

# Digital Marketplace work order Specialist

## AGED CARE COVID-19 COMMUNICATIONS

Project 20200318

General		
1.	<b>Authority and context</b>	<p>This work order is issued by the <b>Commonwealth of Australia</b> as represented by the Department of Health ABN 83 605 426 759 (<b>buyer</b>) to 89 Degrees East Pty Ltd ABN 41140993415 (<b>seller</b>) in accordance with the Digital Marketplace Master Agreement 31 May 2019 which relates to the Digital Transformation Agency's Digital Marketplace Panel.</p> <p>In accordance with clause 2 of the Master Agreement, this work order, once executed by both parties, will create a separate contract between the buyer and the seller on the terms of the Master Agreement, the Comprehensive Terms and the terms specified in this work order.</p> <p>Unless the context otherwise provides, defined terms used in this work order have the same meaning as given in the Definitions section of the Master Agreement.</p>
2.	<b>Standing Offer Notice ID</b>	SON3413842
3.	<b>Work order number</b>	Health/19-20/20200318
4.	<b>Buyer cost code GL code</b>	7467-5200001200
5.	<b>Buyer representative</b>	<p>Valerie Spencer  Assistant Secretary, Aged Care  02 6289 9707  Valerie.spencer@health.gov.au</p>
6.	<b>Seller representative</b>	<p>s 47F</p> <p>admin@89degreeseast.com</p>
7.	<b>Project title</b>	Aged Care COVID-19 communications
8.	<b>Work order commencement date</b>	As agreed between the Buyer and the Seller
9.	<b>Term of the work order</b>	<p>The initial term of the work order is up to 30 June 2020.</p> <p>Subject to Item 14 of this work order, the buyer may extend the term of the work order by a further period/s not exceeding 30 June 2021 by giving notice in writing to the seller no later than 30 days prior to the end of the then current term.</p>

Deliverables		
<b>10. Specified personnel</b> <i>MA cl. 10</i>	<p>Specified personnel will be agreed between the Buyer and the Seller, however will consist of the following positions:</p> <ul style="list-style-type: none"> <li>• Director (Senior Strategist)</li> <li>• Senior Consultant</li> <li>• Media Consultant</li> <li>• Digital Strategist</li> <li>• Graphic Designer</li> <li>• Database Support</li> </ul> <p>The buyer must pre-approve:</p> <ul style="list-style-type: none"> <li>• the number of resources and work effort</li> <li>• specific deliverables which may include, without limitation the development of communication artefacts, attending meetings, liaising with stakeholders, Department of Health (the department) personnel and other vendors working for the department as required.</li> </ul> <p>The Buyer may reduce or increase the number of resources and/or work effort or deliverables at any time.</p> <p>The Buyer may at any time request the Seller to remove from work in respect of this contract any of the Specified Personnel or the Seller's personnel. The Seller must promptly arrange for the removal of such Personnel and their replacement in accordance with processes as agreed with the department.</p> <p><u>Additional Services</u></p> <p>Media Training may be required as part of this work order to be agreed between the Buyer and the Seller in writing.</p>	
<b>11. Policies, laws and standards</b> <i>MA cl. 6</i> <i>MA cl. 10</i> <i>MA cl. 17</i> <i>CT cl. 3</i> <i>CT cl. 19</i> <i>CT cl. 22</i>	<p>The Seller must, in supplying deliverables, comply with, and ensure your personnel comply with:</p> <ol style="list-style-type: none"> <li>(a) Producing at their own cost, their current Australian Federal Police National Police clearance certificate (no greater than 12 months old), and if any adverse disclosures are made, satisfactorily pass any assessments of that certificate: and</li> <li>(b) All specified personnel must hold, or have the ability to obtain (ie Australian citizen) a Baseline security clearance;</li> <li>(c) any applicable State or Territory labour hire licensing laws.</li> </ol> <p>The Seller must ensure that all specified personnel uphold the values and behave in a manner that is consistent with the Australian Public Service Values and the APS Code of Conduct, as applicable to their work in connection with this Contract. The APS Values and Code of Conduct are contained in Part 3 of the Public Service Act 1999 (Cth).</p>	
<b>12. Delegation</b> <i>CT cl. 7</i>	Not applicable	
<b>13. Meetings</b>	<p>The parties will meet as agreed between the Buyer and the Seller</p> <p>You must ensure that your representative, and the buyer must ensure that the buyer's representative, is reasonably available to attend the meetings and answer any queries relating to the provision of the services raised by either party.</p>	

		Meetings may be held face to face or via teleconference as agreed between the parties.
<b>Pricing and payment</b>		
<b>14. Contract price and payment schedule</b> <i>MA cl. 12</i>	<p>The total contract price will not exceed \$600,000 GST inclusive.</p> <p><b>s 47</b></p>	
<b>15. Additional costs</b> <i>MA cl.12</i>	<p>The parties agree that the contract price is the sole and exclusive payment for all costs associated with the provision of the deliverables and that you are not entitled to any payment for additional costs in connection with this work order.</p> <p>To avoid doubt and without limitation, you are not entitled to any payment in addition to the contract price for travel.</p> <p><u>Travel</u></p> <p>Subject to (a) below, the department will not pay any travel, accommodation or other fees, charges or expenses unless they have been pre-approved in writing by the department and do not exceed the total amount specified in Table 1 of TD 2019/11 or any replacement Taxation Determination issued by the Australian Taxation Office (exclusive of GST) in total.</p> <p>(a) The seller will be reimbursed for the travel and related accommodation at non-SES rates where they are pre-approved in writing by the department. All air travel should be booked in economy class using the Lowest Practical Fare Policy (detailed on the department of Finance website). The seller must submit an invoice for those expenses and the department will reimburse the seller in accordance with the invoicing procedures set out in Item 16 of this work order.</p> <p>Where applicable specified personnel must comply with the department's travel policies and procedures.</p>	
<b>16. Invoicing</b> <i>MA cl. 12</i>	<p>An invoice will be taken to be correctly rendered if the amount claimed in the invoice is due for payment under this work order and:</p> <p>(a) the invoice contains:</p> <ul style="list-style-type: none"> <li>(i) the work order reference number;</li> <li>(ii) the Purchase Order number (tba);</li> <li>(iii) the deliverables related to the amounts being claimed;</li> <li>(iv) the name of the buyer's representative;</li> <li>(v) the seller's ABN (if applicable);</li> <li>(vi) the seller's bank account details for payment; and</li> <li>(vii) such other information as the buyer from time to time requires; and</li> </ul>	

		<p>(b) the invoice is in the form of a valid tax invoice, where the seller is registered for GST;</p> <p>(c) the details of the amount of time spent by each person; and</p> <p>(d) the invoice is accompanied, where required, by reasonable documentation that provides evidence that the deliverables have been performed and/or that any additional costs claimed are payable.</p> <p>Invoices must be provided to <a href="mailto:APInvoices@health.gov.au">APInvoices@health.gov.au</a> and cc'd to <a href="mailto:Tania.browne@health.gov.au">Tania.browne@health.gov.au</a></p>
17.	<b>Timesheets</b>	<p>Individual personnel must not work more than the agreed hours per week each (see item 10) and in supplying the deliverables:</p> <p>You must:</p> <p>(a) ensure, for each week that the deliverables are provided, your personnel record their work effort and deliverables;</p> <p>(b) complete and maintain timesheet(s) in a form acceptable to the buyer's representative to record the actual level of effort provided by each of your personnel;</p> <p>(c) submit the timesheets to the buyer's representative on a weekly basis for endorsement by the buyer's representative, or their nominated delegate; and</p> <p>(d) attach a copy of each endorsed timesheet to your invoice for the relevant deliverable.</p> <p>For the purpose of subclause (a and b) above, the timesheet must, at minimum, identify the personnel and incorporate:</p> <p>(a) reference to the work order number and period covered by the timesheet;</p> <p>(b) the statement "I certify the deliverables have been performed as recorded above and in accordance with work order number ...", and provide space to record the date and the signature, printed name and position of an authorised seller representative; and</p> <p>(c) the statement "The deliverables recorded in this timesheet were rendered in accordance with the requirements of the relevant agreement and work order" and provide space to record the date, signature, printed name, and position of the buyer's representative.</p> <p>The buyer will not be liable to pay any amounts where timesheets show your personnel working more than the agreed hours per week, unless prior written approval has been given by the buyer's representative.</p> <p><u>Reduced activity period</u></p> <p>All ACT public holidays and the department shutdown from 25 December until 1 January, inclusive, unless preapproved by the Director or Assistant Secretary of the relevant business area.</p> <p><u>Leave</u></p> <p>Contractor's annual leave will be discussed with relevant business line Director or Assistant Secretary prior to taking extended leave.</p>
<b>Other provisions</b>		
18.	<b>Order material that is software or standard form documentation relating to that software</b>	Intellectual property vests in the buyer on creation.

	MA cl. 8													
19.	<b>Intellectual property register</b> CT cl. 12	The department owns the Intellectual Property Rights in Contract Material.  An intellectual property register is not required.												
20.	<b>Confidential information</b> MA Definitions MA cl. 16 CT cl. 21	<div>The parties agree that the following information is confidential information for the purposes of this work order:</div> <table><tr><th>Item</th><th>Reason for confidentiality</th><th>Party for whom information is confidential</th><th>Period of confidentiality</th></tr><tr><td>Department data</td><td>Sensitive material</td><td>Seller</td><td>Perpetual</td></tr><tr><td>Department material</td><td>Sensitive material</td><td>Seller</td><td>Perpetual</td></tr></table>	Item	Reason for confidentiality	Party for whom information is confidential	Period of confidentiality	Department data	Sensitive material	Seller	Perpetual	Department material	Sensitive material	Seller	Perpetual
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Optional clauses														
21.	<b>Reports</b>	You must provide the reports as agreed between the Buyer and the Seller.												
22.	<b>Confidentiality undertaking</b> MA cl. 16	As soon as practicable following the contract commencement date, the Seller's specified personnel must provide confidentiality undertakings in the form attached ( <b>Attachment 2</b> ) to this work order or otherwise prescribed by the buyer.												
23.	<b>Insurance</b> MA cl. 6	<div>You must obtain and maintain the following insurances:</div> <table><tr><th>Type</th><th>Minimum limits</th><th>Period of insurance</th></tr><tr><td>Public Liability Insurance</td><td>\$10,000,000 in aggregate</td><td>Until expiry or termination of this work order</td></tr><tr><td>Professional Indemnity</td><td>\$1,000,000 in aggregate</td><td>Until expiry or termination of this work order</td></tr><tr><td>Worker's Compensation Insurance</td><td>For an amount required by the relevant State or Territory legislation</td><td>Until expiry or termination of this work order</td></tr></table> <div>If requested by the buyer, you must provide current relevant confirmation of insurance documentation from your insurers or insurance brokers certifying that you have insurance as required by the work order and clause 6 of the Master Agreement.</div>	Type	Minimum limits	Period of insurance	Public Liability Insurance	\$10,000,000 in aggregate	Until expiry or termination of this work order	Professional Indemnity	\$1,000,000 in aggregate	Until expiry or termination of this work order	Worker's Compensation Insurance	For an amount required by the relevant State or Territory legislation	Until expiry or termination of this work order
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24.	<b>Security clearance</b> MA cl. 10	All specified Personnel must hold, or have the ability to obtain (ie Australian citizen) a Baseline security clearance.												
25.	<b>Indigenous Procurement Policy</b>	<div>You must use reasonable endeavours to increase your:</div> <div>(a) purchasing from Indigenous enterprises; and</div> <div>(b) employment of Indigenous Australians,</div> <div>in the provision of the deliverables.</div>												

		<p>Purchases from Indigenous enterprises may be in the form of engagement of an Indigenous enterprise as a subcontractor, and use of Indigenous suppliers in the seller's supply chain.</p> <p>In this clause, "Indigenous enterprise" means an organisation that is 50 per cent or more Indigenous owned that is operating a business.</p>
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FREEDOM OF INFORMATION ACT 1982 (CTH)

Signing this work order means a contract is created between the buyer and seller as described in the Master Agreement

**Buyer signatures**

**Buyer's authorised officer**  
s22

**Witness**  
s 22

s22

\_\_\_\_\_  
Name

DIRECTOR, AGED CARE

Position

19 MARCH 2020

Date

19 MARCH 2020

Date

**Seller signatures**

**Seller's authorised officer**  
s 47F

**Witness**

\_\_\_\_\_  
Name

BUSINESS MANAGER

Position

\_\_\_\_\_  
Name

19/3/2020

Date

19/3/2020

Date

s 22