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Australian Government

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

Social media minimum age campaign

About: The national awareness campaign will launch on 19 October and will help parents, carers and young people under 16 understand and prepare for changes to social media account access.

The new social media minimum age law will help keep under 16s safer and will start from 10 December 2025.

The campaign focuses on preparing parents, carers and young people for the change, through advertising, community outreach activities, and expert-led conversations. It will highlight practical ways families can stay connected, safer and supported as the digital landscape changes.

The new legislation responds to mounting evidence about the impact of social media on young Australians' mental health and wellbeing, including disrupted sleep, increased anxiety, body image concerns and cyberbullying.

Research by the Office of the eSafety Commissioner shows that early exposure to social media can affect self-esteem and increase online risks. Setting a minimum age aims to protect young people while helping them develop healthy digital habits.

The legislation is about protecting young Australians and giving families confidence that online spaces are safe. The campaign will help every parent, carer and young person understand what's changing - and how to make the most of it.

Date: The campaign received funding to extend the campaign with the extension meaning the campaign will run from 19 October 2025 till 11 April 2026.

Communication objectives

1. RAISE AWARENESS of the new Social Media Minimum Aged (SMMA) changes and when it starts.
2. BUILD support for the introduction of the SMMA and benefits of delaying access to social media accounts for those under 16 years.
3. DIRECT audiences to eSafety.gov.au for further information and resources.

The campaign's creative supplier, TBWA developed concepts designed to meet the campaign objectives and refined the creatives based on concept testing research insights.

The recommended creative concept 'For the good of' reflects research findings, is engaging, memorable, has a clear call-to-action and is relevant to the campaign's audiences.

PR approach: The campaign will be supported by a public relations (PR) specialist, ThinkHQ, with the aim of extending the campaign reach, and building community support and connection. PR tactics will build on the efforts of the ATL product to speak to all primary audiences. The efforts will aim to create context for the changes and fill some knowledge gaps about what the ban is and isn't. Activities will aim to mitigate

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misconceptions, misinformation and disinformation and directing them to where they can find more information.

Information and resources produce will empower parents and carers to effectively and confidently communicate with children and young people in their life.

ThinkHQ will amplify the campaign through media and stakeholder engagement on a national scale, the proposed PR activities include:

- Media briefings and engagement.
- Content partnerships –in conjunction with podcast parenting programs.
- Engaging subject matter experts and key opinion leaders (focused on those in the mental health and youth support sectors) who will promote the SMMA and how to prepare for the changes (including how to have difficult conversations) – this includes media relations.

SUBJECT MATTER EXPERTS AND KEY OPINION LEADERS			
ROLE	AREA OF FOCUS	NAME	STATUS
SME	Psychology and parenting	Justin Coulson Parenting expert and co-host of Channel 9s 'Parental Guidance', PHD in psychology	APPROVED / CONFIRMED
KOL	Parents	Bec Sparrow Writer, podcaster and advocate	APPROVED / CONFIRMED
	Youth appeal	s47F	APPROVED / CONFIRMED
SME	Multicultural	Dr Marie Yap OAM Professor at Monash University, psychologist, founding member of the Alliance for the Prevention of Mental Disorders, National Co-Convenor of the Australian Research Alliance for Youth and Children, expert in parenting and youth mental health – specialises in online parenting strategies	APPROVED / CONFIRMED
KOL	First Nations	s47F	APPROVED / CONFIRMED

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KOL	Disability	Rowan Crothers Rowan Crothers is an Australian freestyle swimmer. He represented Australia at the 2016 Rio Paralympics, 2020 Tokyo Paralympics and 2024 Paris Paralympics. He won two gold and one silver medals at the Tokyo Paralympics and two silver and one bronze medals at Paris Paralympics.	APPROVED/ CONFIRMED
Integrated Partnership (UM)			
KOL	Parents and carers	Holly Wainwright Holly is a writer, author, podcast host, and since 2014, an editor of the Mamamia website.	APPROVED/ CONFIRMED
KOL	Parents and carers	Jase Hawkins Jase is one half of Jase & PJ, one of Melbourne's top breakfast radio shows. After 20 years of experience, Jase helps to bring a fresh perspective to radio through social media and relatability.	APPROVED/ CONFIRMED

Additional engagement activities using channels that can effectively target under 16s include:

- Engagement of key opinion leaders (KOLs) and subject matter experts (SMEs) with a focus on youth engagement.
- Campaign information kits (hardcopy and digital) - to be shared with secondary schools. Includes bespoke information translated for 50 key religious and language schools, and a '*Staying well connected*' student workbook (hardcopy and digital) schools with high representation of First Nation students, including remote regions.
- Campaign stakeholder kits (digital and hardcopy) for organisations, peak bodies and public libraries to reach u16s.
- In-person events where KOLs/SMEs will engage directly with u16s, including the NSW Koori League Rugby League Knockout (NSW), and the Crows Nest Fest (NSW) on 19 October.
- Content partnerships with parenting and youth programs
- Earned engagement - Working collaboratively with programs such as ABC's *Behind the News* (which features in schools nationally) and triple j, to curate stories.

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s22(1)(a)(ii)

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s22(1)(a)(ii)

From: s47F <s47F@36months.com>
Sent: Friday, 17 October 2025 11:00 AM
To: CHARLES, Susan; s22(1)(a)(ii)
Subject: Fwd: Radio and video grabs [SEC=OFFICIAL]
Attachments: 36 Months x Gov PR Campaign V2.pdf

OFFICIAL

Hey Susan & s22(1)(a)(ii) ,

Just a quick to let you know we managed to get the radio grabs on Nova this morning, see s47F note below.

Also attached is the short deck I shared online yesterday. It was just meant to headline some thinking, so please let me know if you need / require any further detail at this point. s47G(1)(a)

I also thought to share some content we have previously captured when we visited schools during our campaign last year. [Here](#) is a short snippet from Granville Boys High, and if you have 8mins free, you can watch the whole film we made [here](#).

Be well,

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s47F
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In 2024, we led a national campaign to raise the minimum age of social media from 13 to 16—the first law of its kind anywhere in the world. Now we're rebuilding the ecosystem around adolescence—in politics, schools and homes.

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w. [36months.com](https://www.36months.com)
ig. [@36monthsofficial](https://www.instagram.com/36monthsofficial)

Begin forwarded message:

From: [REDACTED] <[REDACTED]@tbsmedia.com.au>
Subject: Re: Radio and video grabs [SEC=OFFICIAL]
Date: 17 October 2025 at 7:49:54 am AEDT
To: [REDACTED] <[REDACTED]@36months.com>
Cc: [REDACTED] <[REDACTED]@mo.communications.gov.au>, [REDACTED] <[REDACTED]@novaentertainment.com.au> <[REDACTED]@novaentertainment.com.au>

Thanks Team.

Audio in and has been running since the 6am news.

Great work.

Sent from my iPhone

On 16 Oct 2025, at 19:48, [REDACTED] <[REDACTED]@36months.com> wrote:

Thanks [REDACTED]

Hey [REDACTED], [REDACTED] has context for this. If we can find a way to weave the radio grabs into the news spots tomorrow that would be 🍷

Is that what you were thinking [REDACTED] ?

Sent from my iPhone

On 16 Oct 2025, at 5:57 pm, [REDACTED] <[REDACTED]@mo.communications.gov.au> wrote:

OFFICIAL

OFFICIAL

Hi [REDACTED],

As discussed, we're happy for Nova to preview our advertising campaign for the social media minimum age law that is launching this Sunday: <https://communicationsgovau.box.com/s/5a8czdzike2xhbqv7wcjerbj0ktozhxg>

We haven't posted the full video anywhere yet, so would appreciate if the video isn't posted on 36 Months' channel until Sunday.
Thanks,

s22(1)(a)(ii)

Deputy Chief of Staff – Communications Policy • Office of the Hon Anika Wells
MP • Minister for Communications and Minister for Sport
s22(1)(a)(ii) @mo.communications.gov.au
M s22(1)(a)(ii)
Parliament House, Canberra ACT 2600, Australia

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

infrastructure.gov.au 

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

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Document 3 - Attachment A removed in their entirety as exempt under section 47(1)(a)

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s22(1)(a)(ii)

From: CHARLES, Susan
Sent: Friday, 17 October 2025 11:25 AM
To: s47F s22(1)(a)(ii)
Subject: RE: Radio and video grabs [SEC=OFFICIAL]

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Thanks s47F

I appreciate you sending this through.

I will be in contact soon to talk through next steps.

Regards
Susan

Susan Charles

Acting First Assistant Secretary, Enabling Services

Susan.charles@infrastructure.gov.au

P s22(1)(a)(ii) • M s22(1)(a)(ii)

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s22(1)(a)(ii) - duplicate email found within document 3

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s22(1)(a)(ii)

From: campaigns
Sent: Tuesday, 28 October 2025 12:17 PM
To: s47F @36months.com
Cc: campaigns
Subject: Social Media Minimum Age Awareness campaign - Deed of Confidentiality [SEC=OFFICIAL]
Attachments: FINAL_Additional-SMMA-Comms_Campaign_Deed of Confidentiality (Individual).DOCX

Follow Up Flag: Follow up
Flag Status: Flagged

Categories: Social media age limit campaign

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Good afternoon s47F ,

We are ready to send you the approach to market for communication services for the social media minimum age campaign. Could you please sign and return the attached Deed of Confidentiality and I'll forward the ATM documents to you.

Regards,

s22(1)
 s22(1)(a)(ii)@communications.gov.au
 P GPO Box 594 Canberra, ACT 2601

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

infrastructure.gov.au 

*I acknowledge the traditional custodians of this land on which we meet, work and live.
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DEED OF CONFIDENTIALITY

DEED OF CONFIDENTIALITY IN RELATION TO THE PROCUREMENT OF
COMMUNICATION SERVICES

Commonwealth of Australia as represented by the Department of Infrastructure,
Transport, Regional Development, Communications, Sport and the Arts
ABN 86 267 354 017

^Insert Party 2 Name^
ABN 42 677 145 407

[

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DEED OF CONFIDENTIALITY

Date

This Deed of Confidentiality is made on [^]day (numeric) month (name) year (numeric)[^].

Parties

This Deed of Confidentiality is made by:

1. [^]insert name of individual Confidant[^] of [^]insert address[^]
(the **Confidant**)

in favour of and legally enforceable by:

2. **Commonwealth of Australia** as represented by the Department of Infrastructure, Transport, Regional Development, Communications, Sport and the Arts
ABN 86 267 354 017 of 111 Alinga Street, Canberra, ACT 2601
(the **Commonwealth**)

Context

This Deed is made in the following context:

- A. The Confidant may require access to the Commonwealth's Confidential Information in relation to the Purpose.
- B. The Commonwealth is willing to provide the Confidant access to necessary Confidential Information strictly for the Purpose and in accordance with this Deed.

Operative provisions

By this Deed the Confidant covenants and agrees as follows:

1. Interpretation

- 1.1. In this Deed, unless the context indicates otherwise:

Australian Privacy Principle has the same meaning as it has in the *Privacy Act 1988* (Cth).

Confidential Information means information, documents and data that is:

- a. reasonably designated in any way by the Commonwealth or its owner as confidential; or
- b. which the Confidant knows or ought to know is confidential,

that is provided by the Commonwealth to the Confidant or that the Confidant otherwise accesses or becomes aware of in relation to the Purpose.

Copy	means any document, device, article or medium in which Confidential Information is, or may be, embodied.
Deed	means this Deed of Confidentiality and includes all schedules and attachments (if any) to this Deed.
Purpose	means the Confidant's participation in the procurement process and delivery of communication services to enhance the Social Media Minimum Age awareness campaign.

1.2. In this Deed, unless the contrary intention appears:

- a. words importing a gender include any other gender;
- b. words in the singular include the plural and words in the plural include the singular;
- c. clause headings are for convenient reference only and have no effect in limiting or extending the language of provisions to which they refer;
- d. words importing a person includes a partnership and a body whether corporate or otherwise;
- e. a reference to dollars is a reference to Australian dollars;
- f. a reference to any legislation or legislative provision includes any statutory modification, substitution or re-enactment of that legislation or legislative provision;
- g. if any word or phrase is given a defined meaning, any other part of speech or other grammatical form of that word or phrase has a corresponding meaning;
- h. a reference to an Item is a reference to an Item in the Schedule;
- i. the Schedule and any Attachments form part of this Deed;
- j. if any conflict arises between the terms and conditions contained in the clauses of this Deed and any part of the Schedule (and Attachments if any), the terms and conditions of the clauses prevail;
- k. if any conflict arises between any part of the Schedule and any part of an Attachment, the Schedule prevails;
- l. a reference to writing is a reference to any representation of words, figures or symbols, whether or not in a visible form;
- m. wherever the context permits a reference to a party includes its successors or assignees;
- n. a covenant on the part of two or more persons binds them jointly and severally and a covenant for the benefit of two or more persons is for the benefit of them jointly and severally;

- o. where the day on or by which any act, matter or thing is to be done under or pursuant to this contract is not a Business Day, the act, matter or thing must be done on the next Business Day; and
 - p. references to clauses are references to clauses of this Deed.
- 1.3. This Deed records the entire agreement between the parties in relation to its subject matter.
 - 1.4. As far as possible all provisions of this Deed will be construed so as not to be void or otherwise unenforceable.
 - 1.5. If anything in this Deed is void or otherwise unenforceable then it will be severed and the rest of the contract remains in force.
 - 1.6. A provision of this Deed will not be construed to the disadvantage of a party solely on the basis that it proposed that provision or put forward this Deed.

2. Confidentiality

- 2.1. The Confidant must use the Confidential Information only as is legitimate and necessary for the Purpose and strictly in accordance with this Deed and any additional conditions advised by the Commonwealth from time to time.
- 2.2. The Confidant will not, without the prior written authorisation of the Commonwealth, disclose any Confidential Information to any person unless the disclosure is required by law. In giving its authorisation, the Commonwealth may notify the Confidant of conditions on the disclosure and the Confidant must comply with these conditions.
- 2.3. Where the Confidant is required by law to disclose the Confidential Information, the Confidant must:
 - a. use his or her best endeavours to notify the Commonwealth prior to disclosing the Confidential Information;
 - b. provide to the Commonwealth full details of the relevant legal requirement and information to be disclosed; and
 - c. take any reasonable action requested by, and reasonably cooperate with any action taken by, the Commonwealth to challenge, prevent or limit such disclosure.
- 2.4. The Confidant agrees to secure all Confidential Information against loss and unauthorised access, use, modification or disclosure.
- 2.5. The Confidant agrees to implement security procedures to ensure that it meets its obligations under this Deed and will provide details of these procedures to the Commonwealth on request.
- 2.6. Without limiting the Confidant's obligations under this Deed, the Confidant will comply with any additional conditions set out in Schedule 1 to this Deed.

3. Privacy

- 3.1. The Confidant agrees, in relation to the use of the Confidential Information:
- a. to comply with its obligations under the *Privacy Act 1988* (Cth) and not to otherwise do any act or engage in any practice which, if done or engaged in by the Commonwealth, would be a breach of an Australian Privacy Principle under the *Privacy Act 1988* (Cth); and
 - b. to comply with any directions, guidelines, determinations or recommendations of the Commonwealth to the extent that they are consistent with the obligations referred to in clause 3.1.a above.
- 3.2. The Confidant agrees to notify the Commonwealth immediately if it becomes aware of a breach or possible breach of any of its obligations under this clause

4. Dealing with Copies

- 4.1. The Confidant agrees, immediately upon request by the Commonwealth, to:
- a. deal with all Copies as directed by the Commonwealth, subject to any legal requirement binding on the Confidant; and
 - b. provide evidence to the Commonwealth's satisfaction that it has complied with its obligations under clause 4.1.a.

5. Confidant's obligations

- 5.1. The Confidant agrees to notify the Commonwealth immediately, and provide full details, if the Confidant is aware or reasonably suspects that:
- a. Confidential Information has, or might have been, accessed, used, modified or disclosed in any way other than as permitted under this Deed; or
 - b. there has been any other breach of this Deed.
- 5.2. The obligations arising out of this Deed are in addition to any obligations of confidence at common law or equity.
- 5.3. The Confidant agrees to provide all assistance that the Commonwealth reasonably requires to enable the Commonwealth to take any action or bring any proceedings in relation to any unauthorised access, use, modification or disclosure of Confidential Information.

6. Period of confidentiality

- 6.1. Except as otherwise may be agreed by the parties in writing, all Confidential Information shall remain subject to the requirements of this Deed until it becomes available from a legal public source without restriction.

7. Survival

- 7.1. This Deed will survive the termination or expiry of any deed, agreement or arrangement of any kind between the Commonwealth and the Confidant relating to the Purpose.

8. Compliance with Legislation and Policies

- 8.1. Without limiting anything contained in this Deed, the Confidant acknowledges that it is aware of the following legislative provisions which may have application to its handling of Confidential Information:
- a. Section 91.1, Part 5.6 and Part 10.7 of the Schedule to the *Criminal Code Act 1995* (Cth);
 - b. *Privacy Act 1988* (Cth);
 - c. *Freedom of Information Act 1982* (Cth);

9. Notices

- 9.1. A notice under this Deed is only effective if it is in writing, and dealt with as follows:
- a. **if given by the Confidant to the Commonwealth** – addressed to:

Department of Infrastructure, Transport, Regional Development,
Communications, Sport and the Arts
111 Alinga Street
CANBERRA ACT 2601

Email: campaigns@communications.gov.au
 - b. **if given by the Commonwealth to the Confidant** – addressed to:

^insert address details^
Attention: ^insert details^; or
Email: ^insert details^.
- 9.2. A party may, from time to time, notify the other party of any change to its details in clause 9.1.
- 9.3. A notice is to be:
- a. signed by the person giving the notice and delivered by hand;
 - b. signed by the person giving the notice and sent by pre-paid post; or
 - c. signed and transmitted electronically by the person giving the notice by electronic mail.
- 9.4. For the avoidance of doubt, an electronic signature on an email will be taken to be a signed notice for the purpose of clause 9.3.
- 9.5. A notice is deemed to be effected:
- a. if delivered by hand - upon delivery to the relevant address;
 - b. if sent by post - upon delivery to the relevant address;
 - c. if transmitted electronically - upon receipt by the sender of either an electronic receipt notification (generated by the system transmitting the

notice) or an acknowledgement from the other party that it has received the notice (whichever is earlier).

- 9.6. A notice received after 5.00 pm, or on a day that is not a business day in the place of receipt, is deemed to be effected on the next business day in that place.

10. Costs and stamp duty

- 10.1. Each party is to pay its own costs, charges and expenses (including, without limitation, legal expenses) in entering into this Deed, except for stamp duty.
- 10.2. Any stamp duty, duties or other taxes of a similar nature (including fines, penalties and interest) which are payable in connection with the Deed must be paid by the Service Provider.

11. Further Action

- 11.1. Each party at its own expense must, at another party's request, execute and cause its successors to execute documents and do everything else necessary or appropriate to bind the parties and their successors under the Deed in accordance with the intention expressed in the Deed.

12. Applicable law

- 12.1. This Deed is governed by and will be construed in accordance with the laws applicable in the Australian Capital Territory.
- 12.2. The Confidant submits to the non-exclusive jurisdiction of the courts of the Australian Capital Territory.

SCHEDULE 1 ADDITIONAL CONDITIONS

For the purpose of clause 1.2, there are no applicable conditions.

EXECUTED as a Deed Poll

SIGNED, SEALED AND DELIVERED)
by:)
)

Name of Confidant

Signature of Confidant

In the presence of:

Name of Witness

Signature of witness

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

s22(1)(a)(ii)

From: s47F <s47F@36months.com>
Sent: Wednesday, 29 October 2025 7:22 AM
To: campaigns
Subject: Re: Social Media Minimum Age Awareness campaign - Deed of Confidentiality [SEC=OFFICIAL]
Attachments: FINAL_Additional-SMMA-Comms_Campaign_Deed of Confidentiality - FINCH (1).pdf

OFFICIAL

Good morning s22(1)(a)(ii),

Thanks for sending this through.

Please find a signed and witnessed deed of confidentiality agreement attached.

Please note I've listed our holding company details, FINCH, as it allows us to tap into broader capability across their ecosystem. Any issues just let me know.

Be well,

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In 2024, we led a national campaign to raise the minimum age of social media from 13 to 16—the first law of its kind anywhere in the world. Now we're rebuilding the ecosystem around adolescence—in politics, schools and homes.

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w. [36months.com](https://www.36months.com)
ig. [@36monthsofficial](https://www.instagram.com/36monthsofficial)

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DEED OF CONFIDENTIALITY

DEED OF CONFIDENTIALITY IN RELATION TO THE PROCUREMENT OF
COMMUNICATION SERVICES

Commonwealth of Australia as represented by the Department of Infrastructure,
Transport, Regional Development, Communications, Sport and the Arts
ABN 86 267 354 017

FINCH COMPANY PTY LTD
ABN 28 146 218 288

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DEED OF CONFIDENTIALITY

Date

This Deed of Confidentiality is made on 28th of October 2025

Parties

This Deed of Confidentiality is made by:

1. s47F [REDACTED] of s47F [REDACTED]
(the **Confidant**)

in favour of and legally enforceable by:

2. **Commonwealth of Australia** as represented by the Department of Infrastructure, Transport, Regional Development, Communications, Sport and the Arts
ABN 86 267 354 017 of 111 Alinga Street, Canberra, ACT 2601
(the **Commonwealth**)

Context

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- B. The Commonwealth is willing to provide the Confidant access to necessary Confidential Information strictly for the Purpose and in accordance with this Deed.

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- a. reasonably designated in any way by the Commonwealth or its owner as confidential; or
- b. which the Confidant knows or ought to know is confidential,

that is provided by the Commonwealth to the Confidant or that the Confidant otherwise accesses or becomes aware of in relation to the Purpose.

Copy	means any document, device, article or medium in which Confidential Information is, or may be, embodied.
Deed	means this Deed of Confidentiality and includes all schedules and attachments (if any) to this Deed.
Purpose	means the Confidant's participation in the procurement process and delivery of communication services to enhance the Social Media Minimum Age awareness campaign.

1.2. In this Deed, unless the contrary intention appears:

- a. words importing a gender include any other gender;
- b. words in the singular include the plural and words in the plural include the singular;
- c. clause headings are for convenient reference only and have no effect in limiting or extending the language of provisions to which they refer;
- d. words importing a person includes a partnership and a body whether corporate or otherwise;
- e. a reference to dollars is a reference to Australian dollars;
- f. a reference to any legislation or legislative provision includes any statutory modification, substitution or re-enactment of that legislation or legislative provision;
- g. if any word or phrase is given a defined meaning, any other part of speech or other grammatical form of that word or phrase has a corresponding meaning;
- h. a reference to an Item is a reference to an Item in the Schedule;
- i. the Schedule and any Attachments form part of this Deed;
- j. if any conflict arises between the terms and conditions contained in the clauses of this Deed and any part of the Schedule (and Attachments if any), the terms and conditions of the clauses prevail;
- k. if any conflict arises between any part of the Schedule and any part of an Attachment, the Schedule prevails;
- l. a reference to writing is a reference to any representation of words, figures or symbols, whether or not in a visible form;
- m. wherever the context permits a reference to a party includes its successors or assignees;
- n. a covenant on the part of two or more persons binds them jointly and severally and a covenant for the benefit of two or more persons is for the benefit of them jointly and severally;

- o. where the day on or by which any act, matter or thing is to be done under or pursuant to this contract is not a Business Day, the act, matter or thing must be done on the next Business Day; and
 - p. references to clauses are references to clauses of this Deed.
- 1.3. This Deed records the entire agreement between the parties in relation to its subject matter.
 - 1.4. As far as possible all provisions of this Deed will be construed so as not to be void or otherwise unenforceable.
 - 1.5. If anything in this Deed is void or otherwise unenforceable then it will be severed and the rest of the contract remains in force.
 - 1.6. A provision of this Deed will not be construed to the disadvantage of a party solely on the basis that it proposed that provision or put forward this Deed.

2. Confidentiality

- 2.1. The Confidant must use the Confidential Information only as is legitimate and necessary for the Purpose and strictly in accordance with this Deed and any additional conditions advised by the Commonwealth from time to time.
- 2.2. The Confidant will not, without the prior written authorisation of the Commonwealth, disclose any Confidential Information to any person unless the disclosure is required by law. In giving its authorisation, the Commonwealth may notify the Confidant of conditions on the disclosure and the Confidant must comply with these conditions.
- 2.3. Where the Confidant is required by law to disclose the Confidential Information, the Confidant must:
 - a. use his or her best endeavours to notify the Commonwealth prior to disclosing the Confidential Information;
 - b. provide to the Commonwealth full details of the relevant legal requirement and information to be disclosed; and
 - c. take any reasonable action requested by, and reasonably cooperate with any action taken by, the Commonwealth to challenge, prevent or limit such disclosure.
- 2.4. The Confidant agrees to secure all Confidential Information against loss and unauthorised access, use, modification or disclosure.
- 2.5. The Confidant agrees to implement security procedures to ensure that it meets its obligations under this Deed and will provide details of these procedures to the Commonwealth on request.
- 2.6. Without limiting the Confidant's obligations under this Deed, the Confidant will comply with any additional conditions set out in Schedule 1 to this Deed.

3. Privacy

- 3.1. The Confidant agrees, in relation to the use of the Confidential Information:
- a. to comply with its obligations under the *Privacy Act 1988* (Cth) and not to otherwise do any act or engage in any practice which, if done or engaged in by the Commonwealth, would be a breach of an Australian Privacy Principle under the *Privacy Act 1988* (Cth); and
 - b. to comply with any directions, guidelines, determinations or recommendations of the Commonwealth to the extent that they are consistent with the obligations referred to in clause 3.1.a above.
- 3.2. The Confidant agrees to notify the Commonwealth immediately if it becomes aware of a breach or possible breach of any of its obligations under this clause

4. Dealing with Copies

- 4.1. The Confidant agrees, immediately upon request by the Commonwealth, to:
- a. deal with all Copies as directed by the Commonwealth, subject to any legal requirement binding on the Confidant; and
 - b. provide evidence to the Commonwealth's satisfaction that it has complied with its obligations under clause 4.1.a.

5. Confidant's obligations

- 5.1. The Confidant agrees to notify the Commonwealth immediately, and provide full details, if the Confidant is aware or reasonably suspects that:
- a. Confidential Information has, or might have been, accessed, used, modified or disclosed in any way other than as permitted under this Deed; or
 - b. there has been any other breach of this Deed.
- 5.2. The obligations arising out of this Deed are in addition to any obligations of confidence at common law or equity.
- 5.3. The Confidant agrees to provide all assistance that the Commonwealth reasonably requires to enable the Commonwealth to take any action or bring any proceedings in relation to any unauthorised access, use, modification or disclosure of Confidential Information.

6. Period of confidentiality

- 6.1. Except as otherwise may be agreed by the parties in writing, all Confidential Information shall remain subject to the requirements of this Deed until it becomes available from a legal public source without restriction.

7. Survival

- 7.1. This Deed will survive the termination or expiry of any deed, agreement or arrangement of any kind between the Commonwealth and the Confidant relating to the Purpose.

8. Compliance with Legislation and Policies

- 8.1. Without limiting anything contained in this Deed, the Confidant acknowledges that it is aware of the following legislative provisions which may have application to its handling of Confidential Information:
- a. Section 91.1, Part 5.6 and Part 10.7 of the Schedule to the *Criminal Code Act 1995* (Cth);
 - b. *Privacy Act 1988* (Cth);
 - c. *Freedom of Information Act 1982* (Cth);

9. Notices

- 9.1. A notice under this Deed is only effective if it is in writing, and dealt with as follows:

- a. **if given by the Confidant to the Commonwealth** – addressed to:

Department of Infrastructure, Transport, Regional Development,
Communications, Sport and the Arts
111 Alinga Street
CANBERRA ACT 2601

Email: campaigns@communications.gov.au

- b. **if given by the Commonwealth to the Confidant** – addressed to:

FINCH

s47F

Attention: s47F or

Email: s47F @36months.com / s47F @finchcompany.com

- 9.2. A party may, from time to time, notify the other party of any change to its details in clause 9.1.
- 9.3. A notice is to be:
- a. signed by the person giving the notice and delivered by hand;
 - b. signed by the person giving the notice and sent by pre-paid post; or
 - c. signed and transmitted electronically by the person giving the notice by electronic mail.
- 9.4. For the avoidance of doubt, an electronic signature on an email will be taken to be a signed notice for the purpose of clause 9.3.
- 9.5. A notice is deemed to be effected:
- a. if delivered by hand - upon delivery to the relevant address;
 - b. if sent by post - upon delivery to the relevant address;

- c. if transmitted electronically - upon receipt by the sender of either an electronic receipt notification (generated by the system transmitting the notice) or an acknowledgement from the other party that it has received the notice (whichever is earlier).

9.6. A notice received after 5.00 pm, or on a day that is not a business day in the place of receipt, is deemed to be effected on the next business day in that place.

10. Costs and stamp duty

10.1. Each party is to pay its own costs, charges and expenses (including, without limitation, legal expenses) in entering into this Deed, except for stamp duty.

10.2. Any stamp duty, duties or other taxes of a similar nature (including fines, penalties and interest) which are payable in connection with the Deed must be paid by the Service Provider.

11. Further Action

11.1. Each party at its own expense must, at another party's request, execute and cause its successors to execute documents and do everything else necessary or appropriate to bind the parties and their successors under the Deed in accordance with the intention expressed in the Deed.

12. Applicable law

12.1. This Deed is governed by and will be construed in accordance with the laws applicable in the Australian Capital Territory.

12.2. The Confidant submits to the non-exclusive jurisdiction of the courts of the Australian Capital Territory.

SCHEDULE 1 ADDITIONAL CONDITIONS

For the purpose of clause 1.2, there are no applicable conditions.

EXECUTED as a Deed Poll

SIGNED, SEALED AND DELIVERED)
by:)
)

s47F _____
Name of Confidant

s47F


Signature of Confidant

In the presence of:

s47F _____
Name of Witness

s47F


Signature of witness

s22(1)(a)(ii)

From: s47F <s47F@36months.com>
Sent: Wednesday, 29 October 2025 4:47 PM
To: campaigns
Subject: Re: Social Media Minimum Age Awareness campaign - Deed of Confidentiality [SEC=OFFICIAL]
Attachments: FINAL_Additional-SMMA-Comms_Campaign_Deed of Confidentiality (Individual).docx.pdf

OFFICIAL

Hi s22(1)(a)(ii)

That's clear. No issues over here. Please find attached a signed confidential deed updated with 36 Months details.

OFFICIAL

Be well,



s47F
s47F

In 2024, we led a national campaign to raise the minimum age of social media from 13 to 16—the first law of its kind anywhere in the world. Now we're rebuilding the ecosystem around adolescence—in politics, schools and homes.

s47F
s47F

s47F

w. [36months.com](https://www.36months.com)
ig. [@36monthsofficial](https://www.instagram.com/36monthsofficial)

On 29 Oct 2025, at 12:37 pm, campaigns <s22(1)(a)(ii)@communications.gov.au> wrote:

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OFFICIAL

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

Thanks so much for coming back to us ^{s47F}.

As the arrangement with the department will be with 36 Months, grateful if you can send us back a signed deed of confidentiality form that is either signed by you, as representative of 36 Months, or signed by the board members (^{s47F}, ^{s47F} etc), rather than FINCH.

Tapping in to broader capacity of third-parties such as FINCH is an approach that has been previously used to further assist with deliverables and we recommend this is outlined in your proposal. FINCH and any other relevant organisation can be added through a sub-contracted arrangement in the contract following review of the proposed approach from 36 Months.

We have procurement documents ready to share ASAP once the updated confidentiality form comes through.

All the best.

^{s22(1)(a)(ii)}

Director – Campaigns • Communication Branch •

Enabling Services Division

^{s22(1)(a)(ii)} communications.gov.au / ^{s22(1)(a)} [@communications.gov.au](mailto:communications.gov.au)

P: ^{s22(1)(a)(ii)} **M** ^{s22(1)(a)(ii)}

GPO Box 594 Canberra, ACT 2601

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

infrastructure.gov.au

<image001.png>

*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

s22(1)(a)(ii) - duplicate email found within document 6

s22(1)(a)(ii) - duplicate email found within document 5

s22(1)(a)(ii)

From: s22(1)(a)(ii)
Sent: Thursday, 30 October 2025 9:03 AM
To: s47F
Cc: campaigns
Subject: Request for communication services for the Social Media Minimum Age Campaign [SEC=OFFICIAL]
Attachments: Social Media Minimum Age Limit campaign - creative services RFQ - s22(1)(a)(ii).docx
Importance: High

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Good morning s47F

We would like to invite 36 Months to submit a proposal and quote for the delivery of communication services to promote the introduction of the new Social Media Minimum Age (SMMA) and to support the advertising Campaign (*For the good of...*) (the Campaign).

The Campaign is running from 19 October 2025 and is targeted at young people in secondary school aged 12 to 15 and their parents/carers and concludes 11 April 2026. The Campaign aims to inform parents, carers and young people under 16 about the SMMA, which starts from 10 December 2025, and the benefits of delaying social media account access for under 16s, so parents, carers and young people under 16 can prepare for and navigate the changes.

Questions in relation to the required services may submitted by 5pm tomorrow, Friday 31 October 2025 to help inform the 36 Months response.

I have attached an RFQ for your response by 3pm AEDT Tuesday 4 November to s22(1)(a)(ii) @communication.gov.au.

Please do not hesitate to contact me if you have any questions.

Regards

s22(1)(a)(ii)

Director – Campaigns • Communication Branch •
 Enabling Services Division
 s22(1)(a)(ii) [communications.gov.au / s22\(1\)\(a\)\(ii\)@communications.gov.au](mailto:s22(1)(a)(ii)@communications.gov.au)
 P: s22(1)(a)(ii) M: s22(1)(a)(ii)
 GPO Box 594 Canberra, ACT 2601

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



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

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

*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.*

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Approach to Market (ATM) – Services



Australian Government

Approach to Market

To establish Contract for Communication services

Reference ID: 6157

UNSPSC: 80170000 Public Relations and professional communications services

This Approach to Market (ATM) is for the provision of communication services to support the introduction of the Social Media Minimum Age (SMMA).

The Commonwealth of Australia as represented by Department of Infrastructure, Transport, Regional Development, Communications, Sport and the Arts (the Customer) is seeking submissions for the provision of the services (the Requirement) as described in this ATM comprising:

- this CCS ATM, including the Statement of Requirement
- the CCS ATM Response Form
- the CCS ATM Annexes (if any)
- the Commonwealth ATM Terms
- the Additional Contract Terms
- the Commonwealth Contract Terms
- the Commonwealth Contracting Suite Glossary and Interpretation.

In submitting a response, Potential Suppliers are required to comply with all requirements set out in the Commonwealth Approach to Market Terms (a copy of which is included in this document), and if successful, agree to enter into a contract which incorporates the Commonwealth Contract Terms available at <https://www.finance.gov.au/government/procurement/commonwealth-contracting-suite-ccs#ccs-terms> and the Additional Contract Terms.

The [Selling to Government website](#) provides information to help businesses understand how to sell to the Australian Government. If you have any general questions about how the Australian Government procures goods and services, please contact the Selling to Government team at sellingtogov@finance.gov.au.

For questions relating specifically to this ATM, please contact the ATM Contact Officer set out at A.A.5(a).

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Approach to Market (ATM) – Services

Statement of Requirement

A.A.1 Key Information and Dates

Approach to Market

Event	Details
ATM Closing Date	Tuesday 4 November 2025
ATM Closing Time	3.00pm AEDT
Industry Briefing	Unless otherwise notified by an addendum, there are no industry briefing sessions for this approach to market (ATM).
Site Inspection	Unless otherwise notified by an addendum, there are no site inspections for this ATM.
Question Closing Date and Time	Questions will be permitted up until 5.00pm on Friday , 31 October 2025, ACT local time.
Minimum Content and Format Requirements	For a Potential Supplier's Response to be eligible for consideration the Potential Supplier's Response must comply with the matters addressed in A.A.4 and A.B.4.2 of the Commonwealth ATM Terms, and be no longer that 20 pages in length.
Conditions for Participation	No conditions for participation are specified.

Proposed Contract

Event	Details
Proposed Start Date:	Monday, 10 November 2025
Proposed End Date:	The Contract will terminate at 11.59 pm on Thursday, 30 April 2026.
Contract Extension Option	One or more extension option periods of up to one year in the aggregate.

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Approach to Market (ATM) – Services

A.A.2 The Requirement

The Customer requires communication services to promote the introduction of the new Social Media Minimum Age (SMMA) and to support the advertising Campaign (*For the good of...*) (the Campaign).

The Campaign is running from 19 October 2025 and is targeted at young people in secondary school aged 12 to 15 and their parents/carers. The Campaign aims to inform parents, carers and young people under 16 about the SMMA, which starts from 10 December 2025, and the benefits for delaying social media account access for under 16s, so parents, carers and young people under 16 can prepare for and navigate the changes.

The Campaign objectives are:

1. RAISE AWARENESS of the new SMMA changes, including when the changes commence.
2. BUILD support for the introduction of the SMMA and benefits of delaying access to social media accounts for those under 16 years.
3. DIRECT audiences to eSafety.gov.au for further information and resources.

To support the Campaign and the Customer's broader communication efforts the Customer requires the Supplier to:

1. Develop and implement a communication strategy to raise awareness and support the Campaign.

The communication strategy should:

- a) identify a range of opportunities to raise awareness of the SMMA, particularly with young people in secondary schools aged 12-15, and their parents/carers, including in secondary or combined school settings across government and non-government sectors and in locations around the country;
 - b) introduce methods for incorporating additional key influencers and trusted voices into the conversation regarding the SMMA and the Campaign, which help illustrate the importance and benefits of the SMMA, as well as reinforce when the changes commence and who they impact;
 - c) identify a range of opportunities to raise awareness of, and encourage participation in, alternative activities young people can engage in to maintain connections outside of social media;
 - d) identify any potential or actual limitations on the reach and effectiveness of the proposed communication strategy, including geographical coverage limitations, if any;
 - e) align with the Campaign's messaging, tone and approach, which is informed by market research;
 - f) complement the Campaign's above-the-line communication activities, and extend and build on the below-the-line activities currently in place; and
 - g) be sensitive to the needs of special audiences.
2. Establish a range of Key Performance Indicators (KPIs) for each proposed communication activity (in line with Campaign objectives) and evaluate and report on the effectiveness of each communication activity.
 3. Provide regular advice and updates to the Customer on opportunities or issues related to the communication strategy and activities.
 4. Outline processes for vetting and talent assurances of key influencers and trusted voices who are proposed to be included in the communication strategy and the activities.

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Approach to Market (ATM) – Services

5. Submit to the Customer itemised costs for the proposed communication activities, fees and expenses, and outline a proposed milestone payment schedule.

The target audience for the communication strategy and activities includes:

- parents and carers aged 35 to 60 years with responsibility for under 16s, with a focus on young people aged 12 to 15 years; and
- young people under 16, with a focus on 12 to 15 year olds in secondary schools.

A.A.2(a) Commonwealth Supplier Code of Conduct

The Commonwealth expects its suppliers to conduct themselves with high standards of ethics such that they consistently act with integrity and accountability.

If awarded a Contract, the Supplier must agree to comply with the Commonwealth Code of Conduct (Code) in accordance with the Commonwealth Contract Terms [Clause C.C.23].

Clause C.C.23 requires the Supplier to comply with the Code when performing its obligations under the Contract, and to ensure its personnel and Subcontractors comply with the Code. The clause also requires the Supplier to proactively monitor and assess compliance with the Code, and to notify the Customer immediately of any breach of the Code.

In accordance with the Commonwealth ATM Terms [Clause A.B.10], where requested by the Customer, Potential Suppliers should provide information demonstrating that they have appropriate policies, frameworks, or similar, in place to comply with the Code.

Further information on the Code can be found at:

<https://www.finance.gov.au/government/procurement/commonwealth-supplier-code-conduct>

A.A.2(b) Standards

Potential Suppliers must ensure that any goods and services proposed are capable of complying with all applicable Australian standards and any Australian and international standards specified in this Statement of Requirement. Potential Suppliers should note that they may be required to enable the Customer, or an independent assessor, to conduct periodic audits to confirm compliance with those standards.

Web Content Accessibility

The Supplier must ensure that any website, associated material and/or online publications (where applicable) complies with the *Disability Discrimination Act 1992* (Cth) and the *Web Content Accessibility Guidelines* available at: <https://www.w3.org/WAI/intro/wcag>.

Australian Government Style Guide

The Supplier should, where relevant for the proposed activity, ensure that relevant materials comply with the Australian Government Style Manual available at: <https://www.stylemanual.gov.au/>

Key Performance Indicators

The Supplier is required to nominate KPIs, sustainability targets or other performance measures which demonstrate progress towards achievement of the Requirement. The Customer will then work with the Supplier to refine and agree the relevant measures, including KPIs, which will be included in any resulting contract.

A.A.2(c) Security Requirements

Hosting of Customer Data and Material

The Supplier must ensure that:

- a) all Customer data and Material in respect of which the Supplier has care, custody or control for purposes connected with this ATM is only hosted and stored in Australia;

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Approach to Market (ATM) – Services

- b) that the Requirement is performed within Australia; and
- c) no Customer data or Material is taken or allowed to be taken outside Australia, or accessed from or allowed to be accessed from outside Australia, by the Supplier, Supplier personnel or any third party, including through the remote access or control of any server or other hardware or software without the Customer's prior written approval.

Security Incidents and Reporting

If the Supplier becomes aware of a possible or actual Security Incident, the Supplier must immediately notify the Lead Customer and relevant Customer or Potential Customer of the Security Incident and promptly take all reasonable steps to remedy the Security Incident at the Supplier's expense (subject to any directions of the Lead Customer or relevant Customer or Potential Customer).

Data Mining

For the purposes of this ATM, 'Data Mining' means analysing or searching for patterns in data to extract information and transform it into an understandable form or structure, whether through automated or human means, and includes data dredging, data fishing, data snooping, and similar methods.

The Supplier must not (and must ensure that its personnel and any third party do not) at any time conduct Data Mining activities in respect of any information provided in respect of this ATM for any reason including marketing, research, benchmarking, analysis or enhancement except to the extent expressly authorised in writing by the Customer.

A.A.2(d) Work Health and Safety

Prior to commencement of the Contract, the Customer's Contract Manager and the Supplier's Contract Manager will identify any potential work health and safety (WHS) issues anticipated to arise during the term of the contract and assign management of each issue identified to the party best able to manage it. For all issues assigned to the Supplier, the Supplier will provide the Customer with a WHS plan for approval and no work will commence until the plan is approved unless agreed in writing by the Customer.

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

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Approach to Market (ATM) – Services

A.A.2(e) Delivery and Acceptance

The Customer must accept or reject any deliverables under the Contract in accordance with the Commonwealth Contract Terms [Clause C.C.11].

Milestone Description	Delivery Location	Due Date
Delivery of communication strategy, including detailed timings and KPIs.	Electronic copy via email to campaigns@communications.gov.au	One week following Contract execution
Delivery of agreed activities and approved materials to support the communication strategy.	TBC	To be agreed as part of the communication strategy.
Regular progress updates, evaluating success of communication activities and against the broader communication strategy.	Verbally during weekly and ad hoc meetings with nominated account managers and via email to campaigns@communications.gov.au	No later than one week following delivery of each event/tactic as set out in the communication strategy.
Delivery of a final evaluation report, analysing the success of the communication strategy and each of the communication activities with reference to the KPIs and other measures.	Electronic copy via email to campaigns@communications.gov.au	30 April 2026

A.A.2(f) Meetings

The Supplier will be required to attend meetings as follows:

Meeting Type	Position Required	Frequency	Mode
Weekly work-in-progress meetings	Account managers	Weekly	Video Conference
Ad hoc meetings	Account managers	as required	Video Conference

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

The Customer will not make any facilities or assistance available to the Supplier.

A.A.2(h) Customer Material

The Customer will provide relevant information regarding the Campaign, which may include:

- briefings;
- research findings;
- key messaging framework; and
- other materials to assist with the development of communication strategy and activities.

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Approach to Market (ATM) – Services

A.A.3 ATM Distribution

Email Distribution

Updates to this ATM will be distributed via email.

A.A.4 Lodgement of Responses

Email

Responses must be lodged via email to campaigns@communications.gov.au quoting reference number 6157 by the Closing Time specified in A.A.1 [Key Information and Dates].

Response File Format, Naming Convention and Size

The Customer will accept Responses lodged in the following formats:

- PDF (.pdf)

The Response file name/s should:

- a) incorporate the Potential Supplier's full legal organisation name; and
- b) reflect the various parts of the bid they represent (where the Response comprises multiple files).

Response files must not exceed a combined file size of 10 megabytes per email.

Responses must be completely self-contained. No embedded files can be included. No hyperlinked or other material may be incorporated by reference.

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Approach to Market (ATM) – Services

A.A.5 Customer's Contact Officers

A.A.5(a) ATM Contact Officer

For all matters relating to this ATM, the Contact Officer is:

Name/Position: Campaigns Manager

Email Address: campaigns@communications.gov.au

Note: Question Closing Date and Time is set out at item A.A.1 [Key Information and Dates].

A.A.5(b) Complaints Handling

Complaints relating to this ATM should be directed to:

Position:	Director, Governance Section
Email Address:	clientservices@infrastructure.gov.au

Information relating to the handling of complaints is available on the Customer's website at: .

If your issue is not resolved refer <https://www.finance.gov.au/business/procurement/complaints-handling-charter-complaints> for more information relating to complaints.

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Approach to Market (ATM) – Services

Additional Contract Terms

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

A.C.1 Intellectual Property

Subject to final agreement between the parties as part of contract negotiation, the Customer proposes to own the Intellectual Property Rights in the Material created under the Contract.

To the extent the Supplier or a third party holds any Intellectual Property Rights in any existing Material, the Supplier hereby agrees to licence the Customer to enable the Customer to exercise full rights and interests in the Intellectual Property Rights in any Material provided under the Contract. The Supplier agrees to create, execute or sign any documents and perform all acts which may be necessary to allow the use of those rights by the Customer for any purpose.

The Customer grants to the Supplier a non-exclusive, non-transferable, irrevocable, royalty-free licence for the Contract Term to exercise the Intellectual Property Rights in the Material for the sole purpose of fulfilling its obligations under the Contract. The licence in this clause is subject to any conditions or limitations of third parties that the Customer notifies to the Supplier.

Intellectual Property Rights in Goods provided under the Contract or pre-existing Intellectual Property of the Supplier, set out below (if any), will not change as a result of the Contract.

A.C.2 Payment Terms

1. Where the Customer and the Supplier both have the capability to deliver and receive eInvoices through the Peppol framework and have agreed to use eInvoicing, following receipt of a Correctly Rendered Invoice, including acceptance of the Services by the Customer, the Customer will pay the amount of a Correctly Rendered Invoice to the Supplier within five (5) calendar days after receiving it, or if this day is not a Business Day, on the next Business Day.
2. In all other circumstances following receipt of a Correctly Rendered Invoice, including acceptance of the Services by the Customer, the Customer will pay the amount of a Correctly Rendered Invoice to the Supplier within twenty (20) calendar days after receiving it, or if this day is not a Business Day, on the next Business Day.
3. Where the Customer fails to make a payment to the Supplier by the Business Day it is due, the Customer will pay the unpaid amount plus interest on the unpaid amount, provided the amount of interest payable under this clause exceeds A\$100.
4. Interest payable under this clause will be simple interest calculated in respect of each calendar day from the day after the amount was due and payable, up to and including the day that the Customer effects payment, calculated using the General Interest Charge Rate as published on the Australian Taxation Office website [https://www.ato.gov.au/Rates/General-interest-charge-\(GIC\)-rates/](https://www.ato.gov.au/Rates/General-interest-charge-(GIC)-rates/).

A.C.3 Child Safety

Application

5. 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 Commonwealth, State or Territory law to have a Working With Children Check to undertake the Services or any part of the Services.

Definitions

1. In this clause:

Child means an individual(s) under the age of 18 years and Children has a similar meaning;

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Approach to Market (ATM) – Services

Child-Related Personnel means officers, employees, contractors, agents and volunteers of the Supplier involved with the Services who as part of that involvement may interact with Children;

Legislation means a provision of a statute or subordinate legislation of the Commonwealth, or of a State, Territory or local authority;

National Principles for Child Safe Organisations means the *National Principles for Child Safe Organisations*, endorsed by the Council of Australian Governments as published by the Commonwealth Government (available at: <https://childdsafe.humanrights.gov.au/national-principles>);

Relevant Legislation means Legislation in force in any jurisdiction where any part of the Services may be carried out;

Working With Children Check or **WWCC** means the process in place pursuant to Relevant Legislation to screen an individual for fitness to work with Children.

Relevant checks and authority

2. The Supplier must:

- (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
- (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.

National Principles for Child Safe Organisations and other action for the safety of Children

3. The Supplier agrees in relation to the Services to:

- (a) implement the National Principles for Child Safe Organisations;
- (b) ensure that all Child-Related Personnel implement the National Principles for Child Safe Organisations;
- (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;
- (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;
- (e) provide training and establish a compliance regime to ensure that all Child-Related Personnel are aware of, and comply with:
 - (i) the National Principles for Child Safe Organisations;
 - (ii) the Supplier's risk management strategy required by this clause;
 - (iii) Relevant Legislation relating to requirements for working with Children, including WWCCs; and
 - (iv) Relevant Legislation relating to mandatory reporting of suspected child abuse or neglect, however described; and
- (f) provide the Customer with an annual statement of compliance with this clause in such form as may be specified by the Customer.

4. With reasonable notice to the Supplier, the Customer may conduct a review of the Supplier's compliance with this clause.

5. The Supplier agrees to:

- (a) notify the Customer of any failure to comply with this clause;
- (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

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- (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.
6. 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.

A.C.4 Working with Vulnerable Persons

1. In this clause:

Criminal or Court Record means any record of any Other Offence;

Other Offence means, in relation to a person, a conviction, finding of guilt, on-the-spot fine for, or court order relating to:

- (a) an apprehended violence or protection order made against the person;
- (b) the consumption, dealing in, possession or handling of alcohol, a prohibited drug, narcotic or other prohibited substance;
- (c) violence against another person or the injury, but excluding the death, of another person; or
- (d) an attempt to commit a crime or offence, or to engage in any conduct or activity, described in paragraphs (a) to (c);

Police Check 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;

Serious Offence means:

- (a) a crime or offence involving the death of a person;
- (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;
- (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
- (d) an attempt to commit a crime or offence described in (a) to (c);

Serious Record means a conviction or any finding of guilt regarding a Serious Offence; and

Vulnerable Person 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 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.

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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

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.

A.C.5 Hosting of Customer Data and Material

1. The Supplier must ensure that:
 - (a) all Customer data and Material in respect of which the Supplier has care, custody or control for purposes connected with the Services is only hosted and stored in Australia;
 - (b) that the Services are performed within Australia; and
 - (c) no Customer data or Material is taken or allowed to be taken outside Australia, or accessed from or allowed to be accessed from outside Australia, by the Supplier, Supplier personnel or any third party, including through the remote access or control of any server or other hardware or software without the Customer's prior written approval.

A.C.6 Security requirements

1. For the purposes of this clause, a **Security Incident** includes:
 - (a) any breach of any security obligation under the Contract, or at law;
 - (b) any accidental or unlawful destruction, loss, alteration, or unauthorised access to, use of, or disclosure of information (including data or Material of the Customer and personal information) or systems; and

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- (c) any actions taken through the use of computer networks or any unauthorised access or use that may result in an actual or potentially adverse effect on any or all of the following:
 - (i) the Customer's, the Supplier's, or its subcontractor's information systems or the ability to use the Customer's, the Supplier's, or its subcontractor's information systems as intended;
 - (ii) any Material residing on those systems or accessible by the Supplier or its subcontractor's systems;
 - (iii) the Services; and
 - (iv) any request from foreign governments or entities for access to any Customer data or Material.

2. The Supplier must:

- (a) ensure that all Customer data and Material in respect of which the Supplier has care, custody or control for purposes connected with the Contract (including any Customer data or Material in the Supplier's systems):
 - (i) is protected at all times from unauthorised access by, use by, or disclosure to, a third party, and from loss, misuse, corruption, damage or destruction by any person; and
 - (ii) has appropriate protective measures as required by the Contract including administrative, physical, and technical safeguards that are no less rigorous than accepted industry standards and commensurate with the consequences and probability of unauthorised access to, or use, disclosure, misuse or loss of, the Customer, or Potential Customer data or Material;
 - (iii) without limiting other obligations under the Contract, has appropriate protective measures that support any requirements in the Australian Government Protective Security Policy Framework and the Australian Government Information Security Manual as updated from time to time and as applicable to the Services;
- (b) at the Customer's request, provide details of the Supplier's security measures in place to reduce the risk of a Security Incident;
- (c) ensure that direct or indirect access to:
 - (i) any Customer data or Material; or
 - (ii) the Customer's systems, hardware or software, by the Supplier or Supplier personnel is restricted to those Supplier personnel who have been approved by the Customer, who hold the required clearances and checks as set out in the Contract and who have a need for such access, and that access is limited to the minimum access necessary to enable the Supplier to comply with its obligations in the Contract;
- (d) ensure that no Customer data or Material is changed by the Supplier or Supplier personnel except where required to perform the Services in accordance with the Contract or with the express prior written consent of the Customer;
- (e) when using or accessing the Customer's sites, comply with (and ensure its personnel are aware of and comply with) all reasonable directions of the Customer and any security and safety requirements notified to the Supplier by the Customer or Potential Customer from time to time; and
- (f) in the event of any Security Incident, comply with all directions of the Customer to resolve the Security Incident.

A.C.7 Data Mining

1. for the purposes of this clause, **Data Mining** means analysing or searching for patterns in data to extract information and transform it into an understandable form or structure, whether through

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automated or human means, and includes data dredging, data fishing, data snooping, and similar methods.

2. The Supplier must not (and must ensure that its personnel and any third party do not) at any time conduct Data Mining activities in respect of the Services, for any reason including marketing, research, benchmarking, analysis or enhancement except to the extent expressly authorised in writing by the Customer.

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Approach to Market (ATM) – Services

Commonwealth Approach to Market (ATM) Terms

- A.B.1 Background**
- 1.1 Some terms in this document have been given a special meaning. The meanings are set out either in the Commonwealth Contracting Suite Glossary and Interpretation, the CCS ATM or the draft Commonwealth Contract.
- 1.2 Any queries or complaints regarding this ATM must be directed to the Customer's relevant contact officer listed in the Statement of Requirement.
- 1.3 The Customer may:
- amend or clarify any aspect of this ATM, prior to the Closing Time, or
 - suspend the ATM process or issue a Public Interest Certificate prior to Contract execution, by issuing an addendum to the ATM in the same manner as the original ATM was distributed or, where this is not possible, issuing a notice to all Potential Suppliers.
- 1.4 No contract will exist until the Contract is executed by the Customer. The Customer, acting in good faith, may discontinue this ATM; decline to accept any Response to this ATM or issue any contract; or satisfy its requirements separately from this ATM process.
- 1.5 Participation in this process is at the Potential Supplier's risk and cost.
- A.B.2 Precedence of Documents**
- 2.1 If there is inconsistency between any of the parts of this ATM, the following order of precedence will apply:
- CCS ATM – Statement of Requirement
 - CCS ATM Response Form
 - CCS ATM Annexes (if any)
 - Commonwealth ATM Terms
 - Additional Contract Terms (if any)
 - Commonwealth Contract Terms
 - draft Commonwealth Contract (if any), and
 - CCS Glossary and Interpretation,
- so that the provision in the higher ranked document will prevail to the extent of the inconsistency.
- A.B.3 Referenced Material**
- 3.1 The Customer will make available the Customer's Material (if any) referenced in this ATM. Potential Suppliers are responsible for obtaining all other Referenced Material (if any).
- 3.2 Potential Suppliers are responsible for considering Referenced Material in framing their Response.
- A.B.4 Lodging a Response**
- 4.1 By lodging a Response, Potential Suppliers agree:
- that their Response is subject to these Commonwealth ATM Terms
 - that the Response will remain open for acceptance for ninety (90) calendar days from the ATM Closing Time, and
 - if successful, to sign a Contract which incorporates the Commonwealth Contract Terms.
- 4.2 When lodging a Response, Potential Suppliers must:
- lodge their Response as specified in the Statement of Requirement using the CCS ATM Response Form provided (if any) without changing the structure or formatting of the response form
 - comply with any conditions for participation and ensure their Response complies with any minimum content and format requirements set out in the Statement of Requirement
 - ensure the Response is in English, and
 - ensure that prices quoted:
 - are in Australian currency
 - show the GST exclusive price, the GST component (if any) and the GST inclusive price
 - are inclusive of GST and all other taxes, duties (including any customs duties) and any government charges imposed or levied in Australia or overseas, and
 - unless identified in the Potential Supplier's Response, include any and all other charges and costs and be the maximum payable by the Customer under the Contract.
- 4.3 The Customer may decline to consider a Response that is unable to be read or contains alterations, erasures, illegibility, ambiguity or incomplete details.
- 4.4 Potential Suppliers may submit Responses for alternative methods of addressing the Customer's Requirement described in this ATM, where the option to do so was stated in the ATM or agreed in writing with the Customer prior to the Closing Time. Potential Suppliers are responsible for providing a sufficient level of detail about the alternative solution to enable its evaluation.
- 4.5 Potential Suppliers and their officers, employees, agents, advisors and proposed subcontractors must not engage in any collusive, anti-competitive or any other similar conduct with any other Potential Supplier or person, or offer any unlawful inducements in relation to their Response or this ATM process.
- 4.6 The Customer will only extend the Closing Time in exceptional circumstances and, if extended, the extension will apply equally to all Potential Suppliers. The Customer will not consider any Responses received after the Closing Time

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Approach to Market (ATM) – Services

Commonwealth Approach to Market (ATM) Terms

- specified in this ATM unless the Response is late as a consequence of the Customer's mishandling.
- 4.7 Prior to execution of a contract, the Customer may seek clarification or additional information from, and enter into discussions and negotiations with, any or all Potential Suppliers in relation to their Response. In doing so, the Customer will treat all Potential Suppliers equitably and not allow any Potential Supplier to substantially alter their Response.
- 4.8 If any Conflicts of Interest arise during the evaluation period, Potential Suppliers must notify the Customer immediately and comply with any reasonable directions issued by the Customer. All communications must be confirmed in writing.
- A.B.5 Evaluation**
- 5.1 The Customer will evaluate Responses in accordance with the ATM and consistent with the Commonwealth Procurement Rules to determine the best value for money outcome for the Customer.
- 5.2 The Customer will exclude from consideration any Response that does not meet the minimum content and format requirements and the conditions for participation (if any) as set out in the Statement of Requirement.
- 5.3 The criteria for evaluation are the:
- extent to which the Potential Supplier's Response meets the Customer's Requirement set out in this ATM
 - extent to which the Potential Supplier demonstrates its capability and capacity to provide the Requirement, and
 - whole of life costs to be incurred by the Customer. Evaluation will take account of the quoted price and any costs that the Customer will incur as a result of accepting the Potential Supplier's Response.
- 5.4 Unless stated otherwise in the Approach to Market documentation, the above three (3) criteria for evaluation will be of equal importance.
- 5.5 The Customer may at any time exclude a Response from consideration if the Customer considers that the Response is clearly not competitive.
- 5.6 Potential Suppliers should note that the Commonwealth's Indigenous Procurement Policy (IPP) will apply to the Customer in respect of this procurement. During evaluation, the Customer may favourably consider the Potential Supplier's ability to assist the Customer to meet its IPP obligations. More information is available at <https://www.niaa.gov.au/our-work/employment-and-economic-development/indigenous-procurement-policy-ipp>.
- 5.7 If requested by the Customer, the Potential Supplier must be able to demonstrate its ability to remain viable for the duration of the Contract and must promptly provide the Customer with such information or documentation as the Customer reasonably requires.
- 5.8 The Customer reserves the right to contact the Potential Supplier's referees, or any other person, directly and without notifying the Potential Supplier.
- 5.9 The Customer will notify all Potential Suppliers of the final decision and, if requested, will debrief Potential Suppliers following award of the Contract.
- A.B.6 Reporting Requirements**
- 6.1 Potential Suppliers acknowledge that the Customer is subject to legislative and administrative accountability and transparency requirements including disclosure to Parliament and its Committees.
- 6.2 Without limiting the Customer's right to disclose other information, for any contracts awarded, the Customer may publicly disclose the Supplier's name, postal address and other details about the Contract, including contract value.
- 6.3 Potential Suppliers acknowledge that the Customer may disclose the names of any Subcontractors engaged in respect of the Contract. Potential Suppliers should also note the requirements of the *Freedom of Information Act 1982* (Cth).
- A.B.7 Confidentiality of Potential Supplier's Information**
- 7.1 Subject to this clause A.B.7, the Customer will treat all Responses as confidential before and after the award of a Contract.
- 7.2 Potential Suppliers should note that, if successful, parts of their Response may be included in a subsequent Contract. Potential Suppliers must identify and justify any aspects of their Response or the proposed Contract that they consider should be kept confidential.
- 7.3 Potential Suppliers should note that the Customer will only agree to treat information as confidential in cases that it considers consistent with Australian Government legislation and policies. In the absence of such an agreement, Potential Suppliers acknowledge that the Customer has the right to publicly disclose the information.
- A.B.8 Criminal Code**
- 8.1 Potential Suppliers acknowledge 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).
- 8.2 Potential Suppliers must ensure that any intended Subcontractors participating in the Potential Supplier's Response are aware of the information in this clause.
- A.B.9 Personal Information**
- 9.1 Potential Suppliers agree to provide the Customer, or its nominee, relevant Personal Information

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Approach to Market (ATM) – Services

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relating to the Potential Supplier, its officers, employees, agents or Subcontractors, for the purposes of preventing, detecting, investigating or dealing with a fraud or security breach relating to this ATM. When providing Personal Information to the Customer, the Potential Supplier warrants that they will have obtained consent or provided reasonable notification in accordance with the *Privacy Act 1988* (Cth).

A.B.10 Compliance with the Commonwealth Supplier Code of Conduct

- 10.1 If requested by the Customer, Potential Suppliers should provide information in their Response demonstrating that they have the appropriate policies, frameworks, or similar, in place to comply with the Code.
- 10.2 The Customer may take into account a Potential Supplier's ability to comply with the Code in evaluating the Potential Supplier's Response.



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Approach to Market (ATM) – Services

Commonwealth Contracting Suite Glossary and Interpretation

Glossary

In the Commonwealth Contracting Suite (CCS):

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

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

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

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

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

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

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

“Commonwealth Supplier Code of Conduct” or **“Code”** means the Commonwealth Supplier Code of Conduct, as published on 1 July 2024, as updated from time to time.

“Confidential Information” means all forms of information that: is designated either specifically or generally as confidential in the Contract or DoSO, or is designated by its owner as confidential or which the other party knows, or ought to know is confidential (provided that, if it is the Supplier’s information, it meets all four (4) criteria of the Confidentiality Test published on the Department of Finance website and the Customer agrees in writing to treat the information as confidential).

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

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

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

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

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

“Correctly Rendered Invoice” means an invoice that:

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

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

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

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

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

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Commonwealth Contracting Suite Glossary and Interpretation

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

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

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

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

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

“Goods and/or Services” means:

- a) the Goods and/or Services and any Material, and
- b) all such incidental Goods and/or Services that are reasonably required to achieve the Requirement of the Customer, as specified in the Contract and, where relevant, offered under a Standing Offer Arrangement.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

“Required Capabilities” means:

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Commonwealth Contracting Suite Glossary and Interpretation

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

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

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

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

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

"Significant Event" means:

- a) any adverse comments or findings made by a court, commission, tribunal or other statutory or professional body regarding the conduct or performance of the Supplier or its officers, employees, agents or Subcontractors that impacts or could be reasonably perceived to impact on their professional capacity, capability, fitness or reputation, or
- b) any other significant matters, including the commencement of legal, regulatory or disciplinary action involving the Supplier or its officers, employees, agents or Subcontractors, that may adversely impact on compliance with Commonwealth policy and legislation or the Commonwealth's reputation.

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

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

"Standing Offer Details" means the section of the DoSO with the heading 'Standing Offer Details'.

"Statement of Requirement" means the section of the Approach to Market with the heading 'Statement of Requirement'.

"Statement of Work" means the section or schedule of the Contract (as the case may be) with the heading 'Statement of Work'.

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

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

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Approach to Market (ATM) – Services

Commonwealth Contracting Suite Glossary and Interpretation

Interpretation

In the Commonwealth Contracting Suite, unless stated otherwise:

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

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

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Approach to Market (ATM) – Services

INSTRUCTIONS FOR POTENTIAL SUPPLIER

1. Before you start

- a) This Response is not an offer for work.
- b) Read the all documentation provided by the Customer and distributed with this Response form and decide whether your organisation has the **necessary skills and experience** to meet the Customer's requirement.
- c) Do not proceed further if:
 - i. your organisation cannot agree to the Commonwealth Contract Terms, available at <https://www.finance.gov.au/government/procurement/commonwealth-contracting-suite-ccs>. These terms are non-negotiable and will form part of the Contract if you are successful in this ATM process.
 - ii. your organisation does not meet and/or agree to the Minimum Content and Format Requirements and the Conditions for Participation (if any), set out at item A.A.1 [Key Information and Dates], as failure to do so will mean your response cannot be considered.
 - iii. your organisation is a **trust** where the Trustee is not empowered to sign contracts on behalf of the Trust. Before proceeding, contact the Customer's ATM Contact Officer at item A.A.5(a) [ATM Contact Officer].
 - iv. you are an **Individual** without an ABN and you do not meet the Australian Taxation Office's (ATO) definition of an independent contractor available at: <https://www.ato.gov.au/business/employee-or-contractor/how-to-work-it-out--employee-or-contractor>. Before proceeding, contact the ATM Contact Officer set out at item A.A.5(a) [ATM Contact Officer] to seek advice.
- d) The Customer will evaluate all valid Responses received by the ATM Closing Time [Item A.A.1] that meet the Minimum Content and Format Requirements and the Conditions for Participation (if any), to determine which Potential Supplier has proposed the best value for money outcome for the Customer. Responses will be evaluated as per the criteria set out at Clause A.B.5 [Evaluation].
- e) Participation in this ATM is at your organisation's risk and cost. **Please note** your organisation may incur costs in responding. If you are unsuccessful, you will be unable to recoup these costs.

2. Format Requirements

- a) You **MUST** use this form (CCS ATM Response Form) to submit your Response, which **MUST** comply with the Commonwealth ATM Terms, available at: <https://www.finance.gov.au/government/procurement/commonwealth-contracting-suite-ccs>.
- b) As this form is set out to facilitate the evaluation of responses, Potential Suppliers are to use the form as provided and are **not permitted to make any changes to the structure or formatting of the document**.

3. Guidance for completing your Response

- a) **Specific questions** about this ATM **must** be directed to the ATM Contact Officer set out at Item A.A.5(a) [ATM Contact Officer] before Question Closing Date and Time set out at item A.A.1 [Key Information and Dates].
- b) In preparation of this Response, **please note** the Commonwealth Indigenous Procurement Policy (IPP) available at: <https://www.niaa.gov.au/indigenous-affairs/economic-development/indigenous-procurement-policy-ipp> may apply to the Customer in respect of this procurement. During evaluation

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Approach to Market (ATM) – Services

of responses, the Customer may consider the Supplier's ability to assist the Customer to meet its IPP obligations.

- c) Ensure your Response is as concise as possible while including all information that your organisation wants the evaluation team to consider. Do not include general marketing material or assume that the evaluation team has any knowledge of your organisation's capabilities or personnel.
- d) Do not include pricing in any other part of your response except in the relevant Pricing Schedule.
- e) The successful Supplier will have demonstrated its ability to provide the best value for the Customer. This will not necessarily be the lowest price.
- f) **Submit** the form as required by Item A.A.4 [Lodgement of Responses].
- g) If your organisation is **unsuccessful** with this Response, you may request a debrief to assist with future responses. The ATM Contact Officer set out at Item A.A.5(a) [ATM Contact Officer] can arrange this for you.

Drafting Note:

Before you finalise and submit your Response, please **delete** all Drafting Notes, including this entire section [Instructions for Potential Suppliers].

Do not type any information within the drafting note guidance tables as any drafting notes remaining in your Response may be removed by the Customer prior to evaluation.

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Approach to Market (ATM) – Services

Response to Approach to Market
to establish
Contract for Communication services

ATM Reference ID: 6157

This Response will be prepared and lodged in accordance with the Minimum Content and Format requirements as set out in A.A.1 [Key Information and Dates].	<input type="checkbox"/> Yes <input type="checkbox"/> No: Do not proceed as your Response will not be eligible for further consideration
This Response will demonstrate our ability to meet the Conditions for Participation as set out in A.A.1 [Key Information and Dates].	<input type="checkbox"/> Yes <input type="checkbox"/> No: Do not proceed as your organisation will not have the ability to fulfil the requirements of the procurement.

Potential Supplier's Contact Officer

For all matters relating to this Response, the Potential Supplier's Contact Officer is:

Potential Supplier Name:	
Contact Name:	
Position:	
Telephone:	
Email Address:	
Postal Address:	

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Approach to Market (ATM) – Services

Part 1 – Potential Supplier's Details

Drafting Note:

The following details will appear in the Contract should your Response be successful. The details you provide should be for the legal organisation that would be the Supplier under the Contract.

1.1 Potential Supplier's Details

Organisation's Full Legal Name:	Drafting Note: Insert your organisation's full legal name. If your organisation is successful in this ATM process, this will be the name of the Supplier for the Contract.
Legal Entity Type:	<input type="checkbox"/> Individual/Sole Trader <input type="checkbox"/> Partnership <input type="checkbox"/> Company <input type="checkbox"/> Sole Director Company <input type="checkbox"/> Trust (see note below) <input type="checkbox"/> Educational Institution (see note below) <input type="checkbox"/> Other (please state):
NOTE FOR TRUSTS: If the Potential Supplier is trading as a trust , please provide details of the relevant trust (and trustee) including a copy of the relevant trust deed (including any variations to that deed) as an attachment to this Response.	
NOTE FOR EDUCATIONAL INSTITUTIONS: If your Response is successful, prior to entering a Contract you will be required to provide details of any enabling legislation as well as details of any delegations or other authorisations that are relevant to the execution of a contract.	
Australian Business Number (ABN):	Drafting Note: If the Potential Supplier is an entity registered on the Australian Business Register, then the ABN used by the business must be given.
Australian Company Number (ACN):	Drafting Note: If the Potential Supplier is an Australian company, then the ACN must be given.
Australian Registered Body Number (ARBN):	Drafting Note: If the Potential Supplier's business is an entity registered on the business names register kept under the law of a State or Territory of Australia, then each ARBN used by the business must be given in respect of each State or Territory of registration.

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Approach to Market (ATM) – Services

Registered Address:	Drafting Note: Insert the supplier's main business address as registered with the Australian Business Register.
---------------------	---

1.2 Previous Judicial Decisions

Has your organisation, or where relevant any of its directors, ever had a judicial decision against them (not including decisions under appeal) relating to employee entitlements or engaged in practices that have been found to be dishonest, unethical or unsafe?	<input type="checkbox"/> Yes, see below. <input type="checkbox"/> No
If yes , what was the date of discharge? <i>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).</i>	(DD/MM/YYYY) <i>Note: The Customer cannot enter a contract with a supplier who has an undischarged judicial decision relating to employee entitlements.</i>

1.3 Workplace Gender Equality

Is your organisation classified as a 'relevant employer' under the Workplace Gender Equality Act 2012 (the WGE Act)? See https://www.wgea.gov.au/about	<input type="checkbox"/> Yes, I am a relevant employer <input type="checkbox"/> No, I am not a relevant employer
If yes , you are required to provide a current letter of compliance with the WGE Act prior to entering into a contract. Have you provided a letter of compliance with this Response?	<input type="checkbox"/> Yes <input type="checkbox"/> No, I will provide a current letter of compliance prior to contract
<p>NOTE: If the Potential Supplier is successful in this ATM process and where the Supplier is a relevant employer under the WGE Act, the Supplier must provide evidence that it complies with its obligations under the WGE Act before commencement of any Contract and, if the term is more than 18 months, within 18 months of commencement and annually thereafter for the duration of the Contract.</p> <p>If the Supplier becomes non-compliant with the WGE Act during the course of the Contract, the Supplier must notify the Customer's Contact Manager in writing within 10 Business Days. Compliance with the WGE Act does not relieve the Supplier from its responsibilities to comply with its obligations under the Contract.</p>	

1.4 Indigenous Businesses

Is your organisation: <ul style="list-style-type: none"> • 50% or more Indigenous owned? • a joint venture that is 50% or more indigenous owned which can demonstrate equal indigenous representation and involvement in the management of the joint venture? 	<input type="checkbox"/> Yes – see question below. <input type="checkbox"/> No – proceed to section 1.5.
Is your organisation registered on Supply Nation?	<input type="checkbox"/> Yes <input type="checkbox"/> No – see note below <input type="checkbox"/> Not Applicable
<p>NOTE: Please provide a certificate or letter from a recognised Indigenous organisation such as Land Council, Indigenous Chamber of Commerce or Office of the Registrar of Indigenous Corporations verifying Indigenous ownership.</p>	

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Approach to Market (ATM) – Services

1.5 Potential Supplier's Contract Manager

Drafting Note:

Provide details for the person you propose will be the Contact Manager if your Response is successful and your organisation is awarded a contract.

For matters relating to the proposed Contract, the Potential Supplier's Contract Manager will be:

Name:	
Position Title:	
Telephone:	
Mobile:	
Email Address:	
Postal Address:	

1.6 Potential Supplier's Address for Notices (if different from the Contract Manager)

Drafting Note:

Complete with "AS ABOVE" if same as Contact Manager.

Name:	
Position Title:	
Email Address:	
Postal Address:	

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Approach to Market (ATM) – Services

Part 2 – Executive Summary

2.1 Executive Summary of Potential Supplier’s Proposal

Drafting Note:

You may find it useful to complete this section after you have completed your response.

Provide a brief (less than one page) summary of your Response highlighting its key features. The Executive Summary should not merely replicate information provided elsewhere in your Response. This section brings together all aspects of your proposal and is your opportunity to “sell” its unique features.

2.2 Conditions for Participation

Drafting Note:

Respond to the Conditions for Participation here. **Do not** proceed further if you cannot meet the Conditions for Participation as your Response cannot be considered. The Customer will exclude from consideration any Response that does not meet the Conditions for Participation.

Include a statement about how your organisation meets the Conditions for Participation (if any) detailed at A.A.1 [Key Information and Dates].

If no Conditions for Participation specified, include the words: No Conditions for Participation specified.

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Approach to Market (ATM) – Services

Part 3 – Ability to Meet the Requirement

3.1 Detailed Proposal to Meet the Customer’s Requirement

Drafting Note:

Your response should address each aspect of the Statement of Requirement and explain/demonstrate how your response/solution meets the Requirement.

Provide a detailed description of your proposal to supply the Customer’s Requirement, including any delivery methodology. This is your opportunity to convince the evaluation team that your organisation understands the Requirement and can deliver it to a high standard. Do not provide general marketing material.

Highlight your competitive advantage as well as special or unique features of your proposal. Depending on the Requirement, your response may propose a detailed project plan including project milestones and completion dates, timeframes, quality standards or performance indicators. It may also detail critical issues or key delivery risks of which the Customer should be aware.

If meeting the Customer’s Requirement involves reporting, travel or attendance at meetings, you should clearly identify how you will meet these requirements, including details of personnel involved. Do not include any pricing or pricing information in Part 3. You should ensure that you clearly address any costs in your response to Part 5.

Do not rely on your organisation’s reputation. The evaluation team can only consider information you provide in this submission.

a) Commonwealth Supplier Code of Conduct

Has the Potential Supplier ever been investigated for a potential breach, or has been found to have actually breached, the Commonwealth Supplier Code of Conduct in connection with a Commonwealth contract?	<input type="checkbox"/> Yes, see below. <input type="checkbox"/> No
If yes, provide further details:	

Drafting Note:

Where requested by the Customer at A.A.2(a), provide information demonstrating that you have appropriate policies, frameworks, or similar, in place to comply with the Commonwealth Supplier Code of Conduct. While you may include general information, try and focus your response to any specific aspects of the Code identified and any specific information requested above.

If A.A.2(a) does not specify compliance information, type “Not Applicable” below.

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Approach to Market (ATM) – Services

b) Standards

Drafting Note:

Provide full details and evidence of compliance with all applicable Australian standards, and any Australian and international standards and requirements specified in The Requirement. Potential Suppliers are encouraged to demonstrate how any standard(s) are proposed to be specifically used in the delivery of the goods/services (i.e. provide evidence that demonstrates how your organisation complies with applicable standards in the context of the requested goods/services and attach supporting evidence as necessary).

Where you do not propose to comply with a standard which has been included in The Requirement, propose an alternative standard and justify your reasons. Where no standard has been specified, list any applicable standards with which you propose to comply.

Type "Not Applicable" below if no standards apply.

c) Performance Measures

Drafting Note:

Propose Key Performance Indicators, sustainability targets or other performance measures that will clearly demonstrate your performance and progress against the Contract.

The following performance measures are proposed:

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Approach to Market (ATM) – Services

Part 4 – Potential Supplier’s Demonstrated Capability and Capacity

4.1 Statement of Skills and Experience

Drafting Note:

This section should be used to demonstrate to the evaluation team your organisation’s proven capability and capacity to meet the Customer’s Requirement to a high standard and consistent quality. You should highlight your organisation’s capacity and any unique capabilities that provide it with a competitive advantage.

Provide clear, concise description of your organisation’s relevant skills and experience to deliver the Requirement.

Depending on the Requirement, this could include a detailed description of recent relevant experience in successfully supplying a similar requirement. It could also include your organisation’s expertise in this field, brief information on relevant personnel (highlighting relevant expertise and experience), details of relevant intellectual property or unique products used.

Do not include any pricing or pricing information in this Part. All pricing information should be included in Part 5.

4.2 Specified Personnel

Drafting Note:

Only propose Specified Personnel where your proposal has referenced the skills of specific personnel and you reasonably expect them to perform the roles nominated. Include their role, the percentage of the project they will complete, and if relevant, their current Commonwealth Government security clearance. Add extra lines to the table as required.

You may also attach brief supporting information specific to the requirement including tailored CVs for Specified Personnel.

Where there are a number of staff who could perform a particular role, include details of the position/role and the percentage of project time which this role will perform. In these circumstances it would not be necessary to name the person.

Include details for subcontractor personnel if applicable. You will need to give additional details for subcontractors in the next section.

If no Specified Personnel are proposed, insert “Not Applicable”.

Name	Position/Role	Current Security Clearance Level [#]	Percentage of Total Project Time
Total personnel time			100%

[#] if requested at A.A.2(b)

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4.3 Subcontractors

Drafting Note:

The Customer may be required to publicly disclose information about subcontractors. Provide details for each subcontractor organisation you will use below.

In support of the Indigenous Procurement Policy (<https://www.niaa.gov.au/indigenous-affairs/economic-development/indigenous-procurement-policy-ipp>), also highlight any Indigenous subcontractors you are proposing to use, or any Indigenous staff who will work on the project.

If no subcontractors are proposed insert “Not Applicable”

Full Legal Name:	
Postal Address:	
ABN/ACN/ARBN:	
Is this subcontractor registered on Supply Nation or 50% or more Indigenous owned?	

a) Scope of Works to be Subcontracted

Drafting Note:

If no subcontractors are proposed insert “Not Applicable”.

Provide details of the roles (or specific parts of the contract) each subcontractor will perform.

The Supplier is solely responsible for all obligations under the Contract, including subcontractor performance and management. The Supplier must ensure that any subcontract arrangement that is entered into imposes necessary obligations on the subcontractor.

If you are intending to include subcontractors, read and understand your obligations under the Commonwealth Contract Terms, Subcontracting [Clause C.C.10], Relationship of the Parties [Clause C.C.2], Compliance with the Laws and Policy [Clause C.C.21] specifically relate to subcontractors.

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4.4 Conflicts of Interest

Drafting Note:

Commonwealth officials have an obligation to disclose Conflicts of Interest under section 29 of the [Public Governance, Performance and Accountability Act 2013](#) (Cth). Suppliers to Commonwealth entities need to assist the Commonwealth to meet its obligations by complying with the same standard of conduct.

Conflicts can be real or apparent. The perception of a conflict can be just as damaging to the public's confidence in public administration as an actual conflict based on objective facts.

Provide full details of any Conflicts of Interest (if any) that could arise as a result of entering into the Contract with a Customer and propose a strategy to manage the conflict. For complex issues, you may choose to attach a Conflict of Interest Management Plan detailing your proposed approach.

After this response is submitted, Potential Suppliers must report any Conflicts of Interest that may have arisen or been identified during the evaluation period to the Customer without delay.

If no Conflicts of Interest were identified, type "Nil".

The Potential Supplier has identified the following potential Conflicts of Interest and management strategies:

Details	Management Strategy

4.5 Referees

Drafting Note:

Provide daytime contact details for three (3) referees who can attest to your capacity to meet the Requirement. You may prefer to include details of referees for Specified Personnel. A reference is stronger if your organisation and/or Specified Personnel has recently provided the referee with similar goods/services. It is good practice to ensure that nominated referees are aware they may be contacted.

Note clause A.B.5 [Evaluation]: The Customer reserves the right to contact any referees, or any other person, directly and without notifying the Potential Supplier.

Referee Name	Position	Organisation	Phone Number	Email Address

4.6 Pre-existing Intellectual Property of Potential Supplier

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Approach to Market (ATM) – Services

Drafting Note:

List your pre-existing Intellectual Property (if any) noting that:

The Supplier grants to, or in the case of Third-Party Material, must obtain for, the Customer a non-exclusive, irrevocable, royalty-free, perpetual, world-wide licence (including the right to sub-licence) to exercise the Intellectual Property Rights in all Pre-existing Material and Third- Party Material incorporated into the Material to enable the Customer to receive the full benefit of the Goods and/or Services and the Material and to exercise its rights in relation to the Material.

If no pre-existing Intellectual Property is proposed insert “Not Applicable”.

4.7 Confidentiality of Potential Supplier’s Information

Drafting Note:

Identify any information in your Response, or the proposed Contract, which you consider should be kept confidential, with reason(s).

The Customer will only agree to treat information as confidential in cases that meet the Commonwealth’s guidelines and which the Customer considers appropriate. If the Customer does not agree that the information meets the guidelines to be treated as confidential, the Customer has the right to disclose any information contained in the Contract.

Information to assist you to assess whether the Customer is able to treat particular information as confidential is available at: <https://www.finance.gov.au/publications/resource-management-guides/procurement-publishing-and-reporting-obligations-rmg-423>.

If none, type “Not Applicable”.

Add extra lines to the table as required.

The Potential Supplier has assessed that the commercial information in the table below meets the requirements available at <https://www.finance.gov.au/government/procurement/buying-australian-government/additional-reporting-confidentiality> and is seeking that information be kept confidential.

Information to be kept Confidential	Reasons for Confidentiality Request

4.8 Proven Ability to Meet Regulatory Considerations

Drafting Note:

Suppliers are expected to comply with all laws applicable to the performance of the Contract and any Commonwealth policies relevant to the Requirement.

Provide a brief statement of how you propose to comply with all relevant regulations, including but not limited to any Work Health and Safety requirements.

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Approach to Market (ATM) – Services

4.9 Sustainability Considerations

Drafting Note:

The Australian Government has a commitment to sustainable procurement practices. Sustainable procurement aims to reduce adverse social, environmental and economic impacts of purchased goods and services throughout their life.

Provide a brief statement of how your organisation intends to provide sustainable procurement benefits. You may also wish to include information about how your organisation implements the principles of sustainable procurement within your organisation's supply chain.

Potential Suppliers are encouraged to refer to the [Sustainable Procurement Guide](#) in forming their Response.

4.10 Additional Information

Drafting Note:

Any information included here should be relevant to this proposal and should be as concise as possible.

To facilitate the Customer's reporting responsibilities under the Indigenous Procurement Policy, if you are an Indigenous business, have Indigenous employees, or are proposing Indigenous subcontractors you should highlight that information here and explain how you will report the ongoing participation of Indigenous people in fulfilling the proposed Contract.

To facilitate the Customer's reporting responsibilities, if you are a business that primarily exists to provide the services of persons with a disability highlight that information here and explain how you will report ongoing participation of disabled people in fulfilling the proposed Contract.

The Commonwealth's Fraud Control Framework requires the Customer to manage risk of fraud and corruption as part of contracting and procurement activities. You should include details of controls (if any) you will have in place to prevent fraud and corruption against the Commonwealth.

This section should **NOT** be used to include generic marketing information that is not specific to the Requirement.

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Approach to Market (ATM) – Services

Part 5 – Total Costs to be incurred by the Customer

Drafting Note:

The information you provide in this section will be used to assess the total costs the Customer will incur under your proposal.

5.1 Pricing

Fixed Price (including all expenses)

Drafting Note:

Complete the following table including fixed prices for each item. Fixed prices must include taxes, duties and other government charges which may be imposed or levied in Australia and overseas, and all other costs associated with providing the services, including delivery fees where applicable.

Make sure you include, costs of any reporting and attending necessary meeting as well as any travel, accommodation and associated costs.

Add additional lines to the table as required.

Due Date	Milestone Description	Total Price GST Exclusive	GST Component	Total Price GST Inclusive
Total Fixed Price for Services				

Adjustment to Fixed Pricing for Contract Variation/Extension

Drafting Note:

Explain how the above pricing would be adjusted, if a contract variation (for either an increase or decrease in the Requirement) was requested.

For example, if the contract is for a one-year period, what would the rates be in the second year? If the quantity of goods increased or decreased what would be the effect on price?

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Approach to Market (ATM) – Services

5.2 Proposed Payment Schedule

Drafting Note:

Complete the table below if you propose that progress payments be made.

Do not propose a payment schedule that reflects more than the value of the milestones or deliverables you have delivered at any stage.

This payment schedule is for the Fixed Fees and Charges portion of the arrangement only. Variable costs will only be reimbursed after they have been incurred and invoiced.

Note: The Customer may propose alternative payment arrangements.

If you are not proposing any progress payments type "Not Applicable".

Due Date	Milestone Description	Total Price (GST Exclusive)	GST Component	Total Price (GST Inclusive)
Total Milestone Payments				

5.3 Additional Facilities and Assistance

Drafting Note:

Should you require the Customer to provide facilities and assistance, in addition to that stated at Clause A.A.2(f) [Facilities and Assistance Offered by the Customer], provide details here. If no additional facilities or assistance required insert "Not Applicable".

If the pricing provided above is based on the provision of Additional Facilities and Assistance this should be stated below.

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Approach to Market (ATM) – Services

5.4 Non-Compliance

Drafting Note:

If your response is successful, you will be offered a Contract which incorporates the *Commonwealth Contract Terms* available at <https://www.finance.gov.au/government/procurement/commonwealth-contracting-suite-ccs>. The Terms have been designed to enable Commonwealth officials to comply with their legislated responsibilities and are therefore **NOT** negotiable.

If you have reasons why any of the Additional Contract Terms should be changed, complete the following table, as these additional terms may be negotiable.

Any costs the Customer would incur in obtaining legal advice (including in-house legal advice) or negotiating the Customer's Additional Contract Terms will be included in the Customer's total costs assessment.

Clause	Reason for Non-Compliance	Proposed New Wording

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s22(1)(a)(ii)

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

Sent: Thursday, 30 October 2025 7:22 PM

To: s47F

Cc: campaigns

Subject: RE: Request for communication services for the Social Media Minimum Age Campaign [SEC=OFFICIAL]

Attachments: Social Media Minimum Age Campaign - CC - Approach to Market - 36 Months - 30Oct25.docx

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OFFICIAL

My sincere apologies s47F - I have just realised the document I attached and sent to you this morning had the incorrect file title.

Please find a correctly named approach to market document attached.

I wanted to assure you the scope of services and details within the document sent this morning remains the same, it is just the file title of the attached document that has been amended.

Again, if you have any questions at all, please do not hesitate in reaching out.

Regards

s22(1)(a)(ii)

Director – Campaigns • Communication Branch •
 s22(1)(a)(ii) [communications.gov.au](mailto:s22(1)(a)(ii)@communications.gov.au) / s22(1)(a)(ii)@communications.gov.au
 P: s22(1)(a)(ii) M s22(1)(a)(ii)

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s22(1)(a)(ii) - duplicate email found within document 8

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s22(1)(a)(ii)

From: s47F <s47F@36months.com>
Sent: Tuesday, 4 November 2025 3:01 PM
To: s22(1)(a)(ii)
Cc: campaigns
Subject: Re: Request for communication services for the Social Media Minimum Age Campaign [SEC=OFFICIAL]
Attachments: Social Media Minimum Age Campaign - CC - Approach to Market - 36 Months - 4Nov25.pdf

OFFICIAL

Hi s22(1)(a),

Please find attached our Approach to Market response.

Given the reporting obligations and other details in this brief we were not privy to before, we've adjusted resource requirements and costs to make sure we can deliver on milestones. Any issues, please let me know and we can revisit.

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Be well,



s47F
s47F

In 2024, we led a national campaign to raise the minimum age of social media from 13 to 16—the first law of its kind anywhere in the world. Now we're rebuilding the ecosystem around adolescence—in politics, schools and homes.

s47F
s47F

s47F

w. 36months.com
ig. @36monthsofficial

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On 31 Oct 2025, at 10:26 am, s22(1)(a)(ii) <s22(1)(a)(ii)> COMMUNICATIONS.gov.au wrote:

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OFFICIAL

Good morning s47F

I'm just reaching out to confirm you have received the below emails and document to help inform a proposal and response by 36 Months by next Tuesday 4 November.

Regards

s22(1)(a)(ii)

Director – Campaigns • Communication Branch •

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

P: s22(1)(a)(ii) M s22(1)(a)(ii)

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s22(1)(a)(ii) - duplicate email found within document 9

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Document 10 - Attachment A removed in their entirety as exempt under section 47(1)(a)

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s22(1)(a)(ii)

From: s47F <s47F@36months.com>
Sent: Tuesday, 18 November 2025 11:44 AM
To: s22(1)(a)(ii)
Cc: campaigns; CHARLES, Susan
Subject: Re: Request for communication services for the Social Media Minimum Age Campaign [SEC=OFFICIAL]

OFFICIAL

Hi s22(1)(a),

It's been a couple of weeks since we submitted our response to the approach to market and haven't heard anything back.

If the proposal wasn't quite right in scope or budget, please let us know and we can adjust accordingly based on your feedback. As mentioned, we have resources in place, ready to get started. If you could provide further context that would be helpful.

Thank you.

Be well,



s47F
s47F

In 2024, we led a national campaign to raise the minimum age of social media from 13 to 16—the first law of its kind anywhere in the world. Now we're rebuilding the ecosystem around adolescence—in politics, schools and homes.

s47F
s47F

s47F

w. 36months.com
ig. @36monthsofficial

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On 11 Nov 2025, at 10:06 am, s47F <s47F@36months.com> wrote:

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Morning ^{s22(1)}_(a),

Just following up on this.

We're keen to get going, giving we are only one month away. As discussed, any obstacles with the proposal please let us know and we can adjust scope.

We're looking forward to collaborating with you.

Be well,



^{s47F}
^{s47F}

In 2024, we led a national campaign to raise the minimum age of social media from 13 to 16—the first law of its kind anywhere in the world. Now we're rebuilding the ecosystem around adolescence—in politics, schools and homes.

^{s47F}
^{s47F}

^{s47F}

w. 36months.com
ig. @36monthsofficial

On 4 Nov 2025, at 3:03 pm, ^{s22(1)(a)(ii)}
<^{s22(1)(a)(ii)} COMMUNICATIONS.gov.au> wrote:

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OFFICIAL

Thanks ^{s47F}

Confirming we have received your proposal and will come back in the coming days.

Regards

^{s22(1)(a)(ii)}

Director – Campaigns • Communication Branch •
Enabling Services Division

^{s22(1)(a)(ii)} communications.gov.au / ^{s22(1)(a)} @communications.gov.au

P: ^{s22(1)(a)(ii)} M ^{s22(1)(a)(ii)}
GPO Box 594 Canberra, ACT 2601

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

Department of Infrastructure, Transport, Regional Development, Communications, Sport and the Arts
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infrastructure.gov.au

<image001.png>

*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.*

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s22(1)(a)(ii) - duplicate email found within document 10

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s22(1)(a)(ii) - duplicate email found within document 9

s22(1)(a)(ii) - duplicate email found within document 8

s22(1)(a)(ii)

From: s22(1)(a)(ii)
Sent: Friday, 21 November 2025 9:16 AM
To: s47F
Cc: s22(1)(a)(ii) campaigns; s22(1)(a)(ii)
Subject: Re: 36 Months - outcome of ATM for Social Media Minimum Age Campaign communication services [SEC=OFFICIAL]

OFFICIAL

Thanks s47F - I'll send through a calendar invite and meeting link details now.

s22(1)(a)(ii)

Director – Campaigns • Communication Branch
Department of Infrastructure, Transport, Regional Development, Communications, Sport and the Arts
s22(1)(a)(ii) communications.gov.au / s22(1)(a) [@communications.gov.au](mailto:s22(1)(a)@communications.gov.au)
P: s22(1)(a)(ii) M s22(1)(a)(ii)

From: s47F <s47F@36months.com>
Sent: Friday, November 21, 2025 9:14 AM
To: s22(1)(a)(ii) s22(1)(a)(ii) COMMUNICATIONS.gov.au>
Cc: s22(1)(a)(ii) <s22(1)(a)(ii)@infrastructure.gov.au>; campaigns <s22(1)(a)(ii)@communications.gov.au>; s22(1)(a)(ii) <s22(1)(a)(ii)infrastructure.gov.au>
Subject: Re: 36 Months - outcome of ATM for Social Media Minimum Age Campaign communication services [SEC=OFFICIAL]

OFFICIAL

Hi s22(1)(a),

I can make today work at 2pm.

Thanks.

Be well,



s47F
s47F

In 2024, we led a national campaign to raise the minimum age of social media from 13 to 16—the first law of its kind anywhere in the world. Now we're rebuilding the ecosystem around adolescence—in politics, schools and homes.

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s47F
s47F

s47F

w. 36months.com
ig. [@36monthsofficial](https://www.instagram.com/36monthsofficial)

OFFICIAL

On 21 Nov 2025, at 9:07 am, [s22\(1\)\(a\)\(ii\)](mailto:s22(1)(a)(ii)@communications.gov.au) <[s22\(1\)\(a\)\(ii\)](mailto:s22(1)(a)(ii)@communications.gov.au)> [COMMUNICATIONS.gov.au](mailto:s22(1)(a)(ii)@communications.gov.au) wrote:

OFFICIAL

RE: Approach to Market (ATM) for the Provision of Communication Services

Good morning s47F

On 30 October 2025, the Department of Infrastructure, Transport, Regional Development, Communications, Sport and the Arts (the Department) approached 36 Months for the provision of communication services to support the introduction of the Social Media Minimum Age (SMMA).

The submission for this ATM closed on 4 November 2025.

Unfortunately, on this occasion, your submission was unsuccessful.

The Department would like to thank 36 Months for their continued interest in this work and their patience and involvement in the ATM process and apologise for the delay in confirming this outcome.

As per the Commonwealth Procurement Rules (rule 7.17), the Department invites 36 Months to a debriefing session at **2-2.30pm today** or **4-4.30pm Monday 24 November** to provide feedback. While you/36 Months are under no obligation to take the Department up on this offer, it is encouraged, ahead of a new ATM with revised scope of deliverables and budget to support the Social Media Minimum Age Campaign being distributed. An alternative time can be explored if 36 Months is unavailable at either of these times.

Should you have any further questions about the process, please do not hesitate in reaching out.

Sincerely

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

Director – Campaigns • Communication Branch •
Enabling Services Division

[s22\(1\)\(a\)\(ii\)](mailto:s22(1)(a)(ii)@communications.gov.au) [communications.gov.au](mailto:s22(1)(a)(ii)@communications.gov.au) / [s22\(1\)\(a\)\(ii\)](mailto:s22(1)(a)(ii)@communications.gov.au) [@36monthsofficial](https://www.instagram.com/36monthsofficial)

P: [s22\(1\)\(a\)\(ii\)](mailto:s22(1)(a)(ii)@communications.gov.au) M: [s22\(1\)\(a\)\(ii\)](mailto:s22(1)(a)(ii)@communications.gov.au)
GPO Box 594 Canberra, ACT 2601

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<Outlook-
cid_image0.png>

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s22(1)(a)(ii)

From: s22(1)(a)(ii)
Sent: Friday, 28 November 2025 10:31 AM
To: s47F
Cc: campaigns
Subject: Request for communication services to support the Social Media Minimum Age campaign We would like to invite 36 Months to submit a proposal and quote for the delivery of communication services to promote the introduction of the new Social Media Minimum A...
Attachments: RFQ - 10031994 - social media minimum age.docx

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Good morning s47F

36 Months is invited to submit a proposal and quote for the delivery of communication services to promote the introduction of the new Social Media Minimum Age (SMMA) and to support the advertising Campaign (For the good of...) (the campaign), which is currently in market and concludes 11 April 2026.

I have attached an RFQ for your **response by 3pm AEDT Thursday 4 December** to s22(1)(a)(ii) [@communication.gov.au](mailto:s22(1)(a)(ii)@communication.gov.au).

The budget for this Approach to Market is up to \$20,000 (excl GST), with a focus on media activities.

You are invited to attend one of the below briefings about this Approach to Market to assist with your proposal response and follow-up calendar invites will be shared separately:

Option 1: 3pm on Friday 28 November 2025

Option 2: 2pm on Tuesday 2 December 2025

Questions in relation to the required services may submitted by 5pm, Wednesday 3 December 2025 to help inform your response.

Background

The aim of the campaign is to inform parents, carers and young people under 16 about the SMMA, which starts from 10 December 2025, and the benefits of delaying social media account access for under 16s, so parents, carers and young people under 16 can prepare for and navigate the changes after they start.

If you have any questions, please do not hesitate in reaching out.

Regards

s22(1)(a)(ii)

Director – Campaigns • Communication Branch •

Enabling Services Division

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

P: s22(1)(a)(ii) M s22(1)(a)(ii)

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Approach to Market (ATM) – Services



Australian Government

Approach to Market

To establish Contract for Communication services

Reference ID: 10031994

UNSPSC: 80170000 Public Relations and professional communications services

This Approach to Market (ATM) is for the provision of communication services to support the introduction of the Social Media Minimum Age (SMMA).

The Commonwealth of Australia as represented by Department of Infrastructure, Transport, Regional Development, Communications, Sport and the Arts (the Customer) is seeking submissions for the provision of the services (the Requirement) as described in this ATM comprising:

- this CCS ATM, including the Statement of Requirement
- the CCS ATM Response Form
- the CCS ATM Annexes (if any)
- the Commonwealth ATM Terms
- the Additional Contract Terms
- the Commonwealth Contract Terms
- the Commonwealth Contracting Suite Glossary and Interpretation.

In submitting a response, Potential Suppliers are required to comply with all requirements set out in the Commonwealth Approach to Market Terms (a copy of which is included in this document), and if successful, agree to enter into a contract which incorporates the Commonwealth Contract Terms available at <https://www.finance.gov.au/government/procurement/commonwealth-contracting-suite-ccs#ccs-terms> and the Additional Contract Terms.

The [Selling to Government website](#) provides information to help businesses understand how to sell to the Australian Government. If you have any general questions about how the Australian Government procures goods and services, please contact the Selling to Government team at sellingtogov@finance.gov.au.

For questions relating specifically to this ATM, please contact the ATM Contact Officer set out at A.A.5(a).

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Approach to Market (ATM) – Services

Statement of Requirement

A.A.1 Key Information and Dates

Approach to Market

Event	Details
ATM Closing Date	Thursday 4 December 2025
ATM Closing Time	3.00pm AEDT
Industry Briefing	There are two times for virtual briefing session for this Approach to Market: Option 1: 3pm on Friday 28 November 2025 Option 2: 2pm on Tuesday 2 December 2025
Site Inspection	N/A - There are no site inspections for this ATM.
Question Closing Date and Time	Questions will be permitted up until 5.00pm on Wednesday 3 December 2025, ACT local time.
Minimum Content and Format Requirements	For a Potential Supplier's Response to be eligible for consideration the Potential Supplier's Response must comply with the matters addressed in A.A.4 and A.B.4.2 of the Commonwealth ATM Terms, and be no longer than 20 pages in length.
Conditions for Participation	No conditions for participation are specified.

Proposed Contract

Event	Details
Proposed Start Date:	Monday 8 December 2025
Proposed End Date:	The Contract will terminate at 11.59 pm on Thursday, 30 April 2026.
Contract Extension Option	One or more extension option periods of up to one year in the aggregate.

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Approach to Market (ATM) – Services

A.A.2 The Requirement

The Customer requires communication services, with a focus on media engagement, to promote the introduction of the new Social Media Minimum Age (SMMA) and to support the advertising Campaign (*For the good of...*) (the Campaign).

The Campaign is running from 19 October 2025 and is targeted at young people in secondary school aged 12 to 15 and their parents/carers. The Campaign aims to inform parents, carers and young people under 16 about the SMMA, which starts from 10 December 2025, and the benefits for delaying social media account access for under 16s, so parents, carers and young people under 16 can prepare for and navigate the changes.

The target audience is parents and carers aged 35 to 60 years with responsibility for under 16s, and young people under 16, with a focus on 12 to 15 year olds in secondary schools.

The Campaign objectives are:

1. RAISE AWARENESS of the new SMMA changes, including when the changes commence.
2. BUILD support for the introduction of the SMMA and benefits of delaying access to social media accounts for those under 16 years.
3. DIRECT audiences to eSafety.gov.au for further information and resources.

The Supplier's proposal should detail how it will deliver the following requirements.

To support the Campaign and the Customer's broader communication efforts the Customer requires the Supplier:

1. Raise awareness of the SMMA and help parents and young people adapt to the change. This should support the campaign messaging and include:
 - distribution of a national radio release package consisting of approved audio grabs from 36 Months
 - participating in media interviews through to 30 January 26 generated either by 36 Months or the department
 - development of a video piece that could be shared at events and through organic social media
 - sharing campaign content and messaging through 36 Months social media platforms, channels and networks
 - encouraging people to visit the eSafety website for information
 - support school and activation events where relevant.
2. Confirm how it will engage with the Customer on media opportunities to ensure alignment of messaging and approaches, provide regular advice and updates to the Customer, and report on outcomes, including any issues or opportunities.
3. Submit to the Customer itemised costs for the proposed communication activities, fees and expenses, and outline a proposed milestone payment schedule.

Response requirement:

The Supplier should include the following in the ATM response:

- Demonstrated understanding of the activities required
- Details of how 36Months would approach each of the activities as outlined above
- Experience of 36Months in delivering similar programs of work
- Details of people who would be working on the initiative

Reference Number: 1003199

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Approach to Market (ATM) – Services

A.A.2(a) Commonwealth Supplier Code of Conduct

The Commonwealth expects its suppliers to conduct themselves with high standards of ethics such that they consistently act with integrity and accountability.

If awarded a Contract, the Supplier must agree to comply with the Commonwealth Code of Conduct (Code) in accordance with the Commonwealth Contract Terms [Clause C.C.23].

Clause C.C.23 requires the Supplier to comply with the Code when performing its obligations under the Contract, and to ensure its personnel and Subcontractors comply with the Code. The clause also requires the Supplier to proactively monitor and assess compliance with the Code, and to notify the Customer immediately of any breach of the Code.

In accordance with the Commonwealth ATM Terms [Clause A.B.10], where requested by the Customer, Potential Suppliers should provide information demonstrating that they have appropriate policies, frameworks, or similar, in place to comply with the Code.

Further information on the Code can be found at:

<https://www.finance.gov.au/government/procurement/commonwealth-supplier-code-conduct>

A.A.2(b) Standards

Potential Suppliers must ensure that any goods and services proposed are capable of complying with all applicable Australian standards and any Australian and international standards specified in this Statement of Requirement. Potential Suppliers should note that they may be required to enable the Customer, or an independent assessor, to conduct periodic audits to confirm compliance with those standards.

Web Content Accessibility

The Supplier must ensure that any website, associated material and/or online publications (where applicable) complies with the *Disability Discrimination Act 1992* (Cth) and the *Web Content Accessibility Guidelines* available at: <https://www.w3.org/WAI/intro/wcag>.

Australian Government Style Guide

The Supplier should, where relevant for the proposed activity, ensure that relevant materials comply with the Australian Government Style Manual available at: <https://www.stylemanual.gov.au/>

Key Performance Indicators

The Supplier is required to nominate KPIs, sustainability targets or other performance measures which demonstrate progress towards achievement of the Requirement. The Customer will then work with the Supplier to refine and agree the relevant measures, including KPIs, which will be included in any resulting contract.

A.A.2(c) Security Requirements

Hosting of Customer Data and Material

The Supplier must ensure that:

- a) all Customer data and Material in respect of which the Supplier has care, custody or control for purposes connected with this ATM is only hosted and stored in Australia;
- b) that the Requirement is performed within Australia; and
- c) no Customer data or Material is taken or allowed to be taken outside Australia, or accessed from or allowed to be accessed from outside Australia, by the Supplier, Supplier personnel or any third party, including through the remote access or control of any server or other hardware or software without the Customer's prior written approval.

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Approach to Market (ATM) – Services

Security Incidents and Reporting

If the Supplier becomes aware of a possible or actual Security Incident, the Supplier must immediately notify the Lead Customer and relevant Customer or Potential Customer of the Security Incident and promptly take all reasonable steps to remedy the Security Incident at the Supplier's expense (subject to any directions of the Lead Customer or relevant Customer or Potential Customer).

Data Mining

For the purposes of this ATM, 'Data Mining' means analysing or searching for patterns in data to extract information and transform it into an understandable form or structure, whether through automated or human means, and includes data dredging, data fishing, data snooping, and similar methods.

The Supplier must not (and must ensure that its personnel and any third party do not) at any time conduct Data Mining activities in respect of any information provided in respect of this ATM for any reason including marketing, research, benchmarking, analysis or enhancement except to the extent expressly authorised in writing by the Customer.

A.A.2(d) Work Health and Safety

Prior to commencement of the Contract, the Customer's Contract Manager and the Supplier's Contract Manager will identify any potential work health and safety (WHS) issues anticipated to arise during the term of the contract and assign management of each issue identified to the party best able to manage it. For all issues assigned to the Supplier, the Supplier will provide the Customer with a WHS plan for approval and no work will commence until the plan is approved unless agreed in writing by the Customer.

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

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Approach to Market (ATM) – Services

A.A.2(e) Delivery and Acceptance

The Customer must accept or reject any deliverables under the Contract in accordance with the Commonwealth Contract Terms [Clause C.C.11].

Milestone Description	Delivery Location	Due Date
Delivery of plan, including detailed timings and KPIs.	Electronic copy via email to campaigns@communications.gov.au	One week following Contract execution
Delivery of agreed activities and approved materials to support the plan.	TBC	To be agreed as part of the plan.
Regular progress updates, evaluating success of communication activities and against the broader communication strategy.	Verbally during weekly and ad hoc meetings with nominated account managers and via email to campaigns@communications.gov.au	No later than one week following delivery of each event/tactic as set out in the plan.
Delivery of a final evaluation report, analysing the success of the communication strategy and each of the communication activities with reference to the KPIs and other measures.	Electronic copy via email to campaigns@communications.gov.au	30 April 2026

A.A.2(f) Meetings

The Supplier will be required to attend meetings as follows:

Meeting Type	Position Required	Frequency	Mode
Weekly work-in-progress meetings	Account managers	Fortnightly	Video Conference
Ad hoc meetings	Account managers	as required	Video Conference

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

The Customer will not make any facilities or assistance available to the Supplier.

A.A.2(h) Customer Material

The Customer will provide relevant information regarding the Campaign, which may include:

- briefings
- research findings
- key messaging framework
- other materials to assist with the media engagement communication activities.

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Approach to Market (ATM) – Services

A.A.3 ATM Distribution

Email Distribution

Updates to this ATM will be distributed via email.

A.A.4 Lodgement of Responses

Email

Responses must be lodged via email to campaigns@communications.gov.au quoting reference number 10031994 by the Closing Time specified in A.A.1 [Key Information and Dates].

Response File Format, Naming Convention and Size

The Customer will accept Responses lodged in the following formats:

- PDF (.pdf)

The Response file name/s should:

- a) incorporate the Potential Supplier's full legal organisation name; and
- b) reflect the various parts of the bid they represent (where the Response comprises multiple files).

Response files must not exceed a combined file size of 10 megabytes per email.

Responses must be completely self-contained. No embedded files can be included. No hyperlinked or other material may be incorporated by reference.

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Approach to Market (ATM) – Services

A.A.5 Customer's Contact Officers

A.A.5(a) ATM Contact Officer

For all matters relating to this ATM, the Contact Officer is:

Name/Position: Jodi Gatfield, Campaigns Manager

Email Address: campaigns@communications.gov.au

Note: Question Closing Date and Time is set out at item A.A.1 [Key Information and Dates].

A.A.5(b) Complaints Handling

Complaints relating to this ATM should be directed to:

Position:	Director, Governance Section
Email Address:	clientservices@infrastructure.gov.au

Information relating to the handling of complaints is available on the Customer's website at: .

If your issue is not resolved refer <https://www.finance.gov.au/business/procurement/complaints-handling-charter-complaints> for more information relating to complaints.

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Approach to Market (ATM) – Services

Additional Contract Terms

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

A.C.1 Intellectual Property

Subject to final agreement between the parties as part of contract negotiation, the Customer proposes to own the Intellectual Property Rights in the Material created under the Contract.

To the extent the Supplier or a third party holds any Intellectual Property Rights in any existing Material, the Supplier hereby agrees to licence the Customer to enable the Customer to exercise full rights and interests in the Intellectual Property Rights in any Material provided under the Contract. The Supplier agrees to create, execute or sign any documents and perform all acts which may be necessary to allow the use of those rights by the Customer for any purpose.

The Customer grants to the Supplier a non-exclusive, non-transferable, irrevocable, royalty-free licence for the Contract Term to exercise the Intellectual Property Rights in the Material for the sole purpose of fulfilling its obligations under the Contract. The licence in this clause is subject to any conditions or limitations of third parties that the Customer notifies to the Supplier.

Intellectual Property Rights in Goods provided under the Contract or pre-existing Intellectual Property of the Supplier, set out below (if any), will not change as a result of the Contract.

A.C.2 Payment Terms

1. Where the Customer and the Supplier both have the capability to deliver and receive eInvoices through the Peppol framework and have agreed to use eInvoicing, following receipt of a Correctly Rendered Invoice, including acceptance of the Services by the Customer, the Customer will pay the amount of a Correctly Rendered Invoice to the Supplier within five (5) calendar days after receiving it, or if this day is not a Business Day, on the next Business Day.
2. In all other circumstances following receipt of a Correctly Rendered Invoice, including acceptance of the Services by the Customer, the Customer will pay the amount of a Correctly Rendered Invoice to the Supplier within twenty (20) calendar days after receiving it, or if this day is not a Business Day, on the next Business Day.
3. Where the Customer fails to make a payment to the Supplier by the Business Day it is due, the Customer will pay the unpaid amount plus interest on the unpaid amount, provided the amount of interest payable under this clause exceeds A\$100.
4. Interest payable under this clause will be simple interest calculated in respect of each calendar day from the day after the amount was due and payable, up to and including the day that the Customer effects payment, calculated using the General Interest Charge Rate as published on the Australian Taxation Office website [https://www.ato.gov.au/Rates/General-interest-charge-\(GIC\)-rates/](https://www.ato.gov.au/Rates/General-interest-charge-(GIC)-rates/).

A.C.3 Child Safety

Application

5. 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 Commonwealth, State or Territory law to have a Working With Children Check to undertake the Services or any part of the Services.

Definitions

1. In this clause:

Child means an individual(s) under the age of 18 years and Children has a similar meaning;

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Approach to Market (ATM) – Services

Child-Related Personnel means officers, employees, contractors, agents and volunteers of the Supplier involved with the Services who as part of that involvement may interact with Children;

Legislation means a provision of a statute or subordinate legislation of the Commonwealth, or of a State, Territory or local authority;

National Principles for Child Safe Organisations means the *National Principles for Child Safe Organisations*, endorsed by the Council of Australian Governments as published by the Commonwealth Government (available at: <https://childdsafe.humanrights.gov.au/national-principles>);

Relevant Legislation means Legislation in force in any jurisdiction where any part of the Services may be carried out;

Working With Children Check or **WWCC** means the process in place pursuant to Relevant Legislation to screen an individual for fitness to work with Children.

Relevant checks and authority

2. The Supplier must:
 - (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
 - (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.

National Principles for Child Safe Organisations and other action for the safety of Children

3. The Supplier agrees in relation to the Services to:
 - (a) implement the National Principles for Child Safe Organisations;
 - (b) ensure that all Child-Related Personnel implement the National Principles for Child Safe Organisations;
 - (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;
 - (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;
 - (e) provide training and establish a compliance regime to ensure that all Child-Related Personnel are aware of, and comply with:
 - (i) the National Principles for Child Safe Organisations;
 - (ii) the Supplier's risk management strategy required by this clause;
 - (iii) Relevant Legislation relating to requirements for working with Children, including WWCCs; and
 - (iv) Relevant Legislation relating to mandatory reporting of suspected child abuse or neglect, however described; and
 - (f) provide the Customer with an annual statement of compliance with this clause in such form as may be specified by the Customer.
4. With reasonable notice to the Supplier, the Customer may conduct a review of the Supplier's compliance with this clause.
5. The Supplier agrees to:
 - (a) notify the Customer of any failure to comply with this clause;
 - (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

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Approach to Market (ATM) – Services

- (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.
6. 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.

A.C.4 Working with Vulnerable Persons

1. In this clause:

Criminal or Court Record means any record of any Other Offence;

Other Offence means, in relation to a person, a conviction, finding of guilt, on-the-spot fine for, or court order relating to:

- (a) an apprehended violence or protection order made against the person;
- (b) the consumption, dealing in, possession or handling of alcohol, a prohibited drug, narcotic or other prohibited substance;
- (c) violence against another person or the injury, but excluding the death, of another person; or
- (d) an attempt to commit a crime or offence, or to engage in any conduct or activity, described in paragraphs (a) to (c);

Police Check 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;

Serious Offence means:

- (a) a crime or offence involving the death of a person;
- (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;
- (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
- (d) an attempt to commit a crime or offence described in (a) to (c);

Serious Record means a conviction or any finding of guilt regarding a Serious Offence; and

Vulnerable Person 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 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.

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Approach to Market (ATM) – Services

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

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.

A.C.5 Hosting of Customer Data and Material

1. The Supplier must ensure that:
 - (a) all Customer data and Material in respect of which the Supplier has care, custody or control for purposes connected with the Services is only hosted and stored in Australia;
 - (b) that the Services are performed within Australia; and
 - (c) no Customer data or Material is taken or allowed to be taken outside Australia, or accessed from or allowed to be accessed from outside Australia, by the Supplier, Supplier personnel or any third party, including through the remote access or control of any server or other hardware or software without the Customer's prior written approval.

A.C.6 Security requirements

1. For the purposes of this clause, a **Security Incident** includes:
 - (a) any breach of any security obligation under the Contract, or at law;
 - (b) any accidental or unlawful destruction, loss, alteration, or unauthorised access to, use of, or disclosure of information (including data or Material of the Customer and personal information) or systems; and

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Approach to Market (ATM) – Services

- (c) any actions taken through the use of computer networks or any unauthorised access or use that may result in an actual or potentially adverse effect on any or all of the following:
 - (i) the Customer's, the Supplier's, or its subcontractor's information systems or the ability to use the Customer's, the Supplier's, or its subcontractor's information systems as intended;
 - (ii) any Material residing on those systems or accessible by the Supplier or its subcontractor's systems;
 - (iii) the Services; and
 - (iv) any request from foreign governments or entities for access to any Customer data or Material.

2. The Supplier must:

- (a) ensure that all Customer data and Material in respect of which the Supplier has care, custody or control for purposes connected with the Contract (including any Customer data or Material in the Supplier's systems):
 - (i) is protected at all times from unauthorised access by, use by, or disclosure to, a third party, and from loss, misuse, corruption, damage or destruction by any person; and
 - (ii) has appropriate protective measures as required by the Contract including administrative, physical, and technical safeguards that are no less rigorous than accepted industry standards and commensurate with the consequences and probability of unauthorised access to, or use, disclosure, misuse or loss of, the Customer, or Potential Customer data or Material;
 - (iii) without limiting other obligations under the Contract, has appropriate protective measures that support any requirements in the Australian Government Protective Security Policy Framework and the Australian Government Information Security Manual as updated from time to time and as applicable to the Services;
- (b) at the Customer's request, provide details of the Supplier's security measures in place to reduce the risk of a Security Incident;
- (c) ensure that direct or indirect access to:
 - (i) any Customer data or Material; or
 - (ii) the Customer's systems, hardware or software, by the Supplier or Supplier personnel is restricted to those Supplier personnel who have been approved by the Customer, who hold the required clearances and checks as set out in the Contract and who have a need for such access, and that access is limited to the minimum access necessary to enable the Supplier to comply with its obligations in the Contract;
- (d) ensure that no Customer data or Material is changed by the Supplier or Supplier personnel except where required to perform the Services in accordance with the Contract or with the express prior written consent of the Customer;
- (e) when using or accessing the Customer's sites, comply with (and ensure its personnel are aware of and comply with) all reasonable directions of the Customer and any security and safety requirements notified to the Supplier by the Customer or Potential Customer from time to time; and
- (f) in the event of any Security Incident, comply with all directions of the Customer to resolve the Security Incident.

A.C.7 Data Mining

1. for the purposes of this clause, **Data Mining** means analysing or searching for patterns in data to extract information and transform it into an understandable form or structure, whether through

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automated or human means, and includes data dredging, data fishing, data snooping, and similar methods.

2. The Supplier must not (and must ensure that its personnel and any third party do not) at any time conduct Data Mining activities in respect of the Services, for any reason including marketing, research, benchmarking, analysis or enhancement except to the extent expressly authorised in writing by the Customer.

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Commonwealth Approach to Market (ATM) Terms

- A.B.1 Background**
- 1.1 Some terms in this document have been given a special meaning. The meanings are set out either in the Commonwealth Contracting Suite Glossary and Interpretation, the CCS ATM or the draft Commonwealth Contract.
- 1.2 Any queries or complaints regarding this ATM must be directed to the Customer's relevant contact officer listed in the Statement of Requirement.
- 1.3 The Customer may:
- amend or clarify any aspect of this ATM, prior to the Closing Time, or
 - suspend the ATM process or issue a Public Interest Certificate prior to Contract execution, by issuing an addendum to the ATM in the same manner as the original ATM was distributed or, where this is not possible, issuing a notice to all Potential Suppliers.
- 1.4 No contract will exist until the Contract is executed by the Customer. The Customer, acting in good faith, may discontinue this ATM; decline to accept any Response to this ATM or issue any contract; or satisfy its requirements separately from this ATM process.
- 1.5 Participation in this process is at the Potential Supplier's risk and cost.
- A.B.2 Precedence of Documents**
- 2.1 If there is inconsistency between any of the parts of this ATM, the following order of precedence will apply:
- CCS ATM – Statement of Requirement
 - CCS ATM Response Form
 - CCS ATM Annexes (if any)
 - Commonwealth ATM Terms
 - Additional Contract Terms (if any)
 - Commonwealth Contract Terms
 - draft Commonwealth Contract (if any), and
 - CCS Glossary and Interpretation,
- so that the provision in the higher ranked document will prevail to the extent of the inconsistency.
- A.B.3 Referenced Material**
- 3.1 The Customer will make available the Customer's Material (if any) referenced in this ATM. Potential Suppliers are responsible for obtaining all other Referenced Material (if any).
- 3.2 Potential Suppliers are responsible for considering Referenced Material in framing their Response.
- A.B.4 Lodging a Response**
- 4.1 By lodging a Response, Potential Suppliers agree:
- that their Response is subject to these Commonwealth ATM Terms
 - that the Response will remain open for acceptance for ninety (90) calendar days from the ATM Closing Time, and
 - if successful, to sign a Contract which incorporates the Commonwealth Contract Terms.
- 4.2 When lodging a Response, Potential Suppliers must:
- lodge their Response as specified in the Statement of Requirement using the CCS ATM Response Form provided (if any) without changing the structure or formatting of the response form
 - comply with any conditions for participation and ensure their Response complies with any minimum content and format requirements set out in the Statement of Requirement
 - ensure the Response is in English, and
 - ensure that prices quoted:
 - are in Australian currency
 - show the GST exclusive price, the GST component (if any) and the GST inclusive price
 - are inclusive of GST and all other taxes, duties (including any customs duties) and any government charges imposed or levied in Australia or overseas, and
 - unless identified in the Potential Supplier's Response, include any and all other charges and costs and be the maximum payable by the Customer under the Contract.
- 4.3 The Customer may decline to consider a Response that is unable to be read or contains alterations, erasures, illegibility, ambiguity or incomplete details.
- 4.4 Potential Suppliers may submit Responses for alternative methods of addressing the Customer's Requirement described in this ATM, where the option to do so was stated in the ATM or agreed in writing with the Customer prior to the Closing Time. Potential Suppliers are responsible for providing a sufficient level of detail about the alternative solution to enable its evaluation.
- 4.5 Potential Suppliers and their officers, employees, agents, advisors and proposed subcontractors must not engage in any collusive, anti-competitive or any other similar conduct with any other Potential Supplier or person, or offer any unlawful inducements in relation to their Response or this ATM process.
- 4.6 The Customer will only extend the Closing Time in exceptional circumstances and, if extended, the extension will apply equally to all Potential Suppliers. The Customer will not consider any Responses received after the Closing Time

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Approach to Market (ATM) – Services

Commonwealth Approach to Market (ATM) Terms

- specified in this ATM unless the Response is late as a consequence of the Customer's mishandling.
- 4.7 Prior to execution of a contract, the Customer may seek clarification or additional information from, and enter into discussions and negotiations with, any or all Potential Suppliers in relation to their Response. In doing so, the Customer will treat all Potential Suppliers equitably and not allow any Potential Supplier to substantially alter their Response.
- 4.8 If any Conflicts of Interest arise during the evaluation period, Potential Suppliers must notify the Customer immediately and comply with any reasonable directions issued by the Customer. All communications must be confirmed in writing.
- A.B.5 Evaluation**
- 5.1 The Customer will evaluate Responses in accordance with the ATM and consistent with the Commonwealth Procurement Rules to determine the best value for money outcome for the Customer.
- 5.2 The Customer will exclude from consideration any Response that does not meet the minimum content and format requirements and the conditions for participation (if any) as set out in the Statement of Requirement.
- 5.3 The criteria for evaluation are the:
- extent to which the Potential Supplier's Response meets the Customer's Requirement set out in this ATM
 - extent to which the Potential Supplier demonstrates its capability and capacity to provide the Requirement, and
 - whole of life costs to be incurred by the Customer. Evaluation will take account of the quoted price and any costs that the Customer will incur as a result of accepting the Potential Supplier's Response.
- 5.4 Unless stated otherwise in the Approach to Market documentation, the above three (3) criteria for evaluation will be of equal importance.
- 5.5 The Customer may at any time exclude a Response from consideration if the Customer considers that the Response is clearly not competitive.
- 5.6 Potential Suppliers should note that the Commonwealth's Indigenous Procurement Policy (IPP) will apply to the Customer in respect of this procurement. During evaluation, the Customer may favourably consider the Potential Supplier's ability to assist the Customer to meet its IPP obligations. More information is available at <https://www.niaa.gov.au/our-work/employment-and-economic-development/indigenous-procurement-policy-ipp>.
- 5.7 If requested by the Customer, the Potential Supplier must be able to demonstrate its ability to remain viable for the duration of the Contract and must promptly provide the Customer with such information or documentation as the Customer reasonably requires.
- 5.8 The Customer reserves the right to contact the Potential Supplier's referees, or any other person, directly and without notifying the Potential Supplier.
- 5.9 The Customer will notify all Potential Suppliers of the final decision and, if requested, will debrief Potential Suppliers following award of the Contract.
- A.B.6 Reporting Requirements**
- 6.1 Potential Suppliers acknowledge that the Customer is subject to legislative and administrative accountability and transparency requirements including disclosure to Parliament and its Committees.
- 6.2 Without limiting the Customer's right to disclose other information, for any contracts awarded, the Customer may publicly disclose the Supplier's name, postal address and other details about the Contract, including contract value.
- 6.3 Potential Suppliers acknowledge that the Customer may disclose the names of any Subcontractors engaged in respect of the Contract. Potential Suppliers should also note the requirements of the *Freedom of Information Act 1982* (Cth).
- A.B.7 Confidentiality of Potential Supplier's Information**
- 7.1 Subject to this clause A.B.7, the Customer will treat all Responses as confidential before and after the award of a Contract.
- 7.2 Potential Suppliers should note that, if successful, parts of their Response may be included in a subsequent Contract. Potential Suppliers must identify and justify any aspects of their Response or the proposed Contract that they consider should be kept confidential.
- 7.3 Potential Suppliers should note that the Customer will only agree to treat information as confidential in cases that it considers consistent with Australian Government legislation and policies. In the absence of such an agreement, Potential Suppliers acknowledge that the Customer has the right to publicly disclose the information.
- A.B.8 Criminal Code**
- 8.1 Potential Suppliers acknowledge 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).
- 8.2 Potential Suppliers must ensure that any intended Subcontractors participating in the Potential Supplier's Response are aware of the information in this clause.
- A.B.9 Personal Information**
- 9.1 Potential Suppliers agree to provide the Customer, or its nominee, relevant Personal Information

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Approach to Market (ATM) – Services

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relating to the Potential Supplier, its officers, employees, agents or Subcontractors, for the purposes of preventing, detecting, investigating or dealing with a fraud or security breach relating to this ATM. When providing Personal Information to the Customer, the Potential Supplier warrants that they will have obtained consent or provided reasonable notification in accordance with the *Privacy Act 1988* (Cth).

A.B.10 Compliance with the Commonwealth Supplier Code of Conduct

- 10.1 If requested by the Customer, Potential Suppliers should provide information in their Response demonstrating that they have the appropriate policies, frameworks, or similar, in place to comply with the Code.
- 10.2 The Customer may take into account a Potential Supplier's ability to comply with the Code in evaluating the Potential Supplier's Response.



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Approach to Market (ATM) – Services

Commonwealth Contracting Suite Glossary and Interpretation

Glossary

In the Commonwealth Contracting Suite (CCS):

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

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

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

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

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

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

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

“Commonwealth Supplier Code of Conduct” or **“Code”** means the Commonwealth Supplier Code of Conduct, as published on 1 July 2024, as updated from time to time.

“Confidential Information” means all forms of information that: is designated either specifically or generally as confidential in the Contract or DoSO, or is designated by its owner as confidential or which the other party knows, or ought to know is confidential (provided that, if it is the Supplier’s information, it meets all four (4) criteria of the Confidentiality Test published on the Department of Finance website and the Customer agrees in writing to treat the information as confidential).

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

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

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

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

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

“Correctly Rendered Invoice” means an invoice that:

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

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

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

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

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

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Commonwealth Contracting Suite Glossary and Interpretation

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

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

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

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

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

“**Goods and/or Services**” means:

- a) the Goods and/or Services and any Material, and
- b) all such incidental Goods and/or Services that are reasonably required to achieve the Requirement of the Customer, as specified in the Contract and, where relevant, offered under a Standing Offer Arrangement.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

“**Required Capabilities**” means:

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Commonwealth Contracting Suite Glossary and Interpretation

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

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

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

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

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

"Significant Event" means:

- a) any adverse comments or findings made by a court, commission, tribunal or other statutory or professional body regarding the conduct or performance of the Supplier or its officers, employees, agents or Subcontractors that impacts or could be reasonably perceived to impact on their professional capacity, capability, fitness or reputation, or
- b) any other significant matters, including the commencement of legal, regulatory or disciplinary action involving the Supplier or its officers, employees, agents or Subcontractors, that may adversely impact on compliance with Commonwealth policy and legislation or the Commonwealth's reputation.

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

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

"Standing Offer Details" means the section of the DoSO with the heading 'Standing Offer Details'.

"Statement of Requirement" means the section of the Approach to Market with the heading 'Statement of Requirement'.

"Statement of Work" means the section or schedule of the Contract (as the case may be) with the heading 'Statement of Work'.

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

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

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Approach to Market (ATM) – Services

Commonwealth Contracting Suite Glossary and Interpretation

Interpretation

In the Commonwealth Contracting Suite, unless stated otherwise:

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

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

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Approach to Market (ATM) – Services

INSTRUCTIONS FOR POTENTIAL SUPPLIER

1. Before you start

- a) This Response is not an offer for work.
- b) Read the all documentation provided by the Customer and distributed with this Response form and decide whether your organisation has the **necessary skills and experience** to meet the Customer's requirement.
- c) Do not proceed further if:
 - i. your organisation cannot agree to the Commonwealth Contract Terms, available at <https://www.finance.gov.au/government/procurement/commonwealth-contracting-suite-ccs>. These terms are non-negotiable and will form part of the Contract if you are successful in this ATM process.
 - ii. your organisation does not meet and/or agree to the Minimum Content and Format Requirements and the Conditions for Participation (if any), set out at item A.A.1 [Key Information and Dates], as failure to do so will mean your response cannot be considered.
 - iii. your organisation is a **trust** where the Trustee is not empowered to sign contracts on behalf of the Trust. Before proceeding, contact the Customer's ATM Contact Officer at item A.A.5(a) [ATM Contact Officer].
 - iv. you are an **Individual** without an ABN and you do not meet the Australian Taxation Office's (ATO) definition of an independent contractor available at: <https://www.ato.gov.au/business/employee-or-contractor/how-to-work-it-out--employee-or-contractor>. Before proceeding, contact the ATM Contact Officer set out at item A.A.5(a) [ATM Contact Officer] to seek advice.
- d) The Customer will evaluate all valid Responses received by the ATM Closing Time [Item A.A.1] that meet the Minimum Content and Format Requirements and the Conditions for Participation (if any), to determine which Potential Supplier has proposed the best value for money outcome for the Customer. Responses will be evaluated as per the criteria set out at Clause A.B.5 [Evaluation].
- e) Participation in this ATM is at your organisation's risk and cost. **Please note** your organisation may incur costs in responding. If you are unsuccessful, you will be unable to recoup these costs.

2. Format Requirements

- a) You **MUST** use this form (CCS ATM Response Form) to submit your Response, which **MUST** comply with the Commonwealth ATM Terms, available at: <https://www.finance.gov.au/government/procurement/commonwealth-contracting-suite-ccs>.
- b) As this form is set out to facilitate the evaluation of responses, Potential Suppliers are to use the form as provided and are **not permitted to make any changes to the structure or formatting of the document**.

3. Guidance for completing your Response

- a) **Specific questions** about this ATM **must** be directed to the ATM Contact Officer set out at Item A.A.5(a) [ATM Contact Officer] before Question Closing Date and Time set out at item A.A.1 [Key Information and Dates].
- b) In preparation of this Response, **please note** the Commonwealth Indigenous Procurement Policy (IPP) available at: <https://www.niaa.gov.au/indigenous-affairs/economic-development/indigenous-procurement-policy-ipp> may apply to the Customer in respect of this procurement. During evaluation

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of responses, the Customer may consider the Supplier's ability to assist the Customer to meet its IPP obligations.

- c) Ensure your Response is as concise as possible while including all information that your organisation wants the evaluation team to consider. Do not include general marketing material or assume that the evaluation team has any knowledge of your organisation's capabilities or personnel.
- d) Do not include pricing in any other part of your response except in the relevant Pricing Schedule.
- e) The successful Supplier will have demonstrated its ability to provide the best value for the Customer. This will not necessarily be the lowest price.
- f) **Submit** the form as required by Item A.A.4 [Lodgement of Responses].
- g) If your organisation is **unsuccessful** with this Response, you may request a debrief to assist with future responses. The ATM Contact Officer set out at Item A.A.5(a) [ATM Contact Officer] can arrange this for you.

Drafting Note:

Before you finalise and submit your Response, please **delete** all Drafting Notes, including this entire section [Instructions for Potential Suppliers].

Do not type any information within the drafting note guidance tables as any drafting notes remaining in your Response may be removed by the Customer prior to evaluation.

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Approach to Market (ATM) – Services

Response to Approach to Market
to establish
Contract for Communication services
ATM Reference ID: **6157**

This Response will be prepared and lodged in accordance with the Minimum Content and Format requirements as set out in A.A.1 [Key Information and Dates].	<input type="checkbox"/> Yes <input type="checkbox"/> No: Do not proceed as your Response will not be eligible for further consideration
This Response will demonstrate our ability to meet the Conditions for Participation as set out in A.A.1 [Key Information and Dates].	<input type="checkbox"/> Yes <input type="checkbox"/> No: Do not proceed as your organisation will not have the ability to fulfil the requirements of the procurement.

Potential Supplier's Contact Officer

For all matters relating to this Response, the Potential Supplier's Contact Officer is:

Potential Supplier Name:	
Contact Name:	
Position:	
Telephone:	
Email Address:	
Postal Address:	

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Approach to Market (ATM) – Services

Part 1 – Potential Supplier's Details

Drafting Note:

The following details will appear in the Contract should your Response be successful. The details you provide should be for the legal organisation that would be the Supplier under the Contract.

1.1 Potential Supplier's Details

Organisation's Full Legal Name:	Drafting Note: Insert your organisation's full legal name. If your organisation is successful in this ATM process, this will be the name of the Supplier for the Contract.
Legal Entity Type:	<input type="checkbox"/> Individual/Sole Trader <input type="checkbox"/> Partnership <input type="checkbox"/> Company <input type="checkbox"/> Sole Director Company <input type="checkbox"/> Trust (see note below) <input type="checkbox"/> Educational Institution (see note below) <input type="checkbox"/> Other (please state):
NOTE FOR TRUSTS: If the Potential Supplier is trading as a trust , please provide details of the relevant trust (and trustee) including a copy of the relevant trust deed (including any variations to that deed) as an attachment to this Response.	
NOTE FOR EDUCATIONAL INSTITUTIONS: If your Response is successful, prior to entering a Contract you will be required to provide details of any enabling legislation as well as details of any delegations or other authorisations that are relevant to the execution of a contract.	
Australian Business Number (ABN):	Drafting Note: If the Potential Supplier is an entity registered on the Australian Business Register, then the ABN used by the business must be given.
Australian Company Number (ACN):	Drafting Note: If the Potential Supplier is an Australian company, then the ACN must be given.
Australian Registered Body Number (ARBN):	Drafting Note: If the Potential Supplier's business is an entity registered on the business names register kept under the law of a State or Territory of Australia, then each ARBN used by the business must be given in respect of each State or Territory of registration.

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Registered Address:	Drafting Note: Insert the supplier's main business address as registered with the Australian Business Register.
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1.2 Previous Judicial Decisions

Has your organisation, or where relevant any of its directors, ever had a judicial decision against them (not including decisions under appeal) relating to employee entitlements or engaged in practices that have been found to be dishonest, unethical or unsafe?	<input type="checkbox"/> Yes, see below. <input type="checkbox"/> No
If yes , what was the date of discharge? <i>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).</i>	(DD/MM/YYYY) <i>Note: The Customer cannot enter a contract with a supplier who has an undischarged judicial decision relating to employee entitlements.</i>

1.3 Workplace Gender Equality

Is your organisation classified as a 'relevant employer' under the Workplace Gender Equality Act 2012 (the WGE Act)? See https://www.wgea.gov.au/about	<input type="checkbox"/> Yes, I am a relevant employer <input type="checkbox"/> No, I am not a relevant employer
If yes , you are required to provide a current letter of compliance with the WGE Act prior to entering into a contract. Have you provided a letter of compliance with this Response?	<input type="checkbox"/> Yes <input type="checkbox"/> No, I will provide a current letter of compliance prior to contract
<p>NOTE: If the Potential Supplier is successful in this ATM process and where the Supplier is a relevant employer under the WGE Act, the Supplier must provide evidence that it complies with its obligations under the WGE Act before commencement of any Contract and, if the term is more than 18 months, within 18 months of commencement and annually thereafter for the duration of the Contract.</p> <p>If the Supplier becomes non-compliant with the WGE Act during the course of the Contract, the Supplier must notify the Customer's Contact Manager in writing within 10 Business Days. Compliance with the WGE Act does not relieve the Supplier from its responsibilities to comply with its obligations under the Contract.</p>	

1.4 Indigenous Businesses

Is your organisation: <ul style="list-style-type: none"> • 50% or more Indigenous owned? • a joint venture that is 50% or more indigenous owned which can demonstrate equal indigenous representation and involvement in the management of the joint venture? 	<input type="checkbox"/> Yes – see question below. <input type="checkbox"/> No – proceed to section 1.5.
Is your organisation registered on Supply Nation?	<input type="checkbox"/> Yes <input type="checkbox"/> No – see note below <input type="checkbox"/> Not Applicable
<p>NOTE: Please provide a certificate or letter from a recognised Indigenous organisation such as Land Council, Indigenous Chamber of Commerce or Office of the Registrar of Indigenous Corporations verifying Indigenous ownership.</p>	

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1.5 Potential Supplier's Contract Manager

Drafting Note:

Provide details for the person you propose will be the Contact Manager if your Response is successful and your organisation is awarded a contract.

For matters relating to the proposed Contract, the Potential Supplier's Contract Manager will be:

Name:	
Position Title:	
Telephone:	
Mobile:	
Email Address:	
Postal Address:	

1.6 Potential Supplier's Address for Notices (if different from the Contract Manager)

Drafting Note:

Complete with "AS ABOVE" if same as Contact Manager.

Name:	
Position Title:	
Email Address:	
Postal Address:	

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Approach to Market (ATM) – Services

Part 2 – Executive Summary

2.1 Executive Summary of Potential Supplier’s Proposal

Drafting Note:

You may find it useful to complete this section after you have completed your response.

Provide a brief (less than one page) summary of your Response highlighting its key features. The Executive Summary should not merely replicate information provided elsewhere in your Response. This section brings together all aspects of your proposal and is your opportunity to “sell” its unique features.

2.2 Conditions for Participation

Drafting Note:

Respond to the Conditions for Participation here. **Do not** proceed further if you cannot meet the Conditions for Participation as your Response cannot be considered. The Customer will exclude from consideration any Response that does not meet the Conditions for Participation.

Include a statement about how your organisation meets the Conditions for Participation (if any) detailed at A.A.1 [Key Information and Dates].

If no Conditions for Participation specified, include the words: No Conditions for Participation specified.

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Part 3 – Ability to Meet the Requirement

3.1 Detailed Proposal to Meet the Customer’s Requirement

Drafting Note:

Your response should address each aspect of the Statement of Requirement and explain/demonstrate how your response/solution meets the Requirement.

Provide a detailed description of your proposal to supply the Customer’s Requirement, including any delivery methodology. This is your opportunity to convince the evaluation team that your organisation understands the Requirement and can deliver it to a high standard. Do not provide general marketing material.

Highlight your competitive advantage as well as special or unique features of your proposal. Depending on the Requirement, your response may propose a detailed project plan including project milestones and completion dates, timeframes, quality standards or performance indicators. It may also detail critical issues or key delivery risks of which the Customer should be aware.

If meeting the Customer’s Requirement involves reporting, travel or attendance at meetings, you should clearly identify how you will meet these requirements, including details of personnel involved. Do not include any pricing or pricing information in Part 3. You should ensure that you clearly address any costs in your response to Part 5.

Do not rely on your organisation’s reputation. The evaluation team can only consider information you provide in this submission.

a) Commonwealth Supplier Code of Conduct

Has the Potential Supplier ever been investigated for a potential breach, or has been found to have actually breached, the Commonwealth Supplier Code of Conduct in connection with a Commonwealth contract?	<input type="checkbox"/> Yes, see below. <input type="checkbox"/> No
If yes , provide further details:	

Drafting Note:

Where requested by the Customer at A.A.2(a), provide information demonstrating that you have appropriate policies, frameworks, or similar, in place to comply with the Commonwealth Supplier Code of Conduct. While you may include general information, try and focus your response to any specific aspects of the Code identified and any specific information requested above.

If A.A.2(a) does not specify compliance information, type “Not Applicable” below.

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b) Standards

Drafting Note:

Provide full details and evidence of compliance with all applicable Australian standards, and any Australian and international standards and requirements specified in The Requirement. Potential Suppliers are encouraged to demonstrate how any standard(s) are proposed to be specifically used in the delivery of the goods/services (i.e. provide evidence that demonstrates how your organisation complies with applicable standards in the context of the requested goods/services and attach supporting evidence as necessary).

Where you do not propose to comply with a standard which has been included in The Requirement, propose an alternative standard and justify your reasons. Where no standard has been specified, list any applicable standards with which you propose to comply.

Type "Not Applicable" below if no standards apply.

c) Performance Measures

Drafting Note:

Propose Key Performance Indicators, sustainability targets or other performance measures that will clearly demonstrate your performance and progress against the Contract.

The following performance measures are proposed:

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Part 4 – Potential Supplier’s Demonstrated Capability and Capacity

4.1 Statement of Skills and Experience

Drafting Note:

This section should be used to demonstrate to the evaluation team your organisation’s proven capability and capacity to meet the Customer’s Requirement to a high standard and consistent quality. You should highlight your organisation’s capacity and any unique capabilities that provide it with a competitive advantage.

Provide clear, concise description of your organisation’s relevant skills and experience to deliver the Requirement.

Depending on the Requirement, this could include a detailed description of recent relevant experience in successfully supplying a similar requirement. It could also include your organisation’s expertise in this field, brief information on relevant personnel (highlighting relevant expertise and experience), details of relevant intellectual property or unique products used.

Do not include any pricing or pricing information in this Part. All pricing information should be included in Part 5.

4.2 Specified Personnel

Drafting Note:

Only propose Specified Personnel where your proposal has referenced the skills of specific personnel and you reasonably expect them to perform the roles nominated. Include their role, the percentage of the project they will complete, and if relevant, their current Commonwealth Government security clearance. Add extra lines to the table as required.

You may also attach brief supporting information specific to the requirement including tailored CVs for Specified Personnel.

Where there are a number of staff who could perform a particular role, include details of the position/role and the percentage of project time which this role will perform. In these circumstances it would not be necessary to name the person.

Include details for subcontractor personnel if applicable. You will need to give additional details for subcontractors in the next section.

If no Specified Personnel are proposed, insert “Not Applicable”.

Name	Position/Role	Current Security Clearance Level [#]	Percentage of Total Project Time
Total personnel time			100%

[#] if requested at A.A. 2(b)

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4.3 Subcontractors

Drafting Note:

The Customer may be required to publicly disclose information about subcontractors. Provide details for each subcontractor organisation you will use below.

In support of the Indigenous Procurement Policy (<https://www.niaa.gov.au/indigenous-affairs/economic-development/indigenous-procurement-policy-ipp>), also highlight any Indigenous subcontractors you are proposing to use, or any Indigenous staff who will work on the project.

If no subcontractors are proposed insert “Not Applicable”

Full Legal Name:	
Postal Address:	
ABN/ACN/ARBN:	
Is this subcontractor registered on Supply Nation or 50% or more Indigenous owned?	

a) Scope of Works to be Subcontracted

Drafting Note:

If no subcontractors are proposed insert “Not Applicable”.

Provide details of the roles (or specific parts of the contract) each subcontractor will perform.

The Supplier is solely responsible for all obligations under the Contract, including subcontractor performance and management. The Supplier must ensure that any subcontract arrangement that is entered into imposes necessary obligations on the subcontractor.

If you are intending to include subcontractors, read and understand your obligations under the Commonwealth Contract Terms, Subcontracting [Clause C.C.10], Relationship of the Parties [Clause C.C.2], Compliance with the Laws and Policy [Clause C.C.21] specifically relate to subcontractors.

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4.4 Conflicts of Interest

Drafting Note:

Commonwealth officials have an obligation to disclose Conflicts of Interest under section 29 of the [Public Governance, Performance and Accountability Act 2013](#) (Cth). Suppliers to Commonwealth entities need to assist the Commonwealth to meet its obligations by complying with the same standard of conduct.

Conflicts can be real or apparent. The perception of a conflict can be just as damaging to the public's confidence in public administration as an actual conflict based on objective facts.

Provide full details of any Conflicts of Interest (if any) that could arise as a result of entering into the Contract with a Customer and propose a strategy to manage the conflict. For complex issues, you may choose to attach a Conflict of Interest Management Plan detailing your proposed approach.

After this response is submitted, Potential Suppliers must report any Conflicts of Interest that may have arisen or been identified during the evaluation period to the Customer without delay.

If no Conflicts of Interest were identified, type "Nil".

The Potential Supplier has identified the following potential Conflicts of Interest and management strategies:

Details	Management Strategy

4.5 Referees

Drafting Note:

Provide daytime contact details for three (3) referees who can attest to your capacity to meet the Requirement. You may prefer to include details of referees for Specified Personnel. A reference is stronger if your organisation and/or Specified Personnel has recently provided the referee with similar goods/services. It is good practice to ensure that nominated referees are aware they may be contacted.

Note clause A.B.5 [Evaluation]: The Customer reserves the right to contact any referees, or any other person, directly and without notifying the Potential Supplier.

Referee Name	Position	Organisation	Phone Number	Email Address

4.6 Pre-existing Intellectual Property of Potential Supplier

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Drafting Note:

List your pre-existing Intellectual Property (if any) noting that:

The Supplier grants to, or in the case of Third-Party Material, must obtain for, the Customer a non-exclusive, irrevocable, royalty-free, perpetual, world-wide licence (including the right to sub-licence) to exercise the Intellectual Property Rights in all Pre-existing Material and Third- Party Material incorporated into the Material to enable the Customer to receive the full benefit of the Goods and/or Services and the Material and to exercise its rights in relation to the Material.

If no pre-existing Intellectual Property is proposed insert “Not Applicable”.

4.7 Confidentiality of Potential Supplier’s Information

Drafting Note:

Identify any information in your Response, or the proposed Contract, which you consider should be kept confidential, with reason(s).

The Customer will only agree to treat information as confidential in cases that meet the Commonwealth’s guidelines and which the Customer considers appropriate. If the Customer does not agree that the information meets the guidelines to be treated as confidential, the Customer has the right to disclose any information contained in the Contract.

Information to assist you to assess whether the Customer is able to treat particular information as confidential is available at: <https://www.finance.gov.au/publications/resource-management-guides/procurement-publishing-and-reporting-obligations-rmg-423>.

If none, type “Not Applicable”.

Add extra lines to the table as required.

The Potential Supplier has assessed that the commercial information in the table below meets the requirements available at <https://www.finance.gov.au/government/procurement/buying-australian-government/additional-reporting-confidentiality> and is seeking that information be kept confidential.

Information to be kept Confidential	Reasons for Confidentiality Request

4.8 Proven Ability to Meet Regulatory Considerations

Drafting Note:

Suppliers are expected to comply with all laws applicable to the performance of the Contract and any Commonwealth policies relevant to the Requirement.

Provide a brief statement of how you propose to comply with all relevant regulations, including but not limited to any Work Health and Safety requirements.

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4.9 Sustainability Considerations

Drafting Note:

The Australian Government has a commitment to sustainable procurement practices. Sustainable procurement aims to reduce adverse social, environmental and economic impacts of purchased goods and services throughout their life.

Provide a brief statement of how your organisation intends to provide sustainable procurement benefits. You may also wish to include information about how your organisation implements the principles of sustainable procurement within your organisation's supply chain.

Potential Suppliers are encouraged to refer to the [Sustainable Procurement Guide](#) in forming their Response.

4.10 Additional Information

Drafting Note:

Any information included here should be relevant to this proposal and should be as concise as possible.

To facilitate the Customer's reporting responsibilities under the Indigenous Procurement Policy, if you are an Indigenous business, have Indigenous employees, or are proposing Indigenous subcontractors you should highlight that information here and explain how you will report the ongoing participation of Indigenous people in fulfilling the proposed Contract.

To facilitate the Customer's reporting responsibilities, if you are a business that primarily exists to provide the services of persons with a disability highlight that information here and explain how you will report ongoing participation of disabled people in fulfilling the proposed Contract.

The Commonwealth's Fraud Control Framework requires the Customer to manage risk of fraud and corruption as part of contracting and procurement activities. You should include details of controls (if any) you will have in place to prevent fraud and corruption against the Commonwealth.

This section should **NOT** be used to include generic marketing information that is not specific to the Requirement.

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Part 5 – Total Costs to be incurred by the Customer

Drafting Note:

The information you provide in this section will be used to assess the total costs the Customer will incur under your proposal.

5.1 Pricing

Fixed Price (including all expenses)

Drafting Note:

Complete the following table including fixed prices for each item. Fixed prices must include taxes, duties and other government charges which may be imposed or levied in Australia and overseas, and all other costs associated with providing the services, including delivery fees where applicable.

Make sure you include, costs of any reporting and attending necessary meeting as well as any travel, accommodation and associated costs.

Add additional lines to the table as required.

Due Date	Milestone Description	Total Price GST Exclusive	GST Component	Total Price GST Inclusive
Total Fixed Price for Services				

Adjustment to Fixed Pricing for Contract Variation/Extension

Drafting Note:

Explain how the above pricing would be adjusted, if a contract variation (for either an increase or decrease in the Requirement) was requested.

For example, if the contract is for a one-year period, what would the rates be in the second year? If the quantity of goods increased or decreased what would be the effect on price?

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5.2 Proposed Payment Schedule

Drafting Note:

Complete the table below if you propose that progress payments be made.

Do not propose a payment schedule that reflects more than the value of the milestones or deliverables you have delivered at any stage.

This payment schedule is for the Fixed Fees and Charges portion of the arrangement only. Variable costs will only be reimbursed after they have been incurred and invoiced.

Note: The Customer may propose alternative payment arrangements.

If you are not proposing any progress payments type “Not Applicable”.

Due Date	Milestone Description	Total Price (GST Exclusive)	GST Component	Total Price (GST Inclusive)
Total Milestone Payments				

5.3 Additional Facilities and Assistance

Drafting Note:

Should you require the Customer to provide facilities and assistance, in addition to that stated at Clause A.A.2(f) [Facilities and Assistance Offered by the Customer], provide details here. If no additional facilities or assistance required insert “Not Applicable”.

If the pricing provided above is based on the provision of Additional Facilities and Assistance this should be stated below.

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5.4 Non-Compliance

Drafting Note:

If your response is successful, you will be offered a Contract which incorporates the *Commonwealth Contract Terms* available at <https://www.finance.gov.au/government/procurement/commonwealth-contracting-suite-ccs>. The Terms have been designed to enable Commonwealth officials to comply with their legislated responsibilities and are therefore **NOT** negotiable.

If you have reasons why any of the Additional Contract Terms should be changed, complete the following table, as these additional terms may be negotiable.

Any costs the Customer would incur in obtaining legal advice (including in-house legal advice) or negotiating the Customer’s Additional Contract Terms will be included in the Customer’s total costs assessment.

Clause	Reason for Non-Compliance	Proposed New Wording

s22(1)(a)(ii)

From: s22(1)(a)(ii)
Sent: Tuesday, 2 December 2025 1:27 PM
To: s47F
Cc: campaigns
Subject: RE: Request for communication services to support the Social Media Minimum Age campaign We would like to invite 36 Months to submit a proposal and quote for the delivery of communication services to promote the introduction of the new Social Media Minim...

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Thanks for letting us know s47F .

We appreciate the efforts of 36 Months to support the introduction of the Social Media Minimum Age law and continue to value your organisation as an important stakeholder.

Regards

s22(1)(a)(ii)

Director – Campaigns • Communication Branch

[Department of Infrastructure, Transport, Regional Development, Communications, Sport and the Arts](#)

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

P: s22(1)(a)(ii) M +s22(1)(a)(ii)

OFFICIAL

From: s47F <greg@36months.com>
Sent: Tuesday, 2 December 2025 12:42 PM
To: s22(1)(a)(ii) <s22(1)(a)(ii) COMMUNICATIONS.gov.au>
Cc: campaigns <s22(1)(a)(ii) @communications.gov.au>
Subject: Re: Request for communication services to support the Social Media Minimum Age campaign We would like to invite 36 Months to submit a proposal and quote for the delivery of communication services to promote the introduction of the new Social Media Minim...

Hi s22(1)(a) ,

Just letting you know I'll need to cancel our meeting this afternoon.

Our independence is important and valuable to us. We won't be submitting another proposal for the budget currently allocated.

I appreciate you circling back on this.

Be well,



s47F
s47F

In 2024, we led a national campaign to raise the minimum age of social media from 13 to 16—the first law of its kind anywhere in the world. Now we're rebuilding the ecosystem around adolescence—in politics, schools and homes.

s47F
s47F

s47F

w. 36months.com
ig. [@36monthsofficial](https://www.instagram.com/36monthsofficial)

On 28 Nov 2025, at 2:37 pm, Gatfield, Jodi <s22(1)(a)(ii)> COMMUNICATIONS.gov.au wrote:

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Thanks s47F .
Have a lovely weekend.

s22(1)(a)(ii)
Director – Campaigns • Communication Branch
[Department of Infrastructure, Transport, Regional Development, Communications, Sport and the Arts](http://www.communications.gov.au)
s22(1)(a)(ii) communications.gov.au / s22(1)(a) @communications.gov.au
P: s22(1)(a)(ii) M s22(1)(a)(ii)

OFFICIAL

From: s47F <s47F@36months.com>
Sent: Friday, 28 November 2025 2:07 PM
To: s22(1)(a)(ii) <s22(1)(a)(ii)> COMMUNICATIONS.gov.au
Cc: campaigns <s22(1)(a)(ii)> @communications.gov.au
Subject: Re: Request for communication services to support the Social Media Minimum Age campaign We would like to invite 36 Months to submit a proposal and quote for the delivery of communication services to promote the introduction of the new Social Media Minim...

Thanks s22(1)(a),

I can't make the time this afternoon at 3 unfortunately.

Let's aim for Tuesday at 2pm. I'll take a look at the RFQ over the weekend.

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Be well,

<image001.png>

s47F

Managing Director

In 2024, we led a national campaign to raise the minimum age of social media from 13 to 16—the first law of its kind anywhere in the world. Now we're rebuilding the ecosystem around adolescence—in politics, schools and homes.

s47F

s47F

s47F

w. [36months.com](https://www.36months.com)

ig. [@36monthsofficial](https://www.instagram.com/36monthsofficial)

s22(1)(a)(ii) - duplicate email found within document 15

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