced, prepared, or collected in consequence of or in the course of the execution of this Agreement;

“Legislative Requirements” means any applicable law, statute, bye-law, regulation, order, consent, permit, approval, regulatory policy, guidance or industry code, rule of court or directives or requirements of any Regulatory Body, delegated or subordinate legislation or notice of any Regulatory Body;

“Loss” or “Losses” means any damage, liability, cost or expense including legal expenses;

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

“Party” and/or “Parties” means either the Company or the Subcontractor or both collectively;

“Payment Milestone” means an identified deliverable for which the Subcontractor is entitled to receive a payment in accordance with this Agreement;

“Personal Data” means personal information as defined by the Legislative Requirements governing this Agreement including all Data Protection Legislation;

“Personnel” means the officers, employees, agents, advisers, contractors and subcontractors (including their respective personnel) of either party or the Client;

“Pre-existing Intellectual Property” means Material in existence prior to the date of this Agreement, developed by the Subcontractor or an associated entity, and utilised in conjunction with or for developing the Project Material;

“Project Material” means all Material including data, results, discoveries, inventions, improvements, reports, and other works of authorship, trade secrets, and any other work product or deliverables;

a. brought into existence or supplied as part of or for the purpose of performing the Services; or
b. copied or derived from the above Material;

“Promotional Material” means any public statement or advertisement whether in written, verbal or visual format (whether or not digital and/or web-based) relating to the Services and/or the Project.

“Record” means a document or anything constituting a piece of evidence about the past, or an account kept in writing or in some other permanent form (electronic or otherwise) that records information relevant to the Project, the Subcontractor’s operations or the Company’s operations;

“Regulatory Bodies” means those government departments, regulatory, statutory and other entities, committees and bodies which, whether under statute, rules, regulations, codes of practice or otherwise, are entitled to regulate, investigate, or influence the matters dealt with in this Agreement or any other affairs of the Subcontractor, the Company or the Client and “Regulatory Body” will be construed accordingly;

“Services” means any service provided, or to be provided, to the Company by the Subcontractor (or any of the Subcontractor’s subcontractors) pursuant to or in connection with this Agreement including, but not limited to, the Services expressly stated in this Agreement together with any services that are necessary to perform those Services and any Services associated with the supply of Goods; and

“Third Party Material” means any Material made available by the Subcontractor for the purposes of this Agreement in which a third party holds Intellectual Property Rights.

Annex E: Policies and Procedures

TO BE READ, ACKNOWLEDGED, AND COMPLIED WITH:

- Emerging Leaders Program Provider Handbook
- Business Partner Code of Conduct
- Child Protection Guidelines

All documents can be downloaded in full at http://www.thepalladiumgroup.com/policies. In addition, the Subcontractor must ensure that it, and its personnel, comply with the Client's policies and guidance as identified on the Client's website: https://www.dfat.gov.au/aid/australias-development-program, including,

a. the Disability Inclusive Strategy;

b. the Child Protection Policy;

c. the Preventing Sexual Exploitation, Abuse and Harassment Policy;

d. the Family Planning and the Aid Program: Guiding Principles;

e. the Environment Protection Policy;

f. the Displacement and Resettlement of People in Development Activities Policy;

g. the Gender Equality and Women's Empowerment Policy;

h. Payment Times and Procurement Connected;

i. Fraud Corruption and Control Policy.

Annex F – Client Terms and Conditions – Special Conditions

Pursuant to sub paragraph 1 (b) in Part 1 above, the obligations and warranties that the Subcontractor must assume are set out as follows:

a) Representation and Warranties

a. The Subcontractor represents and warrants that:
   i. (law, standards) in providing the goods and/or services it will comply with the law, the Applicable Standards and with relevant industry standards;
   ii. (approvals, compliance) obtain and maintain in full force any licences, accreditations, permits, registrations or regulatory approvals required by law and necessary for the provision of the goods and/or services;
   iii. (directions) in providing the goods and/or services it will comply with the Company or Client's reasonable directions;
   iv. (materials) it will only use materials that are new, fit for the purpose and required by the Company or Client;
   v. (Goods, Deliverables) Goods and/or Deliverables provided will be:
      a. of acceptable quality within the meaning of the Australian Consumer Law, safe and durable;
      b. free from defects in design, performance and workmanship; and
      c. fit for purpose.
   vi. (Services, Deliverables) Services provided must be provided with due care and skill and must be fit for the purpose; and
   vii. (Work) the work performed to provide the Goods and/or Services will be provided by appropriately qualified, skilled and experiences personnel and be done to a high standard in accordance with best practice.

   The Subcontractor must promptly notify the Company if the Subcontractor becomes aware that it will be unable to provide all or part of the Goods and/or Services in accordance with the requirements of this Subcontract.

b) Compliance with laws and policies

a. The Subcontractor is responsible for ensuring that it and its personnel comply with:
   i. applicable laws of the Commonwealth, any state, territory or local authority and applicable Commonwealth policies as set out in this Subcontract or as notified to the Subcontractor from time to time; and
   ii. the applicable laws of any jurisdiction in which any part the project is performed. With respect to any monies payable either to the Company or Client by the Subcontractor or to the Subcontractor by the Company or Client, the Contractor must comply with all relevant provisions of Commonwealth legislation, financial regulations and directions, except to the extent that the relevant obligation is imposed on the Company or Client; and

c) Child Protection

a. In providing the Goods or Services to the Company, the Subcontractor must comply with, and ensure that its personnel, contractors and subcontractors comply with, DFAT's Child Protection Policy, accessible on the Client's website at: www.dfat.gov.au/childprotection

   The Company or Client may conduct a review of the Subcontractor's compliance with the Client's Child Protection Policy. The Company or Client will give reasonable notice (at least 14 calendar days) to the Subcontractor and the Subcontractor must at its own cost participate co-operatively in any such review.
b. The Subcontractor must immediately report to the Company (who will report to the Client):
   i. any suspected or alleged case of child exploitation, abuse, harm or policy non-compliance by anyone within scope of the policy in connection with official duties or business to childwelfare@dfat.gov.au
   ii. In reporting to the Company or Client as required by this section, the Subcontractor must comply with the Privacy Act 1988 (Cth) and the privacy provisions in the Child Protection Incident Notification Form, accessible at: www.dfat.gov.au/childprotection. This clause is a material term of the Subcontract.

d) Preventing Sexual Exploitation Abuse and Harassment

a. In providing the Goods or Services under this Subcontract, the Subcontractor must comply with, and ensure that its personnel, contractors and subcontractors comply with, DFAT's 'Preventing Sexual Exploitation, Abuse and Harassment Policy', accessible on the DFAT website at: http://www.dfat.gov.au/pseah.
b. The Company or Client may conduct a review of the Subcontractor's compliance with the Client's Preventing Sexual Exploitation, Abuse and Harassment Policy. The Company or Client will give reasonable notice (at least 14 calendar days) to the Subcontractor and the Subcontractor must at its own cost participate co-operatively in any such review at its own cost.
c. In accordance with the Client's PSEAH policy, the Subcontractor must report to the Company (who will report to the Client):
    i. any alleged case of sexual exploitation, abuse and harassment that relates to provision of the Goods or Services to seah.reports@dfat.gov.au within 48 hours of becoming aware of the case; and
    ii. any alleged incidents of non-compliance with the Client's Preventing Sexual Exploitation, Abuse and Harassment Policy to seah.reports@dfat.gov.au within 48 hours of becoming aware of the incident.
d. In reporting to the Company or Client as required under this clause, the Subcontractor must comply with the Privacy Act 1988 (Cth), Principle 3 of the PSEAH Policy and the privacy provisions in the Sexual Exploitation, Abuse and Harassment (SEAH) Incident Notification Form, accessible at http://www.dfat.gov.au/pseah. This clause is a material term of the Subcontract.

e) Black Economy

a. It is Commonwealth policy to increase the integrity of government procurement, as listed in the procurement connected policy guidelines: Black Economy increasing the integrity of government procurement.
b. In this clause the Subcontractor warrants, if the delivery of goods and services is established value of AUD4 million (GST inclusive) that the Subcontractor either:
    i. 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
    ii. holds a satisfactory statement of tax record for the Subcontractor that was valid at the time of entry into the subcontract by the supplier and the subcontractor.
c. If the Subcontractor is a partnership, the Subcontractor 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 Subcontractor as soon as possible after they become a partner to the partnership.

f) Branding

The Subcontractor must identify, and with prior written approval from the Company, and in accordance with DFAT Logos and style guides (https://www.dfat.gov.au/about-us/corporate/Pages/logos-and-style-guides) Branding Australia Aid projects and initiatives, implement appropriate opportunities for publicising the program/project, including through signage at each program/project site that acknowledges the funding of the program/project.

g) Indigenous Procurement Policy

a. It is Commonwealth policy to stimulate indigenous entrepreneurship and business development, providing indigenous Australians with more opportunities to participate in the economy.
b. The Subcontractor must use its reasonable endeavours to increase its purchasing from Indigenous Enterprises; and employment of indigenous Australians, in the delivery of the Goods and/or Services.
c. Purchases from Indigenous Enterprises may be in the form of engagement of an Indigenous Enterprise as a subcontractor, and use of indigenous suppliers in the Subcontractor's supply chain.
d. If requested, the Subcontractor must comply with an Indigenous Participation Plan.

h) Payment Times Procurement Connected Policy

If applicable, the Subcontractor must comply with the Payment Times Procurement Connected Policy (PT PCP). This includes the requirement to, if the Subcontractor enters into a PT PCP subcontract, include in that subcontract:

i. within 20 calendar days after the acknowledgement of the satisfactory delivery of the Goods or Services and receipt of a correctly rendered invoice. If this period ends on a day that is not a business day, payment is due on the next business day; and
ii. for payments made by the Subcontractor after the payment is due, the unpaid amount plus interest on the unpaid amount calculated;
iii. a statement that the PT PCP applies to that subcontract; and
iv. a statement that the subcontractor may make a complaint to the PT PCP policy team or to the Commonwealth as represented by the Client in accordance with the PT PCP if there has been non compliance with the requirements of this.

The Subcontractor is not required to pay interest, if either:

i. the Company or Client has failed to pay the Contractor in accordance with the timeframes and requirements under the Subcontract; or
ii. the amount of the interest payable is less than $100(GST inclusive).

i) Access to premises and records

a. The Subcontractor must permit each of the Company, the Client, the Commonwealth Auditor-General, the Information Privacy Commissioner or Privacy Commissioner as appropriate at reasonable times and on reasonable notice, through their officers, agents or advisers authorised on their behalf, to:
    i. access the Subcontractor's premises;
    ii. examine, inspect, audit and copy any accounts and records relating to this Subcontract or the program/project;
    iii. provide all necessary facilities for this purpose; and
    iv. in the case of documents or records stored on a medium other than in writing, make available to the Client or the Company's on request reasonable facilities necessary to enable a legible reproduction to be created.
b. In the exercise of the rights under this clause, the Client or Company must use reasonable endeavours not to unreasonably interfere with the Subcontractor's performance of the program/project in any material respect.

j) Audit

a. The Client or a representative of the Client, including the Company or the Client's internal Audit where relevant may conduct audits relevant to the performance of this Subcontract and/or compliance by the Subcontractor with any of its obligations under this Subcontract, including audits of the Subcontractor's relevant:
    i. operational practices and procedures;
        i. project and financial management governance;
        ii. oversight practices and procedures;
        iii. invoices and reports;
        iv. material (including records, books and accounts) in the possession of the Contractor; and/or
        v. other matters determined by the Client or Company to be relevant to the performance of the Subcontractor's obligations.
b. Where the Client or the Company has reasonable concerns regarding any item in this clause, the Client or Company may issue the Subcontractor with written notification of those concerns including outlining action to be undertaken by the Subcontractor. These actions may include:
        i. a request that the Subcontractor provide the Client or Company with additional documentation relating to the item of concern;
        ii. that a director of the Subcontractor provide a statutory declaration confirming that the director has taken the action requested by the Company or the Client;
        iii. a direction that the Subcontractor participate in the Client's or Company's internal audit;
        iv. a direction that the Subcontractor engage an independent, suitable organisation to undertake an assurance audit of the item or concern. The Contractor must provide a

copy of the audit report to the Client or Company within 7 days after receipt by the Subcontractor.

c. The Subcontractor must respond to any notice received under this clause above within 14 business days or such longer period agreed between the parties.
d. If the Client or Company directs the Subcontractor, in accordance with this clause to engage an independent, suitable organisation to undertake an assurance audit, it must do so at the Subcontractor's cost, and the Contractor must comply with any directions given by the Client or Company regarding terms of reference or required auditing standards, including the type of assurance required from the audit appropriate to the circumstances. The Company or Client must approve the terms of reference.
e. Where a direction has been made under this clause, the Client or Company may, at its discretion, not make any further payments owed to the Subcontractor pending certification of the reliability of the Subcontractor's management systems and the veracity of the invoicing procedures and practices, and the eligibility of claims for payment.
f. This clause applies for the term of this Subcontract and for a period of 7 years from the date of its expiration or termination.
g. The requirement for access and participation in audits does not in any way reduce the Subcontractor's responsibility to perform its obligations in accordance with this Subcontract.
h. Each Party is to bear its own costs in relation to any access and inspection of the Subcontractor's premises with this clause or an audit of the Subcontractor undertaken in accordance with this clause.

k) Procurement and Grants

In procuring all assets for the program/project (including entering subcontracts), the Subcontractor must implement procedures that are consistent with the principles of the Commonwealth Procurement Rules and RMG411, in particular observing the core principles of achieving value for money and the supporting principles and maintain complete and accurate records documenting the particulars of assets and the procedures followed in procuring these assets;

a. use its best endeavours to ensure Assets are maintained, including taking appropriate steps to ensure that manufacturers' warranties of Assets are secured and warranty conditions followed;
b. use its best endeavours to ensure Assets are free from defects in design, material, manufacture or workmanship. The Contractor must replace defective Assets under warranty provisions or at its own cost; and
c. use the Assets only for the purposes permitted under this Subcontract.

l) Performance Assessment

The Client or the Company may issue a subcontractor performance assessment or a subcontractor key personnel performance assessment, in relation to this Subcontract. The subcontractor will sign and return the subcontractor performance assessment together with any response within 7 days of receipt and will ensure that subcontractor personnel performance assessments together with any response any personnel wishes to include are signed and returned within 7 days of receipt.

ANNEX G – Program Budget

PART A: NON-REIMBURSABLE (FIXED) COSTS	Units	No.	Cost	Total	Notes
A1: Fixed personnel costs for design of program					
Program Designer	person days			$0	
Other design staffing costs (to be detailed in Tenderers submission, delete if not required)	person days			$0	
Sub-total: A1				**$0**	
A2: Fixed personnel costs for delivery of program including monitoring, evaluation and reporting (add/delete lines as required)					
Program Leader	person days			$0	
Program Coordinator	person days			$0	
Welfare Officer	person days			$0	
Program Co-Leader (to be detailed in Tenderers submission, delete if not required)	person days			$0	
Sub-total: A2				**$0**	
A3: Fixed management fee (head office administration costs and fees)					
Fixed management fee (as per tendered price)	fixed fee			$0	
Sub-total: A3				**$0**	
A3)				**$0**	
PART B: REIMBURSABLE EXPENSES INCURRED BY CONTRACTOR	**Units**	**No.**	**Cost**	**Total**	**Notes**
B1: Personnel costs for delivery of program (add/delete lines as required)					
Other Specialist Presenters / Subject Matter Experts (e.g. Industry Speakers / Mentors)	days per person			$0	
Sub-total: B1				**$0**	
B2: Program delivery costs (add/delete lines as required)					
Stationery and program materials	lump sum			$0	
Venue hire and associated costs	days			$0	
Provision of morning teas /afternoon & lunch tea during program	per paticipant			$0	
Communication - participants Sim Cards (see Program Provider Handbook)	numbe			$0	
Welcome/farewell/networking function (see note below)	lump sum			$0	
Social/recreational tour/s, visit/s and entrance fees	per paticipant			$0	
Other costs associated with program delivery (as required)	lump sum			$0	
Sub-total: B2				**$0**	
B3: Accommodation (in-person delivery - add/delete lines as required)					
Participant accommodation (see note below)	nights			$0	
Welfare Officer accommodation (see note below)	nights				
Sub-total: B3				**$0**	
B4: Participants' allowances (per diem) (in-person delivery - add/delete lines as required)					
Participant per diems (see Program Provider Handbook)				$0	
Welfare Officer per diems (see note below)					
Sub-total: B4				**$0**	
B5: Local travel & transfers (in-person delivery - add/delete lines as required) - see note below					
Airport transfers, bus site visits, social activity transfers, etc.				$0	
Sub-total: B5				**$0**	
B6: Other costs and expenses (add/delete lines as required)					
Other costs associated with program delivery as required (see note below)				$0	
Sub-total: B6				**$0**	
Total reimbursable costs - Contractor (Sum of B1 to B6)				**$0**	
TOTAL (FIXED AND REIMBURSABLE COSTS)			**AUD**	**$0**	
GST			**AUD**	**$0**	
TOTAL PAYABLE TO CONTRACTOR (INCLUDING GST)			**AUD**	**$0**	