

## Question 9

### Do you want to claim the tax-free threshold from this payer?

The tax-free threshold is the amount of income you can earn each financial year that is not taxed. By claiming the threshold, you reduce the amount of tax that is withheld from your pay during the year.

Answer **yes** if you want to claim the tax-free threshold, you are an Australian resident for tax purposes, and one of the following applies:

- you are not currently claiming the tax-free threshold from another payer
- you are currently claiming the tax-free threshold from another payer and your total income from all sources will be less than the tax-free threshold.

Answer **yes** if you are a foreign resident in receipt of an Australian Government pension or allowance.

Answer **no** if none of the above applies or you are a working holiday maker.

- ! If you receive any taxable government payments or allowances, such as Newstart, Youth Allowance or Austudy payment, you are likely to be already claiming the tax-free threshold from that payment.
- > For more information about the current tax-free threshold, which payer you should claim it from, or how to vary your withholding rate, visit [ato.gov.au/taxfreethreshold](https://ato.gov.au/taxfreethreshold)

## Question 10

### Do you have a Higher Education Loan Program (HELP), VET Student Loan (VSL), Financial Supplement (FS), Student Start-up Loan (SSL) or Trade Support Loan (TSL) debt?

Answer **yes** if you have a HELP, VSL, FS, SSL or TSL debt.

Answer **no** if you do not have a HELP, VSL, FS, SSL or TSL debt, or you have repaid your debt in full.

- ! You have a HELP debt if either:
  - the Australian Government lent you money under HECS-HELP, FEE-HELP, OS-HELP, VET FEE-HELP, VET Student loans prior to 1 July 2019 or SA-HELP.
  - you have a debt from the previous Higher Education Contribution Scheme (HECS).

You have a SSL debt if you have an ABSTUDY SSL debt.

You have a separate VSL debt that is not part of your HELP debt if you incurred it from 1 July 2019.
- > For information about repaying your HELP, VSL, FS, SSL or TSL debt, visit [ato.gov.au/getloaninfo](https://ato.gov.au/getloaninfo)

### Have you repaid your HELP, VSL, FS, SSL or TSL debt?

When you have repaid your HELP, VSL, FS, SSL or TSL debt, you need to complete a *Withholding declaration* (NAT 3093) notifying your payer of the change in your circumstances.

#### ! Sign and date the declaration

Make sure you have answered all the questions in section A, then sign and date the declaration. Give your completed declaration to your payer to complete section B.

## Section B: To be completed by the payer

- ! Important information for payers – see the reverse side of the form.

#### > Lodge online

Payers can lodge TFN declaration reports online if you have software that complies with our specifications.

For more information about lodging the TFN declaration report online, visit [ato.gov.au/lodgetfndeclaration](https://ato.gov.au/lodgetfndeclaration)

## More information

### Internet

- For general information about TFNs, tax and super in Australia, including how to deal with us online, visit our website at [ato.gov.au](http://ato.gov.au)
- For information about applying for a TFN on the web, visit our website at [ato.gov.au/tfn](http://ato.gov.au/tfn)
- For information about your super, visit our website at [ato.gov.au/checkyoursuper](http://ato.gov.au/checkyoursuper)

### Useful products

In addition to this TFN declaration, you may also need to complete and give your payer the following forms which you can download from our website at [ato.gov.au](http://ato.gov.au):

- *Medicare levy variation declaration* (NAT 0929), if you qualify for a reduced rate of Medicare levy or are liable for the Medicare levy surcharge. You can vary the amount your payer withholds from your payments.
- *Standard choice form* (NAT 13080) to choose a super fund for your employer to pay super contributions to. You can find information about your current super accounts and transfer any unnecessary super accounts through myGov after you have linked to the ATO. Temporary residents should visit [ato.gov.au/departaustralia](http://ato.gov.au/departaustralia) for more information about super.

Other forms and publications are also available from our website at [ato.gov.au/onlineordering](http://ato.gov.au/onlineordering) or by phoning **1300 720 092**.

### Phone

- Payee – for more information, phone **13 28 61** between 8.00am and 6.00pm, Monday to Friday. If you want to vary your rate of withholding, phone **1300 360 221** between 8.00am and 6.00pm, Monday to Friday.
- Payer – for more information, phone **13 28 66** between 8.00am and 6.00pm, Monday to Friday.

If you phone, we need to know we're talking to the right person before we can discuss your tax affairs. We'll ask for details only you, or someone you've authorised, would know. An authorised contact is someone you've previously told us can act on your behalf.

If you do not speak English well and need help from the ATO, phone the Translating and Interpreting Service on **13 14 50**.

If you are deaf, or have a hearing or speech impairment, phone the ATO through the National Relay Service (NRS) on the numbers listed below:

- TTY users – phone **13 36 77** and ask for the ATO number you need (if you are calling from overseas, phone **+61 7 3815 7799**)
- Speak and Listen (speech-to-speech relay) users – phone **1300 555 727** and ask for the ATO number you need (if you are calling from overseas, phone **+61 7 3815 8000**)
- Internet relay users – connect to the NRS on [relayservice.gov.au](http://relayservice.gov.au) and ask for the ATO number you need.

If you would like further information about the National Relay Service, phone **1800 555 660** or email [helpdesk@relayservice.com.au](mailto:helpdesk@relayservice.com.au)

### Privacy of information

Taxation law authorises the ATO to collect information and to disclose it to other government agencies. For information about your privacy, go to [ato.gov.au/privacy](http://ato.gov.au/privacy)

### Our commitment to you

We are committed to providing you with accurate, consistent and clear information to help you understand your rights and entitlements and meet your obligations.

If you follow our information in this publication and it turns out to be incorrect, or it is misleading and you make a mistake as a result, we must still apply the law correctly. If that means you owe us money, we must ask you to pay it but we will not charge you a penalty. Also, if you acted reasonably and in good faith we will not charge you interest.

If you make an honest mistake in trying to follow our information in this publication and you owe us money as a result, we will not charge you a penalty. However, we will ask you to pay the money, and we may also charge you interest. If correcting the mistake means we owe you money, we will pay it to you. We will also pay you any interest you are entitled to.

If you feel that this publication does not fully cover your circumstances, or you are unsure how it applies to you, you can seek further assistance from us.

We regularly revise our publications to take account of any changes to the law, so make sure that you have the latest information. If you are unsure, you can check for more recent information on our website at [ato.gov.au](http://ato.gov.au) or contact us.

This publication was current at **June 2019**.

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### Published by

Australian Taxation Office  
Canberra  
June 2019

DE-6078



## Payer information

The following information will help you comply with your pay as you go (PAYG) withholding obligations.

### — Is your employee entitled to work in Australia?

It is a criminal offence to knowingly or recklessly allow someone to work, or to refer someone for work, where that person is from overseas and is either in Australia illegally or is working in breach of their visa conditions.

People or companies convicted of these offences may face fines and/or imprisonment. To avoid penalties, ensure your prospective employee has a valid visa to work in Australia before you employ them. For more information and to check a visa holder's status online, visit the Department of Home Affairs website at [homeaffairs.gov.au](http://homeaffairs.gov.au)

Is your payee working under a working holiday visa (subclass 417) or a work and holiday visa (subclass 462)?

Employers of workers under these two types of visa need to register with the ATO, see [ato.gov.au/whmreg](http://ato.gov.au/whmreg)

For the tax table "working holiday maker" visit our website at [ato.gov.au/taxtables](http://ato.gov.au/taxtables)

## Payer obligations

If you withhold amounts from payments, or are likely to withhold amounts, the payee may give you this form with section A completed. A TFN declaration applies to payments made after the declaration is provided to you. The information provided on this form is used to determine the amount of tax to be withheld from payments based on the PAYG withholding tax tables we publish. If the payee gives you another declaration, it overrides any previous declarations.

Has your payee advised you that they have applied for a TFN, or enquired about their existing TFN?

Where the payee indicates at question 1 on this form that they have applied for an individual TFN, or enquired about their existing TFN, they have 28 days to give you their TFN. **You must withhold tax for 28 days at the standard rate according to the PAYG withholding tax tables.** After 28 days, if the payee has not given you their TFN, you must then withhold the top rate of tax from future payments, unless we tell you not to.

If your payee has not given you a completed form you must:

- notify us within 14 days of the start of the withholding obligation by completing as much of the payee section of the form as you can. Print 'PAYER' in the payee declaration and lodge the form – see 'Lodging the form'.
- withhold the top rate of tax from any payment to that payee.

- For a full list of tax tables, visit our website at [ato.gov.au/taxtables](http://ato.gov.au/taxtables)

## Lodging the form

You need to lodge TFN declarations with us within 14 days after the form is either signed by the payee or completed by you (if not provided by the payee). **You need to retain a copy of the form for your records.** For information about storage and disposal, see below.

You may lodge the information:

- **online** – lodge your TFN declaration reports using software that complies with our specifications. There is no need to complete section B of each form as the payer information is supplied by your software.
- **by paper** – complete section B and send the original to us within 14 days.

- For more information about lodging your TFN declaration report online, visit our website at [ato.gov.au/lodgetfndeclaration](http://ato.gov.au/lodgetfndeclaration)

## Provision of payee's TFN to the payee's super fund

If you make a super contribution for your payee, you need to give your payee's TFN to their super fund on the day of contribution, or if the payee has not yet quoted their TFN, within 14 days of receiving this form from your payee.

## Storing and disposing of TFN declarations

The TFN Rule issued under the *Privacy Act 1988* requires a TFN recipient to use secure methods when storing and disposing of TFN information. You may store a paper copy of the signed form or electronic files of scanned forms. Scanned forms must be clear and not altered in any way.

If a payee:

- submits a new *TFN declaration* (NAT 3092), you must retain a copy of the earlier form for the current and following financial year.
- has not received payments from you for 12 months, you must retain a copy of the last completed form for the current and following financial year.

### — Penalties

You may incur a penalty if you do not:

- lodge TFN declarations with us
- keep a copy of completed TFN declarations for your records
- provide the payee's TFN to their super fund where the payee quoted their TFN to you.



Australian Government  
Australian Taxation Office

# Superannuation standard choice form

This form advises employers of the employee's choice of fund.  
Employers can use it to nominate their default super fund.

**Last updated** 4 July 2023

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## How to complete this form

Employees can use this form to advise employers of their choice of super fund and employers can use it to advise employees of their default super fund.

Employees can access and complete the form, by:

- Logging into ATO online services via **myGov**
  - from the **Employment** menu, select **New employment** and complete the **Super details** section
  - any existing super fund details will be pre-filled into the form
  - you will need the employer's Australian business number (ABN) and their default super fund's unique superannuation identifier (USI) to complete this form.

- Downloading the Superannuation standard choice form (NAT 13080 PDF 422KB) ([https://www.ato.gov.au/api/public/content/4facd14b-cba7-484a-b1ae-5389e099ce06\\_4bc28d38\\_2cdf\\_4030\\_afd4\\_53efa74e51e4\\_pdf](https://www.ato.gov.au/api/public/content/4facd14b-cba7-484a-b1ae-5389e099ce06_4bc28d38_2cdf_4030_afd4_53efa74e51e4_pdf))
  - enter the data electronically (a user may need to select **enable all features and JavaScript** in order for all data fields to work) or print the form out to complete.
- Their employer's employee commencement-enabled payroll software, if available.

## Employers

Use this *Superannuation standard choice form* when:

- you hire a new employee who is eligible to choose a super fund
- an existing eligible employee requests one
- you can no longer contribute to an employee's nominated super fund or it is no longer a complying fund
- you change your default super fund and need to advise employees affected by this change.

If you're providing the *Superannuation standard choice form* to your employee, you must fill in the details of your default super fund before giving the form to your employee.

**Note:** The ATO *Superannuation standard choice form* was updated in April 2023. Previous versions of the form can still be used whilst industry transition to the latest version.

If your employee is going to complete the pre-filled form online via **myGov**, they will need:

- their employment type (for example, full-time, part-time, casual)
- your ABN
- the unique superannuation identifier (USI) of your default super fund.

If you're providing super choice via payroll software, ensure that you are capturing all the required details from the *Superannuation standard choice form* and recording the outcomes. Your software provider should follow the ATO [data specifications](https://softwaredevelopers.ato.gov.au/standard-choice-form-0) (<https://softwaredevelopers.ato.gov.au/standard-choice-form-0>) for the *Superannuation standard choice form*, which outlines which fields in the form are mandatory to be replicated in software.

**Note:** Employers cannot provide employees with recommendations or advice about super or influence them to choose a particular fund. Only advisors licensed by the Australian Securities & Investments Commission (ASIC) can provide financial advice.

For information on how you can communicate to your employees about super choice without breaking the law, visit: [ASIC - Communicating with employees about choice of superannuation fund: What you can and cannot do \(https://asic.gov.au/regulatory-resources/superannuation-funds/superannuation-guidance-relief-and-legislative-instruments/communicating-with-employees-about-choice-of-superannuation-fund-what-you-can-and-cannot-do/\)](https://asic.gov.au/regulatory-resources/superannuation-funds/superannuation-guidance-relief-and-legislative-instruments/communicating-with-employees-about-choice-of-superannuation-fund-what-you-can-and-cannot-do/).

Do not send super choice forms to the ATO. Completed forms must be retained by employers for 5 years.

If your new employee does not choose a super fund, you may need to request their stapled fund details (/businesses-and-organisations/super-for-employers/setting-up-super-for-your-business/offer-employees-a-choice-of-super-fund/stapled-super-funds-for-employers) from us before making any super contributions.

For more information, see Offer employees a choice of super fund (/businesses-and-organisations/super-for-employers/setting-up-super-for-your-business/offer-employees-a-choice-of-super-fund) or Paying super contributions (/businesses-and-organisations/super-for-employers/paying-super-contributions).

## Employees

You can let your employer know your choice of super fund by completing this *Superannuation standard choice form*. You need to provide the information requested so your employer can make contributions to your chosen super fund (/individuals-and-families/super-for-individuals-and-families/super/choosing-a-super-fund#Choosingasuperfund).

Where your super guarantee should be paid is usually your choice.

If you start a new job and you do not provide your employer with your choice of super fund, your employer will need to check with us for an existing super account. We may provide your employer with a *stapled super fund* to pay your super into. A stapled super fund is an existing super account which is linked, or 'stapled', to an individual so that it follows them as they change jobs. This aims to reduce account fees by stopping new super accounts from being opened every time you start a new job.

We will notify you if your employer makes a stapled super fund request and include the fund details we have provided.

# Super standard choice form instructions

## Completing the form online

The pre-filled online form can be accessed through ATO online services via **myGov**.

Your existing super funds and account details will be displayed in the form if you choose to nominate one of your existing super funds for employers to pay contributions to.

Employees completing the form in our online services will need their:

- employer's ABN
- employment type (for example, full time, part-time, casual)
- employer's default super fund details:
  - name
  - USI of the default super fund
  - ABN.

Employees will need to print the completed form summary and return this to their employer. Do not send the form to the ATO.

## Completing the downloadable standard choice form

### Employees

Correct information about your super fund is needed for your employer to pay super contributions. You must complete your details in **Section A** and then choose one additional section to complete out of the 3 options provided:

- An existing super fund (such as a retail or industry fund): **Section B**
- Your employer's default fund: **Section C**
- A self-managed super fund (SMSF): **Section D**

If you would like to open a new super fund account, you will need to do this with your chosen fund and then return to the *Superannuation standard choice form* when you have your new account details ready.

Your employer may choose not to accept this form if you do not provide:

- all the information requested on this form

- if completing Section B: a compliance letter from your chosen fund stating they are a complying fund and can accept contributions from your employer
- if completing Section D: a document confirming the SMSF is an ATO regulated super fund.

**Note:** Many super funds have a copy of a compliance letter on their website, for other funds you will need to contact them for this information.

You can find a copy of the compliance status for your SMSF at Super Fund Lookup (<https://superfundlookup.gov.au/>).

### Employees should know

- You can usually choose where you want your super paid.
- Your employer is not liable for the performance of the super fund you or they nominate.
- You should not seek financial advice from your employer unless they are licensed to provide it.
- You can request to change the fund your employer pays your super into at any time by filling out this form and returning it to your employer.
  - Your employer is only required to accept one choice of fund from you in a 12 month period, however they may choose to accept more.
  - When you return this form to your employer, they will have 2 months to action your request.
- If you started employment after 1 November 2021 and have not chosen a fund, your employer may pay into your stapled super fund (/individuals-and-families/super-for-individuals-and-families/super/choosing-a-super-fund#Stapledsuperfundinformation) or their nominated default account if we tell them you do not have a stapled super fund.
- If you quote your TFN to your employer for super purposes, they must provide it to the super fund.
- Your super is your money for retirement, you should check it regularly. It is important to keep track of your super – if you've ever changed your name, address or job, you may have lost super.
- Having more than one super account could mean you're paying multiple fees and charges, which may reduce your retirement savings. You can consolidate multiple accounts using our ATO online services through **myGov**. Before you consolidate

accounts, you may want to seek advice on fees this may incur or if you will lose any valuable insurance.

For more information, see [Keeping track of your super \(/individuals-and-families/super-for-individuals-and-families/super/growing-and-keeping-track-of-your-super/keeping-track-of-your-super/keeping-track-of-your-super-online\)](#).

## Employers

Complete the 'Employer to complete' fields in **Section C** before giving this form to your employee. The default super fund you nominate must be authorised to offer a MySuper product. If you need to confirm your MySuper arrangements, contact your default super fund.

Retain a copy of any completed forms for 5 years. Do not send the form to us or to super funds.

### Employers should know

If you haven't received a new employee's completed choice form or you have received the form, but details are missing or incorrect:

- You should contact your employee in the first instance to request that they complete their super choice form.
- If a super contribution is due and you haven't received their completed choice form, you may need to [request the employee's stapled super fund \(/businesses-and-organisations/super-for-employers/setting-up-super-for-your-business/offer-employees-a-choice-of-super-fund/stapled-super-funds-for-employers?=redirected\\_stapledsuperfund\)](#) from us and make the payment to the fund that we advise by the contribution due date, to avoid the super guarantee charge.

Once an employee has provided you with a completed *Superannuation standard choice* form, you have 2 months to make contribution payments to the fund the employee has nominated. Super contributions should either be made to:

- the employee's chosen fund
- you should make a stapled super fund request and make contributions to the fund that we advise.

For employees who commenced from 1 November 2021, you can only make contributions to your default fund if the ATO advises there is no stapled super fund. For earlier employees, you can pay their super contributions to their chosen fund, if there is one, or your default fund.

- You do not have to action an employee's choice of fund if they have chosen a fund in the previous 12 months, however you may choose to action their request.
- If an employee's chosen super fund cannot accept your contributions or it is no longer a complying fund, request another choice of fund from your employee. If they don't choose a super fund, you may need to request a stapled super fund from us.

## Super payment due dates

An employee's super fund must receive super contributions by the quarterly due dates (</businesses-and-organisations/super-for-employers/paying-super-contributions/super-payment-due-dates>).

You can make contributions more frequently than quarterly, for example fortnightly or monthly.

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## Our commitment to you

We are committed to providing you with accurate, consistent and clear information to help you understand your rights and entitlements and meet your obligations.

If you follow our information and it turns out to be incorrect, or it is misleading and you make a mistake as a result, we will take that into account when determining what action, if any, we should take.

Some of the information on this website applies to a specific financial year. This is clearly marked. Make sure you have the information for the right year before making decisions based on that information.

If you feel that our information does not fully cover your circumstances, or you are unsure how it applies to you, contact us or seek professional advice.

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Australian Government

Department of Health, Disability and Ageing

# CONFIDENTIALITY, CONFLICT OF INTEREST, PRIVACY AND SECRECY DEED POLL

This document has been released under  
the Freedom Of Information Act 1982 by  
the Department of Health, Disability and Ageing

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# Background

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- A. I am appointed to form a part of an Advisory Council to advise or assist the Australian Government in accordance with the terms of my Appointment.
- B. I provide the undertakings set out below in respect of my Appointment.

# Operative provisions

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## 1. Definitions

In this deed:

**Appointment** means the appointment described in Item 2 of the Schedule.

**Confidential Information** means information that is:

- (a) by its nature confidential;
- (b) identified as confidential by the Department; or
- (c) information that I know or ought to know is confidential,

but does not include information that is or becomes public knowledge other than by breach of this deed or any other confidentiality obligation.

**Conflict of Interest** means any circumstance in which I have an interest (whether financial or non-financial) or an affiliation that is affecting, will affect, or could be perceived to affect, my ability to perform the Appointment, fairly and independently.

**Department** means the Commonwealth of Australia represented by the Department of Health, Disability and Ageing ABN 83 605 426 759.

**I** means the person named in Item 1 of the Schedule.

**Information** includes Confidential Information, Personal Information and Secret Information.

**Personal Information** has the meaning given in the *Privacy Act 1988* (Cth).

**Secret Information** means information about an individual or organisation that is required to be kept secret by legislation administered by the Department (for example under the *Health Insurance Act 1973* (Cth) and the *National Health Act 1953* (Cth)).

## 2. Benefit of deed poll

I make this deed poll for the benefit of the Department.

## 3. Access to and disclosure of Information

I understand that:

- (a) in the course of performing work under the Appointment, I may receive or have access to Information, which I must protect from unauthorised use and disclosure;
- (b) I must not use the Information, or disclose the Information to any person, except:
  - (i) for the purposes of carrying out my duties under my Appointment;
  - (ii) with the express written permission of the Department; or
  - (iii) where I am required by law or court order and I have notified the Department;
- (c) if I disclose Information, I must make sure that any person with whom I share the Information has a "need to know" the Information and understands that the Information must be treated as confidential and that an offence could apply if the person further shares the Information; and

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- (d) I must advise the Department immediately if I become aware of any unauthorised use or disclosure of the Information (including unauthorised access).

#### 4. Deletion or delivery of Information

I acknowledge that:

- (a) the Department has obligations under the *Archives Act 1983* and that I must not delete the Department's information unless in accordance with the Department's policies; and
- (b) when requested by the Department, I must deliver or permanently and irreversibly delete all Information in my possession or control using the methods and within the timeframes requested by the Department.

#### 5. Declaring and managing Conflicts of Interest

- (a) I confirm that, to the best of my knowledge, as at the date of this deed no Conflict of Interest exists or is likely to arise in relation to my Appointment except in relation to the Conflicts of Interest declared in Item 3 of the Schedule to this deed.
- (b) I agree to take such steps as the Department may reasonably require to resolve or otherwise deal with any Conflicts of Interest declared in Item 3 of the Schedule to this deed.
- (c) If a Conflict of Interest arises during the course of my Appointment (whether directly or indirectly), or appears likely to arise, I understand that I must:
  - (i) immediately notify the Department in writing of the Conflict of Interest making a full disclosure of all relevant information relating to the Conflict of Interest; and
  - (ii) take such steps as the Department may reasonably require to resolve or otherwise deal with that Conflict of Interest.
- (d) I understand that I am required to complete and submit this deed annually to the Department for the duration of my Appointment.

#### 6. Offence provisions

I understand that:

- (a) disclosure of the Information may be an offence under the Part 5.6 of the Schedule to the *Criminal Code Act 1995* and other laws; and
- (b) under section 137.1 of the Schedule to the *Criminal Code Act 1995*, giving false or misleading information to the Commonwealth is a serious offence.

#### 7. Waiver

I understand that provisions of this deed may not be waived except in writing by the Department.

#### 8. Survival

This deed survives the termination, suspension or completion of the Appointment.

#### 9. Applicable law

This deed is governed by, and construed in accordance with, the law of the Australian Capital Territory.

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## Schedule – Deed Details

| Item | Description                            | Details                                                                                                                                                                                                                                                                                                                                 |
|------|----------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 1.   | Details of person completing Deed Poll | <p><b>Name:</b> Dr Nick Hartland</p> <p><b>Phone:</b> s47F</p> <p><b>Email:</b> s47F</p>                                                                                                                                                                                                                                                |
| 2.   | Appointment                            | <p><b>Description:</b></p> <p>Appointment as special advisor on Australia's Disability Strategy Advisory Council, made by letter from the Minister and accepted by return letter.</p> <p><b>Date and term of appointment:</b> <i>From date of both parties having signed the Engagement Deed and concluding on 31 January 2028.</i></p> |
| 3.   | Conflict of Interest Declaration       | <p>I declare that I have the following Conflicts of Interest in relation to my Appointment: <i>(Insert details below or insert 'Nil')</i></p>                                                                                                                                                                                           |

## Execution

EXECUTED as a deed poll

SIGNED, SEALED and DELIVERED by

Name (print)

Name of witness (print)

Signature

Signature of witness

Date

Date

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# Consent Form

## Consent for use of photographs, recordings, quotes and testimonials.

Your personal information is being collected by the Department of Health, Disability and Ageing (the 'Department'). The Department is tasked with providing information about health issues in the community, promoting public health messages, and publicising relevant Australian Government policies and programmes. As part of this communication role, the Department collects and uses photos, digital images, video and audio recordings, quotes and testimonials in various publications, campaigns, advertising, web sites and other media.

The Department seeks your consent to collect and use photos, digital images, or audio or video recordings taken of you or quotes or testimonials from you which may contain your personal information and where relevant, sensitive information (such as information about your racial or ethnic origin or your health information) (the 'Material') for use in these communication initiatives (the 'Agreed Purpose').

We will collect your personal information directly from you or someone authorised on your behalf.

## Acknowledgement and consent

I: Nick Hartland

1. am over the age of 18 years OR I am the parent/guardian/carer of a person who is under 18 years and have the legal authority to give consent on their behalf (strike out as appropriate);
2. have read the contents of this form and know that I will receive a copy of it;
3. consent to the Department or anyone acting on behalf of the Department collecting the Material and using the Material, including my name, likeness, image and voice and any personal information contained in the Material, for the Agreed Purpose
4. understand and consent to the Department's use, broadcast or publication of images or recordings of me, or quotes or testimonials from me, including possible use on the Internet for the Agreed Purpose;
5. understand that the Department does not guarantee that any Material will necessarily be used;
6. understand that I will not own the Material, and that copyright in the images or recordings, or documents containing the quotes or testimonials will vest in the Commonwealth of Australia and to the extent I own any rights in the Material, for example moral rights, I assign those rights to the Commonwealth of Australia;
7. understand that I do not have any right of inspection or approval of the Material or any proposed use of the Material and will not be given the original of the image or recording of me and may not be given the original document containing the quote or testimonial from me (if any);
8. consent to the Material being published on the internet for the Agreed Purpose and thereby may be disclosed to overseas recipients. Australian Privacy Principle 8.1 relating to overseas disclosure will not apply. I acknowledge that, once such disclosure occurs, the Department has no control over the subsequent use and disclosure of the Material by persons overseas. Regardless of how an overseas recipient handles my personal information, the Department will not be accountable under the Privacy Act 1988 (Cth) for any breach. The overseas recipient may not be subject to equivalent privacy legislation, and I may not be able to seek redress;

consent to and authorise the Department disclosing my image, recording, quote or testimonial to: printed publications such as brochures, booklets, fact sheets; display banners and posters; television, radio and newspaper advertisements and other media; internet pages (including our website health.gov.au and/or DHDA social media websites); another Australian Government department or agency or to another entity or person for activities relating to the Agreed Purpose; and

9. consent to the publication of images or recordings of me, or quotes or testimonials from me in the Material for the Agreed Purpose with any editing, retouching or alteration (including extracts, cut-downs or stills).
10. warrant that there is no existing restriction or obligation which would prevent the use of my image, name or likeness in promotional material for the Department;
11. am not aware of any other issue or circumstance that would cause embarrassment to the Department or the Australian Government or that would otherwise undermine the effectiveness of the Agreed Purpose should the Department use the Material;
12. agree that all materials, this Consent Form, and any associated material developed in connection with me providing the services for the Agreed Purpose, may be used by the Commonwealth of Australia on an indefinite basis for:
  - o historical reference purposes;
  - o to the extent required by any law or regulation or by a lawful requirement of any government, government body, authority, or agency;
  - o if required in connection with legal proceedings or threatened proceedings;
  - o for public accountability purposes, including disclosure on request to any government agency; and
  - o contacting me in relation to my provision of services for the Agreed Purpose.

Name: Dr Nick Hartland

Signed: \_\_\_\_\_

Date: \_\_\_\_/\_\_\_\_/\_\_\_\_

Address: S47F

Phone no: S47F

Please tick the box if you identify yourself as an Aboriginal or Torres Strait Islander person

☐

**Note:** The Department is required to comply with the Australian Privacy Principles under Schedule 1 of the *Privacy Act 1988* when collecting personal information about you. Personal information includes photos and recordings. The Department can be contacted by telephone on (02) 6289 1555 or freecall 1800 020 103 or by using the online enquiries form at [www.health.gov.au](http://www.health.gov.au)

The Department has an APP privacy policy which you can read at <http://www.health.gov.au/internet/main/publishing.nsf/Content/privacy-policy>. You can obtain a copy of the APP privacy policy by contacting the Department using the contact details set out above. The APP privacy policy contains information about:

- How you may access the personal information the Department holds about you and how you can seek correction of it; and
- How you may complain about a breach of the Australian Privacy Principles or the Australian Government Agencies Privacy Code and how the department will deal with complaints.

The Department of Health, Disability and Ageing makes every effort to comply with the Guidelines for Federal and ACT Government World Wide Websites available at <http://www.oaic.gov.au/privacy/privacy-resources/privacy-guides/guidelines-for-federal-and-act-government-websites>. You should understand that personal information published on the Internet is accessible to anyone with access to the Internet, from anywhere in the world. While the contents of the Department's web site are protected by copyright, once information has been published on the Internet, the Department has no control over its subsequent use and disclosure.

**Australia's Disability Strategy  
Advisory Council  
Personal Details Form**

Please return this form, along with the completed Advisory Council membership pack, to the Council Secretariat by email at [ADSAdvisoryCouncil@health.gov.au](mailto:ADSAdvisoryCouncil@health.gov.au).

If you have any queries, please contact the Secretariat at [ADSAdvisoryCouncil@health.gov.au](mailto:ADSAdvisoryCouncil@health.gov.au).

**Personal details**

|            |          |
|------------|----------|
| Title      | Dr       |
| First Name | Nick     |
| Surname    | Hartland |

**Home/residential address**

|                    |      |          |      |
|--------------------|------|----------|------|
| Street address     | s47F |          |      |
| City/suburb        |      |          |      |
| State or territory |      | Postcode | s47F |
| Country            |      |          |      |

**Personal phone number/s and email address**

|                              |      |
|------------------------------|------|
| Telephone/<br>mobile numbers | s47F |
| Email address                |      |

## Emergency contact

|                              |  |          |  |
|------------------------------|--|----------|--|
| Contact name                 |  |          |  |
| Relationship                 |  |          |  |
| Street address               |  |          |  |
| City/suburb                  |  |          |  |
| State or territory           |  | Postcode |  |
| Country                      |  |          |  |
| Telephone/<br>mobile numbers |  |          |  |
| Email address                |  |          |  |

**Name of the Committee to which you are appointed**

|                  |                                                                     |
|------------------|---------------------------------------------------------------------|
| <b>Committee</b> | Australia's Disability Strategy Advisory Council, as a core member. |
|------------------|---------------------------------------------------------------------|

**Meeting attendance**

|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |                 |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------|
| <p>I confirm that I can commit to attend Advisory Council meetings from s47E(d)</p> <p>The Advisory Council will hold meetings as necessary for the efficient performance of its functions as outlined in the Advisory Council Terms of Reference. The Chair may convene a meeting at any time but must convene at least three per calendar year.</p> <p>The Department of Health, Disability and Ageing will manage travel, accommodation and approved out-of-pocket expenses for non-government Advisory Council members, in alignment with the relevant Department of Health, Disability and Ageing travel policy.</p> | <p>Yes / No</p> |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------|

**Committee Secretariat contact details**

|                        |                                                                                        |              |               |
|------------------------|----------------------------------------------------------------------------------------|--------------|---------------|
| <b>Name of contact</b> | s47E(c), s47F                                                                          | <b>Phone</b> | s47E(c), s47F |
| <b>Email</b>           | <a href="mailto:ADSAdvisoryCouncil@health.gov.au">ADSAdvisoryCouncil@health.gov.au</a> |              |               |

Declaration

|                                                  |          |
|--------------------------------------------------|----------|
| I confirm the above details are true and correct | Yes / No |
|--------------------------------------------------|----------|

|                                            |  |
|--------------------------------------------|--|
| Signature of<br>Advisory Council<br>member |  |
| Date                                       |  |

This document has been released under  
the Freedom Of Information Act 1982 by  
the Department of Health, Disability and Ageing

Date: **XX January 2026**

Contact:

Ms Jodi Cassar PSM,  
 Assistant Secretary  
 Australia's Disability Strategy Branch  
 Department of Health, Disability and Ageing  
 324 Charlestown Road  
 Charlestown NSW  
 2290

To:

Dr Nick Hartland

s47F



Dear Dr Nick Hartland

The attached documents comprise the terms governing your appointment as a Special Advisor of Australia's Disability Strategy Advisory Council for the Commonwealth of Australia, represented by the Department of Health, Disability and Ageing (**the Commonwealth**).

The scope of the appointment is described in the Deed Details in the attached Engagement Deed.

**Action required**

Please indicate your acceptance of the Engagement Deed by:

- signing and dating both copies of the Engagement Deed before a witness
- returning both copies of the Engagement Deed to the Commonwealth within **7 days** after the date of this letter by post.

**Documents to be provided or updated**

Please also provide:

- (i) details of any actual, perceived or potential Conflict of Interest using the form **enclosed**;
- (ii) the following documents to be completed by you:
  - (A) Committee Member Onboarding Form, at Schedule 1 of the Engagement Deed;
  - (B) Tax File Number Declaration Form, at Schedule 2 of the Engagement Deed;
  - (C) Superannuation Choice Form (if required under clause 4.6), at Schedule 3 of the Engagement Deed;
  - (D) Privacy Consent Form, at Schedule 4 of the Engagement Deed.

A fully executed original of the Engagement Deed will be returned to you upon execution by the Commonwealth.

If you have any questions in relation to this appointment or the Engagement Deed, please contact s47E(c), s47F at s47F or via email at s47E(c), s47F [@health.gov.au](mailto:s47E(c), s47F@health.gov.au).

Yours sincerely

s47F



Jodi Cassar PSM  
Assistant Secretary  
Australia's Disability Strategy Branch  
Department of Health, Disability and Ageing

This document has been released under  
the Freedom Of Information Act 1982 by  
the Department of Health, Disability and Ageing

## ENGAGEMENT DEED

## DEED DETAILS

| Item        | Clause reference |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |
|-------------|------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Parties     |                  | 1. The Commonwealth of Australia represented by the Department of Health, Disability and Ageing ( <b>the Commonwealth</b> )<br>and                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |
|             |                  | 2. <b>Dr Nick Hartland (the Other Party)</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |
| Appointee   |                  | <b>Dr Nick Hartland</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |
| Engagement  | 2                | <p><b>Nature of appointment</b><br/>Participate on Australia's Disability Strategy Advisory Council as Special Advisor, in accordance with the Advisory Council's terms of reference as updated from time to time.</p> <p><b>Incidental matters</b><br/>If incidental materials, services or functions are required in order for the Engagement to be performed, they will be taken to be included in the scope of the Engagement and will be accommodated as part of the Engagement at no additional cost to the Commonwealth notwithstanding that they are not specifically set out in this Deed.</p> |
| Expiry Date | 3.1              | s47E(d)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |
| GST         | 4.2/4.3          | <p>Is the Other Party a natural person (ie an individual) who is not registered for GST?</p> <p>Yes X</p> <p>If yes, clause 4.2 applies, no GST is payable and the Fees do not include GST</p> <p>The Appointee will not need to provide an ABN if they are not receiving any remuneration under this Deed.</p>                                                                                                                                                                                                                                                                                         |

|      |     |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |
|------|-----|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|      |     | <p>Is the Other Party a company or an individual operating an enterprise who is registered for GST?</p> <p>No X</p> <p>If yes, clause 4.3 applies, GST is payable and the Fees include GST.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |
| Fees | 4.1 | <p>The Other Party will be paid at a rate of \$476, excluding GST, per <b>day</b>, until the expiry of this Engagement Deed.</p> <p>The above rate is inclusive of all taxes, duties and government charges imposed or levied in Australia or overseas and remuneration to the Other Party in respect of procuring and maintaining any insurance required under this Deed but does not include superannuation payments.</p> <p>Where the amount of daily rate payable for the Other Party (who is an individual) is calculated in accordance with the relevant provisions of the Remuneration Tribunal Determination, the following will apply:</p> <ul style="list-style-type: none"> <li>• if the Appointee performs the Appointment for three hours or more during a single day – the full daily rate is payable;</li> <li>• if the Appointee performs the Appointment for more than two hours but less than three hours in a single day – an amount equal to 60% of the daily rate is payable; and</li> <li>• if the Appointee performs the Appointment for less than two hours in a single day - an amount equal to 40% of the daily rate is payable.</li> </ul> <p>The Other Party may only charge for their time preparing for a formal meeting of the Committee on the following basis:</p> <ul style="list-style-type: none"> <li>• the preparation must be undertaken on non-meeting days before the formal meeting;</li> <li>• each period must be for a minimum of one hour – 20% for each hour up to a maximum of 5 hours a day;</li> <li>• the maximum amount payable in respect of any one day is the applicable daily rate;</li> <li>• the Chair of the committee must confirm the preparation time claimed for a formal meeting was reasonable; and</li> <li>• the proposed amount for preparation must be approved by the Commonwealth before it may be invoiced.</li> </ul> <p>If the Appointee participates in seminars, working parties or other representations between formal meetings, they may be paid for their time where the Chair gives approval for them to attend in the capacity of the business of the committee. Payments will be based on the formula set out above.</p> <p>The Secretariat must be advised of the participation of the Appointee in such events to enable travel arrangements to be made and payments processed.</p> <p>The amount will be paid <b>in arrears in accordance with, and into the account listed by the Other Party in, the Onboarding Form at Schedule 1 (Method of Payment)</b></p> <p>The Other Party may claim from the Commonwealth expenses incurred by the Appointee, which will be considered</p> |

|                                              |     |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |
|----------------------------------------------|-----|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|                                              |     | <p>in accordance with the FBR R2.4 Official travel-domestic for travel and accommodation (as amended from time to time), if it is necessary for the Appointee to travel outside their usual place of operation or business for the performance of the Appointment. The Appointee must obtain the Commonwealth's written approval prior to incurring any of these expenses.</p> <p>The Other Party may also claim from the Commonwealth for other expenses (as set out in the relevant remuneration tribunal determination or otherwise) it incurs that are necessary for the performance of the Appointment. The Other Party must obtain the Commonwealth's written approval prior to incurring any of these expenses.</p> <p>The Appointee must provide a receipt or other document to the Commonwealth in support of a claim for reimbursement of any incurred expense by the Appointee.</p> |
| <b>Superannuation</b>                        | 4.6 | If yes, clause 4.6 will be applicable.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |
| <b>Travel Reimbursement Arrangements</b>     | 5   | <p><b>Travel Entitlements</b></p> <p>Reimbursement will be on the basis of the Department of Health, Disability and Ageing travel policy rates as amended from time to time.</p> <p><b>Approval requirements</b></p> <p>Approvals will be handled through the Department's usual travel management system, currently 'Concur'. The Secretariat will advise the Other Party regarding the arrangements for making a travel booking from time to time.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                       |
| <b>Invoice procedures</b>                    | 6   | <p>If the Other Party is required to pay GST, they will provide Tax Invoices in accordance with the following.</p> <ul style="list-style-type: none"> <li>- Tax Invoices will be provided by the Other Party <i>monthly in accordance with clause 4.</i></li> <li>- Tax Invoices are to be addressed to <a href="mailto:ADSAdvisoryCouncil@health.gov.au">ADSAdvisoryCouncil@health.gov.au</a>.</li> </ul>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |
| <b>Insurance</b>                             | 7   | <b>N/A</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |
| <b>Intellectual Property</b>                 | 10  | <b>N/A</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |
| <b>Commonwealth Confidential Information</b> | 11  | The definition of Commonwealth Confidential Information will apply. No additional information specified.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |

|                                              |    |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |
|----------------------------------------------|----|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Commonwealth's Privacy Representative</b> | 12 | The Commonwealth's nominated representative for handling privacy matters, contactable at <a href="mailto:privacy@health.gov.au">privacy@health.gov.au</a> .                                                                                                                                                                                                                                                                                                                                                  |
| <b>Security</b>                              | 14 | <b>N/A</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |
| <b>Accessibility Arrangements</b>            |    | <b>N/A</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |
| <b>Commonwealth Representative</b>           | 28 | The Commonwealth Representative is<br>s47E(c), s47F<br>Director<br>Australia's Disability Strategy Branch<br>Department of Health, Disability and Ageing                                                                                                                                                                                                                                                                                                                                                     |
| <b>Commonwealth's address for notices</b>    | 29 | <b>Postal address:</b><br><br>Department of Health, Disability and Ageing<br>Australia's Disability Strategy Branch<br>Advisory Council<br>GPO Box 9848<br>CANBERRA ACT 2601<br>Australia<br><br><b>Physical address:</b><br><br>Department of Health, Disability and Ageing<br>Australia's Disability Strategy Branch<br>Advisory Council<br>23 Furzer Street<br>Phillip ACT 2606<br>Australia<br><br>Email address: <a href="mailto:ADSAdvisoryCouncil@health.gov.au">ADSAdvisoryCouncil@health.gov.au</a> |
| <b>Other Party's address for notices</b>     | 29 | <b>Postal address:</b><br>s47F<br><br><b>Physical address:</b><br>s47F<br><br>Email address:<br>s47F                                                                                                                                                                                                                                                                                                                                                                                                         |

## PARTIES

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This Deed is made between and binds the Parties shown in the Deed Details.

## CONTEXT

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This Deed is made in the following context:

- A. The Australian Government has requested that the Appointee undertake the Engagement.
- B. This Deed sets out the terms and conditions on which the Engagement will be undertaken.

## 1. INTERPRETATION

---

1.2 In this Deed, unless the contrary intention appears, the term:

**Applicable WHS Law** means any applicable occupational health and safety law, including the WHS Act and any corresponding WHS law (as defined in section 4 of the WHS Act).

**Appointee** means the person identified as such in the Deed Details table.

**Business Day** means all days except Saturdays, Sundays and public holidays in the Australian Capital Territory.

**Commonwealth Confidential Information** means information of the Commonwealth that:

- (a) is by its nature confidential;
- (b) is identified as such in the Deed Details or is otherwise designated by the Commonwealth as confidential; or
- (c) the Other Party knows or ought to know is confidential,

but does not include information which:

- (d) is or becomes public knowledge other than by breach of this Deed or any other confidentiality obligations; or
- (e) has been independently developed or acquired by the Other Party, as established by written evidence.

**Commonwealth Material** means any Material provided by or on behalf of the Commonwealth to the Other Party in connection with this Deed.

**Commonwealth Record** means a "Commonwealth record" as defined in the *Archives Act 1983* (Cth).

**Commonwealth Representative** means the person identified as such in the Deed Details or such other person as the Commonwealth may appoint from time to time and advise to the Other Party by notice in writing.

**Deed Date** means the date on which the last person executes this Deed.

**Deed Material** means all Material supplied, created or collected, or required to be supplied, created or collected, as part of, or for the purpose of, the Engagement under this Deed. Deed Material does not include Commonwealth Material.

**Eligible Data Breach** has the same meaning as in the Privacy Act.

**Engagement** means the engagement as described in the Deed Details.

**Expiry Date** has the meaning given to that term in the Deed Details.

**Fees** means the fees as set out in the Deed Details.

**GST** has the meaning given by the GST Law.

**GST Law** has the meaning given in the *A New Tax System (Goods and Services Tax) Act 1999* (Cth).

**Instrument of Appointment** means the document titled “Appointment of Special Advisor to Australia’s Disability Strategy Council, 2025” issued to the Other Party by the Minister.

**Insolvency Event** means the occurrence of an event or circumstance that the Commonwealth considers has or may have an adverse effect on the Appointee or Other Party’s commercial or financial viability, ability to perform the Engagement or obligations under this Deed, or the ability of the Commonwealth to enforce its rights under or in connection with this Deed.

**Intellectual Property or IP** means all present and future rights conferred by statute, common law, equity, in or relating to copyright, trademarks, designs, patents, circuit layouts, plant varieties, business and domain names, inventions and other results of intellectual activity in the industrial, commercial, scientific, literary or artistic fields and includes the rights to the registration of those rights. Intellectual Property does not include Moral Rights or rights to keep information confidential.

**Material** includes documents, equipment, software, goods, information and data stored by any means, but does not include rights in relation to Intellectual Property.

**Method of Payment** has the meaning given to that term in the Deed Details.

**Moral Rights** means rights of integrity of authorship, rights of attribution of authorship, rights not to have authorship falsely attributed, and rights of a similar nature conferred by statute that exist, or may come to exist, anywhere in the world.

**Personal Information** has the same meaning as the term ‘personal information’ in the *Privacy Act 1988* (Cth) and includes ‘sensitive information’.

**Privacy Act** means the *Privacy Act 1988* (Cth).

**Tax Invoice** means an invoice. Where there is a Taxable Supply (as defined in the GST Law), a Tax Invoice must be in the form of a tax invoice complying with the requirements of the GST Law.

**WHS Act** means the *Work Health and Safety Act 2011* (Cth).

1.3 In this Deed, unless the contrary intention appears:

- (a) words importing a gender include any other gender;
- (b) words in the singular include the plural and words in the plural include the singular;
- (c) clause headings are for convenience reference only and have no effect in limiting or extending the language of provisions to which they refer;
- (d) words importing a person include a partnership and a body whether corporate or otherwise;
- (e) a reference to dollars is a reference to Australian dollars;
- (f) a reference to any legislation or legislative provision includes any statutory modification, substitution or re-enactment of that legislation or legislative provision;
- (g) 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;
- (h) a reference to writing is a reference to any representation of words, figures or symbols, whether or not in a visible form;
- (i) a covenant on the part of two or more persons binds them jointly and severally and a covenant for the benefit of two or more persons is for the benefit of them jointly and severally;
- (j) a reference to any deed, agreement, licence, document or other instrument (including this Deed) includes a reference to that deed, agreement, licence, document or other instrument as renewed, extended, novated, varied or substituted from time to time;

- (k) where the day on or by which any act, matter or thing is to be done under or pursuant to this agreement is not a Business Day, the act, matter or thing must be done on the next Business Day; and
- (l) references to clauses are references to clauses of this Deed.

1.4 A provision of this Deed will not be construed to the disadvantage of a party solely on the basis that it proposed that provision.

## **2. PERFORMANCE OF THE ENGAGEMENT, STANDARDS AND TIMEFRAMES**

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2.1 The Appointee will perform the Engagement.

2.2 The Engagement must not be subcontracted or performed by any person other than the Appointee, unless otherwise agreed by the Commonwealth.

## **3. TERM**

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3.1 This Deed will commence on the later of:

- (a) the date it has been executed by both parties; or
  - (b) the date upon which the Other Party provides to the Commonwealth satisfactory evidence of the Appointee having obtained a security clearance, if one is required under the Deed Details; and,
- subject to earlier termination in accordance with this Deed, will expire on the Expiry Date (the **Term**).

## **4. FEES**

---

4.1 Subject to this Deed and the provision of a correctly rendered Tax Invoice (if required), if the Appointee undertakes the Engagement to the satisfaction of the Commonwealth the Commonwealth will pay the Fees in accordance with the Method of Payment.

### **Individual not registered for GST**

4.2 If the Deed Details say that this clause applies:

- (a) the Other Party represents to the Commonwealth that they are not registered for GST; and
- (b) no GST has been included in the Fees

### **Other Party is a company or an individual operating an enterprise who is registered for GST**

4.3 If the Deed Details say that this clause applies, the Fees are inclusive of GST.

### **PAYG taxation**

4.4 The Commonwealth may withhold from amounts payable to the Other Party the amounts the Commonwealth considers necessary for the Commonwealth to comply with its taxation obligations under Australian taxation legislation. The amounts payable under this Deed are subject to reduction for any such withholding.

4.5 The amount deducted is determined by Australian tax laws and will depend upon a number of factors including:

- (a) whether or not the Other Party provides a tax file number; and
- (b) whether or not the Other Party claims the tax free threshold.

### **Superannuation**

4.6 This clause applies if the Deed Details indicate that Superannuation is payable.

- (a) The Commonwealth will make superannuation contributions for the benefit of the Appointee in accordance with the *Superannuation Guarantee (Administration) Act 1992* (Cth).

- (b) The Other Party must, promptly at the commencement of the Term, provide the Commonwealth with details of a complying superannuation fund into which the Commonwealth may make superannuation payments on behalf of the Appointee in accordance with this clause 4.6.

#### **Amounts otherwise inclusive**

- 4.7 Subject to clause 5, the Fees are inclusive of all other costs of undertaking the Engagement.
- 4.8 The Other Party and the Appointee are responsible for all payments and contributions including but not limited to taxes, duties or other Government charges.
- 4.9 The Other Party and the Appointee must comply with all applicable taxation laws in relation to payments received from the Commonwealth under this Deed.
- 4.10 No amounts are payable in relation to leave in connection with the Engagement.

#### **Full-time appointments and interaction with other Commonwealth appointments**

- 4.11 The Other Party confirms that, if the Engagement is for a full-time position, they will receive no other payments in connection with a Commonwealth appointment for the duration of the Engagement.

### **5. TRAVEL AND OTHER ALLOWANCES**

---

- 5.1 This clause 5 applies if the Deed Details say that it applies.
- 5.2 Arrangements for booking, payment or reimbursement of travel, accommodation and travel allowances will be in accordance with the Deed Details.

### **6. INVOICE PROCEDURES**

---

- 6.1 The Commonwealth's preferred method of payment is by electronic funds transfer to the bank account notified by you.
- 6.2 The Other Party must provide Tax Invoices (if applicable) during the Term as specified in the Deed Details.
- 6.3 Subject to this Deed, correctly rendered Tax Invoices will be paid within 20 days or, in the case of e-invoicing, within 5 days. If this period ends on a day that is not a Business Day, payment is due on the next Business Day.
- 6.4 Tax Invoices must be addressed to the Commonwealth Representative specified in the Deed Details and must include the following information:
  - (a) a description of the Engagement;
  - (b) date and name of the Deed (including the Contract number applied to the Deed by the Commonwealth (if any));
  - (c) the amount invoiced (separately identifying the amount charged as GST and other taxes, interest or other charges);
  - (d) details of all work carried out as part of the Engagement in respect of the amount invoiced; and
  - (e) the relevant financial management system reference number as notified by the Commonwealth.
- 6.5 Where any money is due to the Commonwealth under this Deed or any damages, costs, expenses or other amounts are recoverable by the Commonwealth from the Other Party in consequence of its breach of this Deed then the Commonwealth may:
  - (a) offset them against any other amounts owing by the Commonwealth to the Other Party under the Deed; or
  - (b) invoice the Other Party for the amount due.

## **7. INSURANCE**

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- 7.1 The Other Party is responsible for ensuring that it has and maintains appropriate insurances including those specified in the Deed Details.
- 7.2 The Other Party must, on request by the Commonwealth, provide current relevant confirmation of insurance documentation from its insurance brokers certifying that it has insurance as required by clause 7.1.

## **8. CARRYING OUT THE ENGAGEMENT**

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- 8.1 The Appointee must carry out, the Engagement:
- (a) exercising high professional standards of skill, care and diligence;
  - (b) to ensure that the Engagement achieves its intended purpose, is complete and is performed in a manner that achieves all standards of performance included in or referred to in this Deed;
  - (c) to ensure that the Commonwealth is fully and accurately informed on all matters which are relevant to the Engagement;
  - (d) to comply with any applicable or relevant Australian standards or, where there are no applicable Australian standards, any other industry standards;
  - (e) to comply with all applicable legal (including statutory and regulatory) and Australian Government policy requirements;
  - (f) to ensure that all obligations (including deadlines) specified in this Deed are fully satisfied;
  - (g) to ensure that all information provided to the Commonwealth, including in reports, documents and other Deed Material is correct, complete and not misleading in any respect; and
  - (h) to ensure that all Deed Material is neatly and legibly compiled and that it contains adequate information to demonstrate the Engagement undertaken and to support all conclusions, findings and opinions.

## **9. NO EMPLOYMENT OR AGENCY**

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- 9.1 Neither the Other Party nor the Appointee is, by virtue of this Deed, an employee, partner or agent of the Commonwealth.
- 9.2 The Other Party must not represent itself, and must ensure that the Appointee does not represent themselves, as being an employee, partner or agent of the Commonwealth.
- 9.3 Neither the Other Party nor the Appointee has any authority to incur, and must not incur, any obligation on behalf of the Commonwealth.

## **10. DEED MATERIAL AND COMMONWEALTH MATERIAL**

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- 10.1 The Other Party and the Appointee acknowledge that all of the Deed Material is made under the direction and control of the Commonwealth.
- 10.2 Title to and risk in relation to the physical property in Deed Material passes to the Commonwealth upon delivery of the Deed Material to the Commonwealth.
- 10.3 Subject to clause 10.4, title to and ownership of all Intellectual Property in all Deed Material vests immediately upon its creation in the Commonwealth.
- 10.4 Nothing in this clause 10 affects the ownership of Intellectual Property created before this Deed was executed or created by a third party for a purpose unrelated to this Deed.
- 10.5 Where the Other Party or the Appointee owns material used in relation to the Engagement, the Other Party grants to the Commonwealth a worldwide, permanent, irrevocable, royalty-free, transferable, non-exclusive licence (including the right of sublicense) to use, reproduce, communicate, publish, modify, adapt and exploit any Intellectual Property in the Deed Material not owned by the Commonwealth. Title to the Commonwealth

Material does not pass to the Other Party or the Appointee by virtue of any delivery to it or any other action taken under this Deed.

- 10.6 At the Commonwealth's request, the Other Party or the Appointee must bring into existence, sign, execute or otherwise deal with any document, which may be necessary to give effect to this clause 10.
- 10.7 Subject to clause 10.12 (if applicable), the Other Party and the Appointee must ensure that all Commonwealth Material, and any Deed Material to be provided to the Commonwealth, is used, copied, reproduced or supplied by the Other Party, the Appointee and any persons to whom the Other Party supplies Deed Material (other than the Commonwealth) only for the purposes of this Deed.
- 10.8 The Other Party and the Appointee must keep full and accurate records of the location and development of all Commonwealth Material and Deed Material and make the records available to the Commonwealth on request.
- 10.9 The Other Party acknowledges that the Commonwealth may, at any time and without notice, demand either orally or in writing, the destruction or delivery to the Commonwealth of all:
- (a) Commonwealth Material;
  - (b) Deed Material; or
  - (c) other documents that contain Commonwealth Confidential Information,
- that may be in the Other Party's possession or control.
- 10.10 The Other Party and the Appointee must not breach the Intellectual Property rights of any third party in undertaking the Engagement.
- 10.11 To the extent permitted by law the Other Party consents, and must ensure that the Appointee consents, to any act or omission by the Commonwealth that would otherwise infringe any Moral Rights in the Deed Material.
- 10.12 This clause applies if the Deed Details say it applies:
- (a) the Commonwealth grants to the Other Party a non-exclusive, royalty-free, non-transferable perpetual license to use Intellectual Property in Deed Material for non-commercial research purposes; and
  - (b) the Other Party will obtain the Commonwealth's prior written permission before publishing Deed Material.

## **11. DISCLOSURE OF INFORMATION**

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- 11.1 Except as specified in clause 11.2, or with the prior consent of the Commonwealth, the Other Party and the Appointee must not make public or disclose to any person other than the Commonwealth any Commonwealth Confidential Information
- 11.2 Clause 11.1 does not apply to disclosures made by the Other Party or the Appointee:
- (a) to the extent required by law, or as required by any government or governmental body, authority or agency;
  - (b) to disclosures to legal advisors to the extent necessary to obtain advice in relation to rights under this Deed,
- but in each case of disclosure by the Other Party, it must give the Commonwealth sufficient notice of any proposed disclosure to enable the Commonwealth to seek a protective order or other remedy to prevent the disclosure.
- 11.3 The Other Party and the Appointee must ensure that Commonwealth Confidential Information is protected against loss, unauthorised access, use, modification, disclosure, or other misuse.
- 11.4 The Other Party and the Appointee must not transfer Commonwealth Confidential Information outside Australia, or allow persons outside Australia to have access to it, without the prior written approval of the Commonwealth.

## 12. PRIVACY

- 12.1 Except as set out in clause 12.2, or with the written permission of the Commonwealth Representative, with respect to all Personal Information that it has access to or collects in or in relation to the performance of this Deed, the Other Party and the Appointee must:
- (a) not do any act or engage in any practice that would breach the Privacy Act if done or engaged in by the Commonwealth;
  - (b) not access, use, disclose, publish, communicate or retain, or otherwise deal with the Personal Information in any way, except for the purpose of:
    - (i) performing the Deed; or
    - (ii) complying with the Privacy Act;
  - (c) implement all reasonable measures to meet the requirements of this clause 12;
  - (d) cooperate with any reasonable demands or enquiries made by the Privacy Commissioner or the Commonwealth, including in the investigation of any complaints;
  - (e) immediately notify the Commonwealth Privacy Representative if it becomes aware that a disclosure of such Personal Information may be required by law, or when it becomes aware that there are reasonable grounds to suspect that there may have been an Eligible Data Breach and provide a written report in relation to such breach or suspected breach within 3 Business Days;
  - (f) in the event of a breach of privacy obligations under this clause 12, take steps to limit any further unauthorised access to the relevant Personal Information or the possible compromise of other Personal Information;
  - (g) ensure that any person who obtains access from the Other Party or the Appointee to any Personal Information in respect of which it has obligations under the Privacy Act or this clause 12 signs a confidentiality declaration in a form acceptable to the Commonwealth, if required by the Commonwealth, prior to the access;
  - (h) take all reasonable measures to ensure that such Personal Information is protected against loss, unauthorised access, use, modification, disclosure or other misuse and to mitigate the risk of an Eligible Data Breach causing serious harm to any of the individuals to whom it relates. For the avoidance of doubt, Personal Information must not be used for, or in any way relating to, any direct marketing purpose;
  - (i) not transfer such Personal Information outside Australia, or allow parties outside Australia to have access to it, without the prior approval of the Commonwealth;
  - (j) notify the Commonwealth's Privacy Representative of, and cooperate with the Commonwealth in the resolution of any complaint alleging an interference with privacy; and
  - (k) upon written notice from the Commonwealth destroy or permanently de-identify any Personal Information as soon as practicable after it is no longer required for the purpose for which it was originally collected.
- 12.2 The Other Party and the Appointee must:
- (a) refer any requests for access by third parties to Personal Information to the Commonwealth's Privacy Representative; and
  - (b) assist the Commonwealth, if requested to do so, to enable any person, on request, to ascertain in respect of Personal Information:
    - (i) whether the Other Party or the Appointee has possession or control of any records that contain such information;
    - (ii) the nature of the information;

- (iii) the main purposes for which the Other Party or the Appointee uses the information; and
- (iv) the steps the person should take if the person wishes to obtain access to the information.

12.3 The Other Party's obligations in this Deed (including this clause 12) are in addition to its obligations under the Privacy Act.

### 13. CONFLICT OF INTEREST

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- 13.1 For the purposes of this clause 13, a **Conflict of Interest** would include any circumstances where, due to a direct or indirect relationship or interest, the Appointee is or may reasonably be perceived to be, unable to discharge its obligations or duties in relation to the Engagement in an objective and independent manner to the best of its ability. There need not be an actual conflict for a perception of one to be formed by a reasonable person.
- 13.2 The Other Party warrants that, having made all reasonable enquiries, at the date of entering into this Deed, no Conflict of Interest exists or is likely to arise in the Appointee's performance of the Engagement, which has not already been advised to the Commonwealth in writing and consented to by the Commonwealth.
- 13.3 The Other Party agrees to:
- (a) use its best endeavours to ensure that a situation does not arise that may result in a Conflict of Interest arising during the Engagement;
  - (b) notify the Commonwealth if it becomes aware of any Conflict of Interest or potential Conflict of Interest, while the Appointee undertakes the Engagement; and
  - (c) comply with all directions given by the Commonwealth for dealing with any Conflict of Interest.
- 13.4 If the Other Party is unable or unwilling to resolve or deal with the Conflict of Interest as required, the Commonwealth may terminate this Deed in accordance with clause 20.

### 14. SECURITY

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- 14.1 The Other Party and the Appointee must comply with all relevant security requirements specified in any policy which forms part of the Commonwealth's Protective Security Policy Framework as amended from time to time.
- 14.2 The Other Party must perform its obligations under this Deed and the Appointee must perform the Engagement in accordance with security requirements notified by the Commonwealth from time to time in its absolute discretion which may include a requirement for the Appointee to obtain security clearances or comply with additional security obligations if specified in the Deed Details.
- 14.3 If any breach of any security requirement occurs then, without limiting the Commonwealth's rights under this Deed, the Other Party must comply with any reasonable directions of the Commonwealth in order to rectify the issue and prevent further issues. If the Other Party is unable or unwilling to resolve or deal with a breach of a security requirement, including the maintenance of a security clearance if required, the Commonwealth may terminate this Deed in accordance with clause 20.
- 14.4 The Other Party must:
- (a) take reasonable steps to inform itself of the security requirements; and
  - (b) advise the Commonwealth promptly in writing of any relevant circumstances that, in its reasonable opinion, might affect any authorisation or security clearance provided.

### 15. ACCESS TO PREMISES AND RECORDS

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- 15.1 The Other Party and the Appointee must grant, at all reasonable times, access to premises, records, accounts and other financial material or Material relevant to this Deed, including the Commonwealth Material and Deed

Material, however and wherever stored or located, in the custody, possession or control of the Appointee or Other Party to:

- (a) the Commonwealth or any persons authorised in writing by the Commonwealth; and
- (b) the Commonwealth Auditor-General, the Commonwealth Ombudsman, the Privacy Commissioner, or their delegates,

for the purposes of performing their respective statutory functions and/or for inspection and/or copying.

- 15.2 The Other Party must make available on request, and at no expense to the Commonwealth, such facilities as necessary to enable a legible reproduction of the Material referred to in clause 15.1 to be created.

## 16. AUDIT REQUIREMENTS

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- 16.1 An audit of all or any part of this Deed and its performance may be undertaken at any time by the Commonwealth or its nominee.
- 16.2 The Other Party and the Appointee must participate cooperatively in audits of this Deed at the frequency and in relation to the matters specified by the Commonwealth, including on an ad hoc basis if requested by the Commonwealth, for the purpose of ensuring that this Deed is being properly performed and administered. The Commonwealth may appoint an independent person to assist in the audits.
- 16.3 Each party must bear its own costs of any audits.

## 17. ARCHIVES ACT 1983

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- 17.1 The Other Party must not destroy or arrange for, nor effect, a transfer of custody or ownership of any Commonwealth Record without the prior written approval of the Commonwealth and the National Archives of Australia.
- 17.2 Where the Commonwealth and the National Archives of Australia authorise the destruction or transfer of custody of a Commonwealth Record by or to the Other Party, the Other Party must comply in every respect with the requirements of the Archives Act 1983 (Cth) or guidelines issued by National Archives of Australia.
- 17.3 The Other Party must comply with any direction given by the Commonwealth for the purpose of transferring Commonwealth records to the National Archives of Australia or providing the National Archives of Australia with full and free access to Commonwealth Records.

## 18. NOTIFICATION OF SIGNIFICANT EVENTS

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- 18.1 In this clause 18, **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 Other Party 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 Other Party or its officers, employees, agents or subcontractors, that may adversely impact on compliance with Commonwealth policy and legislation or the Commonwealth's reputation.
- 18.2 The Other Party must immediately issue the Commonwealth a notice on becoming aware of a Significant Event.
- 18.3 The notice issued under clause 18.2 must provide a summary of the Significant Event, including the date that it occurred and whether any other personnel engaged in connection with the Engagement were involved.

- 18.4 The Commonwealth may notify the Other Party in writing that an event is to be considered a Significant Event for the purposes of this clause, and where this occurs the Other Party must issue a notice under clause 18.2 in relation to the event within 3 Business Days of being notified by the Commonwealth.
- 18.5 Where reasonably requested by the Commonwealth, the Other Party must provide the Commonwealth with any additional information regarding the Significant Event within 3 Business Days of the request.
- 18.6 If requested by the Commonwealth, the Other Party must prepare a draft remediation plan and submit that draft plan to the Commonwealth for approval within 10 Business Days of the request.
- 18.7 A draft remediation plan prepared by the Other Party under clause 18.6 must include the following information:
- (a) how the Other Party will address the Significant Event in the context of the Engagement, including confirmation that the implementation of the remediation plan will not in any way impact on the delivery of the Engagement or compliance by the Other Party with its other obligations under this Deed
  - (b) how the Other Party will ensure events similar to the Significant Event do not occur again; and
  - (c) any other matter reasonably requested by the Commonwealth.
- 18.8 The Commonwealth will review the draft remediation plan and either approve the draft remediation plan or provide the Other Party with the details of any changes that are required. The Other Party must make any changes to the draft remediation plan reasonably requested by the Commonwealth and resubmit the draft remediation plan to the Commonwealth for approval within 3 Business Days of the request unless a different timeframe is agreed in writing by the Commonwealth. This clause 18.8 will apply to any resubmitted draft remediation plan.
- 18.9 Without limiting its other obligations under this Deed, the Other Party must comply with the remediation plan as approved by the Commonwealth. The Other Party agrees to provide reports and other information about the Other Party's progress in implementing the remediation plan as reasonably requested by the Commonwealth.
- 18.10 A failure by the Other Party to comply with its obligations under this clause 18 will be a material breach of this Deed. The Commonwealth's rights under this clause 18 are in addition to and do not otherwise limit any other rights the Commonwealth may have under this Deed. The performance by the Other Party of its obligations under this clause 18 will be at no additional cost to the Commonwealth.

## **19. TERMINATION, REDUCTION OR AMENDMENT TO SCOPE WITHOUT DEFAULT**

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- 19.1 The Commonwealth may terminate this Deed, or reduce or amend the scope of the Engagement upon notice in writing to the Other Party.
- 19.2 A notice issued in accordance with clause 19.1 may provide that termination, reduction or amendment is to be effective:
- (a) immediately; or
  - (b) on any date subsequent to the date the notice is provided in writing to the Other Party (the **Effective Date**).
- 19.3 If this Deed is terminated under clause 19.1, the Commonwealth is liable only for payment of Fees for work performed in carrying out the Engagement before the Effective Date of termination as set out in the notice, provided that such work has been rendered in accordance with this Deed and the Other Party is not otherwise in breach of this Deed.
- 19.4 If the Commonwealth, acting in good faith, issues a notice of reduction in scope under clause 19.1, the scope will be reduced in accordance with, and with effect from the date of, the notice and the Other Party will comply with any reasonable directions given by the Commonwealth in connection with the reduction in scope.
- 19.5 If the Commonwealth issues a notice in accordance with clause 19.1, it will pay the Other Party for Services performed before the date of the termination or reduction.

## 20. TERMINATION FOR DEFAULT

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- 20.1 Without prejudice to its rights at common law or under any statute, the Commonwealth may by notice to the Other Party, terminate this Deed if:
- (a) an Insolvency Event occurs in respect of the Other Party;
  - (b) the Commonwealth is entitled to terminate this Deed in accordance with clause 20.2, 20.3 or 20.4;
  - (c) the Other Party fails to commence performance of this Deed, or to proceed at a rate of progress, so as to ensure the due and proper performance of this Deed; or
  - (d) without the prior written approval of the Commonwealth, there is a change in who controls the Other Party, or who may cast more than 50% of the votes for a resolution at an annual general meeting of its members, or a change in the beneficial ownership of more than 50% of the Other Party's ordinary issued share capital.
- 20.2 Subject to clause 20.3, if:
- (a) the Other Party breaches this Deed; and
  - (b) in the Commonwealth's sole and absolute opinion a breach is capable of being remedied,
- the Commonwealth will give the Other Party 15 Business Days in which to remedy the breach. If after 15 Business Days the breach is not remedied to the satisfaction of the Commonwealth, then the Commonwealth may terminate this Deed under this clause 20.
- 20.3 If the Other Party commits three or more breaches of this Deed, the Commonwealth is not required to give it 15 Business Days to remedy the breach under clause 20.2, and may immediately terminate this Deed under this clause 20.
- 20.4 If:
- (a) the Other Party breaches this Deed; and
  - (b) the Commonwealth determines under clause 20.2 that a breach is not capable of being remedied,
- the Commonwealth may immediately terminate this Deed under this clause 20.

## 21. TERMINATION BY THE OTHER PARTY

---

- 21.1 The Other Party may only terminate this Deed by giving at least 5 Business Days' notice to the Commonwealth and only if:
- (a) the Commonwealth has not paid a correctly rendered invoice and has not notified the Other Party that it disputes the charges specified under an invoice within 60 days of receipt of that invoice; and
  - (b) the Other Party has given the Commonwealth:
    - (i) a first notice 30 days after the due date of the invoice, specifying the failure to pay and giving the Commonwealth at least 30 days to pay the invoice; and
    - (ii) a second notice 15 days after the first notice, referring to the first notice and giving the Commonwealth at least 15 days to pay the invoice,
 or
  - (c) the Other Party has submitted notice to the Commonwealth that it wishes to relinquish the appointment which is the subject of this Deed due to illness or for specific reasons set out in the notice.

## 22. TRANSITION OUT

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- 22.1 In the event of termination or expiration of this Deed for any reason, the Other Party must:
- (a) cease access to and use of the Commonwealth's systems, Deed Material and Commonwealth Material;
  - (b) at the Commonwealth's direction, either return or destroy all:
    - (i) Commonwealth Material;
    - (ii) Deed Material; or
    - (iii) other documents that contain Commonwealth Confidential Information, that may be in the Other Party's possession or control;
  - (c) where requested by the Commonwealth deliver to the Commonwealth a statutory declaration made by the Other Party declaring that to the best of their information and belief (after having made proper inquiries) they have not retained any of the Material specified in clause 22.1(b); and
  - (d) comply with all other obligations in this Deed, including those relating to Commonwealth Material and Deed Material.
- 22.2 The following clauses will survive the expiration or termination of this Deed:
- (a) clause 7 (Insurance);
  - (b) clause 11 (Disclosure of Information);
  - (c) clause 12 (Privacy);
  - (d) clause 14 (Security);
  - (e) clause 15 (Access to Premises and Records);
  - (f) clause 16 (Audit Requirements);
  - (g) this clause 22 (Transition Out); and
  - (h) clause 32 (Applicable Law).
- as well as any other provision which by its nature is intended, either expressly or implicitly, to survive the expiration or termination of this Deed.

## 23. WARRANTIES

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- 23.1 The Other Party warrants that:
- (a) it is duly authorised to enter into, perform and observe its obligations under this Deed;
  - (b) its execution of this Deed is valid and binding on it; and
  - (c) it is not entering into this Deed as a trustee for any trust.

## 24. COMPLIANCE WITH DIRECTIONS

---

- 24.1 In undertaking the Engagement, the Other Party and the Appointee must comply with:
- (a) all reasonable and lawful directions and instructions issued by the Commonwealth, whether they are issued with respect to the Engagement or any other matter which the Commonwealth considers may be reasonably relevant to the Engagement;

- (b) all relevant legislation, codes of practice and national standards relating to work health and safety; and
- (c) all applicable policies and procedures relating to work health and safety, including those that apply to the Commonwealth's premises when using those premises.

24.2 In the event of any inconsistency between any of the legislation, codes, standards, policies or procedures referred to in clause 24.1, the Other Party will comply with the requirements that produce the highest level of health and safety.

## **25. SUPPORT ARRANGEMENTS**

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25.1 The Commonwealth will arrange for the provision of relevant support arrangements as described in the Deed Details for the duration of the Engagement.

## **26. OTHER PARTY TO ENSURE THAT APPOINTEE COMPLIES**

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26.1 Where the Other Party is a company:

- (a) the Other Party must ensure that the Appointee complies with the provisions of this Deed that are stated to apply to the Appointee or capable of applying to the Appointee;
- (b) a reference to the Other Party being required to do something or refrain from doing something is taken to include a reference to the Other Party ensuring that the Appointee also does that thing or refrains from doing that thing.

## **27. PUBLIC ANNOUNCEMENTS**

---

27.1 The Other Party and the Appointee must not make any public announcement or make any representation to any media representative about or concerning this Deed or the Commonwealth without the prior written consent of the Commonwealth, which consent may be given subject to such conditions as the Commonwealth in its absolute discretion thinks fit.

## **28. COMMONWEALTH REPRESENTATIVE**

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28.1 The Commonwealth Representative is responsible for supervision of this Deed on behalf of the Commonwealth and has authority to issue and receive any written notices under this Deed.

## **29. ADDRESSES FOR NOTICES**

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- 29.1 Unless the Other Party advise the Commonwealth Representative of another address for notice, the Commonwealth will issue any notices or other communications for the Other Party's attention to the Other Party's address as listed in the Deed Details
- 29.2 Unless the Commonwealth Representative advises the Other Party of another address for notice, the Other Party will issue any notices or other communications for the Commonwealth's attention to its address as listed in the Deed Details.

## **30. ASSIGNMENT**

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30.1 The Other Party must not assign, in whole or in part, its rights or obligations under this Deed without the prior written consent of the Commonwealth.

## **31. ENTIRE AGREEMENT AND VARIATION**

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31.1 This Deed, which arises from the Instrument of Appointment, constitutes the entire agreement between the parties and supersedes all prior representations, statements, communications, negotiations, arrangements, understandings and agreements, either oral or written, between the parties with respect to the subject matter of this Deed.

- 31.2 No agreement or understanding that varies or extends this Deed will be legally binding upon either party unless in writing and signed by both parties.
- 31.3 If any provision of this Deed is invalid or not enforceable in accordance with its terms, other provisions, which are self-sustaining and capable of separate enforcement with regard to the invalid or unenforceable provision are, and continue to be, valid and enforceable in accordance with their terms.

## 32. APPLICABLE LAW

---

- 32.1 This Deed will be governed by the laws for the time being in force in the Australian Capital Territory.
- 32.2 The Other Party must ensure that the work done under this Deed complies with the laws from time to time in force in the State or Territory in which the Engagement, or any part thereof, is to be carried out.

## 33. COUNTERPARTS

---

- 33.1 Where this Deed is executed in any number of counterparts, all executed counterparts of this Deed all constitute one and the same document.

### Executed as a deed

SIGNED, SEALED and DELIVERED for )  
 and on behalf of the Commonwealth of )  
 Australia, represented by the Assistant )  
 Secretary, Ms Jodi Cassar, Australia's )  
 Disability Strategy Branch, Department of )  
 Health, Disability and Ageing:

\_\_\_\_\_  
*Name of authorised representative*

\_\_\_\_\_  
*Signature*

In the presence of:

\_\_\_\_\_  
*Name of witness*

\_\_\_\_\_  
*Signature of witness*

*Date:*

|  |
|--|
|  |
|--|

SIGNED, SEALED and DELIVERED by )  
**Dr Nick Hartland** )  
 )

\_\_\_\_\_  
*Signature*

In the presence of:

\_\_\_\_\_  
*Name of witness*

\_\_\_\_\_  
*Signature of witness*

*Date:*

This document has been released under  
the Freedom Of Information Act 1982 by  
the Department of Health, Disability and Ageing

OFFICIAL

**SCHEDULE 1 – COMMITTEE MEMBER ONBOARDING FORM (FOR PAYROLL PURPOSES ONLY)***[insert Committee Member Onboarding Form]*

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**SCHEDULE 2 – TAX FILE NUMBER DECLARATION FORM***[insert Tax File Declaration Form]*

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**SCHEDULE 3 – SUPERANNUATION CHOICE FORM***[insert Superannuation Choice Form]*

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**SCHEDULE 4 – PRIVACY CONSENT FORM***[insert Privacy Consent Form]*

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