



s22(1)(a)(ii)

From: LEGG, Robyn
Sent: Wednesday, 7 June 2023 3:37 PM
To: s22(1)(a)(ii)
Subject: FW: Touching base - IIP Review [SEC=OFFICIAL:Sensitive]

OFFICIAL:Sensitive

OFFICIAL:Sensitive

From: LEGG Robyn
Sent: Wednesday, 3 May 2023 6:16 PM
To: Clare Gardiner-Barnes s22(1)(a)(ii); Mike Mrdak s22(1)(a)(ii); Reece Waldock s22(1)(a)(ii)
Cc: HALLINAN David <David.Hallinan@infrastructure.gov.au>; BOURNE Andrew <Andrew.Bourne@infrastructure.gov.au>
Subject: Touching base - IIP Review [SEC=OFFICIAL:Sensitive]

OFFICIAL:Sensitive

Good evening

I just wanted to reach out to give you a quick update on how we are travelling as I am conscious that it may seem like radio silence at your end.

We have now finalised the draft contracts and have all we need from each of you (thank you) so as soon as the Prime Minister has approved the Terms of Reference then we will be in a position to finalise the start/end dates and get those documents through to you for finalisation (sign and return). While we are hoping that this will be in coming days, we are aware that the Prime Minister is in the UK and it may not be until early next week.

In the meantime, we are working through a number of activities to support you including pulling together stakeholder lists, preparing a web page on the review (which we will share with you before it goes live) and looking in shared IT platforms to enable collaboration on documents.

Minister King has also indicated that she would be keen to meet with you all next **Thursday 11/5 at about 11am** (exact details TBC). It will be a video conference although, Mike, if you happen to be in Canberra you are welcome to join in person. Please let me know if you foresee any issues with that and I can work with the Minister's Office to arrange.

I will continue to provide updates as I have them.

Please call me at any time if you have questions or need assistance with anything.

Robyn

Robyn Legg

Assistant Secretary • IIP Review • Infrastructure Investment Division
Robyn.Legg@infrastructure.gov.au

P +61 2 6274 s22(1)(a)(ii) • M +61 s22(1)(a)(ii)
GPO Box 594 Canberra, ACT 2601

Department of Infrastructure, Transport, Regional Development, Communications and the Arts
CONNECTING AUSTRALIANS • ENRICHING COMMUNITIES • EMPOWERING REGIONS

infrastructure.gov.au



*I would like to acknowledge the traditional custodians of this land on which we meet, work and live.
I recognise and respect their continuing connection to the land, waters and communities.
I pay my respects to Elders past and present and to all Aboriginal and Torres Strait Islanders.*

Making Flexibility Work - if you receive an email from me outside normal business hours, I'm sending it at a time that suits me. Unless it's marked urgent, I'm not expecting you to read or reply until normal business hours

OFFICIAL:Sensitive

Released under FOI Act 1982 by Department of Infrastructure, Transport, Regional Development, Communications and the Arts

s22(1)(a)(ii)

From:

s22(1)(a)(ii)

Sent:

Monday, 5 June 2023 3:49 PM

To:

s22(1)(a)(ii)

Subject:

FW: Private Interests Declaration for IIP Strategic Review [SEC=UNOFFICIAL]

UNOFFICIAL

Yep- please see below.

s22(1)(a)(ii)

Project Officer • IIP Review • Infrastructure Investment Division

s22(1)(a)(ii) [@infrastructure.gov.au](mailto:s22@infrastructure.gov.au)

P +61 2 6274 s22

GPO Box 594 Canberra, ACT 2601

Department of Infrastructure, Transport, Regional Development, Communications and the Arts
CONNECTING AUSTRALIANS • ENRICHING COMMUNITIES • EMPOWERING REGIONS

infrastructure.gov.au

*I would like to acknowledge the traditional custodians of this land on which we meet, work and live.
I recognise and respect their continuing connection to the land, waters and communities.
I pay my respects to Elders past and present and to all Aboriginal and Torres Strait Islanders.*

UNOFFICIAL

From: [BOURNE Andrew](#)**Sent:** Saturday, 29 April 2023 5:58 PM**To:** s22(1)(a)(ii)**Cc:** [HALLINAN David](#); [LANGFORD Anita](#); [LEGG Robyn](#)**Subject:** Private Interests Declaration for IIP Strategic Review [SEC=UNOFFICIAL]**Importance:** High

UNOFFICIAL

Dear Mike

I understand you have had conversations with Joseph Solomon in relation to the Independent Strategic Review of the Infrastructure Investment Program. In preparation of the formal announcement for the Review and Reviewers, please find attached the Private Interests Declaration form that we would appreciate you completing and returning by late tomorrow morning. I have also attached the previous CV template should you wish to update it. I also understand that Dave Hallinan will be calling you in the morning.

Please contact me if you have any queries.

Regards
Andrew

Andrew Bourne

First Assistant Secretary • Infrastructure Investment Division
andrew.bourne@infrastructure.gov.au

Executive Assistance: s22(1)(a)(ii) P +61 2 6274 s22(1)(a)(ii) • s22(1)(a)(ii) @infrastructure.gov.au

T (02) 6274 s22 M s22(1)(a)(
 Nggunawal Country, 111 Alinga St; GPO Box 594 Canberra, ACT 2601

Department of Infrastructure, Transport, Regional Development, Communications and the Arts
CONNECTING AUSTRALIANS • ENRICHING COMMUNITIES • EMPOWERING REGIONS

infrastructure.gov.au



*I would like to acknowledge the traditional custodians of this land on which we meet, work and live.
 I recognise and respect their continuing connection to the land, waters and communities.
 I pay my respects to Elders past and present and to all Aboriginal and Torres Strait Islanders.*

UNOFFICIAL

UNOFFICIAL

UNOFFICIAL

Disclaimer

This message has been issued by the Department of Infrastructure, Transport, Regional Development, Communications and the Arts. The information transmitted is for the use of the intended recipient only and may contain confidential and/or legally privileged material.

Any review, re-transmission, disclosure, dissemination or other use of, or taking of any action in reliance upon, this information by persons or entities other than the intended recipient is prohibited and may result in severe penalties. If you have received this e-mail in error, please notify the Department on +61 (2) 6274 7111 and delete all copies of this transmission together with any attachments.

UNOFFICIAL

Released under FOI Act 1982 by Department of Infrastructure, Transport, Regional Development, Communications and the Arts

s22(1)(a)(ii)

From: BOURNE, Andrew
Sent: Saturday, 29 April 2023 5:24 PM
To: s22(1)(a)(ii)
Cc: HALLINAN, David; Langford, Anita; LEGG, Robyn
Subject: Private Interests Declaration for IIP Strategic Review [SEC=UNOFFICIAL]
Attachments: PRIVATE INTERESTS DECLARATION (003).docx

Importance: High

UNOFFICIAL

Dear Reece

It was good to talk to you yesterday.

Following on from your conversation with Dave this afternoon, please find attached the Private Interests Declaration form that we would appreciate you completing and returning by late tomorrow morning. I also understand that you will be sending through a copy of your CV.

Please contact me if you have any queries.

Regards
 Andrew

Andrew Bourne

First Assistant Secretary • Infrastructure Investment Division
andrew.bourne@infrastructure.gov.au

Executive Assistance: s22(1)(a)(ii) P +61 2 6274 s22(1)(a)(ii) • s22(1)(a)(ii) [@infrastructure.gov.au](mailto:s22(1)(a)(ii)@infrastructure.gov.au)

T (02) 6274 s22 M s22(1)(a)(ii)
 Ngannawal Country, 111 Alinga St; GPO Box 594 Canberra, ACT 2601

Department of Infrastructure, Transport, Regional Development, Communications and the Arts
CONNECTING AUSTRALIANS • ENRICHING COMMUNITIES • EMPOWERING REGIONS

infrastructure.gov.au



*I would like to acknowledge the traditional custodians of this land on which we meet, work and live.
 I recognise and respect their continuing connection to the land, waters and communities.
 I pay my respects to Elders past and present and to all Aboriginal and Torres Strait Islanders.*

UNOFFICIAL

Released under FOI Act 1982 by Department of Infrastructure, Transport, Regional Development, Communications and the Arts

PRIVATE INTERESTS DECLARATION

PROPOSED POSITION & ORGANISATION

**Mr Reece Waldock, Reviewer, Independent Strategic Review of the
Infrastructure Investment Program**

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

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

ASSURANCE

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

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

.....
Name

.....
Signature

.....
Date

PRIVATE INTERESTS DECLARATION - ATTACHMENT

PROPOSED POSITION & ORGANISATION

**Mr Reece Waldock, Reviewer, Independent Strategic Review of the
Infrastructure Investment Program**

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

| QUESTION | DETAILS AND CONFLICT MITIGATION STRATEGY |
|----------|--|
| | |

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

.....

Name

.....

Signature

.....

Date

s22(1)(a)(ii)

From: BOURNE, Andrew
Sent: Friday, 28 April 2023 3:52 PM
To: s22(1)(a)(ii)
Subject: contact details [SEC=UNOFFICIAL]

UNOFFICIAL

Reece

It was good to speak with you this afternoon. Please see my details below.

Cheers

Andrew

Andrew Bourne

First Assistant Secretary • Infrastructure Investment Division

andrew.bourne@infrastructure.gov.au

Executive Assistance: s22(1)(a)(ii) P +61 2 6274 s22(1)(a)(ii) • s22(1)(a)(ii) @infrastructure.gov.au

T (02) 6274 s22(1)(a)(ii); M s22(1)(a)(ii)

Ngunnawal Country, 111 Alinga St; GPO Box 594 Canberra, ACT 2601

Department of Infrastructure, Transport, Regional Development, Communications and the Arts

CONNECTING AUSTRALIANS • ENRICHING COMMUNITIES • EMPOWERING REGIONS

infrastructure.gov.au



*I would like to acknowledge the traditional custodians of this land on which we meet, work and live.
 I recognise and respect their continuing connection to the land, waters and communities.
 I pay my respects to Elders past and present and to all Aboriginal and Torres Strait Islanders.*

UNOFFICIAL

Released under FOI Act 1982 by Department of Infrastructure, Transport, Regional Development, Communications and the Arts

s22(1)(a)(ii)

From: BOURNE, Andrew
Sent: Saturday, 29 April 2023 5:44 PM
To: s22(1)(a)(ii)
Cc: HALLINAN, David; Langford, Anita; LEGG, Robyn
Subject: RE: Private Interests Declaration for IIP Strategic Review [SEC=UNOFFICIAL]
Attachments: CURRICULUM VITAE.docx

UNOFFICIAL

Reece

Sorry, I have been advised that we use attached CV template as part of this process. I hope this is not too much trouble to ask that you complete this template and return also.

Regards

Andrew

UNOFFICIAL

From: BOURNE Andrew
Sent: Saturday, 29 April 2023 5:24 PM
To: s22(1)(a)(ii)
Cc: HALLINAN David ; LANGFORD Anita ; LEGG Robyn
Subject: Private Interests Declaration for IIP Strategic Review [SEC=UNOFFICIAL]
Importance: High

UNOFFICIAL

Dear Reece

It was good to talk to you yesterday.

Following on from your conversation with Dave this afternoon, please find attached the Private Interests Declaration form that we would appreciate you completing and returning by late tomorrow morning. I also understand that you will be sending through a copy of your CV.

Please contact me if you have any queries.

Regards

Andrew

Andrew Bourne

First Assistant Secretary • Infrastructure Investment Division
andrew.bourne@infrastructure.gov.au

Executive Assistance: s22(1)(a)(ii) P +61 2 6274 s22(1)(a)(ii) • s22(1)(a)(ii) [@infrastructure.gov.au](mailto:s22(1)(a)(ii)@infrastructure.gov.au)

T (02) 6274 s22(1)(a)(ii) M s22(1)(a)(ii)
 Nggunawal Country, 111 Alinga St; GPO Box 594 Canberra, ACT 2601

Department of Infrastructure, Transport, Regional Development, Communications and the Arts
 CONNECTING AUSTRALIANS • ENRICHING COMMUNITIES • EMPOWERING REGIONS



*I would like to acknowledge the traditional custodians of this land on which we meet, work and live.
I recognise and respect their continuing connection to the land, waters and communities.
I pay my respects to Elders past and present and to all Aboriginal and Torres Strait Islanders.*

UNOFFICIAL

Released under FOI Act 1982 by Department of Infrastructure, Transport, Regional Development, Communications and the Arts

CURRICULUM VITAE

[DELETE ALL DRAFTING NOTES IN RED PRIOR TO SUBMISSION] Please use the fonts, text sizes and formatting set out in this template – i.e. Times New Roman, 12, bold and capitals for the 'CURRICULUM VITAE' heading; Times New Roman, 12 for the body of the CV. Please do not make any changes to the template settings. Please ensure this document is no longer than 1-2 pages.

Name: Dr Julia Ann Person

Former name (s): xxxxxxxxxxxxxxxxx

[Please include middle name(s) where applicable].

Residential address: 14 Any Street
COOGEE NSW 2034

Date of birth: 3 December 1958

Present position: Executive Director, Person Consulting

Educational and professional qualifications:

2002-2004: Masters of Anything, University of Anywhere

1989-2001: xxxxxxxxxxxxx

[If the candidate has many educational and professional qualifications, please include the qualifications that are most relevant to the role].

Relevant experience: 2002-2004: Manager, Institute of Anything

2000-2002: xxxxxxxxxxxxx

1998-2000: xxxxxxxxxxxxx

1995-1998: xxxxxxxxxxxxx

1990-1995: xxxxxxxxxxxxx

Current board memberships:

2000-Present: Director, Board of Anything

Former board memberships:

2000-2003: xxxxxxxxxxxxxxxxxxxxxxxxx

EEO categories (if available): F, PWD

[Denote EEO Categories where known, for example: Aboriginal (A); Torres Strait Islander (TSI); Non-English speaking background - first or second generation (NESB 1/2); female (F); person with a disability (PWD).]

s22(1)(a)(ii)

From: BOURNE, Andrew
Sent: Wednesday, 31 May 2023 12:09 PM
To: s22(1)(a)(ii)
Subject: FW: Private Interests Declaration for IIP Strategic Review [SEC=UNOFFICIAL]
Attachments: Ms Gardiner-Barnes - CV.docx

UNOFFICIAL

UNOFFICIAL

From: BOURNE Andrew
Sent: Saturday, 29 April 2023 5:56 PM
To: s22(1)(a)(ii)
Cc: HALLINAN David <David.Hallinan@infrastructure.gov.au>; LANGFORD Anita <Anita.Langford@infrastructure.gov.au>; LEGG Robyn <Robyn.Legg@infrastructure.gov.au>
Subject: RE: Private Interests Declaration for IIP Strategic Review [SEC=UNOFFICIAL]

UNOFFICIAL

Clare
Sorry I should have provided your previous draft CV template for you to update. Please find this attached.
Regards
Andrew

UNOFFICIAL

From: BOURNE Andrew
Sent: Saturday, 29 April 2023 5:28 PM
To: s22(1)(a)(ii)
Cc: HALLINAN David <David.Hallinan@infrastructure.gov.au>; LANGFORD Anita <Anita.Langford@infrastructure.gov.au>; LEGG Robyn <Robyn.Legg@infrastructure.gov.au>
Subject: Private Interests Declaration for IIP Strategic Review [SEC=UNOFFICIAL]

UNOFFICIAL

Dear Clare

It was good to talk to you yesterday.

Following on from your conversation with Dave this afternoon, please find attached the Private Interests Declaration form that we would appreciate you completing and returning by late tomorrow morning. I also understand that you will be sending through a copy of your CV.

Please contact me if you have any queries.

Regards
Andrew

Andrew Bourne

First Assistant Secretary • Infrastructure Investment Division
andrew.bourne@infrastructure.gov.au

Executive Assistance: s22(1)(a)(ii) P +61 2 6274 s22(1)(a)(ii) • s22(1)(a)(ii) @infrastructure.gov.au

T (02) 6274 s22 M s22(1)(a)(ii)
Ngunnawal Country, 111 Alinga St; GPO Box 594 Canberra, ACT 2601

Department of Infrastructure, Transport, Regional Development, Communications and the Arts
CONNECTING AUSTRALIANS • ENRICHING COMMUNITIES • EMPOWERING REGIONS

infrastructure.gov.au



*I would like to acknowledge the traditional custodians of this land on which we meet, work and live.
I recognise and respect their continuing connection to the land, waters and communities.
I pay my respects to Elders past and present and to all Aboriginal and Torres Strait Islanders.*

UNOFFICIAL

UNOFFICIAL

Released under FOI Act 1982 by Department of Infrastructure, Transport, Regional Development, Communications and the Arts

CURRICULUM VITAE

Full Name: Clare Gardiner-Barnes

Former name (s): [DELETE IF N/A]

[Please include middle name(s) where applicable].

Residential address: xxx

Date of birth: xxx

Present position: Professional Leadership Coach and Consultant, CGB Consulting Pty Ltd

Educational and professional qualifications:

2018-2018: Graduate, Australian Institute of Company Directors

2017-2017: Companion, Engineers Australia

19xx-1998: Masters of Social Welfare Administration and Planning, University of Queensland

199x-1993: Graduate Diploma arts: Leadership Studies, Australian Catholic University

198x-1985: Diploma Teaching (Primary), McAuley College

Relevant experience: 2019-2021: Head – Strategy, Planning and Innovation, Infrastructure NSW

2015-2019: Deputy Secretary – Freight, Strategy and Planning, Transport for NSW

2013-2015: Chief Executive, Transport, Northern Territory Government

Current board memberships:

2020-Present: Non-executive Director, Women and Girls Emergency Centre

Former board memberships:

2019-2021: Delegated Member, Procurement Board, NSW Government

2016-2021: Board Member, NSW Telco Authority

2016-2021: Non-executive Director, Roads Australia

2015-2021: Emerita Board of Advice Member, University of Sydney Institute of Transport Logistics Studies

2017-2019: Chair Advisory Board, University of Wollongong, Industrial Transformation Training Centre - Rail

2013-2015: Non-executive Director, AustralAsia Railway Corporation

2013-2015: Non-executive Director and Deputy Chair, AustRoads

EEO categories
(if available):

F, PWD

Denote EEO Categories where known, for example:

Female (F);

Aboriginal (A);

Torres Strait Islander (TSI);

Non-English speaking background - first or second generation (NESB 1/2);

Person with a disability (PWD)

Released under FOI Act 1982 by Department of Infrastructure, Transport, Regional Development, Communications and the Arts

s22(1)(a)(ii)

From: BOURNE, Andrew
Sent: Saturday, 29 April 2023 5:28 PM
To: s22(1)(a)(ii)
Cc: HALLINAN, David; Langford, Anita; LEGG, Robyn
Subject: Private Interests Declaration for IIP Strategic Review [SEC=UNOFFICIAL]
Attachments: PRIVATE INTERESTS DECLARATION (003).docx

UNOFFICIAL

Dear Clare

It was good to talk to you yesterday.

Following on from your conversation with Dave this afternoon, please find attached the Private Interests Declaration form that we would appreciate you completing and returning by late tomorrow morning. I also understand that you will be sending through a copy of your CV.

Please contact me if you have any queries.

Regards
 Andrew

Andrew Bourne

First Assistant Secretary • Infrastructure Investment Division
andrew.bourne@infrastructure.gov.au

Executive Assistance: s22(1)(a)(ii) • P +61 2 6274 s22(1)(a)(ii) • s22(1)(a)(ii) [@infrastructure.gov.au](mailto:s22(1)(a)(ii)@infrastructure.gov.au)

T (02) 6274 s22(1)(a)(ii); M s22(1)(a)(ii)
 Nggunawal Country, 111 Alinga St; GPO Box 594 Canberra, ACT 2601

Department of Infrastructure, Transport, Regional Development, Communications and the Arts
CONNECTING AUSTRALIANS • ENRICHING COMMUNITIES • EMPOWERING REGIONS

infrastructure.gov.au



*I would like to acknowledge the traditional custodians of this land on which we meet, work and live.
 I recognise and respect their continuing connection to the land, waters and communities.
 I pay my respects to Elders past and present and to all Aboriginal and Torres Strait Islanders.*

UNOFFICIAL

UNOFFICIAL

PRIVATE INTERESTS DECLARATION

PROPOSED POSITION & ORGANISATION

**Ms Clare Gardner Barnes, Reviewer, Independent Strategic Review of
the Infrastructure Investment Program**

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

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

ASSURANCE

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

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

.....
Name

.....
Signature

.....
Date

PRIVATE INTERESTS DECLARATION - ATTACHMENT

PROPOSED POSITION & ORGANISATION

**Ms Clare Gardner Barnes, Reviewer, Independent Strategic Review
of the Infrastructure Investment Program**

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

| QUESTION | DETAILS AND CONFLICT MITIGATION STRATEGY |
|----------|--|
| | |

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

.....

Name

.....

Signature

.....

Date

s22(1)(a)(ii)

From: LEGG, Robyn
Sent: Wednesday, 7 June 2023 3:35 PM
To: s22(1)(a)(ii)
Subject: FW: IIP review - point of contact and documents - Waldock [SEC=OFFICIAL]
Attachments: IIP review Terms of Reference.pdf; 05. a. DRAFT Contract (CCS) - Strategic Review - RW for comment.docx

OFFICIAL

OFFICIAL

From: LEGG Robyn
Sent: Monday, 1 May 2023 6:38 PM
To: s22(1)(a)(ii)
Cc: s22(1)(a)(ii) @infrastructure.gov.au>; BOURNE Andrew <Andrew.Bourne@infrastructure.gov.au>; HALLINAN David <David.Hallinan@infrastructure.gov.au>
Subject: IIP review - point of contact and documents - Waldock [SEC=OFFICIAL]

OFFICIAL

Dear Mr Waldock

I am writing to introduce myself and to pass on a number of initial documents relating to the upcoming review of the Infrastructure Investment Program. My name is Robyn Legg (details below) and I will be bringing together a team of people in the Department to support you and the other reviewers as needed. Please feel free to reach out to me at any time.

Please find enclosed:

- Draft ToR for the Review – the final ToR are pending agreement from the Prime Minister but Minister King's office has asked that we share them with you in the interim and ask for any feedback by tomorrow am (2 May). Please note that these are not for further distribution.
- Short biography below with a photo - please let us know if you have any comments on the information included and whether you might have a higher quality/preferred photo for use
- A draft contract for your consideration, if you have questions or concerns please reach out and equally if you are happy then please let us know and we will send through the final for your signature.

Biography



Mr Reece Waldock AM is Chair of the Planning and Research Centre, former Chair of the South Australian Public Transport Advisory Board, and former Director of Infrastructure Australia. He has held a number of positions within the WA Government including Director-General of the Department of Transport, Commissioner for Main Roads and the Chief Executive Officer of the Public Transport Authority.

You are welcome to return comments on any of the above to me by email.

Kind regards

Robyn Legg

Assistant Secretary • IIP Review • Infrastructure Investment Division

Robyn.Legg@infrastructure.gov.au

P +61 2 6274 s22 M +61 s22(1)(a)

GPO Box 594 Canberra, ACT 2601

Department of Infrastructure, Transport, Regional Development, Communications and the Arts
CONNECTING AUSTRALIANS • ENRICHING COMMUNITIES • EMPOWERING REGIONS

infrastructure.gov.au



*I would like to acknowledge the traditional custodians of this land on which we meet, work and live.
 I recognise and respect their continuing connection to the land, waters and communities.
 I pay my respects to Elders past and present and to all Aboriginal and Torres Strait Islanders.*

Making Flexibility Work - if you receive an email from me outside normal business hours, I'm sending it at a time that suits me. Unless it's marked urgent, I'm not expecting you to read or reply until normal business hours

OFFICIAL

Released under FOI Act 1982 by Department of Infrastructure, Transport, Regional Development, Communications and the Arts

Terms of Reference for the Independent Strategic Review of the Infrastructure Investment Program

Context

The Australian Government is committed to delivering a pipeline of land transport infrastructure projects that is sustainable, aligned to market capacity and comprised of nationally significant projects.

In recent years, the Infrastructure Investment Program (IIP) has drifted away from a focus on projects of national significance. In addition, current market capacity issues and an inflationary environment have created budgetary pressures and deliverability challenges for infrastructure projects across the nation. In light of this, the Government commenced reviewing the IIP in the October 2022-23 Budget. While a number of projects were cancelled or deferred, further reform of the IIP is necessary to ensure a credible and sustainable pipeline of projects.

The Government has decided to maintain its commitment to an infrastructure investment pipeline of \$120 billion over ten years to provide certainty to the market and ensure a rolling program of sustainable investment. However, the Government is commissioning an independent strategic review of the IIP. The review will be undertaken by Mr Reece Waldock AM, Ms-Clare-Gardiner-Barnes and Mr Mike Mrdak AO. The review will ensure that federally funded infrastructure projects meet government policy objectives and deliver benefits for Australians.

The review is not designed to consider projects already under construction nor will it consider the Commonwealth's 2022 election commitments.

Objectives

The review will:

- a) assess projects funded under the IIP and make recommendations on the merits of projects continuing, having regard to:
 - i. the draft Infrastructure Policy Statement;
 - ii. the *National Land Transport Act 2014* (Cth);
 - iii. a project's business case (including cost benefit analysis);
 - iv. any relevant advice from Infrastructure Australia;
 - v. deliverability in the current market and macroeconomic conditions;
 - vi. complementary policy objectives, such as the transition to a net zero economy, urban planning, regional development and resilience, and increasing the availability of housing supply; and
 - vii. the implications of ceasing, deferring or bringing forward projects having regard to matters such as industry capability, and the impact on regional and remote Australian communities.
- b) make recommendations for transitioning the IIP to a sustainable 10-year rolling pipeline that targets appropriately costed, nationally significant infrastructure projects, as well as assessing:
 - i. strategies for smoothing the pipeline to manage peaks and troughs;
 - ii. whether Commonwealth-state funding arrangements are commensurate with the level of Commonwealth agency in project delivery; and
 - iii. the merits of funding such projects through Commonwealth debt or other arrangements.

- c) make recommendations on reforms to ongoing and terminating infrastructure investment sub-programs, including whether sub-programs:
 - i. are appropriate for delivering the Government's strategic priorities, including supporting safety, resilience and maintenance outcomes; and
 - ii. could be delivered more efficiently and effectively, having regard to the constitutionality of programs.
- d) consider other relevant projects or matters as agreed in consultation with relevant jurisdictions.

Deliverables

The review will be undertaken within 90 days and the reviewers will engage with relevant government and industry stakeholders. Secretariat support for the review will be provided by the Department of Infrastructure, Transport, Regional Development, Communications and the Arts. The reviewers will provide a report to the Minister for Infrastructure, Transport, Regional Development and Local Government following the conclusion of the review. The Minister will then work closely with state and territory infrastructure and transport Ministers to agree projects for ongoing federal investment.



Australian Government

Commonwealth Contract – Services

Reference ID: Independent Strategic Review of the Infrastructure Investment Program 2023

Customer

Customer Name: Department of Infrastructure, Transport, Regional Development and Communications and the Arts
Customer ABN: 86 267 354 017
Address: GPO Box 594
Canberra City ACT 2601

Supplier

Full Name of the Legal Entity:

Address:

Released under FOI Act 1982 by Department of Infrastructure, Transport, Regional Development, Communications and the Arts

Statement of Work

C.A.1 Key Events and Dates

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

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

| Event | Details |
|----------------------------|--|
| Contract Start Date: | Monday, 15 May 2023 |
| Contract Term: | This Contract will terminate on Friday, 31 July 2023. |
| Contract Extension Option: | This Contract includes the following extension option(s): a period of no more than three (3) calendar months, exercisable at the Customer's sole discretion. |

C.A.2 The Requirement

1. Prepare a work plan for approval by the Customer, setting out how the Supplier will conduct the Review in a manner consistent with the Terms of Reference (ToRs) for the Independent Strategic Review (Review) (at Appendix A), and meet the timeframes specified in clause C.A.2(d) below (Work Plan).
2. Undertake the Review in accordance with the approved Work Plan.
3. Consult with relevant stakeholders on the matters raised in the ToRs.
4. Prepare a draft Review report (Draft Report) that has regard to stakeholder input and includes details of findings and recommendations in regards to the ToRs, one week prior to the end of the Contract term.
5. Provide the Customer with the Draft Report for its comment.
6. Provide the Customer with a Final Review report for the Minister for Infrastructure, Transport, Regional Development and Local Government and the Minister for Finance that takes into consideration any comments provided by the Customer in relation to the Draft Report (Final Report).
7. Present the findings of, and recommendations included in, the Final Report to the Customer, the Minister for Infrastructure, Transport, Regional Development and Local Government, the Minister for Finance and any other key stakeholders as notified by the Customer to the Supplier.

C.A.2(a) Standards

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

Web Content Accessibility

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

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

C.A.2(b) Security Requirements

Supplier personnel may be required to be cleared to a minimum level of Baseline.

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

Prior to commencement of this Contract, the Customer's Contract Manager and the Supplier's Contract Manager will identify any potential work health and safety (WHS) issues anticipated to arise during the term of this contract and assign management of each issue identified to the party best able to manage it.

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

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

C.A.2(d) Delivery and Acceptance

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

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

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

| Milestone Description | Contact for Delivery | Delivery Location/Email | Due Date |
|---|---|--|---|
| Prepare a Work Plan for Customer approval | Robyn Legg Assistant Secretary, Infrastructure Investment Program Review Taskforce | Robyn.Legg@infrastructure.gov.au | Mid May 2023 |
| Prepare draft stakeholder engagement plan | Robyn Legg Assistant Secretary, Infrastructure Investment Program Review Taskforce | Robyn.Legg@infrastructure.gov.au | Mid May 2023 |
| Provide the Customer with a copy of the Draft Review Report for its comment | Robyn Legg Assistant Secretary, Infrastructure Investment Program Review Taskforce | Robyn.Legg@infrastructure.gov.au | Mid-End July 2023 |
| Provide the Customer with a Final Review Report for the Minister for Infrastructure, Transport, Regional Development and Local Government | Robyn Legg Assistant Secretary, Infrastructure Investment Program Review Taskforce | Robyn.Legg@infrastructure.gov.au | End July 2023 (one week prior to the end of the Contract term) |
| Presentation of final report to the Customer, the Minister for Infrastructure, Transport, Regional Development and Local Government | Robyn Legg Assistant Secretary, Infrastructure Investment Program Review Taskforce | Robyn.Legg@infrastructure.gov.au | End July 2023, date to be within 90 days of commencement of the review |

The Supplier must inform the Customer as soon as practicable if it becomes likely the Supplier will fail to deliver a Milestone/Deliverable by the Due Date as set out in the table above.

C.A.2(e) Meetings

The Supplier is required to attend meetings, including by video-conferencing, teleconference or in person, in connection with the Review and on an ad hoc basis as required by the Customer.

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

The Customer will provide the Supplier with secretariat support, as needed, and limited to:

- I. arranging any required engagement sessions with stakeholders;
- II. arranging venues and invitations for those engagement sessions with stakeholders, if applicable;
- III. providing administrative support, including assistance with recording meeting outcomes of engagement sessions with stakeholders;
- IV. arranging Supplier's travel and accommodation reasonably required in connections with the Services; and
- V. assisting the Supplier with the research, presentation, and preparation of the Report(s).

The secretariat support or any other assistance provided by the Customer will not in any way relieve the Supplier of its obligations under this Contract.

When required, travel will be arranged for the Supplier in accordance with the Customer's Accountable Authority Instruction (AAI) for official travel.

C.A.2(g) Customer Material

The Customer may at its absolute discretion provide copies of relevant information, data, submissions, documentation or other relevant contextual material to the Supplier for the Supplier's use in conducting the Review.

In accordance with clause C.C.22c [*Confidential Information*], the Supplier agrees that any confidential information pertaining to the Customer will not be disclosed, unless disclosure is required by law or a stock exchange.

C.A.2(h) Conflicts of Interest

The Supplier has declared that it has Conflicts of Interest (COI) relevant to the performance of its obligations under this Contract. During the Contract Term the Supplier agrees to implement any COI management strategies specified in **Annex 1 - Conflicts of Interest Management Plan** and keep the Customer informed of all relevant details relating to COI specified below:

To be inserted at a later date.

In addition to the Supplier's obligations under clause C.C.3 [*Conflict of Interest*], the Supplier also agrees to comply with any additional requirements notified by the Customer from time to time in relation to the management of this conflict.

C.A.2(i) Public Interest Disclosure

For information about how to make a Public Interest Disclosure, please refer to the information provided on the Customer's website: <https://www.infrastructure.gov.au/contact-us/public-interest-disclosures>.

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

| | |
|----------------|---------------------------|
| Name/Position: | An Authorised Officer |
| Email Address: | PID@infrastructure.gov.au |
| Telephone: | 1800 075 001 |

C.A.2(j) Complaints Handling

Any complaints relating to this contract should be referred to:

| | |
|----------------|--|
| Name/Position: | Andrew Bourne |
| Email Address: | First Assistant Secretary, Infrastructure Investment Program |
| Telephone: | 02 6275 522 |

C.A.3 Contract Price

The maximum Contract Price inclusive of GST and all taxes and charges will not exceed s22(1)(a)(ii) as set out below.

Fee Rates

| Position Role/Level | Maximum Allowable Days | Daily Fee (GST Inclusive) | Total Fee (GST Inclusive) |
|--|------------------------|---------------------------|---------------------------|
| Independent Reviewer – Infrastructure Investment Program | 60 | s22(1)(a)(ii) | s22(1)(a)(ii) |

Total Fees s22(1)(a)(ii) GST Inclusive

The Supplier must only charge Fees for the time actually expended in performing the Services.

The Daily Fee specified in the tables above is intended to represent the maximum amount the Supplier is entitled to charge in circumstances where the Supplier provides Services for eight (8) hours or more on any given day.

For the avoidance of doubt, where the Supplier provides Services for less than eight (8) hours on any given day, the Supplier will be entitled to charge for that time at the rate of s22(1)(a)(ii) (GST inclusive) per hour.

Adjustment to Fixed Pricing for Contract Variation/Extension

Not Applicable

Expenses

The Supplier may only claim reimbursement for expenses when the expense is nominated in the table below.

Additionally:

- all domestic air travel and accommodation will be booked and paid directly by the Customer on behalf of the Supplier,
- amounts claimed for other travel-related expenses must not exceed the total amount specified in **Table 2** of [TD 2022/10](#) or the applicable financial year's Taxation Determination issued by the Australian Taxation Office, and
- a claim for reimbursement is submitted supported by a copy of the paid Tax Invoice.

| Description/Comments | Cost GST Exclusive | GST Component | Total Cost GST Inclusive |
|-------------------------|--------------------|---------------|--------------------------|
| Travel-related expenses | See (b) above | | |

C.A.3(a) Payment Schedule

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

Payment of the Fees (inclusive of any GST and all taxes and charges) will be made in accordance with clause C.A.3 upon receipt of a Correctly Rendered Invoice after completion of each Milestone/Deliverable by the relevant dates set out in clause C.A.2(d).

C.A.4 Contract Managers and Addresses for Notices

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

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

The person occupying the position of: Assistant Secretary, Infrastructure Investment Program Review Taskforce

Currently: Robyn Legg

Telephone: 02 6274 s22

Mobile:

Email Address: Robyn.Legg@infrastructure.gov.au

Postal Address: GPO Box 594

CANBERRA ACT 2601

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

Addressee Name/Position Title: Invoices/Procurement

Telephone: 02 6274 s22

Peppol ID:

Email Address: invoices@infrastructure.gov.au

Postal Address: GPO Box 594

CANBERRA ACT 2601

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

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

Name:

Position Title:

Telephone:

Mobile:

Email Address:

Postal Address:

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

Name:

Position Title:

Email Address:

Postal Address:

Released under FOI Act 1982 by Department of Infrastructure, Transport, Regional Development, Communications and the Arts

C.A.5 Specified Personnel

Not Applicable

C.A.6 Subcontractors

None Specified

Released under FOI Act 1982 by Department of Infrastructure, Transport, Regional Development, Communications and the Arts

Additional Contract Terms

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

C.B.1 Confidential Information of the Supplier

Not Applicable

C.B.2 Payment Terms

Where the Customer and the Supplier both have the capability to deliver and receive eInvoices through the Peppol framework and have agreed to use eInvoicing, following receipt of a Correctly Rendered Invoice, including acceptance of the Goods and/or Services by the Customer, the Customer will pay the amount of a Correctly Rendered Invoice to the Supplier within five (5) calendar days after receiving it, or if this day is not a Business Day, on the next Business Day.

In all other circumstances following receipt of a Correctly Rendered Invoice, including acceptance of the Goods and/or Services by the Customer, the Customer will pay the amount of a Correctly Rendered Invoice to the Supplier within twenty (20) calendar days after receiving it, or if this day is not a Business Day, on the next Business Day.

Where the Customer fails to make a payment to the Supplier by the Business Day it is due, the Customer will pay the unpaid amount plus interest on the unpaid amount, provided the amount of interest payable under this clause exceeds A\$100.

Interest payable under this clause will be simple interest calculated in respect of each calendar day from the day after the amount was due and payable, up to and including the day that the Customer effects payment, calculated using the General Interest Charge Rate as published on the Australian Taxation Office website [https://www.ato.gov.au/Rates/General-interest-charge-\(GIC\)-rates/](https://www.ato.gov.au/Rates/General-interest-charge-(GIC)-rates/).

Contract Annex 1 – Conflicts of Interest Management Plan

Contract Annex 2 – Supplementary Information

Terms of Reference to be attached as Appendix A.

Released under FOI Act 1982 by Department of Infrastructure, Transport, Regional Development, Communications and the Arts

Commonwealth Contract Terms

C.C.1 Background

- 1.1 The Customer requires the provision of certain Goods and/or Services. The Supplier has fully informed itself on all aspects of the Customer's requirements and has responded representing that it is able to meet the Requirement.
- 1.2 Some terms used in these Commonwealth Contract Terms have been given a special meaning. Their meanings are set out in the Commonwealth Contracting Suite (CCS) Glossary and Interpretation or in the Contract.

C.C.2 Relationship of the Parties

- 2.1 By virtue of this Contract, neither Party is the employee, agent, officer or partner of the other Party nor authorised to bind or represent the other Party.
- 2.2 Each Party must ensure that its officers, employees, agents or Subcontractors do not represent themselves as being an officer, employee, partner or agent of the other Party.
- 2.3 In all dealings related to the Contract, the Parties agree to:
 - a) communicate openly with each other and cooperate in achieving the contractual objectives
 - b) act honestly and ethically
 - c) comply with reasonable commercial standards of fair conduct
 - d) consult, cooperate and coordinate activities to identify and address any overlapping work health and safety responsibilities aimed at ensuring the health and safety of workers and workplaces, and
 - e) comply with all reasonable directions and procedures relating to work health and safety, record keeping and security in operation at each other's premises or facilities whether specifically informed or as might reasonably be inferred from the circumstances.

C.C.3 Conflicts of Interest

- 3.1 The Supplier warrants that, other than as previously declared in writing to the Customer at the commencement of the Contract, no Conflicts of Interest exist, relevant to the performance by the Supplier of its obligations under the Contract.
- 3.2 At any time during the term of the Contract, the Customer may require the Supplier to execute a Conflicts of Interest declaration in the form specified by the Customer.
- 3.3 As soon as the Supplier becomes aware that a Conflict of Interest has arisen, or is likely to arise during the term of the Contract, the Supplier will:
 - a) immediately report it to the Customer
 - b) provide the Customer with a written report setting out all relevant information within three (3) Business Days, and
 - c) comply with any reasonable requirements notified by the Customer relating to the Conflict of Interest.

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

C.C.4 Precedence of Documents

- 4.1 The Contract is comprised of:
 - a) Additional Contract Terms (if any)
 - b) If the Contract is issued under a DoSO, the Contract Details Schedule
 - c) Statement of Work
 - d) Commonwealth Contract Terms
 - e) CCS Glossary and Interpretation, and
 - f) additional Contract annexes (if any), unless otherwise agreed in writing between the Parties.
- 4.2 If there is ambiguity or inconsistency between documents comprising the Contract, the document appearing higher in the list will have precedence to the extent of the ambiguity or inconsistency.
- 4.3 The Contract may be signed and dated by the Parties on separate, but identical, copies. All signed copies constitute one (1) Contract.

C.C.5 Governing Law

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

C.C.6 Entire Agreement

- 6.1 The Contract represents the Parties' entire agreement in relation to the subject matter, at the time this Contract was executed.
- 6.2 Anything that occurred before the making of this Contract shall be disregarded (unless incorporated into the Contract in writing). However, the Supplier represents that the claims made in its Response to the ATM or the RFQ as relevant remain correct.
- 6.3 Any agreement or understanding to vary or extend the Contract will not be legally binding upon either Party unless in writing and agreed by both Parties.
- 6.4 If either Party does not exercise (or delays in exercising) any of its contractual rights, that failure or delay will not prejudice those rights.

C.C.7 Survival

- 7.1 All Additional Contract Terms (if any), plus clauses: C.C.14 [Liability of the Supplier], C.C.17 [Supplier Payments], C.C.20 [Transition Out], and C.C.21 [Compliance with Law and Policy], survive termination or expiry of the Contract.

C.C.8 Notices

- 8.1 A Notice is deemed to be delivered:
 - a) if delivered by hand - on delivery to the relevant address
 - b) if sent by registered post - on delivery to the relevant address, or

Commonwealth Contract Terms

- c) if transmitted by email or other electronic means when it becomes capable of being retrieved by the addressee at the relevant email or other electronic address.
- 8.2 A Notice received after 5:00 pm, or on a day that is not a working day in the place of receipt, is deemed to be delivered on the next working day in that place.
- C.C.9 Assignment**
- 9.1 The Supplier may not assign any rights under the Contract without the Customer's written consent. To seek consent, the Supplier must provide the Customer with a Notice, which includes full details of the proposed assignee and the rights the Supplier proposes to assign.
- 9.2 To decline consent, the Customer must provide a Notice to the Supplier, setting out its reasons, within twenty (20) Business Days, or such other time as agreed between the Parties, of receiving the Notice seeking consent. Otherwise, the Customer is taken to have consented.
- C.C.10 Subcontracting**
- 10.1 Subcontracting any part of, or the entire Supplier's obligations under the Contract, will not relieve the Supplier from any of its obligations under the Contract.
- 10.2 The Supplier must ensure that Subcontractors specified in the Contract (if any) perform that part of the Services specified in the Contract. The Supplier must not subcontract any part of its obligations under the Contract, or replace approved Subcontractors, without prior written consent of the Customer. The Customer's written consent will not be unreasonably withheld.
- 10.3 At the Customer's request, the Supplier, at no additional cost to the Customer, must promptly remove from involvement in the Contract any Subcontractor that the Customer reasonably considers should be removed.
- 10.4 The Supplier must make available to the Customer the details of all Subcontractors engaged to provide the Goods and/or Services under the Contract. The Supplier acknowledges that the Customer may be required to publicly disclose such information.
- 10.5 The Supplier must ensure that any subcontract entered into by the Supplier, for the purpose of fulfilling the Supplier's obligations under the Contract, imposes on the Subcontractor the same obligations that the Supplier has under the Contract (including this requirement in relation to subcontracts).
- C.C.11 Delivery and Acceptance**
- 11.1 The Supplier must provide the Goods and/or Services as specified in the Contract and meet any requirements and standard specified in the Contract.
- 11.2 The Supplier must promptly notify the Customer if the Supplier becomes aware that it will be unable to provide all or part of the Goods and/or Services specified in the Contract and advise the Customer when it will be able to do so.
- 11.3 Any Goods must be delivered free from any security interest. Unless otherwise stated in the Contract, Goods must be new and unused. Any Services must be provided to the higher of the standard that would be expected of an experienced, professional supplier of similar services and any standard specified in the Contract.
- 11.4 The Customer may reject the Goods and/or Services within ten (10) Business Days after delivery or such longer period specified in the Contract ("Acceptance Period"), if the Goods and/or Services do not comply with the requirements of the Contract.
- 11.5 If during the Acceptance Period circumstances outside the Customer's reasonable control cause a delay in the Customer's evaluation of the compliance of the Goods and/or Services with the Contract, the Customer may give the Supplier a Notice before the end of the original Acceptance Period, setting out the reason for the delay and the revised Acceptance Period date (which must be reasonable having regard to the circumstances causing the delay).
- 11.6 If the Customer does not notify the Supplier of rejection within the Acceptance Period (as extended if applicable), the Customer will be taken to have accepted the Goods and/or Services, though the Customer may accept the Goods and/or Services sooner. Title to Goods transfers to the Customer only on acceptance.
- 11.7 If the Customer rejects the Goods and/or Services, the Customer must issue a Notice clearly stating the reason for rejection and the remedy the Customer requires. No payment will be due for rejected Goods and/or Services until their acceptance.
- C.C.12 Licences Approvals and Warranties**
- 12.1 At no cost to the Customer, the Supplier must obtain and maintain all Intellectual Property Rights, licences or other approvals required for the lawful provision of the Goods and/or Services and arrange any necessary customs entry for any Goods.
- 12.2 The Supplier must provide the Customer with all relevant third party warranties in respect of Goods. If the Supplier is a manufacturer, the Supplier must provide the Customer with all standard manufacturer's warranties in respect of the Goods it has manufactured and supplied.
- 12.3 To the extent permitted by laws and for the benefit of the Customer, the Supplier consents, and must use its best endeavours to ensure that each author of Material consents in writing, to the use by the Customer of the Material, even if the use may otherwise be an infringement of their Intellectual Property Rights and/or Moral Rights.
- C.C.13 Specified Personnel**
- 13.1 The Supplier must ensure that the Specified Personnel set out in the Contract (if any) perform

Commonwealth Contract Terms

the part of the Services specified in that item. The Supplier must ensure that Specified Personnel (if any) are not replaced without the prior written consent of the Customer. The Customer's written consent will not be unreasonably withheld.

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

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

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

C.C.14 Liability of the Supplier

- 14.1 The Supplier will indemnify the Customer for any damage claim, cost or loss resulting from any negligent or wilful breach of its obligations or representations under the Contract by the Supplier or its officers, employees, agents or Subcontractors.
- 14.2 The Supplier's obligation to indemnify the Customer will reduce proportionally to the extent that the Customer has contributed to the claim, cost or loss.
- 14.3 Where the Supplier is a member of a scheme operating under Schedule 4 of the *Civil Law (Wrongs) Act 2002* (ACT), or any corresponding Commonwealth, State, Territory or legislation that limits civil liability arising from the performance of their professional services, and where that scheme applies to the Goods and/or Services delivered under the Contract, the Supplier's liability under this clause shall not exceed the maximum amount specified by that scheme or legislation.
- 14.4 The Supplier will maintain adequate insurances for the Contract and provide the Customer with proof when reasonably requested.

C.C.15 Termination or Reduction for Convenience

- 15.1 In addition to any other rights either Party has under the Contract,
- a) the Customer acting in good faith, may at any time, or
 - b) the Supplier, acting in good faith, may notify that it wishes to,
- terminate the Contract or reduce the scope or quantity of the Goods and/or Services by providing a Notice to the other Party.
- 15.2 If the Supplier issues a Notice under this clause, the Supplier must comply with any reasonable directions given by the Customer. The Contract will terminate, or the scope will be reduced in accordance with the Notice, when the Supplier has complied with all of those directions.
- 15.3 If the Customer issues a Notice under this clause, the Supplier must stop or reduce work in

accordance with the Notice and comply with any reasonable directions given by the Customer.

- 15.4 In either case, the Supplier must mitigate all loss and expenses in connection with the termination or reduction in scope (including the costs of its compliance with any directions). The Customer will pay the Supplier for Goods and/or Services accepted in accordance with C.C.11 [Delivery and Acceptance] and the Contract before the effective date of termination or reduction.
- 15.5 If the Customer issues a Notice under this clause, the Customer will also pay the Supplier for any reasonable costs the Supplier incurs that are directly attributable to the termination or reduction, provided the Supplier substantiates these costs to the satisfaction of the Customer.
- 15.6 Under no circumstances will the total of all payments to the Supplier exceed the Contract Price. The Supplier will not be entitled to loss of anticipated profit for any part of the Contract not performed.

C.C.16 Termination for Cause

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

Commonwealth Contract Terms

C.C.17 Supplier Payments

- 17.1 If the Supplier is required to submit an invoice to trigger payment, the invoice must be a Correctly Rendered Invoice.
- 17.2 The Supplier must promptly provide to the Customer such supporting documentation and other evidence reasonably required by the Customer to substantiate performance of the Contract by the Supplier.
- 17.3 Payment of any invoice is payment on account only, and does not substantiate performance of the Contract.
- 17.4 If the Supplier owes any amount to the Customer in connection with the Contract, the Customer may offset that amount, or part of it, against its obligation to pay any Correctly Rendered Invoice.

C.C.18 Dispute Resolution

- 18.1 For any dispute arising under the Contract both the Supplier and the Customer agree to comply with (a) to (e) of this clause sequentially:
 - a) both Contract Managers will try to settle the dispute by direct negotiation
 - b) if unresolved within five (5) Business Days, the Contract Manager claiming that there is a dispute will give the other Contract Manager a Notice setting out details of the dispute and proposing a solution. The date the dispute Notice is issued will be the date of the Notice ("Notice Date")
 - c) if the proposed solution is not accepted by the other Contract Manager within five (5) Business Days of the Notice Date, each Contract Manager will nominate a more senior representative, who has not had prior direct involvement in the dispute. These representatives will try to settle the dispute by direct negotiation
 - d) failing settlement within twenty (20) Business Days of the Notice Date, the Customer will, without delay, refer the dispute to an appropriately qualified mediator selected by the Customer or, at the Customer's discretion, to the chairperson of an accredited mediation organisation to appoint a mediator, for mediation to commence within thirty (30) Business Days of the Notice Date or such other period as agreed by the Parties, and
 - e) If the dispute is not resolved within sixty (60) Business Days of the Notice Date, either the Supplier or the Customer may commence legal proceedings or, by agreement, continue the mediation process for a period agreed by the Parties.
- 18.2 Representatives for the Supplier and the Customer must attend the mediation. The nominated representatives must have the authority to bind the relevant Party and act in good faith to genuinely attempt to resolve the dispute.
- 18.3 The Supplier and the Customer will each bear their own costs for dispute resolution. The Customer will bear the costs of a mediator.

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

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

C.C.19 Transition In

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

C.C.20 Transition Out

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

C.C.21 Compliance with Law and Policy

- 21.1 The Supplier must comply with, and ensure its officers, employees, agents and Subcontractors comply with all laws applicable to the performance of this Contract and warrants that it will not cause the Customer to breach any laws.
- 21.2 The Supplier must comply with, and ensure its officers, employees, agents and Subcontractors comply with any Commonwealth policies relevant to the Goods and/or Services.
- 21.3 The Supplier agrees to provide such reports and other information regarding compliance with applicable law and Commonwealth policy as reasonably requested by the Customer or as otherwise required by applicable law or policy.
- 21.4 If the Supplier becomes aware of any actual or suspected breach of the requirements set out in 21.A to 21.J below, or any other applicable law or Commonwealth policy, it must:
 - a) immediately report it to the Customer and provide a written report on the matter within three (3) Business Days unless otherwise set out in these Terms, and
 - b) comply with any reasonable directions by the Customer in relation to any investigation or further reporting of the actual or suspected breach.

21.A Access to Supplier's Premises and Records

- A.1 The Supplier must maintain and ensure its Subcontractors maintain proper business and accounting records relating to the supply of the Goods and/or Services and performance of the Contract.
- A.2 The Supplier agrees to provide to the Customer, or its nominee, access to the Supplier's or its Subcontractor's premises, personnel, computer systems, documents and other records, and all assistance reasonably requested, for any purpose associated with the Contract or any review of the Supplier's or the Customer's performance under

Commonwealth Contract Terms

- the Contract, including in connection with a request made under the *Freedom of Information Act 1982* (Cth) or an audit or review by the Australian National Audit Office.
- A.3 Unless the access is required for an urgent purpose, the Customer will provide reasonable prior notice to the Supplier.
- A.4 If requested by the Supplier, the Customer will reimburse the Supplier's substantiated reasonable cost for complying with the Customer's request, unless the access is required for the purpose of a criminal investigation into the Supplier, its officers, employees, agents or Subcontractors.
- A.5 The Supplier must not transfer, or permit the transfer of, custody or ownership, or allow the destruction, of any Commonwealth record (as defined in the *Archives Act 1983* (Cth)) without the prior written consent of the Customer. All Commonwealth records, including any held by Subcontractors, must be returned to the Customer at the conclusion of the Contract.
- 21.B Privacy Act 1988 (Cth) Requirements**
- B.1 In providing the Goods and/or Services, the Supplier agrees to comply, and to ensure that its officers, employees, agents and Subcontractors comply with the *Privacy Act 1988* (Cth) and not to do anything, which if done by the Customer would breach an Australian Privacy Principle as defined in that Act.
- 21.C Notifiable Data Breaches**
- C.1 If the Supplier suspects that there may have been an Eligible Data Breach in relation to any Personal Information held by the Supplier as a result of the Contract, the Supplier must:
- immediately report it to the Customer and provide a written report within three (3) Business Days, and
 - carry out an assessment in accordance with the requirements of the *Privacy Act 1988* (Cth).
- C.2 Where the Supplier is aware that there has been an Eligible Data Breach in relation to the Contract, the Supplier must:
- take all reasonable action to mitigate the risk of the Eligible Data Breach causing serious harm to any individual to whom the Personal Information relates
 - take all other action necessary to comply with the requirements of the *Privacy Act 1988* (Cth), and
 - take any other action as reasonably directed by the Customer.
- 21.D Personal Information**
- D.1 The Supplier agrees to provide the Customer, or its nominee, relevant information (including personal information) relating to the Supplier, its officers, employees, agents or Subcontractors, for the purposes of preventing, detecting, investigating or dealing with a fraud or security incident relating to a Contract.
- D.2 When providing personal information of a natural person under this clause, the Supplier warrants it will have obtained the consent of or provided reasonable notification to the person in accordance with the *Privacy Act 1988* (Cth).
- D.3 Nothing in these clauses limits or derogates from the Supplier's obligations under the *Privacy Act 1988* (Cth).
- 21.E Confidential Information**
- E.1 The Supplier agrees not to disclose to any person, other than the Customer, any Confidential Information relating to the Contract or the Goods and/or Services, without prior written approval from the Customer.
- E.2 This obligation will not be breached where:
- the relevant information is publicly available (other than through breach of a confidentiality or non-disclosure obligation), or
 - the Supplier is required by law, an order of the court or a stock exchange to disclose the relevant information, but any such request must be reported by Notice to the Customer without delay and the text of the disclosure provided in writing to the Customer as soon as practicable.
- E.3 The Customer may at any time require the Supplier to arrange for its officers, employees, agents or Subcontractors to give a written undertaking relating to nondisclosure of the Customer's Confidential Information in a form acceptable to the Customer.
- E.4 The Customer will keep any information in connection with the Contract confidential to the extent it has agreed in writing to keep such specified information confidential.
- E.5 The Customer will not be in breach of any confidentiality agreement if the Customer discloses the information for the purposes of managing the Contract or if it is required to disclose the information by law, a Minister or a House or Committee of Parliament, or for accountability or reporting purposes.
- 21.F Security and Safety**
- F.1 When accessing any Commonwealth place, area or facility, the Supplier must comply with any security and safety requirements notified to the Supplier by the Customer or of which the Supplier is, or should reasonably be aware. The Supplier must ensure that its officers, employees, agents and Subcontractors are aware of, and comply with, such security and safety requirements.
- F.2 If directed by the Customer, the Supplier and its officers, employees, agents and Subcontractors are required to undertake a security briefing prior to being able to work inside a Commonwealth office, area or facility.
- F.3 The Supplier must ensure that all information, material and property provided by the Customer for the purposes of the Contract is protected at all times from unauthorised access, use by a third party, misuse, damage and destruction and is returned as directed by the Customer.

Commonwealth Contract Terms

- F.4 The Supplier acknowledges that unauthorised disclosure of security-classified information is an offence. Legislation (including the *Criminal Code Act 1995* (Cth)) contains provisions relating to the protection of certain information and sets out the penalties for the unauthorised disclosure of that information.

21.G Criminal Code

- G.1 The Supplier acknowledges that the giving of false or misleading information to the Commonwealth is a serious offence under section 137.1 of the schedule to the *Criminal Code Act 1995* (Cth).
- G.2 The Supplier must ensure that its officers, employees, agents and Subcontractors engaged in connection with the Contract are aware of the information contained in this clause.

21.H Fraud

- H.1 The Supplier must take all reasonable steps to prevent and detect Fraud in relation to the performance of this Contract. The Supplier acknowledges the occurrence of Fraud will constitute a breach of this Contract.
- H.2 If an investigation finds that the Supplier or its officers, employees, agents or Subcontractors have committed Fraud, or the Supplier has failed to take reasonable steps to prevent Fraud, the Supplier must reimburse or compensate the Customer in full.

21.I Taxation

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

21.J Public Interest Disclosure

- J.1 The Supplier must familiarise itself with the *Public Interest Disclosure Act 2013* (Cth) and acknowledges that public officials, including service providers and their Subcontractors under a Commonwealth contract, who suspect wrongdoing within the Commonwealth public sector may raise their concerns under the *Public Interest Disclosure Act 2013* (Cth).
- J.2 Information for disclosers is available at <https://www.ombudsman.gov.au/Our-responsibilities/making-a-disclosure>.



The Commonwealth Contract Terms are licensed under the Creative Commons [Attribution-NonCommercial-NoDerivatives 4.0 International License](https://creativecommons.org/licenses/by-nc-nd/4.0/) (CC BY NC ND 4.0 INT).

Commonwealth Contracting Suite Glossary and Interpretation

Glossary

In the Commonwealth Contracting Suite (CCS):

“Additional Contract Terms” means the terms and conditions set out in the section of the Approach to Market, RFQ or the Contract as relevant with the heading ‘Additional Contract Terms’.

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

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

“Black Economy Policy” means the *Black economy – increasing the integrity of government procurement: Procurement connected policy guidelines* March 2019 available at <https://treasury.gov.au/publication/p2019t369466>.

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

“Closing Time” means the closing time and date as specified in the Approach to Market.

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

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

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

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

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

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

“Contract Details Schedule” means the section in a Contract issued under the DoSO with the heading ‘Contract Details Schedule’.

“Contract Manager” means the ‘Contract Manager’ for the Customer or Supplier representative (as relevant) specified in the Contract.

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

“Correctly Rendered Invoice” means an invoice that:

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

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

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

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

Commonwealth Contracting Suite Glossary and Interpretation

“DoSO Manager” means the ‘DoSO Manager’ for the Lead Customer or Supplier representative (as relevant) specified in the DoSO.

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

“Eligible Data Breach” means an ‘Eligible Data Breach’ as defined in the *Privacy Act 1988* (Cth).

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

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

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

“Goods and/or Services” means:

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

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

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

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

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

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

“Lead Customer” means the party specified in the DoSO as the Lead Customer.

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

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

“Notice” means an official notice or communication under the Contract or DoSO (as relevant) in writing, from one Contract or DoSO Manager to the other Contract or DoSO Manager (as the case may be), at the postal address, or email address, or facsimile number set out in the Contract or DoSO or as notified by the relevant Party.

“Peppol” means the Pan-European Public Procurement On-Line framework as described at the Australian Taxation Office website <https://softwaredevelopers.ato.gov.au/eInvoicing>.

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

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

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

“Potential Supplier” means any entity who is eligible to respond to an ATM.

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

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

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

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

Commonwealth Contracting Suite Glossary and Interpretation

“Required Capabilities” means:

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

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

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

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

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

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

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

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

“Standing Offer Details” means the section of the DoSO with the heading ‘Standing Offer Details’.

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

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

“Statement of Work” means the section or schedule of the Contract (as the case may be) with the heading ‘Statement of Work’.

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

“Supplier” means a party specified in the Contract or the DoSO as the Supplier.

“Valid” in relation to the Black Economy Policy only, means the Statement of Tax Record is valid in accordance with Part 7.e of the Black Economy Policy.

Commonwealth Contracting Suite Glossary and Interpretation

Interpretation

In the Commonwealth Contracting Suite, unless stated otherwise:

- a) if any word or phrase is given a defined meaning, any other part of speech or other grammatical form of that word or phrase has a corresponding meaning
- b) words in the singular include the plural and words in the plural include the singular
- c) the words 'including', 'such as', 'particularly' and similar expressions are not used as and are not intended to be interpreted as words of limitation
- d) a reference to dollars is a reference to Australian dollars
- e) a reference to any legislation or legislative provision includes any statutory modification, substitution or re-enactment of that legislation or legislative provision
- f) clause headings are for reference only and have no effect in limiting or extending the language of the terms to which they refer, and
- g) the following clause references used in Commonwealth Contracting Suite documents refer to that section or part of the relevant CCS document listed in the table below:

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

Contract Signing Page

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

- a) Additional Contract Terms (if any)
- b) Statement of Work
- c) Commonwealth Contract Terms
- d) Commonwealth Contracting Suite Glossary and Interpretation
- e) Contract Annex 1 – Conflict of Interest Management Plan
- f) Contract Annex 2 – Supplementary Information (if any).

EXECUTED as an Agreement

Signed for and on behalf of the **Commonwealth of Australia** as represented by Department of Infrastructure, Transport, Regional Development and Communications and the Arts

ABN 86 267 354 017 by its duly authorised delegate in the presence of

Signature of witness

Signature of delegate

Name of witness (**print**)

Name of delegate (**print**)

Position of delegate (**print**)

Date:

Executed by in the presence of:

Signature of witness

Signature of supplier

Name of witness (**print**)

Name of supplier (**print**)

Date:

Released under FOI Act 1982 by Department of Infrastructure, Transport, Regional Development, Communications and the Arts

Archived: Friday, 9 June 2023 11:29:16 AM

From: [LEGG, Robyn](#)

Mail received time: Wed, 7 Jun 2023 15:34:21

Sent: Wed, 7 Jun 2023 15:34:20

To: s22(1)(a)(ii)

Subject: FW: IIP review - point of contact and documents - Gardiner-Barnes [SEC=OFFICIAL]

Importance: Normal

Sensitivity: None

Attachments:

[IIP review Terms of Reference.pdf](#); [05. a. DRAFT Contract \(CCS\) - Strategic Review - CGB for comment.docx](#)

OFFICIAL

OFFICIAL

From: LEGG Robyn

Sent: Monday, 1 May 2023 6:39 PM

To: s22(1)(a)(ii)

Cc: s22(1)(a)(ii) @infrastructure.gov.au; BOURNE Andrew <Andrew.Bourne@infrastructure.gov.au>;

HALLINAN David <David.Hallinan@infrastructure.gov.au>

Subject: IIP review - point of contact and documents - Gardiner-Barnes [SEC=OFFICIAL]

OFFICIAL

Dear Ms Gardiner-Barnes

Lovely to meet you over the phone this evening. As promised I am writing to pass on a number of initial documents relating to the upcoming review of the Infrastructure Investment Program. Please feel free to reach out to me at any time.

Please find enclosed:

- * Draft ToR for the Review – the final ToR are pending agreement from the Prime Minister but Minister King's office has asked that we share them with you in the interim and ask for any feedback by tomorrow am (2 May). Please note that these are not for further distribution.
- * Short biography below with a photo - please let us know if you have any comments on the information included and whether you might have a preferred photo for use
- * A draft contract for your consideration, if you have questions or concerns please reach out and equally if you are happy then please let us know and we will send through the final for your signature.

Biography



Ms Clare Gardiner-Barnes is an Acting Non-Executive Director and Board Member of the Infrastructure Australia Board. She has experience in state government infrastructure departments and is currently the Director of her own firm. She is highly regarded in the infrastructure sector and brings a wealth of experience in infrastructure planning, including during her time as Chief Executive of the Northern Territory Department of Transport.

You are welcome to return comments on any of the above to me by email.

Kind regards

Robyn Legg

Assistant Secretary • IIP Review • Infrastructure Investment Division

Robyn.Legg@infrastructure.gov.au

P +61 2 6274 s22 • M +61 s22(1)(a)

GPO Box 594 Canberra, ACT 2601

Department of Infrastructure, Transport, Regional Development, Communications and the Arts

CONNECTING AUSTRALIANS • ENRICHING COMMUNITIES • EMPOWERING REGIONS

infrastructure.gov.au



I would like to acknowledge the traditional custodians of this land on which we meet, work and live.

I recognise and respect their continuing connection to the land, waters and communities.

I pay my respects to Elders past and present and to all Aboriginal and Torres Strait Islanders.

Making Flexibility Work - if you receive an email from me outside normal business hours, I'm sending it at a time that suits me. Unless it's marked urgent, I'm not expecting you to read or reply until normal business hours

OFFICIAL

Released under FOI Act 1982 by Department of Infrastructure, Transport, Regional Development, Communications and the Arts

s22(1)(a)(ii)

From: LEGG, Robyn
Sent: Wednesday, 7 June 2023 3:32 PM
To: s22(1)(a)(ii)
Subject: FW: IIP review - point of contact and documents - Mrdak [SEC=OFFICIAL]
Attachments: IIP review Terms of Reference.pdf; 05. a. DRAFT Contract (CCS) - Strategic Review - MM for comment.docx

OFFICIAL

OFFICIAL

From: LEGG Robyn
Sent: Monday, 1 May 2023 6:38 PM
To: s22(1)(a)(ii)
Cc: s22(1)(a)(ii) <s22(1)(a)(ii)@infrastructure.gov.au>; BOURNE Andrew <Andrew.Bourne@infrastructure.gov.au>; HALLINAN David <David.Hallinan@infrastructure.gov.au>
Subject: IIP review - point of contact and documents - Mrdak [SEC=OFFICIAL]

OFFICIAL

Dear Mr Mrdak

I am writing to introduce myself and to pass on a number of initial documents relating to the upcoming review of the Infrastructure Investment Program. My name is Robyn Legg (details below) and I will be bringing together a team of people in the Department to support you and the other reviewers as needed. Please feel free to reach out to me at any time.

Please find enclosed:

- Draft ToR for the Review – the final ToR are pending agreement from the Prime Minister but Minister King's office has asked that we share them with you in the interim and ask for any feedback by tomorrow am (2 May). Please note that these are not for further distribution.
- Short biography below with a photo - please let us know if you have any comments on the information included or if you prefer the use of another photo
- A draft contract for your consideration, if you have questions or concerns please reach out and equally if you are happy then please let us know and we will send through the final for your signature. Please note we have allowed a maximum of 30 days work although we are aware that you have a number of competing projects on at present and unlikely to be available for the full 30 days (which we understand and is not required).

Biography



Mr Mike Mrdak AO is an eminent infrastructure expert with over 30 years of public policy experience. He coled an independent review to rejuvenate Infrastructure Australia and is currently Chairperson of NEC Australia and New Zealand. Mr Mrdak is an independent external member of the Australian Infrastructure Financing Facility for the Pacific Board. Mr Mrdak has held many Senior Executive positions within the Australian Public Service, including as Secretary of the Department of Infrastructure, Transport, Regional Development, Communications and the Arts.

I understand that we are still awaiting your Public Interest Declaration form and CV (please excuse me if these have come through this evening)

You are welcome to return comments on any of the above to me by email.

Kind regards

Robyn Legg

Assistant Secretary • IIP Review • Infrastructure Investment Division

Robyn.Legg@infrastructure.gov.au

P +61 2 6274 s22 M +61 s22(1)(a)

GPO Box 594 Canberra, ACT 2601

Department of Infrastructure, Transport, Regional Development, Communications and the Arts
CONNECTING AUSTRALIANS • ENRICHING COMMUNITIES • EMPOWERING REGIONS

infrastructure.gov.au



*I would like to acknowledge the traditional custodians of this land on which we meet, work and live.
 I recognise and respect their continuing connection to the land, waters and communities.
 I pay my respects to Elders past and present and to all Aboriginal and Torres Strait Islanders.*

Making Flexibility Work - if you receive an email from me outside normal business hours, I'm sending it at a time that suits me. Unless it's marked urgent, I'm not expecting you to read or reply until normal business hours

OFFICIAL

