

Schedule 6 – Order for Service

1. Introduction

- 1.1. This Order is issued in accordance with clause 11.3 of the Head Agreement for the Management Advisory Services (MAS) Panel Standing Offer Notice (SON3751667) between the Service Provider and the Department of Finance.

<u>Order for Services</u>	
<i>Service Provider Information</i>	
Service Provider	The University of Wollongong
Australian Business Number	61 060 567 686
Service Provider Representative	Contact: s47F Position: Business Manager Australian Health Services Research Institute Email: s47F@uow.edu.au Phone: (s47F
Service Provider Address for Notices	Contact: s47F Position: Commercial Research Manager Address: University of Wollongong Northfields Ave, Wollongong NSW 2522 AUSTRALIA Email: s47F@uow.edu.au
<i>Agency Information</i>	
Agency	Department of Health and Aged Care
Australian Business Number	83 605 426 759
<i>Agency Representative</i>	
Agency Representative	Name: s22(a)(ii) Position: A/g Director, Nutrition Policy Section Email: s22(a)(ii)@health.gov.au Phone: s22(a)(ii)
Agency Address for Notices	Address: GPO Box 9848, CANBERRA, ACT, 2601 Email: nutrition@health.gov.au
Agency Address for Invoices	Invoices must be submitted to nutrition@health.gov.au and health_invoicecapture@concur solutions.com and must contain any other requirements for the invoice e.g. that the purchase order number must be quoted in the invoice.

Agency order information	
Purchase Order Number	TBC
Cost Centre	6008 - Food & Nutrition Projects
Agency contract manager name	s22(a)(ii)
Agency File Reference	PH22/16558
Order Commencement Date and Term	
Order Commencement Date	Upon execution of this Order for Services
Order Expiry Date	Sunday, 30 June 2024
Proposed options to extend	Extension 1: Three months, time only extension, subject to agreement by both parties.
Statement of Work	
Service Area	Commercial Management Advisory Services
Service Category	Research
Service Sub-category	Research and Data Collection
Detailed Statement of Work	<p>Literature review and policy analysis</p> <p>Review and summarise the current impact of unhealthy food marketing to children in Australia:</p> <ul style="list-style-type: none"> Summarise the evidence on Australian children's exposure to, and the impact of, unhealthy food marketing, with consideration to the different marketing settings and mediums used. Review the health impacts and economic costs of unhealthy food marketing to children. <p>Analyse the current regulatory landscape around unhealthy food marketing to children and identify strengths and limitations with the current approaches:</p> <ul style="list-style-type: none"> Review current regulatory and non-regulatory approaches to control children's exposure to the marketing of unhealthy food in Australia across all relevant media and settings. <ul style="list-style-type: none"> The review should include both national and state & territory regulations and policies, the target age for each of the initiatives (i.e. how children are defined), and how the measures have previously been evaluated. Assess other approaches to regulate marketing of other harmful commodities in Australia, such as gambling, cigarettes, and alcohol, and identify applicable considerations to the context of marketing unhealthy food to children. Provide case examples of regulations to control unhealthy food marketing in other countries and outline learnings applicable to the Australian context. <p>Consultation</p>

	<p>Conduct approximately 30 consultations with relevant stakeholders on the current situation of unhealthy food marketing to children to identify:</p> <ul style="list-style-type: none"> • Stakeholder perspectives on the health and economic impacts of unhealthy food marketing to children. • Stakeholder perspectives on the impacts to food and marketing businesses of additional policy actions. • Stakeholder support for additional policy actions to limit unhealthy food marketing to children. • Stakeholder perspectives on feasible options for policy actions, including key barriers and enablers for these options. • Stakeholder perspectives on monitoring and evaluation, including key metrics to consider and how to implement monitoring and evaluation activities. <p>Key stakeholders will include:</p> <ul style="list-style-type: none"> • Public health, food industry, and marketing sector experts and peak bodies (n= 10-15); • Relevant Commonwealth agencies (n = 5-10); • State and territory health departments and other relevant agencies (n = 10-15); and <p>Public consultation is also to be undertaken via the Department of Health and Aged Care's consultation hub, in conjunction with the department.</p> <p>Specific details on who will be consulted and timing for consultations will be confirmed through approval of the stakeholder engagement plan.</p> <p>Development of options</p> <p>Using the information gathered in the Literature review and policy analysis and Consultation stages, determine regulatory and non-regulatory options available to the Government to limit the impact of unhealthy food marketing to children with consideration of:</p> <ul style="list-style-type: none"> • Domestic and international policy actions undertaken to date and relevant evidence on the impact of these policies and lessons learnt. • Potential regulatory and non-regulatory actions to limit marketing on the range of digital and physical mediums and settings, including sports settings. • International guidance and recommendations for policy actions. • Relevant definitions, criteria and thresholds to be included in any measures, e.g. how to define unhealthy foods and what age threshold to include. • Relevant trade and legal implications of identified options. <p>Cost-benefit analysis</p> <p>Determine the likely net benefit of each option through a cost-benefit analysis based on the best available evidence and modelling data. Consideration should be given to:</p> <ul style="list-style-type: none"> • Potential population health benefits and cost savings to governments due to improved health outcomes. • Regulatory costs for businesses, community organisations and governments, including compliance costs. • Individual and societal impacts. • Unintended consequences, spill over and distributional effects, and second-order impacts of any policy actions. Impacts that cannot be quantified will be assessed qualitatively. <p>As per Office of Impact Assessment policy, the Department of Health and Aged Care will engage with the Office of Impact Analysis to ensure the cost-benefit analysis, undertaken within the limitations of data available, is consistent with the guidance in the Australian Government Guide to Policy Impact Analysis.</p>
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	<p>The cost-benefit analysis must meet requirements of the Office of Impact Assessment to ensure it can contribute to an Impact Assessment that will be required for any policy changes that may result from this work.</p> <p>Recommendations</p> <p>Provide recommendations for Government on priority areas for action based on the analysis of options and stakeholder consultations. This should include:</p> <ul style="list-style-type: none"> • Prioritisation of options based on cost-effectiveness, acceptability, and feasibility. • Implementation considerations such as who would implement which action(s) and when. • Consideration of how the actions contribute to relevant Government strategies and commitments. <p>Monitoring and Evaluation</p> <p>Develop a monitoring and evaluation plan to enable effective demonstration of the impact of any new policy actions that may result from the study. This should include:</p> <ul style="list-style-type: none"> • Relevant and valid key performance indicators/targets to include. • Which data sources will be available and able to demonstrate the impacts of the policy action(s), including data analysis requirements. • Consideration of who is best placed to do this work and what resources will be required. 														
<p>Milestones</p>	<p>Timeframes for provision of deliverables to the Customer are outlined in the table below. The Service Provider will submit deliverables in accordance with the Customer's timeframe, unless agreed by email exchange with the Customer.</p> <p>Deliverables itemised will be subject to the Customer's review and acceptance. The Service Provider is required to address any comments from the Customer and ensure these comments are incorporated into the relevant deliverables prior to their finalisation and consideration for acceptance by the Customer.</p> <p>Where the Customer rejects any deliverables, the Customer will specify a reasonable timeframe in which the Service Provider is required to rectify deficiencies, at the Service Provider's cost, so that the deliverables meet the requirements of this Contract. The Service Provider will refund all payments related to the rejected deliverables unless the relevant deliverables are rectified and accepted by the Customer.</p> <table border="1" data-bbox="542 1366 1412 1854"> <thead> <tr> <th>Milestone</th> <th>Deliverable</th> <th>Due date</th> </tr> </thead> <tbody> <tr> <td rowspan="2">Phase 1 – Project initiation</td> <td>Project plan</td> <td>28 April 2023</td> </tr> <tr> <td>Stakeholder engagement plan</td> <td>5 May 2023</td> </tr> <tr> <td>Phase 2 – Evidence review and policy analysis</td> <td>Progress report – Analysis of the impact of unhealthy food marketing to children in Australia and assessment of the current regulatory landscape</td> <td>1 September 2023</td> </tr> <tr> <td>Phase 3 – Consultation and development of</td> <td>Progress report – Summary of stakeholder consultations and proposed options</td> <td>Early November 2023</td> </tr> </tbody> </table>	Milestone	Deliverable	Due date	Phase 1 – Project initiation	Project plan	28 April 2023	Stakeholder engagement plan	5 May 2023	Phase 2 – Evidence review and policy analysis	Progress report – Analysis of the impact of unhealthy food marketing to children in Australia and assessment of the current regulatory landscape	1 September 2023	Phase 3 – Consultation and development of	Progress report – Summary of stakeholder consultations and proposed options	Early November 2023
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	<p>policy options and recommendations</p> <p>Publication of consultation paper on Department of Health Consultation Hub* (4-6 weeks)</p> <p>Mid-Nov 2023 to allow 6 week's consultation</p> <p>Progress report – Presentation of options considered, results of cost-benefit analysis**, prioritisation of options and recommendations for Government</p> <p>29 March 2024</p>
	<p>Phase 4 – Project finalisation</p> <p>Monitoring and evaluation plan</p> <p>26 April 2024</p> <p>Draft final report</p> <p>24 May 2024</p> <p>Final report</p> <p>21 June 2024</p> <p><i>*Consultation paper to be approved by the Department prior to release.</i></p> <p><i>**Cost-benefit analysis must meet OIA requirements prior to acceptance of this milestone.</i></p>
Key Personnel	<p>Name: Associate Professor [REDACTED] s47F</p> <p>Role: Project co-lead</p> <p>Responsibilities: Associate Professor [REDACTED] s47F will be responsible for day-to-day project management, including allocation of resources, project design, evidence reviews, design of the policy options, stakeholder consultation and report development.</p> <p>Security clearance required: No</p> <p>Can key personnel be substituted: No</p>
Subcontractors	<p>Name: Professor [REDACTED] s47F</p> <p>ABN: 56 721 584 203</p> <p>Role: Project co-lead</p> <p>Responsibilities: Professor [REDACTED] s47F will support all aspects of the project, including project planning and design, development of policy options, stakeholder consultation, overseeing economic modelling activities and report writing.</p> <p>Name: Dr [REDACTED] s47F</p> <p>ABN: 56 721 584 203</p> <p>Role: Team member – Economic analysis</p> <p>Responsibilities: Dr [REDACTED] s47F will design and perform cost benefit analysis of policy options, including reviewing economic evidence, and assist in prioritising policy options based on the modelling.</p> <p>Name: Dr [REDACTED] s47F</p> <p>ABN: 56 721 584 203</p> <p>Role: Team member – Economic analysis</p> <p>Responsibilities: Dr [REDACTED] s47F will also design and perform cost benefit analysis alongside Dr [REDACTED] s47F</p>

	<p>Name: s47F ABN: 61 426 486 715 Role: Team member – Legal expertise Responsibilities: Ms s47F will support and contribute legal policy expertise to the development of the policy options. She will also support stakeholder consultations, including development of the interview guide related to the policy options and regulatory considerations.</p> <p>Project Advisory Group:</p> <p>Name: Professor s47F ABN: 56 721 584 203 Responsibilities: Providing strategic input into all aspects of the project.</p> <p>Name: Professor s47F ABN: 90 085 953 331 Responsibilities: Providing strategic input into all aspects of the project.</p> <p>Name: Professor s47F ABN: 91 130 793 725 Responsibilities: Providing strategic input into all aspects of the project. Services to be provided in kind.</p> <p>Name: Professor s47F ABN: 61 426 486 715 Responsibilities: Providing strategic input into all aspects of the project.</p>																																			
<p>Location</p>	<p>This clause of the Head Agreement has not been varied – no specific location is required.</p>																																			
<p>Fees</p>	<p>Proposed schedule of fixed fees and charges:</p> <table border="1"> <thead> <tr> <th data-bbox="537 1305 746 1458">Date</th> <th data-bbox="746 1305 983 1458">Deliverable</th> <th data-bbox="983 1305 1166 1458">Payment amount (GST exclusive)</th> <th data-bbox="1166 1305 1267 1458">GST</th> <th data-bbox="1267 1305 1441 1458">Payment amount (GST inclusive)</th> </tr> </thead> <tbody> <tr> <td data-bbox="537 1458 746 1552">31 March 2023</td> <td data-bbox="746 1458 983 1552">Execution of Order for Service</td> <td data-bbox="983 1458 1166 1552">\$100,000</td> <td data-bbox="1166 1458 1267 1552">N/A</td> <td data-bbox="1267 1458 1441 1552">\$100,000</td> </tr> <tr> <td data-bbox="537 1552 746 1675">19 May 2023</td> <td data-bbox="746 1552 983 1675">Approval of Project and Stakeholder engagement plans</td> <td data-bbox="983 1552 1166 1675">\$100,000</td> <td data-bbox="1166 1552 1267 1675">N/A</td> <td data-bbox="1267 1552 1441 1675">\$100,000</td> </tr> <tr> <td data-bbox="537 1675 746 1767">29 September 2023</td> <td data-bbox="746 1675 983 1767">Progress report 1</td> <td data-bbox="983 1675 1166 1767">\$100,000</td> <td data-bbox="1166 1675 1267 1767">N/A</td> <td data-bbox="1267 1675 1441 1767">\$100,000</td> </tr> <tr> <td data-bbox="537 1767 746 1832">12 April 2024</td> <td data-bbox="746 1767 983 1832">Progress report 3</td> <td data-bbox="983 1767 1166 1832">\$100,000</td> <td data-bbox="1166 1767 1267 1832">N/A</td> <td data-bbox="1267 1767 1441 1832">\$100,000</td> </tr> <tr> <td data-bbox="537 1832 746 1897">30 June 2024</td> <td data-bbox="746 1832 983 1897">Final report</td> <td data-bbox="983 1832 1166 1897">\$89,841.82</td> <td data-bbox="1166 1832 1267 1897">N/A</td> <td data-bbox="1267 1832 1441 1897">\$89,841.82</td> </tr> <tr> <td colspan="2" data-bbox="537 1897 983 1951" style="text-align: right;">Total:</td> <td data-bbox="983 1897 1166 1951">\$489,841.82</td> <td data-bbox="1166 1897 1267 1951">N/A</td> <td data-bbox="1267 1897 1441 1951">\$489,841.82</td> </tr> </tbody> </table>	Date	Deliverable	Payment amount (GST exclusive)	GST	Payment amount (GST inclusive)	31 March 2023	Execution of Order for Service	\$100,000	N/A	\$100,000	19 May 2023	Approval of Project and Stakeholder engagement plans	\$100,000	N/A	\$100,000	29 September 2023	Progress report 1	\$100,000	N/A	\$100,000	12 April 2024	Progress report 3	\$100,000	N/A	\$100,000	30 June 2024	Final report	\$89,841.82	N/A	\$89,841.82	Total:		\$489,841.82	N/A	\$489,841.82
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Payment Terms	<p>Progress payments of the Fixed Fees and Charges (inclusive of any GST and all taxes and charges) will be made as follows:</p> <ul style="list-style-type: none"> the Customer must pay the amount of a Correctly Rendered Invoice to the Service Provider within twenty (20) calendar days after receiving it, or if this day is not a business day, on the next business day.
Invoicing	<p>As per the MAS Panel Head agreement, tax invoices must include:</p> <ul style="list-style-type: none"> information required by law; payment terms and payment details; a description of the Services to which the invoice relates; itemised amounts payable (broken down by type); and the purchase order number which will be supplied by the Agency <p>Invoices must be submitted to nutrition@health.gov.au and health_invoicecapture@concur solutions.com.</p>
Travel	Not Applicable.
<p>Agency Material</p> <p><i>Agency Material is defined in the clause 1.1.1 of the Head Agreement as any Material provided by an Agency to the Service Provider for the purposes of a Contract, or derived at any time from that Material.</i></p>	<p>The Agency will provide the Service Provider with relevant background information, references and stakeholder contact details.</p>
<p>Existing Material</p> <p><i>Will any Existing Material be made available to the Agency under the Order?</i></p> <p><i>Existing Material is defined in clause 1.1.1 of the Head Agreement as:</i></p> <p><i>(a) any pre-existing Material including any improvements, modifications or enhancements to such pre-existing Material in performing the Services; and</i></p> <p><i>(b) any other Material, created independently of an Order after the Order Commencement Date.</i></p>	<p>Existing material includes any material developed by the Service Provider in determining and analysing options for the Agency's consideration. This includes research reports and findings, survey data and/or summaries of consultation processes, and the methodology and calculations for any health economic analyses conducted to inform the deliverable.</p>

<p>which is made available to the Agency by the Service Provider for the purpose of a Contract, on or following the Order Commencement Date, including but not limited to the Service Provider's tools, methodologies and object libraries and any improvements, enhancements, alterations and modifications to such Material.</p>	
<p>Contract Material</p>	<p>Contract material refers to deliverables under this Order for Services. Contract materials must be provided to a satisfactory level, agreed upon by the Agency.</p> <p>Web Content Accessibility: The Service provider must ensure that the Final Report and any website, associated material and/or online publications (where applicable) related to the project complies with the Web Content Accessibility Guidelines available at: https://www.w3.org/WAI/intro/wcag.</p>
<p>Reporting requirements</p>	<p>In addition to the Milestone Schedule outlined above, the Service provider will be required to provide regular Progress Updates, in the form of both written and face-to-face updates as agreed.</p> <p>As per Clause 9 of the MAS Panel Head Agreement:</p> <ul style="list-style-type: none"> • The Service Provider must, if requested by Finance, provide written verification of the accuracy of any reports delivered. • The Service Provider agrees to provide an Agency with any other reporting Additional Requirements specified in an Order and any other reporting reasonably required by the Agency in association with a Contract
<p>Restrictions on use of Contract Material</p>	<p>The Agency reserves the right to use the Contract Material to inform consultations with Commonwealth and state and territory government agencies, as well as other stakeholders as required. The Agency also reserves the right to publish the Contract Material on its website pending relevant Ministerial approvals.</p>
<p>Restrictions on use of Service Provider's name, trade name or logo</p>	<p>Nil.</p>
<p>Additional requirements</p>	
<p>Confidential Information</p>	<p>Agency Confidential information</p> <p>Agency data, <i>Indefinitely</i></p> <p>Any Personal Information held by the Agency, <i>Indefinitely</i></p> <p>Security Classified Information, <i>Indefinitely</i></p>

	Discussion between the Agency and the Service Provider, <i>Indefinitely</i> The Service Provider Confidential information Names of personnel involved in the consultation process, <i>Indefinitely</i>
Agency Data Storage Requirements	This clause of the Head Agreement has not been varied.
Security	This clause of the Head Agreement has not been varied.
Additional Requirements - security	This clause of the Head Agreement has not been varied.
Conditions/Restrictions for Personal Information	This clause of the Head Agreement has not been varied.
Additional or alternate Requirements - insurance	This clause of the Head Agreement has not been varied. The Suppliers current insurance information in accordance with the requirements of <u>Clause 18 of the Head Agreement</u> (either requested or provided in RFQ response) can be entered here, to confirm compliance when executing this Schedule 6 Order for Services.
Agency Service Levels	Nil.
Commonwealth Procurement Connected Policy Requirements	
Black Economy Policy	Not Applicable.
Indigenous Procurement Policy	Not Applicable.
Australian Industry Participation Policy	Not Applicable.
Variable Clauses of the Head Agreement	
Internal Working Papers	This clause of the Head Agreement has not been varied.
Intellectual Property	This clause of the Head Agreement has not been varied.
Key Personnel Requirements	This clause of the Head Agreement has not been varied.
Return of confidential information	This clause of the Head Agreement has not been varied.
Liability	This clause of the Head Agreement has not been varied.

Service Provider termination right	This clause of the Head Agreement has not been varied.
Termination for convenience costs in relation to Fees for Services calculated on a milestone basis	This clause of the Head Agreement has not been varied.

THIS DOCUMENT HAS BEEN RELEASED UNDER
THE FREEDOM OF INFORMATION ACT 1982 (CTH)
BY THE DEPARTMENT OF HEALTH AND AGED CARE

Signed for and on behalf of
Commonwealth of Australia as
represented by the Department of Health
and Aged Care 83 605 426 759

Cavita Davis

name of authorised officer

s47F

Signature of authorised officer

Assistant Secretary - PH&FB

title of authorised officer

Signed for and on behalf of The University
of Wollongong,

s47F

*name of Service Provider's authorised
representative*

s47F

*Signature of Service Provider's authorised
representative*

Director, Research Services Office

*title of Service Provider's authorised
representative*



s47F
Business Manager
Australian Health Services Research Institute
University of Wollongong

CONTRACT VARIATION No. ONE

Contract: Feasibility study on options to limit unhealthy food marketing to children – 12 April 2023

The above contract is due to expire on 30 June 2023.

Clause 31.2 of the contract allows for variations by written agreement.

This letter is to notify you that the Department of Health and Aged Care would like to vary the contract for addition of an additional sub-contractor, Dr s47F of Edge Hill University, United Kingdom. This variation will occur under the same terms and conditions of the existing agreement.

Dr s47F will be subcontracted by the University of Wollongong to support the preparation and write-up of a literature review on Australian children’s exposure to marketing across media and settings, and the impact of this marketing on children’s food choices, purchases, intake and body weight. This will incur additional expenses estimated up to \$16,400 (GST Out of Scope) to be met within the existing budget in the executed funding agreement.

If your organisation agrees to this variation, please sign where indicated below and return this letter to nutrition@health.gov.au.

If you have any queries please contact s22(a)(ii) @health.gov.au.

Yours sincerely
s47F

Carita Davis
Assistant Secretary
Preventive Health and Food Branch
Population Health Division
16 May 2023

University of Wollongong accepts the extension of contract as detailed above.

Service Provider’s Representative

Name: s47F _____

Signature: s47F _____

Date: 17 May 2023 _____