



From: Briant, David <David.Briant@act.gov.au>
Sent: Friday, 6 August 2021 11:28 AM
To: O'Donoghue, Kathy (TSPER) <> **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 [2.2\(a\)\(ii\)](tel:0262052402) 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: +61 [2.2\(a\)\(ii\)](tel:0262052402) | 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



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From: "Donovan, Craig (KT)" <>
Sent: 17/08/2021 6:43 AM
To: "Briant, David" <David.Briant@act.gov.au>
Cc: "O'Donoghue, Kathy (TSPER)" <>; "Morgan, Hannah (KT)" <>
Subject: HPE CM: RE: HPE CM: RE: Invitation to provide a quotation - CM2211649 - Kantar Public response

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.

Thanks David

I appreciate the update – I'd assumed that your priorities might have shifted around, and completely understand that your timelines will have been unavoidably impacted by a need to respond to the early stages of the current lockdown.

I'll await your advice in due course – we're really keen to work with the Directorate on this project, and even if the commissioning is delayed somewhat, I can confirm we've still got sufficient capacity in house, through our large national team, to be able to deliver against your objectives.

Cheers

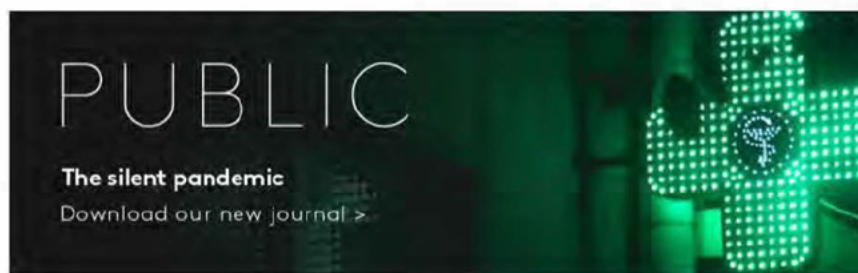
Craig

KANTAR PUBLIC

Craig Donovan

National Director, Federal Government
Kantar Public Australia

M 2.2(a)(ii)



From: Briant, David <David.Briant@act.gov.au>
Sent: Tuesday, 17 August 2021 4:23 PM
To: Donovan, Craig (KT) <>
Cc: O'Donoghue, Kathy (TSPER) <>; Morgan, Hannah (KT) <>
Subject: RE: HPE CM: RE: Invitation to provide a quotation - CM2211649 - Kantar Public response

UNOFFICIAL

Hi Craig,

I just wanted to let you now that we are yet to make a decision regarding the RFQ (CM2211649). As you can appreciate, the evolving situation in the ACT has forced us to revise our timelines. My apologies for any inconvenience. I will be in touch with an update as soon as possible.

Please feel free to contact me if you have any questions.

Kind regards,

David Briant | Director, Research and Insights

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

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From: Donovan, Craig (KT) <>

Sent: Friday, 13 August 2021 5:00 PM

To: Briant, David <David.Briant@act.gov.au>

Cc: O'Donoghue, Kathy (TSPER) <>; Morgan, Hannah (KT) <>

Subject: RE: HPE CM: RE: Invitation to provide a quotation CM2211649 Kantar Public response

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Hi David

Thank you again for this brief. Kantar Public is delighted to have been considered for this very important consultancy, which is literally "close to home" to a number of the project team (including myself) who work out of our Canberra office. We are used to doing projects in tight timeframes to support strategic communications and policy planning, and have assembled an expert project team who are ready to commence next week, if our offer of services is accepted.

Our detailed proposal is attached, along with a recent Kantar Public Global COVID barometer report (which is provided for reference)

We are confident we have addressed every element of your brief, however if there are any matters of clarification, please do not hesitate to contact myself or Kathy.

Cheers

Craig

KANTAR PUBLIC

Craig Donovan

National Director, Federal Government
Kantar Public Australia

M 2.2(a)(ii)



From: Briant, David <David.Briant@act.gov.au>
Sent: Thursday, 12 August 2021 8:12 PM
To: O'Donoghue, Kathy (TSPER) <>
Cc: Donovan, Craig (KT) <>
Subject: RE: HPE CM: RE: Invitation to provide a quotation CM2211649

UNOFFICIAL

Hi Kathy and Craig,

Given the evolving situation in the ACT, we are happy to offer an extension until 5pm tomorrow to submit your proposal. Please let me know if you have any other questions.

Kind regards,

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Phone: (02) 6205 2402 | **Mobile:** +61 2.2(a)(ii) | **Email:** David.Briant@act.gov.au
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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: HPE CM: RE: Invitation to provide a quotation - CM2211649

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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
M 2.2(a)(ii)
VOIP 734330

EA Libby Liguet
E 2.2(a)(ii)@kantar.com
T 07 3011 0000

www.kantar.com/public



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From: "Briant, David"
Sent: 18/08/2021 3:11 AM
To: "Donovan, Craig (KT)" <>
Cc: "Stafford, Neil" <Neil.Stafford@act.gov.au>
Subject: HPE CM: RE: HPE CM: RE: Invitation to provide a quotation CM2211649 Kantar Public response
Attachments: DRAFT Short Form Contract with Kantar Public.docx

UNOFFICIAL

Hi Craig,

Thank you for submitting a Quotation in response to the above Request for Quotation.

The Australian Capital Territory (Territory) would like to inform you that your quotation has been successful. Subject to final agreement between both parties, we look forward to starting work shortly.

I have attached a draft short form contract for delivery of goods and services between \$25,000 and \$200,000. Could you please review the contract including the general conditions of contract (pages 5-7).

If you are then happy to proceed, please remove my comments and arrange for it to be signed by the appropriate Kantar representatives (page 3) and return to me to be countersigned by the ACT Government.

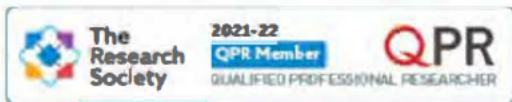
I will be the contract manager and primary point of contact for this project along with my colleague Neil Stafford (CC'd). If you wish to discuss anything, please contact me via email or call 2.2(a)(ii).

Kind regards,

David Briant | Director, Research and Insights

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

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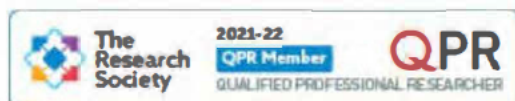
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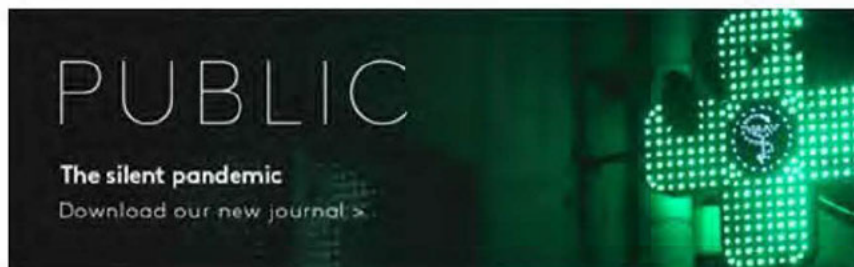
KANTAR PUBLIC

Kathy O'Donoghue
Co-Chief Executive Officer
APAC

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EA Libby Liguette
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SHORT FORM CONTRACT
for Goods and/or Services - \$25,000 and \$200,000

DATE: 18/08/2021

PARTIES AND ADDRESSES FOR SERVICE OF NOTICES

Procurement Reference Number:	CM2211649
Contract Number:	CM2211649

Territory

Name:	AUSTRALIAN CAPITAL TERRITORY established under the <i>Australian Capital Territory (Self-Government) Act 1988</i> (Cth) represented by Chief Minister, Treasury & Economic Development Directorate (Territory).		
Address:	Level 5, 220 London Circuit, Canberra City		
Territory Contract Manager:	David Briant, Director Research & Insights	Ph: (02) 6205 2402	Email: David.Briant@act.gov.au

Supplier

Name:	Kantar Public Australia Pty Ltd (Supplier)		
ABN/ACN/ARBN:	38 000 601 221		
Address:	30 Hickson Rd, Millers Point NSW 2000		
Supplier Contract Manager:	Craig Donovan	Ph: 2.2(a)(ii)	Email: 2.2(a)(ii)

Commented [BD1]: Personnel details to be confidential text

1 – TERM

The commencement date is 18/08/2021 or when this Contract is signed by the second party, whichever is the later. The term of this Contract is 2 months from the commencement date.

2 – THE SERVICES

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).

The services provided by Kantar Public will involve both quantitative and qualitative research methods including sampling and recruitment of participants, fieldwork and analysis. Outputs will include workshops and briefings, summary reports, detailed personas and final report as detailed in the quotation provided by Kantar Public.

3 – TIMING AND DELIVERY DATES

The Services must be provided during the period commencing 18/08/2021 and ending 18/10/2021 although specific delivery dates will be agreed upon as part of initial discussions with Kantar Public.

4 – DELIVERY LOCATION AND INSTRUCTIONS (FOR SUPPLIES THAT INCLUDE GOODS)

The delivery location (if applicable): Not applicable

5 – CONTRACT PRICE AND PAYMENT

The Contract Price is \$161,425 (including GST). It is payable in instalments in accordance with the following table. Clause 2 of Attachment B - *General Conditions of Contract* applies.

Commented [BD2]: Kantar have requested pricing to confidential text although we are obliged to include the total contract value.

Instalment	Amount of Instalment (including GST)	Milestone/ Deliverable	Date for Completion of Milestone/ Deliverable
1	\$49,500	Phase 1: Formative research	10/09/2021
2	\$55,000	Phase 2: Validation/measurement research (inc. segmentation)	01/10/2021
2	\$56,925	Phase 3: Pressure testing and optimisation	18/10/2021

6 – WARRANTY PERIOD (FOR SUPPLIES THAT INCLUDE GOODS)

Not applicable.

7 – CONFIDENTIAL TEXT under the Government Procurement Act 2001 (ACT)

This is a notifiable contract (a contract that is \$25,000 or more in total value (including GST)) and must be made publicly available on the Territory's Contracts Register (with confidential text removed). Please note that delegate approval may be required in relation to the removal of confidential text from the public text version of the contract. If so, this approval should be obtained prior to the execution of the contract or the notification of the contract on the Territory's Contracts Register. For general information about confidential text, please refer to http://www.procurement.act.gov.au/__data/assets/pdf_file/0007/259576/PC16.pdf

This Contract is a notifiable contract for the purposes of the Procurement Act and confidential text, and the grounds on which this text is confidential is set out below. Clause 9 of Attachment B - *General Conditions of Contract* applies.

Text of this contract considered to be Confidential Text	Applicable grounds under section 35(1) Procurement Act
Specified Personnel	Be an unreasonable disclosure of personal information
All details of Kantar's proposed methodologies and approaches	The information has a commercial value that would be, or could reasonably be expected to be destroyed or diminished if the information were disclosed
All disaggregated and component parts of Kantar's pricing	The information has a commercial value that would be, or could reasonably be expected to be destroyed or diminished if the information were disclosed

8 – INSURANCE

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

1. Public Liability insurance with coverage in the amount of no less than \$10 million in respect of each occurrence.
2. For Supplies that include services, professional indemnity insurance with coverage in the amount of no less than \$10 million in the annual aggregate.

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

SIGNED AS A CONTRACT ON.....	
SIGNED for on behalf of the AUSTRALIAN CAPITAL TERRITORY	Signature of Territory delegate
in the presence of:	Print name
Signature of witness	
Print name	
SIGNED by of for and on the behalf of Insert name and ACN of supplier	Signature of director/authorised officer/individual
	Print name
in the presence of:	
Signature of director/secretary/witness	Signature of second authorised officer*
Print name	Print name and position



Note
Date: Must be dated on the date the last party signs the contract or, if signed counterparts of the contract are exchanged, the date of exchange. Also date the cover page.
Company: Must be signed in accordance with section 127 of the *Corporations Act 2001* (Cth), for example, by 2 directors or a director and a secretary. Common seal must be affixed if required under the Supplier's constitution.
Individual: Must be signed by the individual supplier and witnessed.
Incorporated Association: As a minimum, two authorised officers must sign. Otherwise, the contract must be signed in accordance with the Supplier's constitution. Common seal must be affixed if required under the constitution.

ATTACHMENT A – SUPPLIER’S QUOTATION

Not attached.

Commented [BD3]: Kantar propose making all details of its proposed methodologies and approaches confidential text. As such, we propose not attaching their proposal.

ATTACHMENT B – GENERAL CONDITIONS OF CONTRACT

1. Provision of Supplies

- 1.1 The Supplier must provide the Supplies according to the provisions of this Contract and to a standard of care, skill and diligence expected of a person who regularly acts in the capacity in which the Supplier is engaged.
- 1.2 Supplies that are goods must be new and unused, free from any security interest, defects in materials and workmanship, of acceptable quality and must conform to any specifications and descriptions set out in this Contract.

2. Contract Price

- 2.1 Except if otherwise stated in this Contract, the Contract Price is:
 - (a) payable within 30 days of receipt by the Territory of an Invoice;
 - (b) inclusive of GST and all other taxes, duties and charges; and
 - (c) inclusive of all disbursements, including out of pocket expenses incurred by the Supplier.
- 2.2 An Invoice may be issued by the Supplier upon the satisfactory completion of each milestone set out in the Contract, or if no milestones are specified, on the satisfactory completion of all services and acceptance of all goods comprising the Supplies.

3. Delivery and Acceptance

- 3.1 Supplies that are goods must be delivered at the times and places detailed in the Contract, in good order and condition and marked with the relevant Reference Number and full delivery point details. Delivery will be free into store unless otherwise specified in the Contract.
- 3.2 The Territory may reject Supplies supplied incorrectly, damaged, in excess of or less than specified quantities or otherwise found not to be in accordance with the Contract.
- 3.3 If the Territory rejects any Supplies, the Supplier must, at no cost to the Territory and within any timeframe specified by the Territory, remove the Supplies (in the case of goods) and:
 - (a) replace any rejected Supplies that are goods; and
 - (b) re-perform any rejected Supplies that are services; or
 - (c) refund any payment for the rejected Supplies.
- 3.4 If the Territory does not reject the Supplies within 14 days of receiving the Supplies, the Territory is taken to have accepted the Supplies.

4. Title and Risk

Risk of loss and damage and title in Supplies that are goods passes to the Territory on its acceptance of those goods.

5. Warranty

For Supplies that are goods, the Supplier must:

- (a) during any warranty period specified in the Contract, without delay and at no cost to the Territory, correct all defects in the Supplies by way of repair, replacement or such other means acceptable to the Territory; and
 - (b) ensure, to the extent practicable and permitted by law, that the Territory receives the benefit of any warranty given by a third party with respect to any goods,
- however:
- (c) this does not in any way relieve the Supplier of any obligation or warranty by it under this Contract; and
 - (d) the Supplier is liable for all costs incidental to the discharge of any warranty under this Contract.

6. Ownership and use of material

- 6.1 Ownership of:
 - (a) all Contract Material, including any intellectual property rights, vests on its creation with the Territory;
 - (b) all Territory Material, including any intellectual property rights, remains with the Territory; and
 - (c) all Support Material, including any intellectual property rights, remains the property of the Supplier.
- 6.2 The Territory grants to the Supplier a royalty-free, limited licence to use the Contract Material and Territory Material for the term specified in the Contract.
- 6.3 The Supplier:
 - (a) grants to the Territory, a perpetual, royalty-free licence to use the Support Material to the extent necessary for the Territory to obtain the full benefit of the Supplies; and
 - (b) warrants that the Territory's use of any Contract Material and Support Material under this Contract will not infringe the intellectual property rights of, or create any obligations in connection with, any third party.
- 6.4 The Supplier must safeguard and preserve Contract Material and Territory Material in its possession or control and deliver to the Territory all Contract Material and Territory Material on expiration or termination of this Contract (other than copies that the Territory authorised the Supplier to retain).

7. Supplier's Personnel

The Supplier must, in providing the Supplies:

- (a) engage only persons who have the skills, training and expertise appropriate for the Supplies; and
- (b) comply with all reasonable requirements notified by the Territory regarding suitability and fitness of persons engaged for the provision of the Supplies.

8. Non-disclosure of Territory Information

The Supplier must:

- (a) use Territory Information held in connection with this Contract only for the purposes of fulfilling its obligations under this Contract;
- (b) not transfer Territory 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 Territory;
- (c) notify the Territory immediately if the Supplier becomes aware that a disclosure of Territory Information may be required by law or any unauthorised disclosure of Territory Information has occurred; and
- (d) in respect of any Personal Information held in connection with this Contract:
 - (i) comply with the 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
 - (ii) co-operate with any reasonable requests or directions of the Territory arising directly from, or in connection with, the exercise of the functions of the Information Privacy Commissioner under the Information Privacy Act.

9. Confidential Text under the Procurement Act

- 9.1 In giving effect to the principles of open and accountable government, the Territory may disclose documents and information unless it has otherwise agreed, or is otherwise required under law, to keep the information confidential.
- 9.2 Except as provided in this Contract, the Territory 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:
 - (a) is required or authorised to be disclosed under law;
 - (b) is reasonably necessary for the enforcement of the criminal law;
 - (c) is disclosed to the Territory's solicitors, auditors, insurers or advisers;

- (d) is generally available to the public;
- (e) is in the possession of the Territory without restriction in relation to disclosure before the date of receipt from the Supplier;
- (f) is disclosed by the responsible Minister in reporting to the Legislative Assembly or its committees; or
- (g) is disclosed to the ombudsman or for a purpose in relation to the protection of public revenue.

10. Indemnity

The Supplier indemnifies the Territory, its employees and agents against all liability in respect of all claims, costs and expenses in relation to all loss, damage, injury or death to persons or property caused by the Supplier, in connection with the provision of the Supplies, except to the extent that the Territory caused the relevant loss, damage or injury.

11. Termination

The Territory may terminate this Contract in part or whole, at any time by notice to the Supplier, if the Supplier:

- (a) enters, or in the Territory's absolute opinion, is likely to enter, into any form of external administration or makes any arrangement with its creditors or takes advantage of any statute for the relief of insolvent debtors;
- (b) fails to provide the Supplies within, or to meet any other, timeframes or milestones specified in this Contract; or
- (c) is otherwise in breach of a provision of this Contract, where that breach:
 - (i) if capable of being remedied, is not remedied within the period specified in a notice by the Territory, or
 - (ii) is not capable of being remedied.

12. Conduct in Territory Premises

The Supplier must, when using Territory premises or facilities, comply with all reasonable directions of the Territory.

13. Notices

Any notice or communication under this Contract will be effective if it is in writing, and delivered to the other party. A notice will be deemed to have been delivered:

- (a) if delivered by hand, on delivery;
- (b) if sent by prepaid mail, on the expiration of two business days;
- (c) if sent by facsimile, on the sender's facsimile machine recording that the facsimile has been successfully and properly transmitted to the recipient's address; or
- (d) if sent by electronic mail, on the other party's acknowledgement of receipt by any means.

14. Assignment and Subcontracting

The Supplier must not assign or subcontract any of its rights or obligations under this Contract without the prior written consent of the Territory. If the Territory gives its consent, the Territory may impose any conditions.

15. Survival

Clauses 6, 7 and 8 of this Contract survive the termination or expiration of this Contract.

16. Applicable Law

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

17. Variation

This Contract may be varied only by the written agreement of the parties prior to the expiration of the Contract.

18. Entire Agreement

This Contract constitutes the entire agreement of the parties in relation to the provision of the Supplies and all other agreements, warranties and representations are excluded.

19. Definitions and Interpretation

"Contract Material" means all material created, written or otherwise brought into existence as part of, or for the purpose of providing the Supplies including all reports (whether in draft or final form), documents, information and data stored by any means.

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

"Invoice" means an invoice that:

- (a) if GST is payable in respect of the provision of the Supplies, is a valid tax invoice for the purposes of the *A New Tax System (Goods and Services Tax) Act 1999* (Cth);
- (b) clearly sets out details of the Supplies provided and of the amount that is due for payment, is correctly calculated and is in respect of Supplies provided in accordance with this Contract;
- (c) is accompanied by any other details or reports required under this Contract; and
- (d) is rendered at the time/s specified in clause 2.2.

"Personal Information" is information or an opinion about an identified individual or an individual who is reasonably identifiable:

- (a) whether the information is true or not; and
- (b) whether the information or opinion is recorded in a material form or not,

but does not include personal health information (as defined in the *Health Records (Privacy and Access) Act 1997* (ACT) about the individual.

"Reference Number" means the relevant, purchase order number, quote number or contract number for the provision of the Supplies.

"Supplies" means the goods and/ or services the subject of this Contract.

"Support Material" means the material specified as support material in the Contract (if any).

"Territory Information" means the kind of information that:

- (a) is or relates to documents, submissions, consultations, policies, strategies, practices and procedures of the Territory which are by their nature confidential;
- (b) is notified (whether in writing or not) by the Territory 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 this Contract;
 - (e) has been independently developed or acquired by the Supplier; or
 - (f) has been notified by the Territory to the Supplier as not being confidential.

"Territory Material" means any material provided by the Territory to the Supplier for the purposes of this Contract including documents, equipment, information and data stored by any means.

"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 Supplies.

SPECIAL CONDITIONS

Not used.

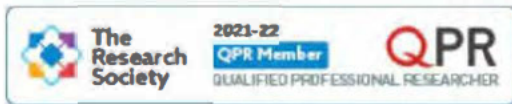
From: "Briant, David"
Sent: 18/08/2021 12:35 AM
To: "Donovan, Craig (KT)" <[REDACTED]>
Subject: HPE CM: RE: HPE CM: RE: Invitation to provide a quotation CM2211649 Kantar Public response

UNOFFICIAL

Yes, that would be great. I'm also trying to juggle staff welfare and two kids with home schooling so totally understand. I'll send you a teams invite and my colleague Neil will join us if that's okay.

Cheers,

David Briant | Director, Research and Insights
Phone: (02) 6205 2402 | **Mobile:** +2.2(a)(ii) [REDACTED] | **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: Donovan, Craig (KT) <[REDACTED]>
Sent: Wednesday, 18 August 2021 10:34 AM
To: Briant, David <David.Briant@act.gov.au>
Subject: RE: HPE CM: RE: Invitation to provide a quotation - CM2211649 - Kantar Public response

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Hi David

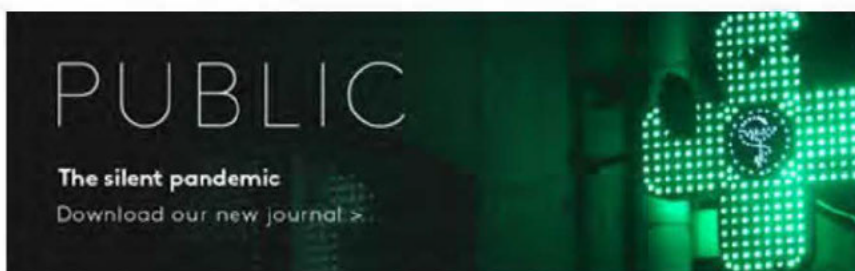
I've got a quick check in/welfare call with some colleagues at around noon - but would be free at 12.15 if that suits?

Cheers

Craig

KANTAR PUBLIC

Craig Donovan
National Director, Federal Government
Kantar Public Australia
M [REDACTED]



From: Briant, David <David.Briant@act.gov.au>

Sent: Wednesday, 18 August 2021 10:28 AM

To: Donovan, Craig (KT) <Craig.Donovan@kantar.com>

Subject: RE: HPE CM: RE: Invitation to provide a quotation CM2211649 Kantar Public response

UNOFFICIAL

Hi Craig,

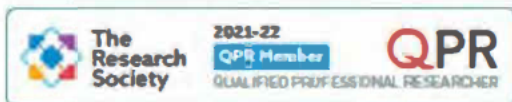
I left a phone message not long ago but thought I would email you as well just to ask if you had 15-20 mins today to discuss aspects of your proposal. I have some availability until around midday and then again from around 2.30pm. Please let me know if you have availability.

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



From: Donovan, Craig (KT) <>

Sent: Tuesday, 17 August 2021 4:44 PM

To: Briant, David <David.Briant@act.gov.au>

Cc: O'Donoghue, Kathy (TSPER) <>; Morgan, Hannah (KT) <>

<>

Subject: RE: HPE CM: RE: Invitation to provide a quotation - CM2211649 Kantar Public response

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Thanks David

I appreciate the update – I'd assumed that your priorities might have shifted around, and completely understand that your timelines will have been unavoidably impacted by a need to respond to the early stages of the current lockdown.

I'll await your advice in due course – we're really keen to work with the Directorate on this project, and even if the commissioning is delayed somewhat, I can confirm we've still got sufficient capacity in house, through our large national team, to be able to deliver against your objectives.

Cheers

Craig

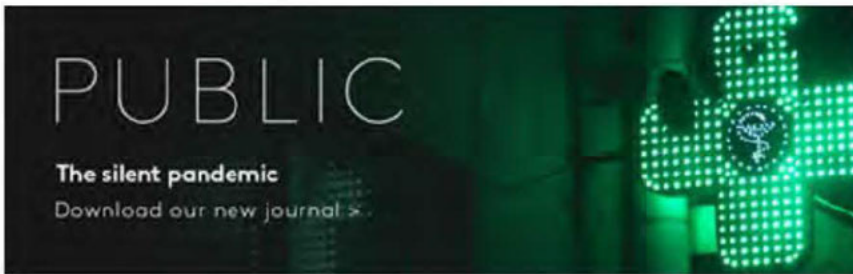
KANTAR PUBLIC

Craig Donovan

National Director, Federal Government

Kantar Public Australia

M 2.2(a)(ii)



From: Briant, David <David.Briant@act.gov.au>
Sent: Tuesday, 17 August 2021 4:23 PM
To: Donovan, Craig (KT) <>
Cc: O'Donoghue, Kathy (TSPER) <>; Morgan, Hannah (KT) <>
Subject: RE: HPE CM: RE: Invitation to provide a quotation CM2211649 Kantar Public response

UNOFFICIAL

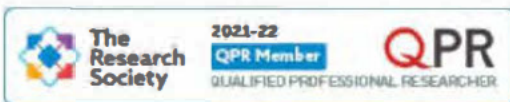
Hi Craig,

I just wanted to let you now that we are yet to make a decision regarding the RFQ (CM2211649). As you can appreciate, the evolving situation in the ACT has forced us to revise our timelines. My apologies for any inconvenience. I will be in touch with an update as soon as possible.

Please feel free to contact me if you have any questions.

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: Donovan, Craig (KT) <>
Sent: Friday, 13 August 2021 5:00 PM
To: Briant, David <David.Briant@act.gov.au>
Cc: O'Donoghue, Kathy (TSPER) <>; Morgan, Hannah (KT) <>
Subject: RE: HPE CM: RE: Invitation to provide a quotation CM2211649 Kantar Public response

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

Thank you again for this brief - Kantar Public is delighted to have been considered for this very important consultancy, which is literally "close to home" to a number of the project team (including myself) who work out of our Canberra office. We are used to doing projects in tight timeframes to support strategic communications and policy planning, and have assembled an expert project team who are ready to commence next week, if our offer of services is accepted.

Our detailed proposal is attached, along with a recent Kantar Public Global COVID barometer report (which is provided for reference)

We are confident we have addressed every element of your brief, however if there are any matters of clarification, please do not hesitate to contact myself or Kathy.

Cheers

Craig

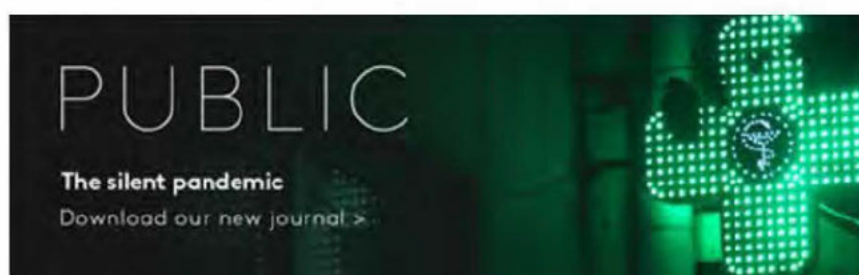
KANTAR PUBLIC

Craig Donovan

National Director, Federal Government

Kantar Public Australia

M 2.2(a)(ii)



From: Briant, David <David.Briant@act.gov.au>
Sent: Thursday, 12 August 2021 8:12 PM
To: O'Donoghue, Kathy (TSPER) <>
Cc: Donovan, Craig (KT) <>
Subject: RE: HPE CM: RE: Invitation to provide a quotation CM2211649

UNOFFICIAL

Hi Kathy and Craig,

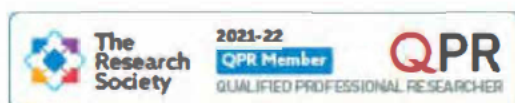
Given the evolving situation in the ACT, we are happy to offer an extension until 5pm tomorrow to submit your proposal. Please let me know if you have any other questions.

Kind regards,

David Briant | Director, Research and Insights

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

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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: HPE CM: RE: Invitation to provide a quotation - CM2211649

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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
M 2.2(a)(ii)
VOIP 734330

EA Libby Liguette
E 2.2(a)(ii)@kantar.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) <> **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 **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:** +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



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From: "Briant, David"
Sent: 18/08/2021 12:39 AM
To: "Stafford, Neil" <Neil.Stafford@act.gov.au>; "Donovan, Craig (KT)"
<>
Subject: Catch up with Kantar / ACT Gov

Hi Craig,

Please see link to meeting below.

Kind regards,

David.

Microsoft Teams meeting

Join on your computer or mobile app

[Click here to join the meeting.](#)

Or call in (audio only)

+61 2 8318 0090,,277893820# Australia, Sydney

Phone Conference ID: 277 893 820#

[Find a local number.](#) | [Reset PIN.](#)



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From: "Briant, David"
Sent: 19/08/2021 6:16 AM
To: "Donovan, Craig (KT)" <>; "Stafford, Neil" <>
<Neil.Stafford@act.gov.au>; "Morgan, Hannah (KT)" <>
Subject: HPE CM: Kick off meeting

Hi Craig,

Here is rough agenda for tomorrow. Let me know if there is anything else you would like to include.

- Talk through some of our existing research and knowledge base,
- Confirm project timelines and deliverables,
- Outline an agenda for the workshop next week.

Kind regards,

David

Microsoft Teams meeting

Join on your computer or mobile app

[Click here to join the meeting](#)

Or call in (audio only)

+61 2 8318 0090,,994129221# Australia, Sydney

Phone Conference ID: 994 129 221#

[Find a local number](#) | [Reset PIN](#)



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From: "Briant, David"
Sent: 19/08/2021 5:54 AM
To: "Stafford, Neil" <Neil.Stafford@act.gov.au>
Subject: HPE CM: RE: Kantar Public Contract for ACT Govt vaccination project CM2211649

UNOFFICIAL

Thanks, Neil. That fantastic. I was just going to say send them the reports but this is even better 😊

David Briant | Director, Research and Insights
Phone: (02) 6205 2402 | Mobile: +612.2(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: Stafford, Neil <Neil.Stafford@act.gov.au>
Sent: Thursday, 19 August 2021 3:52 PM
To: Briant, David <David.Briant@act.gov.au>; Donovan, Craig (KT) <> Cc: Morgan, Hannah (KT) <>
Subject: RE: Kantar Public Contract for ACT Govt vaccination project CM2211649

UNOFFICIAL

Hi all,

As mentioned, see attached for the relevant vaccine research we have undertaken on the YourSay Panel.

In summary, there have been four rounds of research, starting in December last year with a couple of questions on vaccine intent (Round 7). The survey in Feb 2021 (Round 8) was probably the most comprehensive in terms of looking at drivers, barriers, channels, info needs etc. In May (Round 9) we continued to track vaccine intent (or receipt) with some more questions around the roll out. The last survey was in July (Round 10).

FYI, our vaccine intent questions were initially developed to mirror an ongoing national survey by the ANU. I think they have done at least 3 waves of this so far (see https://csrcm.cass.anu.edu.au/sites/default/files/docs/2021/5/Vaccine_willingness_and_concerns_in_Australia_August_2020_to_April_2021.pdf)

I have put the findings all in one PowerPoint deck in order from Round 7 to round 10, along with a few upfront slides to provide a bit of context – we'd be happy to briefly chat about some of the main highlights from this work tomorrow.

Cheers,
Neil

From: Briant, David <David.Briant@act.gov.au>
Sent: Thursday, 19 August 2021 3:11 PM
To: Donovan, Craig (KT) <>
Cc: Stafford, Neil <Neil.Stafford@act.gov.au>; Morgan, Hannah (KT) <>
Subject: RE: Kantar Public - Contract for ACT Govt vaccination project - CM2211649

UNOFFICIAL

Hi Craig,

That all sounds good and Neil and I can do 2 3pm tomorrow. Just given the situation I don't think anyone else will be able to join us until the Wednesday workshop. Broadly speaking, the purpose of tomorrow is really to give you enough information so that you can get going on the project, perhaps talk through some of our existing research and knowledge base, confirm timelines and deliverables and outline an agenda for the workshop next week. Hope that sounds okay.

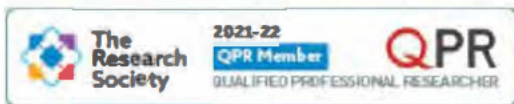
Neil is shortly going to send you some of our research reports around vaccine hesitancy to have a look at before tomorrow and I am chasing the delegate's signature to execute the contract before tomorrow. I can send you a Teams appointment for tomorrow.

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: Donovan, Craig (KT) <>

Sent: Thursday, 19 August 2021 2:39 PM

To: Briant, David <David.Briant@act.gov.au>

Cc: Stafford, Neil <Neil.Stafford@act.gov.au>; Morgan, Hannah (KT) <>

Subject: RE: Kantar Public - Contract for ACT Govt vaccination project - CM2211649

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Hi David

That's no problem - we're used to the normal back and forth in getting a contract executed, so that's perfectly OK.

We're currently doing some work to organise our thinking (so that we can discuss with you in appropriate detail) about how we intend to expedite the project outcomes and deliverables to reflect the changing circumstances in the ACT.

Would 2 3p.m tomorrow work for you, Neil and your broader team?

Cheers

Craig

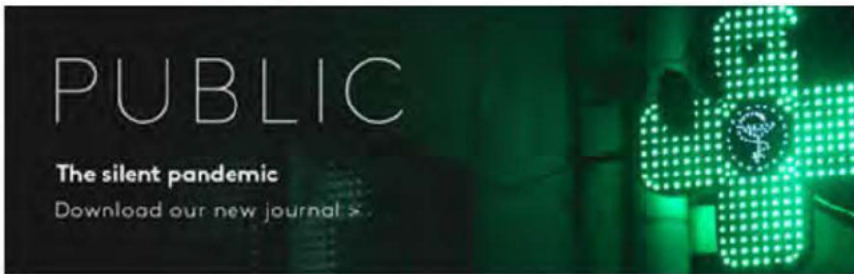
KANTAR PUBLIC

Craig Donovan

National Director, Federal Government

Kantar Public Australia

M 2.2(a)(ii)



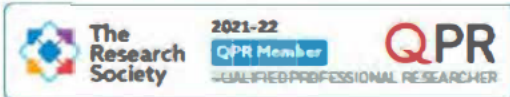
From: Briant, David <David.Briant@act.gov.au>
Sent: Thursday, 19 August 2021 1:11 PM
To: Donovan, Craig (KT) <>
Cc: Stafford, Neil <Neil.Stafford@act.gov.au>; Morgan, Hannah (KT) <>
Subject: RE: Kantar Public Contract for ACT Govt vaccination project CM2211649

UNOFFICIAL

Thanks, Craig. I am hoping I can have it signed off today but just with the current situation might take a little longer. Just going back to our chat yesterday, do you have time for an initial meeting tomorrow ahead of the workshop next week? Both Neil and I have good availability tomorrow at this stage. For the workshop, I think Wednesday from 3.00pm to 4.30pm will be the best time for us and other stakeholders.

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: Donovan, Craig (KT) <>
Sent: Thursday, 19 August 2021 12:23 PM
To: Briant, David <David.Briant@act.gov.au>
Cc: Stafford, Neil <Neil.Stafford@act.gov.au>; Morgan, Hannah (KT) <>
Subject: Re: Kantar Public - Contract for ACT Govt vaccination project CM2211649

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Hi David

Please find attached the contract executed by Kantar Public I had hoped to get this back to you yesterday but finding a second company director to sign took a little longer than expected.

Grateful if we could receive a copy of the final executed contract once your delegate has signed off at their end.

Cheers

Craig

KANTAR PUBLIC

Craig Donovan

National Director, Federal Government
Kantar Public Australia

M 2.2(a)(ii)



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From: "Donovan, Craig (KT)" <>
Sent: 19/08/2021 2:22 AM
To: "Briant, David" <David.Briant@act.gov.au>
Cc: "Stafford, Neil" <Neil.Stafford@act.gov.au>; "Morgan, Hannah (KT)" <>
Subject: HPE CM: Re: Kantar Public - Contract for ACT Govt vaccination project - CM2211649
Attachments: Short Form Contract with Kantar Public.pdf

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

Please find attached the contract executed by Kantar Public. I had hoped to get this back to you yesterday but finding a second company director to sign took a little longer than expected.

Grateful if we could receive a copy of the final executed contract once your delegate has signed off at their end.

Cheers

Craig

KANTAR PUBLIC

Craig Donovan

National Director, Federal Government

Kantar Public Australia

M 2.2(a)(ii)



SHORT FORM CONTRACT

for Goods and/or Services - \$25,000 and \$200,000

DATE: 18/08/2021

PARTIES AND ADDRESSES FOR SERVICE OF NOTICES

Procurement Reference Number:	CM2211649
Contract Number:	CM2211649

Territory

Name:	AUSTRALIAN CAPITAL TERRITORY established under the <i>Australian Capital Territory (Self-Government) Act 1988 (Cth)</i> represented by Chief Minister, Treasury & Economic Development Directorate (Territory).		
Address:	Level 5, 220 London Circuit, Canberra City		
Territory Contract Manager:	David Briant, Director Research & Insights	Ph: (02) 6205 2402	Email: David.Briant@act.gov.au

Supplier

Name:	Kantar Public Australia Pty Ltd (Supplier)		
ABN/ACN/ARBN:	38 000 601 221		
Address:	30 Hickson Rd, Millers Point NSW 2000		
Supplier Contract Manager:	Craig Donovan	Ph: 2.2(a)(ii)	Email:

1 – TERM

The commencement date is 18/08/2021 or when this Contract is signed by the second party, whichever is the later. The term of this Contract is 2 months from the commencement date.

2 – THE SERVICES

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).

The services provided by Kantar Public will involve both quantitative and qualitative research methods including sampling and recruitment of participants, fieldwork and analysis. Outputs will include workshops and briefings, summary reports, detailed personas and final report as detailed in the quotation provided by Kantar Public.

3 – TIMING AND DELIVERY DATES

The Services must be provided during the period commencing 18/08/2021 and ending 18/10/2021 although specific delivery dates will be agreed upon as part of initial discussions with Kantar Public.

4 – DELIVERY LOCATION AND INSTRUCTIONS (FOR SUPPLIES THAT INCLUDE GOODS)

The delivery location (if applicable): Not applicable

5 – CONTRACT PRICE AND PAYMENT

The Contract Price is \$161,425 (including GST). It is payable in instalments in accordance with the following table. Clause 2 of Attachment B - *General Conditions of Contract* applies.

Instalment	Amount of Instalment (including GST)	Milestone/ Deliverable	Date for Completion of Milestone/ Deliverable
1	\$49,500	Phase 1: Formative research	10/09/2021
2	\$55,000	Phase 2: Validation/measurement research (inc. segmentation)	01/10/2021
2	\$56,925	Phase 3: Pressure testing and optimisation	18/10/2021

6 – WARRANTY PERIOD (FOR SUPPLIES THAT INCLUDE GOODS)

Not applicable.

7 – CONFIDENTIAL TEXT under the Government Procurement Act 2001 (ACT)

This is a notifiable contract (a contract that is \$25,000 or more in total value (including GST)) and must be made publicly available on the Territory's Contracts Register (with confidential text removed). Please note that delegate approval may be required in relation to the removal of confidential text from the public text version of the contract. If so, this approval should be obtained prior to the execution of the contract or the notification of the contract on the Territory's Contracts Register. For general information about confidential text, please refer to http://www.procurement.act.gov.au/__data/assets/pdf_file/0007/259576/PC16.pdf

This Contract is a notifiable contract for the purposes of the Procurement Act and confidential text, and the grounds on which this text is confidential is set out below. Clause 9 of Attachment B – *General Conditions of Contract* applies.

Text of this contract considered to be Confidential Text	Applicable grounds under section 35(1) Procurement Act
Specified Personnel	Be an unreasonable disclosure of personal information
All details of Kantar's proposed methodologies and approaches	The information has a commercial value that would be, or could reasonably be expected to be destroyed or diminished if the information were disclosed
All disaggregated and component parts of Kantar's pricing	The information has a commercial value that would be, or could reasonably be expected to be destroyed or diminished if the information were disclosed

8 – INSURANCE

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

1. Public Liability insurance with coverage in the amount of no less than \$10 million in respect of each occurrence.
2. For Supplies that include services, professional indemnity insurance with coverage in the amount of no less than \$10 million in the annual aggregate.

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

SIGNED AS A CONTRACT ON.....

SIGNED for on behalf of the
AUSTRALIAN CAPITAL TERRITORY

Signature of Territory delegate

in the presence of:

Print name

Signature of witness

Print name

SIGNED by of for and on the behalf of
Kantar Public Australia Pty Ltd and ACN 000 601 221

2.2(a)(ii)

Signature of director/~~authorised officer/individual~~

Simon Crisp

Print name

in the presence of:

2.2(a)(ii)

Signature of director/secretary/witness

Signature of second authorised officer*

Print name

Petrus J Potgieter - Director, Control & Accounting, ANZ

Print name and position



- Note**
- Date:** Must be dated on the date the last party signs the contract or, if signed counterparts of the contract are exchanged, the date of exchange. Also date the cover page.
 - Company:** Must be signed in accordance with section 127 of the *Corporations Act 2001* (Cth), for example, by 2 directors or a director and a secretary. Common seal must be affixed if required under the Supplier's constitution.
 - Individual:** Must be signed by the individual supplier and witnessed.
 - Incorporated Association:** As a minimum, two authorised officers must sign. Otherwise, the contract must be signed in accordance with the Supplier's constitution. Common seal must be affixed if required under the constitution.

ATTACHMENT A – SUPPLIER’S QUOTATION

Not attached.

ATTACHMENT B – GENERAL CONDITIONS OF CONTRACT**1. Provision of Supplies**

- 1.1 The Supplier must provide the Supplies according to the provisions of this Contract and to a standard of care, skill and diligence expected of a person who regularly acts in the capacity in which the Supplier is engaged.
- 1.2 Supplies that are goods must be new and unused, free from any security interest, defects in materials and workmanship, of acceptable quality and must conform to any specifications and descriptions set out in this Contract.

2. Contract Price

- 2.1 Except if otherwise stated in this Contract, the Contract Price is:
- (a) payable within 30 days of receipt by the Territory of an Invoice;
 - (b) inclusive of GST and all other taxes, duties and charges; and
 - (c) inclusive of all disbursements, including out of pocket expenses incurred by the Supplier.
- 2.2 An Invoice may be issued by the Supplier upon the satisfactory completion of each milestone set out in the Contract, or if no milestones are specified, on the satisfactory completion of all services and acceptance of all goods comprising the Supplies.

3. Delivery and Acceptance

- 3.1 Supplies that are goods must be delivered at the times and places detailed in the Contract, in good order and condition and marked with the relevant Reference Number and full delivery point details. Delivery will be free into store unless otherwise specified in the Contract.
- 3.2 The Territory may reject Supplies supplied incorrectly, damaged, in excess of or less than specified quantities or otherwise found not to be in accordance with the Contract.
- 3.3 If the Territory rejects any Supplies, the Supplier must, at no cost to the Territory and within any timeframe specified by the Territory, remove the Supplies (in the case of goods) and:
- (a) replace any rejected Supplies that are goods; and
 - (b) re-perform any rejected Supplies that are services; or
 - (c) refund any payment for the rejected Supplies.
- 3.4 If the Territory does not reject the Supplies within 14 days of receiving the Supplies, the Territory is taken to have accepted the Supplies.

4. Title and Risk

Risk of loss and damage and title in Supplies that are goods passes to the Territory on its acceptance of those goods.

5. Warranty

For Supplies that are goods, the Supplier must:

- (a) during any warranty period specified in the Contract, without delay and at no cost to the Territory, correct all defects in the Supplies by way of repair, replacement or such other means acceptable to the Territory; and
- (b) ensure, to the extent practicable and permitted by law, that the Territory receives the benefit of any warranty given by a third party with respect to any goods,

however:

- (c) this does not in any way relieve the Supplier of any obligation or warranty by it under this Contract; and
- (d) the Supplier is liable for all costs incidental to the discharge of any warranty under this Contract.

6. Ownership and use of material**6.1 Ownership of:**

- (a) all Contract Material, including any intellectual property rights, vests on its creation with the Territory;
- (b) all Territory Material, including any intellectual property rights, remains with the Territory; and
- (c) all Support Material, including any intellectual property rights, remains the property of the Supplier.

6.2 The Territory grants to the Supplier a royalty-free, limited licence to use the Contract Material and Territory Material for the term specified in the Contract.

6.3 The Supplier:

- (a) grants to the Territory, a perpetual, royalty-free licence to use the Support Material to the extent necessary for the Territory to obtain the full benefit of the Supplies; and
- (b) warrants that the Territory's use of any Contract Material and Support Material under this Contract will not infringe the intellectual property rights of, or create any obligations in connection with, any third party.

6.4 The Supplier must safeguard and preserve Contract Material and Territory Material in its possession or control and deliver to the Territory all Contract Material and Territory Material on expiration or termination of this Contract (other than copies that the Territory authorised the Supplier to retain).

7. Supplier's Personnel

The Supplier must, in providing the Supplies:

- (a) engage only persons who have the skills, training and expertise appropriate for the Supplies; and
- (b) comply with all reasonable requirements notified by the Territory regarding suitability and fitness of persons engaged for the provision of the Supplies.

8. Non-disclosure of Territory Information

The Supplier must:

- (a) use Territory Information held in connection with this Contract only for the purposes of fulfilling its obligations under this Contract;
- (b) not transfer Territory 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 Territory;
- (c) notify the Territory immediately if the Supplier becomes aware that a disclosure of Territory Information may be required by law or any unauthorised disclosure of Territory Information has occurred; and
- (d) in respect of any Personal Information held in connection with this Contract:
 - (i) comply with the 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
 - (ii) co-operate with any reasonable requests or directions of the Territory arising directly from, or in connection with, the exercise of the functions of the Information Privacy Commissioner under the Information Privacy Act.

9. Confidential Text under the Procurement Act

9.1 In giving effect to the principles of open and accountable government, the Territory may disclose documents and information unless it has otherwise agreed, or is otherwise required under law, to keep the information confidential.

9.2 Except as provided in this Contract, the Territory 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:

- (a) is required or authorised to be disclosed under law;
- (b) is reasonably necessary for the enforcement of the criminal law;
- (c) is disclosed to the Territory's solicitors, auditors, insurers or advisers;

- (d) is generally available to the public;
- (e) is in the possession of the Territory without restriction in relation to disclosure before the date of receipt from the Supplier;
- (f) is disclosed by the responsible Minister in reporting to the Legislative Assembly or its committees; or
- (g) is disclosed to the ombudsman or for a purpose in relation to the protection of public revenue.

10. Indemnity

The Supplier indemnifies the Territory, its employees and agents against all liability in respect of all claims, costs and expenses in relation to all loss, damage, injury or death to persons or property caused by the Supplier, in connection with the provision of the Supplies, except to the extent that the Territory caused the relevant loss, damage or injury.

11. Termination

The Territory may terminate this Contract in part or whole, at any time by notice to the Supplier, if the Supplier:

- (a) enters, or in the Territory's absolute opinion, is likely to enter, into any form of external administration or makes any arrangement with its creditors or takes advantage of any statute for the relief of insolvent debtors;
- (b) fails to provide the Supplies within, or to meet any other, timeframes or milestones specified in this Contract; or
- (c) is otherwise in breach of a provision of this Contract, where that breach:
 - (i) if capable of being remedied, is not remedied within the period specified in a notice by the Territory, or
 - (ii) is not capable of being remedied.

12. Conduct in Territory Premises

The Supplier must, when using Territory premises or facilities, comply with all reasonable directions of the Territory.

13. Notices

Any notice or communication under this Contract will be effective if it is in writing, and delivered to the other party. A notice will be deemed to have been delivered:

- (a) if delivered by hand, on delivery;
- (b) if sent by prepaid mail, on the expiration of two business days;
- (c) if sent by facsimile, on the sender's facsimile machine recording that the facsimile has been successfully and properly transmitted to the recipient's address; or
- (d) if sent by electronic mail, on the other party's acknowledgement of receipt by any means.

14. Assignment and Subcontracting

The Supplier must not assign or subcontract any of its rights or obligations under this Contract without the prior written consent of the Territory. If the Territory gives its consent, the Territory may impose any conditions.

15. Survival

Clauses 6, 7 and 8 of this Contract survive the termination or expiration of this Contract.

16. Applicable Law

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

17. Variation

This Contract may be varied only by the written agreement of the parties prior to the expiration of the Contract.

18. Entire Agreement

This Contract constitutes the entire agreement of the parties in relation to the provision of the Supplies and all other agreements, warranties and representations are excluded.

19. Definitions and Interpretation

“Contract Material” means all material created, written or otherwise brought into existence as part of, or for the purpose of providing the Supplies including all reports (whether in draft or final form), documents, information and data stored by any means.

“Information Privacy Act” means the *Information Privacy Act 2014* (ACT).

“Invoice” means an invoice that:

- (a) if GST is payable in respect of the provision of the Supplies, is a valid tax invoice for the purposes of the *A New Tax System (Goods and Services Tax) Act 1999* (Cth);
- (b) clearly sets out details of the Supplies provided and of the amount that is due for payment, is correctly calculated and is in respect of Supplies provided in accordance with this Contract;
- (c) is accompanied by any other details or reports required under this Contract; and
- (d) is rendered at the time/s specified in clause 2.2.

“Personal Information” is information or an opinion about an identified individual or an individual who is reasonably identifiable:

- (a) whether the information is true or not; and
- (b) whether the information or opinion is recorded in a material form or not,

but does not include personal health information (as defined in the *Health Records (Privacy and Access) Act 1997* (ACT) about the individual.

“Reference Number” means the relevant, purchase order number, quote number or contract number for the provision of the Supplies.

“Supplies” means the goods and/ or services the subject of this Contract.

“Support Material” means the material specified as support material in the Contract (if any).

“Territory Information” means the kind of information that:

- (a) is or relates to documents, submissions, consultations, policies, strategies, practices and procedures of the Territory which are by their nature confidential;
 - (b) is notified (whether in writing or not) by the Territory 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 this Contract;
 - (e) has been independently developed or acquired by the Supplier; or
 - (f) has been notified by the Territory to the Supplier as not being confidential.

“Territory Material” means any material provided by the Territory to the Supplier for the purposes of this Contract including documents, equipment, information and data stored by any means.

“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 Supplies.

SPECIAL CONDITIONS

Not used.

From: "Briant, David"
Sent: 20/08/2021 6:18 AM
To: "Donovan, Craig (KT)" <>
Cc: "Stafford, Neil" <Neil.Stafford@act.gov.au>; "Morgan, Hannah (KT)" <>
Subject: RE: Kantar Public - Contract for ACT Govt vaccination project - CM2211649

UNOFFICIAL

Hi Craig,

Thanks again for the chat this afternoon. I can confirm on Wednesday we will have several members of our vaccine campaigns + comms team present who are on the frontline responding to social posts and other enquiries about the vaccine roll out. I think they are best placed to comment on community sentiment on Wednesday.

Again, please let me know if you have any further questions between now and Wednesday.

Cheers,

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



From: Donovan, Craig (KT) <>
Sent: Thursday, 19 August 2021 2:39 PM
To: Briant, David <David.Briant@act.gov.au>
Cc: Stafford, Neil <Neil.Stafford@act.gov.au>; Morgan, Hannah (KT) <>
Subject: RE: Kantar Public - Contract for ACT Govt vaccination project - 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

That's no problem – we're used to the normal back and forth in getting a contract executed, so that's perfectly OK.

We're currently doing some work to organise our thinking (so that we can discuss with you in appropriate detail) about how we intend to expedite the project outcomes and deliverables to reflect the changing circumstances in the ACT.

Would 2 3p.m tomorrow work for you, Neil and your broader team?

Cheers

Craig

KANTAR PUBLIC

Craig Donovan

National Director, Federal Government