



ACT
Government

Chief Minister, Treasury and
Economic Development

Freedom of Information Publication Coversheet

The following information is provided pursuant to section 28 of the *Freedom of Information Act 2016*.

FOI Reference: CMTEDDFOI 2022-019

Information to be published	Status
1. Access application	Published
2. Decision notice	Published
3. Documents and schedule	Published
4. Additional information identified	Yes/No
5. Fees	Waived
6. Processing time (in working days)	33
7. Decision made by Ombudsman	N/A
8. Additional information identified by Ombudsman	N/A
9. Decision made by ACAT	N/A
10. Additional information identified by ACAT	N/A

From: [REDACTED]
To: [CMTEDD.FOI](#)
Cc: [REDACTED]
Subject: FOI request - contract number CM2211649
Date: Monday, 31 January 2022 9:34:05 AM
Attachments: [REDACTED]

Hi there,

This is a freedom of information request.

[REDACTED] requires access to the following documents relating to ACT tenders contract number CM2211649:

- all communications between the directorate and Kantar Public Australia Pty Ltd;
- all documents (reports, papers etc however described) produced by Kantar Public Australia Pty Ltd; and
- all internal briefings, reports submissions etc. (however described) about, or referencing any work performed by Kantar Public Australia Pty Ltd.

Please provide the documents via reply email.





ACT
Government

Chief Minister, Treasury and
Economic Development

Our ref: CMTEDDFOI 2022-019



FREEDOM OF INFORMATION REQUEST

I refer to your application under section 30 of the *Freedom of Information Act 2016* (the Act), received by the Chief Minister, Treasury and Economic Development Directorate (CMTEDD) on 31 January 2022, in which you sought access to documents related to ACT Tenders contract number CM2211649.

Specifically, you sought access to:

- *all communications between the directorate and Kantar Public Australia Pty Ltd;*
- *all documents (reports, papers etc however described) produced by Kantar Public Australia Pty Ltd; and*
- *all internal briefings, reports submissions etc. (however described) about, or referencing any work performed by Kantar Public Australia Pty Ltd.*

Authority

I am an Information Officer appointed by the Director-General of CMTEDD under section 18 of the Act to deal with access applications made under Part 5 of the Act.

Timeframes

In accordance with section 40 of the Act, CMTEDD was required to provide a decision on your access application by 28 February 2022 however, following third-party consultation, the due date is now 22 March 2022.

Decision on access

Searches were completed for relevant documents and 59 documents were identified that fall within the scope of your request.

I have included as **Attachment A** to this decision a schedule of relevant documents. This provides a description of each document that falls within the scope of your request and the access decision for each of those documents.

I have decided to grant partial access to all 59 documents as I consider them to contain information that would, on balance, be contrary to the public interest to disclose under the test set out in section 17 of the Act. The remaining eight documents are exempt as they are out of scope of your request.

My access decisions are detailed further in the following statement of reasons and the document binder is currently withheld to all the access applicant their rights of review.

In accordance with section 54(2) of the Act a statement of reasons outlining my decisions is below.

Third-party consultation

In determining this access request, I identified that some of the information may reasonably be expected to be of concern to relevant third parties. In accordance with section 38 of the Act, third-party consultation was undertaken. I have considered the contentions raised by the third parties in making this decision.

In accordance with section 54(2) of the Act a statement of reasons outlining my decision is below.

Material considered

In reaching my access decision, I have taken the following into account:

- the Act;
- the content of the documents that fall within the scope of your request;
- the views of the relevant third party; and
- the *Human Rights Act 2004*.

Statement of Reasons

Public Interest

The Act has a presumption in favour of disclosure. As a decision maker I am required to decide where, on balance, public interest lies. As part of this process, I must consider factors favouring disclosure and non-disclosure.

In *Hogan v Hinch* (2011) 243 CLR 506, [31] French CJ stated that when 'used in a statute, the term [public interest] derives its content from, "the subject matter and the scope and purpose" of the enactment, in which it appears'. Section 17(1) of the Act sets out the test, to be applied to determine whether disclosure of information would be contrary to the public interest. These factors are found in subsection 17(2) and Schedule 2 of the Act.

Taking into consideration the information contained in the documents found to be within the scope of your request, I have identified that the following public interest factors are relevant to determine if release of the information contained within these documents is within the 'public interest'.

Factors favouring disclosure (Schedule 2.1)

(a) *disclosure of the information could reasonably be expected to do any of the following:*

- (i) *promote open discussion of public affairs and enhance the governments accountability*
- (ii) *contribute to positive and informed debate on important issues or matters of public interest*
- (iv) *ensure effective oversight of expenditure of public funds*
- (viii) *reveal the reason for a government decision and any background or contextual information that informed the decision.*

Having considered the factors identified as relevant in this matter, I consider that release of the information contained in these documents may promote open discussion and enhance the governments accountability by allowing you to have a copy of the documents relating to ACT Tenders contract number CM2211649. I also consider that release of this information may contribute to positive and informed debate on this matter which is of public interest. I further consider that release of this information could ensure effective oversight of expenditure of public funds by allowing the expenditure to be reviewed and scrutinised along with revealing reasons for the government decisions and the background information that inform the decisions regarding this tender.

I am satisfied that the public interest in increasing transparency and accountability of the Directorate and the interest to the community is substantial. I therefore assign these factors significant weight.

Factors favouring nondisclosure in the public interest under schedule 2, 2.2:

(a) *disclosure of the information could reasonably be expected to do any of the following:*

- (ii) *prejudice the protection of an individual's right to privacy or other rights under the Human Rights Act 2004*
- (xi) *prejudice trade secrets, business affairs or research of an agency person.*

Considering the submissions put to me by the third parties consulted in accordance with section 38 of the Act, and having reviewed the documents, I consider that the protection of an individual's right to privacy, especially during dealings with the ACT Government is a significant factor. Individuals are entitled to expect that personal information they supply as part of a government process will be dealt with in a manner that protects their privacy. This, in my opinion, outweighs the benefit which may be derived from releasing the personal information of the individuals.

I weigh the factor for protecting an individual's right to privacy highly. I have decided that release of personal information including direct email addresses of individuals not employed by the ACT Public Service and all mobile phone numbers contained within the documents, could prejudice their rights to privacy under the *Human Rights Act 2004*.

I have also considered the impact of disclosing information which relates to business affairs. In the case of *Re Mangan and The Treasury* [2005] AATA 898 the term 'business affairs' was interpreted as meaning 'the totality of the money-making affairs of an

organisation or undertaking as distinct from its private or internal affairs'. Schedule 2 section 2.2(a)(xi) allows for government information to be withheld from release if disclosure of the information could reasonably be expected to prejudice the trade secrets, business affairs or research of an agency or person.

The documents in scope of this request include some documents exchanged between the ACT government and Kantar Public which gives an insight into the specific approaches, reporting and research methodologies Kantar Public uses to operate in their highly competitive business environment. By disclosing these documents, it may result in other traders in the field replicating Kantar Public's unique approaches and methods. Accordingly, I give this factor a significant weight when considered against the factors for release.

Having applied the test outlined in section 17 of the Act and deciding that release of personal information and information related to business affairs contained in the documents is not in the public interest to release, I have chosen to redact this specific information in accordance with section 50(2). Noting the pro-disclosure intent of the Act, I am satisfied that redacting only the information that I believe is not in the public interest ensures that the intent of the Act is met and will provide you with access to most of the information held by CMTEDD in particular the final results of the tender and within the scope of your request.

Access to documents

Pursuant to section 38(6) of the Act, I am required to defer access to all the identified documents as an affected third parties have objected to disclosure. These third parties may apply for review of my release decision within 20 working days of my the date of this decision, or a longer period allowed by the Ombudsman. I will write to you to advise when access is no longer deferred.

Charges

Pursuant to Freedom of Information (Fees) Determination 2018 processing charges are applicable for this request because the total number of pages to be released to you exceeds the charging threshold of 50 pages. However, the charges have been waived in accordance with section 107(2)(e) of the Act.

Online publishing – Disclosure Log

Under section 28 of the Act, CMTEDD maintains an online record of access applications called a disclosure log. Your original access application, my decision and documents released to you in response to your access application will be published in the CMTEDD disclosure log between 3-10 days after completion of the deferment period of 20 days or or a longer period allowed by the Ombudsman. Your personal contact details will not be published. You may view CMTEDD disclosure log at <https://www.cmtedd.act.gov.au/functions/foi>.

Ombudsman Review

My decision on your access request is a reviewable decision as identified in Schedule 3 of the Act. You have the right to seek Ombudsman review of this outcome under section 73 of the Act within 20 working days from the date my decision is published, or a longer period as allowed by the Ombudsman.

We recommend using this form [Applying for an Ombudsman Review](#) to ensure you provide all of the required information. Alternatively, you may write to the Ombudsman at:

The ACT Ombudsman
GPO Box 442
CANBERRA ACT 2601
Via email: actfoi@ombudsman.gov.au

ACT Civil and Administrative Tribunal (ACAT) Review

Under section 84 of the Act, if a decision is made under section 82(1) on an Ombudsman review, you may apply to the ACAT for review of the Ombudsman decision. Further information may be obtained from the ACAT at:

ACT Civil and Administrative Tribunal
Level 4, 1 Moore St
GPO Box 370
Canberra City ACT 2601
Telephone: (02) 6207 1740
<http://www.acat.act.gov.au/>

Should you have any queries in relation to your request please contact me by telephone on 02 6207 7754 or email CMTEDDFOI@act.gov.au.

Yours sincerely



Katharine Stuart
Information Officer
Chief Minister, Treasury and Economic Development Directorate

18 March 2022



ACT
Government

Chief Minister, Treasury and
Economic Development

FREEDOM OF INFORMATION REQUEST SCHEDULE

WHAT ARE THE PARAMETERS OF THE REQUEST	Reference NO.
Documents in relation to ACT tenders contract number CM2211649	CMTEDDFOI2022-019

Ref No	Page number	Description	Date	Status	Reason for Exemption	Online Release Status
1	1-4	Emails – Invitation to provide quotation	6 Aug 2021	Partial release	Sch 2 s2.2 (a)(ii)	Yes
2	5-33	Email – Invitation to provide quotation/attachment	6 Aug 2021	Partial release	Sch 2 s2.2 (a)(ii)	Yes
3	34-44	Email – Invitation to provide quotation/attachment	10 Aug 2021	Partial release	Sch 2 s2.2 (a)(ii)	Yes
4	45-47	Email – Invitation to provide quotation	12 Aug 2021	Partial release	Sch 2 s2.2 (a)(ii)	Yes
5	48-51	Email – Invitation to provide quotation - Response	13 Aug 2021	Partial release	Sch 2 s2.2 (a)(ii)	Yes
6	52-146	Email – Invitation to provide quotation – Response/attachment	13 Aug 2021	Exempt in full	Sch 2 s2.2 (a)(ii) Sch 2 s2.2 (a)(xi)	Yes
7	147-150	Email – Invitation to provide quotation - Response	13 Aug 2021	Partial release	Sch 2 s2.2 (a)(ii)	Yes
8	151-155	Email – Invitation to provide quotation - Response	17 Aug 2021	Partial release	Sch 2 s2.2 (a)(ii)	Yes
9	156-166	Email – Short form contract DRAFT	18 Aug 2021	Partial release	Sch 2 s2.2 (a)(ii)	Yes
10	167-172	Email – Invitation to provide quotation - Response	18 Aug 2021	Partial release	Sch 2 s2.2 (a)(ii)	Yes
11	173-174	Meeting invites	18-19 Aug 2021	Partial release	Sch 2 s2.2 (a)(ii)	Yes
12	175-178	Email – Contract for ACT Govt vaccination project	19 Aug 2021	Partial release	Sch 2 s2.2 (a)(ii)	Yes
13	179-186	Email – Short form contract	19 Aug 2021	Partial release	Sch 2 s2.2 (a)(ii)	Yes
14	187-189	Email – Contract for ACT Govt vaccination project	20 Aug 2021	Part al release	Sch 2 s2.2 (a)(ii)	Yes

15	190-199	Email – Short form contract	20 Aug 2021	Partial release	Sch 2 s2.2 (a)(ii)	Yes
16	200-202	Email – Contract for ACT Govt vaccination project	20 Aug 2021	Partial release	Sch 2 s2.2 (a)(ii)	Yes
17	203-205	Email – Contract for ACT Govt vaccination project	20 Aug 2021	Partial release	Sch 2 s2.2 (a)(ii)	Yes
18	206-207	Email – PO number	24 Aug 2021	Partial release	Sch 2 s2.2 (a)(ii)	Yes
19	208-217	Email – Kantar Public – Workshop	24 Aug 2021	Partial release	Sch 2 s2.2 (a)(ii) Sch 2 s2.2 (a)(xi)	Yes
20	218-228	Email – Kantar Public – Workshop	25 Aug 2021	Partial release	Sch 2 s2.2 (a)(ii) Sch 2 s2.2 (a)(xi)	Yes
21	229-231	Email – Kantar Public – Workshop	25 Aug 2021	Partial release	Sch 2 s2.2 (a)(ii)	Yes
22	232-260	Email – Kantar Public – Workshop/attachment	25 Aug 2021	Partial release	Sch 2 s2.2 (a)(ii) Sch 2 s2.2 (a)(xi)	Yes
23	261-262	Email – PO number	26 Aug 2021	Partial release	Sch 2 s2.2 (a)(ii)	Yes
24	263-266	Email – Kantar Public – Workshop	26 Aug 2021	Partial release	Sch 2 s2.2 (a)(ii)	Yes
25	267-276	Email – Covid-19 Vaccinations Project – Screener	27 Aug 2021	Partial release	Sch 2 s2.2 (a)(ii) Sch 2 s2.2 (a)(xi)	Yes
26	277-280	Email – Covid-19 Vaccinations Project – Screener	30 Aug 2021	Partial release	Sch 2 s2.2 (a)(ii)	Yes
27	281-313	Email – Covid-19 Vaccinations Project – Screener/attachment	30 Aug 2021	Partial release	Sch 2 s2.2 (a)(ii) Sch 2 s2.2 (a)(xi)	Yes
28	314	Meeting invite	30 Aug 2021	Partial release	Sch 2 s2.2 (a)(ii)	Yes
29	315-318	Email – Covid-Vaccination Hesitancy	31 Aug 2021	Partial release	Sch 2 s2.2 (a)(ii) Sch 2 s2.2 (a)(xi)	Yes
30	319-332	Email – Covid-Vaccination Hesitancy/attachment	31 Aug 2021	Partial release	Sch 2 s2.2 (a)(ii) Sch 2 s2.2 (a)(xi)	Yes
31	333-334	Email – Covid-Vaccination Hesitancy	31 Aug 2021	Partial release	Sch 2 s2.2 (a)(ii) Sch 2 s2.2 (a)(xi)	Yes
32	335-336	Email – Covid-Vaccination Hesitancy	31 Aug 2021	Partial release	Sch 2 s2.2 (a)(ii) Sch 2 s2.2 (a)(xi)	Yes
33	337-367	Email – Covid-Vaccination Hesitancy/attachment	31 Aug 2021	Partial release	Sch 2 s2.2 (a)(ii) Sch 2 s2.2 (a)(xi)	Yes
34	368-371	Email – Covid-Vaccination Hesitancy	1 Sep 2021	Partial release	Sch 2 s2.2 (a)(ii) Sch 2 s2.2 (a)(xi)	Yes

35	372-404	Email – Covid-Vaccination Hesitancy/attachment	2 Sep 2021	Partial release	Sch 2 s2.2 (a)(ii) Sch 2 s2.2 (a)(xi)	Yes
36	405-427	Email – Covid-Vaccination Hesitancy/attachment	2 Sep 2021	Partial release	Sch 2 s2.2 (a)(ii) Sch 2 s2.2 (a)(xi)	Yes
37	428	Email – Tuesday meeting	1 Sep 2021	Partial release	Sch 2 s2.2 (a)(ii)	Yes
38	429-435	Email – Covid-Vaccination Hesitancy	3 Sep 2021	Partial release	Sch 2 s2.2 (a)(ii) Sch 2 s2.2 (a)(xi)	Yes
39	436-442	Email – Covid-Vaccination Hesitancy	3 Sep 2021	Partial release	Sch 2 s2.2 (a)(ii) Sch 2 s2.2 (a)(xi)	Yes
40	443-457	Email – Covid-Vaccination Hesitancy/attachment	3 Sep 2021	Partial release	Sch 2 s2.2 (a)(ii) Sch 2 s2.2 (a)(xi)	Yes
41	458-466	Email – Covid-Vaccination Hesitancy	5 Sep 2021	Partial release	Sch 2 s2.2 (a)(ii) Sch 2 s2.2 (a)(xi)	Yes
42	467-476	Email – Covid-Vaccination Hesitancy	7 Sep 2021	Partial release	Sch 2 s2.2 (a)(ii) Sch 2 s2.2 (a)(xi)	Yes
43	477-478	Email – Covid-Vaccination Hesitancy – fieldwork update	8 Sep 2021	Partial release	Sch 2 s2.2 (a)(ii)	Yes
44	479-481	Email – Covid-Vaccination Hesitancy research update	10 Sep 2021	Partial release	Sch 2 s2.2 (a)(ii)	Yes
45	482-484	Email – Covid-Vaccination Hesitancy – fieldwork update	12 Sep 2021	Partial release	Sch 2 s2.2 (a)(ii)	Yes
46	485-486	Invoice	14 Sep 2021	Partial release	Schedule 2.2(a)(xi)	Yes
47	487-489	Email – Covid-Vaccination Hesitancy research update	15 Sep 2021	Partial release	Sch 2 s2.2 (a)(ii)	Yes
48	490-491	Email – Covid-Vaccination Hesitancy – interim report and survey update	20 Sep 2021	Partial release	Sch 2 s2.2 (a)(ii)	Yes
49	492-523	Email – Covid-Vaccination Hesitancy – interim report and survey update/attachment	20 Sep 2021	Partial release	Sch 2 s2.2 (a)(ii)	Yes
50	524-528	Email – Covid-Vaccination Hesitancy/attachment	21 Sep 2021	Partial release	Sch 2 s2.2 (a)(ii) Sch 2 s2.2 (a)(xi)	Yes
51	529-554	Email – Covid-Vaccination Hesitancy/attachment	22 Sep 2021	Partial release	Sch 2 s2.2 (a)(ii) Sch 2 s2.2 (a)(xi)	Yes
52	555-561	Email – Covid-Vaccination Hesitancy/attachment	21 Sep 2021	Partial release	Sch 2 s2.2 (a)(ii) Sch 2 s2.2 (a)(xi)	Yes
53	562-582	Email – Covid-Vaccination Hesitancy/attachment	22 Sep 2021	Partial release	Sch 2 s2.2 (a)(ii)	Yes
54	583-586	Email – Covid-Vaccination Hesitancy	24 Sep 2021	Partial release	Sch 2 s2.2 (a)(ii)	Yes

55	587	Meeting invite	30 Sep 2021	Partial release	Sch 2 s2.2 (a)(ii)	Yes
56	588-707	Email – Covid-19 vaccine research – final presentation	1 Oct 2021	Partial release	Sch 2 s2.2 (a)(ii)	Yes
57	708-709	Invoice	5 Oct 2021	Partial release	Schedule 2.2(a)(xi)	Yes
58	710-715	Email – ACT Government – Exec Summary	17 Oct 2021	Partial release	Sch 2 s2.2 (a)(ii)	Yes
59	716-717	Invoice	5 Oct 2021	Partial release	Schedule 2.2(a)(xi)	Yes
Total No of Docs						
59						

From: "Briant, David"
Sent: 06/08/2021 5:33 AM
To: "O'Donoghue, Kathy (TSPER)" <> "Donovan, Craig (KT)" <>
Cc: HPE CM: RE: Invitation to provide a quotation CM2211649
Subject: RE: Invitation to provide a quotation - CM2211649

UNOFFICIAL

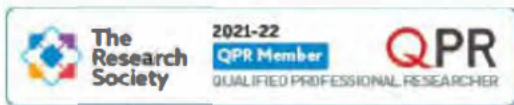
Thanks, Kathy. Yes, please feel free to contact me if you have any questions. You have a nice weekend too.

Kind regards,

David Briant | Director, Research and Insights

Phone: (02) 6205 2402 | **Mobile:** 2.2(a)(ii) | **Email:** David.Briant@act.gov.au

Communications & Engagement | Chief Minister Treasury and Economic Development Directorate | ACT Government
Level 5, 220 London Circuit, Canberra City | GPO Box 158 Canberra City ACT 2601 | www.act.gov.au



From: O'Donoghue, Kathy (TSPER) <>
Sent: Friday, 6 August 2021 12:02 PM
To: Briant, David <David.Briant@act.gov.au>
Cc: Donovan, Craig (KT) <>
Subject: RE: Invitation to provide a quotation - CM2211649

CAUTION: This email originated from outside of the ACT Government. Do not click links or open attachments unless you recognise the sender and know the content is safe.

Hi David ...

Many thanks for sending this through - I just wanted to confirm receipt. The brief looks really interesting, and we have a significant body of work in the vaccinations space across our teams, so we are definitely interested in responding.

We will revert early next week with any questions.

Have a lovely weekend, Kathy

KANTAR PUBLIC

Kathy O'Donoghue
Co-Chief Executive Officer
APAC

T +61 (2) 9563 4200
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EA Libby Liguette
E 2.2(a)(ii)@kantarp.com
T 07 3011 0000

www.kantar.com/public



From: Briant, David <David.Briant@act.gov.au>
Sent: Friday, 6 August 2021 11:28 AM
To: O'Donoghue, Kathy (TSPER) <[2.2\(a\)\(ii\)@kantarc.com](mailto:2.2(a)(ii)@kantarc.com)>
Subject: Invitation to provide a quotation - CM2211649

UNOFFICIAL

Dear Kathy,

The Chief Minister, Treasury and Economic Development Directorate invites Kantar Public to provide a quotation for the provision of research services to inform strategic communications and other levers to drive uptake of the COVID-19 vaccination among segments of the ACT population who are hesitant or resistant to getting vaccinated.

Attached please find:

- Request for quotation CM2211649 including Statement of Requirements and Territory Standard Terms of Quotation; and
- Supplier Response Form

Quotations must be received by 2pm, Friday 13 August 2021, at David.Briant@act.gov.au

I would appreciate your acknowledging receipt of this invitation by sending me an email to David.Briant@act.gov.au

Please do not hesitate to contact me on (02) 6205 2402 or [\(02\) 6205 2402](tel:2.2(a)(ii)) if you require any clarification. I look forward to receiving a quotation from Kantar Public.

Kind regards,

David Briant | Director, Research and Insights

Phone: (02) 6205 2402 | **Mobile:** [\(02\) 6205 2402](tel:2.2(a)(ii)) | **Email:** David.Briant@act.gov.au

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From: "O'Donoghue, Kathy (TSPER)" <2.2(a)(ii)@kantar.com>
Sent: 06/08/2021 2:02 AM
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Cc: "Donovan, Craig (KT)" <>
Subject: HPE CM: RE: Invitation to provide a quotation CM2211649

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Co-Chief Executive Officer
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Kind regards,

David Briant | Director, Research and Insights

Phone: (02) 6205 2402 | **Mobile:** +[2.2\(a\)\(ii\)](tel:+61222222222) | **Email:** David.Briant@act.gov.au

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From: "Briant, David"
Sent: 06/08/2021 1:27 AM
To: '2.2(a)(ii)@kantar.com' <2.2(a)(ii)@kantar.com>
Subject: HPE CM: Invitation to provide a quotation - CM2211649
Attachments: CM2211649 RFQ Statement of Requirements.docx, CM2211649 RFQ Supplier Response Form.docx

UNOFFICIAL

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Kind regards,

David Briant | Director, Research and Insights

Phone: (02) 6205 2402 | **Mobile:** +61 2.2(a)(ii) | **Email:** David.Briant@act.gov.au

Communications & Engagement | Chief Minister Treasury and Economic Development Directorate | ACT Government
Level 5, 220 London Circuit, Canberra City | GPO Box 158 Canberra City ACT 2601 | www.act.gov.au





Territory Request for Quotation

Reference ID: CM2211649

This *Territory Request for Quotation* (RFQ) is seeking responses for the provision of research services to inform strategic communications and other levers to drive uptake of the COVID-19 vaccination among segments of the ACT population who are hesitant or resistant to getting vaccinated.

The ACT Government as represented by Chief Minister, Treasury and Economic Development, WhoG Communications and Engagement (**the Customer**) is seeking responses for the provision of Services as described in this RFQ.

In submitting a response, Potential Suppliers are required to comply with all requirements set out in this RFQ, and if successful, agree to enter into a contract which incorporates the enclosed *Territory Contract Terms*.

This RFQ must be read with the *Territory Standard Terms of Quotation*, which apply.

THRESHOLD ASSESSMENT CRITERIA

This RFQ has not specified any **Threshold Criteria**.

Statement of Requirement
A.A.1 KEY DETAILS
RFQ Dates and Times

Event	Date	Time
Issue date:	06-Aug-2021	
Closing time:	13-Aug-2021	2:00PM Local Canberra Time
Question closing time:	11-Aug-2021	

Contract Dates

Expected Contract Start date:	17-Aug-2021
The Services are required to commence on or before:	18-Aug-2021
Contract Term:	No more than two months duration
Contract End Date:	17-October-2021
Contract Extension Option:	None Specified

A.A.2 THRESHOLD ASSESSMENT CRITERIA
Threshold criteria

No Threshold Criteria have been specified.

A.A.3 THE REQUIREMENT
Required Services
Purpose

The purpose of the research is to measure hesitancy towards receiving a COVID-19 vaccination across segments of the ACT population and explore their barriers and motivators towards vaccination. The insights gained through this research will be used by the ACT Government to inform the development of effective and targeted communication and messaging approaches which would engender positive behavioural change (i.e. getting vaccinated).

Background

The Australian COVID-19 vaccination rollout has been underway since 22 February 2021. The ACT Government is charged with leading the rollout of COVID-19 vaccination to Canberrans. The ACT Government works with the Commonwealth Government and other healthcare providers to ensure that we deliver a safe, effective, and accessible vaccine program.

Canberra's COVID-19 vaccination rate is among the highest in Australia, with half of ACT adults now having had their first vaccination, and about one in four fully vaccinated. Canberrans aged 30 years and over are now eligible to make a booking for their vaccination.

Despite these positive signs, we know high levels of vaccination coverage in the population will be required to prevent and stop outbreaks of COVID-19 in the community. Research conducted by the ACT Government shows that of those who are yet to receive the vaccine, up to twenty percent of the population remain unwilling or hesitant to get vaccinated. Factors such as age, gender, education and cultural background have been identified as possible barriers to vaccine uptake.

The ACT Government has been conducting research on vaccine intent since late 2020 via its online research community called the YourSay Panel. The Panel has a membership base of over 6,000 Canberrans aged 16 years and over and is broadly representative of the overall ACT population. It is expected that this research will build upon the ACT Government's existing knowledge base concerning vaccine hesitancy and resistance.

As the ACT Government addresses issues of vaccine hesitancy and refusal, more in-depth understanding of the issues driving hesitancy will be needed at a local level. The determinants of vaccine hesitancy are complex and are known to include past experience with vaccinations, beliefs and attitudes about health prevention, perceived risks and benefits of vaccination, historical influences, communication and media use, religion, politics, financial and geographical barriers.

Conventional wisdom suggests that vaccine hesitancy can be addressed by effective public health messaging but that for a significant minority of the population with strongly held beliefs, alternative policy measures may be required to achieve sufficient vaccination coverage to prevent and stop outbreaks. It is expected that this project will help to identify which levers, such as public education campaigns, facilitation and incentivisation, can best be used to achieve high vaccination rates across the ACT.

The objectives for this research are to:

1. Establish robust estimates for likely vaccination uptake and vaccine hesitancy in the ACT, both at a whole-of-population level and for subgroups of the ACT population.
2. Explore and unpack the motivators and barriers to getting vaccinated among those who are hesitant or resistant with a view to identifying key levers, be it communication strategies, messaging, vaccine rollout program design, and other levers most likely to engender positive behavioural change.
3. Undertake a segmentation of the ACT population to create personas based on perspectives towards COVID-19 vaccination, highlighting key characteristics, attitudes, and behavioural insights to encourage vaccination uptake among each segment. Segments should not be limited to just demographic or geographic characteristics.
4. Bring each segment to life via the creation of relatable, easy-to-understand and distinctive personas. Define each segment's behavioural journeys including awareness, contemplation, exchange to becoming adopters/advocates. Visually stimulating outputs may be developed to bring the personas to life for key internal audiences (e.g. infographics).
5. Provide information on communication preferences and make recommendations on best approach communication, engagement and marketing activities for key segments in the ACT population including marginalised communities (e.g. What channels and messages will best engage young vaccine hesitant Canberrans compared to middle aged and older vaccine hesitant Canberrans, and result in behavioural outcomes). Consideration should also be given to the impacts of existing Commonwealth and ACT Government COVID-19 campaigns on the Canberra community.

Target Market/Sampling considerations:

The geographical focus of this research should be the Australian Capital Territory only. There are approximately 340,000 Canberrans aged 16 years and over. Participants should reflect a representative cross-section of the Canberra community including a mix of age groups, gender, Indigenous peoples and those who speak English as a second language.

Consideration should also be given to segments within the population identified as more likely to be vaccine hesitant or resistant including, but not limited to, health care workers and aged care workers yet to get vaccinated, Canberrans aged 50+ years who are partially vaccinated or waiting for alternate vaccines, CALD communities and other marginalised communities, as well as younger Canberrans aged 30 years and under who are not yet eligible to be vaccinated.

Response considerations:

The Supplier should propose a research method that best meets the project objectives within the timeframe and budget available. In doing so, the Supplier is requested to provide detailed discussion on benefits, limitations and any assumptions surrounding their recommended methodology.

In support of this method the supplier should also include the following considerations in their submission. In the response, be as concise as possible while including any and all information that your organisation wants the evaluation panel to consider. **Do not assume that the evaluation panel has any knowledge of your organisation's abilities or personnel.**

1. A detailed outline of the steps the Supplier plans to take to achieve the project objectives, alongside a comprehensive timeline to completion.
2. A description of proposed target sample and recruitment strategy, alongside a fieldwork plan and accompanying analysis and how this will provide insightful / strategic results for each stage of the research.
3. Information regarding any possible methodological constraints of the project. Evidence of quality control measures used should also be outlined, alongside contingency planning and actions proposed to mitigate against any identified project risks.
4. An overview of the Supplier's project management process, i.e. where the project will be managed from, how it will be measured, and any details of which activities (if any) will be sub-contracted to other organisations or individuals (including where external subcontracts are located, where they will be managed from, their experience and how they will be involved in the research process).
5. Any previous experience in conducting similar projects involving public health research or COVID-19 specifically should be outlined in the response to this SOR. Organisational capability of conducting segmentation projects (e.g. expertise in combined qualitative, quantitative, and advanced analytic modelling work), and directly related experience of personnel conducting the project should be detailed. Previous project outputs and/or case studies that demonstrate how an organisation has integrated findings to achieve organisational goals should also be provided alongside referees to support this work.
6. An overview of how the supplier will be in regular consultative communication with the ACT Government throughout the project should be carefully detailed.
7. An outline of all debriefs and reports should also be provided for each stage of the research.

A.A.3 (a) Standards

Individual researchers should adhere to the Research Society's Code of Professional Behaviour.

Key Performance Indicators

Ongoing performance by the Supplier will be monitored by the following KPIs:

1. Delivery of the research and report/s as agreed
2. Ability of research findings to easily inform communications regarding COVID-19 vaccine take-up across the ACT
3. Effective communication and involvement with the ACT Government
4. Adherence to key milestone timings and budget
5. Responsiveness to inquiries and corrective actions throughout project process
6. Senior personnel presence throughout project and at key meetings
7. Accurate and well-drafted reports in the required format

A.A.3 (b) Security

If interviewing is to be conducted in secured locations (such as airports) the supplier must arrange for adequate security clearances to be obtained prior to the commencement of the research. Evidence of this should be provided for verification.

A.A.3 (c) Workplace Health and Safety

See the *Territory's Standard Contract Terms* clause C.C.22.1 [*Work Health and Safety*].

A.A.3 (d) Delivery and Acceptance

See the *Territory's Standard Contract Terms* clause C.C.11 [*Delivery and Acceptance*].

Reporting Requirements

Report Type	Detailed Description	Due
Project plan	Includes project planning meeting and delivery of plan.	Once
Personas	Production of visually appealing personas.	Once
Report	The final report must be robust, analytical pieces of research and be reflective of all research stages undertaken throughout the project	Once

A.A.3 (e) Meetings

The Supplier will be required to attend to the following meetings:

Type	Positions Required	Frequency	Method
Inception meeting	Supplier representatives, ACT Government representatives	Once, immediately upon award of contract	Teleconference or face to face
Research debrief	Supplier representatives, ACT Government representatives	Once	Teleconference or face to face

A.A.3 (f) Customer Material

Copies of relevant research reports previously conducted by the ACT Government will be made available to the Supplier.

A.A.3 (g) Facilities and Assistance provided by the Customer

None specified.

A.A.4 REQUEST FOR QUOTATION (RFQ) DISTRIBUTION

This RFQ and any updates will be distributed by via eMail.

Any questions relating to this RFQ must be directed to the Customer's Contact Officer at A.A.6 David.Briant@act.gov.au

A.A.5 LODGEMENT METHOD

eMail:

Responses should be lodged via Email:

- to David.Briant@act.gov.au
- identifying the Reference Number CM2211649 in the subject line,

by the Closing Time specified in A.A.1 13 August 2021 at 2.00PM Local Canberra Time

A.A.6 CUSTOMER'S CONTACT OFFICER

For all matters relating to this RFQ, the Customer's Contact Officer will be the person occupying the position of:

Position: David Briant

Email: david.briant@act.gov.au

COMPLAINTS HANDLING

A Tenderer who wishes to make a complaint about a procurement activity must follow the process outlined in the ACT Government Supplier Complaints Management Procedure. This procedure can be accessed from the ACT Procurement website at www.procurement.gov.au.

Any complaints relating to this procurement should, in the first instance, be referred to the Customer's Contact Officer.

A.A.7 WARRANTY PERIOD (for Supplies that include Goods)

None specified.

A.A.8 INSURANCE

The Supplier should effect and maintain for the Term, all insurances required to be effected by it by law and the following insurances in the amounts stated:

- (a) Public Liability insurance with coverage in the amount of no less than \$10 million in respect of each occurrence.
- (b) For Supplies that include services, professional indemnity insurance with coverage in the amount of no less than \$10 million in the annual aggregate.
- (c) For Supplies that include goods, product liability insurance to a value of \$10 million in the annual aggregate.

The Supplier must provide evidence of the insurance if required by the Customer.

TERRITORY STANDARD TERMS OF QUOTATION

A.B.1 Background

Some terms used in this document have been given a special meaning. Their meanings are set out in the Territory Glossary of Terms.

Discrepancies, Misdescriptions, Error and Omissions

The Request for Quotation (RFQ) may contain information that may be described as data, documents, and images, prepared by Territory agencies. While that information has been formulated with care, the Customer does not warrant or represent that it is free from misdescription, error or omission.

A Potential Supplier who utilises an automatic language translation service in connection with this RFQ does so at its own risk.

Amendments to RFQ

The Customer may amend, or clarify any aspect of this RFQ, prior to the Closing Time by issuing a formal amendment to this RFQ in the same manner as the original RFQ was distributed. Such amendments or clarifications will be issued simultaneously to all Potential Suppliers, as far as practicable.

Queries and clarifications

Any queries regarding this RFQ should be addressed to the contact officer as set out in clause A.A.6 [*Customer's Contact Officer*].

Costs of Submitting a Response

No contract will be formed until executed by the Customer. The Customer, acting in good faith, may discontinue this RFQ, decline to accept any Response; decline to issue any contract; or satisfy its requirement separately from this RFQ process.

Participation in any stage of an RFQ is at the Potential Supplier's sole risk and cost.

A.B.2 Precedence of Documents

If there is inconsistency between any of the parts of this RFQ, the following order of precedence shall apply:

- (a) Request for Quotation (RFQ);
- (b) Territory Standard Terms of Quotation; and
- (c) Territory Glossary of Terms,

so that the provision in the higher ranked document will prevail to the extent of the inconsistency.

A.B.3 Customer and Reference Material

The Customer will make available the Customer's material (if any) specified in clause A.A.3(f) [*Customer Material*].

If this RFQ references any other materials, including but not limited to, reports, plans, drawings, samples or other reference material which are publicly available (including at a cost), the Potential Supplier is responsible for obtaining the referenced material and considering it in framing their Response.

A.B.4 Lodging a Response

Acknowledgement

By lodging a Response, Potential Suppliers agree that the Response will remain open for acceptance for ninety (90) calendar days from the date set out in clause A.A.1 [*Closing Time*] and to sign a Contract which incorporates the *Territory Contract Terms*.

The Customer will not be liable to the Potential Supplier on the basis of any promissory estoppel, contractual, quasi contractual

or restitutionary grounds whatsoever arising as a consequence of any matter relating or incidental to a Potential Supplier's participation in this RFQ process.

This includes instances where the Potential Supplier is not invited to participate in any subsequent process following completion of this RFQ process; the Customer varies or terminates this RFQ process; or the Customer decides not to contract for all or any of the requirements.

Price Basis, English Language and Metric Units

Potential Suppliers should submit Responses using the Response Form provided.

The Response must be in English.

Prices must be quoted in Australian currency and must show the GST exclusive price, the GST component, if any, the GST inclusive price, all other taxes, duties (including any customs duties) and any government charges imposed or levied in Australia or overseas.

All dimensions and units on plans and drawings and all references to measurements must be in metric units.

Non-Conforming Responses

A Response that:

- (a) is at variance with or does not respond to or does not fully comply with any requirement of the RFT; or
 - (b) is incomplete, cannot be read or decrypted; or
 - (c) potentially contains any virus, malicious code or anything else that might compromise the integrity or security of Tenders ACT and/or the Territory's ICT environment
- may be deemed to be non conforming.

The Territory may at its absolute discretion, in respect of a Tender that is non conforming or which has been deemed by the Territory to be non-conforming having regard to any Conditions of Tender:

- (a) reject and not further consider the Tender;
- (b) ignore any non-conformance in the Tender and assess the Tenders against the Assessment Criteria; or
- (c) if it is possible to correct the non-conformance without affecting the probity of the Tender process, permit the Tenderer to do so.

Alternative Responses

Potential Suppliers may submit Responses for alternative methods of addressing the Customer's Statement of Requirement described in this RFQ, where the option to do so was stated in this RFQ 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.

Lodgement and Closing Time

The Response must be lodged as set out in clause A.A.5 [*Lodgement Method*] prior to the A.A.1 [*Closing Time*].

Extensions and Late Response

The Customer will only agree to extensions to the Closing Time in exceptional circumstances and, if approved, the extension will apply equally to all Potential Suppliers. The Customer will not consider any Responses received after the Closing Time specified in this RFQ unless the Response is late as a consequence of the Customer's mishandling.

TERRITORY STANDARD TERMS OF QUOTATION

Further Information, Clarification and Enquiries

The Customer may, at any time prior to execution of a contract, seek clarification or additional information from, and enter into discussions and negotiations with, any or all Potential Suppliers in relation to their Responses. In doing so, the Customer will not allow any Potential Supplier to substantially tailor or amend their Response.

Improper Conduct

Potential Suppliers and their officers, employees, agents and advisors 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 RFQ process.

Conflict of Interest

Potential Suppliers must notify the Customer immediately if any actual, potential or perceived conflict of interest arises. A perceived conflict of interest is one in which a reasonable person would think that the person's judgement and/or actions may be compromised.

A.B.5 Evaluation

The Customer will evaluate Responses in accordance with the *Government Procurement Act 2001 (ACT)*, *Government Procurement Regulation 2007 (ACT)* and related Territory procurement policies, to determine the best value for money outcome for the Customer.

Threshold Assessment Criteria

The Customer will exclude from consideration any Response that does not meet clause A.A.2 [*Threshold Assessment Criteria*], if any, and the Response will not be considered for further assessment against the Comparative Assessment Criteria.

Assessment Criteria

Unless otherwise stated in an RFQ, the Customer will assess value for money, in consideration of:

- (a) the extent to which the Potential Supplier's Response meets the Customer's requirement set out in this RFQ;
- (b) the extent to which the Potential Supplier's Response demonstrates the Potential Supplier's capacity to provide the requirement;
- (c) the whole of life costs to be incurred by the Customer (noting this criterion may consider both the quoted price and any costs which the Customer would incur as a result of accepting any Potential Supplier's Response);
- (d) the risk (which may include, without limitation, financial risk and risk arising as a result of the Response being assessed as an unacceptably high risk against any Assessment Criteria); and
- (e) any other matters specified as assessment criteria in this RFQ.

Viability

If requested by the Customer, the Potential Supplier must be able to demonstrate its ability to remain viable over the Contract Term and must promptly provide the Customer with such information or documentation as the Customer reasonably requires.

Reference Checks

The Customer reserves the right to contact the Potential Supplier's referees, or any other person, directly and without notifying the Potential Supplier.

Selection of Supplier and Debrief

The Customer is under no obligation to select any Response and may vary or discontinue this RFQ process upon giving written notice to Potential Suppliers.

Upon conclusion of this RFQ assessment process the Customer may commence contract negotiations with Potential Supplier(s), however is not obliged to execute a contract with any Potential Supplier.

The Customer will notify unsuccessful Potential Suppliers of the final decision and, if requested, will debrief Potential Suppliers following the award of a contract.

A.B.6 Disclosure

Potential Suppliers acknowledge that the Territory may be required to disclose information, either under the *Freedom of Information Act 2016 (ACT)* or by the responsible Minister in the Legislative Assembly.

A.B.7 Confidentiality of Potential Supplier's Information

Potential Suppliers should note that if successful, parts of their Response may be included in a subsequent Contract. Potential Suppliers must identify any aspects of their Response or the proposed Contract that they consider should be kept confidential, including reasons.

Potential Suppliers should note that the Customer will only agree to treat information as confidential in cases that it considers appropriate.

In the absence of such an agreement, Potential Suppliers acknowledge that the Customer has the right to publicly disclose the information, in accordance with A.B.A [*Notifiable Contracts*].

A.B.8 Criminal Code

Potential Suppliers should be aware that the giving of false or misleading information to the Territory is a serious offence under section 137.1 of the schedule to the *Criminal Code Act 1995 (Cth)*.

The Potential Supplier must ensure that any intended subcontractors participating in the Potential Supplier's Response are aware of the information in this clause.

TERRITORY STANDARD TERMS OF QUOTATION

A.B.A Notifiable Contracts

Potential Suppliers must specify in writing if they believe any information in relation to this ATM is confidential and wishes that information to be treated as confidential in any potential contract.

Potential Suppliers are advised that under the *Government Procurement Act 2001* (ACT) the Territory must publish prescribed information about invoices with a value of \$25,000 (inclusive of GST) or more ("notifiable invoices") on the "Notifiable Invoices Register". Refer www.procurement.act.gov.au.

Potential Suppliers should seek their own legal advice as to the implications for them of the notifiable contracts and notifiable invoices provisions of the *Government Procurement Act 2001* (ACT).

A.B.B. Affirmative Action

The Customer will not enter into a contract with a Potential Supplier named by the Workplace Gender Equality Agency as an employer currently not complying with the *Workplace Gender Equality Act 2012* (Cth).

A.B.C Ownership of Responses

All Responses lodged in accordance with this RFQ become the property of the Territory, which may use each Response for assessment purposes.

A Potential Supplier:

- (a) retains intellectual property rights in their Response; and
- (b) authorises the Territory, subject to any other person's rights, to communicate, reproduce, use or supply the content of their Response for any purpose in respect of the assessment of their Response; and
- (c) must specify in their Response if any intellectual property or moral rights vest in an entity or a person other than the Potential Supplier, naming the entity or person, and indicating to what extent this authorisation in paragraph (b) may be limited.

A.B.D. Complaints Handling

The Potential Supplier should notify the contact officer, as set out in clause A.A.6 [*Customer's Contact Officer*], of the nature of any complaint in regard to the procurement activity.

If the Customer's Contact Officer cannot resolve the matter, the Potential Supplier will then submit a completed Supplier Complaint Form.

The contact officer will provide a written acknowledgement of the receipt of the Supplier Complaint Form within 2 business days.

A Complaint received and managed under the Territory Supplier Complaints Management Procedure will not generally stop or reverse any decision made by a Territory Entity.

TERRITORY CONTRACT TERMS

C.C.1 Background

- a) The Customer requires the provision of certain Goods and/or Services. The Supplier has fully informed itself on all aspects of the Customer's requirements and has responded representing that it is able to meet the Statement of Requirement.
- b) Some terms used in these *Territory Contract Terms* have been given a special meaning. Their meanings are set out either in the *Territory Glossary of Terms* or in the relevant Contract.
- c) In the Contract, unless a contrary intention is expressed:
 - i) references to "Supplier" include any employees, agents or subcontractors of the Supplier;
 - ii) references to legislation or to provisions in legislation include references to amendments or re-enactments of them and to all regulations and instruments issued under the legislation;
 - iii) words in the singular include the plural and vice versa;
 - iv) headings are for convenience only and do not affect the construction or interpretation of this Contract;
 - v) an obligation imposed on more than one person binds them jointly and severally; and
 - vi) the word "include" and any derivation is not to be construed as a word of limitation.

C.C.2 Relationship of the Parties:

- a) Neither party is the employee, agent, officer or partner of the other party nor, by virtue of the Contract, authorised to bind or represent the other party.
- b) The Supplier must ensure that its officers, employees, agents or subcontractors do not represent themselves as being an officer, employee, partner or agent of the Customer.
- c) In all dealings related to the Contract, the parties agree to:
 - i) communicate openly with each other and cooperate in achieving the contractual objectives; and
 - ii) act honestly and ethically; and
 - iii) comply with reasonable commercial standards of fair conduct; and
 - iv) consult, cooperate and coordinate activities to identify and address any overlapping work health and safety responsibilities aimed at ensuring the health and safety of workers and workplaces; and
 - v) comply with all reasonable directions and procedures relating to work health and safety, record keeping and security in operation at each other's premises or facilities whether specifically informed or as might reasonably be inferred from the circumstances.

C.C.3 Conflict of interest:

- a) The Supplier has either declared any real or perceived conflicts of interest that might arise; or states that no conflicts of interest exist, or are anticipated, relevant to the performance of its obligations under the Contract.
- b) If any conflict or potential conflict arises during the Contract Term, the Supplier will immediately notify the Customer and comply with any reasonable Notice given to the Supplier by the Customer in relation to the conflict. As soon as practicable, any verbal advice must be followed by written confirmation.

C.C.4 Precedence of Documents:

- a) The Contract is comprised of:
 - i) *Additional Contract Terms* (if any);
 - ii) *Territory Glossary of Terms*;
 - iii) *Territory Contract Terms*; and
 - iv) *Statement of Work*; and
 - v) *Contract Annex 1 – Supplementary information* (if any),
unless otherwise agreed in writing between the parties.
- b) If there is ambiguity or inconsistency between documents comprising the Contract, the document appearing higher in the list will have precedence.
- c) The Contract may be signed and dated by the parties on separate, but identical, copies. All signed copies constitute one (1) Contract.

C.C.5 Governing Law:

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

C.C.6 Entire Agreement:

- a) The Contract represents the parties' entire agreement in relation to the subject matter, at the time the Contract was entered.
- b) Anything that occurred before the making of the Contract shall be disregarded (unless incorporated into the Contract in writing). However, the Supplier represents that the claims made in its Response to the Request for Quotation were correct when made and remain correct.
- c) The parties agree that no agreement or understanding varying or extending the Contract will be legally binding upon either party unless in writing and agreed by both parties.
- d) If either party does not exercise (or delays in exercising) any of its contractual rights, that failure or delay will not prejudice those rights.

C.C.7 Survival:

Clauses C.C.14 (a), (b) and (c) [*Liability of the Supplier*], C.C.17 (d) and (f) [*Supplier Payments*], C.C.20 [*Transition Out*], C.C.22 [*Compliance with Territory Laws and Policies*], C.C.23 [*Access to Supplier's Premises and Records*], C.C.25 [*Non-disclosure of Customer Information*], C.C.28 [*Fraud*] and any other provisions stated as surviving termination of this Contract will survive termination or expiry of the Contract.

C.C.8 Notices:

- a) A Notice is deemed to be effected:
 - i) if delivered by hand - upon delivery to the relevant address;
 - ii) if sent by registered post - upon delivery to the relevant address; or
 - iii) if transmitted electronically - upon actual delivery as evidenced by a delivery receipt by the addressee.
- b) 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.

C.C.9 Assignment:

- a) The Supplier may not assign any rights under the Contract without the Customer's written consent. To seek consent, the Supplier must provide the Customer with a



TERRITORY CONTRACT TERMS

Notice, which includes full details of the proposed assignee and the rights the Supplier proposes to assign.

- b) To decline consent, the Customer must provide a Notice to the Supplier, setting out its reasons, within twenty-eight (28) calendar days of receiving the Notice seeking consent. Otherwise, the Customer is taken to have consented.

C.C.10 Subcontracting:

- a) Subcontracting any part of, or the entire Supplier's obligations under the Contract, will not relieve the Supplier from any of its obligations under the Contract.
- b) The Supplier must ensure that Subcontractors specified in Item C.A.6 [Subcontractors] (if any) perform that part of the Services Specified in that item. Unless otherwise agreed by the Customer (in writing) the Supplier must not subcontract any part of its obligations under the Contract other than to Subcontractors named in Item C.A.6.
- c) The Supplier must ensure that specified Subcontractors in Item C.A.6 [Subcontractors] (if any) are not replaced without the prior written consent of the Customer. The Customer's written consent will not be unreasonably withheld.
- d) The Supplier must make available to the Customer the details of all Subcontractors engaged to provide the Goods and/or Services under the Contract. The Supplier acknowledges that the Customer may be required to publicly disclose such information.
- e) The Supplier must ensure that any subcontract entered into by the Supplier, for the purpose of fulfilling the Supplier's obligations under the Contract, imposes on the Subcontractor the same obligations that the Supplier has under the Contract (including this requirement in relation to subcontracts).
- f) At the Customer's request, the Supplier, at no additional cost to the Customer, must promptly remove from involvement in the Contract any Subcontractor that the Customer reasonably considers should be removed.

C.C.11 Delivery and Acceptance:

- a) The Supplier must provide the Goods and/or Services as specified in the *Statement of Work* and meet any requirements and standard specified in the *Statement of Work*.
- b) The Supplier must promptly notify the Customer if the Supplier becomes aware that it will be unable to provide all or part of the Goods and/or Services specified in Item C.A.2(d) [Delivery and Acceptance] and advise the Customer when it will be able to so.
- c) Any Goods must be delivered at the times and to the places detailed in Item C.A.2(d) [Delivery and Acceptance], free from any security interest. Unless otherwise stated in the Contract, Goods must be new and unused. Any Services must be provided to the higher of the standard that would be expected of an experienced, professional supplier of similar services and any standard specified in the *Statement of Work*.
- d) The Customer may reject the Goods and/or Services within fourteen (14) calendar days after delivery or such longer period specified in the *Statement of Work* at Item C.A.2(d) [Delivery and Acceptance], if the Goods and/or Services do not comply with the requirements of the Contract ("Acceptance Period").

- e) If during the Acceptance Period circumstances outside the Customer's reasonable control cause a delay in the Customer's evaluation of the compliance of the Goods and/or Services with the Contract, the Customer may give the Supplier a Notice before the end of the original Acceptance Period, setting out the reason for the delay and the revised Acceptance Period date (which must be reasonable having regard to the circumstances causing the delay).
- f) If the Customer does not notify the Supplier of rejection within the Acceptance Period (as extended if applicable) the Customer will be taken to have accepted the Goods and/or Services, though the Customer may accept the Goods and/or Services sooner. Title to Goods transfers to the Customer only on acceptance.
- g) If the Customer rejects the Goods and/or Services, the Customer must issue a Notice clearly stating the reason for rejection and the remedy the Customer requires. No payment will be due for rejected Goods and/or Services until their acceptance.
- h) If requested by the Customer, the Supplier must provide the Customer with evidence to the Customer's satisfaction that the Goods are free of any encumbrance including any security interest.
- i) The Supplier bears all risks for and associated with the Goods and their delivery to the Customer until the Goods have been delivered to and accepted by the Customer and (if required in the *Statement of Work*) installed and/or commissioned, including but not limited to insurance for the full replacement value of the Goods.

C.C.12 Licences Approvals and Warranties:

- a) During the Warranty Period for the Goods the Supplier must without delay and at no cost to the Customer correct all defects in the Goods by way of repair, replacement or such other means acceptable to the Customer. The Supplier is liable for all costs incidental to the discharge of the warranty in this clause C.C.12(a) and any other warranty given in respect of the Goods, including any packaging, freight, disassembly and reassembly costs.
- b) The Supplier warrants that no virus, worm, or other malicious code will be introduced into the Customer's systems as a result of the provision of any Goods and Services by the Supplier.
- c) At no cost to the Customer, the Supplier must obtain and maintain all Intellectual Property Rights, licences or other approvals required for the lawful provision of the Goods and/or Services and arrange any necessary customs entry for any Goods.
- d) The Supplier must provide the Customer with all relevant third party warranties in respect of Goods. If the Supplier is a manufacturer, the Supplier must provide the Customer with all standard manufacturer's warranties in respect of the Goods it has manufactured and supplied.
- e) To the extent permitted by law and for the benefit of the Customer, the Supplier consents, and must use its best endeavours to ensure that each author of Material consents in writing, to the use by the Customer of the Material, even if the use may otherwise be an infringement of their Intellectual Property Rights and/or Moral Rights.

TERRITORY CONTRACT TERMS

- f) The Customer owns the Intellectual Property Rights in the Customer Material and the Material.
- g) To the extent the Supplier or a third party holds any Intellectual Property Rights in any Pre-Existing Material, the Supplier grants to the Customer a royalty free, irrevocable, non-exclusive licence to enable the Customer to exercise full rights and interest in the Intellectual Property Rights in the Pre-Existing Material, including a right to sublicense. 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.
- h) The Customer grants to the Supplier a non-exclusive, royalty free licence for the term of the Contract to exercise the Intellectual Property Rights in the Material and the Customer 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.
- i) Intellectual Property Rights in Goods provided under the Contract, and pre-existing Intellectual Property Rights of the Supplier will not change as a result of the Contract.
- C.C.13 Specified Personnel:**
- a) The Supplier must ensure that the Specified Personnel set out in Item C.A.5 [Specified Personnel] (if any) perform the part of the Services specified in that item. The Supplier must ensure that Specified Personnel (if any) are not replaced without the prior written consent of the Customer. The Customer's written consent will not be unreasonably withheld.
- b) At the Customer's reasonable request, the Supplier, at no additional cost to the Customer, must as soon as reasonably practicable replace any Specified Personnel that the Customer reasonably considers:
- is not performing the Supplier's obligations under the Contract to the standard or within the timeframe reasonably required by the Customer;
 - is not a fit and proper person; or
 - is not suitably qualified to perform the Services.
- c) Any Specified Personnel must be replaced with personnel that are acceptable to the Customer.
- C.C.14 Liability of the Supplier:**
- a) The Supplier indemnifies the Customer, its employees and agents against liability in respect of any claims, costs and expenses and for all loss, damage, injury or death to persons or property caused by the Supplier, its employees, agents or subcontractors in connection with its obligations or representations under the Contract.
- b) The Supplier's obligation to indemnify the Customer, its employees and agents will reduce proportionally to the extent that any act or omission, on the part of the Customer, its employees or agents contributed to the claim, loss or damage.
- c) The parties acknowledge the Supplier's liability under this clause may be limited under a scheme operating under Schedule 4 of the *Civil Law (Wrongs) Act 2002* (ACT), or any corresponding State, Territory or Commonwealth legislation, that limits the civil liability of members of particular professions arising from the performance of their professional services, where the Supplier is a member of that scheme, and where that scheme applies to the Goods and/or Services delivered under the Contract.
- d) The Supplier must effect and maintain during the Contract Term all insurances required by law, and insurances in amounts not less than the amounts (if any) specified in Item C.A.8 [Insurances] with a Prescribed Insurer and provide the Customer with proof when reasonably requested
- C.C.15 Termination or Reduction for Convenience:**
- a) In addition to any other rights either party has under the Contract, the Customer acting in good faith, may at any time terminate the Contract or reduce the scope or quantity of the Goods and/or Services, by providing a Notice to the other party.
- b) If the Customer issues a Notice under this clause, the Supplier must stop or reduce work in accordance with the Notice and comply with any reasonable directions given by the Customer.
- c) The Supplier must mitigate all loss and expenses in connection with the termination or reduction in scope (including the costs of its compliance with any directions).
- d) The Customer will pay the Supplier for Goods and/or Services accepted in accordance with clause C.C.11 [Delivery and Acceptance] and Item C.A.2(d) [Delivery and Acceptance] before the effective date of termination or reduction.
- e) If the Customer issues a Notice under this clause, the Customer will also pay the Supplier for any reasonable costs the Supplier incurs that are directly attributable to the termination or reduction, provided the Supplier substantiates these costs to the satisfaction of the Customer.
- f) Under no circumstances will the total of all payments to the Supplier exceed the Contract Price. The Supplier will not be entitled to loss of anticipated profit for any part of the Contract not performed.
- C.C.16 Termination for Cause:**
- a) The Customer may terminate the Contract in whole or in part if:
- the Supplier does not deliver the Goods and/or Services as specified in the Contract, or notifies the Customer that the Supplier will be unable to deliver the Goods and/or Services as specified in the Contract;
 - the Customer rejects the Goods and/or Services in accordance with clause C.C.11 [Delivery and Acceptance] and the Goods and/or Services are not remedied as required by the Notice of rejection;
 - the Supplier breaches a material term of the Contract and the breach is not capable of remedy;
 - the Supplier does not remediate a material breach of the Contract which is capable of remediation within the period specified by the Customer in a Notice of default issued to the Supplier; or
- b) Subject to complying with any requirements in the *Corporations Act 2001* (Cth), the Customer may issue a Notice to terminate this Contract, in whole or in part, if the Supplier:
- is unable to pay all its debts when they become due;

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- ii) if incorporated – has a liquidator, receiver, administrator or other controller appointed or an equivalent appointment is made under legislation other than the *Corporations Act 2001* (Cth); or
 - iii) if an individual – becomes bankrupt or enters into an arrangement under Part IX or Part X of the *Bankruptcy Act 1966* (Cth).
- c) Termination of the Contract under this clause does not change the Customer's obligation to pay any Correctly Rendered Invoice.
- C.C.17 Supplier Payments:**
- a) The Customer must pay the Supplier the Contract Price following its receipt of a Correctly Rendered Invoice and otherwise in accordance with Item C.A.3 [Contract Price and Payment] of the *Statement of Work*.
 - b) The Supplier must promptly provide to the Customer such supporting documentation and other evidence reasonably required by the Customer to substantiate performance of the Contract by the Supplier.
 - c) Payment of any invoice is payment on account only, and does not substantiate performance of the Contract.
 - d) If the Supplier owes any amount to the Customer in connection with the Contract or any other contract between the parties or between the Supplier and any other Territory entity as defined in section 3(1) of the *Procurement Act*, the Customer may offset that amount, or part of it, against its obligation to pay any Correctly Rendered Invoice.
 - e) Except if otherwise stated in this Contract, the Contract Price is:
 - i) payable within 30 days of receipt by the Customer of a Correctly Rendered Invoice;
 - ii) inclusive of GST and all other taxes, duties and charges; and
 - iii) inclusive of all disbursements, including out of pocket expenses incurred by the Supplier.
 - f) If, after payment, any invoice is found to have been incorrectly rendered, any underpayment or overpayment will be recoverable by or from the Supplier as the case may be and, without limiting recourse to other available remedies, may be offset against any amount subsequently due by the Customer to the Supplier under the Contract.
- C.C.18 Dispute Resolution:**
- a) For any dispute arising under the Contract both the Supplier and the Customer agree to comply with (i) to (iv) of this clause sequentially:
 - i) both Contract Managers will try to settle the dispute by direct negotiation;
 - ii) if unresolved, the Contract Manager claiming that there is a dispute will give the other Contract Manager a Notice setting out details of the dispute and proposing a solution;
 - iii) if the proposed solution is not accepted by the other Contract Manager within five (5) Business Days, each Contract Manager will nominate a more senior representative, who has not had prior direct involvement in the dispute. These representatives will try to settle the dispute by direct negotiation;
 - iv) failing settlement within a further ten (10) Business Days, the Customer will, without delay, refer the dispute to an appropriately qualified mediator selected by the Customer or, at the Customer's discretion, to the chairperson of an accredited mediation organisation to appoint a mediator, for mediation to commence within fifteen (15) Business Days of the request.
 - b) Representatives for the Supplier and the Customer must attend the mediation. The nominated representatives must have the authority to bind the relevant party and act in good faith to genuinely attempt to resolve the dispute.
 - c) The Customer and the Supplier will each bear their own costs for dispute resolution. The Customer will bear the costs of a mediator.
 - d) If the dispute is not resolved within thirty (30) Business Days after mediation commences, either the Supplier or the Customer may commence legal proceedings.
 - e) Despite the existence of a dispute, the Supplier will (unless requested in writing by the Customer not to do so) continue their performance under the Contract.
 - f) This procedure for dispute resolution does not apply to action relating to clause C.C.16 [Termination for Cause] or to legal proceedings for urgent interlocutory relief.
- C.C.19 Transition In:**
- The Supplier must perform all tasks reasonably required to facilitate the smooth transition of the provision of the Goods and/or Services from any outgoing supplier to the Supplier.
- C.C.20 Transition Out:**
- If the Contract expires or is terminated under clause C.C.16 [Termination for Cause] the Supplier must comply with any reasonable directions given by the Customer in order to facilitate the smooth transition of the provision of the Goods and/or Services to the Customer or to another supplier nominated by the Customer.
- C.C.21 Compliance with Laws:**
- The Supplier must comply with the laws from time to time in force in any jurisdiction in which any part of the Contract is performed.
- C.C.22 Compliance with Territory Laws and Policies:**
- a) The Supplier must comply with, and ensure its officers, employees, agents and subcontractors comply with all laws and Territory policies relevant to the Goods and/or Services.
 - b) Without limiting clause C.C.22(a), if the Supplier becomes aware of any actual or suspected breach of the requirements set out in clauses A to H below, it must:
 - i) immediately report it to the Customer and provide a written report on the matter within five (5) Business Days; and
 - ii) comply with any reasonable directions by the Customer in relation to any investigation or further reporting of the actual or suspected breach.
- C.C.23 Access to Supplier's Premises and Records:**
- a) The Supplier must maintain proper business and accounting records relating to the supply of the Goods and/or Services and performance of the Contract.



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- b) Without limiting the powers of the Territory's Auditor-General under the *Auditor-General Act 1996 (ACT)*, the Supplier agrees to provide to the Customer, or its nominee, access to the Supplier's, or its Subcontractor's premises, personnel, documents and other records, and all assistance reasonably requested, for any purpose associated with the Contract or any audit or review of the Supplier's or the Customer's performance under the Contract, including (but not limited to) in connection with a request made under the *Freedom of Information Act 1982 (Cth)* or *Freedom of Information Act 2016 (ACT)*.
- c) The Supplier must act reasonably to cooperate with persons authorised to conduct an audit or checks and allow the Customer (at the Customer's expense) to take copies of all relevant records.
- d) The Supplier must not transfer, or permit the transfer of, custody or ownership, or allow the destruction, of any Territory record (as defined in the *Territory Records Act 2002 (ACT)*) without the prior written consent of the Customer. All Territory records, including any held by subcontractors, must be returned to the Customer at the conclusion of the Contract.
- C.C.24 Information Privacy Act Requirements:**
- a) In respect of any Personal Information held in connection with the Contract, the Supplier must:
- comply with the *Territory Privacy Principles (TPPs)* and any applicable TPP Code and must not (and procure that any subcontractor engaged by the Supplier does not) act or engage in a practice that breaches a TPP or a TPP Code; and
 - co-operate with any reasonable requests or directions of the Customer arising directly from, or in connection with, the exercise of the functions of the Information Privacy Commissioner under the Information Privacy Act.
- C.C.25 Non-Disclosure of Customer Information:**
- a) The Supplier must:
- use Customer Information held in connection with this Contract only for the purposes of fulfilling its obligations under this Contract;
 - not transfer Customer Information held in connection with this Contract outside the Territory, or allow any person (other than its authorised personnel) outside the Territory to have access to it, without prior written approval of the Customer; and
 - notify the Customer immediately if the Supplier becomes aware that a disclosure of Customer Information may be required by law or any unauthorised disclosure of Customer Information has occurred.
- b) Other than as provided in the Contract, the Supplier must not disclose to any person, other than the Customer, any Customer Information, without prior written approval from the Customer. This obligation will not be breached where the Customer Information is:
- required or authorised to be disclosed by law or a stock exchange;
 - disclosed to the Supplier's solicitors, auditors, insurers or advisers;
 - publicly available (other than through breach of a confidentiality or non-disclosure obligation); or
- iv) in the possession of the Supplier without restriction in relation to disclosure before the date of receipt from the Customer.
- c) The Customer may at any time require the Supplier to arrange for its employees, agents or subcontractors to give a written undertaking relating to nondisclosure of the Customer's confidential information in a form acceptable to the Customer.
- C.C.26 Security and Safety:**
- a) When accessing any Territory place, area or facility, the Supplier must comply with any security and safety requirements notified to the Supplier by the Customer or of which the Supplier is, or should reasonably be aware. The Supplier must ensure that its officers, employees, agents and subcontractors are aware of, and comply with, such security and safety requirements.
- b) The Supplier must ensure that all information, material and property provided by the Customer for the purposes of the Contract is protected at all times from unauthorised access, use by a third party, misuse, damage and destruction and is returned as directed by the Customer.
- C.C.27 Criminal Code:**
- a) The Supplier acknowledges that the publication or communication of any fact or document by a person which has come to its knowledge or into its possession or custody by virtue of the performance of the Contract (other than to a person to whom the Supplier is authorised to publish or disclose the fact or document) may be an offence under section 153 of the *Crimes Act 1900 (ACT)*. The Supplier must ensure that any subcontractor engaged in connection with the Contract is aware of the information contained in this clause.
- C.C.28 Fraud:**
- a) For the purposes of this clause, Fraud means dishonestly obtaining a benefit from the Territory or causing a loss to the Territory by deception or other means.
- b) The Supplier must take all reasonable steps to prevent and detect Fraud in relation to the performance of the Contract. The Supplier acknowledges the occurrence of Fraud will constitute a breach of the Contract.
- c) If an investigation finds that the Supplier or its employees have committed Fraud, or the Supplier has failed to take reasonable steps to prevent Fraud by an employee or subcontractor, the Supplier must reimburse or compensate the Customer in full.
- C.C.29 Taxation:**
- a) The Supplier agrees to comply, and to require its subcontractors to comply, with all applicable laws relating to taxation.
- C.C.30 Confidential Text under the Procurement Act:**
- a) In giving effect to the principles of open and accountable government, the Customer may disclose documents and information unless it has otherwise agreed, or is otherwise required under law, to keep the information confidential. In accordance with those principles, this Contract may be a notifiable contract under the Procurement Act and, if so, the Customer will be required to make the text of this Contract available to the public, including by publication on a contracts register.

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- b) If Item C.A.9 [CONFIDENTIAL TEXT UNDER THE GOVERNMENT PROCUREMENT ACT 2001 (ACT)] states that this Contract is a notifiable contract under the Procurement Act, the grounds on which the text is confidential are set out in Item C.A.9 and clause C.C.30 (c) applies.
- c) Except as provided in this Contract, the Customer must not disclose confidential text specified in the Contract to any person without the prior written consent of the Supplier (which consent will not be unreasonably withheld) except to the extent that the confidential text:
- v) is required or authorised to be disclosed under law;
 - vi) is reasonably necessary for the enforcement of the criminal law;
 - vii) is disclosed to the Territory's solicitors, auditors, insurers or advisers;
 - viii) is generally available to the public;
 - ix) is in the possession of the Territory without restriction in relation to disclosure before the date of receipt from the Supplier;
 - x) is disclosed by the responsible Minister in reporting to the Legislative Assembly or its committees; or
 - xi) is disclosed to the ombudsman or for a purpose in relation to the protection of public revenue.
- C.C.31 Work Health and Safety**
- a) The Supplier must comply with the WHS Legislation and ensure all work is carried out safely and in a manner that does not put the health and safety of persons at risk.
 - b) The Supplier must comply with its duty under the WHS Legislation to consult, cooperate and coordinate activities with all persons who have a work health and safety duty in relation to the same matter.
 - c) The Supplier must exercise a duty of utmost good faith to the Customer in carrying out the work under this Contract to enable the Customer to discharge the Customer's duties under the WHS Legislation .
 - d) The Supplier must provide the Customer with a written report on all work health and safety matters referable to the conduct of the Services or provision of the Goods if requested.
 - e) Without limiting the above, the Supplier must comply with any additional obligations set out in Item C.A.2(c) (if any).

TERRITORY GLOSSARY OF TERMS

The following definitions apply unless the context otherwise requires, a reference to:

- (a) an Item in the form A.A.[x] – is a reference to an item in the **Territory Request for Quotation**;
- (b) an Item in the form A.B.[x] – is a reference to an item in the **Territory Standard Terms of Quotation**;
- (c) an Item in the form A.C.[x] – is a reference to an item in the **Draft Additional Contract Terms**;
- (d) an Item in the form C.A.[x] – is a reference to an item in the **Statement of Work**;
- (e) a clause in the form C.B.[x] – is a reference to a clause in the **Additional Contract Terms**; and
- (f) a clause in the form C.C.[x] – is a reference to a clause in the **Territory Contract Terms**.

A reference to legislation or to provisions in legislation, include references to amendments or re-enactments of them and to all regulations and instruments issued under the legislation.

“Acceptable Quality” means quality of goods that is:

- (a) fit for all the purposes for which goods of that kind are commonly supplied;
- (b) acceptable in appearance and finish;
- (c) free from defects;
- (d) delivered at the times to the places detailed in the *Statement of Work*;
- (e) safe; and
- (f) durable,

as the Customer, acting reasonably and being fully acquainted with the state and conditions of the goods (including any hidden defects of the goods), would regard as being acceptable having regard to the following matters:

- (g) the nature of the goods;
- (h) the price of the goods (if relevant);
- (i) any statements made about the goods on any packaging or label on the goods;
- (j) any representation made about the goods by the Supplier; and
- (k) any other relevant circumstances relating to the supply of the goods.

“Acceptance Period” has the meaning given in clause C.A.2(d) [*Delivery and Acceptance*], if specified.

“Acceptance Tests” has the meaning given in clause C.A.2(d) [*Delivery and Acceptance*].

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

“Business Day” means any day between Monday to Friday and not including any official public holidays in the Australian Capital Territory.

“Canberra Region” means the area comprising the Australian Capital Territory and the NSW Member Councils including Bega Valley, Eurobodalla, Goulbourn-Mulwaree, Hilltops, Queanbeyan-Palerang, Snowy Monaro, Upper Lachlan, Wingecarribee and Yass Valley.

“Confidential Text” means any text of this Contract that, for the purposes of the Procurement Act, either party proposes should not be published and which is specified in clause C.A.9 [*Confidential Text under the Government Procurement Act 2001 (ACT)*] as being Confidential Text.

“Contract” means an agreement for the provision of Goods and/or Services comprising the documentation specified in clause C.C.A [*Precedence of Documents*].

“Contract Manager” means the contract manager for the Customer and/or Supplier (as relevant) specified in the Contract.

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

“Contract Term” has the meaning given in Item C.A.1 [*Key Events and Dates*].

“Correctly Rendered Invoice” means an invoice that:

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

“Customer” means the party specified in a Contract as a Customer and, unless a contrary intention is expressed, references to “Customer” include any employees, agents or subcontractors of the Customer.

“Customer Information” the kind of information that:

- (a) is or relates to documents, submissions, consultations, policies, strategies, practices and procedures of the Customer which are by their nature confidential;
- (b) is notified (whether in writing or not) by the Customer to the Supplier as being confidential; or
- (c) is Personal Information,

but does not include information that:

- (d) is or becomes public knowledge other than by breach of a Contract;
- (e) has been independently developed or acquired by the Supplier; or
- (f) has been notified by the Customer to the Supplier as not being confidential.

“Customer Material” means any material provided by the Customer to the Supplier for the purposes of this Contract including documents, equipment, information and data stored by any means, including, without limitation, any specified in Item C.A.2(g) in the *Statement of Work*.

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

TERRITORY GLOSSARY OF TERMS

"Draft Additional Contract Terms" means the terms and conditions set out in the section of the Request for Quotation with the heading "Draft Additional Contract Terms".

"Goods and Services" means:

- (a) the Goods, Services or Goods and Services and any Material specified in the Contract; and
- (b) all such incidental Goods and Services that are reasonably required to achieve the purpose of the Customer specified in the Contract.

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

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

"Information Privacy Act" means the *Information Privacy Act 2014* (ACT).

"LIPP" means the Territory's Local Industry Participation Policy.

"Local" means located within the Canberra Region, recognising constraints on application arising from the Territory's participation in inter-jurisdictional procurement and trade agreements.

"Intellectual Property Rights" means all intellectual property rights which may subsist in Australia or elsewhere, whether or not they are registered or capable of being registered.

"Material" means any material brought into existence as 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 in writing, from one Contract Manager and delivered to the other Contract Manager, at the postal address, or email address, or facsimile number set out in the Contract or as notified from time to time.

"Personal Information" has the meaning set out in the Information Privacy Act.

"Potential Supplier" means a Respondent.

"Pre-Existing Material" means all material in existence at the date of this Contract and used by the Supplier for the purpose of providing the Goods and/or Services, including documents, information and data stored by any means.

"Prescribed Insurer" means an insurer that is authorised by the Australian Prudential Regulation Authority to conduct new or renewal insurance business in Australia and rated at AA or better by Standard and Poor's.

"Procurement Act" means the *Government Procurement Act 2001* (ACT).

"Requirement" means:

- (a) when used in the Request for Quotation, the Goods and Services described in A.A.2 [*The Requirement*]; and
- (b) when used in the Territory Contract Terms, the Goods and Services described in the section of the *Statement of Work* with the heading "The Supplies".

"Respondent" means the legal entity that submits a response to a Request for Quotation.

"Response" means a quotation lodged by a respondent in response to a Request for Quotation.

"RFQ" means a Request for Quotation.

"SME" means Small to Medium Enterprise as defined by the Australian Bureau of Statistics (ABS) as businesses employing less than 200 people, or in accordance with the ABS Estimated Value of Agricultural Operations.

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

"Statement of Requirement" means the statement of the Customer's requirement issued in the approach to the market for the Goods and/or Services (howsoever named).

"Statement of Work" means the section of the Contract, as the case may be, with the heading "Statement of Work".

"Supplier" means a party specified in a Contract as a Supplier and, unless a contrary intention is expressed, references to "Supplier" include any employees, agents or subcontractors of the Supplier.

"Supplies" has the same meaning as Goods and Services.

"Support Material" is Pre-Existing Material specified as support material in the *Statement of Work* (if any).

"Territory" means, when used in a geographical sense the Australian Capital Territory, when used in any other sense the body politic established under the *Australian Capital Territory (Self-Government) Act 1988* (Cth).

"TPPs" means the Territory Privacy Principles provided for in section 13, and set out in Schedule 1, of the Information Privacy Act.

"TPP Code" means a code of practice about information privacy which, having regard to section 21(1) and (3) of the Information Privacy Act, binds an agency that engages the Supplier in the provision of the Goods and/or Services.

"Warranty Period" means the period of warranty for the Goods specified in Item C.A.7 in the *Statement of Work* or, if no warranty period is specified, 90 days from the date of acceptance of the Goods by the Customer in accordance with clause C.C.11 [*Delivery and Acceptance*].

"WHS Legislation" means:

- (a) the *Work Health and Safety Act 2011* (ACT);
- (b) the *Work Health and Safety Regulation 2011* (ACT);
- (c) all instruments issued under the *Work Health and Safety Act 2011* (ACT) or the *Work Health and Safety Regulation 2011* (ACT);
- (d) all laws that replace the above laws; and
- (e) all other laws applicable in the Australian Capital Territory dealing with work health and safety matters.