



## The Hon Michelle Rowland MP

**Minister for Communications  
Federal Member for Greenway**

MS24-002328

Senator the Hon Katy Gallagher  
Minister for Finance  
Parliament House  
CANBERRA ACT 2600

Dear Minister

I am writing to you in your capacity as Minister responsible for Government advertising to seek your authority to commence the development of the Social Media Minimum Age Awareness Campaign (the campaign).

The campaign would focus on raising awareness of the new minimum age for social media platforms in Australia, following the passage of the Online Safety Amendment (Social Media Minimum Age) Bill through the Parliament in November. The campaign will raise awareness of the new minimum age for social media platforms, why the changes have been made and where parents and carers can find more information. The campaign is aligned to the Government's commitment to keeping all Australians, particularly children, safe online.

As agreed through the 2024-25 MYEFO process, \$10 million (ex GST) has been allocated to the campaign over the 2024-25 and 2025-26 financial years. The proposed campaign is planned to launch in mid-2025. A campaign proposal is attached for your consideration.

The campaign will be developed in accordance with Australian Government advertising campaign governance arrangements and the Guidelines on Information and Advertising Campaigns by non-corporate Commonwealth entities.

I would appreciate your agreement to commence development of this campaign and request that you assign the campaign to a group of suppliers to enable work to commence.

Yours sincerely

A handwritten signature in blue ink that reads 'Michelle Rowland'.

Michelle Rowland MP

20 / 12 /2024

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The Hon Michelle Rowland MP  
PO Box 6022, Parliament House Canberra  
Suite 101C, 130 Main Street, Blacktown NSW 2148 | (02) 9671 4780

~~PROTECTED CABINET~~

## Senator the Hon Katy Gallagher

Minister for Finance  
 Minister for Women  
 Minister for the Public Service  
 Senator for the Australian Capital Territory

REF: MC24-004853

The Hon Michelle Rowland MP  
 Minister for Communications  
 PO Box 6022  
 Parliament House  
 CANBERRA ACT 2600

Dear Minister *Michelle*

Thank you for your letter regarding the campaign for the introduction of minimum age requirements for social media.

Based on the information provided, I agree to the campaign proceeding to development. The Communications Branch in my department will contact the Department of Infrastructure, Transport, Regional Development, Communications and the Arts (DITRDCA) to advise them of the communication suppliers that will assist in the development of the campaign.

I note that DITRDCA intends to commence market research in early 2025. While information and expectations of the audience can be explored in this research along with guidance on appropriate timing for the campaign; further development may need to be delayed until such time as the social media platforms have designed the technologies and processes to support the minimum age limit as this detail will be required to inform campaign messaging and materials.

The campaign will be required to be reviewed by the Independent Communications Committee against the *Guidelines on Information and Advertising Campaigns by Non-corporate Commonwealth Entities* (the Guidelines) and, supported by that review, to be certified by the Secretary of DITRDCA as compliant with the Guidelines ahead of launch.

I look forward to reviewing the campaign when it is considered by the Government Communications Subcommittee at the next stage of development.

Yours sincerely

*Katy Gallagher*  
 Katy Gallagher

10 JAN 2025

~~PROTECTED CABINET~~

**From:** [campaigns](#)  
**To:** [s22\(1\)\(a\)\(ii\) @orima.com](#); [s47F @orima.com](#)  
**Cc:** [s47F @orima.com](#); [campaigns](#); [s22\(1\)\(a\) \[REDACTED\]](#) [s22\(1\)\(a\)\(ii\) \[REDACTED\]](#); [s22\(1\)\(a\)\(ii\) \[REDACTED\]](#)  
**Subject:** FOR RESPONSE: Social Media Minimum Age Limit campaign - Research Services RFQ - ORIMA.docx  
[SEC=OFFICIAL]  
**Date:** Wednesday, 5 February 2025 9:36:15 AM  
**Attachments:** [Social Media Minimum Age Limit campaign - Research Services RFQ - ORIMA.docx](#)  
[Integrated Communications Brief\\_Social Media Minimum Age Limits.docx](#)

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**OFFICIAL**

Dear [s47F \[REDACTED\]](#),

Please find attached a Request for Quote for research services to inform the development of the Social Media Minimum Age Limit campaign. I've also attached the *Integrated Communication Brief* referred to in the RFQ.

As noted in the RFQ, if you have any questions related to this brief, please contact the department by 5 pm, Friday 7 February 2025.

We look forward to receiving your proposed submission and response by 9:30 am – Monday 10 February 2025.

Please send this to [s22\(1\)\(a\)\(ii\) @communications.gov.au](#) and cc in [s22\(1\)\(a\)\(ii\) @communications.gov.au](#).

Kind regards,

[s22\(1\)\(a\)\(ii\) \[REDACTED\]](#)

[s22\(1\)\(a\)\(ii\) \[REDACTED\]](#)

Campaign – Manager • Campaigns • Communication Branch •

People, Culture and Change Division

[s22\(1\)\(a\)\(ii\) @communications.gov.au](#) / [s22\(1\)\(a\)\(ii\) @communications.gov.au](#)

• [M s22\(1\)\(a\)\(ii\) \[REDACTED\]](#)

GPO Box 594 Canberra, ACT 2601

**OFFICIAL**

## Annex 4 - DoSO Request for Quote and Contract Template

### Note to Supplier and Customer:

This document sets out the template Request for Quote and template Contract that a Customer may issue to the Supplier if it requires any Services from the Supplier. The Lead Customer may notify the Supplier of alternative templates to be used by Customers from time to time.

The template Request for Quote and template Contract under this DoSO are designed to be as flexible as possible. The templates include draft wording that may not be suitable for the applicable Services required by the Customer and may need to be amended or supplemented with additional terms in order to reflect the Customer's requirements.

To this end, Customers will need to consider its requirements and whether any additional terms are required to address any risks relevant to the required Services.

Note that this document includes balloon comments. These balloon comments are designed to assist the drafters of any RFQ and Contract to consider relevant issues and should be deleted from the final documentation issued to the Customer). Some balloon comments are designed to assist the Supplier to respond to the relevant requirements.

# Request for Quote

This Request for Quote (RFQ) (including its attachments) is issued by the Customer under the Deed of Standing Offer (DoSO) as described below.

## DoSO Details

DoSO Title	Government Communications Campaign Panel
Standing Offer Notice (SON) ID	SON3754402
Lead Customer Name	Department of Finance

## RFQ Details

RFQ Reference ID	N/A
RFQ Release Date	5 February 2025
RFQ Closing Date and Time	10 February 2025 9:30 am
Question Closing Date and Time	7 February 2025 5:00 pm

## Customer Details

Customer Name	The Commonwealth of Australia as represented by the Department of Infrastructure, Transport, Regional Development, Communications and the Arts
Customer ABN	86 267 354 017
Customer Contact Officer Name	s22(1)(a)(ii)
Customer Contact Email	s22(1)(a)(ii) @infrastructure.gov.au
Customer Contact Phone	s22(1)(a)(ii)
Customer's Public Interest Disclosure Contact Officer <i>Refer to the Commonwealth DoSO Terms clause D.E.20.H.1 Public Interest Disclosure</i>	All Public Interest Disclosure matters relating to this procurement should be referred to:  Name/Position: Authorised Officer Email Address: <a href="mailto:PID@infrastructure.gov.au">PID@infrastructure.gov.au</a>
Complaints <i>If your issue is not resolved by the Contact Officer or alternative complaints person, refer <a href="https://www.finance.gov.au/procurement/procurement-coordinator/complaints-handling-charter.html">https://www.finance.gov.au/procurement/procurement-coordinator/complaints-handling-charter.html</a> for more information relating to the handling of complaints.</i>	In the first instance, complaints, if any, relating to this ATM should be directed to the Customer Contact Officer (see above) or:  Name/Position: Director, Governance Section Email Address: <a href="mailto:clientservices@infrastructure.gov.au">clientservices@infrastructure.gov.au</a>

## Contract Details

Proposed Start Date	12 February 2025
Proposed Term	This contract will terminate on 30 June 2026
Contract Extension Option	The Customer may extend the term of the Contract by two periods of 12 months each by giving Notice to the Supplier no less than 30 days prior to the expiry of the then current Contract Term.

Any resulting Contract will be subject to the DoSO Terms (to the extent these apply) and will incorporate the Commonwealth Contract Terms current at the RFQ Release Date as published at <https://www.finance.gov.au/government/procurement/commonwealth-contracting-suite-ccs> along with any Additional Terms specified in the Statement of Work (Part 1) – Details of the Customer's Requirements.

## Attachments

This RFQ includes the following attachments:

- Statement of Work (Part 1) – Details of the Customer's Requirements
- Statement of Work (Part 2) – Supplier's Response
- Commonwealth Contract Terms current at the RFQ Release Date, published at:  
<https://www.finance.gov.au/government/procurement/commonwealth-contracting-suite-ccs>.

These attachments, along with any applicable terms in the DoSO, will form the Contract if agreed and signed by the Customer.

## Evaluation

The Suppliers Response will be evaluated for overall value for money and in relation to:

- understanding of the brief
- quality of the proposed research methodology, and
- demonstrated ability to deliver in line with the campaign timeline and allocated budget.

## Lodgement

The Supplier's Response must be lodged by the RFQ Closing Date and Time. The Customer will not consider late responses, unless the response is received late solely due to the mishandling by the Customer.

The Supplier must submit the completed form **Statement of Work (Part 2) – Supplier's Response** in order to be considered for the Customer's Requirement. Other files may be submitted if required by the Customer.

The Supplier's Response must be lodged electronically to the **email address** [campaigns@infrastructure.gov.au](mailto:campaigns@infrastructure.gov.au) and should refer to the RFQ Reference ID.

Lodging a response will constitute an offer by the Supplier to provide the Customer's Requirement on the terms and conditions of the DoSO and the Contract. This RFQ is an invitation to treat and is not taken to be or relied upon as an offer capable of acceptance by any person or creating any form of contractual or other right, whether implied or otherwise.

Any questions or complaints regarding this RFQ must be directed to the Customer's Contact Officer.

# Statement of Work (Part 1)

Standing Offer Notice (SON) ID	SON3754402
RFQ Reference ID	N/A
Customer Name	Department of Infrastructure, Transport, Regional Development, Communications and the Arts

## Details of Customer's Requirement

The Supplier must provide the Customer's Requirement in accordance with the Deed of Standing Offer plus any detailed below:

R.A.1	<b>Required Capabilities</b>	Developmental and Concept Testing Market Research
R.A.2	<b>Detailed Description of the Requirement</b>	
<p>The Customer is seeking specialist research services to inform the development of the Social Media Minimum Age Limit campaign. The Customer requires developmental, concept and refinement testing research services for this campaign as set out in this Statement of Work.</p> <p>In November 2024 the Australian Government introduced the Online Safety Amendment (Social Media Minimum Age) Bill 2024. Following the passage of legislation, it received Royal Assent in December 2024. This legislation aims to protect young people by introducing a minimum age of 16 years for access to specified social media platforms.</p> <p>Prior to the legislation being introduced, market research was conducted and extensive consultation with the experts, parents, young people and the wider community was undertaken. There was strong agreement through this process and with the input of states and territories, that until a child turns 16, the social media environment as it stands is not age-appropriate for them.</p> <p>The Act will require age-restriction to be applied to social media platforms (including Snapchat, TikTok, Facebook, Instagram and X) and for those platforms to take reasonable steps to prevent Australians under 16 years from having accounts on their platform.</p> <p>However, the Act ensures that the law is responsive to the ever-evolving nature of technology, while enabling continued access to messaging, online gaming, and services and apps that are primarily for the purposes of education and health support – like Headspace, Kids Helpline, Google Classroom and YouTube.</p> <p>Developmental research is required to determine current perceptions and levels of awareness about the changes social media access, and to inform and refine the campaign approach. The research will also need to test creative 'territories' (sentiments and themes which inform the development of creative materials and messaging).</p> <p>The research will also need to explore and provide insights on:</p> <ul style="list-style-type: none"> <li>• audiences and appropriate segmentation</li> <li>• preferred communication channels</li> <li>• terminology ie. minimum age limits / minimum age requirements etc.</li> <li>• attitudes towards changes to social media access and the age assurance requirement for access to social media.</li> <li>• timing of the campaign.</li> </ul> <p>The Supplier's Response should outline a recommended approach and address information outlined in the integrated communication brief document and discussion in the preliminary mandatory meetings and costings for developmental and concept/refinement testing research. It should include approaches to ethics, methodology requirements, timing and budget breakdowns and milestones. The Customer requires advice on the most appropriate methodology and approach for developmental research.</p> <p>Modifications to the concept/refinement research task as a result of significant changes to the campaign creative or approach may result in contract variations in order for the parties to agree on a revised concept/refinement testing approach, which may result in revised costings to be agreed.</p>		
R.A.3	<b>Standards</b>	The Supplier must comply with the following Standards:

		<ul style="list-style-type: none"> <li>any Standards specified in the DoSO, and</li> <li>the Australian Market and Social Research Standard (ISO 20252)</li> </ul>
<b>R.A.4</b>	<b>Key Performance Indicators</b>	Not Applicable
<b>R.A.5</b>	<b>Security Requirements</b>	<p>Supplier personnel undertaking work on this Contract will not be required to hold a current security clearance.</p> <p>The Supplier must comply with the Security Requirements specified in the DoSO.</p>
<b>R.A.6</b>	<b>Work Health and Safety</b>	The Supplier must comply with Work Health and Safety requirements specified in the DoSO.
<b>R.A.7</b>	<b>Delivery and Acceptance</b>	<p>In addition to the Delivery and Acceptance requirements specified in the DoSO, the Supplier must ensure that the Deliverables:</p> <ul style="list-style-type: none"> <li>clearly and concisely identify and communicate the key insights that will tangibly help inform the development of the extended campaign's Integrated Communication Strategy and approach</li> <li>distil findings into actionable and easily understood insights that aid strategic and creative communications</li> <li>create clear, concise and accurate reports that add to the overall knowledge and understanding of other Village companies and builds an evolving understanding of the key issues by a Village</li> <li>show understanding of the core challenge that the Australian Government is seeking to address through integrated communications, and</li> <li>show understanding of the role informed and evidence-based research can play in identifying and articulating the key issues and opportunities related to the campaign objectives outlined in <b>Annexure A to Statement of Work (Part 1) – Integrated Communications Brief</b>.</li> </ul>
<b>R.A.8</b>	<b>Reporting</b>	The Supplier must provide the Customer with a list of Deliverables detailed that address the information in R.A.2.
<b>R.A.9</b>	<b>Meetings</b>	<p>The Supplier must attend meetings as set out in the DoSO and Schedule 1 - Statement of Work (Part 1).</p> <p>In addition, the Supplier must also meet with the Customer on a regular basis when research is in field and as otherwise notified by the Customer from time to time.</p>
<b>R.A.10</b>	<b>Facilities and Assistance offered by the Customer</b>	The Customer will not make any facilities or assistance available to the Supplier.
<b>R.A.11</b>	<b>Customer Material provided by the Customer:</b>	The Customer will not provide any material.
<b>R.A.12</b>	<b>Insurances</b>	The Supplier must ensure that it maintains appropriate insurances for the purposes of this Contract.
<b>R.A.13</b>	<b>Indigenous Procurement Policy Requirements</b>	<p>The Supplier must use reasonable endeavours to increase its:</p> <ul style="list-style-type: none"> <li>purchasing from Indigenous enterprises; and</li> <li>employment of Indigenous Australians,</li> </ul> <p>in the provision of the Required Capabilities.</p>

		<p>Purchases from Indigenous enterprises may be in the form of engagement of an Indigenous enterprise as a subcontractor, and use of Indigenous suppliers in the seller's supply chain.</p> <p>In R.A.13, "<b>Indigenous enterprise</b>" means an organisation that is 50 per cent or more Indigenous owned that is operating a business.</p>
<b>R.A.14</b>	<b>WGE compliance</b>	If the Supplier is a relevant employer, the Supplier must provide a current letter of compliance issued by the Workplace Gender Equality Agency within 18 months of the commencement of the Contract and following this, annually to the Customer.

## Additional Contract Terms

### Note to Supplier:

This is an example of **some** of the additional terms which may be included in a Contract. This is not an exhaustive list of terms and Customers will ensure that any additional contract terms are tailored and appropriate to meet the Customer's requirements. Customers may therefore seek to amend, remove, or add to any of the following example terms, as required by the Customer.

An executed Contract will incorporate the Commonwealth Contract Terms current at the date of the Request for Quote, the following Additional Contract Terms, and any applicable terms in the DoSO, will form the Contract if agreed and signed by the Customer:

R.A.15	<p><b>Payment</b></p> <p>Where the Customer and the Supplier both have the capability to deliver and receive e-Invoices through the Pan-European Public Procurement On-Line (<b>PEPPOL</b>) framework and have agreed to use electronic invoicing (e-Invoicing), 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.</p> <p>In all other circumstances, 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.</p> <p>If the total initial value of the Contract (excluding any options, extensions, renewals or other mechanisms that may be executed over the life of the contract) is less than A\$1 million (GST inclusive) and 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.</p> <p>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 available on the Australian Taxation Office website as it applies on the day the amount was due and payable expressed as a daily rate.</p>
R.A.16	<p><b>Intellectual Property – Supplier Owns</b></p> <p>The Supplier owns the Intellectual Property Rights in the Material created under this Contract. The Supplier grants to the Customer:</p> <p>a non-exclusive, irrevocable, royalty-free, perpetual, world-wide licence to exercise the Intellectual Property Rights in the Material provided under this Contract for any purpose; and</p> <p>a right to sub-liscence the rights in (a) above to third parties, including to the public under an open access or Creative Commons 'BY' licence.</p> <p>The licence excludes the right of commercial exploitation by the Customer.</p> <p>The Supplier warrants that it is entitled to grant this licence to the Customer; and that the provision of the Goods and/or Services and any Material by the Supplier under this Contract, and its use by the Customer, in accordance with this Contract, will not infringe any third party's Intellectual Property Rights and Moral Rights.</p> <p>Intellectual Property Rights in Goods provided under this Contract or pre-existing Intellectual Property of the Supplier, set out below (if any), will not change as a result of this Contract</p>
R.A.17	<p><b>Not used</b></p>
R.A.18	<p><b>Confidential Information of the Supplier</b></p> <p>For confidential information of the Supplier listed at R.B.8 (if any), the Customer agrees that the information meets the Commonwealth's confidentiality guidelines and agrees to treat the information as</p>

	confidential unless required by law to disclose the information. The Customer retains the right to disclose any other information contained in this Contract.
R.A.19	<p><b>Directions from the Lead Customer</b></p> <p>The Supplier must comply with any reasonable directions given by the Lead Customer from time to time in relation to the performance of the Services under this Contract. If there is any inconsistency in any direction given by the Lead Customer under this DoSO or a Customer under any Contract, the directions of the Lead Customer will prevail.</p>
R.A.20	<p><b>Child Safety</b></p> <p><i>Application</i></p> <ol style="list-style-type: none"> <li>1. This clause applies if any part of the Services involves the Supplier employing or engaging a person (whether as an officer, employee, contractor, or volunteer) that is required by State or Territory law to have a Working With Children Check to undertake the Services or any part of the Services.</li> </ol> <p><i>Definitions</i></p> <ol style="list-style-type: none"> <li>2. In this Agreement:</li> </ol> <p><b>Child</b> means an individual(s) under the age of 18 years and Children has a similar meaning;</p> <p><b>Child-Related Personnel</b> means officers, employees, contractors, agents and volunteers of the Supplier involved with the Services who as part of that involvement may interact with Children;</p> <p><b>Legislation</b> means a provision of a statute or subordinate legislation of the Commonwealth, or of a State, Territory or local authority;</p> <p><b>National Principles for Child Safe Organisations</b> means the <i>National Principles for Child Safe Organisations</i>, endorsed by the Council of Australian Governments as published by the Commonwealth Government (available at: <a href="https://childsafe.humanrights.gov.au/national-principles">https://childsafe.humanrights.gov.au/national-principles</a>);</p> <p><b>Relevant Legislation</b> means Legislation in force in any jurisdiction where any part of the Services may be carried out;</p> <p><b>Working With Children Check or WWCC</b> means the process in place pursuant to Relevant Legislation to screen an individual for fitness to work with Children.</p> <p><i>Relevant checks and authority</i></p> <ol style="list-style-type: none"> <li>3. The Supplier must: <ol style="list-style-type: none"> <li>(a) comply with all Relevant Legislation relating to the employment or engagement of Child-Related Personnel in relation to the Services, including all necessary WWCCs however described; and</li> <li>(b) ensure that WWCCs obtained in accordance with this clause remain current and that all Child-Related Personnel continue to comply with all Relevant Legislation for the duration of their involvement in the Services.</li> </ol> </li> </ol> <p><i>National Principles for Child Safe Organisations and other action for the safety of Children</i></p> <ol style="list-style-type: none"> <li>4. The Supplier agrees in relation to the Services to: <ol style="list-style-type: none"> <li>(a) implement the National Principles for Child Safe Organisations;</li> <li>(b) ensure that all Child-Related Personnel implement the National Principles for Child Safe Organisations;</li> <li>(c) complete and update, at least annually, a risk assessment to identify the level of responsibility for Children and the level of risk of harm or abuse to Children;</li> <li>(d) put into place and update, at least annually, an appropriate risk management strategy to manage risks identified through the risk assessment required by this clause;</li> <li>(e) provide training and establish a compliance regime to ensure that all Child-Related Personnel are aware of, and comply with: <ol style="list-style-type: none"> <li>(i) the National Principles for Child Safe Organisations;</li> <li>(ii) the Supplier's risk management strategy required by this clause;</li> </ol> </li> </ol> </li> </ol>

	<ul style="list-style-type: none"> <li>(iii) Relevant Legislation relating to requirements for working with Children, including WWCCs; and</li> <li>(iv) Relevant Legislation relating to mandatory reporting of suspected child abuse or neglect, however described; and</li> <li>(f) provide the Customer with an annual statement of compliance with this clause in such form as may be specified by the Customer.</li> </ul> <p>5. With reasonable notice to the Supplier, the Customer may conduct a review of the Supplier's compliance with this clause.</p> <p>6. The Supplier agrees to:</p> <ul style="list-style-type: none"> <li>(a) notify the Customer of any failure to comply with this clause;</li> <li>(b) co-operate with the Customer in any review conducted by the Customer of the Supplier's implementation of the National Principles for Child Safe Organisations or compliance with this clause; and</li> <li>(c) promptly, and at the Supplier's cost, take such action as is necessary to rectify, to the Customer's satisfaction, any failure to implement the National Principles for Child Safe Organisations or any other failure to comply with this clause.</li> </ul> <p>7. When Child Safety obligations may be relevant to a Subcontract, the Supplier must ensure that any subcontract entered into by the Supplier for the purposes of fulfilling the Supplier's obligations under the contract imposes on the Subcontractor the same obligations regarding Child Safety that the Supplier has under the Contract. Each subcontract must also require the same obligations (where relevant) to be included by the Subcontractor in any secondary subcontracts.</p>
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<p><b>R.A.21</b></p>	<p><b>Working with Vulnerable Persons</b></p> <p>1. In this clause:</p> <p><b>Criminal or Court Record</b> means any record of any Other Offence;</p> <p><b>Other Offence</b> means, in relation to a person, a conviction, finding of guilt, on-the-spot fine for, or court order relating to:</p> <ul style="list-style-type: none"> <li>(a) an apprehended violence or protection order made against the person;</li> <li>(b) the consumption, dealing in, possession or handling of alcohol, a prohibited drug, narcotic or other prohibited substance;</li> <li>(c) violence against another person or the injury, but excluding the death, of another person; or</li> <li>(d) an attempt to commit a crime or offence, or to engage in any conduct or activity, described in paragraphs (a) to (c);</li> </ul> <p><b>Police Check</b> means a formal inquiry made to the relevant police authority in each State or Territory and designed to obtain details of an individual's criminal conviction or a finding of guilt in all places (within and outside Australia) that the Supplier knows the person has resided in;</p> <p><b>Serious Offence</b> means:</p> <ul style="list-style-type: none"> <li>(a) a crime or offence involving the death of a person;</li> <li>(b) a sex-related offence or a crime, including sexual assault (whether against an adult or child); child pornography, or an indecent act involving a child;</li> <li>(c) fraud, money laundering, insider dealing or any other financial offence or crime, including those under legislation relating to companies, banking, insurance or other financial services; or</li> <li>(d) an attempt to commit a crime or offence described in (a) to (c);</li> </ul> <p><b>Serious Record</b> means a conviction or any finding of guilt regarding a Serious Offence; and</p> <p><b>Vulnerable Person</b> means an individual aged 18 years and above who is or may be unable to take care of themselves, or is unable to protect themselves against harm or exploitation for any</p>
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	<p>reason, including age, physical or mental illness, trauma or disability, pregnancy, the influence, or past or existing use, of alcohol, drugs or substances or any other reason.</p> <p>2. Before any person commences performing work on any part of the Services that involves working or contact with a Vulnerable Person, the Supplier must:</p> <ul style="list-style-type: none"> <li>(a) obtain a Police Check for that person;</li> <li>(b) confirm that the person is not prohibited by any law from being engaged in a capacity where they may have contact with a Vulnerable Person;</li> <li>(c) comply with all State, Territory or Commonwealth laws relating the employment or engagement of persons in any capacity where they may have contact with a Vulnerable Person; and</li> <li>(d) ensure that the person holds all licences or permits for the capacity in which they are to be engaged, including any specified in the Contract.</li> </ul> <p>3. The Supplier must ensure that Police Checks and any licences or permits obtained in accordance with this clause remain current for the duration of their involvement in the Services.</p> <p>4. The Supplier must ensure that a person is not involved in the delivery of any Services that involves working or contact with a Vulnerable Person if a Police Check indicates that the person at any time has:</p> <ul style="list-style-type: none"> <li>(a) a Serious Record; or</li> <li>(b) a Criminal or Court Record,</li> </ul> <p>unless and until the Supplier has:</p> <ul style="list-style-type: none"> <li>(c) conducted a detailed risk assessment in writing and determined that any risk is acceptable; and</li> <li>(d) obtained the Customer's explicit prior written consent.</li> </ul> <p>5. In undertaking this risk assessment, the Supplier must have regard to:</p> <ul style="list-style-type: none"> <li>(a) the nature and circumstances of the offence(s) on the person's Criminal or Court Record and whether the charge or conviction involved Vulnerable Persons;</li> <li>(b) whether the person's Criminal or Court Record is directly relevant to, or reasonably likely to impair the person's ability to perform, the role that the person will, or is likely to, perform in relation to the Services;</li> <li>(c) the length of time that has passed since the person's charge or conviction and their record since that time;</li> <li>(d) the circumstances in which the person will, or is likely to, have contact with a Vulnerable Person as part of the Services; and</li> <li>(e) any other relevant matter.</li> </ul> <p>6. If during the term of the Contract a person involved in performing work on any part of the Services that involves working or contact with a Vulnerable Person is:</p> <ul style="list-style-type: none"> <li>(a) charged with a Serious Offence or Other Offence, the Supplier must immediately notify the Customer; or</li> <li>(b) convicted of a Serious Offence, the Supplier must immediately notify the Customer and ensure that that person does not, from the date of the conviction, perform any work or role relating to the Services.</li> </ul>
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## Statement of Work (Part 2)

Standing Offer Notice (SON) ID	SON3754402
RFQ Reference ID	N/A

## Supplier's Response

The Supplier proposes to provide the Customer's Requirement as set out in the Statement of Work (Part 1) as set out below:

R.B.1	Supplier Details
R.B.1(a)	Supplier Name
R.B.1(b)	Supplier ABN
R.B.1(c)	Supplier ACN
R.B.1(d)	<p>Supplier Contact Officer Unless otherwise specified, the Contact Officer is nominated as the Supplier Contract Manager.</p> <p>Name/Position:</p> <p>Postal Address:</p> <p>Email:</p> <p>Telephone:</p>
R.B.2	<p><b>Detailed Proposal to meet the Customer's Requirement</b></p> <p><b>Standards</b> The Supplier proposes to meet the following Standards:</p> <ul style="list-style-type: none"> <li>• [Insert details]</li> </ul> <p><b>Key Performance Indicators</b> The Supplier proposes to meet the following Key Performance Indicators:</p> <ul style="list-style-type: none"> <li>• [Insert details]</li> </ul>
R.B.3	<p><b>Price (GST Inclusive)</b> The Supplier must complete the attached pricing templates, or such other pricing templates as required by the Lead Customer or Customer from time to time. In addition, the Supplier must specify:</p> <ul style="list-style-type: none"> <li>• the total price inclusive of GST, taxes and charges</li> <li>• fixed prices for any Milestones (calculated in a manner that is consistent with the pricing arrangements under the DoSO), inclusive of GST, taxes and charges as well as all other associated costs, including delivery fees, if applicable</li> <li>• any expenses not included in the total price</li> <li>• a payment schedule for any Milestones.</li> </ul> <p>The Customer will not reimburse any expenses incurred for the purposes of the Contract, unless the Supplier obtains the Customer's specific written approval prior to incurring the relevant expense.</p> <p>All proposed pricing must be consistent with the requirements set out in the DoSO.</p>
R.B.4	<p><b>Specified Personnel</b> Only specify personnel where the Customer Requirement has identified personnel are required to have specific skills, experience or qualifications. Insert 'Not Applicable' if none.</p> <p>Name: Position/Role: Current Security Clearance Level: Percentage of Total Project Time:</p>

<b>R.B.5</b>	<b>Subcontractors</b> Provide details for each subcontractor organisation you will use. Insert 'Not Applicable' if none.	Full Legal Name: Postal Address: ABN/ACN: Scope of Works to be Subcontracted:
<b>R.B.6</b>	<b>Conflicts of Interest</b>	Yes/No (if yes give details)
<b>R.B.7</b>	<b>Not used</b>	Not used
<b>R.B.8</b>	<b>Confidential Information</b>	Yes/No (if yes give details)
<b>R.B.9</b>	<b>Other Relevant Details</b>	Yes/No (if yes give details)
<b>R.B.10</b>	<b>Attachments</b> Detail any other files that form part of the Supplier's Response.	Yes/No (if yes give details)

# Contract

The Supplier's offer dated **DD/MM/YYYY** for RFQ ID **XXXXX** is accepted - see attached Statement of Work (Part 2).

This Contract is issued under the **Deed of Standing Offer (DoSO) SON3754402** for Government Communications Campaign Panel. The Parties agree that by signing this Commonwealth Contract they enter into a Contract comprising of:

- The DoSO and its terms, to the extent these apply (including the Additional DoSO Terms)
- This Contract Details form
- Statement of Work (Part 1) - Details of Customer's Requirement, including any Additional Contract Terms (as amended and agreed between the parties, and attached at Schedule 1)
- Statement of Work (Part 2) - Supplier's Response (as amended and agreed between the parties, and attached at Schedule 2)
- Commonwealth Contract Terms in force at the RFQ Release Date, available here: (<https://www.finance.gov.au/government/procurement/commonwealth-contracting-suite-ccs>).

## C.A.1 Contract Details

C.A.1(a)	Contract Reference ID	TBC
C.A.1(b)	Contract Start Date	TBC
C.A.1(c)	Contract End Date	This Contract will terminate on 30 June 2026
C.A.1(d)	Contract Extension Option	The Customer may extend the term of the Contract by two periods of 12 months each by giving Notice to the Supplier no less than 30 days prior to the expiry of the then current Contract term.
C.A.1(e)	Maximum Contract Price	The maximum Contract Price inclusive of GST and all taxes and charges will not exceed <b>\$495,000</b> as set out in R.B.3.

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

- it is terminated earlier; or
- there is a Contract Extension Option and this is exercised by the Customer, in which case the Contract will continue until the end of the extended time unless it is terminated earlier.

## C.A.2 Customer's Particulars

C.A.2(a)	Customer Name	The Commonwealth of Australia as represented by the Department of Infrastructure, Transport, Regional Development, Communications and the Arts
C.A.2(b)	Customer ABN	86 267 354 017
C.A.2(c)	Customer's Public Interest Disclosure Contact Officer <i>Refer to the Commonwealth DoSO Terms clause D.E.20.H.1 Public Interest Disclosure</i>	All Public Interest Disclosure matters relating to this Contract should be referred to:  Name/Position: Authorised Officer  Email: <a href="mailto:PID@infrastructure.gov.au">PID@infrastructure.gov.au</a>
C.A.2(d)	Delivery and Acceptance	See R.A.7 of Statement of Work (Part 1).
C.A.2(e)	Complaints <i>If your issue is not resolved, refer <a href="https://www.finance.gov.au">https://www.finance.gov.au</a> for more information relating to the handling of complaints</i>	In the first instance, complaints, if any, relating to this Contract should be directed to the Customer Contact Officer (see above) or:  Name/Position: Director, Governance Services  Email: <a href="mailto:clientservices@infrastructure.gov.au">clientservices@infrastructure.gov.au</a>

**C.A.3 Supplier's Particulars**

C.A.3(a)	Supplier Name	ORIMA Research Pty Ltd
C.A.3(b)	Supplier ABN	77 076 347 914
C.A.3(c)	Supplier ACN	076 347 914

**C.A.4 Notices under this Contract**

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

C.A.4(a)	Customer's Contract Manager	Name/Position:	s22(1)(a)(ii) , Campaigns Officer
		Postal Address:	GPO Box 594 Canberra ACT 2601
		Email:	s22(1)(a)(ii) <a href="mailto:@infrastructure.gov.au">@infrastructure.gov.au</a>
		Telephone:	s22(1)(a)(ii)
C.A.4(b)	Supplier's Contract Manager	Name/Position:	[Insert details]
		Postal Address:	[Insert details]
		Email:	[Insert details]
		Telephone:	[Insert details]

**C.A.5 Specified Personnel**

See R.B.4 of Statement of Work (Part 2) and D.D.3(r) of the DoSO.

**C.A.6 Subcontractors**

See R.B.5 of Statement of Work (Part 2).

**C.A.7 Invoices**

All invoices issued to the Customer must be addressed to the addressee and issued by email as specified in C.A.7(a) below.

C.A.7(a)	Customer's Address for Invoices	Addressee Name/Position:	s22(1)(a)(ii) , Campaigns Officer
		Email:	s22(1)(a)(ii) <a href="mailto:@infrastructure.gov.au">@infrastructure.gov.au</a>

**EXECUTED** as a contract:

**Signed** for and on behalf of the **Commonwealth of Australia** as represented by the Department of Infrastructure, Transport, Regional Development, 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 Orima Research Pty Ltd **ACN** 076 347 914 **ABN** 77 076 347 914 in accordance with section 127 of the *Corporations Act 2001*:

Signature of director

Signature of director/company secretary

(Please delete as applicable)

---

Name of director (print)

---

Name of director/company secretary (print)

---

Date:

## Schedule 1 - Statement of Work (Part 1)

[Insert agreed Statement of Work (Part 1) - Details of Customer's Requirement, including any Additional Contract Terms (as amended and agreed between the parties).]

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

## Schedule 2 - Statement of Work (Part 2)

[Insert agreed Statement of Work (Part 2) - Supplier's Response as agreed between the parties.]

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

### Schedule 3 – Commonwealth Contracting Terms

[Insert Commonwealth Contract Terms current at the RFQ Release Date, published at:  
<https://www.finance.gov.au/government/procurement/commonwealth-contracting-suite-ccs>.]

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

**Deed of Standing Offer**  
**for the provision of Whole of Government Campaign Advertising Services (Government Communications Campaign Panel)**  
**Research**

***Note to Supplier: This is the pricing sheet required to be completed by the Contractor in accordance with the Request for Quote for Research Capabilities.***

Fixed Fee Activity	Description	Amount (Please use whole numbers only)	Type of Campaign
Campaign Briefing Workshop	Briefing of village partners (and their respective teams) by Lead Customer and initial brief exploration.	1	Campaigns >\$500K
Campaign Briefing Meeting	Briefing of supplier by Lead Customer.	0	Campaigns < \$500K
Developmental Research Debrief	Developmental research debrief to be conducted with all consultants and the Lead Customer.	1	Campaigns >\$500K
Communications Strategy Workshop	Workshop to be attended by all village suppliers to ideate and begin to develop the integrated communications strategy.	1	Campaigns >\$500K
Creative Integration Workshop	Attendance by the Supplier at workshop to identify opportunities for creative integration.	1	Campaigns >\$500K
Response to Department	Response to include research and creative on prescribed channels.	0	Campaigns < \$500K
Integrated Evaluation Debrief	Integrated evaluation to include learnings and future recommendations.	1	Campaigns >\$500K
<b>TOTAL</b>			

\* no rows should be added

\*please refer to Statement of Requirement for detailed requirements for each task

Fee per Activity (ex GST)	TOTAL (ex GST)	GST	TOTAL (inc GST)
s47(1)			

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

**PLEASE FILL IN THIS  
COLUMN (yellow  
cells)**

Role	Days	Hours (assumes standard day = 7.5 hours)	Federal Government rate card (inc GST)
Research Company Principal	11.5	86.25	\$459.58
Primary Qualitative Researcher	33.1	248.25	\$355.13
Qualitative research assistant	32.3	242.25	\$188.01
Primary Quantitative Researcher	13.1	98.25	\$355.13
Quantitative research assistant	20.4	153	\$188.01
<b>Total</b>	<b>110.4</b>	<b>828</b>	-
<b>Indicative Costs</b>			
Description	Quantity	Indicative unit cost (inc GST)	
<b>Indicative costs - developmental research</b>			
Qualitative research (Metro - in person)			
Room hire	10	s47(1)	
Moderation fee	10	s47(1)	
Moderation fee (interview)	13	s47(1)	
	0		
Fixed cost with incidence= 50-70% Recruitment fee (n=8)		s47(1)	
Fixed cost with incidence >70% Recruitment fee (n=8)	0	s47(1)	
Qualitative research (Regional - in person)			
Room hire	7	s47(1)	
Moderation fee	7	s47(1)	
Fixed cost with incidence = 20-49% Recruitment fee (n=8)	0	s47(1)	
Fixed cost with incidence= 50-70% Recruitment fee (n=8)	0	s47(1)	
Fixed cost with incidence >70% Recruitment fee (n=8)	0	s47(1)	
Qualitative research (Virtual)			
Room hire	7	s47(1)	
Moderation fee	7	s47(1)	
Fixed cost with incidence = 20-49% Recruitment fee (n=8)	0	s47(1)	
Fixed cost with incidence= 50-70% Recruitment fee (n=8)	0	s47(1)	
Fixed cost with incidence >70% Recruitment fee (n=8)	0	s47(1)	
Quantitative Research			
Scripting and programming	0	s47(1)	
Fixed cost with incidence = 20-49% Panel fee and incentive (n=1,000)	0	s47(1)	
Fixed cost with incidence= 50-70% Panel fee and incentive (n=1,000)	0	s47(1)	
Fixed cost with incidence >70% Panel fee and incentive (n=1,000)	0	s47(1)	
<b>Indicative costs - concept testing</b>			
Qualitative research (Metro - in person)			
Room hire	10	s47(1)	
Moderation fee	10	s47(1)	
Fixed cost with incidence = 20-49% Recruitment fee (n=8)	0	s47(1)	
Fixed cost with incidence= 50-70% Recruitment fee (n=8)	0	s47(1)	
Fixed cost with incidence >70% Recruitment fee (n=8)	0	s47(1)	
Qualitative research (Regional - in person)			
Room hire	6	s47(1)	
Moderation fee	6	s47(1)	
Fixed cost with incidence = 20-49% Recruitment fee (n=8)	0	s47(1)	
Fixed cost with incidence= 50-70% Recruitment fee (n=8)	0	s47(1)	
Fixed cost with incidence >70% Recruitment fee (n=8)	0	s47(1)	
Qualitative research (Virtual)			
Room hire	2	s47(1)	
Moderation fee	2	s47(1)	
Fixed cost with incidence = 20-49% Recruitment fee (n=8)	0	s47(1)	
Fixed cost with incidence= 50-70% Recruitment fee (n=8)	0	s47(1)	
Fixed cost with incidence >70% Recruitment fee (n=8)	0	s47(1)	
Quantitative Research			
Scripting and programming	0	s47(1)	
Fixed cost with incidence = 20-49% Panel fee and incentive (n=1,000)	0	s47(1)	
Fixed cost with incidence= 50-70% Panel fee and incentive (n=1,000)	0	s47(1)	
Fixed cost with incidence >70% Panel fee and incentive (n=1,000)	0	s47(1)	
<b>Total Indicative Costs</b>			
<b>Total FTE Costs</b>			
<b>Total costs</b>			

\* Charges to be in accordance with the Statement of Requirement and no further rows may be added.

TOTAL (inc GST)	GST	TOTAL (ex GST)	
s47(1)		s47(1)	s47(1)
			<b>PLEASE LEAVE COMMENTS BELOW IF REQUIRED (yellow cells)</b>
TOTAL (inc GST)	GST	TOTAL (ex GST)	Comments - please flag here if you require an alternative rate
s47(1)	<p>erview cost, which was not included in costings</p> <p>Recruitment vary across the range of audiences included in this project and the template rates are not appropriate. See the third party costs tab for these costs.</p>		
s47(1)			
s47(1)			
s47(1)	<p>Panel costs (including scripting and programm</p>		
s47(1)			



## **TOTAL**

\*all third party production estimates to be provided on original letterhead of production company with associated third party product costs clearly explained

\* any costs not covered by variable, fixed or third party costs should be itemised here

\* any incentive costs should be itemised here and should identify any GST that may apply.

\*all third-party costs, including production and travel, must be itemised and provided to the Customer without any mark-ups.





Totals	TOTAL (exc GST) s47(1)	GST	TOTAL (inc GST)
Research - Variable Costs			
Research - Fixed Costs			
Research - Third Party Costs			
<b>GRAND TOTAL</b>	<b>\$499,996.78</b>	<b>\$45,130.68</b>	<b>\$545,127.46</b>

*\*Please note that this worksheet is automated from the data in the other three worksheets to calculate the Grand Total*

## Contract

The Supplier's offer dated 12/02/2025 for RFQ ID is accepted - see attached Statement of Work (Part 2).

This Contract is issued under the **Deed of Standing Offer (DoSO) SON3754402** for Government Communications Campaign Panel. The Parties agree that by signing this Commonwealth Contract they enter into a Contract comprising of:

- The DoSO and its terms, to the extent these apply (including the Additional DoSO Terms)
- This Contract Details form
- Statement of Work (Part 1) - Details of Customer's Requirement, including any Additional Contract Terms (as amended and agreed between the parties, and attached at Schedule 1)
- Statement of Work (Part 2) - Supplier's Response (as amended and agreed between the parties, and attached at Schedule 2)
- Commonwealth Contract Terms in force at the RFQ Release Date, available here: (<https://www.finance.gov.au/government/procurement/commonwealth-contracting-suite-ccs>).

### C.A.1 Contract Details

C.A.1(a)	Contract Reference ID	
C.A.1(b)	Contract Start Date	12 February 2025
C.A.1(c)	Contract End Date	This Contract will terminate on 30 June 2026
C.A.1(d)	Contract Extension Option	The Customer may extend the term of the Contract by two periods of 12 months each by giving Notice to the Supplier no less than 30 days prior to the expiry of the then current Contract term.
C.A.1(e)	Maximum Contract Price	The maximum Contract Price inclusive of GST and all taxes and charges will not exceed <b>\$545,127.46</b> as set out in R.B.3.

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

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

### C.A.2 Customer's Particulars

C.A.2(a)	Customer Name	The Commonwealth of Australia as represented by the Department of Infrastructure, Transport, Regional Development, Communications and the Arts
C.A.2(b)	Customer ABN	86 267 354 017
C.A.2(c)	Customer's Public Interest Disclosure Contact Officer <i>Refer to the Commonwealth DoSO Terms clause D.E.20.H.1 Public Interest Disclosure</i>	All Public Interest Disclosure matters relating to this Contract should be referred to:  Name/Position: Authorised Officer  Email: <a href="mailto:PID@infrastructure.gov.au">PID@infrastructure.gov.au</a>
C.A.2(d)	Delivery and Acceptance	See R.A.7 of Statement of Work (Part 1).
C.A.2(e)	Complaints <i>If your issue is not resolved, refer <a href="https://www.finance.gov.au">https://www.finance.gov.au</a> for more information relating to the handling of complaints</i>	In the first instance, complaints, if any, relating to this Contract should be directed to the Customer Contact Officer (see above) or:  Name/Position: Director, Governance Services  Email: <a href="mailto:clientservices@infrastructure.gov.au">clientservices@infrastructure.gov.au</a>

### C.A.3 Supplier's Particulars

C.A.3(a)	Supplier Name	ORIMA Research Pty Ltd
C.A.3(b)	Supplier ABN	77 076 347 914

## Commonwealth Contracting Suite – Deed of Standing Offer

C.A.3(c)	Supplier ACN	076 347 914
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**C.A.4 Notices under this Contract**

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

C.A.4(a)	Customer's Contract Manager	Name/Position:	s22(1)(a)(ii) [REDACTED], Campaigns Officer
		Postal Address:	GPO Box 594 Canberra ACT 2601
		Email:	s22(1)(a)(ii) [REDACTED]@infrastructure.gov.au
		Telephone:	s22(1)(a)(ii) [REDACTED]
C.A.4(b)	Supplier's Contract Manager	Name/Position:	s47F [REDACTED]
		Postal Address:	PO Box 1076, Collingwood VIC 3066, Australia
		Email:	s47F [REDACTED]@orima.com
		Telephone:	03 9526 9000

**C.A.5 Specified Personnel**

See R.B.4 of Statement of Work (Part 2) and D.D.3(r) of the DoSO.

**C.A.6 Subcontractors**

See R.B.5 of Statement of Work (Part 2).

**C.A.7 Invoices**

All invoices issued to the Customer must be addressed to the addressee and issued by email as specified in C.A.7(a) below.

C.A.7(a)	Customer's Address for Invoices	Addressee Name/Position:	s22(1)(a)(ii) [REDACTED], Campaigns Officer
		Email:	s22(1)(a)(ii) [REDACTED]@infrastructure.gov.au

## Commonwealth Contracting Suite – Deed of Standing Offer

**EXECUTED** as a contract:

Signed for and on behalf of the **Commonwealth of Australia** as represented by the Department of Infrastructure, Transport, Regional Development, Communications and the Arts **ABN** 86 267 354 017 by its duly authorised delegate in the presence of:

s22(1)(a)(ii)

Signature of delegate

s22(1)(a)(ii)

s22(1)(a)(ii)

Position of delegate (*print*)

Assistant Secretary (Alg)

Date:

18/2/2025

**Executed** by Orima Research Pty Ltd **ACN** 076 347 914 **ABN** 77 076 347 914 in accordance with section 127 of the *Corporations Act 2001*:

Signature of director

s47F

Signature of director

s47F

Name of director (*print*)

s47F

Name of director (*print*)

s47F

Date:

17 February 2025

## Statement of Work (Part 1)

Standing Offer Notice (SON) ID	SON3754402
RFQ Reference ID	N/A
Customer Name	Department of Infrastructure, Transport, Regional Development, Communications and the Arts

## Details of Customer's Requirement

The Supplier must provide the Customer's Requirement in accordance with the Deed of Standing Offer plus any detailed below:

R.A.1	Required Capabilities	Developmental and Concept Testing Market Research
R.A.2	<b>Detailed Description of the Requirement</b>	<p>The Customer is seeking specialist research services to inform the development of the Social Media Minimum Age Limit campaign. The Customer requires developmental, concept and refinement testing research services for this campaign as set out in this Statement of Work.</p> <p>In November 2024 the Australian Government introduced the Online Safety Amendment (Social Media Minimum Age) Bill 2024. Following the passage of legislation, it received Royal Assent in December 2024. This legislation aims to protect young people by introducing a minimum age of 16 years for access to specified social media platforms.</p> <p>Prior to the legislation being introduced, market research was conducted and extensive consultation with the experts, parents, young people and the wider community was undertaken. There was strong agreement through this process and with the input of states and territories, that until a child turns 16, the social media environment as it stands is not age-appropriate for them.</p> <p>The Act will require age-restriction to be applied to social media platforms (including Snapchat, TikTok, Facebook, Instagram and X) and for those platforms to take reasonable steps to prevent Australians under 16 years from having accounts on their platform.</p> <p>However, the Act ensures that the law is responsive to the ever-evolving nature of technology, while enabling continued access to messaging, online gaming, and services and apps that are primarily for the purposes of education and health support – like Headspace, Kids Helpline, Google Classroom and YouTube.</p> <p>Developmental research is required to determine current perceptions and levels of awareness about the changes social media access, and to inform and refine the campaign approach. The research will also need to test creative 'territories' (sentiments and themes which inform the development of creative materials and messaging).</p> <p>The research will also need to explore and provide insights on:</p> <ul style="list-style-type: none"> <li>• audiences and appropriate segmentation</li> <li>• preferred communication channels</li> <li>• terminology ie. minimum age limits / minimum age requirements etc.</li> <li>• attitudes towards changes to social media access and the age assurance requirement for access to social media.</li> <li>• timing of the campaign.</li> </ul> <p>The Supplier's Response should outline a recommended approach and address information outlined in the integrated communication brief document and discussion in the preliminary mandatory meetings and costings for developmental and concept/refinement testing research. It should include approaches to ethics, methodology requirements, timing and budget breakdowns and milestones. The Customer requires advice on the most appropriate methodology and approach for developmental research.</p> <p>Modifications to the concept/refinement research task as a result of significant changes to the campaign creative or approach may result in contract variations in order for the parties to agree on a revised concept/refinement testing approach, which may result in revised costings to be agreed.</p>
R.A.3	Standards	The Supplier must comply with the following Standards:

## Commonwealth Contracting Suite – Deed of Standing Offer

		<ul style="list-style-type: none"> <li>any Standards specified in the DoSO, and</li> <li>the Australian Market and Social Research Standard (ISO 20252)</li> </ul>
R.A.4	<b>Key Performance Indicators</b>	Not Applicable
R.A.5	<b>Security Requirements</b>	<p>Supplier personnel undertaking work on this Contract will not be required to hold a current security clearance.</p> <p>The Supplier must comply with the Security Requirements specified in the DoSO.</p>
R.A.6	<b>Work Health and Safety</b>	The Supplier must comply with Work Health and Safety requirements specified in the DoSO.
R.A.7	<b>Delivery and Acceptance</b>	<p>In addition to the Delivery and Acceptance requirements specified in the DoSO, the Supplier must ensure that the Deliverables:</p> <ul style="list-style-type: none"> <li>clearly and concisely identify and communicate the key insights that will tangibly help inform the development of the extended campaign's Integrated Communication Strategy and approach</li> <li>distil findings into actionable and easily understood insights that aid strategic and creative communications</li> <li>create clear, concise and accurate reports that add to the overall knowledge and understanding of other Village companies and builds an evolving understanding of the key issues by a Village</li> <li>show understanding of the core challenge that the Australian Government is seeking to address through integrated communications, and</li> <li>show understanding of the role informed and evidence-based research can play in identifying and articulating the key issues and opportunities related to the campaign objectives outlined in <b>Annexure A to Statement of Work (Part 1) – Integrated Communications Brief</b>.</li> </ul>
R.A.8	<b>Reporting</b>	The Supplier must provide the Customer with a list of Deliverables detailed that address the information in R.A.2.
R.A.9	<b>Meetings</b>	<p>The Supplier must attend meetings as set out in the DoSO and Schedule 1 - Statement of Work (Part 1).</p> <p>In addition, the Supplier must also meet with the Customer on a regular basis when research is in field and as otherwise notified by the Customer from time to time.</p>
R.A.10	<b>Facilities and Assistance offered by the Customer</b>	The Customer will not make any facilities or assistance available to the Supplier.
R.A.11	<b>Customer Material provided by the Customer:</b>	The Customer will not provide any material.
R.A.12	<b>Insurances</b>	The Supplier must ensure that it maintains appropriate insurances for the purposes of this Contract.
R.A.13	<b>Indigenous Procurement Policy Requirements</b>	<p>The Supplier must use reasonable endeavours to increase its:</p> <ul style="list-style-type: none"> <li>purchasing from Indigenous enterprises; and</li> <li>employment of Indigenous Australians,</li> </ul> <p>in the provision of the Required Capabilities.</p>

## Commonwealth Contracting Suite – Deed of Standing Offer

		<p>Purchases from Indigenous enterprises may be in the form of engagement of an Indigenous enterprise as a subcontractor, and use of Indigenous suppliers in the seller's supply chain.</p> <p>In R.A.13, "<b>Indigenous enterprise</b>" means an organisation that is 50 per cent or more Indigenous owned that is operating a business.</p>
<b>R.A.14</b>	<b>WGE compliance</b>	<p>If the Supplier is a relevant employer, the Supplier must provide a current letter of compliance issued by the Workplace Gender Equality Agency within 18 months of the commencement of the Contract and following this, annually to the Customer.</p>

## Additional Contract Terms

### Note to Supplier:

This is an example of **some** of the additional terms which may be included in a Contract. This is not an exhaustive list of terms and Customers will ensure that any additional contract terms are tailored and appropriate to meet the Customer's requirements. Customers may therefore seek to amend, remove, or add to any of the following example terms, as required by the Customer.

An executed Contract will incorporate the Commonwealth Contract Terms current at the date of the Request for Quote, the following Additional Contract Terms, and any applicable terms in the DoSO, will form the Contract if agreed and signed by the Customer:

R.A.15	<p><b>Payment</b></p> <p>Where the Customer and the Supplier both have the capability to deliver and receive e-Invoices through the Pan-European Public Procurement On-Line (<b>PEPPOL</b>) framework and have agreed to use electronic invoicing (e-Invoicing), 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.</p> <p>In all other circumstances, 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.</p> <p>If the total initial value of the Contract (excluding any options, extensions, renewals or other mechanisms that may be executed over the life of the contract) is less than A\$1 million (GST inclusive) and 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.</p> <p>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 available on the Australian Taxation Office website as it applies on the day the amount was due and payable expressed as a daily rate.</p>
R.A.16	<p><b>Intellectual Property – Supplier Owns</b></p> <p>The Supplier owns the Intellectual Property Rights in the Material created under this Contract. The Supplier grants to the Customer:</p> <p>a non-exclusive, irrevocable, royalty-free, perpetual, world-wide licence to exercise the Intellectual Property Rights in the Material provided under this Contract for any purpose; and</p> <p>a right to sub-licence the rights in (a) above to third parties, including to the public under an open access or Creative Commons 'BY' licence.</p> <p>The licence excludes the right of commercial exploitation by the Customer.</p> <p>The Supplier warrants that it is entitled to grant this licence to the Customer; and that the provision of the Goods and/or Services and any Material by the Supplier under this Contract, and its use by the Customer, in accordance with this Contract, will not infringe any third party's Intellectual Property Rights and Moral Rights.</p> <p>Intellectual Property Rights in Goods provided under this Contract or pre-existing Intellectual Property of the Supplier, set out below (if any), will not change as a result of this Contract.</p>
R.A.17	<p><b>Not used</b></p>
R.A.18	<p><b>Confidential Information of the Supplier</b></p> <p>For confidential information of the Supplier listed at <b>R.B.8</b> (if any), the Customer agrees that the information meets the Commonwealth's confidentiality guidelines and agrees to treat the information as</p>

## Commonwealth Contracting Suite – Deed of Standing Offer

	confidential unless required by law to disclose the information. The Customer retains the right to disclose any other information contained in this Contract.
R.A.19	<p><b>Directions from the Lead Customer</b></p> <p>The Supplier must comply with any reasonable directions given by the Lead Customer from time to time in relation to the performance of the Services under this Contract. If there is any inconsistency in any direction given by the Lead Customer under this DoSO or a Customer under any Contract, the directions of the Lead Customer will prevail.</p>
R.A.20	<p><b>Child Safety</b></p> <p><i>Application</i></p> <ol style="list-style-type: none"> <li>1. This clause applies if any part of the Services involves the Supplier employing or engaging a person (whether as an officer, employee, contractor, or volunteer) that is required by State or Territory law to have a Working With Children Check to undertake the Services or any part of the Services.</li> </ol> <p><i>Definitions</i></p> <ol style="list-style-type: none"> <li>2. In this Agreement:       <p><b>Child</b> means an individual(s) under the age of 18 years and Children has a similar meaning;</p> <p><b>Child-Related Personnel</b> means officers, employees, contractors, agents and volunteers of the Supplier involved with the Services who as part of that involvement may interact with Children;</p> <p><b>Legislation</b> means a provision of a statute or subordinate legislation of the Commonwealth, or of a State, Territory or local authority;</p> <p><b>National Principles for Child Safe Organisations</b> means the <i>National Principles for Child Safe Organisations</i>, endorsed by the Council of Australian Governments as published by the Commonwealth Government (available at: <a href="https://childsafe.humanrights.gov.au/national-principles">https://childsafe.humanrights.gov.au/national-principles</a>);</p> <p><b>Relevant Legislation</b> means Legislation in force in any jurisdiction where any part of the Services may be carried out;</p> <p><b>Working With Children Check or WWCC</b> means the process in place pursuant to Relevant Legislation to screen an individual for fitness to work with Children.</p> </li> </ol> <p><i>Relevant checks and authority</i></p> <ol style="list-style-type: none"> <li>3. The Supplier must:       <ol style="list-style-type: none"> <li>(a) comply with all Relevant Legislation relating to the employment or engagement of Child-Related Personnel in relation to the Services, including all necessary WWCCs however described; and</li> <li>(b) ensure that WWCCs obtained in accordance with this clause remain current and that all Child-Related Personnel continue to comply with all Relevant Legislation for the duration of their involvement in the Services.</li> </ol> </li> </ol> <p><i>National Principles for Child Safe Organisations and other action for the safety of Children</i></p> <ol style="list-style-type: none"> <li>4. The Supplier agrees in relation to the Services to:       <ol style="list-style-type: none"> <li>(a) implement the National Principles for Child Safe Organisations;</li> <li>(b) ensure that all Child-Related Personnel implement the National Principles for Child Safe Organisations;</li> <li>(c) complete and update, at least annually, a risk assessment to identify the level of responsibility for Children and the level of risk of harm or abuse to Children;</li> <li>(d) put into place and update, at least annually, an appropriate risk management strategy to manage risks identified through the risk assessment required by this clause;</li> <li>(e) provide training and establish a compliance regime to ensure that all Child-Related Personnel are aware of, and comply with:           <ol style="list-style-type: none"> <li>(i) the National Principles for Child Safe Organisations;</li> <li>(ii) the Supplier's risk management strategy required by this clause;</li> </ol> </li> </ol> </li> </ol>

## Commonwealth Contracting Suite – Deed of Standing Offer

	<p>(iii) Relevant Legislation relating to requirements for working with Children, including WWCCs; and</p> <p>(iv) Relevant Legislation relating to mandatory reporting of suspected child abuse or neglect, however described; and</p> <p>(f) provide the Customer with an annual statement of compliance with this clause in such form as may be specified by the Customer.</p> <p>5. With reasonable notice to the Supplier, the Customer may conduct a review of the Supplier's compliance with this clause.</p> <p>6. The Supplier agrees to:</p> <ul style="list-style-type: none"> <li>(a) notify the Customer of any failure to comply with this clause;</li> <li>(b) co-operate with the Customer in any review conducted by the Customer of the Supplier's implementation of the National Principles for Child Safe Organisations or compliance with this clause; and</li> <li>(c) promptly, and at the Supplier's cost, take such action as is necessary to rectify, to the Customer's satisfaction, any failure to implement the National Principles for Child Safe Organisations or any other failure to comply with this clause.</li> </ul> <p>7. When Child Safety obligations may be relevant to a Subcontract, the Supplier must ensure that any subcontract entered into by the Supplier for the purposes of fulfilling the Supplier's obligations under the contract imposes on the Subcontractor the same obligations regarding Child Safety that the Supplier has under the Contract. Each subcontract must also require the same obligations (where relevant) to be included by the Subcontractor in any secondary subcontracts.</p>
R.A.21	<p><b>Working with Vulnerable Persons</b></p> <p>1. In this clause:</p> <p><b>Criminal or Court Record</b> means any record of any Other Offence;</p> <p><b>Other Offence</b> means, in relation to a person, a conviction, finding of guilt, on-the-spot fine for, or court order relating to:</p> <ul style="list-style-type: none"> <li>(a) an apprehended violence or protection order made against the person;</li> <li>(b) the consumption, dealing in, possession or handling of alcohol, a prohibited drug, narcotic or other prohibited substance;</li> <li>(c) violence against another person or the injury, but excluding the death, of another person; or</li> <li>(d) an attempt to commit a crime or offence, or to engage in any conduct or activity, described in paragraphs (a) to (c);</li> </ul> <p><b>Police Check</b> means a formal inquiry made to the relevant police authority in each State or Territory and designed to obtain details of an individual's criminal conviction or a finding of guilt in all places (within and outside Australia) that the Supplier knows the person has resided in;</p> <p><b>Serious Offence</b> means:</p> <ul style="list-style-type: none"> <li>(a) a crime or offence involving the death of a person;</li> <li>(b) a sex-related offence or a crime, including sexual assault (whether against an adult or child); child pornography, or an indecent act involving a child;</li> <li>(c) fraud, money laundering, insider dealing or any other financial offence or crime, including those under legislation relating to companies, banking, insurance or other financial services; or</li> <li>(d) an attempt to commit a crime or offence described in (a) to (c);</li> </ul> <p><b>Serious Record</b> means a conviction or any finding of guilt regarding a Serious Offence; and</p> <p><b>Vulnerable Person</b> means an individual aged 18 years and above who is or may be unable to take care of themselves, or is unable to protect themselves against harm or exploitation for any</p>

## Commonwealth Contracting Suite – Deed of Standing Offer

reason, including age, physical or mental illness, trauma or disability, pregnancy, the influence, or past or existing use, of alcohol, drugs or substances or any other reason.

2. Before any person commences performing work on any part of the Services that involves working or contact with a Vulnerable Person, the Supplier must:
  - (a) obtain a Police Check for that person;
  - (b) confirm that the person is not prohibited by any law from being engaged in a capacity where they may have contact with a Vulnerable Person;
  - (c) comply with all State, Territory or Commonwealth laws relating the employment or engagement of persons in any capacity where they may have contact with a Vulnerable Person; and
  - (d) ensure that the person holds all licences or permits for the capacity in which they are to be engaged, including any specified in the Contract.
3. The Supplier must ensure that Police Checks and any licences or permits obtained in accordance with this clause remain current for the duration of their involvement in the Services.
4. The Supplier must ensure that a person is not involved in the delivery of any Services that involves working or contact with a Vulnerable Person if a Police Check indicates that the person at any time has:
  - (a) a Serious Record; or
  - (b) a Criminal or Court Record,
 unless and until the Supplier has:
  - (c) conducted a detailed risk assessment in writing and determined that any risk is acceptable; and
  - (d) obtained the Customer's explicit prior written consent.
5. In undertaking this risk assessment, the Supplier must have regard to:
  - (a) the nature and circumstances of the offence(s) on the person's Criminal or Court Record and whether the charge or conviction involved Vulnerable Persons;
  - (b) whether the person's Criminal or Court Record is directly relevant to, or reasonably likely to impair the person's ability to perform, the role that the person will, or is likely to, perform in relation to the Services;
  - (c) the length of time that has passed since the person's charge or conviction and their record since that time;
  - (d) the circumstances in which the person will, or is likely to, have contact with a Vulnerable Person as part of the Services; and
  - (e) any other relevant matter.
6. If during the term of the Contract a person involved in performing work on any part of the Services that involves working or contact with a Vulnerable Person is:
  - (a) charged with a Serious Offence or Other Offence, the Supplier must immediately notify the Customer; or
  - (b) convicted of a Serious Offence, the Supplier must immediately notify the Customer and ensure that that person does not, from the date of the conviction, perform any work or role relating to the Services.

## Statement of Work (Part 2)

Standing Offer Notice (SON) ID	SON3754402
RFQ Reference ID	N/A

## Supplier's Response

The Supplier proposes to provide the Customer's Requirement as set out in the Statement of Work (Part 1) as set out below:

R.B.1	Supplier Details		
R.B.1(a)	Supplier Name	ORIMA Research Pty Ltd	
R.B.1(b)	Supplier ABN	77 076 347 914	
R.B.1(c)	Supplier ACN	076 347 914	
R.B.1(d)	Supplier Contact Officer  Unless otherwise specified, the Contact Officer is nominated as the Supplier Contract Manager.	Name/Position: <b>s47F</b> Director  Postal Address: 65 Oxford St, Collingwood Vic 3006  Email: <b>s47F</b> @orima.com  Telephone: 03 9526 9000/ <b>s47F</b>	
R.B.2	<p><b>Detailed Proposal to meet the Customer's Requirement</b></p> <p><b>Our understanding of your need</b></p> <p>In November 2024, the Australian Government enacted the <i>Online Safety Amendment (Social Media Minimum Age) Bill 2024</i>, which sets a minimum age of 16 for users to access certain social media platforms. This legislation, underpinned by the vulnerability of younger adolescents to social media's negative impacts, places the responsibility of age verification onto the platforms themselves. The Bill amends the <i>Online Safety Act 2021</i>, introducing requirements for age-restricted platforms to implement reasonable age assurance measures, while excluding services focused on education, health and gaming from these restrictions.</p> <p>The legislation also safeguards privacy by mandating the destruction of data post-verification and prohibiting the use of government identification for age assurance without offering reasonable alternatives. Penalties for non-compliance are substantial, with corporations facing fines up to \$49.5 million. The Bill allows for a 12-month implementation period post-Royal Assent, meaning that platforms will need to have age assurance processes in place by early December 2025.</p> <p>The Australian Government has allocated \$6.5 million for a technical trial of age assurance technologies to evaluate their effectiveness and readiness for implementation in the Australian context. This independent trial, conducted by the Age Check Certification Scheme, will inform regulatory guidance on the reasonable steps social media platforms must take to comply with the new age verification requirements.</p> <p>The Department of Infrastructure, Transport, Regional Development, Communications and the Arts (the Department) has responsibility for communicating the changes. The key objective of this research is to inform the development of a communications campaign, including:</p> <ul style="list-style-type: none"> <li>The target audiences required for the campaign – while there is an expectation that parents will be a primary target audience for the campaign, the research will assess whether other audiences should also be included, particularly children/ young people (i.e. to directly communicate about the changes), key influencers of children/ young people (i.e. to indirectly communicate to children/ young people) and the general public without dependent children (e.g. if there are concerns amongst this audience about being age assured);</li> <li>Timing and phasing for the campaign – including whether one or more campaign phases are required, and the most suitable timing of these; and</li> </ul>		

- The communications approach – including messaging, language, channels (including the appropriateness of social media as a channel given the topic), source, tone and style.

## Our relevant experience

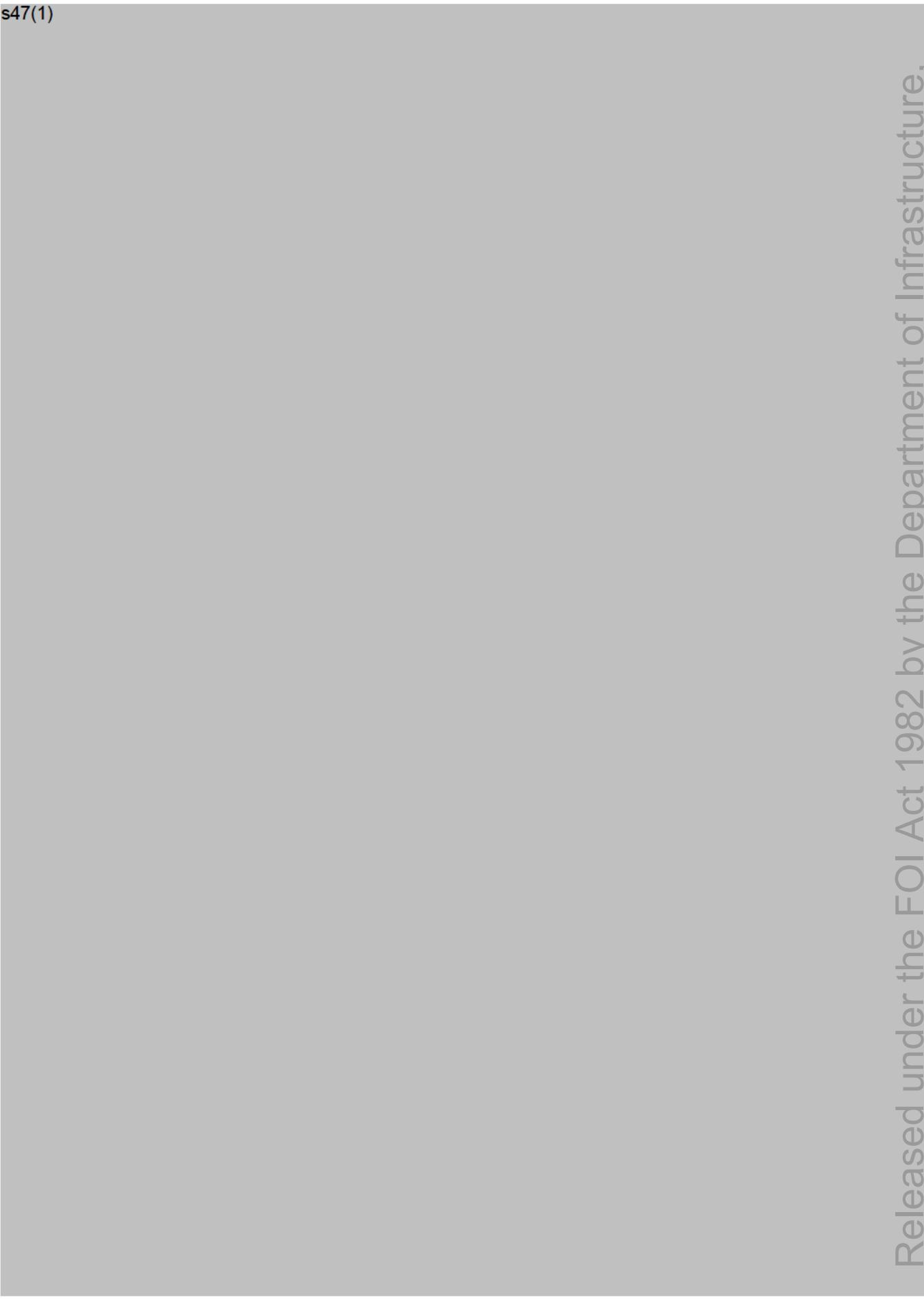
ORIMA has a large team of industry-leading researchers who specialise in social marketing campaigns and communications research. ORIMA's extensive experience in communications campaigns allows us to draw from a wide range of disciplines, adapting innovative ideas to the unique challenges of communicating about SMMAL. Our relevant experience includes research to inform campaign development, concept testing and refinement testing for:

- **Australian Government Department of Infrastructure, Transport, Regional Development, Communication and the Arts (2021-2023):** Multiple rounds of qualitative and quantitative research to inform a national communications campaign in relation to the Online Safety Act 2021. The research included developmental, concept testing and refinement testing research conducted with the general public, parents, people with a disability, CALD, First Nations, LGBTIQ+ and youth audiences. ORIMA conducted further research in 2023 to inform a post-launch refresh of the campaign.
- **Australian Government Department of Communication and the Arts (2019):** Research to inform the *Start the Chat* campaign, with the aim of raising awareness and understanding of online safety and increasing reporting behaviours. This research covered topics that had the potential to be highly sensitive and/or emotive and included parents and carers of young people with disability.
- **Australian Government Department of Home Affairs (2024):** Qualitative research to inform strategic communications activities to support the prevention of religiously motivated violent extremism. This included a literature review, stakeholder interviews, and community consultation, conducted sensitively and in cooperation with relevant communities, with a particular focus on online channels
- **Australian Government Department of Social Services (2023-2024):** Developmental research, concept testing, and refinement testing to inform a campaign to raise awareness of volunteering among young people (aged 15-18).
- **Australian Electoral Commission (2016-2024):** Multiple rounds of qualitative and quantitative research to inform a range of education, communication and engagement programs across several national communications campaigns relating to federal elections. This research aimed to maximise enrolment, turnout and participation in federal voting events (including the referendum) amongst all Australians eligible to vote.
- **Australian Government Department of Infrastructure, Transport, Regional Development, Communications and the Arts (2023-2024):** Multiple rounds of qualitative and quantitative research to inform the development of a road safety communications campaign for target audiences of regional communities and heavy vehicle drivers. This research included developmental and concept testing research phases.
- **Australian Bureau of Statistics (2024):** Qualitative and quantitative research to inform the development of a communications strategy aimed at supporting completion of the next Australian Census. This segmentation will ensure that communications are targeted by audience (including people with CALD backgrounds, First Nations people and people living in regional communities) and are effective in educating the public about the Census and increasing completion of the Census.
- **National Emergency Management Authority (2024):** Qualitative and quantitative research to inform a communications campaign to support appropriate behavioural responses to emergency messaging designed to support safety in natural disasters and security threats.
- **Australian Centre to Counter Child Exploitation (2019):** research to inform the development of a national information campaign and engagement approach to raise awareness of online child

	<p>exploitation and encourage preventative behaviour change amongst children, parents/ carers and educators. Research report published <a href="#">here</a>.</p> <h3>Overview of research design</h3> <p>We have carefully considered the research context and requirements, and recommend a multi-staged project approach (as outlined in Figure 1 below). Our <b>core approach</b> consists of:</p> <ul style="list-style-type: none"> <li>• A <b>Human Research Ethics Committee (HREC)</b> review – to ensure the research is conducted in a safe and ethical manner given the sensitive nature of the topic and inclusion of younger audiences (i.e. aged 8-17 years);</li> <li>• <b>Developmental research</b> – to provide a robust evidence base for the campaign we propose including both qualitative and quantitative research at the developmental stage, specifically: <ul style="list-style-type: none"> <li>◦ <b>Qualitative research</b>, conducted via 24 focus groups (including full, mini, online and friendship focus groups), 10 paired in-depth interviews and 1 in-depth interview with up to <b>n=222 participants</b>. This large sample size is required due to the number of varied target audiences required to be included in the research;</li> <li>◦ <b>Quantitative research</b> via a nationally representative online survey with <b>n=2,000</b> people aged 16 and older (with boosts conducted, if necessary, to achieve a minimum <b>n=500</b> parents/ carers of children aged 8-15), as well as <b>n=300</b> children aged 8-15 years;</li> </ul> </li> <li>• <b>Concept testing research</b> – conducted via 8 face-to-face and 2 online focus groups, with up to <b>n=100</b> participants; and</li> <li>• <b>Refinement testing research</b> – conducted via 8 face-to-face focus groups, with up to <b>n=80</b> participants.</li> </ul> <p>In addition, we propose an <b>optional ‘pulse check’ research component</b> to monitor and respond to the evolving public discourse around SMMAL.</p>
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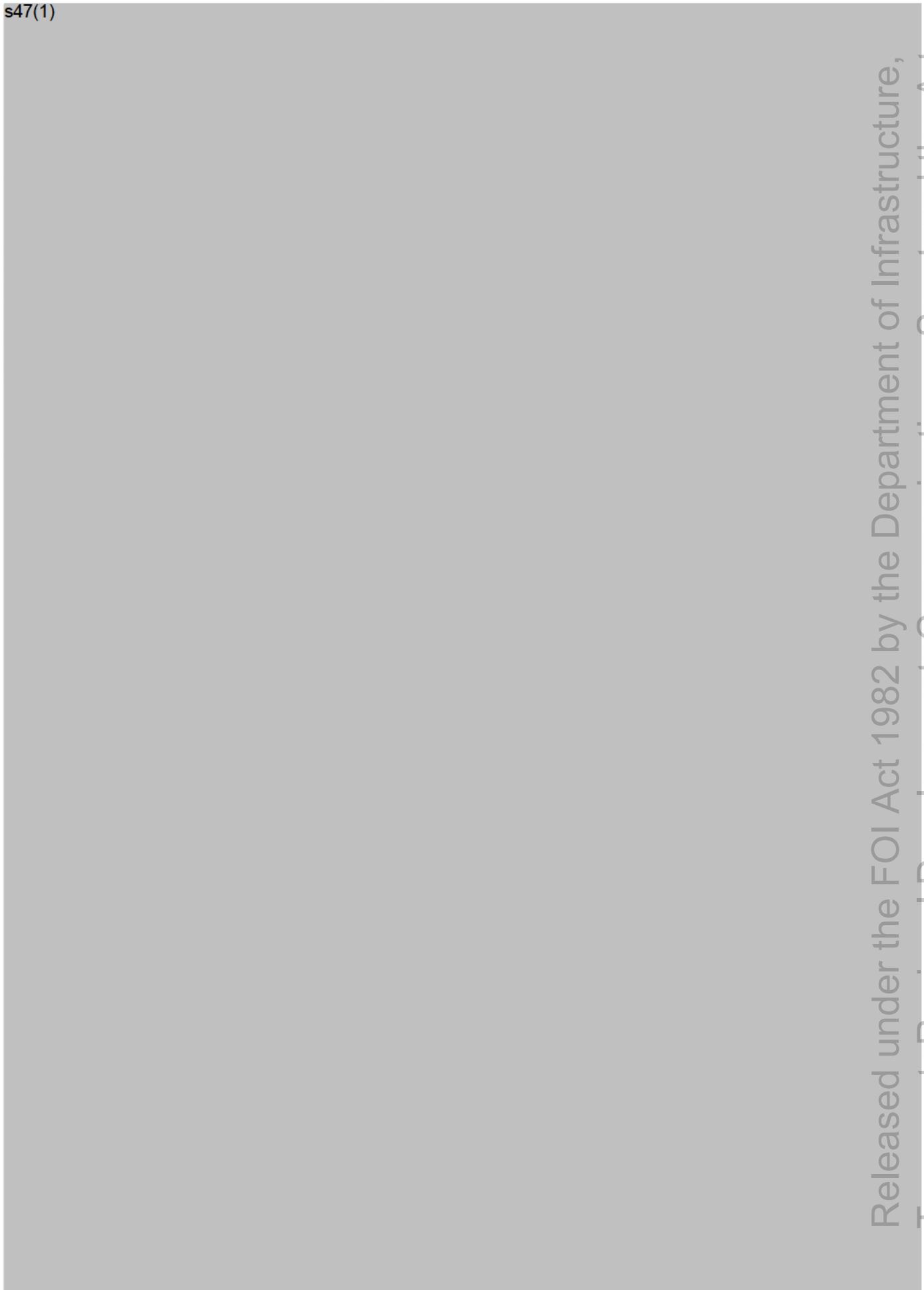
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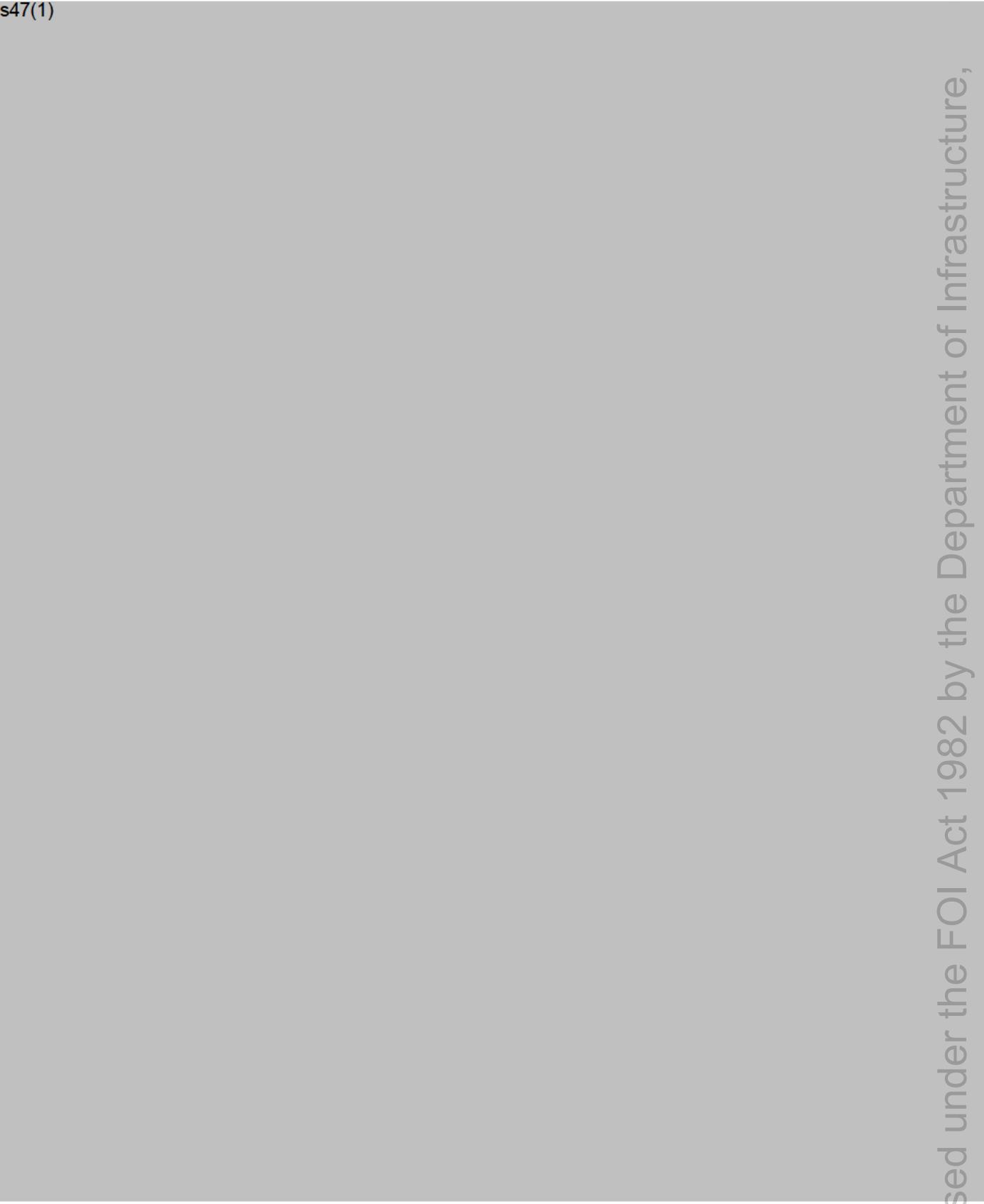
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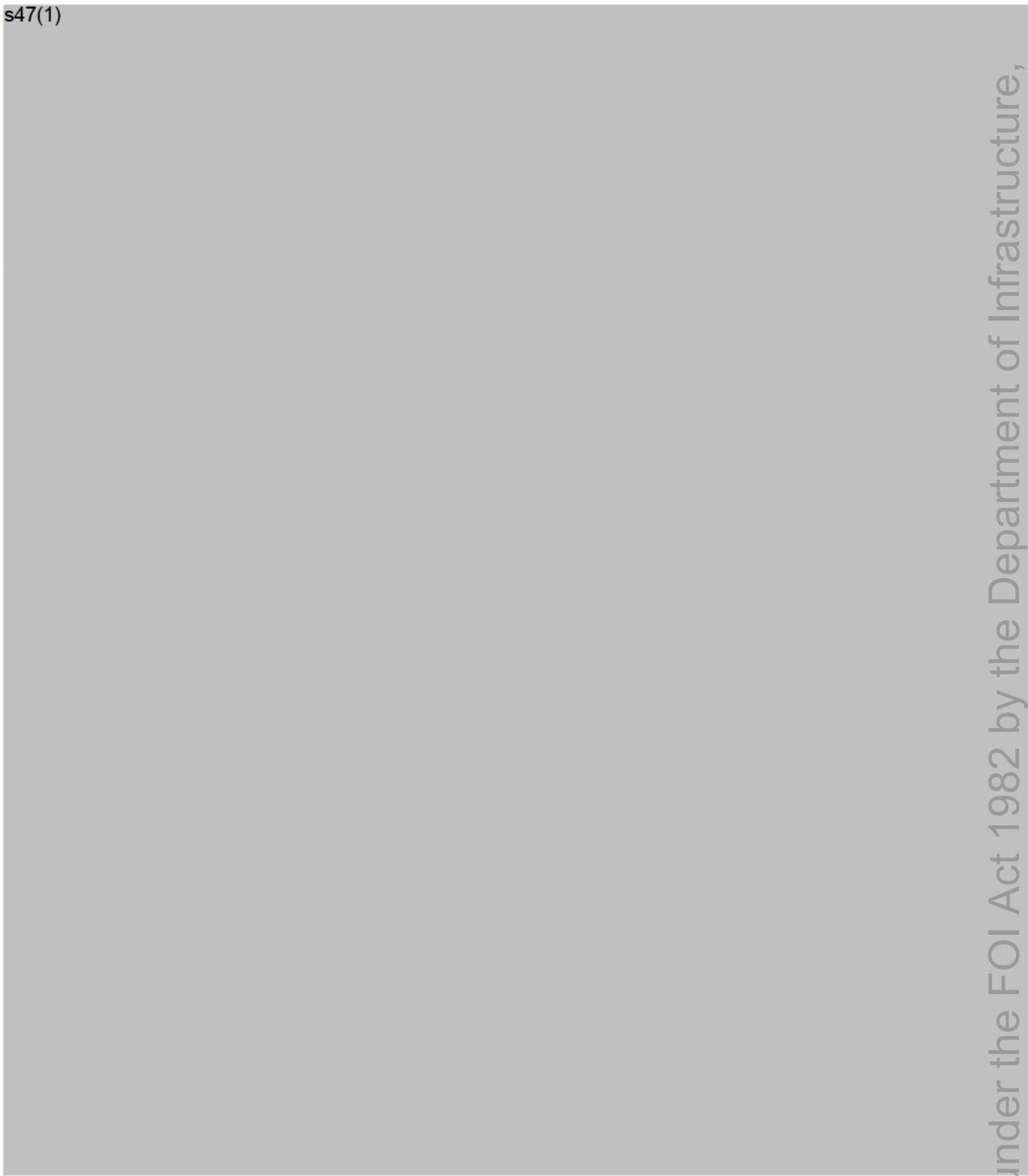
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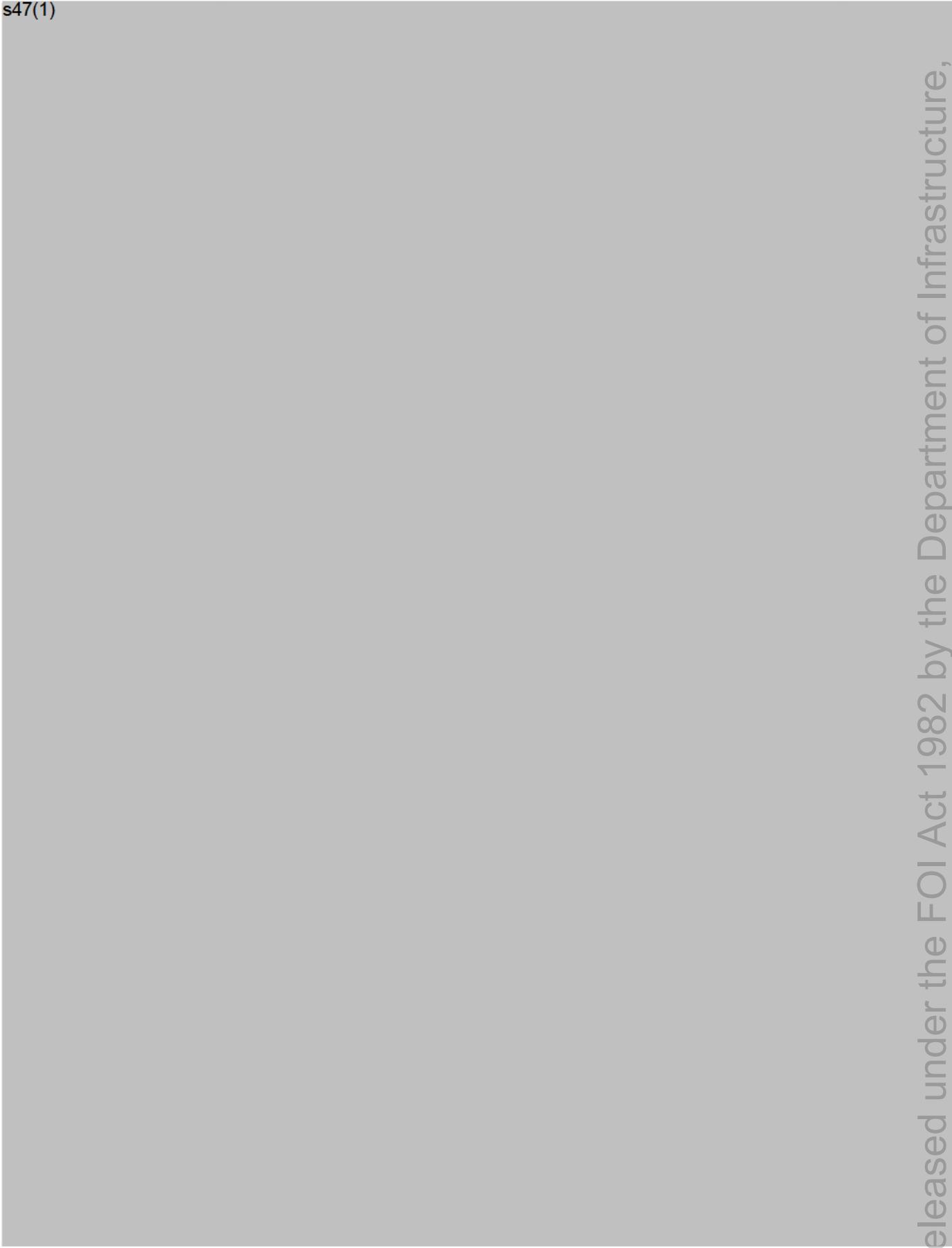
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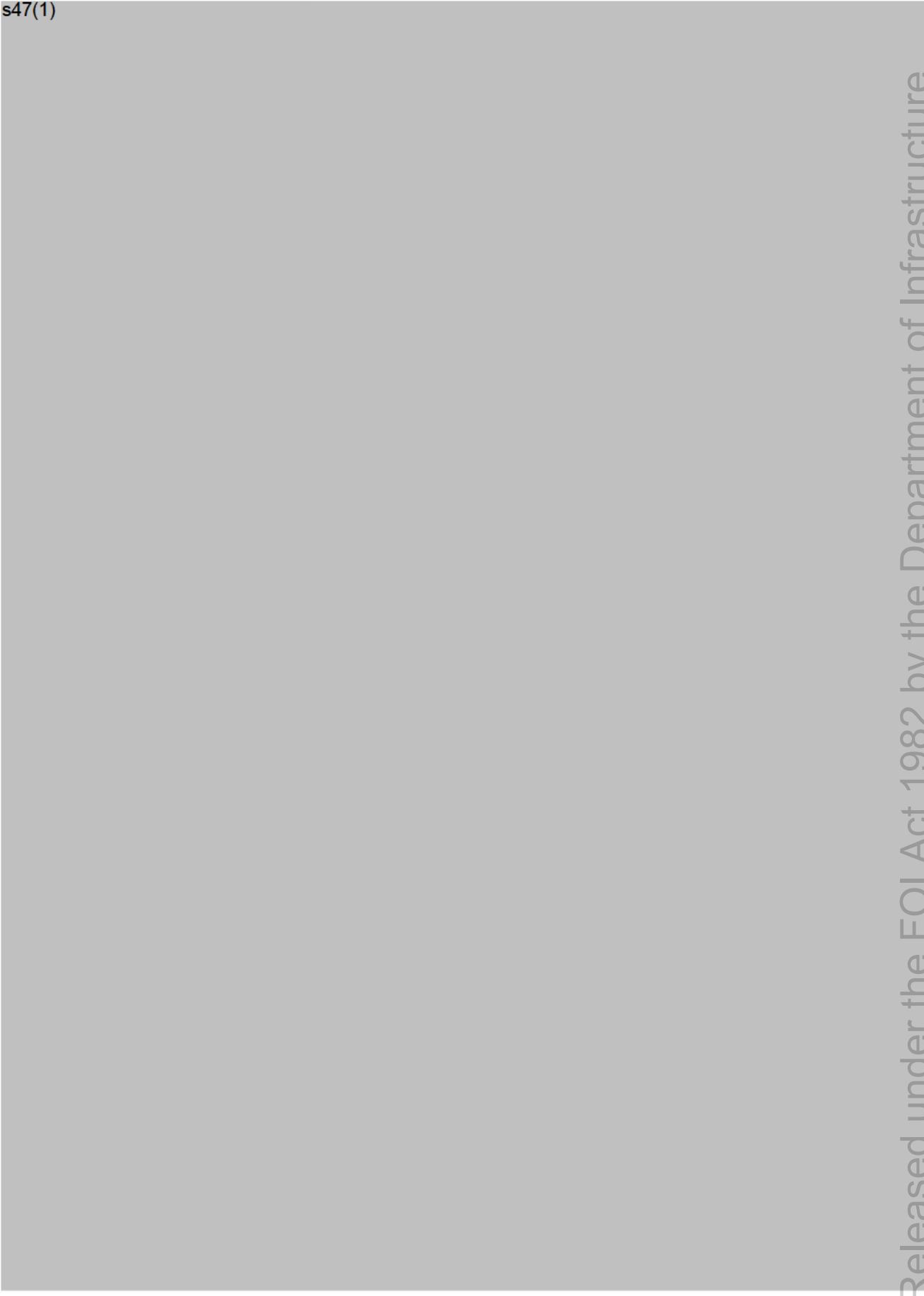
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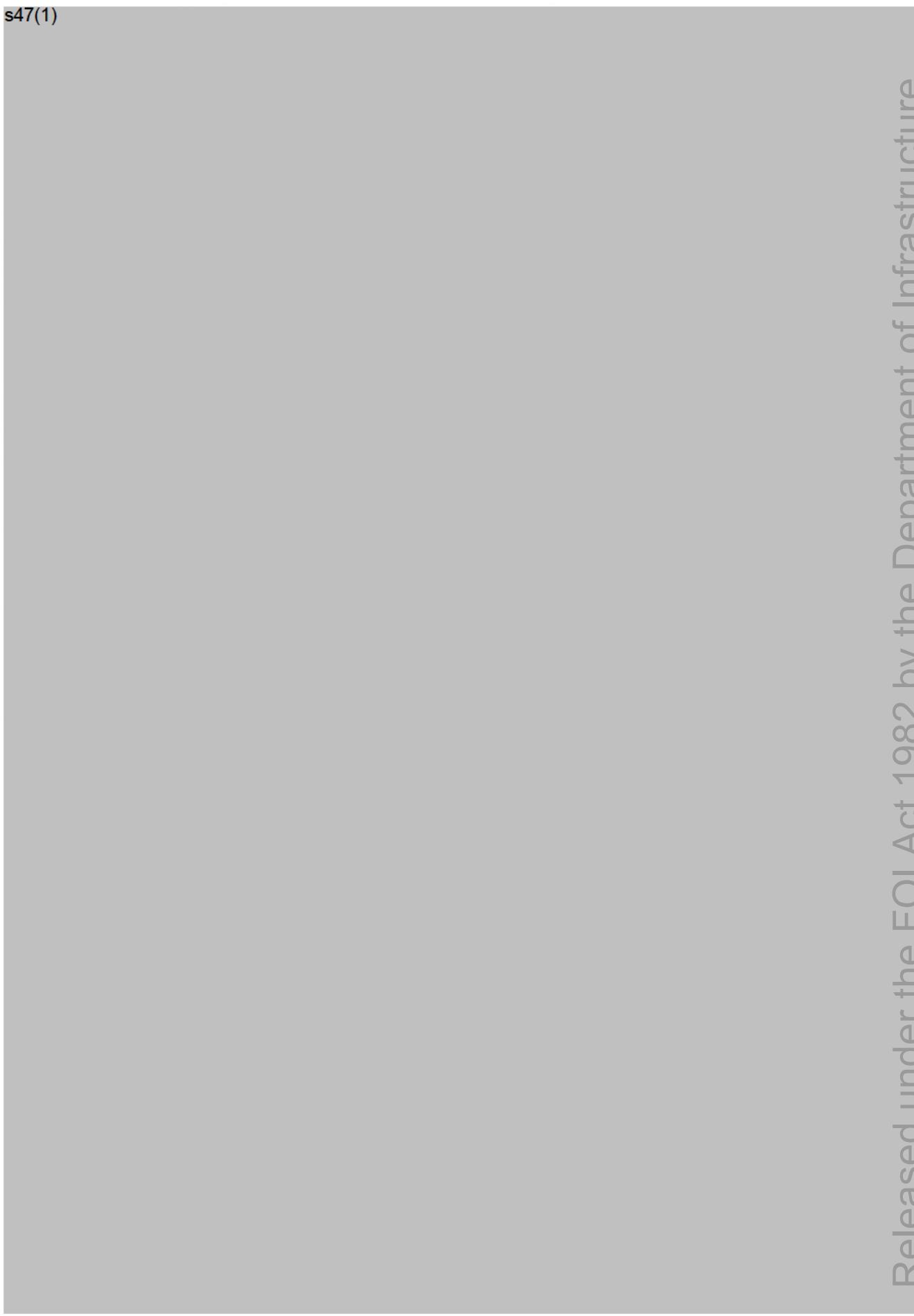
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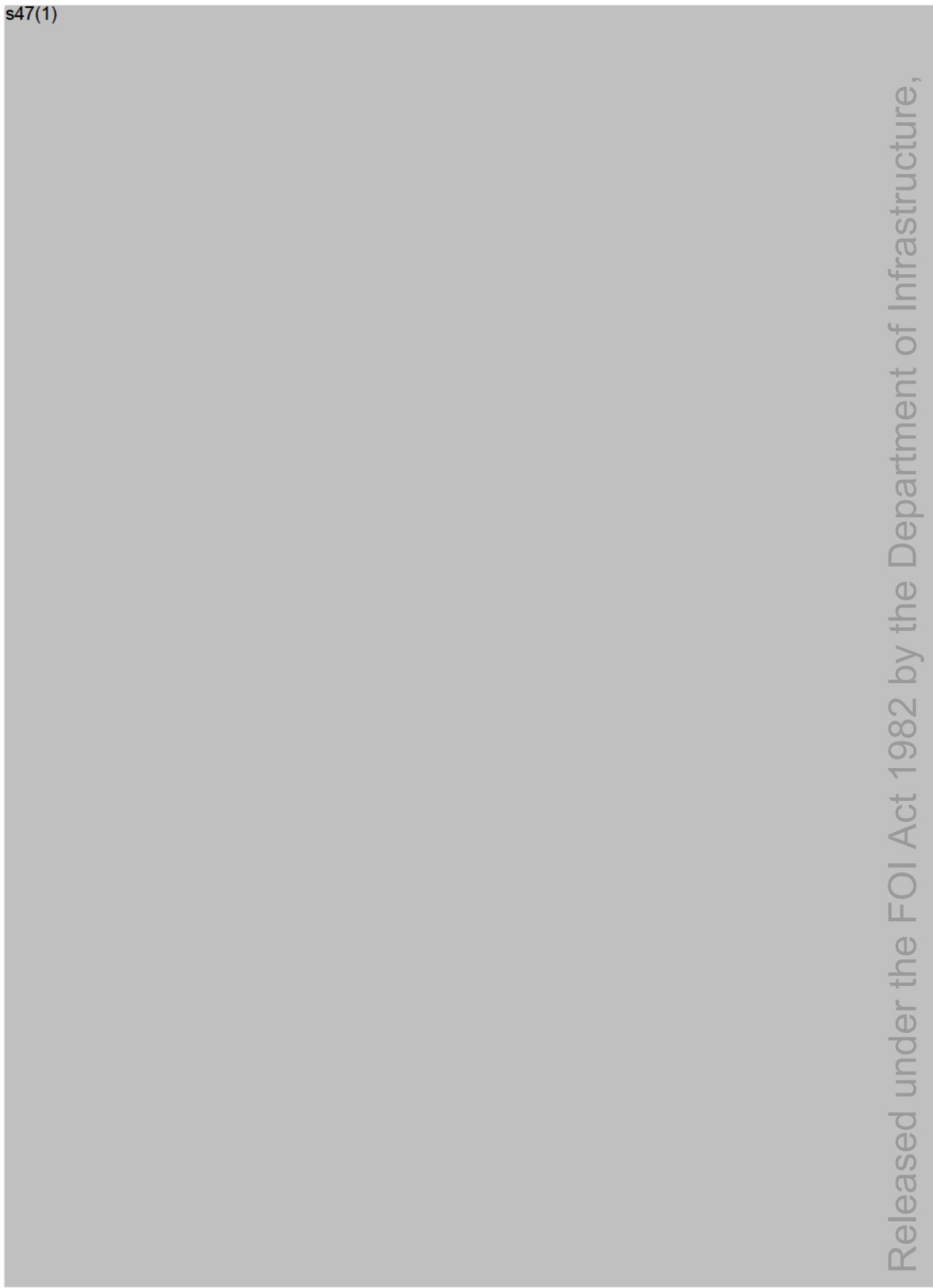
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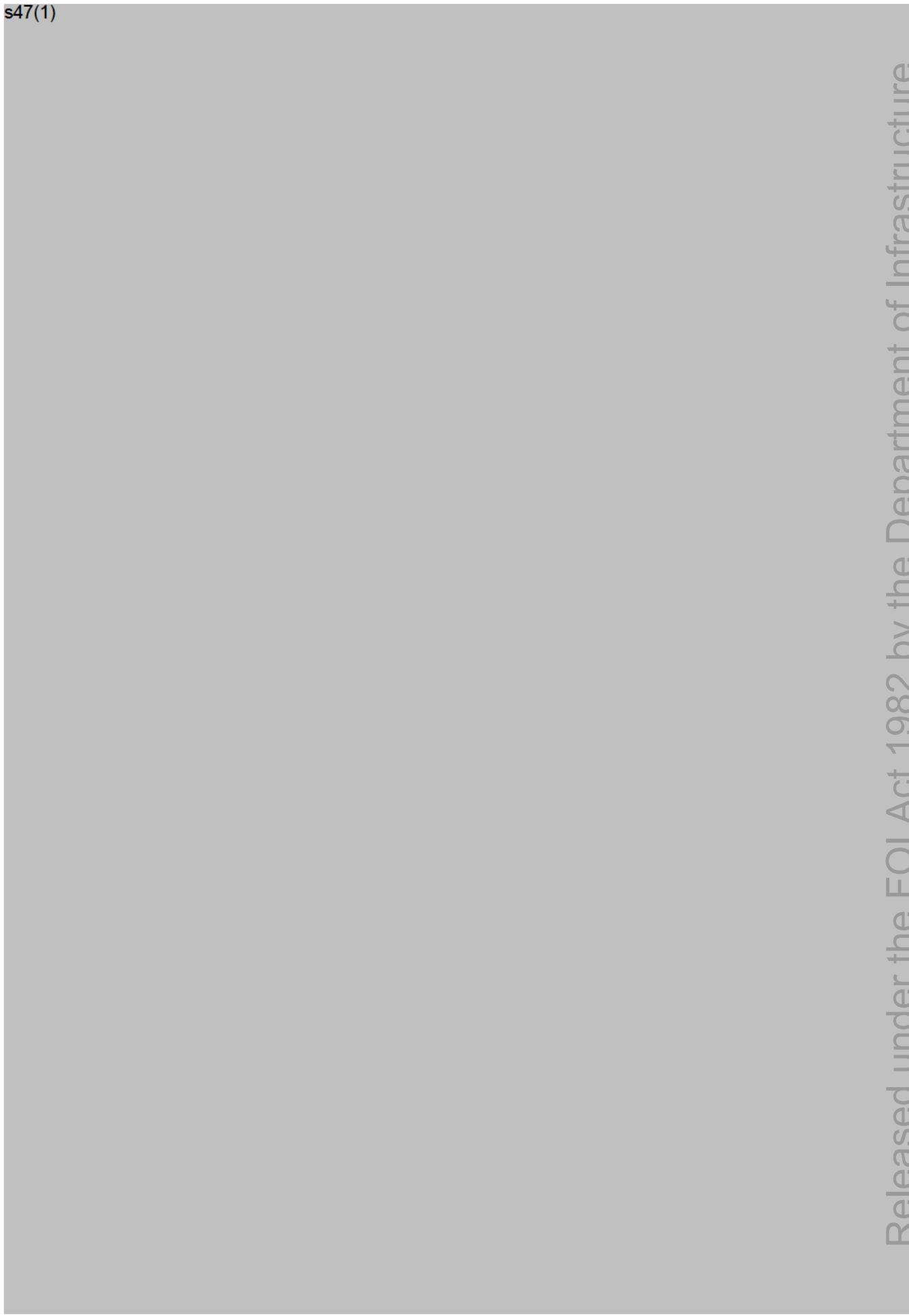
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<b>R.B.6</b>	<b>Conflicts of Interest</b>	No
<b>R.B.7</b>	<b>Not used</b>	Not used
<b>R.B.8</b>	<b>Confidential Information</b>	Not applicable.
<b>R.B.9</b>	<b>Other Relevant Details</b>	Yes: ORIMA Research is a SME with approximately 70 FTE employees.
<b>R.B.10</b>	<b>Attachments</b> Detail any other files that form part of the Supplier's Response.	Costings are provided in the GCCP Village template, see Appendix A. Quality assurance information has been provided, see Appendix B.

## Schedule 3 – Commonwealth Contracting Terms

<b>Commonwealth Contract Terms</b>	
<b>C.C.1 Background</b>	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].
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.	
<b>C.C.2 Relationship of the Parties</b>	<b>C.C.4 Precedence of Documents</b>
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.	4.1 The Contract is comprised of:
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.	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.
2.3 In all dealings related to the Contract, the Parties agree to:	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.
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.	4.3 The Contract may be signed and dated by the Parties on separate, but identical, copies. All signed copies constitute one (1) Contract.
<b>C.C.3 Conflicts of Interest</b>	<b>C.C.5 Governing Law</b>
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.	5.1 The laws of the Australian Capital Territory apply to 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.	<b>C.C.6 Entire Agreement</b>
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:	6.1 The Contract represents the Parties' entire agreement in relation to the subject matter, at the time this Contract was executed.
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.	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.
3.4 If the Supplier fails to notify the Customer as set out in this clause or does not comply with the	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.
	<b>C.C.7 Survival</b>
	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.
	<b>C.C.8 Notices</b>
	8.1 A Notice is deemed to be delivered:
	a) if delivered by hand - on delivery to the relevant address b) if sent by registered post - on delivery to the relevant address, or c) if transmitted by email or other electronic means when it becomes capable of being retrieved by the addressee at the relevant email or other electronic address.
	8.2 A Notice received after 5:00 pm, or on a day that is not a working day in the place of receipt, is

## Commonwealth Contract Terms

<p>deemed to be delivered on the next working day in that place.</p> <p><b>C.C.9 Assignment</b></p> <p>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.</p> <p>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.</p> <p><b>C.C.10 Subcontracting</b></p> <p>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.</p> <p>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.</p> <p>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.</p> <p>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.</p> <p>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).</p> <p><b>C.C.11 Delivery and Acceptance</b></p> <p>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.</p> <p>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.</p> <p>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</p>	<p>services and any standard specified in the Contract.</p> <p>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.</p> <p>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).</p> <p>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.</p> <p>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.</p> <p><b>C.C.12 Licences Approvals and Warranties</b></p> <p>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.</p> <p>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.</p> <p>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.</p> <p><b>C.C.13 Specified Personnel</b></p> <p>13.1 The Supplier must ensure that the Specified Personnel set out in the Contract (if any) perform the part of the Services specified in that item. The Supplier must ensure that Specified Personnel (if any) are not replaced without the prior written consent of the Customer. The Customer's written consent will not be unreasonably withheld.</p> <p>13.2 At the Customer's reasonable request, the Supplier, at no additional cost to the Customer, must as soon as reasonably practicable replace</p>
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## Commonwealth Contract Terms

any Specified Personnel that the Customer reasonably considers:

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

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

**C.C.14 Liability of the Supplier**

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

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

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

14.4 The Supplier will maintain adequate insurances for the Contract and provide the Customer with proof when reasonably requested.

**C.C.15 Termination or Reduction for Convenience**

15.1 In addition to any other rights either Party has under the Contract,

- a) the Customer acting in good faith, may at any time, or
- b) the Supplier, acting in good faith, may notify that it wishes to,

terminate the Contract or reduce the scope or quantity of the Goods and/or Services by providing a Notice to the other Party.

15.2 If the Supplier issues a Notice under this clause, the Supplier must comply with any reasonable directions given by the Customer. The Contract will terminate, or the scope will be reduced in accordance with the Notice, when the Supplier has complied with all of those directions.

15.3 If the Customer issues a Notice under this clause, the Supplier must stop or reduce work in accordance with the Notice and comply with any reasonable directions given by the Customer.

15.4 In either case, the Supplier must mitigate all loss and expenses in connection with the termination or reduction in scope (including the costs of its compliance with any directions). The Customer will pay the Supplier for Goods and/or Services accepted in accordance with C.C.11 [Delivery and Acceptance] and the Contract before the effective date of termination or reduction.

15.5 If the Customer issues a Notice under this clause, the Customer will also pay the Supplier for any reasonable costs the Supplier incurs that are directly attributable to the termination or reduction, provided the Supplier substantiates these costs to the satisfaction of the Customer.

15.6 Under no circumstances will the total of all payments to the Supplier exceed the Contract Price. The Supplier will not be entitled to loss of anticipated profit for any part of the Contract not performed.

**C.C.16 Termination for Cause**

16.1 The Customer may issue a Notice to immediately terminate or reduce the scope of the Contract if:

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

16.2 Termination of the Contract under this clause does not change the Customer's obligation to pay any Correctly Rendered Invoice.

**C.C.17 Supplier Payments**

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

17.2 The Supplier must promptly provide to the Customer such supporting documentation and other evidence reasonably required by the Customer to substantiate performance of the Contract by the Supplier.

## Commonwealth Contract Terms

<p>17.3 Payment of any invoice is payment on account only, and does not substantiate performance of the Contract.</p> <p>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.</p>	<p><b>C.C.19 Transition In</b></p> <p>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.</p>
<p><b>C.C.18 Dispute Resolution</b></p> <p>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:</p> <ul style="list-style-type: none"> <li>a) both Contract Managers will try to settle the dispute by direct negotiation</li> <li>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")</li> <li>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</li> <li>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</li> <li>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.</li> </ul> <p>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.</p> <p>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.</p> <p>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.</p> <p>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.</p>	<p><b>C.C.20 Transition Out</b></p> <p>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.</p>
	<p><b>C.C.21 Compliance with Law and Policy</b></p> <p>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.</p> <p>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.</p> <p>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.</p> <p>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:</p> <ul style="list-style-type: none"> <li>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</li> <li>b) comply with any reasonable directions by the Customer in relation to any investigation or further reporting of the actual or suspected breach.</li> </ul>
	<p><b>21.A Access to Supplier's Premises and Records</b></p> <p>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.</p> <p>A.2 The Supplier agrees to provide to the Customer, or its nominee, access to the Supplier's or its Subcontractor's premises, personnel, computer systems, documents and other records, and all assistance reasonably requested, for any purpose associated with the Contract or any review of the Supplier's or the Customer's performance under the Contract, including in connection with a request made under the <i>Freedom of Information Act 1982</i> (Cth) or an audit or review by the Australian National Audit Office.</p> <p>A.3 Unless the access is required for an urgent purpose, the Customer will provide reasonable prior notice to the Supplier.</p> <p>A.4 If requested by the Supplier, the Customer will reimburse the Supplier's substantiated reasonable</p>

## Commonwealth Contract Terms

<p>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.</p> <p>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 <i>Archives Act 1983 (Cth)</i>) 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.</p>	<p><b>21.E Confidential Information</b></p> <p>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.</p> <p>E.2 This obligation will not be breached where:</p> <ul style="list-style-type: none"> <li>a) the relevant information is publicly available (other than through breach of a confidentiality or non-disclosure obligation), or</li> <li>b) the Supplier is required by law, an order of the court or a stock exchange to disclose the relevant information, but any such request must be reported by Notice to the Customer without delay and the text of the disclosure provided in writing to the Customer as soon as practicable.</li> </ul> <p>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.</p> <p>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.</p> <p>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.</p> <p><b>21.F Security and Safety</b></p> <p>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.</p> <p>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.</p> <p>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.</p> <p>F.4 The Supplier acknowledges that unauthorised disclosure of security-classified information is an offence. Legislation (including the <i>Criminal Code Act 1995 (Cth)</i>) contains provisions relating to the protection of certain information and sets out the penalties for the unauthorised disclosure of that information.</p>
<p><b>21.B Privacy Act 1988 (Cth) Requirements</b></p> <p>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 <i>Privacy Act 1988 (Cth)</i> and not to do anything, which if done by the Customer would breach an Australian Privacy Principle as defined in that Act.</p>	
<p><b>21.C Notifiable Data Breaches</b></p> <p>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:</p> <ul style="list-style-type: none"> <li>a) immediately report it to the Customer and provide a written report within three (3) Business Days, and</li> <li>b) carry out an assessment in accordance with the requirements of the <i>Privacy Act 1988 (Cth)</i>.</li> </ul> <p>C.2 Where the Supplier is aware that there has been an Eligible Data Breach in relation to the Contract, the Supplier must:</p> <ul style="list-style-type: none"> <li>c) 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</li> <li>d) take all other action necessary to comply with the requirements of the <i>Privacy Act 1988 (Cth)</i>, and</li> <li>e) take any other action as reasonably directed by the Customer.</li> </ul>	
<p><b>21.D Personal Information</b></p> <p>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.</p> <p>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 <i>Privacy Act 1988 (Cth)</i>.</p> <p>D.3 Nothing in these clauses limits or derogates from the Supplier's obligations under the <i>Privacy Act 1988 (Cth)</i>.</p>	

## Commonwealth Contract Terms

### 21.G Criminal Code

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

### 21.H Fraud

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

### 21.I Taxation

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

### 21.J Public Interest Disclosure

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

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

- K.1 The Supplier acknowledges that in providing the Goods and/or Services to the Customer under the Contract, it is a contracted service provider for the purposes of the *National Anti-Corruption Commission Act 2022* (Cth) (NACC Act).
- K.2 The Supplier must comply with any reasonable request, policy or direction issued by the Customer and otherwise cooperate with the Customer in relation to any action taken by the Customer required or authorised by the NACC Act.

### C.C.22 Notification of Significant Events

- 22.1 The Supplier must immediately issue the Customer a Notice on becoming aware of a Significant Event.
- 22.2 The Notice issued under clause 22.1 must provide a summary of the Significant Event, including the date that it occurred and whether any Specified Personnel or other personnel engaged in connection with the Goods and/or Services were involved.
- 22.3 The Customer may notify the Supplier in writing that an event is to be considered a Significant Event for the purposes of this clause, and where

this occurs the Supplier must issue a Notice under clause 22.1 in relation to the event within three (3) Business Days of being notified by the Customer.

- 22.4 Where reasonably requested by the Customer, the Supplier must provide the Customer with any additional information regarding the Significant Event within three (3) Business Days of the request.
- 22.5 If requested by the Customer, the Supplier must prepare a draft remediation plan and submit that draft plan to the Customer's Contract Manager for approval within ten (10) Business Days of the request.
- 22.6 A draft remediation plan prepared by the Supplier under clause 22.5 must include the following information:
  - a) how the Supplier will address the Significant Event in the context of the Goods and/or Services, including confirmation that the implementation of the remediation plan will not in any way impact on the delivery of the Goods and/or Services or compliance by the Supplier with its other obligations under the Contract, and
  - b) how the Supplier will ensure events similar to the Significant Event do not occur again, and
  - c) any other matter reasonably requested by the Customer.

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

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

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

### C.C.23 Compliance with the Commonwealth Supplier Code of Conduct

- 23.1 The Supplier must comply with, and ensure that its officers, employees, agents and Subcontractors comply with, the Code in connection with the performance of this Contract.
- 23.2 The Supplier must:

## Commonwealth Contract Terms

- a) periodically monitor and assess its, and its officers', employees', and agents' compliance with the Code; and
- b) on request from the Customer, promptly provide information regarding:
  - i. the policies, frameworks or systems it has established to monitor and assess compliance with the Code; and
  - ii. the Supplier's compliance with clause 23.1.

23.3 The Supplier must immediately issue the Customer a Notice on becoming aware of any breach of clause 23.1. The Notice must include a summary of the breach, the date that the breach occurred, and details of the personnel involved.

23.4 Where the Customer identifies a possible breach of clause 23.1, it may issue the Supplier a Notice, and the Supplier must, within three (3) Business Days of receiving the Notice, either:

- a) where the Supplier considers a breach has not occurred: advise the Customer that there has not been a breach and provide information supporting that determination; or
- b) where the Supplier considers that a breach has occurred: issue a Notice under clause 23.3 and otherwise comply with its obligations under this clause C.C.23.

23.5 Notwithstanding clause 23.4, a Customer may notify the Supplier in writing that it considers that the Supplier has breached clause 23.1, in which case the Supplier must issue a Notice under clause 23.3 and otherwise comply with its obligations under this clause C.C.23.

23.6 A failure by the Supplier to comply with its obligations under any part of this clause will be a material breach of the Contract.

23.7 Nothing in this clause or the Code limits, reduces or derogates from the Supplier's other obligations under the Contract. The Customer's rights under this clause are in addition to and do not otherwise limit any other rights the Customer may have under the Contract. The performance by the Supplier of its obligations under this clause will be at no additional cost to the Customer.

23.8 The Supplier agrees that the Customer or any other Commonwealth agency may take into account the Supplier's compliance with the Code in any future approach to market or procurement process.



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**From:** **s22(1)(a)(ii)**  
**To:** **s22(1)(a)**  
**Cc:** **campaigns**; **s22(1)(a)(ii)**; **s22(1)(a)(ii)**; **s22(1)(a)(ii)**; **s22(1)(a)(ii)**  
**Subject:** RE: FOR APPROVAL - s23.3 Approval to Commit Funds/Offer a Contract (Low risk low value) - ORIMA, Research services - Social Media Minimum Age Limit campaign [SEC=OFFICIAL]  
**Date:** Thursday, 13 February 2025 9:04:36 PM  
**Attachments:** [image001.png](#)

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**OFFICIAL**

Thank you **s22(1)(a)(ii)**.

I acknowledge and approve the following with this email acting as the delegation instrument to:

- **Approve** the commitment of up to **\$499,996.78 (GST exclusive) or \$545,127.46 (GST inclusive)** for this procurement under s23.3 of the *Public Governance, Performance and Accountability act 2013* (PGPA Act), covering the period from 13 February 2025 to 30 June 2026.
- **Approve** the offer of a Contract to ORIMA as the preferred Service Provider with a maximum value of up to **\$499,996.78 (GST exclusive) or \$545,127.46 (GST inclusive)** for the period of 13 February 2025 to 30 June 2026.
- **Approve** the RFQ evaluation panel report, which has been assessed and approved by evaluation panel members – **s22(1)(a)(ii)** (Chair – Campaign Director), **s22(1)(a)(ii)** (Campaign Manager) and **s22(1)(a)(ii)** (Assistant Director, Strategic Communication).

Kind regards

**s22(1)(a)(ii)**

(A/g) Assistant Secretary • Communication Branch  
 People, Culture and Change Division  
**s22(1)(a)(ii)** [@infrastructure.gov.au  
\*\*P\*\* \*\*s22\(1\)\(a\)\(ii\)\*\* • \*\*M\*\* \*\*s22\(1\)\(a\)\(ii\)\*\*](mailto:@infrastructure.gov.au)

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

[infrastructure.gov.au](http://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*

**OFFICIAL**

**From:** **s22(1)(a)(ii)**

**Sent:** Thursday, 13 February 2025 3:32 PM

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

**Cc:** **campaigns**; **s22(1)(a)(ii)**; **s22(1)(a)(ii)**; **s22(1)(a)(ii)**; **s22(1)(a)(ii)**

**Subject:** FOR APPROVAL - s23.3 Approval to Commit Funds/Offer a Contract (Low risk low value)  
 - ORIMA, Research services - Social Media Minimum Age Limit campaign [SEC=OFFICIAL]

**OFFICIAL**

Dear **s22(1)(a)(ii)**

Following the allocation of **ORIMA RESEARCH** (through the Government Communications Campaign Panel) for the Social Media Minimum Age Limits Campaign, an evaluation process of ORIMA's RFQ response has been completed and recommends engaging ORIMA.

**A response email from you saying you approve and note all of the below actions to commence procurement as outlined in this email is sufficient.**

To inform your approval please find the attached evaluation report, RFQ response and draft

contract (as a single attached document). **These documents been reviewed by our legal and procurement teams and also reflect previous campaign procurement materials.**

#### FOR YOUR ACTION

- **Approval** of the commitment of up to **\$499,996.78 (GST exclusive) or \$545,127.46 (GST inclusive)** for this procurement under s23.3 of the *Public Governance, Performance and Accountability act 2013* (PGPA Act), covering the period from 13 February 2025 to 30 June 2026.
- **Approval** of the offer of a Contract to ORIMA as the preferred Service Provider with a maximum value of up to **\$499,996.78 (GST exclusive) or \$545,127.46 (GST inclusive)** for the period of 13 February 2025 to 30 June 2026.
- **Approval** of the RFQ evaluation panel report (attached), which has been approved by evaluation panel members –**s22(1)(a)(ii)** (Chair – Campaign Director), **s22(1)(a)(ii)** (Campaign Manager) and **s22(1)(a)(ii)** (Assistant Director).

**Following your approval of the above action items, you will receive a request to approve the procurement via the SAP system.** Thankyou in advance for actioning this today. Please note below reporting section confirming title of this procurement in Austender – which will not refer to the campaign.

#### For noting:

- Under the High Risk High Value (HRHV) policy, procurements require endorsement from the department's Operations Committee where the procurement is considered to have a value at or exceeding \$5 million (GST incl.) or to have a non-financial risk rating (post controls) of high or severe. The requested approval of financial commitment for this procurement is **\$499,996.78 (GST exclusive) or \$545,127.46 (GST inclusive)** and the post controls non-financial risk rating has been assessed at low. **This procurement is therefore not considered to be HRHV and does not require endorsement from the Department's Operations Committee prior to the exercise of your authority to approve as delegate.**

Decisions to commit relevant money and to enter into arrangements are subject to the requirements of the PGPA Act. If you approve these recommendations, this email will represent the written record of your approval of:

- a) the commitment of relevant money; and
- b) the entering into an arrangement in this matter,

for the purposes of section 23 of the PGPA Act and rule 18 of the PGPA Rule.

A commitment should only be approved if the approver is satisfied (amongst other things) that the proposed commitment represents value for money and the arrangement promotes the proper use and management of public resources (which includes relevant money). Following your approval, an online approval will be sent to you via myWorkplace (SAP).

#### BACKGROUND:

The Department recently sought to procure Research Services for the purpose of supporting the Social Media Minimum Age Limit campaign. In accordance with Commonwealth best practice, the Department approached the market using the 'Government Communications Campaign Panel' (SON 3754402) via a limited tender approach for this procurement. Therefore, one supplier was approached; ORIMA.

#### Value for Money

Having regard to all relevant factors, the Department determined that the engagement with ORIMA represents best value for money to the Commonwealth and a proper use of relevant money, in accordance with the purposes of the PGPA Act, due to ORIMA significant experience is providing the required services. ORIMA have presented a proposal that demonstrates understanding of the requirements of the Campaign and ability to deliver. 'Proper' is defined as efficient, effective, economical and ethical.

Subject to your approval, the Department will engage ORIMA from the Government Communications Campaign Panel SON3754402, who are a well-known supplier with appropriate experience, to provide the required services to support the Social Media Minimum Age Limit campaign. The supplier displays the appropriate skills and experience for this engagement. A contract has been developed using Government Communications Campaign Panel template (SON3754402) for this arrangement.

#### **Funding and budget issues**

The total value of this contract will be **\$499,996.78 (GST exclusive) or \$545,127.46 (GST inclusive)** during the 2024-2025 financial year.

The Finance Business Support Officer Janice Gay confirms there are sufficient funds available within the Communication and Branch budget (cost centre 40890) to commit to these services.

#### **Delegation**

A new financial delegations instrument, as part of the Accountable Authority Delegations (AAD) No.2 2024 took effect on 7 November 2024. This included a change to the delegation to approve campaign expenditure - the SES 2 responsible for communication – which was a departure from the previous delegations, which stipulated the SES B1 with responsibility for communications to be able to do this.

As you are aware, this was an un-intentional omission from the delegation instrument – the Band 1 approval for campaign advertising was not intended to be removed and we are advised are currently in the process of being amended. In the absence of the delegation instrument being updated, which may take some time, you are the accountable delegate for communications and campaign expenditure.

#### **Probity and Risk**

A Risk assessment was done as part of the project and the procurement assessment is deemed to be low risk. A probity advisor was also deemed not required. The Supplier and proposed employees who will work on this project have no conflict of interest to declare.

#### **Ethics and approach for vulnerable audiences**

You have previously noted consideration of the research approach for vulnerable audiences and children, and within the online harms environment. Confirming details of about the ethics approach and working with vulnerable people and children assurances are included in the RFQ response. The Human Research Ethics Committee (HREC) are scheduled to review the campaign's research approach and discussion guide w/c 17 February, and the HREC approval will be provided internally to the department's ethics team for reference prior to any activities commencing.

#### **Evaluation panel**

Representation on the evaluation panel for this procurement from the policy area was sought, however was not possible at this time due to availability. To manage the risk of having evaluation panel members from the Communication Branch, there is diversity in representation from different teams to ensure low risk in the process. We will continue to advocate for policy participation in procurement processes for the Social Media Minimum Age Limit Campaign going forward to manage any perceived risks.

#### **Reporting**

The proposed services are equal or greater than \$10,000 (GST incl.). Accordingly, the Contract will be reported on AusTender in accordance with mandatory reporting obligations.

The title for this procurement to be reported on AusTender will be "Research Services". In approving this commitment, you agree that this title is appropriate for public reporting.

If you have any questions, please do not hesitate in contacting me.

Many thanks,

s22(1)(a)(ii)

**s22(1)(a)(ii)**

Campaign – Manager • Campaigns • Communication Branch •

People, Culture and Change Division

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