



**Australian Government**

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**Department of Families, Housing,  
Community Services and Indigenous Affairs**

# **CONTRACT**

Number: 45367033

**Between:**

**COMMONWEALTH OF AUSTRALIA**

represented by the Department of Families, Housing, Community  
Services and Indigenous Affairs

**and**

**BRIDGE POINT COMMUNICATIONS**

ABN 29083424668

**for:**

**The provision of Contract Services in relation  
to the provision of PinPoint Auditor software  
and Information Technology services to  
support the audit of publicly funded  
computers.**

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THIS CONTRACT is made on the \_\_\_\_12<sup>th</sup> day of November 2009.

**BETWEEN**

**COMMONWEALTH OF AUSTRALIA ("the Commonwealth")** as represented by the Department of Families, Housing, Community Services and Indigenous Affairs (the Department)

**AND**

**BRIDGE POINT COMMUNICATIONS ("the Consultant")**, ABN 29083424668, an Australian company incorporated in accordance with the Corporations Act 2001 and having its registered office at Level 1, 232 St Pauls Terrace, Spring Hill, Queensland 4006.

**PURPOSE**

- A. The Department requires the provision of certain Contract Services for the purposes of the provision of PinPoint Auditor software and Information Technology support services for an audit of publicly funded computers located in prescribed areas in the Northern Territory.
- B. The Contractor has fully informed itself of all aspects of the work required to be performed and has submitted a proposal and quotation entitled Bridge Point indicative costs dated 27 October 2009 for the provision of the Contract Services.
- C. The Department has agreed to accept the Contractor's offer to provide the Contract Services on the terms and conditions contained in this Contract and the Contractor agrees to provide the Contract Services on such terms.

## 1. Interpretation

### 1.1 In this Contract unless the contrary intention appears:

**"Commonwealth Material"** means any Material provided by the Department to the Contractor for the purposes of this Contract or which is copied or derived from Material so provided.

**"Confidential Information"** means information that:

- (a) is comprised in Contract Material or Commonwealth Material;
- (b) is described in Schedule 5 of the Contract;
- (c) is Personal Information under the *Privacy Act 1988*;
- (d) amounts to protected information (information about a person that is or was held in the records of the Department, or information that there is no information about a person held in the records of the Department) under section 23(1) of the *Social Security Act 1991*;
- (e) is protected information under Division 2 of Part 6 of *A New Tax System (Family Assistance) [Administration] Act 1999* or other Commonwealth legislation;
- (f) is by its nature confidential;
- (g) is designated by the Department as confidential;
- (h) the Contractor knows or ought to know is confidential; or
- (i) is information that is agreed between the Parties in writing after the date of commencement of the Contract as constituting Confidential Information for the purposes of the Contract.

Confidential Information does not include information which:

- (i) is or becomes public knowledge other than by breach of this Contract or any other confidentiality obligations;
- (ii) is in the possession of the Contractor without restriction in relation to disclosure before the date of receipt from the Department; or
- (iii) has been independently developed or acquired by the Contractor as established by written evidence.

**"Contract"** means this agreement, including the Schedules.

**"Contract Material"** means all material:

- (a) brought into existence for the purpose of performing the Contract Services;
- (b) incorporated in, supplied or required to be supplied along with the material referred to in paragraph (a); or
- (c) copied or derived from material referred to in paragraphs (a) or (b); but
- (d) does not include trademarks or trade names of the Contractor.

**"Contract Services"** means the services described in Schedule 1.

**"Contractor"** will, where the context so admits, include the officers, employees, volunteers, bailees, agents and sub-contractors of the Contractor.

**"Data"** means any information provided by the Contractor under this Contract from any source, or collected or created by the Contractor in connection with the Contract Services, whether in magnetic, electronic, hard copy or any other form.

**"Department"** means the Department of Families, Housing, Community Services and Indigenous Affairs and its portfolio agencies, including Social Security Administrative Tribunal (SSAT) and Australian Institute of Family Studies (AIFS) and includes any department or agency of the Commonwealth of Australia which is from time to time responsible for the administration of this Contract

**"Intellectual Property"** means all copyright and neighbouring rights, all rights in relation to inventions (including patent rights), plant varieties, registered and unregistered trade marks (including service marks), registered designs, confidential information (including trade secrets and know-how) and circuit layouts, and all other rights resulting from intellectual activity in the industrial, scientific, literary or artistic fields.

**"Material"** includes documents, equipment, software, goods, information and Data stored by any means.

**"Project Officer"** means the person for the time being holding, occupying or performing the duties specified in Schedule 2 who is empowered to perform any function or to exercise any power of the Department under this Contract.

**"Specified Personnel"** means the personnel specified in Schedule 1 as personnel required to undertake the Contract Services or part of the work constituting the Contract Services.

**"Third Party Interest"** means any legal or equitable right, interest, power or remedy in favour of any person other than the Commonwealth or the Contractor in connection with the Contract, including, without limitation, any right of possession, receivership, control or power of sale, and any mortgage, charge, security or other interest.

- 1.2 Words in the singular number include the plural and vice versa.
- 1.3 All references to Clauses are references to Clauses in this Contract.
- 1.4 All references to dollars are to Australian dollars and this Contract uses Australian currency.
- 1.5 Words importing persons include a partnership and a body whether corporate or otherwise.
- 1.6 A reference to any statute or other legislation (whether primary or subordinate) is to a statute or other legislation of the Commonwealth as amended or replaced from time to time.
- 1.7 Where any word or phrase is given a defined meaning, any other part of speech or other grammatical form in respect of that word or phrase has a corresponding meaning.
- 1.8 Schedules 1 through 5 (and annexures if any) form part of this Contract. In the event of any conflict between the terms and conditions contained in the Clauses of this Contract and any part of the Schedules (and annexures if any) then the Clauses will take precedence. In the event of any conflict between any part of the Schedules and any part of an attachment, the Schedules prevail.
- 1.9 A reference to a Schedule is a reference to a Schedule to this Contract and includes such Schedule as amended or replaced from time to time by agreement in writing between the parties.

- 1.10 This Contract records the entire agreement between the parties in relation to its subject matter.
- 1.11 No variation of this Contract is binding unless it is agreed in writing between the parties.
- 1.12 Any reading down or severance of a particular provision does not affect the other provisions of this Contract.
- 1.13 Unless the contrary intention appears, the expiration or earlier termination of the Contract shall not affect the continued operation of any provision relating to:
- (a) Confidential Information;
  - (b) ownership and licensing of Intellectual Property;
  - (c) an indemnity,
- or any other provision which expressly or by implication from its nature is intended to survive the expiration or earlier termination of the Contract.

## **2. Performance of the Contract Services**

- 2.1 The Contractor agrees to perform the Contract Services (including the preparation of Contract Material specified in Item B of Schedule 1) in accordance with Schedule 1 at a high standard, in accordance with relevant best practice, including any Commonwealth and industry standards and guidelines specified in Schedule 1 and to the satisfaction of the Project Officer.
- 2.2 The Contractor agrees to perform the Contract Services at the times and in the manner specified in Schedule 1.
- 2.3 The Contractor agrees to be fully responsible for the performance of the Contract Services and for ensuring compliance with the requirements of this Contract, and will not be relieved of that responsibility because of any:
- (a) involvement by the Commonwealth in the performance of the Contract Services;
  - (b) payment made to the Contractor on account of the Contract Services; or
  - (c) acceptance by the Commonwealth of replacement personnel as provided in Clause 6 of this Contract.

## **3. Fees, Allowances and Assistance**

- 3.1 The Department agrees to pay to the Contractor the fees and any allowances, meet costs and provide assistance as specified in Schedule 2.
- 3.2 Where Schedule 2 provides that the Contractor is to be paid by progressive instalments the Department will be entitled, without derogating from any other right it may have, to defer payment of an instalment until the Contractor has completed to the satisfaction of the Department that part of the Contract Services to which that instalment relates.
- 3.3 The Contractor agrees to submit invoices for payment in the manner specified in Schedule 1. The Contractor agrees to provide all relevant financial account details to the Commonwealth to enable payments to be issued by electronic funds transfer.

#### **4. Taxes (Including GST), Duties and Government Charges**

- 4.1 Except as provided by this Clause 4, all taxes, duties and government charges imposed or levied in Australia or overseas in connection with the performance of this Contract shall be borne by the Contractor.
- 4.2 The amounts payable to the Contractor under this Contract determined in accordance with Clause 3 (the Original Amounts Payable) include an amount to cover any liability of the Contractor for Goods and Services Tax (GST) on any taxable supplies as determined under A New Tax System (Goods and Services Tax) Act 1999 (the GST Act).
- 4.3 If applicable, the Contractor agrees to reduce the Original Amount Payable to ensure that the benefit of any reduction in or removal of taxes, duties or charges which impacts on the costs to the Contractor in performing this Contract is passed onto the Commonwealth.
- 4.4 If a reduction to the Original Amount Payable is made under sub-clause 4.3 the reduced amount will become the Original Amount Payable for the purposes of this Contract and will be effective from the date that the benefit of any reduction in or removal of taxes, duties or charges accrues to the Contractor.
- 4.5 If required to do so by the Commonwealth at any time, the Contractor shall substantiate to the Commonwealth's reasonable satisfaction how any reduction in the amounts payable by the Commonwealth under this Clause 4 has been calculated.
- 4.6 The Contractor agrees to issue the Commonwealth with a tax invoice in accordance with the GST Act in relation to taxable supplies made under this Contract.
- 4.7 The Contractor warrants that:
- (a) at the date of entering into this Contract it is entitled to be and has been registered on the Australian Business Register for the Australian Business Number (ABN) appearing in this Contract; and
  - (b) it will maintain its ABN registration on the Australian Business Register until the expiration or termination of this Contract.
- 4.8 The Contractor agrees to be responsible for paying to the Australian Taxation Office all Pay as You Go (PAYG) instalments that are required to be paid by the Contractor under the Taxation Administration Act 1953 in relation to the Contract.

#### **5. Sub-Contracting**

- 5.1 The Contractor agrees that it will not, without the prior written approval of the Department, sub-contract the performance of any part of the Contract Services. In giving written approval the Department may impose such terms and conditions as it thinks fit.
- 5.2 The Contractor agrees to be fully responsible for the performance of the Contract Services notwithstanding that the Contractor has sub-contracted the performance of any part of those Contract Services.
- 5.3 Despite any approval given by the Department, the Contractor will be responsible for ensuring the suitability of a sub-contractor for the work proposed to be carried out and for ensuring that such work meets the requirements of this Contract.

## **6. Specified Personnel**

- 6.1 The Contractor agrees to ensure that the Specified Personnel detailed in Schedule 1 undertake work in respect of the Contract Services in accordance with the terms of this Contract.
- 6.2 The Contractor will ensure that the Specified Personnel sign any documents that the Department considers necessary to conduct appropriate security checks on the Specified Personnel. If at any time during the performance of the Contract Services the Department considers in its reasonable opinion that the Specified Personnel present a security risk for the Department, the Department will be entitled to request that the relevant Specified Personnel cease work. The Department will also be entitled to request that the Contractor provide replacement personnel acceptable to the Department. Any replacement personnel will be provided at no additional charge and at the earliest opportunity. The Contractor will comply with any requests made by the Department under this sub-clause 6.2.
- 6.3 Where Specified Personnel are unable to undertake work in respect of the Contract Services, the Contractor must notify the Department immediately. The Contractor agrees, if requested by the Department, to provide replacement personnel acceptable to the Department at no additional charge and at the earliest opportunity.
- 6.4 The Department may, at its absolute discretion, give notice requiring the Contractor to remove personnel (including Specified Personnel) from work in respect of the Contract Services. The Contractor agrees, at its own cost, to promptly arrange for the removal of such personnel from work in respect of the Contract Services and their replacement with personnel acceptable to the Department.
- 6.5 If the Contractor is unable to provide acceptable replacement personnel, the Department may terminate this Contract.

## **7. Liaison**

- 7.1 The Contractor agrees to liaise with and report to the Project Officer at the times and in the manner advised by the Project Officer, during the period of this Contract.
- 7.2 The Contractor may nominate from time to time a person who has authority to receive and sign notices and written communications for the Contractor under this Contract and accept any request or direction in relation to the Contract Services.

## **8. Contract Material**

- 8.1 Ownership of all Contract Material will vest in the Department on creation.
- 8.2 The Contractor undertakes to ensure that all Contract Material is neatly and legibly compiled and adequately documented and contains sufficient evidence to support all conclusions, findings, and opinions.
- 8.3 The Contractor agrees to provide the Contract Material in the form specified in Schedule 1.
- 8.4 The Contractor agrees to establish and maintain procedures to secure Contract Material against loss and unauthorised access, use, modification or disclosure.
- 8.5 On the expiration or earlier termination of this Contract, the Contractor agrees to deliver to the Department all Contract Material remaining in its possession within seven (7) days.



8.6 This Clause 8 applies subject to any stipulation to the contrary in Item B.1 of Schedule 1.

## **9. Commonwealth Material**

9.1 Ownership of all Commonwealth Material remains vested at all times in the Commonwealth.

9.2 On the expiration or earlier termination of this Contract, the Contractor agrees to return to the Department within seven (7) days, all Commonwealth Material remaining in its possession.

9.3 The Contractor agrees to ensure that Commonwealth Material is used, copied, supplied or reproduced only for the purposes of this Contract.

9.4 The Contractor agrees to use Commonwealth Material strictly in accordance with any conditions or restrictions set out in Item D of Schedule 1, or notified from time to time in writing by the Department.

9.5 The Commonwealth grants to the Contractor a royalty-free, non-exclusive licence to use, reproduce and adapt the Commonwealth Material for the purposes of this Contract.

9.6 Sub-clauses 9.2 to 9.5 inclusive apply subject to any stipulation to the contrary in Item C of Schedule 1.

## **10. Intellectual Property Rights**

10.1 Subject to this Clause 10, Intellectual Property in all Contract Material vests immediately in the Commonwealth. The Contractor will ensure that where any of the Specified Personnel are not employees of the Contractor that all necessary documentation will be entered into by the Specified Personnel to allow Intellectual Property in Contract Material to vest in the Commonwealth in accordance with this Clause 10.

10.2 This Clause 10 does not affect the ownership of Intellectual Property in any pre-existing material (if any) if specified in Item E of Schedule 1. However, the Contractor grants the Commonwealth a permanent, irrevocable, royalty-free, non-exclusive licence (including a right to sub-licence) to use, reproduce, adapt and exploit the pre-existing material anywhere in the world.

10.3 If requested by the Department to do so the Contractor will, at its own cost, bring into existence, sign, execute or otherwise deal with any document which may be necessary or desirable to give effect to this Clause 10.

10.4 The Contractor warrants that it is entitled, or will be entitled, or will procure that it is entitled at the relevant time, to deal with the Intellectual Property in any Contract Material in the manner provided for in this Clause 10.

10.5 The Contractor agrees to at all times indemnify and hold harmless the Commonwealth, its officers, employees and agents (in this sub-clause 10.5 referred to as 'those indemnified') from and against any loss (including legal costs and expenses on a solicitor/own client basis) or liability, incurred or suffered by any of those indemnified arising from any claim, suit, demand, action or proceeding by any person in respect of any infringement of Intellectual Property rights by the Contractor, its officers, employees, agents or sub-contractors in the course of, or incidental to, performing the Contract Services or the use by the Commonwealth of the Contract Material.

10.6 The provisions of this Clause 10 survive termination or expiration of this Contract.

**11. Collection of Information**

11.1 The Contractor will only collect information on behalf of the Department as directed by the Department, and will collect it in accordance with the procedures specified from time to time by the Department.

**12. Disclosure of Confidential Information**

Confidential Information not to be disclosed

12.1 Subject to sub-clause 12.7 a Party must not, without the prior written consent of the other Party, use, disclose or publish (including by means of the Internet) any Confidential Information of the other Party.

12.2 The Contractor will not transfer any of the Commonwealth's Confidential Information outside Australia, or allow persons outside Australia to have access to such material, without the prior written consent of the Commonwealth.

12.3 In giving written consent to use, disclose, publish or transfer the Commonwealth's Confidential Information the Commonwealth may impose such conditions as it thinks fit, and the Contractor agrees to comply with those conditions.

Written undertakings

12.4 The Commonwealth may at any time require the Contractor to give and to arrange for its officers, employees, agents and sub-contractors engaged in the performance of the Contract Services to give, or arrange for any person with a Third Party Interest to give, written undertakings in a form required by the Department (Schedule 4 refers) relating to the use and non-disclosure of the Commonwealth's Confidential Information.

12.5 If the Contractor receives a request under clause 12.4, it must promptly arrange for all such undertakings to be given to the Department.

12.6 The Contractor will make available to the Project Officer or other nominated Departmental representatives the original non-disclosure undertakings made by all or specified officers, employees, agents and sub-contractors of the Contractor, within seven (7) days of a verbal or written request being made by the Project Officer or other nominated Departmental representative.

Exceptions to Obligations

12.7 The obligations on the Parties under this clause 12 will not be taken to have been breached to the extent that Confidential Information:

- (a) is disclosed by a Party to its officers or employees solely in order to comply with obligations, or to exercise rights, under this Contract;
- (b) is disclosed to a Party's internal management personnel, solely to enable effective management or auditing of Contract-related activities;
- (c) is disclosed by the Commonwealth in response to a request by any Commonwealth Minister, or by a House or a Committee of the Parliament of the Commonwealth of Australia;
- (d) is authorised or required by law to be disclosed by the Commonwealth;

- (e) is authorised or required by law to be disclosed by the Contractor, provided the Contractor notifies the Department immediately and such notification is prior to disclosure;
- (f) is disclosed by the Commonwealth and is information in a material form in respect of which an interest, whether by licence or otherwise, in the Intellectual Property in relation to that material form, has vested in, or is assigned to, the Commonwealth under this Contract or otherwise, and that disclosure is permitted by that licence or otherwise; or
- (g) is in the public domain otherwise than due to a breach of this Clause 12.

#### Obligation on disclosure

12.8 Where a Party discloses Confidential Information to another person:

- (a) pursuant to clauses 12.7 (a) or (b), the disclosing Party must:
  - (i) notify the receiving person that the information is Confidential Information; and
  - (ii) not provide the information unless the receiving person agrees to keep the information confidential; or
- (b) pursuant to clause 12.7(c), the disclosing Party must notify the receiving Party that the information is Confidential Information.

#### Additional Confidential Information

- 12.9 The Parties may agree in writing after the date of commencement of this Contract that certain information is to constitute Confidential Information for the purposes of this Contract.
- 12.10 Where the Parties agree in writing after the date of this Contract that certain additional information is to constitute Confidential Information for the purposes of this Contract, this documentation is incorporated into, and becomes part of, this Contract, on the date by which both Parties have signed this documentation.

#### Period of confidentiality

- 12.11 The obligations under this Clause 12 continue, notwithstanding the expiry or termination of this Contract:
  - (a) in relation to an item of information described in Schedule 5 to this Contract, for the period set out in that Schedule in respect of that item; and
  - (b) in relation to any information which the Parties agree in writing after the date of commencement of this Contract is to constitute Confidential Information for the purposes of this Contract, for the period agreed by the Parties in writing in respect of that information.

#### No Reduction in Privacy Obligations

- 12.12 Nothing in this Clause 12 derogates from any obligation which either Party may have either under the *Privacy Act 1988* as amended from time to time, or under this Contract, in relation to the protection of Personal Information.

### **13. Privacy Act 1988 (Commonwealth)**

- 13.1 This clause applies only where the Contractor deals with Personal Information when, and for the purpose of, providing the Contract Services under this Contract.

- 13.2 The Contractor acknowledges that it is a 'contracted service provider' within the meaning of section 6 of the *Privacy Act 1988* (the Privacy Act), and agrees in respect of the provision of the Contract Services under this Contract:
- (a) to use or disclose Personal Information obtained during the course of providing the Contract Services under this Contract only for the purposes of this Contract;
  - (b) not to do any act or engage in any practice that would breach an Information Privacy Principle (IPP) contained in section 14 of the Privacy Act (Schedule 3 refers), which if done or engaged in by an Agency, would be a breach of that IPP;
  - (c) to carry out and discharge the obligations contained in the IPPs as if it were an Agency under that Act;
  - (d) to notify individuals whose Personal Information the Contractor holds, that complaints about acts or practices of the Contractor may be investigated by the Privacy Commissioner who has power to award compensation against the Contractor in appropriate circumstances;
  - (e) not to use or disclose Personal Information or engage in an act or practice that would breach section 16F of the Privacy Act (direct marketing), an NPP (particularly NPPs 7 to 10) or an APC, where that section, NPP or APC is applicable to the Contractor, unless:
    - (i) in the case of section 16F of the Privacy Act, the use or disclosure is necessary, directly or indirectly, to discharge an obligation under Clause 12 [*Disclosure of Confidential Information*] of this Contract; or
    - (ii) in the case of an NPP or an APC, where the activity or practice is engaged in for the purpose of discharging, directly or indirectly, an obligation under Clause 12 [*Disclosure of Confidential Information*] of this Contract, and the activity or practice which is authorised by Clause 12 [*Disclosure of Confidential Information*] of this Contract is inconsistent with the NPP or APC;
  - (f) to disclose in writing to any person who asks, the content of the provisions of this Contract (if any) that are inconsistent with an NPP or an APC binding a party to this Contract;
  - (g) to immediately notify the Agency if the Contractor becomes aware of a breach or possible breach of any of the obligations contained in, or referred to in, this Clause 13, whether by the Contractor or any sub-contractor; and
  - (h) to ensure that any employee of the Contractor who is required to deal with Personal Information for the purposes of this Contract is made aware of the obligations of the Contractor set out in this Clause 13.
- 13.3 The Contractor agrees to ensure that any sub-contract entered into for the purpose of fulfilling its obligations under this Contract contains provisions to ensure that the sub-contractor has the same awareness and obligations as the Contractor has under this Clause 13, including the requirement in relation to sub-contracts.
- 13.4 The Contractor agrees to indemnify the Commonwealth in respect of any loss, liability or expense suffered or incurred by the Commonwealth which arises directly or indirectly from a breach of any of the obligations of the Contractor under this Clause 13, or a sub-contractor under the sub-contract provisions referred to in sub-clause 13.3.

- 13.5 In this clause 13, the terms 'Agency', 'Approved Privacy Code' (APC), 'Information Privacy Principles' (IPPs), and 'National Privacy Principles' (NPPs) have the same meaning as they have in section 6 of the Privacy Act, and 'Personal Information', which also has the meaning it has in section 6 of the Privacy Act, means:

'information or an opinion (including information or an opinion forming part of a database), whether true or not and whether recorded in a material form or not, about an individual whose identity is apparent, or can reasonably be ascertained, from the information or opinion'.

- 13.6 The provisions of this Clause 13 survive termination or expiration of this Contract.

#### **14. Use and Return of Confidential Information**

- 14.1 The Contractor will use Confidential Information held or acquired or which the Contractor may have had access to in connection with the Contract only for the purposes of fulfilling its obligations under the Contract.

- 14.2 On expiration or earlier termination of the Contract the Contractor will, on request, deliver up to the Department (and not retain any copies) all material forms of Confidential Information.

- 14.3 This Clause 14 will survive the expiration or termination of the Contract.

#### **15. Handling of Complaints**

- 15.1 A complaint alleging an interference with the privacy of an individual in respect of any Contract Services performed under this Contract will be handled by the Department in accordance with the following procedures:

- (a) where the Department receives a complaint alleging an interference with the privacy of an individual by the Contractor or any sub-contractor, it must immediately notify the Contractor of only those details of the complaint necessary to minimise any breach or prevent further breaches of the privacy Clauses;
- (b) where the Contractor receives a complaint alleging an interference with the privacy of an individual by the Contractor or any sub-contractor, it must immediately notify the Department of the nature of the complaint but must only release to the Department Confidential Information concerning the complainant with that person's consent;
- (c) after the Department has given or been given notice in accordance with (a) or (b) above, it must keep the Contractor informed of all progress with the complaint as relates to the actions of the Contractor in connection with the allegation of an interference with the privacy of an individual; and
- (d) the Department will give the Contractor 14 days written notice of an intention to assume a liability, loss or expense in accordance with sub-clause 15.1 including in that notice an explanation of how that liability, loss or expense was assessed and the Contractor's proposed share of that liability.

#### **16. Compliance with Law**

- 16.1 The Contractor acknowledges that:

- (a) the giving of false and misleading information is a serious offence under section 137.1 of the *Criminal Code Act 1995* and there are a number of

computer offences and other offences under the *Criminal Code Act 1995* for which there are a range of penalties, including a maximum of ten years imprisonment; and

- (b) the publication or communication of any fact or document by a person which has come to their knowledge or into their possession or custody by virtue of the performance of this Contract (other than to a person to whom the Contractor is authorised to publish or disclose the fact or document) may be an offence under section 70 of the *Crimes Act 1914*, the maximum penalty for which is two years imprisonment.

16.2 The Contractor agrees, in carrying out this Contract, to comply with:

- (a) all relevant legislation of the Commonwealth (particularly the *Crimes Act 1914*, *Racial Discrimination Act 1975*, *Sex Discrimination Act 1984* and *Disability Discrimination Act 1992*), or of any State, Territory or local authority; and
- (b) any obligations it has under the *Equal Opportunity for Women in the Workplace Act 1999*.

16.3 The Contractor acknowledges that a person who intentionally deals in an unauthorised way with information relating to customer personal information may be guilty of an offence under Division 3 of Part 5 of the *Social Security (Administration) Act 1999* (for which the maximum penalty is 2 years imprisonment), Division 2 of Part 6 of *A New Tax System (Family Assistance) [Administration] Act 1999* or other Commonwealth legislation.

## **17. Compliance with Commonwealth and Departmental Policies**

17.1 The Contractor must, when using the Department's premises or facilities, comply with all reasonable directions and Departmental procedures relating to workplace harassment, occupational health (including the Department's smoke free work place policy), APS and FaHCSIA Codes of Conduct, safety and security, including the Department's Internet access and usage guidelines, in effect at those premises or in regard to those facilities, as notified by the Department or as might reasonably be inferred from the use to which the premises or facilities are being put.

## **18. Indemnity**

18.1 The Contractor agrees to indemnify the Commonwealth from and against any:

- (a) liability incurred by the Commonwealth;
- (b) loss of or damage to property of the Commonwealth; or
- (c) loss or expense incurred by the Commonwealth in dealing with any claim against it including legal costs and expenses on a solicitor/own client basis and the cost of time spent, resources used or disbursements paid by the Commonwealth;

arising from:

- (i) any act or omission by the Contractor, its officers, employees, agents or sub-contractors in connection with this Contract;
- (ii) any breach by the Contractor of its obligations or warranties under this Contract;

- (iii) any use or disclosure by the Contractor, its officers, employees, agents or sub-contractors of Personal Information held or controlled in connection with this Contract; or
  - (iv) the use by the Commonwealth of the Contract Material as intended under this Contract.
- 18.2 The Contractor's liability to indemnify the Commonwealth under sub-clause 18.1 will be reduced proportionately to the extent that any negligent act or omission of the Commonwealth contributed to the relevant liability, loss or damage, or loss or expense.
- 18.3 The right of the Commonwealth to be indemnified under this Clause 18 is in addition to, and not exclusive of, any other right, power or remedy provided by law, but the Commonwealth is not entitled to be compensated in excess of the amount of the relevant liability, loss or damage, or loss or expense.
- 18.4 In this Clause 18 "Commonwealth" includes officers, employees and agents of the Commonwealth.
- 18.5 This Clause 18 will survive the expiration or termination of this Contract.
- 19. Insurance**
- 19.1 The Contractor agrees, for so long as any obligations remain in connection with this Contract, to effect and maintain insurance as specified in Schedule 1.
- 19.2 The Contractor agrees to provide, when requested, the Department with proof of insurance acceptable to the Commonwealth, including but not limited to a Certificate of Currency.
- 20. Conflict of Interest**
- 20.1 The Contractor warrants that, to the best of its knowledge after making diligent inquiry, at the date of signing this Contract, no conflict of interest exists or is likely to arise in the performance of its obligations under this Contract by itself or by any of its officers, employees, agents or sub-contractors.
- 20.2 If during the term of this Contract, a conflict of interest arises, or appears likely to arise, the Contractor undertakes to notify the Department immediately in writing and to take such steps as the Department may reasonably require to resolve or otherwise deal with the conflict. If the Contractor fails to notify the Department or is unable or unwilling to resolve or deal with the conflict as required, the Department may terminate this Contract.
- 20.3 The Contractor agrees that it will not, and must ensure that any officer, employee, agent or sub-contractor of the Contractor does not, engage in any activity or obtain any interest during the course of this Contract that is likely to conflict with or restrict the Contractor in providing the Contract Services to the Department fairly and independently.
- 21. Disclosure by Contractor**
- 21.1 The Contractor warrants that, as at the date of this Contract, having made reasonable inquiries of its officers, employees, agents and sub-contractors that it is not aware of any:

- (a) matter relating to the commercial, financial or legal capacity or status of the Contractor that has not been disclosed to the Department and may affect the ability of the Contractor to perform the Contract Services;
- (b) litigation, proceedings, judicial or administrative enquiry, investigation, claim or allegation, actual or threatened, and whether admitted or contested, by another person or body (including the regulatory bodies such as the Australian Securities and Investments Commission, the Australian Competition and Consumer Commission, the Australian Stock Exchange or equivalent bodies), against or in any way involving the Contractor or any settlement in respect of any such matter;
- (c) proven or alleged breach or default under any law, regulation, agreement, order or award binding on the Contractor; or
- (d) any criminal or other act or any other behaviour, conduct or activity of the Contractor which may:
  - (i) materially and adversely affect the Contractor's credit worthiness, integrity, character or reputation; or
  - (ii) attract or have attracted negative publicity or attention or generate public or media criticism either inside or outside of Australia

and which was not disclosed to the Department prior to execution of this Contract.

## **22. Access to Contractor's Premises**

### **22.1 The Contractor agrees that:**

- (a) the Department, including any persons authorised in writing by the Department;
- (b) the Project Officer, or any persons authorised in writing by the Project Officer;
- (c) the Department's auditors; and
- (d) the Federal Privacy Commissioner;

have the right of access to the premises of the Contractor at all reasonable times and the right to inspect and copy documentation, records, accounts and other financial material or material relevant to the Contract, including Contract Material, however and wherever stored, in the custody, possession or control of the Contractor, its officers, employees, agents or sub-contractors for purposes associated with this Contract or any review of performance under this Contract. The Department will also have access to any Department assets located on the premises of the Contractor which come into existence as a result of the Contract.

### **22.2 In the case of documents or records stored on a medium other than in writing, the Contractor will make available on request such reasonable facilities as may be necessary to enable a legible reproduction to be created at no additional cost to the Department.**

### **22.3 The rights referred to in clause 22.1 are subject to:**

- (a) the provision of reasonable prior notice;
- (b) the Contractor's reasonable security procedures; and
- (c) if appropriate, execution of a deed of confidentiality relating to non-disclosure of the Contractor's Confidential Information.



- 22.4 The requirement for access as specified in clause 22.1 does not in any way reduce the Contractor's responsibility to perform its obligations in accordance with the Contract.
- 22.5 In exercising the rights granted by this Clause 22, the Department will use reasonable endeavours to not interfere with the Contractor's performance of the Contract Services under the Contract in any material respect.
- 22.6 If, in the Contractor's reasonable opinion, there is likely to be a significant delay in the Contractor discharging an obligation under the Contract because of a cause beyond the reasonable control of the Contractor and as a direct result of the Department's action under this Clause 22, the Contractor may request a reasonable extension of time.
- 22.7 The Department shall not refuse a request for extension of time under sub-clause 22.6 without reasonable grounds for doing so.
- 22.8 The Contractor must ensure that any sub-contract entered into for the purpose of this Contract contains an equivalent clause granting the rights specified in this Clause 22.
- 22.9 This Clause 22 applies for the term of the Contract and for a period of five years from the date of expiration or termination.

### **23. ANAO Access**

- 23.1 The Auditor-General or a delegate of the Auditor-General, for the purpose of performing the Auditor-General's statutory functions, may, at reasonable times and on giving reasonable notice to the Contractor:
- (a) require the provision by the Contractor, its Staff or sub-contractors, of records and information which are directly related to the Contract;
  - (b) have access to the premises of the Contractor for the purposes of inspecting and copying documentation and records, however stored, in the custody or under the control of the Contractor, its Staff or sub-contractors which are directly related to the Contract; and, where relevant
  - (c) inspect any Department assets held on the premises of the Contractor.
- 23.2 In the case of documents or records stored on a medium other than in writing, the Contractor will make available on request such reasonable facilities as may be necessary to enable a legible reproduction to be created at no additional cost to the Commonwealth.
- 23.3 The Contractor shall ensure that any sub-contract entered into for the purpose of this Contract contains an equivalent clause granting the rights specified in this Clause 23.
- 23.4 This Clause 23 applies for the term of the Contract and for a period of five years from the date of expiration or termination.

### **24. Negation of Employment, Partnership and Agency**

- 24.1 The Contractor agrees that it will not represent itself, and must ensure that its officers, employees, agents and sub-contractors do not represent themselves, as being an officer, employee, agent or sub-contractor of the Department, or as otherwise able to bind or represent the Department.

- 24.2 The Contractor agrees that it will not by virtue of this Contract be or for any purpose be deemed to be an officer, partner, employee, agent or sub-contractor of the Department, or as having any power or authority to bind or represent the Department.

**25. Termination and Reduction for Convenience**

- 25.1 The Commonwealth may, at any time by notice, terminate this Contract or reduce the scope of the Contract Services immediately.

- 25.2 On receipt of a notice of termination or reduction the Contractor agrees to:

- (a) stop work as specified in the notice;
- (b) take all available steps to minimise loss resulting from that termination and to protect Commonwealth Material and Contract Material; and
- (c) continue work on any part of the Contract Services not affected by the notice.

- 25.3 Where there has been a termination under sub-clause 25.1, the Commonwealth will be liable only for:

- (a) payments and assistance under Clause 3 [*Fees, Allowances & Assistance*] for services rendered before the effective date of termination; and
- (b) reasonable costs incurred by the Contractor and directly attributable to the termination.

- 25.4 Where there has been a reduction in the scope of the Contract Services, the Commonwealth's liability to pay fees or allowances, meet costs or provide facilities and assistance under Clause 3 [*Fees, Allowances & Assistance*] will, unless there is agreement in writing to the contrary, abate proportionately to the reduction in the Contract Services.

- 25.5 The Commonwealth will not be liable to pay compensation under sub-clause 25.3(b) in an amount which would, in addition to any amounts paid or due, or becoming due, to the Contractor under this Contract, together exceed the fees set out in Item C of Schedule 2 [*Fees*].

- 25.6 The Contractor will not be entitled to compensation for loss of prospective profits.

**26. Termination for Default**

- 26.1 Where a party fails to satisfy any of its obligations under this Contract, the other party if it considers that the failure is:

- (a) not capable of remedy, may, by notice, terminate this Contract immediately;
- (b) capable of remedy, may, by notice, require that the failure be remedied within the time specified in the notice and, if not remedied within that time, may terminate this Contract immediately by giving a second notice.

- 26.2 Where a notice issued under sub-clause 26.1(b) specifies a time within which a particular failure must be remedied the time specified must, with reference to the particular failure, be reasonable under the circumstances of that failure.

- 26.3 The Commonwealth may also, by notice, terminate this Contract immediately (but without prejudice to any prior right of action or remedy which either party has or may have) if the Contractor:

- (a) being a corporation, comes under one of the forms of external administration referred to in the *Corporations Act 2001*, or an order has been made for the purpose of placing the corporation under external administration; or

- (b) being an individual, becomes bankrupt or enters into a scheme of arrangement with creditors.

## **27. Variation and Waiver**

- 27.1 The provisions of this Contract will not be varied either at law or in equity except by an agreement in writing between the parties.
- 27.2 If a party does not exercise (or delays in exercising) any of its rights, that failure or delay does not operate as a waiver of those rights.
- 27.3 A single or partial exercise by a party of any of its rights does not prevent the further exercise of any right.
- 27.4 A waiver by either party of any of its rights will not be deemed to be a waiver in respect of any other right.
- 27.5 In this Clause 27, 'rights' means rights or remedies provided by this Contract or at law.

## **28. Dispute Resolution**

- 28.1 The parties agree that any dispute arising during the course of this Contract will be dealt with as follows:
  - (a) firstly, the party claiming that there is a dispute will send to the other a notice setting out the nature of the dispute;
  - (b) secondly, the parties will try to resolve the dispute by direct negotiation, including by referring the matter to persons who may have authority to intervene and direct some form of resolution;
  - (c) thirdly, the parties have 10 business days from the sending of the notice to reach a resolution or to agree that the dispute will be submitted to mediation or some other form of alternative dispute resolution procedure; and
  - (d) lastly, either party may commence legal proceedings if:
    - (i) there is no resolution or agreement in accordance with sub-clause 28.1(c); or
    - (ii) there is a submission to mediation or some other form of alternative dispute resolution procedure, but there is no resolution within 15 business days of the submission, or such extended time as the parties may agree in writing before the expiration of the 15 business days.
- 28.2 Despite the existence of a dispute, the Contractor will (unless requested in writing not to do so) continue to perform the Contract Services.
- 28.3 Notwithstanding the existence of a dispute, each party will continue to perform its obligations under this Contract.
- 28.4 A party may commence court proceedings relating to any dispute arising from this Contract at any time where that party seeks urgent interlocutory relief.
- 28.5 This Clause 28 does not apply to:
  - (a) action by either party under or purportedly under Clause 26 [*Termination For Default*],
  - (b) action by the Commonwealth under or purportedly under sub-clause 3.2 [*Fees, Allowances & Assistance*] or Clause 25 [*Termination and Reduction for Convenience*]; or

- (c) either party commencing legal proceedings for urgent interlocutory relief.

**29. Assignment and Novation**

- 29.1 The Contractor cannot assign its obligations, and agrees not to assign its rights, under this Contract without, in either case, prior approval in writing from the Commonwealth.
- 29.2 The Contractor agrees that it will not consult with any other person or body for the purposes of entering into an arrangement which will require novation of this Contract without first consulting the Department.

**30. Applicable Law**

- 30.1 The laws applicable in the Australian Capital Territory apply to this Contract.

**31. Notices**

- 31.1 Any notice, request or communication to be given or served under this Contract will be in writing and dealt with as follows:
  - (a) If given by the Contractor to the Department - addressed and forwarded to the Project Officer at the address indicated in Schedule 2 or as otherwise notified by the Project Officer.
  - (b) If given by the Department to the Contractor, signed by the Project Officer and forwarded to the Contractor at the address indicated in Schedule 1.
- 31.2 Any such notice, request or other communication will be delivered by hand, or sent by prepaid security post or transmitted electronically, to the address of the party to which it is sent as specified in sub-clause 31.1.
- 31.3 Any notice, request or other communication will be deemed to have been received:
  - (a) if delivered personally by an officer of the Party or by an independent courier, on the date of delivery;
  - (b) if sent by prepaid security post, on the day that the acknowledgment of delivery is completed by the recipient; and
  - (c) if transmitted electronically, upon receipt by the sender of an acknowledgment that the communication has been properly transmitted to the recipient and the sender is not notified by the recipient by close of business on that day that the transmission was illegible.
- 31.4 It will be sufficient to establish that the notice or communication was delivered and on a given date if the person who made the delivery obtains a receipt for the notice or communication signed by a person appropriately employed at the physical address for service and the records of the courier will be conclusive proof in that respect.

**32. Moral Rights Consent**

- 32.1 For the purposes of this Clause 32 'Specified Acts' in relation to any Contract Material, means the following classes or types of acts or omissions:
  - (a) those which would, but for this Clause 32, infringe the author's right of attribution of authorship;
  - (b) those which would, but for this Clause 32, infringe the author's right of integrity of authorship;

but does not include:

- (c) those which would infringe the author's right not to have authorship falsely attributed.
- 32.2 Where the Contractor is a natural person and the author of any Contract Material, he or she consents to the Specified Acts by or on behalf of the Commonwealth in relation to such Contract Material (whether occurring before or after the consent is given).
- 32.3 In any other case, the Contractor warrants or undertakes that the author of the Contract Material has given or will give a written consent to the Specified Acts, and that such consent extends directly or indirectly to the performance of the Specified Acts by or on behalf of the Commonwealth in relation to such Contract Material (whether occurring before or after the consent is Market given).

## **SCHEDULE 1**

### **CONTRACTOR'S OBLIGATIONS AND WORK TO BE PERFORMED**

#### **A. Contract Services (see sub-clauses 1.1. and 2.1)**

The audit will involve providing 650 USB keys loaded with the latest version of PinPoint Auditor to be sent to the NT communities and councils to enable the Department to perform the scanning of the computers and provide helpdesk services during the week the scanning takes place

Bridge Point will provide the following services to the Department:

- Modify PinPoint Auditor software to agreed specifications;
- Delete all reports on existing USB keys and load the latest version of PinPoint Auditor software;
- Provision of guidelines to assist organisations conduct the audit;
- Resource and manage helpdesk functions to support affected organisations during the period of the publicly funded computer audit;
- Collate reports from USB keys to a CD;
- Update and maintain a master list of organisations;
- Forward all report material to the Department and Australian Crime Commission; and
- Provide a final brief regarding issues throughout the audit and recommendations for any future audits to the Department and Australian Crime Commission.

#### **B. Contract Material (see sub-clauses 1.1 and 2.1 and Clauses 8 and 10)**

- removable storage devices (i.e. USBs or CDs) to be provided to FaHCSIA;
- DVD's with collated decrypted audit reports and scanned hard copy user logs and user policies one copy for the ACC and one copy for FaHCSIA
- Organisational master list one hard copy and electronic version of the list to the ACC and FaHCSIA
- Final report one hard copy and electronic version to FaHCSIA.

##### **B.1 Form of Contract Material (see sub-clause 8.3)**

The Contractor must provide the Contract Material as described at B.

#### **C. Commonwealth Material (see sub-clause 9.6)**

There are no exceptions to sub clause 9 of the contract.

#### **D. Restrictions on use of Commonwealth Material (see sub-clause 9.4)**

There are no exceptions to clause 9 of the contract.

**E. Pre-Existing Material** (see sub-clause 10.2)

There are no exceptions to sub clause 10.2 of the contract.

**F. Time-frame** (see sub-clause 2.2)

The overall timeframe for the required services for six audits is October 2009 – 31 August 2012

**G. Invoice Procedures** (see sub-clause 3.3 and Clause 4)

G.1 If the Contractor is registered for GST, a valid tax invoice must be forwarded to the Department.

G.2 Submission of Invoices:

- (i) The Contractor will only be entitled to render an invoice for an amount that is due for payment under the Contract.
- (ii) The Contractor will submit invoices to Ms Clare Lumb, PO Box 9820, Darwin NT 0801.
- (iii) The due date for payment will be 30 days after delivery of a correctly rendered invoice to the Department following acceptance by the Department of the Contract Services.
- (iv) An invoice will be taken to be correctly rendered if:
  - (a) it contains the:
    - full title of the Contract Services
    - name of the Project Officer
    - FaHCSIA Contract Number
    - the Contractor's ABN (if applicable)
    - the Contractor's bank account details
    - Bank details (if electronic payment is being used); and
  - (b) the amount claimed in the invoice is:
    - in accordance with the Contract Services for which payment is claimed; and
    - the Contract Services have been performed to the satisfaction of the Department and accepted by the Department;
  - (d) the invoice is accompanied, where required, by documentation that provides evidence that the Contract Services have been performed or, where the Contractor is invoicing the Department for an instalment, that the relevant part of the Contract Services have been performed, and provides detail of the hours worked for which fees are charged;
  - (e) the amount claimed in the invoice is due for payment; and
  - (f) the invoice is a valid tax invoice and complies with the requirements of the *A New Tax System (Goods and Services Tax) Act 1999*.

**H. Specified Personnel** (see sub-clause 1.1 and Clause 6)

The Contractor must ensure that the following components of the Contract Services will be performed by personnel with the following:

1. Information technology expertise to provide support; advice and practical solutions via a help desk facility to organisations required to undertake the audit.
2. The ability to liaise effectively with a diverse range of clients and communicate solutions in a practical manner.

**I. Insurance (see Clause 19)**

The Contractor must maintain:

- (a) public liability insurance for an amount of not less than \$10 million dollars; and
- (b) professional indemnity insurance for an amount of not less than \$10 million dollars, or other amount as agreed by the parties

**J. Contractor's Address (see Clause 31)**

**POSTAL ADDRESS**

Bridge Point Communications  
PO Box 39999  
Queensland 0821

**PHYSICAL ADDRESS**

Bridge Point Communications  
Level 1, 232 St Pauls Terrace  
Springhill  
Queensland 4006

Telephone: (07) 3231 5409

Facsimile: (07) 3231 5411

Electronic mail address: s47F @bridgepoint.com.au



## **SCHEDULE 2**

### **THE DEPARTMENT'S OBLIGATIONS**

**A. The Department's Address (see Clause 31)**

**POSTAL ADDRESS**

The Department of Families, Housing, Community Services and Indigenous Affairs  
PO Box 9820  
Darwin NT 0801  
Attention: s47F

**PHYSICAL ADDRESS**

The Department of Families, Housing, Community Services and Indigenous Affairs  
Jacana House  
39-41 Wood St, Darwin NT 0800  
Attention: s47F  
Telephone: s47F  
Facsimile: s47F  
Email address: s47F @fahcsia.gov.au

**B. Project Officer (see sub-clause 1.1 and Clauses 7 and 31)**

The Project Officer will be the person holding, occupying or performing the duties of Director, Law & Order, NT State Office and any other person designated in writing by that person. At the time of entering into this Contract the Project Officer is s47F

C. **Fees: A total sum of \$337,519.78 (GST inclu)** (see sub-clauses 3.1, 4.1 and 4.2)

C.1 The fees to be paid to the Contractor for the Contract Services are:

**December 2009 audit**

Phase	Activity/Milestone	Cost
1	Modify PinPoint Auditor	\$2,400 7
2	Delete all reports from existing USB keys and load the latest version of PinPoint Auditor software	\$13,100 8
3	Write the guidelines to run the scan	\$3,600 ①
4	Manage the helpdesk from 1 <sup>st</sup> December 2009 for 2 weeks during business hours (November 2009 to January 2010 on a best efforts basis)	\$15,600 ②
5	Collate reports onto CD	\$6,000 3
6	Update and maintain master list of organisations. Send report and material to the Department and ACC	\$1,200 3,200
7	Provide a final briefing document to the Department and ACC	\$6,000 3
	<b>Total ex GST</b>	<b>\$47,900</b>
	<b>Total inc GST</b>	<b>\$52,690</b>

**June 2010 Audit**

Phase	Activity/Milestone	Cost
1	Modify PinPoint Auditor	\$2,505.60
2	Delete all reports from existing USB keys and load the latest version of PinPoint Auditor software	\$13,676.40
3	Write the guidelines to run the scan	\$3,758.40
4	Manage the helpdesk from 1 <sup>st</sup> December 2009 for 2 weeks during business hours (November 2009 to January 2010 on a best efforts basis)	\$16,286.40

5	Collate reports onto CD	\$6,264.00
6	Update and maintain master list of organisations. Send report and material to the Department and ACC	\$1,252.80
7	Provide a final briefing document to the Department and ACC	\$6,264.00
	<b>Total ex GST</b>	<b>\$50,007.60</b>
	<b>Total inc GST</b>	<b>\$55,008.36</b>

### December 2010 Audit

Phase	Activity/Milestone	Cost
1	Modify PinPoint Auditor	\$2,505.60
2	Delete all reports from existing USB keys and load the latest version of PinPoint Auditor software	\$13,676.40
3	Write the guidelines to run the scan	\$3,758.40
4	Manage the helpdesk from 1st December 2009 for 2 weeks during business hours (November 2009 to January 2010 on a best efforts basis)	\$16,286.40
5	Collate reports onto CD	\$6,264.00
6	Update and maintain master list of organisations. Send report and material to the Department and ACC	\$1,252.80
7	Provide a final briefing document to the Department and ACC	\$6,264.00
	<b>Total ex GST</b>	<b>\$50,007.60</b>
	<b>Total inc GST</b>	<b>\$55,008.36</b>

### June 2011 Audit

Phase	Activity/Milestone	Cost
1	Modify PinPoint Auditor	\$2,615.85
2	Delete all reports from existing USB keys and load the latest version of PinPoint Auditor software	\$14,278.16
3	Write the guidelines to run the scan	\$3,923.77
4	Manage the helpdesk from 1 <sup>st</sup> December 2009 for 2 weeks during business hours (November 2009 to January 2010 on a best efforts basis)	\$17,003.00
5	Collate reports onto CD	\$6,539.62
6	Update and maintain master list of organisations. Send report and material to the Department and ACC	\$1,307.92
7	Provide a final briefing document to the Department and ACC	\$6,539.62
	<b>Total ex GST</b>	<b>\$52,207.93</b>
	<b>Total inc GST</b>	<b>\$57,428.73</b>

### December 2011 Audit

Phase	Activity/Milestone	Cost
1	Modify PinPoint Auditor	\$2,615.85
2	Delete all reports from existing USB keys and load the latest version of PinPoint Auditor software	\$14,278.16
3	Write the guidelines to run the scan	\$3,923.77
4	Manage the helpdesk from 1 <sup>st</sup> December 2009 for 2 weeks during business hours (November 2009 to January 2010 on a best efforts basis)	\$17,003.00
5	Collate reports onto CD	\$6,539.62
6	Update and maintain master list of organisations. Send report and material to the Department and ACC	\$1,307.92

7	Provide a final briefing document to the Department and ACC	\$6,539.62
	<b>Total ex GST</b>	<b>\$52,207.93</b>
	<b>Total inc GST</b>	<b>\$57,428.73</b>

### June 2012 Audit

Phase	Activity/Milestone	Cost
1	Modify PinPoint Auditor	\$2,730.94
2	Delete all reports from existing USB keys and load the latest version of PinPoint Auditor software	\$14,906.40
3	Write the guidelines to run the scan	\$4,096.42
4	Manage the helpdesk from 1st December 2009 for 2 weeks during business hours (November 2009 to January 2010 on a best efforts basis)	\$17,751.13
5	Collate reports onto CD	\$6,827.36
6	Update and maintain master list of organisations. Send report and material to the Department and ACC	\$1,365.47
7	Provide a final briefing document to the Department and ACC	\$6,827.36
	<b>Total ex GST</b>	<b>\$54,505.08</b>
	<b>Total inc GST</b>	<b>\$59,955.59</b>

- C.2 The Department will, as a rule, only reimburse the Contractor for travel, accommodation and associated expenses reasonably incurred by the Contractor in the performance of the Contract Services, where such travel and accommodation has been approved in advance in writing by the Department. Expenses will be reimbursed at the rate payable to non- SES Department officers.

#### D. Allowances (see sub-clause 3.1)

No allowances apply.

**E. Assistance** (see sub-clause 3.1)

FaHCSIA is responsible for:

- providing briefings as required to enable delivery of services;
- the logistics of dissemination of software, guidelines and audit materials to identified organisations;
- recovery of software and audit materials from identified organisations;
- provision of a 1800 phone number to Bridge Point Communications to be used for the helpdesk;
- identification stickers to identify USB devices / CDs; individual computers at each location and pre paid envelopes for the return of the audit reports; and
- provide the initial master list of organisations to Bridge Point Communications that are subject to the audit.

## **SCHEDULE 3**

### **INFORMATION PRIVACY PRINCIPLES (IPP's)**

#### **IPP 1 Manner and Purpose of Collection of Personal Information**

1. Personal information shall not be collected by a collector for inclusion in a record or in a generally available publication unless:
  - (a) the information is collected for a purpose that is a lawful purpose directly related to a function or activity of the collector; and
  - (b) the collection of the information is necessary for or directly related to that purpose.
2. Personal information shall not be collected by a collector by unlawful or unfair means.

#### **IPP 2 Solicitation of Personal Information from Individual Concerned**

Where:

- (a) a collector collects personal information for inclusion in a record or in a generally available publication; and
- (b) the information is solicited by the collector from the individual concerned;

the collector shall take such steps (if any) as are, in the circumstances, reasonable to ensure that, before the information is collected or, if that is not practicable, as soon as practicable after the information is collected, the individual concerned is generally aware of:

- (i) the purpose for which the information is being collected;
- (ii) if the collection of the information is authorised or required by or under law - the fact that the collection of the information is so authorised or required; and
- (iii) any person to whom, or any body or agency to which, it is the collector's usual practice to disclose personal information of the kind so collected, and (if known by the collector) any person to whom, or any body or agency to which, it is the usual practice of that first-mentioned person, body or agency to pass on that information.

#### **IPP 3 Solicitation of Personal Information Generally**

Where:

- (a) a collector collects personal information for inclusion in a record or in a generally available publication; and
- (b) the information is solicited by the collector; the collector shall take such steps (if any) as are, in the circumstances, reasonable to ensure that, having regard to the purpose for which the information is collected:
- (c) the information collected is relevant to that purpose and is up to date and complete; and
- (d) the collection of the information does not intrude to an unreasonable extent upon the personal affairs of the individual concerned.

#### **IPP 4 Storage and Security of Personal Information**

A record-keeper who has possession or control of a record that contains personal information shall ensure:

- (a) that the record is protected, by such security safeguards as it is reasonable in the circumstances to take, against loss, against unauthorised access, use, modification or disclosure, and against other misuse; and
- (b) that if it is necessary for the record to be given to a person in connection with the provision of a service to the record-keeper, everything reasonably within the power of the record-keeper is done to prevent unauthorised use or disclosure of information contained in the record.

#### **IPP 5 Information Relating to Records kept by Record-Keeper**

1. A record-keeper who has possession or control of records that contain personal information shall, subject to clause 2 of this Principle, take such steps as are, in the circumstances, reasonable to enable any person to ascertain:
  - (a) whether the record-keeper has possession or control of any records that contain personal information; and
  - (b) if the record-keeper has possession or control of a record that contains such information:
    - (i) the nature of that information;
    - (ii) the main purposes for which that information is used; and
    - (iii) the steps that the person should take if the person wishes to obtain access to the record.
2. A record-keeper is not required under clause 1 of this Principle to give a person information if the record-keeper is required or authorised to refuse to give that information to the person under the applicable provisions of any law of the Commonwealth that provides for access by persons to documents.
3. A record-keeper shall maintain a record setting out:
  - (a) the nature of the records of personal information kept by or on behalf of the record-keeper;
  - (b) the purpose for which each type of record is kept;
  - (c) the classes of individuals about whom records are kept;
  - (d) the period for which each type of record is kept;
  - (e) the persons who are entitled to have access to personal information contained in the records and the conditions under which they are entitled to have that access; and
  - (f) the steps that should be taken by persons wishing to obtain access to that information.
4. A record-keeper shall:
  - (a) make the record maintained under clause 3 of this Principle available for inspection by members of the public; and
  - (b) give the Commissioner, in the month of June in each year, a copy of the record so maintained.



#### **IPP 6 Access to Records Containing Personal Information**

Where a record-keeper has possession or control of a record that contains personal information the individual concerned shall be entitled to have access to that record except to the extent that the record-keeper is required or authorised to refuse to provide the individual with access to that record under the applicable provisions of any law of the Commonwealth that provides for access by persons to documents.

#### **IPP 7 Alteration of Records Containing Personal Information**

1. A record-keeper who has possession or control of a record that contains personal information shall take such steps (if any), by way of making appropriate corrections, deletions and additions as are, in the circumstances, reasonable to ensure that the record:
  - (a) is accurate; and
  - (b) is, having regard to the purpose for which the information was collected or is to be used and to any purpose that is directly related to that purpose, relevant, up to date, complete and not misleading.
2. The obligation imposed on a record-keeper by clause 1 is subject to any applicable limitation in a law of the Commonwealth that provides a right to require the correction or amendment of documents.
3. Where:
  - (a) the record-keeper of a record containing personal information is not willing to amend that record, by making a correction, deletion or addition, in accordance with a request by the individual concerned; and
  - (b) no decision or recommendation to the effect that the record should be amended wholly or partly in accordance with that request has been made under the applicable provisions of a law of the Commonwealth;the record-keeper shall, if so requested by the individual concerned, take such steps (if any) as are reasonable in the circumstances to attach to the record any statement provided by that individual of the correction, deletion or addition sought.

#### **IPP 8 Record-Keeper to Check Accuracy Etc. of Personal Information Before Use**

A record-keeper who has possession or control of a record that contains personal information shall not use that information without taking such steps (if any) as are, in the circumstances, reasonable to ensure that, having regard to the purpose for which the information is proposed to be used, the information is accurate, up to date and complete.

#### **IPP 9 Personal Information to be used Only for Relevant Purposes**

A record-keeper who has possession or control of a record that contains personal information shall not use the information except for a purpose to which the information is relevant.

#### **IPP 10 Limits on Use of Personal Information**

1. A record-keeper who has possession or control of a record that contains personal information that was obtained for a particular purpose shall not use the information for any other purpose unless:

- (a) the individual concerned has consented to use of the information for that other purpose;
  - (b) the record-keeper believes on reasonable grounds that use of the information for that other purpose is necessary to prevent or lessen a serious and imminent threat to the life or health of the individual concerned or another person;
  - (c) use of the information for that other purpose is required or authorised by or under law;
  - (d) use of the information for that other purpose is reasonably necessary for enforcement of the criminal law or of a law imposing a pecuniary penalty, or for the protection of the public revenue; or
  - (e) the purpose for which the information is used is directly related to the purpose for which the information was obtained.
2. Where personal information is used for enforcement of the criminal law or of a law imposing a pecuniary penalty, or for the protection of the public revenue, the record-keeper shall include in the record containing that information a note of that use.

#### **IPP 11 Limits on Disclosure of Personal Information**

1. A record-keeper who has possession or control of a record that contains personal information shall not disclose the information to a person, body or agency (other than the individual concerned) unless:
- (a) the individual concerned is reasonably likely to have been aware, or made aware under Principle 2, that information of that kind is usually passed to that person, body or agency;
  - (b) the individual concerned has consented to the disclosure;
  - (c) the record-keeper believes on reasonable grounds that the disclosure is necessary to prevent or lessen a serious and imminent threat to the life or health of the individual concerned or of another person;
  - (d) the disclosure is required or authorised by or under law; or
  - (e) the disclosure is reasonably necessary for the enforcement of the criminal law or of a law imposing a pecuniary penalty, or for the protection of the public revenue.
2. Where personal information is disclosed for the purposes of enforcement of the criminal law or of a law imposing a pecuniary penalty, or for the purpose of the protection of the public revenue, the record-keeper shall include in the record containing that information a note of the disclosure.
3. A person, body or agency to whom personal information is disclosed under clause 1 of this Principle shall not use or disclose the information for a purpose other than the purpose for which the information was given to the person, body or agency.

## **SCHEDULE 4**

## **SCHEDULE 5**

### **Confidential Information of the Parties**

#### **A. Commonwealth's Confidential Information**

##### **1. Contract Provisions/Schedules/Items**

<b>Provision/Schedule/Item</b>	<b>Rationale</b>	<b>Period of Confidentiality</b>
All electronic and hard copy material	Privacy and materials may be used in criminal proceedings	indefinite

##### **2. Contract-related material**

<b>Item</b>	<b>Rationale</b>	<b>Period of Confidentiality</b>
Nil		

#### **B. Contractor's Confidential Information**

##### **1. Contract Provisions/Schedules/Items**

<b>Provision/Schedule/Item</b>	<b>Rationale</b>	<b>Period of Confidentiality</b>
Nil		

##### **2. Contract-related material**

<b>Item</b>	<b>Rationale</b>	<b>Period of Confidentiality</b>
Nil		

**SIGNED** by the parties as at the date first above mentioned.

**SIGNED by the COMMONWEALTH OF AUSTRALIA**

acting through and represented by the Department of Families, Housing, Community Services  
and Indigenous Affairs

by:

s47F

s47F

\_\_\_\_\_  
(Name of Commonwealth Representative)

\_\_\_\_\_  
(Signature of Commonwealth Representative)

s47F

**IN THE PRESENCE OF**

s47F

\_\_\_\_\_  
(Name of Witness)

\_\_\_\_\_  
(Signature of Witness)

**SIGNED by**

s47F

s47F

\_\_\_\_\_  
(Name)

\_\_\_\_\_  
(Signature)

**IN THE PRESENCE OF**

s47F

s47F

\_\_\_\_\_  
(Name of Witness)

\_\_\_\_\_  
(Signature of Witness)