



Australian Government

Commonwealth Contract – Services

Reference ID: E24-336849

Customer

Customer Name:	Department of Health and Aged Care
Customer ABN:	83 605 426 759
Address:	23 Furzer St Phillip ACT 2606

Supplier

Full Name of the Legal Entity:	Kaunitz Yeung Architecture PTY. LTD
Supplier ABN:	88 157 779 774
Address:	277a Cleveland St Redfern NSW 2016

Statement of Work

C.A.1 Key Events and Dates

This Contract commences on the Contract Start Date or the date this Contract is executed, whichever is the latter, and continues for the Contract Term unless:

- a) it is terminated earlier or
- b) the Customer exercises the Contract Extension Option, in which case this Contract will continue until the end of the extended time (unless it is terminated earlier).

Event	Details
Contract Start Date:	Upon execution
Contract Term:	This Contract will terminate on Monday, 30 June 2025.
Contract Extension Option:	This Contract includes the following extension option(s): An extension period(s) of up to a total of 6 months.

C.A.2 The Requirement

In July 2024, the National Aged Care Design Principles and Guidelines (Principles and Guidelines) were introduced to improve quality of life for older people living in residential aged care accommodation. This was in response to Recommendation 45 of the Royal Commission into Aged Care Quality and Safety, which recommended that the Australian Government produce a comprehensive set of principles and guidelines on accessible and dementia-friendly design in aged care.

The Principles and Guidelines were developed following extensive consultation with a broad range of stakeholders, including older people, their families and carers, the aged care sector and design and technical experts. Overall, feedback during consultation processes to develop and refine the Principles and Guidelines was positive. The Principles and Guidelines have been designed to be implemented flexibly and applied to the many diverse social, cultural and geographical contexts in which aged care homes operate.

The Department of Health and Aged Care (Department) is implementing a range of strategies to raise awareness and support providers and design experts to adopt the Principles and Guidelines. These include:

- factsheets and publications on the [Principles and Guidelines](#)
- attending sector events to promote the Principles and Guidelines
- a [webinar](#) to support the aged care sector to understand how to adopt the Principles and Guidelines, including planned activities to support adoption and what good design looks like, held on 15 August 2024
- showcasing entries to the [Reimagining where we live](#) design ideas competition to demonstrate what can be achieved by applying the Principles and Guidelines in rural and urban settings.
- developing an environmental assessment tool to help providers assess their homes against the Guidelines to determine the extent to which they meet the Principles and Guidelines and help with planning.

The Supplier is to provide specialist expertise to develop guidance material for culturally appropriate design for First Nations people in residential aged care that recognises the individual needs of different communities. This guidance material will supplement the Principles and Guidelines and provide the aged care sector with guidance about what culturally safe design looks like for First Nations people in residential aged care and how to apply the design strategies in a culturally safe manner. The guidance material should be informed by lessons learned from other projects and include relevant case studies.

The guidance material will be evidence-based and provide expert advice to help communities and aged care providers know what is possible in designing culturally safe aged care homes for First Nations communities. In line with the National Agreement on Closing the Gap, the guidance material should be developed in genuine partnership with First Nations communities. The guidance material should minimise the risk that the Principles and Guidelines will be implemented by providers in a 'one size fits all' approach, and help ensure that aged care design is culturally safe and responsive to the needs of First Nations people.

The guidance material is intended to complement the National Aged Care Design Principles and Guidelines, with the two documents working in conjunction with one another.

Key activities will include the following:

Activity description	Lead
Delivery of draft guidance material to supplement the Principles and Guidelines on culturally safe design for First Nations communities in residential aged care accommodation. The draft should be informed by research/analysis on previous Australian projects in the aged care space which focused on culturally appropriate design for First Nations communities.	The supplier
Delivery of workshops and consultations to co-design the draft guidance material with First Nations communities.	The supplier

<p>Develop an interim report to summarise the consultation outcomes and options to promote awareness and uptake of the guidance material once finalised (e.g. workshops and industry training), informed by:</p> <ul style="list-style-type: none"> • consultation on the draft • analysis of feedback from consultation, including recommendations on how this will be addressed, where relevant in a feedback spreadsheet or similar 	The supplier
<p>Delivery of final guidance material for culturally appropriate design in aged care for First Nations communities, that incorporates agreed changes from the consultation process.</p> <p>The guidance material should:</p> <ul style="list-style-type: none"> • be presented in a style that complements the National Aged Care Design Principles and Guidelines, • align with the department's Aged Care Style Guide (see contract annex 1) • be provided in print-ready and accessible formats (see clause C.A.2(b) below and contract annex 2). 	The supplier

C.A.2(a) Commonwealth Supplier Code of Conduct

The Commonwealth expects its suppliers to conduct themselves with high standards of ethics such that they consistently act with integrity and accountability. The Commonwealth Supplier Code of Conduct (Code) outlines the Commonwealth's minimum expectations of suppliers and their subcontractors while under contract with the Commonwealth.

The Supplier must comply with Commonwealth Contract Terms [Clause C.C.23], which creates a number of obligations in connection with the Code. Without limiting the requirements in Commonwealth Contract Terms [Clause C.C.23.2b], during the term of the Contract, the Supplier must provide the information specified below (if any) to the Customer in connection with its compliance with the Code:

Further information on the Code can be found at:

<https://www.finance.gov.au/government/procurement/commonwealth-supplier-code-conduct>.

C.A.2(b) Standards

The Supplier must ensure that any goods and services provided under this Contract comply with all applicable Australian standards and any Australian and international standards specified in this Statement of Work. The Supplier must ensure that it obtains copies of all relevant certifications and maintains records evidencing its compliance with those standards. If requested by the Customer, the Supplier must enable the Customer, or an independent assessor, to conduct periodic audits to confirm compliance with those standards.

Web Content Accessibility

As applicable, the Supplier must ensure that any website, associated material and/or online publications (where applicable) complies with the Web Content Accessibility Guidelines available at:

<https://www.w3.org/WAI/intro/wcag>.

Publications

Publications and reports (if any) must be drafted to comply with the current version of the [Commonwealth's Style Manual](#).

C.A.2(c) Security Requirements

Before the contractor commences work, confidentiality undertakings in a form attached to this work order or otherwise prescribed by the buyer are required from:

- specified personnel.

Confidentiality and Conflict of Interest declarations are to be updated if specified personnel change or become aware of any conflicts of interest associated with the provision of the required services.

Security

The Specified Personnel must produce to the relevant contract manager from the Department of Health a current AFP National Police Certificate, which is no greater than 3 months old, by the contract commencement date. If any disclosable outcomes are mentioned in the certificate, the Department may delay proceeding with the Work Order until an assessment can be conducted.

The cost of obtaining each security clearance will be borne by the Supplier. The Supplier must ensure that its Specified Personnel promptly provide to the Customer relevant details to assist with the security clearance process, and the Supplier must notify the Customer promptly in writing of any change in circumstances which is likely to affect the Customer's assessment of the Specified Personnel's entitlement to hold a security clearance. Current ASGVA Vetting Fees and Charges can be found at:

<https://www1.defence.gov.au/security/clearances/about/security-clearance-fees>

C.A.2(d) Work Health and Safety

Prior to commencement of this Contract, the Customer's Contract Manager and the Supplier's Contract Manager will identify any potential work health and safety (WHS) issues anticipated to arise during the term of this contract and assign management of each issue identified to the party best able to manage it. For all issues assigned to the Supplier, the Supplier will provide the Customer with a WHS plan for approval and no work will commence until the plan is approved unless agreed in writing by the Customer.

Throughout the Contract Term, the Customer and the Supplier will proactively identify and cooperate to manage any WHS issues that arise.

C.A.2(e) Delivery and Acceptance

Where the Customer rejects any deliverables under Clause C.C.11 [*Delivery and Acceptance*] the Customer will specify a timeframe in which the Supplier is required to rectify deficiencies, at the Supplier's cost, so that the deliverables meet the requirements of this Contract. The Supplier must comply with any such requirement. Rectified deliverables are subject to acceptance under Clause C.C.11 [*Delivery and Acceptance*].

The Supplier will refund all payments related to the rejected deliverables unless the relevant deliverables are rectified and accepted by the Customer.

If the Supplier is unable to meet the Customer's timeframe, the Customer may terminate this Contract in accordance with Clause C.C.16 [*Termination for Cause*].

Milestone Description	Due Date
Completion of a detailed project plan	16 December 2024
Completion of draft guidance material	10 February 2025
Completion of stakeholder consultations	14 March 2025
Completion of an interim report to summarise the outcomes of consultations on the draft and options to promote awareness and encourage uptake of the guidance material	11 April 2025

Completion of a feedback spreadsheet (or similar), with a summary of recommendations on how feedback will be addressed.	5 April 2025
Completion of final guidance material, that incorporates agreed changes from the consultation process.	16 June 2025

Reports

During the term of this Contract, the Supplier must provide the Customer with reports as set out in the table below:

Report Type	Detailed Description	Due Date
Project Plan	A detailed program and timetable for the entire project, setting out key program milestones and their due dates. The project plan should include a consultation plan, with proposed stakeholders for consultation on the draft guidance material.	5pm ACT local time, 16 December 2024
Interim report	A detailed report summarising outcomes of the consultations on the draft and options to promote awareness and encourage uptake of the guidance material (e.g., workshops and industry training). This report should be informed by consultation on the draft guidance material and analysis of feedback from the consultations.	5pm ACT local time, 11 April 2025
Summary of feedback	Spreadsheet or similar outlining feedback received and recommendations on how that feedback will be addressed in the final version.	5pm ACT local time, 5 May 2025

Delivery and Acceptance – Additional Instructions

- Draft versions of all deliverables are to be provided in an editable format (e.g. word or excel document) before they are accepted by the department, to allow for comments and revisions.
- The Supplier is to provide deliverables by email, for files 20MB or less in size. To enable the sharing of larger file sizes, the department will establish a secure SharePoint page for files over 20MB. Deliverables will not be accepted via Dropbox or other file sharing platforms.

C.A.2(f) Meetings

The Supplier is required to attend meetings as follows:

Meeting Type	Position Required	Frequency	Mode
Project inception meeting	Organiser/chair	Within 5 business days of contract execution	Video conference
Regular project meetings	Organiser/chair	Fortnightly or as agreed between the Supplier and the Customer	Video conference

C.A.2(g) Facilities and Assistance Offered by the Customer

The Customer will not make any facilities or assistance available to the Supplier.

C.A.2(h) Customer Material

The Department will provide information as required. The Final Report of the Royal Commission into Aged Care Quality and Safety (Royal Commission) was tabled on 1 March 2021. The Australian Government published a comprehensive response to the Royal Commission's final report on 11 May 2021.

The Royal Commission recommended that the Australian Government should guide the design of residential aged care accommodation by developing and publishing a comprehensive set of Design Principles and Guidelines on accessible and dementia-friendly design for residential aged care, that can be:

- applied to 'small household' models of accommodation and to enablement and respite accommodation settings, and
- amended from time to time as necessary to reflect contemporary best practice.

The Australian Government accepted this recommendation and in response developed and introduced the Principles and Guidelines in July 2024. The Principles and Guidelines aim to guide refurbishments and new residential aged care accommodation builds to ensure they promote independence, function and enjoyment for residents and support staff to deliver high quality care. The Principles and Guidelines have been designed to be implemented flexibly and applied to the many diverse social, cultural and geographical contexts in which aged care homes operate.

The Department has prepared resources, including factsheets, to support the Principles and Guidelines. These resources and further information are available at [Improving accommodation in residential aged care](#).

C.A.2(i) Conflicts of Interest

The Supplier has declared that it has no Conflicts of Interest relevant to the performance of its obligations under this Contract.

C.A.2(j) Public Interest Disclosure

For information about how to make a Public Interest Disclosure, please refer to the information provided on the Customer's website: <https://www.health.gov.au/about-us/corporate-reporting/public-interest-disclosures>.

All Public Interest Disclosure matters (relating to this procurement) should be referred to:

Name/Position:	PID Coordination Unit
Email Address:	s47E(d) @health.gov.au

C.A.2(k) Complaints Handling

For information about how to make a complaint, please refer to the information provided on the Customer's website: 02 6289 5924.

Any complaints relating to this procurement should be referred to:

Name/Position:	Procurement Advisory Services
Email Address:	Procurement.advice@health.gov.au
Telephone:	02 6289 5924

If your issue is not resolved refer <https://www.finance.gov.au/business/procurement/complaints-handling-charter-complaints> for more information relating to complaints.

C.A.3 Contract Price

The maximum Contract Price inclusive of GST and all taxes and charges will not exceed **\$198,330 (GST inclusive)** as set out below.

Fixed Price (including all expenses)

Due Date	Milestone Description	Total Price GST Exclusive	GST Component	Total Price GST Inclusive
16/12/2024	Completion of detailed project plan	s47G(1)(a)		
10/02/2025	Completion of draft guidance material			
14/03/2025	Completion of stakeholder consultations			
11/04/2025	Completion of interim report			
5/05/2025	Completion of feedback spreadsheet			
16/06/2025	Completion of final guidance material			

Total Fixed Price for Services \$198,330 GST Inclusive

Adjustment to Fixed Pricing for Contract Variation/Extension

Any contract variations to the Fixed Price due to a change in scope of works or services will be agreed by the Customer and Supplier. An hourly rate of s47G(1)(a) /hour will be applied.

C.A.3(a) Payment Schedule

Progress payments of the *Fixed Fees and Charges* (inclusive of any GST and all taxes and charges) will be made as follows:

Estimated Date	Milestone Description	Payment Amount
16/12/2024	Completion of a detailed project plan	s47G(1)(a)
10/02/2025	Completion of draft guidance material	
14/03/2025	Completion of stakeholder consultations	
11/04/2025	Completion of interim report	
5/05/2025	Completion of feedback spreadsheet	
16/06/2025	Completion of final guidance material	

C.A.4 Contract Managers and Addresses for Notices

Contract Managers are responsible for issuing or accepting any written Notices under this Contract and are the contact points for general liaison.

C.A.4(a) Customer's Contract Manager:

The person occupying the position of: Assistant Director
 Currently: s22
 Telephone: 02 5132 s22
 Email Address: s47E(d) @Health.gov.au

C.A.4(b) Customer's Address for Invoices:

Addressee Name/Position Title: s22, Director
 Telephone: 02 5132 s22
 Email Address: s47E(d) @health.gov.au

The Customer's preferred method of invoicing is by email.

C.A.4(c) Supplier's Contract Manager:

Name: s47F
 Position Title: Director
 Mobile: s47F
 Email Address: s47F @kaunitzyeung.com
 Postal Address: 277a Cleveland St Redfern NSW 2016

C.A.4(d) Supplier's Address for Notices

Name: s47F
 Position Title: Director
 Email Address: s47F @kaunitzyeung.com
 Postal Address: 277a Cleveland St Redfern NSW 2016

C.A.5 Specified Personnel

Position/Role	Name	Current Security Clearance Level	Percentage of Total Project Time
Director	s47F [REDACTED]	N/A	80%
Associate	s47F [REDACTED]	N/A	20%

Additional Contract Terms

An executed contract will incorporate the Commonwealth Contract Terms and also the following Additional Contract Terms:

C.B.1 Intellectual Property

The Customer owns the Intellectual Property Rights in the Material created under this Contract.

To the extent the Supplier or a third party holds any Intellectual Property Rights in any existing Material, the Supplier hereby agrees to licence the Customer to enable the Customer to exercise full rights and interests in the Intellectual Property Rights in any Material provided under this Contract. The Supplier agrees to create, execute or sign any documents and perform all acts which may be necessary to allow the use of those rights by the Customer for any purpose.

The Customer grants to the Supplier a non-exclusive, non-transferable, irrevocable, royalty-free licence for this Contract Term to exercise the Intellectual Property Rights in the Material for the sole purpose of fulfilling its obligations under this Contract. The licence in this clause is subject to any conditions or limitations of third parties that the Customer notifies to the Supplier.

Intellectual Property Rights in Goods provided under this Contract or pre-existing Intellectual Property of the Supplier, set out below (if any), will not change as a result of this Contract.

C.B.2 Confidential Information of the Supplier

The Customer agrees that the following information meets the Commonwealth's confidentiality guidelines and agrees to treat the information as confidential unless required by law to disclose the information. The Customer retains the right to disclose any other information contained in this Contract.

Information to be kept confidential
Not applicable

C.B.3 Payment Terms

The Customer will pay the amount within a Correctly Rendered Invoice to the Supplier within twenty (20) calendar days after receiving it, or if this day is not a Business Day, on the next Business Day.

C.B.X Workplace Gender Equality Act 2012 (Cth)

Where the Supplier is a relevant employer under the *Workplace Gender Equality Act 2012* (Cth) (the WGE Act) the Supplier must provide evidence that it complies with its obligations under the WGE Act before commencement of any Contract and, if the term is more than 18 months, within 18 months of commencement and annually thereafter for the duration of the Contract.

If the Supplier becomes non-compliant with the WGE Act during the course of the Contract, the Supplier must notify the Customer's Contact Manager in writing within 10 Business Days. Compliance with the WGE Act does not relieve the Supplier from its responsibilities to comply with its other obligations under the Contract.

Contract Annex 1 – Supplementary Information

The Department of Health and Aged Care style guide is provided in the attached below.

health.gov.au style guide

July 2024

We follow the [Australian Government Style Manual](#) and use the Macquarie Dictionary for spelling and hyphenation guidance.

This document lists exceptions and terms and phrases specific to the Australian Government Department of Health and Aged Care.

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USE WE/US/YOU

On health.gov.au, we/us means the Australian Government Department of Health and Aged Care. Do not use 'the department' or 'the Department', or 'the Department of Health and Aged Care'. This is in line with the Style Manual advice to [use personal pronouns \(like 'we', 'you', 'us'\) when it suits the voice and tone](#).

FORMATTING

Italics

Do not use italics for emphasis. Follow [Style Manual advice on italics](#).

Bold

Avoid using bold for long sections of text. Use a callout instead.

Legislation

To ensure Acts of Parliament appear italicised, use the Cite style in GovCMS within the source code.

Ensure you identify the jurisdiction of the Act as either national or state based by the lead in sentence, not by using (Cth) or (NSW)

Linking to legislation – use the 'latest' link. Right click and copy the 'go to latest' link.

Transcripts

For audio/video resources [follow this example](#).

Abbreviations and acronyms

Spell out once per page. For abbreviations/acronyms used in the title, spell out either in the page title (preferred) or in the summary (if spelling it out in the title is too long). Add an s for plural and an 's when possessive.

CAPITALISATION

In general, use [minimal capitals](#).

Committees

When referring to working parties, committees, expert panels and so on:

- Use title case for the full name of the group (e.g. Life Saving Drugs Program Expert Panel).
- Use lowercase thereafter for general references to the group (e.g. 'the panel decided...', 'the committee met...').

We no longer capitalise panel, committee, working group and so on in general text references, as per the new [Style Manual government style manual guidance](#).

Reports, strategies, frameworks, plans

Do not capitalise these terms in general text references (for example, 'the Strategy' or 'the Report'). As per the Australian Government Style Manual, [minimise capitals for common nouns](#).

Job titles

You can find the rules and guidance for capitalising job titles in the Style Manual under [titles, honours and forms of address](#), [punctuation and capitalisation](#), [government terms](#), and their blog article [Capital letters: less is more](#).

[Style Manual](#) says: ‘Use initial capitals for the official titles of ministers and departmental secretaries. Use lower case for generic references. Apply this rule to the titles of other government office holders and department officials.’

Examples:

- National Rural Health Commissioner, Professor Ruth Stewart
- The commissioner presented her report...
- The Chief Medical Officer stated that...
- The Minister for Health and Aged Care met with...
- The minister announced funding for...

Publications

Title case

[Style Manual](#) says to use initial capitals for ‘treaties, protocols and similar agreements.’

In our context, use initial capitals for the full titles of these publication subtypes:

a) Publication subtype	b) Example title
c) Book	d) The Red Book
e) Report (only if a major report)	f) Department of Health and Aged Care Annual Report 2022–23
g) Strategy or framework	h) Aged Care Data and Digital Strategy 2024–2029
i) Agreement	j) Eighth Community Pharmacy Agreement

Sentence case

Use sentence case for titles of the following publication subtypes. Use a capital after en dashes used to separate parts of titles. Capitalise proper nouns, such as names of initiatives, programs, committees or groups.

Use spaced en dashes to separate items and non-spaced en dashes in date ranges (copy and paste an en dash from Word, or hold down the ALT key and type 0150 on your number pad to enter one directly into GovCMS).

k) Publication subtype	l) Example title
m) Agenda	n) LSDP Expert Panel meeting agenda – 26 May 2023
o) Brochure	p) National Bowel Cancer Screening Program – Lifesaver brochure
q) Collection	r) Certification statements for advertising campaigns
s) Campaign certification statement	t) Certification statement – Childhood immunisation campaign 2024 – Phase 3
u) Case definition	v) Invasive meningococcal disease – Surveillance case definition
w) Dataset	x) First Nations COVID-19 vaccination coverage – National data – 14 June 2024
y) Digital image	z) Changes to vaping in Australia from 1 July 2024 – Social media tiles

k) Publication subtype	l) Example title
aa) Fact sheet	bb) Innovative Models of Care (IMOC) Program – Yolŋu-led family focussed maternity care
cc) Form	dd) Second-tier default benefits eligibility – Application form
ee) Government response to inquiry	ff) Inquiry into approval processes for new drugs and novel medical technologies in Australia
gg) Guideline	hh) ATAGI advice on use of sedation for COVID-19 vaccination
ii) Infographic	jj) My Aged Care process overview – Aged care assessment workforce (Integrated Assessment Tool)
kk) Letter	ll) Minister Colbeck's letter to aged care service providers about infection prevention and control leads
mm) Meeting minutes	nn) ATAGI 104th meeting bulletin – 17 April 2024
oo) Poster	pp) BreastScreen Australia – 1 in 7 women will develop breast cancer poster
qq) Presentation	rr) Delivering high quality, person-centred palliative care in aged care – Presentation slides
ss) Procedure	tt) Hearing Services Program portal user guide – Submit a claim
uu) Public interest certificate	vv) Procurement of suppliers to provide Regional Assessment Services (RAS) in Victoria
ww) Report (minor reports)	xx) Fourth report on key performance measures for the Seventh Community Pharmacy Agreement
yy) Standard	zz) PHDB data specification – Hospital to department – 2024–25
aaa) Statement	bbb) Statement on the clinical use of zoster vaccine in older adults in Australia
ccc) Template	ddd) Hearing Services Program device quote template
eee) Terms of reference	fff) Strengthening Medicare Implementation Oversight Committee – Terms of reference

GRAMMAR AND PUNCTUATION

Hyphens

Use [hyphens](#) in compound adjectives placed **before** a noun, but not when it placed after the **noun**. For example:

- 'I am seeking full-time work'; but 'I work full time'
- 'the up-to-date accounts', but 'the accounts are up to date'
- 'an 11-year-old child, but 'a child who is 11 years old'

Only use hyphens to hyphenate words. Don't use en or em dashes for that purpose.

Dashes

Use **spaced en dashes** within content for parenthetical purposes (using a dash instead of brackets or parentheses). In MS Word, you can enter an en dash by holding the Ctrl key and entering the – on the number pad. MS Word will usually autocorrect a space-hyphen-space to a space-en dash-space. In MS Word and GovCMS you can enter an en dash by holding down the Alt key and entering 0150 on the number pad.

Use **en dashes** for year ranges (no spaces), in publication titles (with spaces), and in multiple-word modifiers. For example:

2020–21

Publication title – A user guide

Australian Government–funded

See the Style Manual for more on [dashes](#).

List punctuation

We previously omitted the full stop at the end of bulleted lists because the DTA content guide advised this. They have since changed that guidance and new style manual says to [use full stops at the end of fragment lists](#) to end the sentence.

Percentage symbol

Use % on the web, not ‘per cent’.

Organisations take singular verbs

References to committees, departments, organisations, companies and so on [use singular verbs](#) and pronouns, not plural:

- ‘The committee is deciding’ not ‘The committee are deciding’
- ‘It is working on’ not ‘they are working on’
-

LINKING

Link text

Write link text that makes the destination clear ([see Style Manual](#)). Don’t write ‘Click [here](#)’.

Write this: [Register for the webinar](#)

Not this: To register for the webinar, [click here](#).

Legislation

Always link to the **latest version** of the Act or Regulation. For example:

www.legislation.gov.au/Latest/C2019C00023

To get this URL, right-click on the ‘go to latest’ link in the top-right corner of an Act or Regulation page

More info: [Federal Register information on linking](#)

Link to a section within legislation if needed – In the table of contents, right-click on the section and copy the URL. Take the last bit of the URL including the slash (for example: `/Text#_Toc12283716`) and append it to the ‘latest’ URL (for example:

https://www.legislation.gov.au/Latest/C2019C00199/Text#_Toc12283716)

The link text should be the name of the section. For example:

[Part 3 – Home care services](#) of the User Rights Principles 2014

ABORIGINAL AND TORRES STRAIT ISLANDER HEALTH

The [National Aboriginal and Torres Strait Islander Staff Network](#) have approved an editorial style guide.

Please [refer to the Aboriginal and Torres Strait Islander health guide](#).

AGED CARE

Aged Care have put out their own editorial style guide. Please [refer to the aged care guide](#).

EXPLAINING MEDICARE

- **Pharmaceutical Benefits Scheme (PBS)** – this scheme is **not** part of Medicare.
You can say *a Medicare card gives you access to the PBS* or something similar.
- **Free treatment as a public patient in hospital** – not ‘free treatment as a public patient in a *public* hospital’.
This is because 40% of public patients are treated in private hospitals as part of overflow when public hospitals are full or unavailable.
- The ***public health system*** provides free hospital treatment as a public patient – not Medicare.

LIFE SAVING DRUGS PROGRAM

See the guides and templates in this folder: [Life Saving Drugs Program](#).

WORD LIST

This list shows how words have been presented on health.gov.au and in Budget papers. We aim for consistency with this list.

A

Aboriginal and Torres Strait Islander terms and phrases – See the [Aboriginal and Torres Strait Islander health guide](#)

after hours – ‘care is available after hours’ but ‘after-hours care’, ‘after-hours primary care’ but ‘Primary Health Network After Hours Program’ (as they must have forgotten the hyphen when they named it)

aged care – See the [aged care guide](#).

antibiotic-resistant bacteria

anti-smoking campaign

anti-vaping campaign

antiviral

Australian Centre for Disease Control

Australian Digital Health Agency

Australian Government (and then ‘government’ afterwards but not Commonwealth Government or Federal Government)

age ranges – people 65 years and over; children aged 6 months to less than 5 years

B

bloodborne – one word in general text (bloodborne virus). Two words in committee names because they are wedded to this. Acronym still BBV for bloodborne virus, for consistency with past use.

breastmilk

breastmilk bank

Budget – capital B in running text (‘the Budget’)

bulk billing

bulk billing incentive, bulk billing GP

C

check-up

chronic condition – not chronic disease

clinical quality registries (but National Clinical Quality Registries Program)

Closing the Gap PBS co-payment

co-design

communique – no accent on the e; if possible use 'Meeting summary' or 'Meeting minutes' instead

concession cardholders

co-payment

coronavirus – no capital unless starting a sentence

cost of living (noun) – 'ease the cost of living for Australians'

cost-of-living (adjective) – 'We want to ease the cost-of-living pressures on Australians.'

COVID-19 – not Covid or covid or any other shortened version

COVIDSafe – adjective describing behaviours to reduce the spread of COVID-19

cross-border health issues

cutting edge (noun) – 'This care is cutting edge.'

cutting-edge (adjective) – 'This is cutting-edge care.'

D

data – singular (data is), not plural (data are)

decision-making

E

Ebola – capitalise first letter (because it is named after the Ebola River; most diseases do not take capitals – see [Medical terms](#))

end-stage kidney disease

e-cigarettes

F

fact sheet – not factsheet

fellowship – lower case in running text: 'When you complete your GP training with the ACRRM or RACGP, you'll achieve your GP fellowship. As a fellow, you can work unsupervised as a GP anywhere in Australia.' Uppercase when referring to the full name: Fellowship of the Australian College of Rural and Remote Medicine

face-to-face consultations

fetal alcohol spectrum disorder (FASD)

First Nations – See the [Aboriginal and Torres Strait Islander health guide](#)

G

GP (no need to spell this out first time before using abbreviation)

government – lower case when using as subsequent references to the Australian Government, and as an adjective (government spending, government programs)

GP-led respiratory clinics (lower case)

H

health care – use 2 words when the term is being used a noun. For example, delivering better health care, improve rural health care, providing health care remotely, improving access to primary health care.

healthcare – use 1 word when it is being used as an adjective. For example, healthcare providers, healthcare billing compliance, healthcare workers

health insurer – not health fund

health professionals

- for a specific context, use the specific term – e.g. 'ask the dentist who is doing your root canal if you can have pain relief'
- for a generic context where providers can be grouped, use one generic (ie if you might consult a specialist or a GP or a surgeon or a psychiatrist = 'the doctor will bill Medicare on your behalf'; OR if

you spoke to a physiotherapist, nurse, or Aboriginal community health worker = ‘show the health professional your injury’)

- if the context covers both ‘doctor’ or ‘health professional’ use both – e.g. ‘when you get to the community clinic tell the doctor or health professional you see about your rash’.

Say you were writing a page about mental health medication. You could use the specific terms GP and psychiatrist in the summary for accuracy – ‘your GP or psychiatrist can prescribe you an antidepressant’ – but use the generic after that to keep the page simple – ‘ask the doctor about possible side effects if you are worried’. This should help ensure the page shows up in a search using any of the 3 terms.

healthdirect – healthdirect, all lower case, is the name of the service. So when describing the healthdirect website, the healthdirect Symptom Checker or the healthdirect helpline, use lower case. If you are writing about Healthdirect Australia (the organisation that operates a number of health services on behalf of Australian governments), that name should be capitalised.

home page – always 2 words, never homepage

I

J

K

L

life-saving (but ‘life saving’ in Life Saving Drugs Program, Surf Life Saving Australia)

life-threatening

log in and login – not sign in or log on. Use log in (verb) for buttons and links, and login (noun) for content such as ‘your login details’.

long-stay older patients

long-acting reversible contraception (LARC)

low-intensity digital service

LGBTQIA+

M

Minister for Health and Aged Care – not Health and Aged Care Minister

Medicare Benefits Schedule (MBS)

Medicare Urgent Care Clinics (then abbreviate to Medicare UCCs)

Medicare-eligible MRIs

Medicare-funded healthcare providers

Monthly Care Statements

MyMedicare

My Health Record

My Health Record data

N

national one-stop shop

national strategies for bloodborne viruses and sexually transmissible infections

nationwide

non-life-threatening, for example ‘non-life-threatening care’

nurse practitioners (NPs), but try to avoid abbreviations

O

out of pocket (noun) – ‘You won’t be out of pocket’

out-of-pocket (adjective) – ‘fewer out-of-pocket costs’

P

Privacy notice – use this term, not collection notice or collection statement, for privacy notices used with webforms.

Q**R**

recordkeeping – not record keeping or record-keeping (as per the National Archives of Australia’s website)

rollout – not roll out or roll-out

Rural Workforce Agencies

S

Smartraveller – when referring to the website, one word and upper case ‘S’

smoke-free – hyphenated, not smokefree or smoke free

socio-economic

Star Ratings (in aged care)

T

team-based primary care

telehealth

time frame – 2 words (Macq)

U

under serviced (noun) – ‘areas that are under serviced’

under-serviced (adjective) – ‘under-serviced areas’

underway

V

videoconference

W

webpage – 1 word (Macq)

website – 1 word (Macq); not site or web site

wellbeing – 1 word, no hyphen

world-class

wraparound care

X

X-ray – upper case ‘X’

Y**Z**

Contract Annex 2 – Supplementary Information

Design and accessibility requirements are provided in the attached below.



Australian Government

Department of Health and Aged Care

Design and accessibility requirements for external suppliers

July 2024



This document uses 'we' to refer to the Department of Health and Aged Care and 'you' to refer to a contractor we have hired for design or document creation work.

File requirements

When you complete a job, we expect you to provide working files for all concepts. We can use these in the future for any purpose.

Your handover pack will include:

- packaged Adobe InDesign files including links and document fonts folders (please include both INDD and IDML)
- print-ready and web-tagged accessible PDFs
- an accessible Microsoft Word document
- all editable graphical elements such as Adobe Illustrator and Photoshop files
- concepts folder.

Accessibility requirements

Accessibility – making Government services and products available to everyone – is a legislative requirement under the [Disability Discrimination Act 1992](#). All government information published online must conform to the World Wide Web Consortium's (W3C) Web Content Accessibility Guidelines at level AA.

Web-tagged accessible PDFs

PDFs must meet the following requirements.

- Tagged text with reading order set appropriately for the document structure.
- Headings tagged H1 to H6 in the correct reading order.
- Table headers tagged appropriately for the document structure.
- Decorative elements and artifacts tagged as background to exclude them from the reading order.
- All non-decorative images tagged with fully descriptive alternative text describing their purpose and function.
- Hyperlinks and email links active; hyperlinks using meaningful link text.
- Table of contents linked to correct sections of the document.
- Bookmarks set for all table of contents items, cover page and the table of contents page.
- No accessibility errors using the Adobe Acrobat Pro Accessibility Full Check.

Accessible Microsoft Word documents

The Word document does not need to be visually identical to the PDF. The purpose of the Word document is to provide a version that can be easily read by a screen reader.

Word documents must meet the following requirements.

- Document in correct reading order.
- Styles applied for all headings and paragraphs of text.
- Heading styles in the correct order, H1 to H6.
- Single column layout.
- Images inserted in-line with text, with alternative text.
- Hyperlinks and email links active, with meaningful link text for hyperlinks.
- A table of contents linked to correct sections of the document.
- Bullet points for information presented in lists.
- Sharp colour contrast for all elements.
- Tables created using the tables function in Word, that

- display information in a linear format, using a simple table structure
- can be tabbed through from left to right – top to bottom
- include alternative text
- have the column header row set (even if table is all on one page).

Do not use:

- repeated blank characters to format the document, such as additional spaces, blank paragraphs, blank cells in tables
- nested tables or merged or split cells inside of tables
- blank cells to format tables
- multiple tabs to position text
- text boxes
- endnotes – use footnotes instead.

We will check the accessibility of your document. If you have not met our requirements, you will need to provide an updated version that does.

If you need more information on departmental or Australian Government policy about publishing information online, please contact your project manager.

What we provide

It is our responsibility to provide:

- any charts and graphs and their data files
- a text equivalent for every non-text element.

Images

All images you source must have appropriate rights of use purchased on our behalf.

You must provide a **copy of the licensing rights** with the image cost quote for delegate approval.

Provide us with images of suitable resolution (300 dpi @100% in standard cases).

When you are designing a logo or similar graphical element, plan ahead to give us flexibility in how we can use it. We require a vector EPS for printing of promotional products. If a vector EPS is not possible because of the design, flag this with us at the concept or first draft stage.

We may request a Pantone spot colour version to complement a CMYK (or other colours specified) file of the graphical element. Please include this in the initial estimate.

Fonts

Use OpenType fonts. If you use any fonts other than OpenType, it is your responsibility to secure appropriate licensing rights for use on the project.

We will not incur costs without delegate approval, which must occur at concept stage. You must send us a copy of the licensing rights and purchase receipts with your final working files.

Concept development

If you are providing text and cover concepts, allow one round of author's corrections in the quote unless we specify otherwise. Text spreads must include the following to complement the approved cover design:

- paragraph and character styles
- a breakout box example
- heading hierarchy
- 2 levels of bullet points
- headers and footers.

Reference ID: E24-336849

Commonwealth Contract Terms

C.C.1 Background

- 1.1 The Customer requires the provision of certain Goods and/or Services. The Supplier has fully informed itself on all aspects of the Customer's requirements and has responded representing that it is able to meet the Requirement.
- 1.2 Some terms used in these Commonwealth Contract Terms have been given a special meaning. Their meanings are set out in the Commonwealth Contracting Suite (CCS) Glossary and Interpretation or in the Contract.

C.C.2 Relationship of the Parties

- 2.1 By virtue of this Contract, neither Party is the employee, agent, officer or partner of the other Party nor authorised to bind or represent the other Party.
- 2.2 Each Party must ensure that its officers, employees, agents or Subcontractors do not represent themselves as being an officer, employee, partner or agent of the other Party.
- 2.3 In all dealings related to the Contract, the Parties agree to:
 - a) communicate openly with each other and cooperate in achieving the contractual objectives
 - b) act honestly and ethically
 - c) comply with reasonable commercial standards of fair conduct
 - d) consult, cooperate and coordinate activities to identify and address any overlapping work health and safety responsibilities aimed at ensuring the health and safety of workers and workplaces, and
 - e) comply with all reasonable directions and procedures relating to work health and safety, record keeping and security in operation at each other's premises or facilities whether specifically informed or as might reasonably be inferred from the circumstances.

C.C.3 Conflicts of Interest

- 3.1 The Supplier warrants that, other than as previously declared in writing to the Customer at the commencement of the Contract, no Conflicts of Interest exist, relevant to the performance by the Supplier of its obligations under the Contract.
- 3.2 At any time during the term of the Contract, the Customer may require the Supplier to execute a Conflicts of Interest declaration in the form specified by the Customer.
- 3.3 As soon as the Supplier becomes aware that a Conflict of Interest has arisen, or is likely to arise during the term of the Contract, the Supplier will:
 - a) immediately report it to the Customer
 - b) provide the Customer with a written report setting out all relevant information within three (3) Business Days, and
 - c) comply with any reasonable requirements notified by the Customer relating to the Conflict of Interest.
- 3.4 If the Supplier fails to notify the Customer as set out in this clause or does not comply with the

Customer's reasonable requirements to resolve or manage Conflicts of Interest, the Customer may terminate or reduce the scope of the Contract in accordance with C.C.16 [Termination for Cause].

C.C.4 Precedence of Documents

- 4.1 The Contract is comprised of:
 - a) Additional Contract Terms (if any)
 - b) if the Contract is issued under a DoSO, the Contract Details Schedule
 - c) Statement of Work
 - d) Commonwealth Contract Terms
 - e) CCS Glossary and Interpretation, and
 - f) additional Contract annexes (if any), unless otherwise agreed in writing between the Parties.
- 4.2 If there is ambiguity or inconsistency between documents comprising the Contract, the document appearing higher in the list will have precedence to the extent of the ambiguity or inconsistency.
- 4.3 The Contract may be signed and dated by the Parties on separate, but identical, copies. All signed copies constitute one (1) Contract.

C.C.5 Governing Law

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

C.C.6 Entire Agreement

- 6.1 The Contract represents the Parties' entire agreement in relation to the subject matter, at the time this Contract was executed.
- 6.2 Anything that occurred before the making of this Contract shall be disregarded (unless incorporated into the Contract in writing). However, the Supplier represents that the claims made in its Response to the ATM or the REQ as relevant remain correct.
- ~~6.3 Any agreement or understanding to vary or extend the Contract will not be legally binding upon either Party unless in writing and agreed by both Parties.~~
- 6.4 If either Party does not exercise (or delays in exercising) any of its contractual rights, that failure or delay will not prejudice those rights.

C.C.7 Survival

- 7.1 All Additional Contract Terms (if any), plus clauses: C.C.14 [Liability of the Supplier] C.C.17 [Supplier Payments] C.C.20 [Transition Out], and C.C.21 [Compliance with Law and Policy], survive termination or expiry of the Contract.

C.C.8 Notices

- 8.1 A Notice is deemed to be delivered:
 - a) if delivered by hand - on delivery to the relevant address
 - b) if sent by registered post - on delivery to the relevant address, or
 - c) if transmitted by email or other electronic means when it becomes capable of being retrieved by the addressee at the relevant email or other electronic address.
- 8.2 A Notice received after 5:00 pm, or on a day that is not a working day in the place of receipt, is

Commonwealth Contract Terms

deemed to be delivered on the next working day in that place.

C.C.9 Assignment

- 9.1 The Supplier may not assign any rights under the Contract without the Customer's written consent. To seek consent, the Supplier must provide the Customer with a Notice, which includes full details of the proposed assignee and the rights the Supplier proposes to assign.
- 9.2 To decline consent, the Customer must provide a Notice to the Supplier, setting out its reasons, within twenty (20) Business Days, or such other time as agreed between the Parties, of receiving the Notice seeking consent. Otherwise, the Customer is taken to have consented.

C.C.10 Subcontracting

- 10.1 Subcontracting any part of, or the entire Supplier's obligations under the Contract, will not relieve the Supplier from any of its obligations under the Contract.
- 10.2 The Supplier must ensure that Subcontractors specified in the Contract (if any) perform that part of the Services specified in the Contract. The Supplier must not subcontract any part of its obligations under the Contract, or replace approved Subcontractors, without prior written consent of the Customer. The Customer's written consent will not be unreasonably withheld.
- 10.3 At the Customer's request, the Supplier, at no additional cost to the Customer, must promptly remove from involvement in the Contract any Subcontractor that the Customer reasonably considers should be removed.
- 10.4 The Supplier must make available to the Customer the details of all Subcontractors engaged to provide the Goods and/or Services under the Contract. The Supplier acknowledges that the Customer may be required to publicly disclose such information.
- 10.5 The Supplier must ensure that any subcontract entered into by the Supplier, for the purpose of fulfilling the Supplier's obligations under the Contract, imposes on the Subcontractor the same obligations that the Supplier has under the Contract (including this requirement in relation to subcontracts).

C.C.11 Delivery and Acceptance

- 11.1 The Supplier must provide the Goods and/or Services as specified in the Contract and meet any requirements and standard specified in the Contract.
- 11.2 The Supplier must promptly notify the Customer if the Supplier becomes aware that it will be unable to provide all or part of the Goods and/or Services specified in the Contract and advise the Customer when it will be able to do so.
- 11.3 Any Goods must be delivered free from any security interest. Unless otherwise stated in the Contract, Goods must be new and unused. Any Services must be provided to the higher of the standard that would be expected of an experienced, professional supplier of similar

services and any standard specified in the Contract.

- 11.4 The Customer may reject the Goods and/or Services within ten (10) Business Days after delivery or such longer period specified in the Contract ("Acceptance Period"), if the Goods and/or Services do not comply with the requirements of the Contract.
- 11.5 If during the Acceptance Period circumstances outside the Customer's reasonable control cause a delay in the Customer's evaluation of the compliance of the Goods and/or Services with the Contract, the Customer may give the Supplier a Notice before the end of the original Acceptance Period, setting out the reason for the delay and the revised Acceptance Period date (which must be reasonable having regard to the circumstances causing the delay).
- 11.6 If the Customer does not notify the Supplier of rejection within the Acceptance Period (as extended if applicable), the Customer will be taken to have accepted the Goods and/or Services, though the Customer may accept the Goods and/or Services sooner. Title to Goods transfers to the Customer only on acceptance.
- 11.7 If the Customer rejects the Goods and/or Services, the Customer must issue a Notice clearly stating the reason for rejection and the remedy the Customer requires. No payment will be due for rejected Goods and/or Services until their acceptance.

C.C.12 Licences Approvals and Warranties

- 12.1 At no cost to the Customer, the Supplier must obtain and maintain all Intellectual Property Rights, licences or other approvals required for the lawful provision of the Goods and/or Services and arrange any necessary customs entry for any Goods.
- 12.2 The Supplier must provide the Customer with all relevant third party warranties in respect of Goods. If the Supplier is a manufacturer, the Supplier must provide the Customer with all standard manufacturer's warranties in respect of the Goods it has manufactured and supplied.
- 12.3 To the extent permitted by laws and for the benefit of the Customer, the Supplier consents, and must use its best endeavours to ensure that each author of Material consents in writing, to the use by the Customer of the Material, even if the use may otherwise be an infringement of their Intellectual Property Rights and/or Moral Rights.

C.C.13 Specified Personnel

- 13.1 The Supplier must ensure that the Specified Personnel set out in the Contract (if any) perform the part of the Services specified in that item. The Supplier must ensure that Specified Personnel (if any) are not replaced without the prior written consent of the Customer. The Customer's written consent will not be unreasonably withheld.
- 13.2 At the Customer's reasonable request, the Supplier, at no additional cost to the Customer, must as soon as reasonably practicable replace

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any Specified Personnel that the Customer reasonably considers:

- a) is not performing the Supplier's obligations under the Contract to the standard or within the timeframe reasonably required by the Customer
- b) is not a fit and proper person, or
- c) is not suitably qualified to perform the Services.

13.3 Any Specified Personnel must be replaced with personnel that are acceptable to the Customer.

C.C.14 Liability of the Supplier

- 14.1 The Supplier will indemnify the Customer for any damage claim, cost or loss resulting from any negligent or wilful breach of its obligations or representations under the Contract by the Supplier or its officers, employees, agents or Subcontractors.
- 14.2 The Supplier's obligation to indemnify the Customer will reduce proportionally to the extent that the Customer has contributed to the claim, cost or loss.
- 14.3 Where the Supplier is a member of a scheme operating under Schedule 4 of the *Civil Law (Wrongs) Act 2002* (ACT), or any corresponding Commonwealth, State, Territory or legislation that limits civil liability arising from the performance of their professional services, and where that scheme applies to the Goods and/or Services delivered under the Contract, the Supplier's liability under this clause shall not exceed the maximum amount specified by that scheme or legislation.
- 14.4 The Supplier will maintain adequate insurances for the Contract and provide the Customer with proof when reasonably requested.

C.C.15 Termination or Reduction for Convenience

- 15.1 In addition to any other rights either Party has under the Contract,
- a) the Customer acting in good faith, may at any time, or
 - b) the Supplier, acting in good faith, may notify that it wishes to,
- terminate the Contract or reduce the scope or quantity of the Goods and/or Services by providing a Notice to the other Party.
- 15.2 If the Supplier issues a Notice under this clause, the Supplier must comply with any reasonable directions given by the Customer. The Contract will terminate, or the scope will be reduced in accordance with the Notice, when the Supplier has complied with all of those directions.
- 15.3 If the Customer issues a Notice under this clause, the Supplier must stop or reduce work in accordance with the Notice and comply with any reasonable directions given by the Customer.
- 15.4 In either case, the Supplier must mitigate all loss and expenses in connection with the termination or reduction in scope (including the costs of its compliance with any directions). The Customer will pay the Supplier for Goods and/or Services accepted in accordance with C.C.11 [Delivery and

Acceptance] and the Contract before the effective date of termination or reduction.

- 15.5 If the Customer issues a Notice under this clause, the Customer will also pay the Supplier for any reasonable costs the Supplier incurs that are directly attributable to the termination or reduction, provided the Supplier substantiates these costs to the satisfaction of the Customer.
- 15.6 Under no circumstances will the total of all payments to the Supplier exceed the Contract Price. The Supplier will not be entitled to loss of anticipated profit for any part of the Contract not performed.

C.C.16 Termination for Cause

- 16.1 The Customer may issue a Notice to immediately terminate or reduce the scope of the Contract if:
- a) the Supplier does not deliver the Goods and/or Services as specified in the Contract, or notifies the Customer that the Supplier will be unable to deliver the Goods and/or Services as specified in the Contract
 - b) the Customer rejects the Goods and/or Services in accordance with C.C.11 [Delivery and Acceptance] and the Goods and/or Services are not remedied as required by the Notice of rejection
 - c) the Supplier breaches a material term of the Contract and the breach is not capable of remedy
 - d) the Supplier does not remediate a material breach of the Contract which is capable of remediation within the period specified by the Customer in a Notice of default issued to the Supplier, or
 - e) subject to the Customer complying with any requirements in the *Corporations Act 2001* (Cth), the Supplier:
 - i. is unable to pay all its debts when they become due
 - ii. if incorporated – has a liquidator, receiver, administrator or other controller appointed or an equivalent appointment is made under legislation other than the *Corporations Act 2001* (Cth), or
 - iii. if an individual – becomes bankrupt or enters into an arrangement under *Part IX or Part X of the Bankruptcy Act 1966* (Cth).
- 16.2 Termination of the Contract under this clause does not change the Customer's obligation to pay any Correctly Rendered Invoice.

C.C.17 Supplier Payments

- 17.1 If the Supplier is required to submit an invoice to trigger payment, the invoice must be a Correctly Rendered Invoice.
- 17.2 The Supplier must promptly provide to the Customer such supporting documentation and other evidence reasonably required by the Customer to substantiate performance of the Contract by the Supplier.

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- 17.3 Payment of any invoice is payment on account only, and does not substantiate performance of the Contract.
- 17.4 If the Supplier owes any amount to the Customer in connection with the Contract, the Customer may offset that amount, or part of it, against its obligation to pay any Correctly Rendered Invoice.

C.C.18 Dispute Resolution

- 18.1 For any dispute arising under the Contract both the Supplier and the Customer agree to comply with (a) to (e) of this clause sequentially:
- both Contract Managers will try to settle the dispute by direct negotiation
 - if unresolved within five (5) Business Days, the Contract Manager claiming that there is a dispute will give the other Contract Manager a Notice setting out details of the dispute and proposing a solution. The date the dispute Notice is issued will be the date of the Notice ("Notice Date")
 - if the proposed solution is not accepted by the other Contract Manager within five (5) Business Days of the Notice Date, each Contract Manager will nominate a more senior representative, who has not had prior direct involvement in the dispute. These representatives will try to settle the dispute by direct negotiation
 - failing settlement within twenty (20) Business Days of the Notice Date, the Customer will, without delay, refer the dispute to an appropriately qualified mediator selected by the Customer or, at the Customer's discretion, to the chairperson of an accredited mediation organisation to appoint a mediator, for mediation to commence within thirty (30) Business Days of the Notice Date or such other period as agreed by the Parties, and
 - If the dispute is not resolved within sixty (60) Business Days of the Notice Date, either the Supplier or the Customer may commence legal proceedings or, by agreement, continue the mediation process for a period agreed by the Parties.
- 18.2 Representatives for the Supplier and the Customer must attend the mediation. The nominated representatives must have the authority to bind the relevant Party and act in good faith to genuinely attempt to resolve the dispute.
- 18.3 The Supplier and the Customer will each bear their own costs for dispute resolution. The Customer will bear the costs of a mediator.
- 18.4 Despite the existence of a dispute, the Supplier will continue their performance under the Contract unless requested in writing by the Customer not to do so.
- 18.5 This procedure for dispute resolution does not apply to action relating to C.C.16 [Termination for Cause] or to legal proceedings for urgent interlocutory relief.

C.C.19 Transition In

- 19.1 The Supplier must perform all tasks reasonably required to facilitate the smooth transition of the provision of the Goods and/or Services from any outgoing supplier to the Supplier.

C.C.20 Transition Out

- 20.1 If the Contract expires or is terminated under C.C.16 [Termination for Cause] the Supplier must comply with any reasonable directions given by the Customer in order to facilitate the smooth transition of the provision of the Goods and/or Services to the Customer or to another supplier nominated by the Customer.

C.C.21 Compliance with Law and Policy

- 21.1 The Supplier must comply with, and ensure its officers, employees, agents and Subcontractors comply with all laws applicable to the performance of this Contract and warrants that it will not cause the Customer to breach any laws.
- 21.2 The Supplier must comply with, and ensure its officers, employees, agents and Subcontractors comply with any Commonwealth policies relevant to the Goods and/or Services.
- 21.3 The Supplier agrees to provide such reports and other information regarding compliance with applicable law and Commonwealth policy as reasonably requested by the Customer or as otherwise required by applicable law or policy.
- 21.4 If the Supplier becomes aware of any actual or suspected breach of the requirements set out in ~~21.A to 21.J~~ below, or any other applicable law or Commonwealth policy, it must:
- immediately report it to the Customer and provide a written report on the matter within three (3) Business Days unless otherwise set out in these Terms, and
 - comply with any reasonable directions by the Customer in relation to any investigation or further reporting of the actual or suspected breach.

21.A Access to Supplier's Premises and Records

- A.1 The Supplier must maintain and ensure its Subcontractors maintain proper business and accounting records relating to the supply of the Goods and/or Services and performance of the Contract.
- A.2 The Supplier agrees to provide to the Customer, or its nominee, access to the Supplier's or its Subcontractor's premises, personnel, computer systems, documents and other records, and all assistance reasonably requested, for any purpose associated with the Contract or any review of the Supplier's or the Customer's performance under the Contract, including in connection with a request made under the *Freedom of Information Act 1982 (Cth)* or an audit or review by the Australian National Audit Office.
- A.3 Unless the access is required for an urgent purpose, the Customer will provide reasonable prior notice to the Supplier.
- A.4 If requested by the Supplier, the Customer will reimburse the Supplier's substantiated reasonable

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- cost for complying with the Customer's request, unless the access is required for the purpose of a criminal investigation into the Supplier, its officers, employees, agents or Subcontractors.
- A.5 The Supplier must not transfer, or permit the transfer of, custody or ownership, or allow the destruction, of any Commonwealth record (as defined in the *Archives Act 1983* (Cth)) without the prior written consent of the Customer. All Commonwealth records, including any held by Subcontractors, must be returned to the Customer at the conclusion of the Contract.
- 21.B Privacy Act 1988 (Cth) Requirements**
- B.1 In providing the Goods and/or Services, the Supplier agrees to comply, and to ensure that its officers, employees, agents and Subcontractors comply with the *Privacy Act 1988* (Cth) and not to do anything, which if done by the Customer would breach an Australian Privacy Principle as defined in that Act.
- 21.C Notifiable Data Breaches**
- C.1 If the Supplier suspects that there may have been an Eligible Data Breach in relation to any Personal Information held by the Supplier as a result of the Contract, the Supplier must:
- immediately report it to the Customer and provide a written report within three (3) Business Days, and
 - carry out an assessment in accordance with the requirements of the *Privacy Act 1988* (Cth).
- C.2 Where the Supplier is aware that there has been an Eligible Data Breach in relation to the Contract, the Supplier must:
- take all reasonable action to mitigate the risk of the Eligible Data Breach causing serious harm to any individual to whom the Personal Information relates
 - take all other action necessary to comply with the requirements of the *Privacy Act 1988* (Cth), and
 - take any other action as reasonably directed by the Customer.
- 21.D Personal Information**
- D.1 The Supplier agrees to provide the Customer, or its nominee, relevant information (including personal information) relating to the Supplier, its officers, employees, agents or Subcontractors, for the purposes of preventing, detecting, investigating or dealing with a fraud or security incident relating to a Contract.
- D.2 When providing personal information of a natural person under this clause, the Supplier warrants it will have obtained the consent of or provided reasonable notification to the person in accordance with the *Privacy Act 1988* (Cth).
- D.3 Nothing in these clauses limits or derogates from the Supplier's obligations under the *Privacy Act 1988* (Cth).
- 21.E Confidential Information**
- E.1 The Supplier agrees not to disclose to any person, other than the Customer, any Confidential Information relating to the Contract or the Goods and/or Services, without prior written approval from the Customer.
- E.2 This obligation will not be breached where:
- the relevant information is publicly available (other than through breach of a confidentiality or non-disclosure obligation), or
 - the Supplier is required by law, an order of the court or a stock exchange to disclose the relevant information, but any such request must be reported by Notice to the Customer without delay and the text of the disclosure provided in writing to the Customer as soon as practicable.
- E.3 The Customer may at any time require the Supplier to arrange for its officers, employees, agents or Subcontractors to give a written undertaking relating to nondisclosure of the Customer's Confidential Information in a form acceptable to the Customer.
- E.4 The Customer will keep any information in connection with the Contract confidential to the extent it has agreed in writing to keep such specified information confidential.
- E.5 The Customer will not be in breach of any confidentiality agreement if the Customer discloses the information for the purposes of managing the Contract or if it is required to disclose the information by law, a Minister or a House or Committee of Parliament, or for accountability or reporting purposes.
- 21.F Security and Safety**
- F.1 When accessing any Commonwealth place, area or facility, the Supplier must comply with any security and safety requirements notified to the Supplier by the Customer or of which the Supplier is, or should reasonably be aware. The Supplier must ensure that its officers, employees, agents and Subcontractors are aware of, and comply with, such security and safety requirements.
- F.2 If directed by the Customer, the Supplier and its officers, employees, agents and Subcontractors are required to undertake a security briefing prior to being able to work inside a Commonwealth office, area or facility.
- F.3 The Supplier must ensure that all information, material and property provided by the Customer for the purposes of the Contract is protected at all times from unauthorised access, use by a third party, misuse, damage and destruction and is returned as directed by the Customer.
- F.4 The Supplier acknowledges that unauthorised disclosure of security-classified information is an offence. Legislation (including the *Criminal Code Act 1995* (Cth)) contains provisions relating to the protection of certain information and sets out the penalties for the unauthorised disclosure of that information.

Commonwealth Contract Terms

21.G Criminal Code

- G.1 The Supplier acknowledges that the giving of false or misleading information to the Commonwealth is a serious offence under section 137.1 of the schedule to the *Criminal Code Act 1995* (Cth).
- G.2 The Supplier must ensure that its officers, employees, agents and Subcontractors engaged in connection with the Contract are aware of the information contained in this clause.

21.H Fraud

- H.1 The Supplier must take all reasonable steps to prevent and detect Fraud in relation to the performance of this Contract. The Supplier acknowledges the occurrence of Fraud will constitute a breach of this Contract.
- H.2 If an investigation finds that the Supplier or its officers, employees, agents or Subcontractors have committed Fraud, or the Supplier has failed to take reasonable steps to prevent Fraud, the Supplier must reimburse or compensate the Customer in full.

21.I Taxation

- I.1 The Supplier agrees to comply, and to require its subcontractors to comply, with all applicable laws relating to taxation.

21.J Public Interest Disclosure

- J.1 The Supplier must familiarise itself with the *Public Interest Disclosure Act 2013* (Cth) and acknowledges that public officials, including service providers and their Subcontractors under a Commonwealth contract, who suspect wrongdoing within the Commonwealth public sector may raise their concerns under the *Public Interest Disclosure Act 2013* (Cth).
- J.2 Information for disclosers is available at <https://www.ombudsman.gov.au/Our-responsibilities/making-a-disclosure>.

21.K National Anti Corruption Commission Act 2022 (Cth) Requirements

- K.1 The Supplier acknowledges that in providing the Goods and/or Services to the Customer under the Contract, it is a contracted service provider for the purposes of the *National Anti-Corruption Commission Act 2022* (Cth) (NACC Act).
- K.2 The Supplier must comply with any reasonable request, policy or direction issued by the Customer and otherwise cooperate with the Customer in relation to any action taken by the Customer required or authorised by the NACC Act.

C.C.22 Notification of Significant Events

- 22.1 The Supplier must immediately issue the Customer a Notice on becoming aware of a Significant Event.
- 22.2 The Notice issued under clause 22.1 must provide a summary of the Significant Event, including the date that it occurred and whether any Specified Personnel or other personnel engaged in connection with the Goods and/or Services were involved.
- 22.3 The Customer may notify the Supplier in writing that an event is to be considered a Significant Event for the purposes of this clause, and where

this occurs the Supplier must issue a Notice under clause 22.1 in relation to the event within three (3) Business Days of being notified by the Customer.

- 22.4 Where reasonably requested by the Customer, the Supplier must provide the Customer with any additional information regarding the Significant Event within three (3) Business Days of the request.
- 22.5 If requested by the Customer, the Supplier must prepare a draft remediation plan and submit that draft plan to the Customer's Contract Manager for approval within ten (10) Business Days of the request.
- 22.6 A draft remediation plan prepared by the Supplier under clause 22.5 must include the following information:
- how the Supplier will address the Significant Event in the context of the Goods and/or Services, including confirmation that the implementation of the remediation plan will not in any way impact on the delivery of the Goods and/or Services or compliance by the Supplier with its other obligations under the Contract, and
 - how the Supplier will ensure events similar to the Significant Event do not occur again, and
 - any other matter reasonably requested by the Customer.

- 22.7 The Customer will review the draft remediation plan and either approve the draft remediation plan or provide the Supplier with the details of any changes that are required. The Supplier must make any changes to the draft remediation plan reasonably requested by the Customer and resubmit the draft remediation plan to the Customer for approval within three (3) Business Days of the request unless a different timeframe is agreed in writing by the Customer. This clause 22.7 will apply to any resubmitted draft remediation plan.

- 22.8 Without limiting its other obligations under the Contract, the Supplier must comply with the remediation plan as approved by the Customer. The Supplier agrees to provide reports and other information about the Supplier's progress in implementing the remediation plan as reasonably requested by the Customer.

- 22.9 A failure by the Supplier to comply with its obligations under this clause C.C.22 will be a material breach of the Contract. The Customer's rights under this clause C.C.22 are in addition to and do not otherwise limit any other rights the Customer may have under the Contract. The performance by the Supplier of its obligations under this clause C.C.22 will be at no additional cost to the Customer.

C.C.23 Compliance with the Commonwealth Supplier Code of Conduct

- 23.1 The Supplier must comply with, and ensure that its officers, employees, agents and Subcontractors comply with, the Code in connection with the performance of this Contract.
- 23.2 The Supplier must:

Commonwealth Contract Terms

- a) periodically monitor and assess its, and its officers', employees', and agents' compliance with the Code; and
 - b) on request from the Customer, promptly provide information regarding:
 - i. the policies, frameworks or systems it has established to monitor and assess compliance with the Code; and
 - ii. the Supplier's compliance with clause 23.1.
- 23.3 The Supplier must immediately issue the Customer a Notice on becoming aware of any breach of clause 23.1. The Notice must include a summary of the breach, the date that the breach occurred, and details of the personnel involved.
- 23.4 Where the Customer identifies a possible breach of clause 23.1, it may issue the Supplier a Notice, and the Supplier must, within three (3) Business Days of receiving the Notice, either:
- a) where the Supplier considers a breach has not occurred: advise the Customer that there has not been a breach and provide information supporting that determination; or
 - b) where the Supplier considers that a breach has occurred: issue a Notice under clause 23.3 and otherwise comply with its obligations under this clause C.C.23.
- 23.5 Notwithstanding clause 23.4, a Customer may notify the Supplier in writing that it considers that the Supplier has breached clause 23.1, in which case the Supplier must issue a Notice under clause 23.3 and otherwise comply with its obligations under this clause C.C.23.
- 23.6 A failure by the Supplier to comply with its obligations under any part of this clause will be a material breach of the Contract.
- 23.7 Nothing in this clause or the Code limits, reduces or derogates from the Supplier's other obligations under the Contract. The Customer's rights under this clause are in addition to and do not otherwise limit any other rights the Customer may have under the Contract. The performance by the Supplier of its obligations under this clause will be at no additional cost to the Customer.
- 23.8 The Supplier agrees that the Customer or any other Commonwealth agency may take into account the Supplier's compliance with the Code in any future approach to market or procurement process.



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Commonwealth Contracting Suite Glossary and Interpretation

Glossary

In the Commonwealth Contracting Suite (CCS):

“Additional Contract Terms” means the terms and conditions set out in the section of the Approach to Market, RFQ or the Contract as relevant with the heading ‘Additional Contract Terms’.

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

“Approach to Market” or **“ATM”** means the notice inviting Potential Suppliers to participate in the relevant procurement.

“Business Days” means a day that is not a Saturday, a Sunday or a public holiday or bank holiday in the place concerned, as defined by the *Corporations Act 2001* (Cth), and also excludes the period between Christmas Day and New Year’s Day.

“Closing Time” means the closing time and date as specified in the Approach to Market.

“Commonwealth Contracting Suite” or **“CCS”** means the suite of proprietary documents developed for Commonwealth procurements.

“Commonwealth Procurement Rules” means the legislative instrument issued by the Finance Minister under section 105B of the *Public Governance, Performance and Accountability Act 2013* (PGPA Act), which establishes the framework under which entities govern and undertake their own procurement.

“Commonwealth Supplier Code of Conduct” or **“Code”** means the Commonwealth Supplier Code of Conduct, as published on 1 July 2024, as updated from time to time.

“Confidential Information” means any information that any Party does not wish to be shared outside those involved in the Contract or Standing Offer Arrangement. It can include anything that has been acquired, developed or made available to any of the Parties in the course of the relationship between the Parties. It includes, but is not limited to, information:

- a) specifically identified as confidential in the Contract or DoSO
- b) where disclosure would cause unreasonable detriment to the owner of the information or another party, or
- c) where the information was provided under an understanding that it would remain confidential.

“Conflicts of Interest” means any real or apparent situation where the personal interests of the Supplier, its officers, employees, agents or Subcontractors could improperly influence the Supplier’s performance of the Contract or DoSO as relevant.

“Contract” means the documents (specified in the Commonwealth Contract Terms or the Commonwealth Purchase Order Terms as relevant) as executed or amended from time to time by agreement in writing between the Supplier and the Customer.

“Contract Details Schedule” means the section in a Contract issued under the DoSO with the heading ‘Contract Details Schedule’.

“Contract Manager” means the ‘Contract Manager’ for the Customer or Supplier representative (as relevant) specified in the Contract.

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

“Correctly Rendered Invoice” means an invoice that:

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

“Customer” means the party specified in the Contract as the Customer.

“Deed of Standing Offer” or **“DoSO”** means the documents (specified in the Commonwealth DoSO Terms) as executed or amended by agreement in writing between the Lead Customer and the Supplier.

Commonwealth Contracting Suite Glossary and Interpretation

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

“DoSO Manager” means the ‘DoSO Manager’ for the Lead Customer or Supplier representative (as relevant) specified in the DoSO.

“Electronic invoicing” or **“eInvoicing”** means the automated exchange of invoices directly between the Customer and Supplier’s software or financial systems via the Peppol network, as long as both Parties are Peppol eInvoicing enabled.

“Eligible Data Breach” means an ‘Eligible Data Breach’ as defined in the *Privacy Act 1988* (Cth).

“End Date” means the date specified in the Contract or DoSO (as relevant) on which the agreement ceases.

“Fraud” means dishonestly obtaining a benefit from the Commonwealth or causing a loss to the Commonwealth by deception or other means and includes alleged, attempted, suspected or detected fraud.

“General Interest Charge Rate” means the general interest charge rate determined under section 8AAD of the *Taxation Administration Act 1953* (Cth) on the day payment is due, expressed as a decimal rate per day.

“Goods and/or Services” means:

- a) the Goods and/or Services and any Material, and
- b) all such incidental Goods and/or Services that are reasonably required to achieve the Requirement of the Customer,

as specified in the Contract and, where relevant, offered under a Standing Offer Arrangement.

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

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

“Indigenous Procurement Policy” means the procurement connected policy as described at the National Indigenous Australians Agency website <https://www.niaa.gov.au/resource-centre/indigenous-affairs/indigenous-procurement-policy>.

“Intellectual Property Rights” means all intellectual property rights which may subsist in Australia or elsewhere, whether or not they are current or future or registered or capable of being registered, including without limitation in relation to, copyright, designs, trade marks (including unregistered marks), business and company names, domain names, databases, circuit layouts, patents, inventions, discoveries, know-how, trade secrets and confidential information, but excluding Moral Rights.

“Lead Customer” means the party specified in the DoSO as the Lead Customer.

“Material” means any material used or brought into existence as a part of, or for the purpose of producing the Goods and/or Services, and includes but is not limited to documents, equipment, information or data stored by any means.

“Moral Rights” means the rights in Part IX of the *Copyright Act 1968* (Cth), including the right of attribution, the right against false attribution and the right of integrity.

“Notice” means an official notice or communication under the Contract or DoSO (as relevant) in writing, from one Contract or DoSO Manager to the other Contract or DoSO Manager (as the case may be), at the postal address, or email address, or facsimile number set out in the Contract or DoSO or as notified by the relevant Party.

“Peppol” means the Pan-European Public Procurement On-Line framework as described at the Australian Taxation Office website <https://softwaredevelopers.ato.gov.au/einvoicing>.

“Party” or **“Parties”** means (as relevant) the Customer and Supplier specified in the Contract or the Lead Customer and Supplier specified in the DoSO.

“Personal Information” means information relating to a natural person as defined in the *Privacy Act 1988* (Cth).

“Potential Customer” means an Australian Government entity that is identified within the DoSO as being able to use the Standing Offer Arrangement.

“Potential Supplier” means any entity who is eligible to respond to an ATM.

“Pricing Schedule” means a schedule of maximum pricing rates that a Supplier can offer in an RFQ for Goods and/or Services as set out in the DoSO.

“Public Interest Certificate” means a certificate issued under section 22 of the *Government Procurement (Judicial Review) Act 2018* (Cth).

“Referenced Material” means any materials referenced in the ATM, including but not limited to, reports, plans, drawings or samples.

“Request for Quote” or **“RFQ”** means any notice inviting quotations to provide specific Goods and/or Services under the DoSO.

Commonwealth Contracting Suite Glossary and Interpretation

“Required Capabilities” means:

- a) in the DoSO ATM, the description of the Lead Customer's required Goods and/or Services. These may be categorised into several descriptions of Required Capabilities.
- b) in the DoSO, the description of the Goods and/or Services that a Supplier is approved to offer.

“Requirement” means the description of the Goods and/or Services in:

- a) for the purposes of the Commonwealth ATM Terms, the section of the Approach to Market with the heading ‘The Requirement’
- b) for the purposes of the Commonwealth Contract Terms, the section of the Contract with the heading ‘The Requirement’, or
- c) for the purposes of the Commonwealth Purchase Order Terms, the Customer's purchase order or similar ordering document setting out the Goods and/or Services.

“Response” means information provided by a Potential Supplier or Supplier demonstrating their capacity and capability to:

- a) provide the Requirement under the ATM or Request for Quote, or
- b) meet a Required Capability under the DoSO ATM.

“Satisfactory” in relation to the Shadow Economy Policy only, means the Statement of Tax Record meets the conditions set out in Part 6.b of the Shadow Economy Policy or, if the circumstances in Part 6.c of the Shadow Economy Policy apply, the conditions set out in Part 8 of the Shadow Economy Policy.

“Shadow Economy Policy” means the *Shadow economy – increasing the integrity of government procurement: Procurement connected policy guidelines March 2019* available at <https://treasury.gov.au/publication/p2019-t369466>.

“Significant Event” means:

- a) any adverse comments or findings made by a court, commission, tribunal or other statutory or professional body regarding the conduct or performance of the Supplier or its officers, employees, agents or Subcontractors that impacts or could be reasonably perceived to impact on their professional capacity, capability, fitness or reputation, or
- b) any other significant matters, including the commencement of legal, regulatory or disciplinary action involving the Supplier or its officers, employees, agents or Subcontractors, that may adversely impact on compliance with Commonwealth policy and legislation or the Commonwealth's reputation.

“Specified Personnel” means personnel specified in the Contract, or who are accepted by the Customer in accordance with clause C.C.13 [Specified Personnel].

“Standing Offer Arrangement” means the DoSO arrangement, any Contract that is executed under the DoSO and any other document that applies to it.

“Standing Offer Details” means the section of the DoSO with the heading ‘Standing Offer Details’.

“Statement of Requirement” means the section of the Approach to Market with the heading ‘Statement of Requirement’.

“Statement of Tax Record” means a statement of tax record issued by the Australian Taxation Office following an application made in accordance with the process set out at https://www.ato.gov.au/Business/Bus/Statement-of-tax-record/?page=1#Requesting_an_STR.

“Statement of Work” means the section or schedule of the Contract (as the case may be) with the heading ‘Statement of Work’.

“Subcontractor” means an entity contracted by the Supplier to supply some or all of the Goods and/or Services required under the Contract.

“Supplier” means a party specified in the Contract or the DoSO as the Supplier.

“Valid” in relation to the Shadow Economy Policy only, means the Statement of Tax Record is valid in accordance with Part 7.e of the Shadow Economy Policy.

Commonwealth Contracting Suite Glossary and Interpretation

Interpretation

In the Commonwealth Contracting Suite, unless stated otherwise:

- a) if any word or phrase is given a defined meaning, any other part of speech or other grammatical form of that word or phrase has a corresponding meaning
- b) words in the singular include the plural and words in the plural include the singular
- c) the words 'including', 'such as', 'particularly' and similar expressions are not used as and are not intended to be interpreted as words of limitation
- d) a reference to dollars is a reference to Australian dollars
- e) a reference to any legislation or legislative provision includes any statutory modification, substitution or re-enactment of that legislation or legislative provision
- f) clause headings are for reference only and have no effect in limiting or extending the language of the terms to which they refer, and
- g) the following clause references used in Commonwealth Contracting Suite documents refer to that section or part of the relevant CCS document listed in the table below:

Clause Reference	Section / Part	CCS Document
A.A.[x]	Statement of Requirement	CCS Approach to Market (ATM)
A.B.[x]	Commonwealth Approach to Market (ATM) Terms	
A.C.[x]	Additional Contract Terms	
C.A.[x]	Statement of Work	Commonwealth Contract
C.B.[x]	Additional Contract Terms	
C.C.[x]	Commonwealth Contract Terms	
P.C.[x]	Commonwealth Purchase Order Terms	Commonwealth Purchase Order Terms
D.A.[x]	CCS DoSO ATM	CCS Deed of Standing Offer (DoSO)
D.B.[x]	Commonwealth DoSO ATM Terms	
D.C.[x]	DoSO ATM Response Form	
D.D.[x]	CCS DoSO	
D.D.3(x)	Additional DoSO Terms	
D.E.[x]	Commonwealth DoSO Terms	
R.A.[x]	Schedule 1 - Statement of Work	CCS DoSO RFQ and Contract
R.B.[x]	Schedule 2 - Additional Contract Terms	
R.C.[x]	Schedule 3 - Supplier's Response Form	
R.D.[x]	Contract Details Schedule	

Contract Signing Page

The Parties agree that by signing this Commonwealth Contract – Services, they enter into a Contract comprising:

- a) Additional Contract Terms (if any)
- b) Statement of Work
- c) Commonwealth Contract Terms
- d) Commonwealth Contracting Suite Glossary and Interpretation
- e) Contract Annex 1 and 2 – Supplementary Information (if any).

EXECUTED as an Agreement

Signed for and on behalf of the **Commonwealth of Australia** as represented by Department of Health and Aged Care

ABN 83 605 426 759 by its duly authorised delegate in the presence of

Signature of witness

s47F

Signature of delegate

s47F

Name of witness (*print*)

s22

Name of delegate (*print*)

s22

Position of delegate (*print*)

Director, Design and Dementia Support

Date:

22 November 2024

Executed by Kaunitz Yeung Architecture Pty. Ltd **ABN** 88 157 779 774 in accordance with Section 127 of the *Corporations Act 2001*:

Signature of director

s47F

Signature of director/company secretary

(Please delete as applicable)

s47F

Name of director (*print*)

s47F

Name of director/company secretary (*print*)

s47F

Date:

21.11.2024