

**Nikolas, Lejla**

---

**From:** Spehrer-Patrick, Ephraim [Ephraim.Spehrer@mercerc.com]  
**Sent:** Friday, 28 November 2014 8:41 AM  
**To:** McAlister, Coralie  
**Cc:** Jervis, Jennifer; Tranda, Michelle  
**Subject:** Re: School Assistant Review 1

Hi Coralie,

The proposed time works well for us.

Best regards,  
Ephraim

Sent by BlackBerry  
Ephraim Spehrer-Patrick  
Practice Leader  
Mobile +61 420 591 751

---

**From:** McAlister, Coralie [mailto:Coralie.McAlister@act.gov.au]  
**Sent:** Friday, November 28, 2014 08:34 AM  
**To:** Spehrer-Patrick, Ephraim  
**Cc:** Jervis, Jennifer; Tranda, Michelle <Michelle.TRANDA@act.gov.au>  
**Subject:** RE: School Assistant Review

Good Morning Ephraim

I've booked a time for 10.00am next Tuesday and Michelle and I will be here, ready to go by speaker phone!

I hope this suits – we can go earlier next Tuesday if your window of opportunity has changed.

Regards

*Coralie*

**Coralie McAlister** |  
Director People and Performance |  
ACT Education and Training Directorate |  
Phone 620 59202 | Email [coralie.mcalister@act.gov.au](mailto:coralie.mcalister@act.gov.au) |

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**From:** Spehrer-Patrick, Ephraim [mailto:Ephraim.Spehrer@mercerc.com]  
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**To:** McAlister, Coralie  
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**Subject:** RE: School Assistant Review

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Would you and Michelle be available for a call with us on Tuesday morning (any time between 8.30 and 11 am)?

We are looking forward to the discussion with you.

Best regards,  
Ephraim

**Ephraim Spehrer-Patrick**, Principal (Practice Leader)  
**Mercer** | Darling Park Tower 3, 201 Sussex Street, Sydney NSW, Australia  
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**Cc:** Jervis, Jennifer  
**Subject:** School Assistant Review

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**From:** Jervis, Jennifer [<mailto:Jennifer.Jervis@mercerc.com>]  
**Sent:** Wednesday, 3 September 2014 9:52 AM  
**To:** McAlister, Coralie  
**Cc:** Spehrer-Patrick, Ephraim  
**Subject:** Mercer Assistance and Ephraim's contact details

Hi Coralie,

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Ephraim's contact details are below for your reference:

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**Mercer** | Darling Park Tower 3, 201 Sussex Street, Sydney NSW, Australia  
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With kind regards  
Jennifer

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Vorsitzender des Aufsichtsrates: Sven A. Kado

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**Nikolas, Lejla**

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**From:** Spehrer-Patrick, Ephraim [Ephraim.Spehrer@mercero.com]  
**Sent:** Friday, 19 December 2014 10:14 AM  
**To:** McAlister, Coralie  
**Cc:** Jervis, Jennifer; Tranda, Michelle  
**Subject:** RE: School Assistant Review

Dear Coralie and Michelle,

Thanks again for your briefing on the phone last week. This will help us to draft a proposal outline and options on how Mercer can support you in this process.

We will send you our proposal outline when we are back in the office on the 13<sup>th</sup> of January.

We wish you a Happy Christmas holiday break and are looking forward to working with you in the New Year!

Best regards,  
Jennifer and Ephraim

**Ephraim Spehrer-Patrick** (Practice Leader)  
**Mercer** | Darling Park Tower 3, 201 Sussex Street, Sydney NSW, Australia  
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**To:** Spehrer-Patrick, Ephraim  
**Cc:** Jervis, Jennifer; Tranda, Michelle  
**Subject:** RE: School Assistant Review

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**Cc:** Jervis, Jennifer  
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**To:** McAlister, Coralie  
**Cc:** Spehrer-Patrick, Ephraim  
**Subject:** Mercer Assistance and Ephraim's contact details

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With kind regards

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**Nikolas, Lejla**

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**From:** Spehrer-Patrick, Ephraim [Ephraim.Spehrer@mercerc.com]  
**Sent:** Wednesday, 21 January 2015 9:00 AM  
**To:** McAlister, Coralie; Tranda, Michelle  
**Cc:** Jervis, Jennifer; Hughes, Courtney  
**Subject:** RE: School Assistant Review  
**Attachments:** 2015\_Classification Review\_Mercer\_Proposal.pdf

Dear Coralie and Michelle,

Belated Happy New Year! Hope you had a nice holiday break.

As discussed, attached is the proposal which outlines our approach, team and fees to support your classification structure review project. We can adapt our involvement to suit your needs – this is reflected in different options in the proposal.

Please let us know if you have any questions. Jennifer and I are very happy to have a follow up conversation with you in the coming days.

Best regards,  
Jennifer and Ephraim

**Ephraim Spehrer-Patrick** (Practice Leader)  
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With kind regards  
Jennifer

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# CLASSIFICATION REVIEW

## Possible Mercer Support – proposal outline

20<sup>th</sup> January 2015

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**Ephraim Spehrer-Patrick**, Practice Leader Workforce Planning & Analytics, Pacific  
**Jennifer Jervis**, Principal (Government, Education and Community Consulting Practice)

# Agenda



**ACT**  
Government

Education and Training

- 1.** Your Objectives
- 2.** Possible Mercer Support
- 3.** Support Options and Fees
- 4.** Project Team
- 5.** Appendix: Additional Information

The confidentiality of our clients' plans and data is critical. Mercer rigorously applies organisational separation of teams working for competitors as well as several other rules to protect the confidentiality of all client information. Therefore, we look to our clients to protect Mercer interests in our presentations, methodologies, and analytical techniques. Under no circumstances should this material be shared with any third party, including competitors, without the written consent of Mercer.

# Our understanding of your objectives



Education and Training

## ACT Education and Training – Project Objectives

- The ACTPS Administrative and Related Classifications Enterprise Agreement 2014-2017, clause T21, provides for a Classification Review. The key objectives of the review are:
  - Support a move from a rigid to a more flexible classification structure to enable principals to recruit and deploy school assistants to better meet changing student needs.
  - Develop a coherent school assistant structure that supports career pathways for school assistants and meets contemporary school and system needs.
  - Articulate job expectations at each level of the classification structure, including the required skills, training/qualifications, providing school assistants with role and task clarity to support them in career planning.
  - Align school assistant expectations with appropriate classification levels through a work value assessment (Mercer).
  - Clarify roles and responsibilities of school assistants in order to support teachers to focus on their core role of improving student outcomes.
  - Provide principals with a workforce planning tool-kit that will enable them to make strategic decisions about the direction of their workforce.



# Possible Areas for Mercer Support

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# Possible Mercer Support

Based on the detailed briefing of ACT Education and Training, Mercer could provide support in the following areas:

1

## Data Analysis

### Key Activities:

- Support data collection (setting up or reviewing data collection template)
- Support data analysis based on Mercer's workforce productivity driver framework to inform data collection and analysis.
- Support development of hypothesis for analysis and workforce scenarios
- Determine opportunities for alignment or change to be addressed in the short- or mid-term
- Review workforce planning & analytics tool-kit

2

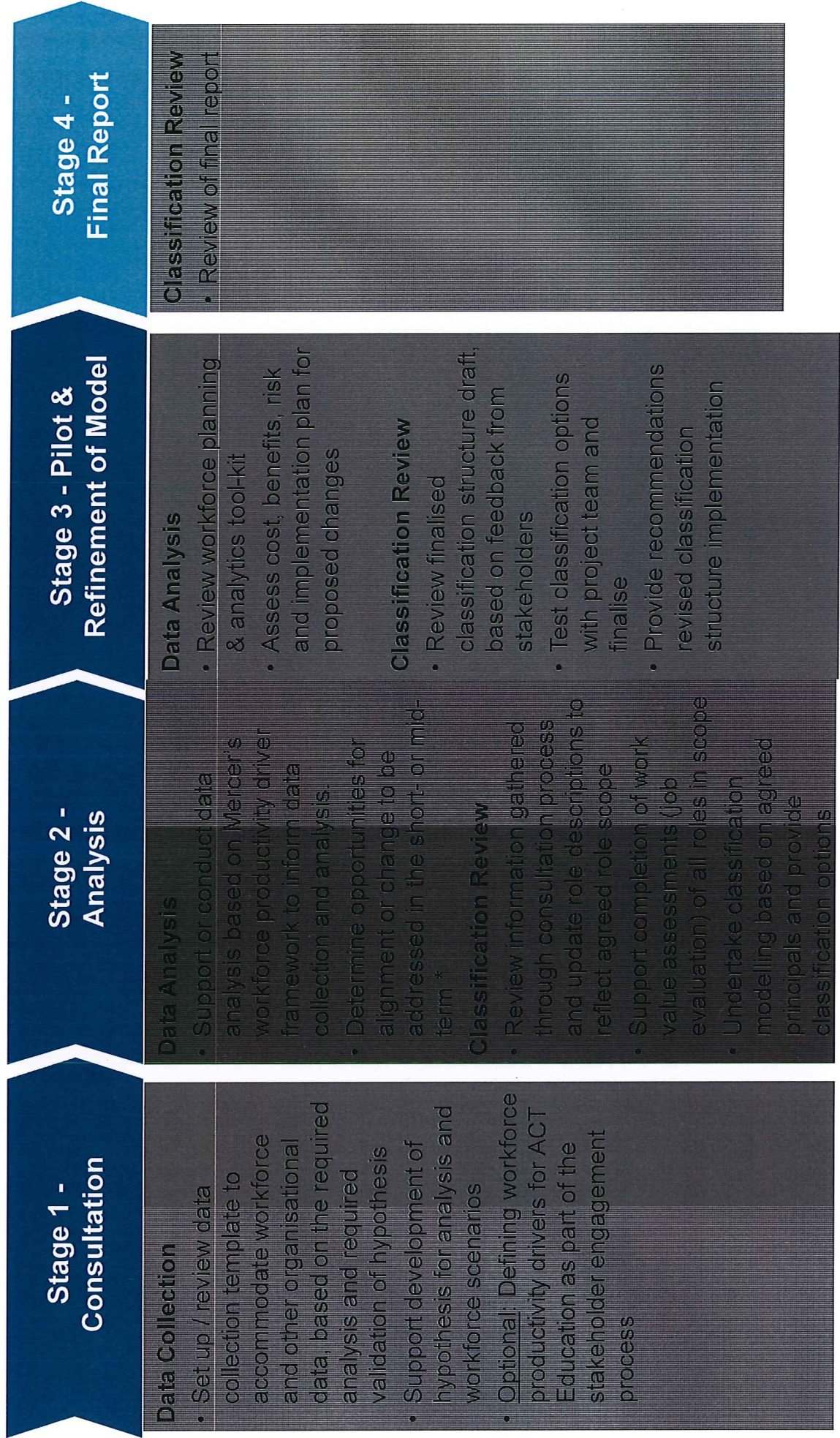
## Advise on Revised Classification Structure and Work Value Assessment

### Key Activities:

- Review information gathered through consultation process and update job specifications / role descriptions to reflect agreed role scope
- Support completion of work value assessments (job evaluation) of all roles in scope
- Undertake classification modelling based on agreed principals and provide classification options
- Test classification options with project team and finalise
- Optional – provide market remuneration data



# Possible Mercer Support Reflected along the 4 stages defined by ACT Education project team



# The Measurement Continuum – evolution of analytics capabilities

1



# Workforce Metrics & Benchmarking

## Two categories of analysing workforce productivity and outcomes

1

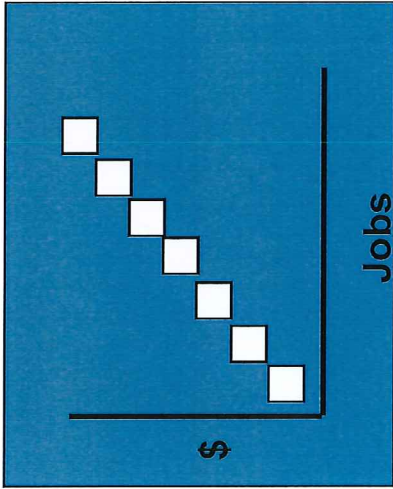
	FOUNDATIONAL	ADVANCED
<b>Output</b>	<p>Counts, rates, and tabulations</p>	<p>Proven cause-and-effect relationships</p>
<b>Information</b>	<p><b>WHAT</b> is happening:</p> <ul style="list-style-type: none"> <li>• What is our turnover rate?</li> <li>• How many promotions did we make?</li> <li>• What are spans of control?</li> <li>• What is current productivity?</li> </ul>	<p><b>WHY</b>   <b>HOW</b> to change it:</p> <ul style="list-style-type: none"> <li>• Why do people quit?</li> <li>• What experiences are linked to advancement?</li> <li>• What are optimal spans?</li> <li>• How can productivity increase?</li> </ul>
<b>Uses</b>	<ul style="list-style-type: none"> <li>• Reporting (internal and external)</li> <li>• Tracking progress toward goals</li> <li>• Monitoring trends</li> </ul>	<ul style="list-style-type: none"> <li>• Analyse alignment</li> <li>• Informing policy decisions</li> <li>• Direction to achieve goals</li> </ul>
<b>Tools</b>	<p>Business intelligence</p>	<p>Statistical modeling techniques</p>

# Classification Structure Review - Framework Design Principles

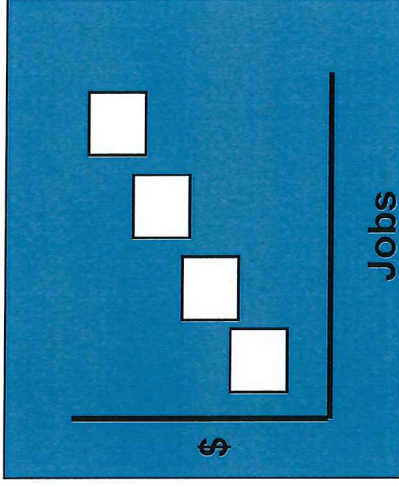
## Key Considerations

2

**Multiple levels**



**Broad levels**



Too many levels may lead to:	Too few levels may lead to:
<ul style="list-style-type: none"> <li>• Dispute over which level to place a position in</li> <li>• Lack of flexibility in work design</li> <li>• Difficulty in developing organisational and career path structures</li> <li>• Pay progression only possible through job promotion</li> <li>• Continued pressure to review roles based on minor changes to duties</li> </ul>	<ul style="list-style-type: none"> <li>• Widely different jobs being clustered together</li> <li>• Reduced emphasis on status</li> <li>• Upsetting perceptions of equity and work value relativities</li> <li>• Very broad pay ranges which require additional management techniques</li> </ul>

# Work Value Assessment Mercer CED Job Evaluation Methodology

2

## Expertise Factor

The expertise factor measures the requirements of the position for education, training and work experience, the diversity of individual tasks as well as interpersonal skills.

### Knowledge and Experience

Education, training and work experience requirements of the position. Nature and extent of requisite knowledge required for the job does not necessarily reflect the training and experience of the current job holder

### Breadth

Diversity of functions performed by the position and breadth of knowledge required. Impact of environmental influences (e.g. variety and nature of product/services) on the position. The need to integrate diverse or related activities.

### Interpersonal Skills

Position's requirement for skill in managing and negotiating with people. Not a measure of the incumbent's interpersonal skills, but the skills required to meet position objectives.

## Judgment Factor

The judgment factor evaluates reasoning components of a job, focusing on the task definition and complexity, the constraining within which employees need to resolve problems and other thinking challenges of the position.

### Job Environment

Clarity, objectives, guidelines and policies as well as the nature and variety of tasks, steps, processes, methods or activities in the work performed. The degree to which a position holder must vary the work and develop new techniques.

### Reasoning

The requirements in the position for reasoning, analysis and creativity. The position's emphasis on the need for analysing and solving problems.

## Accountability Factor

This factor evaluates the nature of the position's authority and involvement in managing the organisation's resources. It includes the influence of the position's advice and accountability for results of decisions.

### Impact

The resources for which the position is primarily held accountable or the impact made by the policy advice or service given. May be measured in monetary terms or on a policy/advice significance scale.

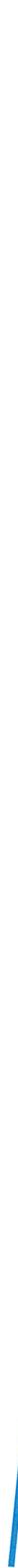
### Independence and Influence

Level of accountability and independence in the commitment of resources, provision of advice or delivery of services. Requirement for acting as an organisational representative. The extent of accountability is considered alongside the impact measure.

### Involvement

The nature of the position's accountability for the management of, or influence over, organisation resources. For example, whether the position has full accountability or shared accountability for a particular resource.

# Possible Options of Engagement



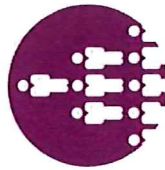
# Mercer Level of Support

## Our consulting model can flex to your needs; from providing tools and data to full implementation

### LEVEL OF SUPPORT



Moderate:  
“backstage”



Strong: we do it  
with you



Comprehensive:  
we do it for you

### TOOL SUPPORT

Clients have the option to leverage and customise Mercer examples – or use their own

Mercer establishes content based on best practices and proprietary Mercer information (frameworks, benchmarking data, etc.)

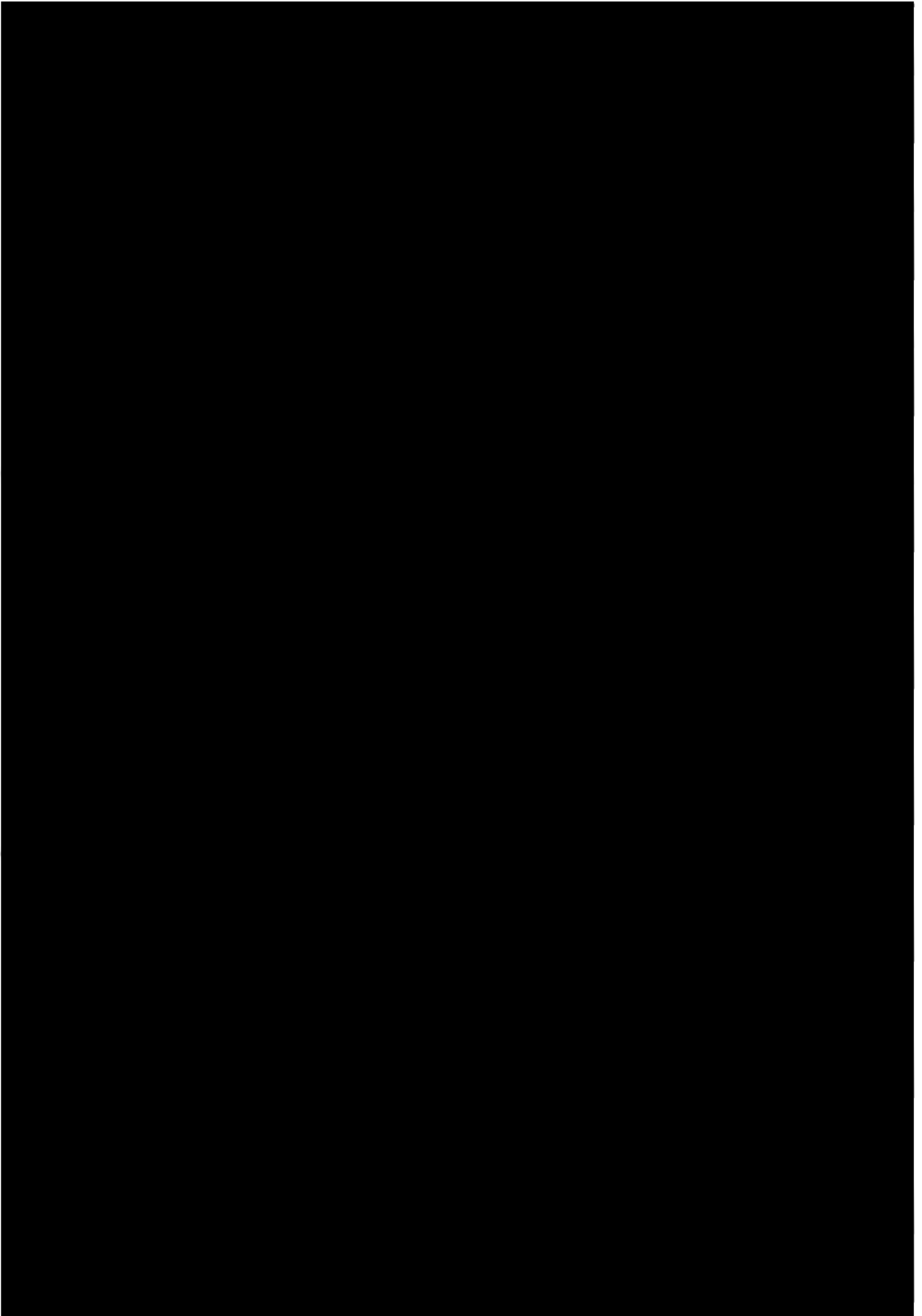
Mercer uses proprietary tools (e.g. Mercer Analytics), including training for HR & support to roll out to the Organisation

### PM / COMMUNICATION

Project management and stakeholder communications done by client organisation

Mercer supports client organisations in stakeholder communication efforts

Mercer manages required stakeholder communication within client organisations and managers





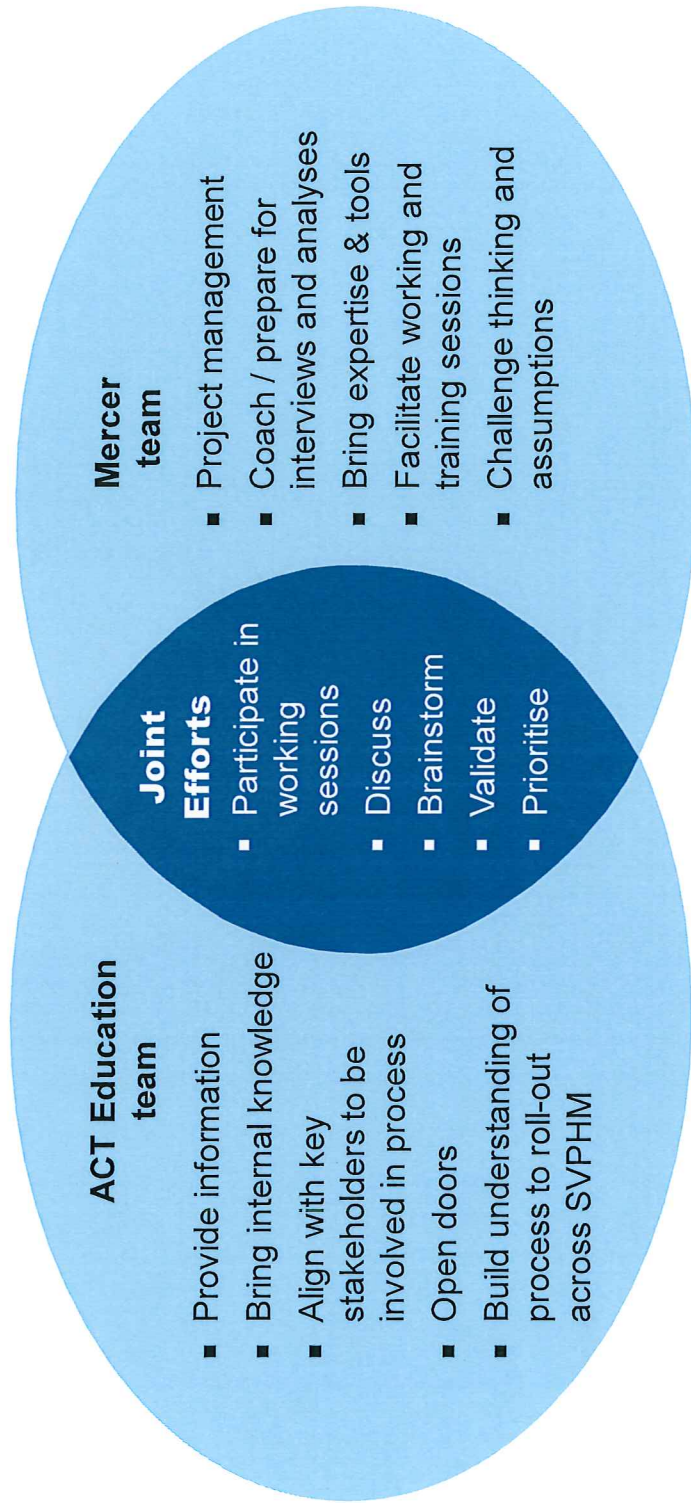
# Project Team

# Project Team

Effective cooperation with ACT Education stakeholder team is required to achieve deliverables in defined quality, time and budget

Project Team	
<b>ACT Education</b> <ul style="list-style-type: none"> <li>■ Coralie McAlister (Director)</li> <li>■ Michelle Tranda</li> <li>■ Carol Zanetti</li> <li>■ Sarah Tarrant</li> </ul>	<b>Mercer</b> <ul style="list-style-type: none"> <li>■ Jennifer Jervis</li> <li>■ Ephraim Spehrer-Patrick</li> <li>■ Courtney Hughes</li> </ul>

- Project direction, setting priorities to align with milestones and objectives
- Ensure & support access to best people for project
- Market insights and ready to make decisions
- Project planning, management and control
- Methodology and hypothesis development
- Deliverable output and presentation



# Project Team

## Mercer will support with strong expertise

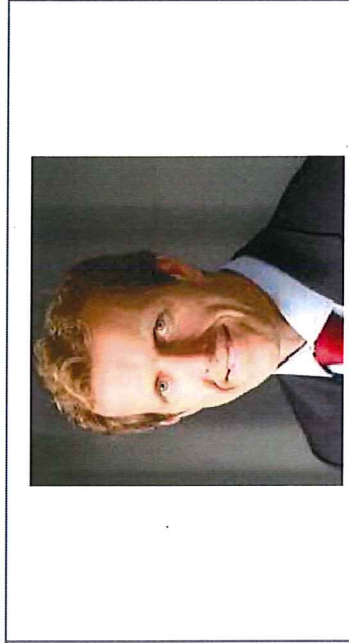


**Jennifer Jervis**  
Principal, Government, Education and Community Consulting Practice

Jennifer is a Principal in the Government Practice with 15+ years experience in human resource consulting and has been with Mercer since October 2003, based in Sydney.

Since joining Mercer Jennifer has worked on a range of consulting assignments within the area of Broad Based Performance and Rewards including; job design and analysis; job evaluation; classification/remuneration strategies and structures; annual remuneration reviews; senior executive remuneration / benefits advice and qualitative and quantitative process consulting work including capability frameworks, functional analysis and design, and workforce development models.

Jennifer holds a Bachelor of Mathematics (University of Wollongong), a Dip. Financial Planning (Deakin University) and is a Member of the Australian Human Resources Institute.

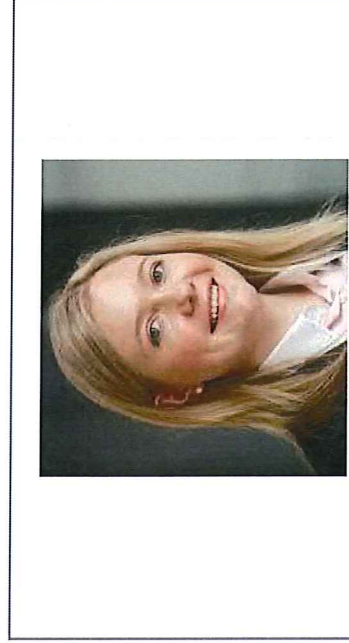


**Ephraim Spehrer-Patrick**  
Practice Leader Workforce Planning & Analytics, Pacific

Ephraim is Practice Leader in Mercer's Workforce Strategies, Planning & Analytics Practice for the Pacific region. He has developed and implemented workforce strategies with HR and Business Executives in different industries in Europe (East and West), the Middle East and Africa. He has worked extensively with Australian not for profit organisations in the education, sports and health care sector.

He has 17+ years in HR management and consulting covering workforce architecture and planning, organizational design, performance management, as well as post merger integration - on local, regional and global level.

Before joining Mercer he was VP HR Strategy and Structure for a European multinational company. Ephraim holds an Executive MBA from Henley Business School (UK) as well as a degree in business and education, University of Heidelberg.



**Courtney Hughes**  
Associate, Workforce Planning & Analytics, Pacific

Courtney is an Associate in Mercer's Talent Practice in Melbourne. She is experienced in advising organisations on a broad range of human capital issues including organisation design, workforce analysis and planning, process improvement, employee engagement, performance management and remuneration strategy and benchmarking.

Courtney's recent experience includes leading the analytics team on a workforce planning project for a Federal Government department whose objective was to determine most appropriate future structure and staffing model to support the anticipated demand for services. This work also entailed organisation design, work value measurement and assessment of competency requirements.

She holds a Bachelors degree in Commerce from the University of Melbourne.

# Appendix: Case Study Examples



# Case 1 – Overview: Post Mercer Integration of Global IT Services Organisation

## Situation / Challenge

- Global IT services company wanted to increase footprint and revenues in key markets / geographies around the world
- A key player and competitor in the IT industry has been on sale as result of the divestment of parent company
- Receiving sufficient Business and HR information / data during the early stage of the due diligence process was difficult, given the perceived competitive rivalry of both organisations (buyer and target organisation)



## Action

- Mercer has been engaged from the very beginning of the due diligence process to determine financial and people risks in the target organisation (including pension liabilities, cost and productivity differences related to defined workforce segments and geographies)
- Supporting the purchase price negotiations and key financial aspects in the SPA
- Defining roadmap for productivity and cost baseline improvement after deal closing




## Results

- The Mercer analysis strongly supported the purchase price negotiations (discounted cash flow impact based on cost and productivity differences), resulting in significant reduction of purchase price
- Short-, mid- and long-term integration strategy and plan defined, in alignment with identified cost savings and productivity improvement potentials
- Mercer analysis has been accepted by unions and employee representatives of acquired companies as basis for alignment of existing working conditions (union agreements, company agreements, employment contracts)

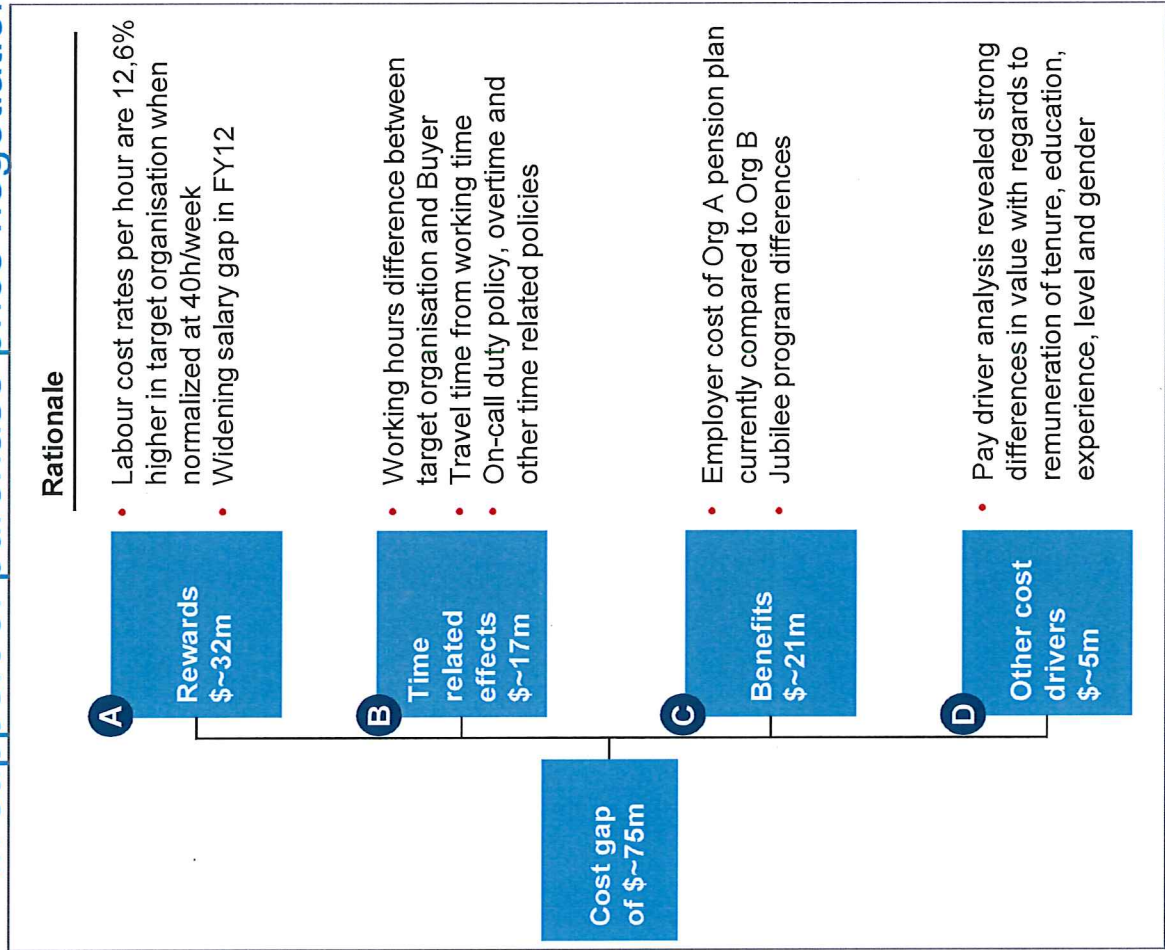
# Case 1: Workforce / labour analytics

Understanding total cost of employment as well as current and desired productivity levels were a critical input to the integration strategy and plan

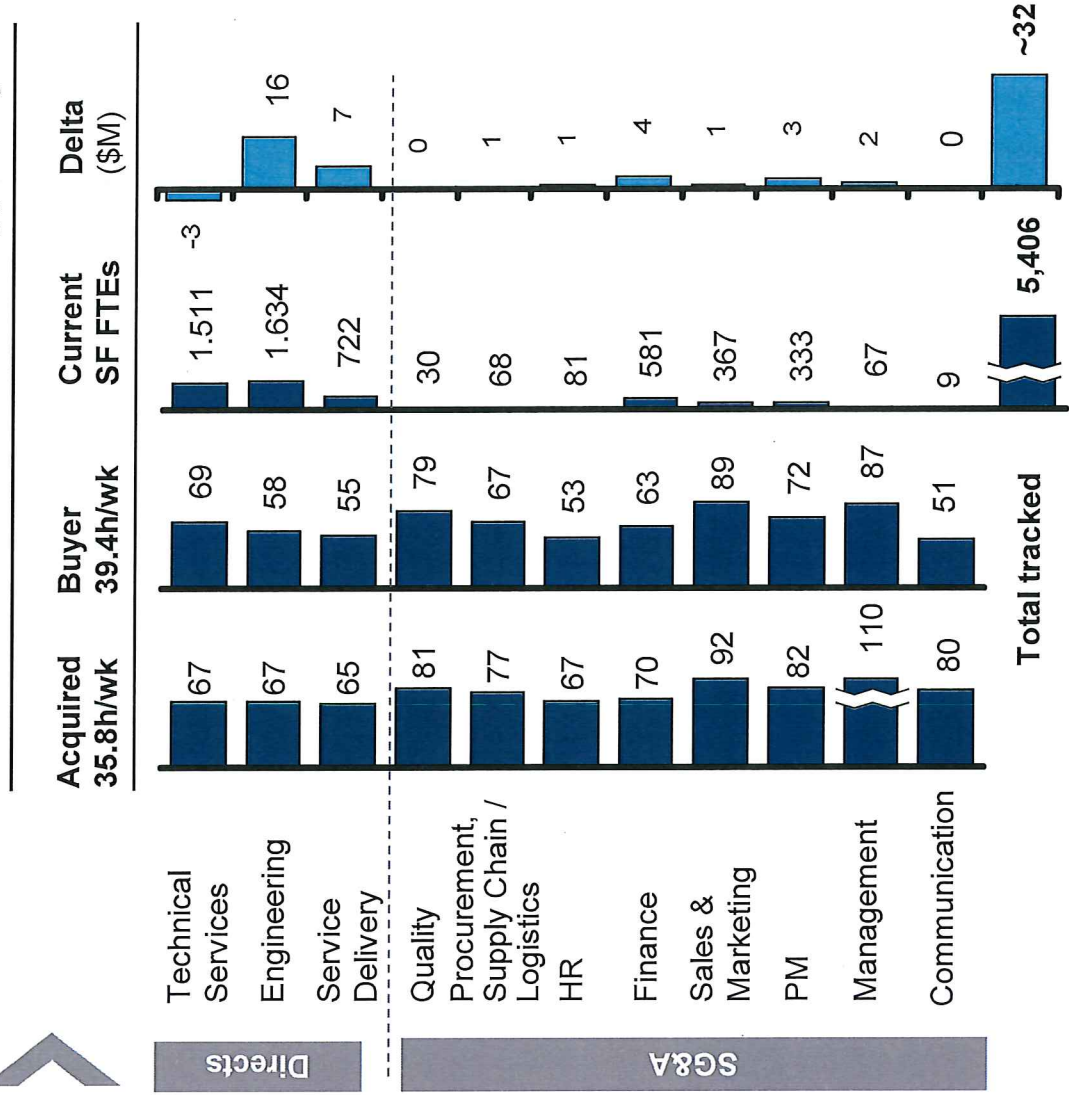
Dimensions	Approach	Benefits
<div style="display: flex; flex-direction: column; gap: 10px;"> <div style="background-color: #004a87; color: white; padding: 10px; text-align: center;">Remuneration cost</div> <div style="background-color: #004a87; color: white; padding: 10px; text-align: center;">Benefits cost</div> <div style="background-color: #004a87; color: white; padding: 10px; text-align: center;">Work practices and related cost</div> <div style="background-color: #004a87; color: white; padding: 10px; text-align: center;">Other workforce drivers (demographics, tenure, industry experience, etc.)</div> </div>	<ul style="list-style-type: none"> <li>Establish clarity about existing cost base related to remuneration policies and employee agreements (awards, EAs, employment contracts etc)</li> <li>Explore pay drivers (e.g. tenure, age, expertise, location etc) and how they are aligned with the business strategy</li> <li>Understand productivity drivers as the basis to identify cost savings and policy alignment opportunities that support integration and improve the bottom line</li> </ul>	<ul style="list-style-type: none"> <li>Clear priorities of what needs to be addressed during / post transaction</li> <li>Limit negative impact of the deal on bottom line through competitive employment cost base</li> <li>Sustainable plans in place to address identified workforce risks</li> <li>Understand requirements for competitive remuneration strategy in line with productivity requirements</li> <li>Clarity in communication with employees about “the deal” from day one</li> </ul> 

# Case 1: Sample output

Significant cost differences and productivity increase potentials have been identified in support of purchase price negotiations



Break down of rewards cost differences by job family



# Case 1: Sample output

A pay driver analysis revealed the impact of tenure on remuneration cost as well as well as productivity

## Pay Driver Analysis

- Functions normalised against Accountancy.

## Functions

- Small spread between functions
- High pay: Marketing and Systems Management

## Organisation / Demographics

- Level: Steep progression in pay
- Age: 10 additional years => +\$ 6,060
- Tenure: 10 additional years => - \$ 3,270
- Gender: male are better paid than their female peers in same jobs with same other variables
- Tenure reduces pay substantially
- It implies organisation has sourced experienced employees with a premium from the external labour market (or in previous outsourcing deals).

## Pay Drivers / Factors

Functions		
Business Management	18 677	X
Executive	73 000	X
Marketing	21 081	
System Management	16 308	
Accountancy	0	
<b>Organization / Demographics</b>		
Level: +1 level	8 213	X
Age: +1 year	606	X
Tenure: +1 year	-327	X
Male	1 680	

Notes: R<sup>2</sup>=0.86. Probability denotes that the effect is true at least with 95% probability.



**Pay decreases substantially with tenure.** For example employees between 2 and 6 years tenure earn on average \$ 3,500 more than those with tenure of 7 years and more. Age was strongly rewarded: **decreasing the average age could reduce direct labour costs significantly.**



## Case 2 – Overview

### Australian University

#### Situation / Challenge

- Organisation has recently fallen back in research output related rankings and building research capabilities are seen as critical to claw their way back into the top 1% of research focused universities in the world



#### Action

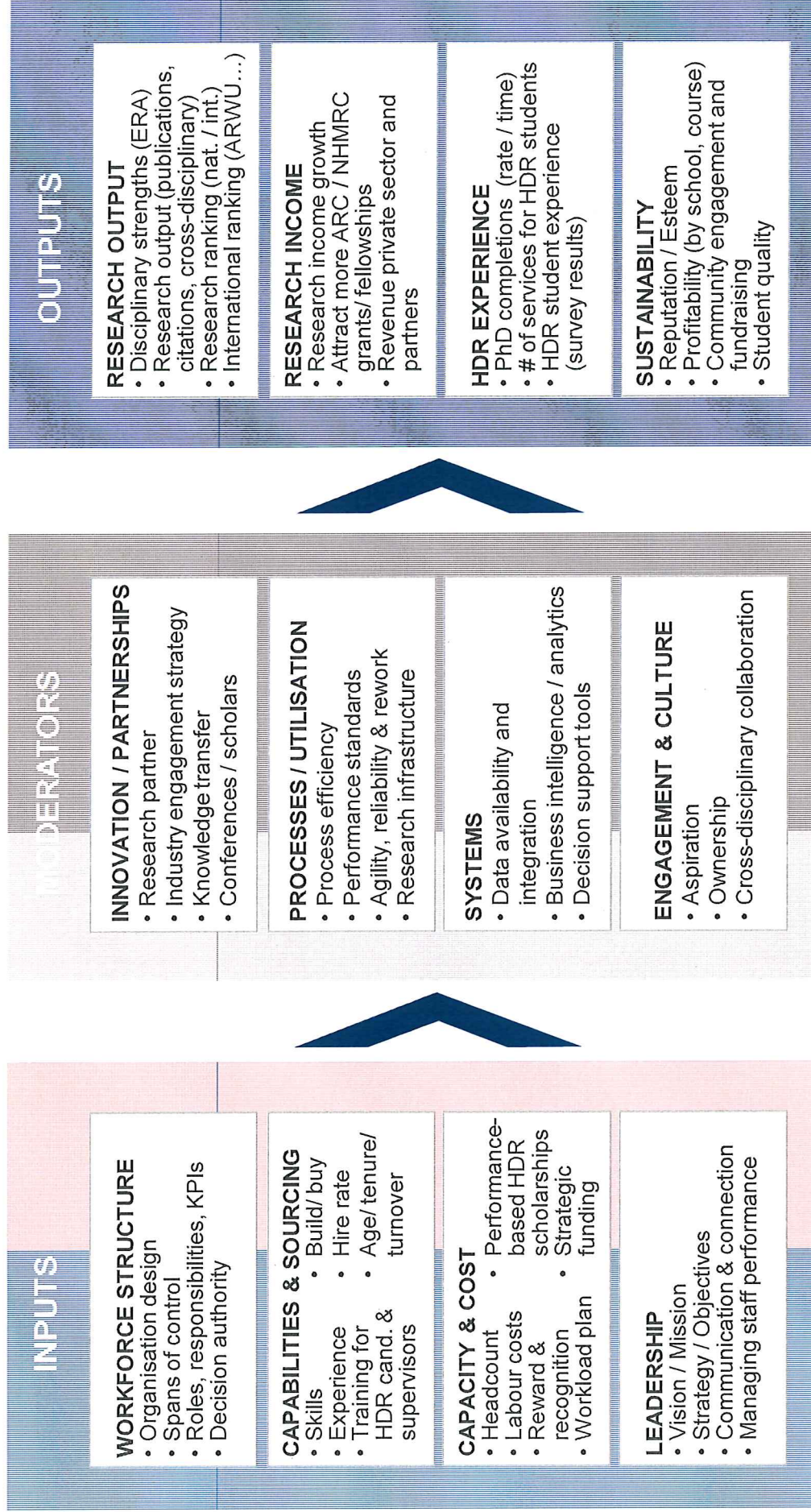
- Assessment of current research performance (output) by Faculty and Research Focus Area, linked to the different academic roles (from Associate Lecturer to Professor)
- Assessment of current research capabilities and drivers for research output, including the analysis of academic workload patterns, tenure, employment arrangements, pay etc. on research output
- Assessment of risks related to current research gaps and define priorities for mitigating / addressing these risks



#### Results

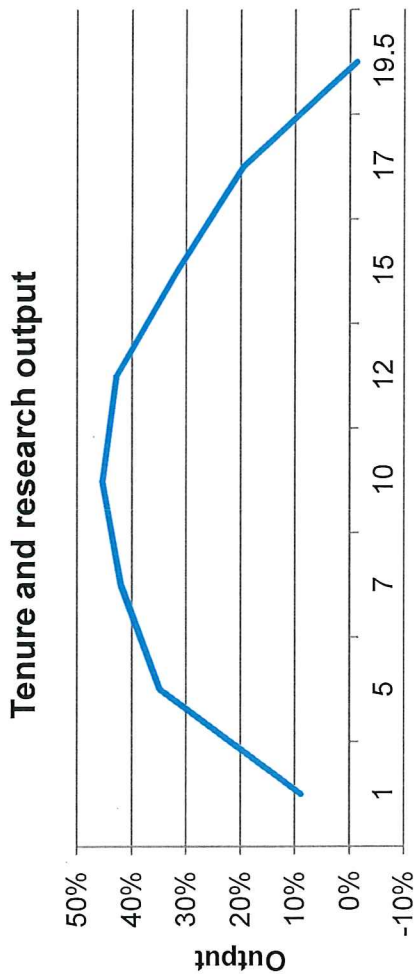
- Defined changes with academic leadership team (e.g. alignment of academic workload planning for active researchers)
- Defined business case for identified changes in workforce governance and decision making processes between central research services, research focus areas, Heads of School and academics
- Established transformation roadmap and action plan for DVC Research, Faculties and HR to implement changes
- Achieved strong buy in by the University leadership team through evidence-based decision approach

# Case 2: Research Workforce Productivity Driver Framework University Example (just for illustration)

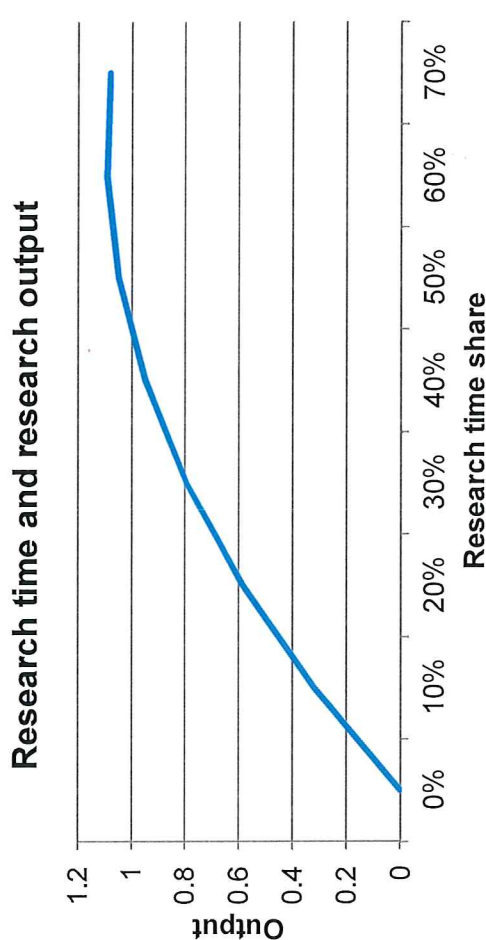


## Case 2: Sample Research Output Drivers

### Snapshot: The impact of tenure and research time share on publications



Tenure has a **clear effect on research output**: the optimum is a tenure of 10 years.



As expected, more research time has a **positive effect on research output**. However, the positive impact decreases above 40% and peaks at a 63% research workload allocation.

Notes: R-squared 0.31. Sample size 862. The dependent variable has not been adjusted for the quality of research (e.g. impact factor or citations). Significance levels \* = 0.05 level, \*\* = 0.01 and \*\*\* = 0.001.

MERCER Source: Mercer (disguised project example)

# Appendix: Additional information



# Workforce Metrics & Benchmarking

## We combine and leverage information, learning, consulting and the use of technology in our work with clients

### BENCHMARKS

- Workforce Metrics Benchmark Reports



- Global HR Factbook 2014



- HR Effectiveness Monitor 2014

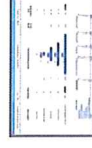


### LEARNING

- HR Business Partner Development Programme
- Creating a Centre of Excellence in Workforce Analytics and Metrics
- Strategic Workforce Planning
- Workforce Productivity and Metrics Master Class
- Mercer College Program
- Inhouse programs

### CONSULTING

- Thought Leadership
- Metrics, analytics and workforce planning usage report (survey report)
- Mercer Talent Barometer 2014 (survey report)
- Global Performance Management Report 2013 (survey report)
- Business Impact Modeling®
- Internal Labour Market Analysis®



### TECHNOLOGY

- Mercer Analytics
- Internal Labour Market Maps
- External Labour Market Analysis®
- Human Capital Scan®
- Mercer WIN®
- Global HR Monitor
- TalentSIM®
- Talent Impact (Mercer's Talent Technology Solution portfolio)

# Mercer Tools

## Selected tools we use to support HR strategy & analytics projects

DIRECTION	
<b>Mercer Analytics</b>	Provides an easy to use, customisable means to track, measure and explore your workforce. It supplies a customised dashboard to ease workforce reporting and allows for migration to higher value analytics such as ILM® to understand why your workforce is changing and what can be done.
<b>Human Capital Scan®</b>	Provides a qualitative gauge of the importance and relative alignment between business objectives and the various components of human capital strategy. The tool systematically probes a range of issues, from the current state of the business to the envisaged strategy. As it relates to workforce planning, there is particular emphasis on the material impact of business objectives on staffing levels, skill requirements, and labour location.
<b>Internal Labour Market Mapping Tool</b>	A component of Mercer's Internal Labour Market Analysis® is an internal labour market (ILM) map. It is a quantitative picture of talent flows in an organisation. This map graphically summarises inflows, current employees, workforce development and outflows by career level. Visualising the structure and flows of the workforce highlights trends and changes not visible in numbers.
<b>External Labour Market Analysis®</b>	Evaluates local, regional and national labour supply and demand conditions around the world. Even within a metropolitan area, labour market conditions may vary. Understanding the distribution of an organisation's workforce and varying labour market characteristics (such as educational attainment rates and commuting distance) informs recruiting efforts, pay decisions and the selection of alternative site locations.
<b>Internal Labour Market Analysis®</b>	Examines, the flow of people into, through and out of an organisation, answering fundamental questions about a firm's workforce, such as who gets hired, who performs well, who advances and who stays. It also provides critical insights into the operation of an organisation's management system, reflecting actual (versus perceived) practices and their consequences. It focuses on causal links between critical workforce events and behaviors over time; thus, it reveals which attributes and management practices account for workforce outcomes.
<b>Business Impact Modeling®</b>	Quantitatively identifies and models the workforce characteristics and management practices that are the strongest drivers of business outcomes such as productivity, profitability, growth, quality and customer retention.
OPTIMIZATION	

# Mercer Training Offering

## We have market proven Workforce Analytics training offerings which we leverage in client projects to ensure the knowledge transfer.

### MERCER SWP LEARNING PROGRAMS

Mercer's three one day learning program will equip HR Executives and Professionals with key methodologies to make a difference in the business



**WORKFORCE METRICS AND ANALYTICS**  
Driving Business Results with Data



**STRATEGIC WORKFORCE PLANNING**  
Defining and Fulfilling Business Requirements



**WORKFORCE ANALYTICS AND PLANNING EXECUTION**  
Building a Center of Expertise

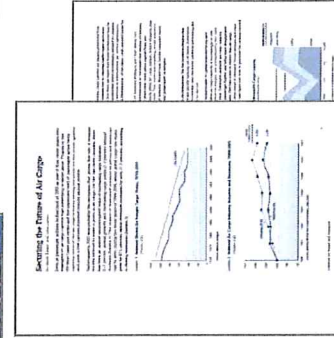
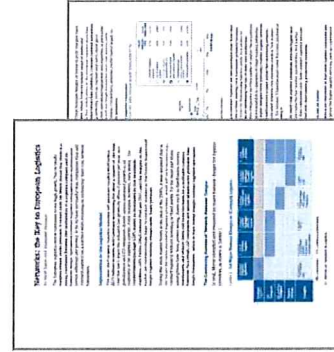
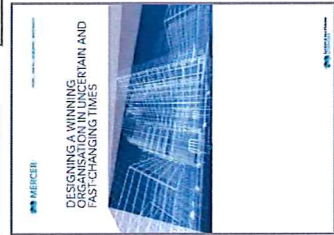
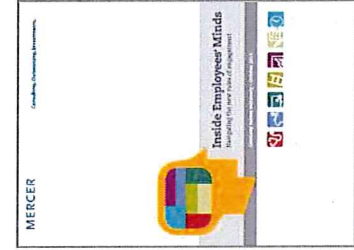
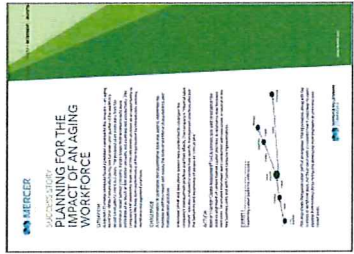
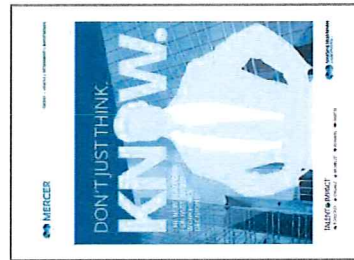
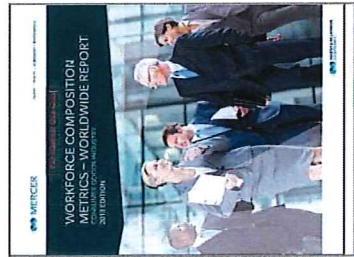
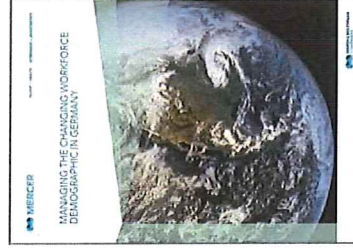
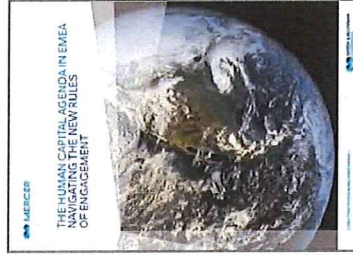
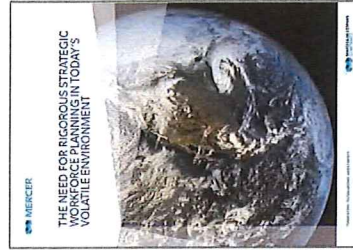
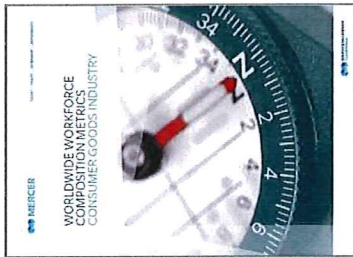
You will find more details about the program on our website

### ENABLEMENT

The Learning offering will address capabilities such as:

- What is the SWP approach and the objective of SWP?
- What is the governance model?
- What is my role and responsibility in the process?
- How does the process look like?
- How can I use the SWP playbook? What tools and templates can I use?
- Who needs to be involved?
- What are the typical "pitfalls"?
- How should I run the implementation? What are typical timelines?
- What and how should I communicate in this context?

# Mercer Intellectual Capital Own studies on key HR topics supplement our experiences deep understanding from many client engagements





# Contact

**Ephraim Spehrer-Patrick**  
**Practice Leader Workforce Planning & Analytics**  
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Email: [ephraim.spehrer@mercercor.com](mailto:ephraim.spehrer@mercercor.com)

**Jennifer Jervis**  
**Principal (Government, Education and Community Consulting Practice)**  
Mobile: +61 2 8864 6636  
Email: [jennifer.jervis@mercercor.com](mailto:jennifer.jervis@mercercor.com)



**Nikolas, Lejla**

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**From:** Spehrer-Patrick, Ephraim [Ephraim.Spehrer@mercero.com]  
**Sent:** Thursday, 22 January 2015 11:46 AM  
**To:** McAlister, Coralie  
**Cc:** Tranda, Michelle; Jervis, Jennifer; Hughes, Courtney  
**Subject:** RE: School Assistant Review

Thank you Coralie.

We are looking forward to speaking with you soon.

Regards,  
Ephraim

---

**From:** McAlister, Coralie [mailto:Coralie.McAlister@act.gov.au]  
**Sent:** Wednesday, 21 January 2015 6:19 PM  
**To:** Spehrer-Patrick, Ephraim  
**Cc:** Tranda, Michelle  
**Subject:** RE: School Assistant Review

Thank you Ephraim

Happy New Year to the team also. Thank you for this. We will certainly print, discuss and get back to you – most likely mid next week.

Regards

*Coralie*

**Coralie McAlister**  
Director People and Performance I  
ACT Education and Training Directorate I  
Phone 620 59202 | Email [coralie.mcalister@act.gov.au](mailto:coralie.mcalister@act.gov.au) |

---

**From:** Spehrer-Patrick, Ephraim [mailto:Ephraim.Spehrer@mercero.com]  
**Sent:** Wednesday, 21 January 2015 9:00 AM  
**To:** McAlister, Coralie; Tranda, Michelle  
**Cc:** Jervis, Jennifer; Hughes, Courtney  
**Subject:** RE: School Assistant Review

Dear Coralie and Michelle,

Belated Happy New Year! Hope you had a nice holiday break.

As discussed, attached is the proposal which outlines our approach, team and fees to support your classification structure review project. We can adapt our involvement to suit your needs – this is reflected in different options in the proposal.

Please let us know if you have any questions. Jennifer and I are very happy to have a follow up conversation with you in the coming days.

Best regards,  
Jennifer and Ephraim

**Ephraim Spehrer-Patrick** (Practice Leader)

**Mercer** | Darling Park Tower 3, 201 Sussex Street, Sydney NSW, Australia  
+61 2 8864 6463 | Mobile +61 420 591751 | [ephraim.spehrer@mercerc.com](mailto:ephraim.spehrer@mercerc.com)  
Assistants: +61 2 8864 6635 | Mon-Tuesday - Sonia Costa | [sonia.costa@mercerc.com](mailto:sonia.costa@mercerc.com)  
Wed-Friday - Maria Bowman | [maria.bowman@mercerc.com](mailto:maria.bowman@mercerc.com)  
[www.mercerc.com.au](http://www.mercerc.com.au) | Mercer Consulting (Australia) Pty Ltd ABN 55 153 168 140

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**From:** McAlister, Coralie [<mailto:Coralie.McAlister@act.gov.au>]

**Sent:** Wednesday, 26 November 2014 12:25 PM

**To:** Spehrer-Patrick, Ephraim

**Cc:** Jervis, Jennifer

**Subject:** School Assistant Review

Good Afternoon Ephraim

I hope this finds you well....

Well, it has been a little while, but I would very much like to reopen the conversation we had regarding a School Assistant Review we are currently conducting in ACT Education and Training.

I've attached for you our project concept brief and the TOR for the working group which has begun to meet.

I'll let you orient yourself to the attached and then I'd appreciate being able to set up a time where Michelle (project lead) and myself could call you to discuss.

Regards

*Coralie*

**Coralie McAlister** |

Director People and Performance |

ACT Education and Training Directorate |

Phone 620 59202 | Email [coralie.mcalister@act.gov.au](mailto:coralie.mcalister@act.gov.au) |

---

**From:** Jervis, Jennifer [<mailto:Jennifer.Jervis@mercerc.com>]

**Sent:** Wednesday, 3 September 2014 9:52 AM

»: McAlister, Coralie

**Cc:** Spehrer-Patrick, Ephraim

**Subject:** Mercer Assistance and Ephraim's contact details

Hi Coralie,

Lovely to speak with you yesterday and further understand your requirements and strategic outputs of the proposed School Assistants Review.

We look forward to receiving the Project Concept Brief and responding accordingly.

Ephraim's contact details are below for your reference:

**Ephraim Spehrer-Patrick**, Principal

**Mercer** | Darling Park Tower 3, 201 Sussex Street, Sydney NSW, Australia  
+61 2 8864 6463 | Mobile +61 420 591751 | [ephraim.spehrer@mercerc.com](mailto:ephraim.spehrer@mercerc.com)  
Assistants: +61 2 8864 6635 | Mon-Tuesday - Sonia Costa | [sonia.costa@mercerc.com](mailto:sonia.costa@mercerc.com)  
Wed-Friday - Maria Bowman | [maria.bowman@mercerc.com](mailto:maria.bowman@mercerc.com)  
[www.mercerc.com.au](http://www.mercerc.com.au) | Mercer Consulting (Australia) Pty Ltd ABN 55 153 168 140

With kind regards  
Jennifer

**Jennifer Jervis**, Principal  
Talent | Government, Education and Community Consulting Practice  
**Mercer** 201 Sussex Street, Darling Park Tower 3, Sydney 2000 NSW, Australia  
+61 02 8864 6636 | Fax +61 02 8915 1526 [jennifer.jervis@mercerc.com](mailto:jennifer.jervis@mercerc.com)

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Geschäftsführer: Achim Lueder

Vorsitzender des Aufsichtsrates: Sven A. Kado

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Thank you for your cooperation.

**Nikolas, Lejla**

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**From:** Spehrer-Patrick, Ephraim [Ephraim.Spehrer@mercer.com]  
**Sent:** Friday, 27 February 2015 12:16 PM  
**To:** McAlister, Coralie  
**Cc:** Tranda, Michelle; Jervis, Jennifer  
**Subject:** RE: School Assistant Review

Hi Coralie,

Hope this Email finds you well.

We were wondering if you had the chance to review the proposal outline and whether there are any changes to your project plan and timeline?

We would be interested in your feedback and are happy to discuss in more detail with you in the coming days.

Best regards,  
Ephraim

**Ephraim Spehrer-Patrick** (Practice Leader)  
**Mercer** | Darling Park Tower 3, 201 Sussex Street, Sydney NSW, Australia  
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[www.mercer.com.au](http://www.mercer.com.au) | Mercer Consulting (Australia) Pty Ltd ABN 55 153 168 140

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**From:** McAlister, Coralie [mailto:Coralie.McAlister@act.gov.au]  
**Sent:** Wednesday, 21 January 2015 6:19 PM  
**To:** Spehrer-Patrick, Ephraim  
**Cc:** Tranda, Michelle  
**Subject:** RE: School Assistant Review

Thank you Ephraim

Happy New Year to the team also. Thank you for this. We will certainly print, discuss and get back to you – most likely mid next week.

Regards

*Coralie*

**Coralie McAlister** |  
Director People and Performance |  
ACT Education and Training Directorate |  
Phone 620 59202 | Email [coralie.mcalister@act.gov.au](mailto:coralie.mcalister@act.gov.au) |

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**From:** Spehrer-Patrick, Ephraim [<mailto:Ephraim.Spehrer@mercer.com>]  
**Sent:** Wednesday, 21 January 2015 9:00 AM  
**To:** McAlister, Coralie; Tranda, Michelle  
**Cc:** Jervis, Jennifer; Hughes, Courtney  
**Subject:** RE: School Assistant Review

Dear Coralie and Michelle,

Belated Happy New Year! Hope you had a nice holiday break.

As discussed, attached is the proposal which outlines our approach, team and fees to support your classification structure review project. We can adapt our involvement to suit your needs – this is reflected in different options in the proposal.

Please let us know if you have any questions. Jennifer and I are very happy to have a follow up conversation with you in the coming days.

Best regards,  
Jennifer and Ephraim

**Ephraim Spehrer-Patrick** (Practice Leader)  
**Mercer** | Darling Park Tower 3, 201 Sussex Street, Sydney NSW, Australia  
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[www.mercer.com.au](http://www.mercer.com.au) | Mercer Consulting (Australia) Pty Ltd ABN 55 153 168 140

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**From:** McAlister, Coralie [<mailto:Coralie.McAlister@act.gov.au>]  
**Sent:** Wednesday, 26 November 2014 12:25 PM  
**To:** Spehrer-Patrick, Ephraim  
**Cc:** Jervis, Jennifer  
**Subject:** School Assistant Review

Good Afternoon Ephraim

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Coralie

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Director People and Performance |  
ACT Education and Training Directorate |  
Phone 620 59202 | Email [coralie.mcalister@act.gov.au](mailto:coralie.mcalister@act.gov.au) |

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**From:** Jervis, Jennifer [<mailto:Jennifer.Jervis@mercerc.com>]  
**Sent:** Wednesday, 3 September 2014 9:52 AM  
**To:** McAlister, Coralie  
**Cc:** Spehrer-Patrick, Ephraim  
**Subject:** Mercer Assistance and Ephraim's contact details

Hi Coralie,

Lovely to speak with you yesterday and further understand your requirements and strategic outputs of the proposed School Assistants Review.

We look forward to receiving the Project Concept Brief and responding accordingly.

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With kind regards  
Jennifer

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**Nikolas, Lejla**

---

**From:** Spehrer-Patrick, Ephraim [Ephraim.Spehrer@mercero.com]  
**Sent:** Friday, 27 February 2015 6:12 PM  
**To:** McAlister, Coralie  
**Cc:** Tranda, Michelle; Jervis, Jennifer  
**Subject:** RE: School Assistant Review (2)

Hi Coralie,

Thanks for your feedback!  
Wednesday next works well. I will send you a conference call invitation in a separate Email.

Have a nice weekend,  
Ephraim

---

**From:** McAlister, Coralie [mailto:Coralie.McAlister@act.gov.au]  
**Sent:** Friday, 27 February 2015 5:35 PM  
**To:** Spehrer-Patrick, Ephraim  
**Cc:** Tranda, Michelle; Jervis, Jennifer  
**Subject:** RE: School Assistant Review

Hello Ephraim

My apologies regarding the delay in responding to your proposal. It's comprehensive and clear and we would certainly like to have a further discussion with you.

Is there any chance Michelle and I might call you next Wednesday at 11.00am? The purpose of the call is to let you know the likely level of engagement (Tier 1 – 3) and also clarify a couple of further pieces of information.

We can, of course, arrange another time to speak with you if this does not suit. We'd be keen to have a further conversation.

Regards

*Coralie*

**Coralie McAlister**  
Director People and Performance I  
ACT Education and Training Directorate I  
Phone 620 59202 | Email [coralie.mcalister@act.gov.au](mailto:coralie.mcalister@act.gov.au) |

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**From:** Spehrer-Patrick, Ephraim [<mailto:Ephraim.Spehrer@mercero.com>]  
**Sent:** Friday, 27 February 2015 12:16 PM  
**To:** McAlister, Coralie  
**Cc:** Tranda, Michelle; Jervis, Jennifer  
**Subject:** RE: School Assistant Review

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Best regards,  
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ACT Education and Training Directorate |  
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**Sent:** Wednesday, 21 January 2015 9:00 AM  
**To:** McAlister, Coralie; Tranda, Michelle  
**Cc:** Jervis, Jennifer; Hughes, Courtney  
**Subject:** RE: School Assistant Review

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**Ephraim Spehrer-Patrick** (Practice Leader)  
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**Cc:** Jervis, Jennifer  
**Subject:** School Assistant Review

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Phone 620 59202 | Email [coralie.mcalister@act.gov.au](mailto:coralie.mcalister@act.gov.au) |

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**From:** Jervis, Jennifer [<mailto:Jennifer.Jervis@mercer.com>]  
**Sent:** Wednesday, 3 September 2014 9:52 AM  
**To:** McAlister, Coralie  
**Cc:** Spehrer-Patrick, Ephraim  
**Subject:** Mercer Assistance and Ephraim's contact details

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With kind regards  
Jennifer

**Jennifer Jervis**, Principal  
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Thank you for your cooperation.

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Mercer Deutschland GmbH, Sitz: Frankfurt am Main, Amtsgericht Frankfurt am Main HRB 76595  
Geschäftsführer: Achim Lueder

Vorsitzender des Aufsichtsrates: Sven A. Kado

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Thank you for your cooperation.

Honeyball, Leeanne

---

**From:** Tranda, Michelle  
**Sent:** Tuesday, 10 March 2015 12:39 PM  
**To:** 'Ephraim.Spehrer@mercer.com'  
**Cc:** 'Jennifer.Jervis@mercer.com'; McAlister, Coralie  
**Subject:** 150305 Project Concept Brief Update  
**Attachments:** 150305 Project Concept Brief Update.doc

Dear Ephraim

As discussed in our teleconference last week, attached is the revised and updated Project Concept Brief for the School Assistant Classification Review.

Please do not hesitate to contact me directly should you wish to discuss or clarify any aspect of the brief or should you require any additional information.

Cheers

---

Michelle Tranda | Senior Project Officer  
**Phone 02 620 57390 | Email: [michelle.tranda@act.gov.au](mailto:michelle.tranda@act.gov.au)**  
**People and Performance | Education and Training Directorate | ACT Government**  
Level 4 220 Northbourne Avenue | GPO Box 158 Canberra ACT 2601 | [www.act.gov.au](http://www.act.gov.au)

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Ref: 2014/06093

## PROJECT CONCEPT BRIEF

**Title:** Classification Review

**Lead:** Michelle Tranda – People and Performance Branch

**Initiative Category:** *ACTPS Administrative and Related Classification Enterprise Agreement 2013-2017 Commitment*

**Primary Objective:**

The *ACTPS Administrative and Related Classifications Enterprise Agreement 2014-2017*, clause T21, provides for a Classification Review. The key objectives of the review are:

- Support a move from a rigid to a more flexible classification structure to enable principals to recruit and deploy school assistants to better meet changing student needs.
- Clarify roles and responsibilities of school assistants in order to support teachers to focus on their core role of improving student outcomes.
- Articulate job expectations at each level of the classification structure, including the required skills, training/qualifications, providing school assistants with role and task clarity to support them in career planning.
- Align school assistant expectations with appropriate classification levels through a work value assessment (Mercer).
- Develop a coherent school assistant structure that supports career pathways for school assistants and meets contemporary school and system needs (Mercer).
- Provide principals with a School Assistant Classification Standards Framework Tool-kit that will enable them to make strategic decisions about /their workforce.

**Scope:**

The scope of this review involves 4 stages:

**Stage 1 – Information Gathering and Preliminary Consultation:**

Gain an understanding of current school assistant roles including job expectations, complexities and training/qualification requirements through data and statistic collection, consultation with key stakeholders including focus groups.

Identify any barriers such as current employment conditions and/or processes, that impact on work of school assistants or flexibility for principals to deploy staff in schools.



This stage will also include identifying non-core (or transferable) tasks of teachers for consideration and inclusion into school assistant's roles (what are teachers currently doing that could reasonably be undertaken by school assistants?). This work will be undertaken with reference to, and informed by the work arising from the bargaining of the teaching agreement.

Obtain an understanding of the current allowances payable to school assistants.

Engage Mercer to assist with technical aspects throughout the review.

### **Stage 2 – Analysis, Framework/Model Development and Consultation:**

Analyse the data and information collected throughout Stage 1 to inform the drafting of an improved School Assistant Classification Standards Framework and structure. The framework and structure will support career development for school assistants, while meeting the contemporary operational and educational needs of schools.

This stage will consider expanding the current structure to meet any identified gaps in administration, teacher support, technical or professional services. This may include the creation of new school assistant 5 and 6 classifications.

Develop job expectations, training/qualifications for each level of school assistants and undertake a work value assessment to determine appropriate classification levels.

### **Stage 3 – Trial and Refinement of new Framework:**

Consult/trial draft School Assistant Classification Standards Framework through a small selection of schools and/or focus groups across all sectors.

Consult with Working Group and other relevant stakeholders on proposed revised classification structure.

Incorporate all feedback and refine the Framework into a final draft.

Provide final draft of Framework and feedback on proposed revised classification structure to Mercer for final review/comment.

### **Stage 4 – Report and Recommendations:**

Develop a report with agreed recommendations, including implementation considerations for Director-General, Education and Training Directorate (the Directorate) approval.

## **Project Deliverables**

Deliverables will include:

- A School Assistant Classification Framework that provides clear job expectations, including required skills and training/qualifications, to enable career planning and inform recruitment decisions.
- A coherent classification structure that supports career development for school assistants and which meets contemporary school and system needs.
- A transparent process for administering allowances.

## Guiding Principles

- Our school assistants need a clear career pathway.
- Education school assistants have a key role to play in the delivery of educational outcomes.
- The Directorate is committed to working towards a school assistant structure that better meets the needs of students and school operations.
- Principals know best how to direct staff to meet student needs.
- The Directorate values our school assistant workforce and will ensure regular engagement and transparent consultation.
- In seeking the information which informs this review the Directorate will:
  - communicate frequently, openly, honestly and with integrity at all times;
  - engage regularly with internal and external project stakeholders;
  - participate and contribute at meetings, seeking first to understand and then to be understood.

## Engagement

- Relevant school based employees including principals, teachers, business managers and school assistants.
- Relevant office based sections including Student Wellbeing and Disability Education.
- People and Performance Branch.
- Relevant ETD forums, including School Network Reference Group (SNRG) and Business Managers' Meeting.
- Classification Review Working group.
- Mercer.

## Decision making

- Director, People and Performance.
- Deputy Director-General, Organisational Integrity.
- Director-General, Education and Training Directorate.

## Budget

Engagement of project officer and Mercer.

## Methodology and Timeline – Review

Timeframe	ETD People and Performance	Lead
<b>Pre-planning, Research &amp; Scope Review Requirements</b>		
Aug - Sept 2014	<ul style="list-style-type: none"> <li>• Undertake research ✓</li> <li>• Establish a working group which includes representatives of relevant school based employees ✓</li> <li>• Establish regular fortnightly meetings ✓</li> <li>• Develop terms of reference ✓</li> <li>• Identify and agree on Guiding Principles for the Review ✓</li> <li>• Identify and agree on who is in/out for the purposes of the Review ✓</li> <li>• Identify and agree on scope of review and deliverables i.e. consultation, analysis, pilot, report, revised structure and workforce planning tool-kit ✓</li> <li>• Develop Project Concept Brief ✓</li> </ul>	Michelle Tranda Carol Zanetti
<b>Stage 1 – Information Gathering</b>		
Dec 2014 – Jan 2015	<ul style="list-style-type: none"> <li>• Gather data and information through stakeholder consultation including: <ul style="list-style-type: none"> <li>– working group member networks, one-on-one interviews, attendance at relevant forums and appropriate other communication mediums i.e. School Bulletin ✓</li> <li>– comparative data from other jurisdictions ✓</li> <li>– workforce data from ACTPS HRIMS ✓</li> </ul> </li> <li>• Engage Mercer ✓</li> </ul>	Michelle Tranda Carol Zanetti Sarah Tarrant
<b>Stage 2 – Analysis, Framework/Model Development and Consultation</b>		
<ul style="list-style-type: none"> <li>• Feb 2015</li> <li>• Mar 2015</li> <li>• Mar/Apr 2015</li> <li>• Apr 2015</li> <li>• May 2015</li> <li>• May/June 2015</li> <li>• June 2015</li> </ul>	<ul style="list-style-type: none"> <li>• Analyse data and information collected through initial consultation process and research ✓</li> <li>• Articulate job expectations (Activity Descriptors) ✓</li> <li>• Draft new duty statement template (Position Descriptors)</li> <li>• Draft Work Level Standards (Classification Descriptors)</li> <li>• Review existing/create new duty statements (Position Descriptors)</li> <li>• Conduct Focus Groups</li> <li>• Review, evaluate and incorporate feedback from Focus Groups into Activity, Position and Classification Descriptors</li> <li>• Undertake work value assessment (Mercer)</li> <li>• Develop draft classification structure (Mercer)</li> </ul>	Michelle Tranda Carol Zanetti Sarah Tarrant
<b>Stage 3 – Trial and Refinement of Model</b>		
Jul – Aug 2015	<ul style="list-style-type: none"> <li>• Consult/trial School Assistant Classification Standards Framework with selected schools</li> <li>• Consider Mercer's proposed classification structure/s</li> <li>• Review, evaluate and incorporate feedback from consultation/trial into School Assistant Classification Standards Framework</li> <li>• Prepare final draft School Assistant Classification Standards Framework</li> <li>• Provide final draft School Assistant Classification Standards Framework and feedback on proposed classification structure to Mercer for final review/comment.</li> </ul>	Michelle Tranda Carol Zanetti Sarah Tarrant
<b>Stage 4 – Report and Recommendations</b>		
Sep 2015	<ul style="list-style-type: none"> <li>• Prepare report for Director-General, ETD including agreed recommendations from the Working Group re: <ul style="list-style-type: none"> <li>– School Assistant Classification Standards Framework</li> <li>– revised classification structure</li> </ul> </li> </ul>	Michelle Tranda Carol Zanetti Sarah Tarrant

**Nikolas, Lejla**

---

**From:** Spehrer-Patrick, Ephraim [Ephraim.Spehrer@mercero.com]  
**Sent:** Tuesday, 10 March 2015 4:41 PM  
**To:** Tranda, Michelle  
**Cc:** Jervis, Jennifer; McAlister, Coralie; Hughes, Courtney  
**Subject:** RE: 150305 Project Concept Brief Update

Dear Michelle,

Thank you for the updated document. This will help us to finalise our proposal (and statement of work).

We are looking forward to working with you and Coralie on this important assignment.

Best regards,  
Ephraim

**Ephraim Spehrer-Patrick**, Principal (Practice Leader)  
**Mercer** | Darling Park Tower 3, 201 Sussex Street, Sydney NSW, Australia  
+61 2 8864 6463 | Mobile +61 420 591751 | [ephraim.spehrer@mercero.com](mailto:ephraim.spehrer@mercero.com)  
Assistants: +61 2 8864 6635 | Mon-Tuesday - Sonia Costa | [sonia.costa@mercero.com](mailto:sonia.costa@mercero.com)  
Wed-Friday - Maria Bowman | [maria.bowman@mercero.com](mailto:maria.bowman@mercero.com)  
[www.mercero.com.au](http://www.mercero.com.au) | Mercer Consulting (Australia) Pty Ltd ABN 55 153 168 140

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**From:** Tranda, Michelle [<mailto:Michelle.TRANDA@act.gov.au>]  
**Sent:** Tuesday, 10 March 2015 12:39 PM  
**To:** Spehrer-Patrick, Ephraim  
**Cc:** Jervis, Jennifer; McAlister, Coralie  
**Subject:** 150305 Project Concept Brief Update

Dear Ephraim

As discussed in our teleconference last week, attached is the revised and updated Project Concept Brief for the School Assistant Classification Review.

Please do not hesitate to contact me directly should you wish to discuss or clarify any aspect of the brief or should you require any additional information.

Cheers

---

Michelle Tranda | Senior Project Officer  
**Phone 02 620 57390** | Email: [michelle.tranda@act.gov.au](mailto:michelle.tranda@act.gov.au)  
**People and Performance** | Education and Training Directorate | **ACT Government**  
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Thank you for your cooperation.

Nikolas, Lejla

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**From:** Spehrer-Patrick, Ephraim [Ephraim.Spehrer@mercero.com]  
**Sent:** Monday, 23 March 2015 4:45 PM  
**To:** McAlister, Coralie; Tranda, Michelle  
**Cc:** Jervis, Jennifer; Hughes, Courtney  
**Subject:** RE: 150305 Project Concept Brief Update / updated proposal  
**Attachments:** 2015\_SOW\_Classification Review\_Mercer support.pdf; EL ACT Education and Training Directorate 20150319.pdf

Dear Coralie and Michelle,

Thanks for your updated project brief. The attached proposal (statement of work) reflects your updates and feedback during our last call.

Would you be available to discuss the updated proposal (statement of work) in the coming days? A good time for us would be next Monday (flexible) or Tuesday 31<sup>st</sup> of March in the morning (between 10 am and 12 noon).

We are looking forward to working with you on this important project.

Best regards,  
Ephraim

**Ephraim Spehrer-Patrick**, (Practice Leader)  
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Wed-Friday - Maria Bowman | [maria.bowman@mercero.com](mailto:maria.bowman@mercero.com)  
[www.mercero.com.au](http://www.mercero.com.au) | Mercer Consulting (Australia) Pty Ltd ABN 55 153 168 140

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**Subject:** 150305 Project Concept Brief Update

Dear Ephraim

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Please do not hesitate to contact me directly should you wish to discuss or clarify any aspect of the brief or should you require any additional information.

Cheers

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Michelle Tranda | Senior Project Officer  
**Phone** 02 620 57390 | **Email:** [michelle.tranda@act.gov.au](mailto:michelle.tranda@act.gov.au)  
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ephraim.spehrer-patrick @mercer.com  
[www.mercer.com.au](http://www.mercer.com.au)

19 March 2015

Coralie McAlister  
Director People and Performance  
ACT Education and Training Directorate  
Level 4 220 Northbourne Avenue  
GPO Box 158  
Canberra ACT 2601

## Engagement Letter

Dear Coralie

We are pleased to have the opportunity to work with ACT Education and Training Directorate ("**Client**" or "**you**").

This Engagement Letter together with the attached Terms and Conditions and all Statements of Work ("**SOWs**") entered into pursuant to clause 3 of the Terms and Conditions (collectively the "**Agreement**") set out the terms governing the provision of Services to you by:

- (a) Mercer Consulting (Australia) Pty Ltd, ABN 55 153 168 140, AFSL# 411770; and
- (b) such other Mercer companies which enter into a SOW with you from time to time.

Terms used in this Engagement Letter have the same meaning as defined in the Terms and Conditions.

### Term

The Agreement will commence on the date of this letter or the date on which we commenced to provide the Services if earlier ("**Start Date**") and continue until terminated in accordance with the Terms and Conditions (**Term**).



Page 2  
20 June 2014

ENGAGEMENT LETTER  
ACT Education and Training Directorate

**Statement of Work**

During the Term, the relevant parties shall enter into a SOW for the purpose of detailing:

- (a) the Services to be provided from time to time;
- (b) the Mercer company responsible for provision of the Services; and
- (c) the Fees and any special terms applicable to the provision of the particular Services under the SOW.

A SOW can be terminated in accordance with its terms without terminating the Agreement.

To the extent a SOW has been delivered to and accepted by you prior to the execution of this Engagement Letter, such SOW shall be deemed to be subject to the terms of this Agreement.

**Acceptance**

Please acknowledge your acceptance of this Agreement by signing a copy of this Engagement Letter and returning it to us (by post or email).

We look forward to working with you.

If you have any questions about these terms, please call me on 02 8864 6463.

Sincerely,

A handwritten signature in black ink that reads "E. Spehrer-Patrick".

Ephraim Spehrer-Patrick  
Principal

Signed for and on behalf of  
Mercer Consulting (Australia) Pty Ltd  
by its duly authorised representative

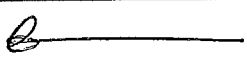


Page 3  
20 June 2014

ENGAGEMENT LETTER  
ACT Education and Training Directorate

Enclosure:

- Terms and Conditions

Signed for and on behalf of the Client by its duly authorised representative	
CORALIE MALISSE	
Print Name	DIRECTOR PEOPLE + PERFORMANCE
Print Title	
Signature	
Date	18/4/15

## Terms and Conditions

### 1. Definitions

- 1.1 In these Terms and Conditions, the following terms have the meanings indicated:
- 1.2 "Agreement" means the agreement made between Mercer and the Client as set out in these Terms and Conditions together with the Engagement Letter and all SOWs.
- 1.3 "Australian Financial Services Licence" ("AFSL") has the same meaning as in the Corporations Act 2001.
- 1.4 "Client" means the client identified in the Engagement Letter.
- 1.5 "Client Material" means any material regardless of form, provided or made available by the Client to Mercer in order for Mercer to provide the Services.
- 1.6 "Confidential Information" means all information or material, including algorithms, methods, formulae, business strategies, products, and services of a confidential nature and which either party considers proprietary and discloses to the other pursuant to this Agreement.
- 1.7 "Developed Materials" means all materials regardless of form, developed or created by Mercer as a result of the provision of the Services and includes, without limitation, a Mercer Report any reports, emails, abstracts, memoranda, notes, correspondence, reports, records, drawings, plans and computer software.
- 1.8 "Engagement Letter" means the letter of engagement to which these Terms and Conditions are attached.
- 1.9 "Fees" means the fees and expenses payable to Mercer for the Services as detailed in the applicable SOW.
- 1.10 "Intellectual Property Rights" includes all rights in trademarks, copyright, patents, patentable inventions and designs, whether existing now or in the future and whether registered or registrable and includes any rights subsisting in or relating to trade secrets, know how, inventions, programming tools, methods, techniques, recipes, formulae, algorithms, modules, libraries, databases and further includes the right to apply for the registration or grant of any of the above.
- 1.11 "Licensable Financial Services" means those services which may only be provided by the holder of an Australian Financial Services

Licence or by the representative or authorised representative of such a holder.

- 1.12 "Loss" means any and all loss (including pure financial loss), injury, liability, damage, compensation, claim, demand, expense, interest or cost, including reasonable legal fees, whether arising in tort, contract or otherwise (including costs awarded or incurred) of any kind.
- 1.13 "Mercer" means each Mercer company that enters into a SOW with the Client (as identified in the SOW) solely with respect to the Services provided by that company.
- 1.14 "Mercer Contracting Party" means the Mercer company that issued the Engagement Letter.
- 1.15 "Mercer Entity" means Mercer, a Related Body Corporate or any other entity within the Mercer global group.
- 1.16 "Mercer Parties" means any Mercer Entity and any of their directors, employees, officers, consultants, agents, subcontractors or representatives.
- 1.17 "Mercer Report" means a report prepared by Mercer specifically and exclusively for the Client pursuant to this Agreement.
- 1.18 "Personal Information" has the same meaning in this Agreement as this phrase has in the Privacy Act.
- 1.19 "Privacy Act" means the Privacy Act (C'th) 1988 (as amended from time to time).
- 1.20 "Privacy Principles" refers to any Australian Privacy Principles issued pursuant to the Privacy Act and as may be amended from time to time.
- 1.21 "Related Body Corporate" has the meaning provided in the Corporations Act 2001.
- 1.22 "RSE" means a registrable superannuation entity as defined in the Superannuation Industry (Supervision) Act (1993).
- 1.23 "Services" means the services to be provided by Mercer to the Client as detailed in the applicable SOW.
- 1.24 "Start Date" is the date specified as such in the Engagement Letter.
- 1.25 "Statement of Work" or "SOW" means a statement of work issued pursuant to clause 3.
- 1.26 "Term" means the period specified in the Engagement Letter.

## 2. Appointment

- 2.1 The Client appoints Mercer on and with effect from the Start Date for the Term to perform the Services in consideration of the Client paying or causing to be paid the Fees.
- 2.2 Mercer undertakes that it will perform the Services with reasonable skill and care.

## 3. Statement of Work

- 3.1 During the Term, Mercer and the Client shall enter into a SOW for the purpose of detailing the Services, the Mercer company responsible for provision of the Services, the Fees and any other terms applicable to the provision of the Services under the SOW.
- 3.2 Each SOW signed by the parties during the Term forms a separate Agreement between Mercer and the Client governed by, the terms of the SOW and these Terms and Conditions.

## 4. Provision of Information and Assistance

- 4.1 The Client will provide all necessary cooperation to enable Mercer to provide the Services.
- 4.2 The Client acknowledges that Mercer's ability to provide the Services is dependent on Mercer having access to (and being able to spend time with) employees of the Client and other individuals (including third parties such as the Client's other advisers) and also on Mercer being provided with (and continuing to receive) complete, accurate, up to date and timely documentation and information.
- 4.3 The Client agrees that Mercer can use and rely on all information and data supplied by or on behalf of the Client without having independently evaluated or verified the accuracy or completeness of it.
- 4.4 The Client agrees that if any documentation or information supplied to Mercer is incomplete, inaccurate or not up to date or its provision is unreasonably delayed, or if access as described in clause 4.2 is not provided, Mercer will not be responsible for any delays or liability arising as a result and will be entitled to charge the Client in respect of any resulting additional work at the then hourly rate for work of that nature or such other fee as agreed between the parties.
- 4.5 The Client further understands that in certain circumstances failure to provide, or cause to provide, complete, accurate, up to date and timely documentation and information to Mercer or other service providers could result in impairment or voiding of insurance coverage. The Client will review all policies, endorsements

and program agreements delivered to it by Mercer and will advise Mercer of anything which the Client believes is not in accordance with the negotiated coverage and terms within thirty days following receipt.

## 5. Confidentiality and Data Protection

- 5.1 Except as otherwise permitted by this Agreement the party receiving any Confidential Information ("the receiving party") provided by or on behalf of the other party ("disclosing party"), will not disclose or communicate the Confidential Information to any person except to the extent that:
- 5.1.1 it is reasonably required to be disclosed to perform the Services;
- 5.1.2 it is information that must be disclosed under any applicable law, regulatory request, legal process or professional obligation;
- 5.1.3 the information is either in the public domain or enters the public domain through no fault of the receiving party;
- 5.1.4 it is information which is available to the receiving party from third parties without any non-disclosure obligation to the disclosing party which is known to the receiving party;
- 5.1.5 it is information which is independently developed by the receiving party without reference to any Confidential Information of the disclosing party; or
- 5.1.6 it is information disclosed as necessary to enforce or defend the receiving party's rights under this Agreement.

## 6. Records Retention and Destruction

- 6.1 Notwithstanding anything to the contrary in this Agreement, but subject to clause 5, Mercer may:
- 6.1.1 retain copies of Client Confidential Information that is required to be retained by law, regulation or its internal audit and governance requirements;
- 6.1.2 retain copies of the Developed Materials and any other work product for archival purposes or to defend the Services provided; and
- 6.1.3 in accordance with legal, disaster recovery and record retention requirements, retain Client Confidential Information and derivative works in an

archival format (e.g. tape backups), which need not be returned or destroyed.

6.2 Notwithstanding clause 5, Mercer may include the Client's name in its representative client listings and the Client's contact details and information about the terms of this Agreement in its internal client management and conflict checking database and may disclose such information to any Mercer Entity.

6.3 The Client agrees that Mercer may use data provided by the Client and Mercer's other clients to build databases and surveys for internal use by Mercer staff and for external distribution to Mercer's other clients. These databases are intended to benefit all clients by improving the quality of Mercer advice and products, Mercer will not disclose any information to any third party in any manner which allows particular clients or individuals to be identified.

## 7. Personal Information

7.1 Mercer may in the course of providing the Services, collect, use and disclose Personal Information. All Personal Information collected used or disclosed by Mercer in the course of providing Services will be dealt with by Mercer as required by the Privacy Act, the Privacy Principles and Mercer's privacy policy (as amended from time to time).

7.2 The Client agrees:

7.2.1 where any Personal Information is collected by Mercer from the Client or a third party on behalf of the Client, the Client will notify the individual of the collection of their Personal Information by Mercer and the matters required by the Privacy Principles;

7.2.2 Mercer may use and disclose the Personal Information for the purpose of providing the Services and the Client's disclosure of the Personal Information to Mercer for the purposes of providing the Services is compliant with the Privacy Act, the Privacy Principles and the Client's privacy policy.

7.3 Where Mercer sub-contracts any part of the provision of the Services and the subcontractor is located overseas Mercer will take reasonable steps to ensure:

7.3.1 the overseas recipient does not breach the Privacy Principles in relation to the handling of Personal Information disclosed to it.

7.3.2 The subcontractor has appropriate technical and organisational security measures governing the processing and handling of Personal Information.

## 8. Intellectual Property

8.1 The Client acknowledges that Mercer will own all Intellectual Property Rights subsisting in any Developed Material. To the extent that any Intellectual Property Rights in respect of any Developed Material vests in the Client, the Client assigns all such Intellectual Property Rights to Mercer with such assignment effective immediately upon the relevant Intellectual Property Rights vesting in the Client.

8.2 Mercer grants the Client a non-exclusive licence to use and reproduce the Intellectual Property Rights subsisting in the Developed Materials for the sole purpose of ensuring that the Client obtains the benefit of the Services.

8.3 Mercer acknowledges that the Client will retain ownership of any Intellectual Property Rights subsisting in any Client Material. The Client grants Mercer a non-exclusive licence to use and reproduce the Client Material to the extent necessary for Mercer to provide the Services.

## 9. Conflicts

9.1 The Client acknowledges that conflicting interests or duties may arise for one or more Mercer Parties where services are provided to one or more clients or Mercer Entities.

9.2 If such a conflict arises, the Client agrees that the relevant Mercer Entities:

9.2.1 may continue to provide the services despite the conflict;

9.2.2 may manage the conflict in accordance with their internal conflicts management policies and procedures; and

9.2.3 may retain (and not account for) any fees or other financial benefits derived from the provision of those services.

9.3 Where the Services relate to the provision of corporate merger and acquisition services, Mercer reserves the right to provide services to other clients involved in the same transaction to which the Services relate and may have done so in the past, may currently be doing so or may do so in the future. Mercer is under no obligation to notify the Client that it is, or has, or may provide services to other clients involved in the same

transaction except to the extent required by law. If Mercer is engaged to provide services to two or more clients involved in the same transaction Mercer will take appropriate measures, including using separate teams, to preserve the confidentiality of each client's Confidential Information. In the event one team has knowledge of another entity involved in the same transaction based upon prior work or becomes aware of information relating to the transaction (such as the identity of another bidder) the team will be under no obligation to disclose the information to the Client. Each client team providing services in relation to the same transaction will provide its services based on the team's own judgement; differences in advice or calculations provided by different teams shall not be evidence of an error.

## 10. Insurers and Other Service Providers

- 10.1 Where relevant to the Services, it is acknowledged that Mercer does not guarantee or make any representation or warranty that coverage or service can be placed on terms acceptable to the Client. Mercer is not responsible for the solvency or ability to pay claims of any insurance carrier or for the solvency or ability of any service provider to provide service. Insurance carriers or service providers with which the Client's risk or business is placed at the Client's direction will be deemed acceptable to the Client, in the absence of contrary instructions from the Client.

## 11. Legal Disputes and Limitation of Liability

- 11.1 The aggregate liability of the Mercer Parties to any person (including the Client) for any Loss arising out of or in connection with:
- 11.1.1 any act, error, negligence, misrepresentation or omission concerning or arising out of all the Services provided under this Agreement (including any pre contractual statement, representation or warranty as to the quality or fitness of the Services or as to Mercer's ability to perform the Services);
  - 11.1.2 reliance on any advice or Mercer Report; or
  - 11.1.3 any breach of the Agreement or breach of duty of any kind owed in connection with the provision of the Services,

shall be limited to, and shall not in any circumstances exceed A\$5,000,000. This limitation applies to the aggregate Loss suffered or incurred by the Client in respect of all

Services provided under all SOWs issued to the Client under this Agreement.

- 11.2 In no event shall the Mercer Parties be liable for any loss of profit, revenues, anticipated savings, business or investment opportunities, internal management costs or any other indirect or consequential loss. For the avoidance of doubt, multiple claims arising out of (or based on) the same act, error or omission, or series of continuous, interrelated or repeated acts, errors or omissions shall be considered a single loss.
- 11.3 The limitation on liability in clause 11.1 above does not apply to any liability of the Mercer Parties which arises solely and directly from the Mercer Parties' dishonesty or fraud.
- 11.4 To the extent permitted by law, the Mercer Parties are not liable to any third party that uses or relies on any advice (or a Mercer Report) provided to the Client under this Agreement unless otherwise agreed in writing. Any such use or reliance is at their own risk.
- 11.5 Nothing in this Agreement is intended to exclude or restrict any liability that cannot be excluded or restricted by law or any regulatory system with which the Mercer Parties are bound to comply.
- 11.6 Mercer holds the benefit of this clause 11 on trust for the benefit of the other Mercer Parties.

## 12. Dispute Resolution

- 12.1 If any dispute arises out of or in connection with this Agreement or its formation, directors or other senior representatives of the parties with authority to settle the dispute will, within 30 days of a written request from one party to the other, meet in a good faith effort to resolve the dispute
- 12.2 If the dispute is not resolved at that meeting, the parties will attempt to settle it by mediation. To initiate the mediation a party must give notice in writing ("Mediation Notice") to the other party requesting a mediation. The mediation will start not later than 45 days after the date of the Mediation Notice unless agreed otherwise. The mediator will be selected by agreement by the parties or failing such agreement appointed by the Institute of Arbitrators & Mediators Australia.
- 12.3 No party may commence any proceedings in relation to any dispute arising out of this Agreement until it has attempted to settle the dispute by mediation and either the mediation has terminated or the dispute has not resolved within 90 days of the date of the Mediation Notice

- 12.4 Nothing in this clause will prevent either party from resorting to judicial proceedings if:
- 12.4.1 good faith efforts to resolve the dispute under these procedures have been unsuccessful; or
- 12.4.2 interim relief from a court is necessary to prevent serious or irreparable injury to that party or to others.

### 13. Unforeseen Events

Neither party will be in default or liable for delays or failures in performance under this Agreement resulting from events beyond the reasonable control of the affected party including “acts of God”, fire, flood, riots, new laws which prevent the carrying out of the Services, terrorist activity, failures of third party suppliers and electronic and other power failures. The affected party must notify the other immediately it becomes aware of such an event. In such a case, either party may terminate the affected SOW with immediate effect by giving written notice to the other.

### 14. Third party reliance

- 14.1 All advice provided by Mercer to the Client, including the Mercer Reports, is provided solely for the Client’s internal use and benefit and only in connection with the purpose for which the Services are provided. Unless required by law, the Client may not provide any such advice or the Mercer Reports (or an extract from them) to any third party, publish them on a website or refer to Mercer or the Services without Mercer’s prior written consent. Mercer may act at its discretion to grant or withhold its consent or grant it subject to conditions.
- 14.2 Notwithstanding clause 14.1, the Client may provide a copy of the Mercer Reports to its legal advisers, accountants, or other advisers whose use of the Mercer Reports is for the benefit of the Client and not their own.

### 15. Termination of this Agreement

- 15.1 This Agreement may be terminated by the Mercer Contracting Party or the Client giving the other party thirty days’ notice in writing or such other period as may be agreed.
- 15.2 A SOW may be terminated by Mercer or the Client giving thirty days’ notice in writing or such other period as may be agreed.
- 15.3 After the termination of this Agreement, clauses 5, 6, 8, 11, 14 and 17 of these Terms and Conditions will continue in full force and effect.

- 15.4 Termination of this Agreement shall not relieve the Client of its obligation to pay for Services rendered and expenses incurred by Mercer up until the date of such termination.
- 15.5 The Agreement will not terminate by reason only that a SOW is terminated or Mercer ceases to provide Services under a SOW.

### 16. Sub contracting

Nothing in this Agreement prevents Mercer from subcontracting the performance of any part of the Services, including to another Mercer Entity, but Mercer will remain responsible for the performance of the Services which have been subcontracted.

### 17. General provisions

- 17.1 Unless expressly stated otherwise in this Agreement, neither this Agreement nor the provision of the Services is intended to confer any rights or benefit on any third party.
- 17.2 Each party agrees not to refer to the other party or attribute any information to the other party in the press, for advertising or promotional purposes, or for the purpose of informing or influencing any other party, including the investment community, without the other party’s prior written consent.
- 17.3 The Client agrees that Mercer may destroy paper copies of any correspondence and documents, and retain only digital images thereof.
- 17.4 This Agreement sets out the entire agreement between the parties relating to the subject-matter of this Agreement and supersedes and replaces any existing agreement between the parties relating to such subject-matter. In the event of any inconsistency between the terms of a SOW and these Terms and Conditions, the provisions contained in the SOW shall prevail.
- 17.5 The failure by either party to insist upon strict performance of any of the provisions of this Agreement shall in no way constitute a waiver of rights under this Agreement, at law or in equity, or a waiver of any other provisions or subsequent default by the other party in the performance of or compliance with any of the terms of this Agreement.
- 17.6 The Client agrees that Mercer is engaged to provide the Services pursuant to this Agreement as an independent contractor. Nothing in this Agreement should be construed to create a fiduciary, partnership, joint venture, agency or employer-employee relationship between the parties.



- 17.7 This Agreement shall be governed by and construed in accordance with the laws of Victoria. Any dispute arising out of or relating to this Agreement shall be subject to the exclusive jurisdiction of the courts of Victoria.
- 17.8 The Client shall pay or cause to be paid each Mercer invoice within 30 days of the date of the invoice. If any invoice is not paid by the required date, Mercer may charge interest at the then applicable rate pursuant to section 2 of the Penalty Interest Rate Act 1983 (Victoria). If any invoice remains unpaid for longer than ninety days from the date of the invoice, Mercer may either suspend the provision of the Services until payment is received, or terminate this Agreement or any SOW pursuant to clause 15.1. Failure of Mercer to exercise any remedy referred to above shall not prevent Mercer from doing so with respect to any future unpaid invoice.
- 17.9 Unless Mercer states otherwise its Fees exclude GST. The Client agrees to pay any GST imposed on Mercer now or in the future in relation to this Agreement. Where GST is payable on any taxable supply made under this Agreement, the Client agrees that the Fees payable for the supply will be increased by any amount equivalent to the GST payable to by Mercer in respect of that supply.
- 17.10 The working papers for this engagement, including electronic documents and files, are Mercer's property and Confidential Information.
- 17.11 If Mercer performs work relating to, or otherwise becomes involved with, a legal dispute between the Client and a third party (other than a dispute for which Mercer is liable under this Agreement) the Client will pay Mercer's reasonable fees for services rendered and expenses incurred.
- 17.12 The terms of the Agreement may only be modified by the written agreement of the parties.
- 17.13 A party may assign this Agreement subject to the prior written consent of the other party which consent shall not be unreasonably withheld.
- 17.14 Neither party may assign or deal with its rights under this Agreement without the prior written consent of the other party which consent shall not be unreasonably withheld.
- 17.15 Any notice which is to be given by one party to the other under this Agreement will be given in writing. It will be effective if delivered to the address of the other party set out in this Agreement or any other address specified subsequently. A notice will be effective 48 hours after delivery. Either party may change its address for service by giving notice to the other party in accordance with this clause.
- 18. Provisions relating to an RSE**
- 18.1 In this clause 18 of these Terms and Conditions the following definitions have these meanings:
- 18.1.1 **"fund data"** means data and information in respect of a superannuation fund or members of any superannuation fund or an employer participating in the superannuation fund, including data and information reasonably required by Mercer to provide the Services under this Agreement or any SOW, including intellectual property owned by the RSE, but does not include any data, information, material, process or software used by Mercer to provide the Services or any of Mercer's intellectual property.
- 18.1.2 **"material business activity"** has the same meaning in this Agreement as that phrase has in the Prudential Standard SPS 231 on outsourcing ('SPS 231');
- 18.1.3 **"material outsourcing agreement"** has the same meaning in this Agreement as that phrase has in SPS 231;
- 18.1.4 **"Prudential Standards"** means the prudential standards made under the Superannuation Industry (Supervision) Act (1993);
- 18.2 The provisions of clause 18 apply only in relation to a Client who is an RSE; is obtaining Services in that capacity; the Services constitute a material business activity of the Client; and the SOW constitutes a material outsourcing agreement.
- 18.3 All fund data owned by the Client and provided to Mercer for use in relation to the provision of the Services remains the property of the Client. The Client grants to Mercer an irrevocable, non-exclusive, free licence to use its fund data and intellectual property for such purpose for the term of this Agreement or relevant SOW as the case may be.
- 18.4 Mercer acknowledges that fund data must be kept confidential in the course of providing the Services, except to the extent disclosure is necessary for Mercer to provide the Services or to exercise rights under the Agreement or SOW as the case may be.
- 18.5 The Client agrees Mercer may retain the fund data during the Term in an electronic non proprietary format. Mercer is not required to maintain paper copies of fund data.
- 18.6 During the term of this Agreement Mercer may only use the fund data as set out in this

- Agreement or SOW, as the case may be, and may store fund data on servers and equipment owned, operated or controlled by a Mercer Party. On the termination of this Agreement or SOW, as the case may be, fund data will be dealt with in accordance with the provisions of this clause.
- 18.7 Notwithstanding any other provision in this clause 18 Mercer agrees that, to the extent that it outsources any Services or functions under this Agreement or the SOW, as the case may be, Mercer will be responsible for the actions of the subcontractor and indemnifies the Client (to the extent referred to in clause 11) for any liability arising as a consequence of any failure on the part of the subcontractor.
- 18.8 Any proposal by Mercer to sub-contract any part of the Services required to be provided under this Agreement or SOW, as the case may be, and which constitutes a material business activity in respect of a superannuation fund, to a provider outside Australia ('Off Shore Service Provider') must be approved by the Client prior to Mercer's entry into the relevant contract or arrangement. Mercer will remain fully responsible for the performance of the services which have been sub-contracted under this clause. Mercer will ensure that any contract or agreement between it and the Off Shore Service Provider includes an indemnity from the Off Shore Service Provider for the provision of the relevant services.
- 18.9 Upon termination of this Agreement for any reason, Mercer will, if requested by the Client, assist the Client in transferring responsibility for provision of the material business activity to an alternative service provider or to the Client itself ("Transfer Services"). Mercer shall be entitled to charge a fee calculated on a time cost basis using the then current hourly rates charged by Mercer from time to time for the Transfer Services and the Client shall pay such amount upon receipt of an invoice from Mercer.
- 18.10 From the effective date of termination of this Agreement or SOW, as the case may be, Mercer must, subject to clause 6, deliver to the Client or such other person as the Client may direct at reasonable times and upon reasonable notice all fund data owned by the Client which is maintained by Mercer for the purpose of providing the Services.
- 18.11 Mercer agrees to give to the Client, or to any persons authorised in writing by the Client or to any person authorised by law ("auditor"), reasonable access to premises occupied by Mercer where the Services are being performed, and permit an auditor to inspect fund data and information relevant to the Services, so as to monitor Mercer's performance and to assess the adequacy of Mercer's risk management systems.
- 18.12 Mercer agrees to promptly give an auditor the assistance they reasonably require in conducting any audits, including reasonable access at such reasonable times and on reasonable notice to all premises and equipment used in connection with the provision of the Services provided the auditor complies with Mercer's reasonable security requirements and, if required, signs a confidentiality agreement as reasonably required by Mercer.
- 18.13 The Client shall ensure that any such audit does not unreasonably interfere with the business of Mercer and the Client agrees that the timeframe for delivery of Services shall be extended to take account of any delay occasioned by any such audit.
- 18.14 Mercer shall be entitled to charge a fee calculated on a time cost basis using the then current hourly rates charged by Mercer from time to time for the services provided in compliance with any such audit.
- 18.15 Mercer agrees that it will not disclose or advertise except to the extent necessary to co-ordinate with other Mercer Parties, the intended site visit or audit by any regulator pursuant to this clause 18.
- 18.16 Mercer shall maintain a business continuity plan ('BCP') pertinent to the Services which shall address reasonably foreseeable events that could impair provision of the Services under this Agreement.
- 18.17 Mercer agrees:
- 18.17.1 it will review its BCP on an annual basis and periodically arrange for its review by the internal audit function or an appropriate external expert;
- 18.17.2 it will, test its BCP on an annual basis, or more frequently if there are material changes to Mercer's business operations;
- 18.17.3 as soon as practicable after the testing of its BCP, provide a summary of the testing activities and results, including any material changes to the BCP to the Client, as they relate to the Services;
- 18.17.4 it will on an annual basis, provide a summary of critical processes, recovery

point and recovery time objectives contained in its BCP; and

Services.

- 18.17.5 to take steps to update its BCP to the extent that any review or testing of the BCP identifies any shortcomings that may have a material effect on the capacity of Mercer to comply with its obligations under this Agreement.
- 18.18 Mercer must notify the Client immediately, but no more than 24 hours, after experiencing a major disruption to the provision of the Services where the disruption has the potential to have a material impact on the reasonable expectations of Members or the provision of the Services in accordance with any service levels. At the time of providing the notice under this clause Mercer must:
- 18.18.1 explain the nature of the disruption and the likely effect of the disruption;
  - 18.18.2 explain the action being taken in respect of that disruption; and
  - 18.18.3 advise the estimated timeframe for a return to the normal provision of
- 18.19 The Client acknowledges that the BCP is highly confidential to Mercer and agrees that, notwithstanding any other provision in this Agreement, Mercer is not obliged to provide a full copy of its BCP to the Client or any other person but shall if requested provide the Client with a summary.
- 18.20 Mercer must implement, maintain and enforce and require each of its subcontractors to implement, maintain and enforce safety and security procedures and safeguards against the destruction, loss, disclosure, alteration or unauthorised use of information and fund data relating to the Services.
- 18.21 Mercer shall maintain at its own expense, during the Term, professional indemnity insurance cover and any other insurance in relation to its business covering such risks and for such amounts as it considers is appropriate for a business of its size and complexity. Mercer shall upon request of the RSE provide the RSE with a certificate of currency for any such insurance maintained by Mercer.