



HIGH COURT OF AUSTRALIA

REQUEST FOR TENDER

REQUEST FOR TENDER IN RELATION TO THE PROCUREMENT OF INTERNAL
AUDIT SERVICES

The Commonwealth of Australia as represented by the High Court of
Australia

ABN 69 445 188 986

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REQUEST FOR TENDER

REQUEST FOR TENDER IN RELATION TO THE PROCUREMENT OF INTERNAL AUDIT SERVICES

1. Introduction

1.1. Approach to market

1.1.1. The High Court invites Tenders for the provision of internal audit services in accordance with this Request for Tender (RFT).

1.1.2. A summary of the High Court and a detailed description of the Supplies are set out in Schedule 1.

1.2. Key terms

1.2.1. The following table sets out the details of some key terms used in this RFT:

Closing Time	2:00pm Canberra time on Wednesday 10 February 2021
Contact Officer	Margaret Baird Chief Finance Officer The High Court of Australia Parkes Place, PARKES ACT 2600 InternalAuditTender2021@hcourt.gov.au
Deadline for Submission of Tenderers' Questions	2:00pm Canberra time on Friday 5 February 2021
Draft Contract High Court	the document set out in Schedule 3 Commonwealth of Australia as represented by the High Court of Australia
High Court's tender web page	Means the web page at the following link - http://www.hcourt.gov.au/about/tenders
Offer Period	90 days after the Closing Time
Supplies	the internal audit services set out in Schedule 1
Tender	any Tender submitted in response to this RFT
Tender Box	by email to InternalAuditTender2021@hcourt.gov.au
Tender Response Forms	the Tender Response Forms set out in Schedule 2
Tenderer	any entity which submits a Tender or, where the context requires, is proposing to submit a Tender

1.3. Form of contract

1.3.1. The High Court proposes to enter into a contract with the successful Tenderer substantially in the form of the Draft Contract.

1.4. Governing law

1.4.1. This RFT is to be construed in accordance with, and any matter related to it is to be governed by, the law of the Australian Capital Territory.

2. Obtaining RFT documentation

2.1. RFT availability

2.1.1. This RFT is available on the High Court's tender web page.

2.1.2. Entities proposing to lodge a response are requested to register with the Contact Officer to facilitate communications regarding this RFT. Communications regarding this EOI will also be posted on the High Court's tender web page.

3. Lodging Tenders

3.1. Electronic lodgement

3.1.1. Tenders must be lodged electronically via the High Court's website before the Closing Time and in accordance with the tender response lodgement procedures set out in this RFT.

3.2. Tender closing time and date

3.2.1. Tenders must be lodged before the Closing Time. Respondents must allow sufficient time to upload and transmit their response.

3.3. Preparing to lodge a Tender

3.3.1. The High Court will accept Tenders lodged in Microsoft Word 2000 (or above), Microsoft Excel 2000 (or above) or PDF format.

3.3.2. The Tender file name/s:

- a. should incorporate the Tenderer's company name; and
- b. should reflect the various parts of the Tender they represent, where the Tender comprises multiple files.

3.3.3. Tenders must be completely self-contained. No hyperlinked or other material may be incorporated by reference.

3.4. Scanned or imaged material, including Statutory Declarations

3.4.1. In the event that the High Court requires clarification of a lodged Tender, the Tenderer may be required to courier or security post the originals of signed and/or initialled pages to High Court addressed to the Contact Officer and within the timeframe specified by the High Court.

3.5. Late lodgement policy

- 3.5.1. Any Tender (including a Tender already received by the High Court at a point other than the nominated Tender Box) will be deemed to be late if it is not lodged in accordance with paragraph 3.1.1.
- 3.5.2. Subject to paragraph 3.5.3, the High Court will not admit a late Tender to evaluation.
- 3.5.3. The High Court will admit to evaluation any Tender that was received late solely due to mishandling by the High Court. For the avoidance of doubt, 'mishandling by the High Court' does not include mishandling by a courier or mail service provider engaged by the Tenderer to deliver the Tender. It is the responsibility of each Tenderer to ensure that their Tender is dispatched and lodged in accordance with paragraph 3.1.1.

4. Additional information and variations to the RFT documentation

4.1. Requests for Additional Information

- 4.1.1. Requests for further information in relation to this RFT must be directed in writing to the Contact Officer by the Deadline for Submission of Tenderers' Questions.
- 4.1.2. Subject to paragraph 7.5, the only point of contact for all matters relating to this RFT and the RFT process is the Contact Officer.
- 4.1.3. The High Court will determine what, if any, response should be given to a Tenderer question. The High Court may circulate Tenderer questions and the High Court's response to those questions to all other Tenderers without disclosing the source of the questions or revealing any confidential information of a Tenderer via the High Court's tender web page. Tenderers should identify in their question what, if any, information in the question the Tenderers consider is confidential. Inappropriate identification of information as confidential will be considered by the High Court when determining what, if any, response will be given.
- 4.1.4. If a Tenderer believes it has found a discrepancy, error, ambiguity, inconsistency or omission in this RFT or any other information given or made available by the High Court, the Tenderer should promptly notify the Contact Officer setting out the error in sufficient detail so that the High Court may take the corrective action, if any, it considers appropriate.

4.2. Variation of the RFT

- 4.2.1. The High Court may amend this RFT or vary or suspend the RFT process at any time, including but not limited to the timeframes and dates set out in this RFT.
- 4.2.2. If the High Court does so prior to the Closing Time, the High Court will issue a formal addendum to the RFT via the High Court's tender web page or email.

4.3. Termination of the RFT

4.3.1. The High Court may terminate the RFT process at any time at the High Court's absolute discretion.

4.4. Errors & alterations

4.4.1. Tenderers should ensure that any errors or alterations made to a Tender are clearly identified and, where appropriate, initialled. Any alteration or erasure made to a Tender that is not clearly identified may result in the Tender being excluded from consideration.

4.4.2. Tenders in which prices are not clearly and legibly stated may be excluded from consideration.

4.4.3. If the High Court considers that there are unintentional errors of form in a Tender, the High Court may request the Tenderer to correct or clarify the error but will not permit any material alteration or addition to the Tender.

5. Information management

5.1. The High Court's confidential information

5.1.1. Tenderers must not, and must ensure that their employees, agents or subcontractors do not, either directly or indirectly record, divulge or communicate to any person any confidential information concerning the affairs of the High Court, the Commonwealth or a third party acquired or obtained in the course of preparing a Tender, or any documents, data or information provided by the High Court and which the High Court indicates to Tenderers is confidential or which Tenderers know or ought reasonably to know is confidential.

5.1.2. The High Court may require that all written information (whether confidential or otherwise and without regard to the type of media on which such information was provided to Tenderers) provided to Tenderers (and all copies of such information made by Tenderers) be:

- a. returned to the High Court - in which case Tenderers will be required to promptly return all such information to the address identified by the High Court; or
- b. destroyed by Tenderers - in which case Tenderers will be required to promptly destroy all such information and provide High Court with written certification that the information has been destroyed.

5.1.3. The High Court may exclude from further consideration any Tender lodged by a Tenderer who has engaged in any behaviour contrary to paragraph 5.1.

5.2. Tenderer's confidential information

5.2.1. Subject to paragraphs 5.2.2 and 5.2.3, the High Court will treat as confidential all Tenders submitted by Tenderers in connection with this RFT.

- 5.2.2. The High Court will not be taken to have breached any obligation to keep information provided by Tenderers confidential to the extent that the information:
- a. is disclosed by the High Court to its advisers, officers, employees or subcontractors solely in order to conduct the RFT process or to prepare and manage any resultant contract;
 - b. is disclosed to the High Court's internal management personnel, solely to enable effective management or auditing of the RFT process;
 - c. is disclosed by the High Court to other emanations of the Commonwealth for the proper purposes of the Commonwealth;
 - d. is authorised or required by law to be disclosed; or
 - e. is in the public domain otherwise than due to a breach of the relevant obligations of confidentiality.

Tenderers should also refer to paragraphs 6.3.1.c to d.

- 5.2.3. The High Court will only keep information contained in, or obtained or generated in performing, any contract entered into with the successful Tenderer, including any information sourced from the successful Tenderer's Tender, confidential in accordance with the terms of the contract. Tenderers should include in Attachment 7: Statement of Compliance in Schedule 2 any request for such information to be treated as confidential following the award of contract to it.

5.3. Use of Tender documents

- 5.3.1. All Tenders become the property of the High Court upon submission.
- 5.3.2. Notwithstanding paragraph 5.3.1 and without prejudice to anything agreed in any subsequent contract, ownership of intellectual property in the information contained in a Tender remains unchanged.
- 5.3.3. However, the High Court may use any material contained in a Tender, or otherwise provided by the Tenderer, for the purposes of the RFT process and the preparation and management of any resultant contract.

6. Policy and law

6.1. Ethical dealing

- 6.1.1. The High Court may exclude from consideration any Tender lodged by a Tenderer that has engaged in any behaviour contrary to its declaration in Attachment 2: Tenderer's Deed in Schedule 2. In addition, the High Court may refer the matter to relevant Commonwealth, State or Territory authorities. This right is in addition to any other remedies the High Court may have under law or in any contract with a successful Tenderer.

6.2. Conflicts of interest

6.2.1. Tenderers should represent and declare in Attachment 2: Tenderer's Deed in Schedule 2 whether, at the time of lodging their Tender, a conflict of interest concerning itself or a related entity exists, or might arise during the term of the contract or in relation to the Tender.

6.2.2. If a conflict of interest arises, the High Court may:

- a. exclude the Tender from further consideration;
- b. enter into discussions to seek to resolve the conflict of interest; or
- c. take any other action it considers appropriate.

6.3. Application of law and Commonwealth policy

6.3.1. Tenderers are considered to have familiarised themselves with all relevant Commonwealth legislation and policies relating to the RFT process and the provision of the Supplies including:

- a. the *High Court Act 1979* (Cth) which allows the Auditor-General to inspect and audit the accounts and records of financial transactions relating to the administration of the affairs of the High Court
- b. Division 137.1 of the *Criminal Code* which makes it an offence to knowingly provide false or misleading information to a Commonwealth entity;
- c. the *Freedom of Information Act 1982* (Cth) which requires Australian Government departments and agencies to provide access to certain documents in their possession;
- d. the *Ombudsman Act 1976* (Cth) which authorises the Ombudsman to investigate the administrative actions of Australian Government departments and agencies and to investigate the actions of certain Australian Government contractors;
- e. the *Privacy Act 1988* (Cth) which aims to ensure that contractors and their subcontractors do not engage in an act or practice that would breach an Australian Privacy Principle under the *Privacy Act* (Cth) if done by the Commonwealth. The *Privacy Act* (Cth) also imposes obligations directly on contractors and subcontractors;
- f. the *Work Health and Safety Act 2011* (Cth) which requires a person conducting a business or undertaking to ensure the health and safety of all workers; and
- g. the *Public Interest Disclosure Act 2013* (Cth) which aims to promote the integrity and accountability of the Commonwealth public sector.

6.3.2. More information on policies relevant to the Supplies are set out in Schedule 1.

6.4. Workplace Gender Equality

6.4.1. Tenderers must indicate in the Tenderer's Deed (see Attachment 2: Tenderer's Deed in Schedule 2), whether or not they are a 'relevant employer' under the WGE Act and, if applicable, provide a current letter of compliance as part of their Tender submission, or if selected as the preferred or successful Tenderer, upon request from the High Court and prior to entering into any contract.

6.5. Modern Slavery Laws

- 6.5.1. Respondents must ensure that in performing its obligations in connection with the Tender that it and its personnel:
- a. Do not engage in any conduct that contravenes any Modern Slavery Laws; and
 - b. Provide all assistance required by the High Court to fulfil its obligations; including reporting obligations, under the Modern Slavery Act 2018 (Cth).

7. Matters concerning Tender response

7.1. Tender response requirements

7.1.1. Tenderers should address each of the evaluation criteria specified in the table below by completing the Tender Response Forms contained in Schedule 2. Tenderers may include additional information in their Tenders, however the Tenderer's response to each of the Tender Response Forms will form the basis of the evaluation. Each Tender Response Form should commence on a new page.

Item	Evaluation Criterion	Required Information	Ranking or Weighting (if applicable)	Tenderer Checklist
1	Supplies delivery	Tenderers should provide details of how they would provide the Supplies (including the ability to deliver insight and value) by completing: <ul style="list-style-type: none">• Attachment 3: Supplies Delivery in Schedule 2• table 1 in Attachment 7: Statement of Compliance in Schedule 2.	55%	

2	Tenderer's experience and key personnel	Tenderers should provide details of their experience and key personnel by completing Attachment 4: Tenderer's Experience in Schedule 2.	45%	
3	Pricing information (see also paragraph 8.1 of this RFT)	Tenderers should complete the price schedule at Attachment 5: Price Schedule in Schedule 2.	N/A	
4	Financial viability	Tenderers should complete the Attachment 6: Financial Viability Questionnaire in Schedule 2.	N/A	
5	Tenderer's compliance with the Draft Contract	Tenderers should indicate their compliance with the Draft Contract by completing table 2 Attachment 7: Statement of Compliance in Schedule 2.	N/A	
6	Respondent's Deed	Tenderer's should complete and return Attachment 2	N/A	

7.1.2. Tenderers should provide their details by completing the form at Attachment 1: Tenderer's Details in Schedule 2.

7.1.3. Tenderers must complete and execute the Attachment 2: Tenderer's Deed in Schedule 2.

7.2. Tenderers to inform themselves

7.2.1. Information in this RFT concerning current or past requirements, volumes, location, environment or other relevant matters has been prepared from information available to the High Court and may not have been independently verified. Such information may be based on projections from information on available historical information which may not be accurate and may assume trends or events or other matters that may not be valid or eventuate as and when expected or at all. In addition, the High Court does not guarantee that this information will remain true at any future point in time.

7.2.2. The High Court has no liability to any Tenderer should any information or material provided with respect to this RFT or the Supplies be inaccurate or

incomplete or if actual volumes, locations, environments or other relevant matters vary from the High Court's current expectations.

7.2.3. Tenderers are considered to have:

- a. examined this RFT, including any variations or addenda to the RFT, any documents referenced in this RFT and any other information made available by the High Court to Tenderers for the purpose of Tendering;
- b. examined all further information which is obtainable by the making of reasonable inquiries relevant to the risks, contingencies, and other circumstances having an effect on their Tenders;
- c. satisfied themselves as to the correctness and sufficiency of their Tenders including Tendered prices;
- d. made their own independent assessments of actual workload requirements under any resultant contract and all prices will be presumed by the High Court to have been based upon Tenderers' own independent assessments; and
- e. satisfied themselves as to the terms and conditions of the Draft Contract and their ability to comply with the Draft Contract, subject to their responses to Attachment 7: Statement of Compliance in Schedule 2.

7.2.4. In preparing their Tenders, Tenderers must not rely on:

- a. any representation, letter, document or arrangement, whether oral or in writing, or other conduct as adding to or amending this RFT other than amendments in accordance with paragraph 4; or
- b. any warranty or representation made by or on behalf of the High Court, except as are expressly provided for in this RFT.

7.2.5. The High Court will not be responsible for any costs or expenses incurred by Tenderers in complying with the requirements of this RFT.

7.3. Disclaimer

7.3.1. This RFT is an invitation to treat and is not to be taken to be or relied upon as an offer capable of acceptance by any person or as creating any form of contractual (including a process contract), quasi contractual, restitutionary or promissory estoppel rights, or rights based on similar legal or equitable grounds, whether implied or otherwise.

7.3.2. The High Court is not liable to any Tenderer on the basis of any contract or other understanding (including any form of contractual, quasi contractual, restitutionary or promissory estoppel rights, implied obligations or rights based on similar legal or equitable grounds) whatsoever, or in negligence, as a consequence of any matter relating or incidental to this RFT, the procurement of any or all of the Supplies or a Tenderer's participation in this RFT process, including instances where:

- a. a Tenderer is not invited to participate in any subsequent process as part of or following completion of this RFT process;
- b. the High Court varies the RFT process;
- c. the High Court elects to enter into a contract for all or any of the Supplies with any party, whether or not that party was a Tenderer in this RFT process;
- d. the High Court decides to terminate the RFT process or not to contract for all or any of the Supplies; or
- e. the High Court exercises or fails to exercise any of its other rights under or in relation to this RFT.

7.4. Offers and acceptance of offer

- 7.4.1. Lodging a Tender will constitute an offer by the Tenderer to provide the Supplies on the terms and conditions set out in the Draft Contract, subject to any exceptions noted in its response to Attachment 7: Statement of Compliance in Schedule 2 for a period of not less than the Offer Period.
- 7.4.2. A Tender will not be taken to have been accepted until a formal contract has been executed by the Tenderer and the High Court. Notice by the High Court to any Tenderer that it is, or is not, a preferred or successful Tenderer will not constitute an acceptance or rejection of any Tender.

7.5. Complaints

- 7.5.1. Any complaints arising out of the RFT process should be directed to the Complaints Officer:
Ben Wickham
enquiries@hcourt.gov.au

8. General matters

8.1. Prices and units

- 8.1.1. The Tender must be written in English.
- 8.1.2. All measurements must be expressed in Australian legal units of measurement.
- 8.1.3. Tendered prices should be inclusive of:
 - a. GST (as defined in section 195-1 of the *A New Tax System (Goods and Services Tax) Act 1999* (Cth));
 - b. all costs of complying with this RFT; and
 - c. all costs associated with doing all things necessary for the due and proper completion of the proposed contract.
- 8.1.4. Tenderers from the public sector should note that Competitive Neutrality requires that Government businesses should not enjoy net competitive

advantages over their private sector competitors by virtue of public sector ownership.

- 8.1.5. Tenderers from the public sector should demonstrate in their pricing that Competitive Neutrality requirements have been met, including:
- a. payment of relevant taxes and charges;
 - b. rates of return; and
 - c. cost of funds.
- 8.1.6. Australian Government policy requires Australian Government agencies to effect payment to its suppliers via electronic funds transfer direct to suppliers' bank accounts, unless exceptional circumstances exist where a supplier has limited access to banking facilities in remote areas.

9. Evaluation of Tenders

9.1. Evaluation process

- 9.1.1. Following the Closing Time, Tenders will be evaluated to identify the Tender that represents best value for money on the basis of the evaluation criteria set out in paragraph 7.1.1 and taking into account relevant Commonwealth policy and this RFT. Value for money is a comprehensive assessment involving a comparative analysis of the relevant financial and non-financial costs and benefits of the Tenders, including an assessment of risk.
- 9.1.2. In conducting the evaluation, the High Court may take into account information provided by a Tenderer in response to one evaluation criterion in its evaluation of another evaluation criterion.
- 9.1.3. The evaluation criteria are not specified in any order of importance. If any additional evaluation criteria are intended to be applied in evaluating Tenders, the High Court will notify Tenderers who will be given an opportunity to respond.
- 9.1.4. The High Court may at any time exclude a Tender from consideration if the High Court considers that the Tender is incomplete or clearly not competitive. However, the High Court may consider such Tenders and seek clarification in accordance with paragraph 9.6.
- 9.1.5. The High Court is not bound to accept the lowest priced (or any) Tender.

9.2. Security, probity and other checks

- 9.2.1. The High Court may perform such security, probity and financial investigations and procedures as the High Court may determine are necessary in relation to Tenderers, their employees, officers, partners, associates, subcontractors or related entities and their officers, employees and subcontractors.
- 9.2.2. Tenderers should promptly provide the High Court with such information or documentation that the High Court requires in order to undertake such investigations. The High Court may exclude a Tender from further

consideration if the Tenderer does not promptly provide all reasonable assistance to the High Court in this regard, or based on the outcomes of the investigations or procedures.

9.2.3. The Tender evaluation process may involve:

- a. visits to some or all Tenderers' sites; or
- b. discussions with, and/or visits to, customers or subcontractors of some or all Tenderers, whether or not the customers are provided as referees by the relevant Tenderer.

The High Court may also make independent enquiries about any matters that may be relevant to the evaluation of a Tender.

9.3. Minimum Content and Format Requirements

9.3.1. Subject to paragraph 4.4.3, the High Court will exclude a Tender from further consideration if the High Court considers that the Tender does not comply with any one or more of the following requirements:

- a. the Tender is written in English (see paragraph 8.1.1);
- b. measurements are expressed in Australian legal units of measurement (see paragraph 8.1.2); and
- c. the Tender includes a completed and signed Tenderer's Deed in the form provided (see Attachment 2: Tenderer's Deed in Schedule 2).

9.4. Conditions for participation

9.4.1. The High Court will exclude a Tender from further consideration if at any time before a contract is executed the High Court considers that the Tenderer does not meet any one or more of the following conditions for participation:

- a. the Tenderer exists as a legal entity at the Closing Time.

9.5. Essential requirements

9.5.1. There are no essential requirements.

9.6. Clarification, short-listing and negotiations

9.6.1. The High Court may:

- a. use any relevant information obtained in relation to a Tender (provided in the Tender itself, otherwise through this RFT or by independent inquiry) in the evaluation of Tenders;
- b. seek clarification or additional information from any Tenderer for the purposes of Tender evaluation;
- c. shortlist one or more Tenderers and seek further information from them;
- d. enter into negotiations or discussions with one or more Tenderers; or

- e. discontinue negotiations or discussions with a Tenderer, whether or not the Tenderer has been notified that it is the preferred Tenderer.
- 9.6.2. Tenderers should nominate in their Tender a person for the purpose of responding to any clarification requests which may arise during Tender evaluation or receiving other notices during the RFT process. Tenderers should include the name, address and contact details of that person in the form at Attachment 1: Tenderer's Details in Schedule 2. The person nominated by the Tenderer must be authorised to represent and bind the Tenderer in relation to this RFT.

10. Other Matters

10.1. Public Statements

- 10.1.1. Except with the prior written approval of the High Court, Tenderers must not make a statement, issue any document or material or provide any other information for publication in any media, concerning Tender evaluation, the acceptance of any Tender, commencement of negotiations, creation of a shortlist, or notification that a Tenderer is the preferred Tenderer.
- 10.1.2. The High Court may exclude a Tender from further consideration if the Tenderer does not comply with this requirement.

10.2. Additional Rights of the High Court

- 10.2.1. Without limiting other rights contained in this RFT, the High Court may do any or all of the following at any time:
- a. seek amended Tenders or call for new Tenders;
 - b. forward any clarification about this RFT to all known Tenderers on a non attributable basis and without disclosing any confidential information of a Tenderer;
 - c. allow or not allow another legal entity to take over a Tender in substitution for the original Tenderer, including where an event occurs that has the effect of substantially altering the composition or control of the Tenderer or the business of the Tenderer; and
 - d. negotiate with one or more persons who have not submitted Tenders or enter into a contract or other binding relationship for similar services to the Supplies outside the RFT process.
- 10.2.2. Disclosure to Tenderers of any information concerning this RFT process is at the complete discretion of the High Court unless expressly provided otherwise in this RFT.

10.3. Debriefing

- 10.3.1. Tenderers may request an oral Tender debriefing following the award of a contract. Tenderers requiring a debriefing should contact the Contact Officer.

- 10.3.2. Tenderers will be debriefed against the evaluation criteria set out in this RFT. A Tenderer will not be provided with information concerning other Tenders, except for publicly available information such as the name of the successful Tenderer and the total price of the winning Tender. No comparisons with other Tenders will be made.

SCHEDULE 1 STATEMENT OF REQUIREMENT

1. Overview

1.1. Structure of the High Court

- 1.1.1. The High Court of Australia is the highest court in the Australian judicial system. It was established in 1901 by section 71 of the Constitution.

The Constitution confers both an appellate and an original jurisdiction upon the High Court. Appeals from the supreme courts of the states and territories, from the Federal Court of Australia and from the Family Court of Australia are heard pursuant to special leave granted. The High Court is also the final arbiter upon constitutional questions. These may come on appeal from a lower court or be initiated by an application to the High Court itself.

The High Court consists of seven Justices, each appointed until the age of 70. The Justices administer the affairs of the Court pursuant to section 17 of the *High Court of Australia Act 1979* (Cth). The Justices are assisted in that task by the Chief Executive and Principal Registrar (CE&PR) and by senior staff of the Court. The Justices usually hold a Court Business Meeting with the CE&PR in each sitting period. Committees made up of Justices and senior staff deal with matters including Finance, Audit, Information Technology, Rules, Communications, Library, Archives, Artworks and the production of the Annual report, and make recommendations to the Court Business Meeting.

The High Court is not a Commonwealth entity for the purposes of the *Public Governance, Performance and Accountability Act 2013*.

1.2. Summary of Supplies

- 1.2.1. The High Court is seeking internal audit services to provide independent assurance that the High Court's risk management, governance and internal control processes are operating effectively.
- 1.2.2. The internal audit services provider will be required to provide independent, objective assurance and consulting services designed to add value and improve the High Court's operations, in a manner that conforms to the Institute of Internal Auditors' International Professional Practices Framework (IPPF).
- 1.2.3. The High Court's administrative services are divided into four branches namely: Registry, Public Information, Library and Corporate Services.

2. Required Supplies

2.1. Description of the Supplies

- 2.1.1. The internal audit services provider will provide the following services:
- a. develop a three-year strategic program of internal audits in line with internal auditing standards and an Audit Charter;
 - b. develop an annual internal audit plan;

- c. assist the Audit Committee in fulfilling its responsibilities of providing advice to the Court on the appropriateness of the High Court's financial reporting, risk oversight and management, and internal controls; and
 - d. deliver at least two internal audits per annum identified in the three-year program of work in a professional and timely manner.
- 2.1.2. The High Court may elect to engage the services of separate, independent audit provider/s to undertake specialised audit services identified in the three-year audit program.

2.2. Indicative Time Frame

- 2.2.1. The resultant contract is expected to commence in March 2021 and conclude in March 2024.
- 2.2.2. Short-listed Tenderers will be contacted by Friday 12 February 2020 to request:
- a. they attend an interview with members of the Evaluation Panel on 16 February 2021
 - b. contact details for two referees.
- 2.2.3. The above time frame is indicative only, noting paragraph 4.2.1 of this RFT.

3. Essential Requirements

3.1. Essential Requirements

- 3.1.1. There are no essential requirements.

4. Policies and standards relevant to the Supplies

4.1. Standards

- 4.1.1. The Supplies must comply with all applicable Australian standards, including the following:
- a. Audits undertaken in accordance with the Institute of Internal Auditors' International Professional Practices Framework (IPPF);
 - b. Audits conducted in accordance with the Australia Accounting Standards.

SCHEDULE 2 TENDER RESPONSE FORMS

Tenderers should ensure that their Tenders include, as a minimum, each of the Tender Response Forms attached to this Schedule 2.

Attachment 1: Tenderer's Details

Tenderers should provide full responses in completing the following information to enable the High Court to clearly identify the entity responding to the RFT.

Full name of Tenderer:
Trading or business name:
Tenderer's Contact who is authorised to represent and legally bind the Tenderer (including name, address and other contact details):
If a company
The registered office:
The principal place of business:
The date and place of incorporation and the Australian Company Number:
Individual shareholders holding 20 per cent or more of any issued share capital:
Any related companies within the meaning of section 50 of the <i>Corporations Act 2001 (Cth)</i> :
If a trustee

Provide details of the relevant trust including a copy of the relevant trust deed (including any variations to that deed):

If a partnership

Provide details of the relevant partnership including a copy of the relevant partnership agreement:

Subcontractors

Please include a full explanation of any part of the Supplies which the Tenderer intends to subcontract to another entity, including the entity to which it intends to subcontract, the Supplies the subcontractor would perform, any existing or past relationship between the subcontractor and any particular expertise or experience of the subcontractor.

Attachment 2: Tenderer's Deed

Tenderers must complete the Tenderer's Deed and include it in their Tender response. Amendments may only be made where necessary to complete the Deed.

DEED POLL

Date:

By: (Tenderer)

Context

Request for Tender in relation to internal audit services (RFT).

Interpretation

In this Deed, terms not otherwise defined have the meaning ascribed to them in the RFT.

Compliance with RFT

The Tenderer represents that it has read and understood, and that its Tender is submitted in accordance with, the RFT.

The Tenderer undertakes that it will continue to participate in the RFT process in accordance with the RFT and on the basis of its Tender.

Offer

The Tender constitutes an offer (Offer) to provide the Supplies on the terms and conditions set out in the Draft Contract, subject to any exceptions noted in its Statement of Compliance submitted as part of its Tender, and accordingly is capable of immediate acceptance by the High Court so as to form a binding contract.

The Offer remains open for acceptance by the High Court for the Offer Period. The Tenderer undertakes not to withdraw, vary or otherwise compromise the Offer during the Offer Period.

If directed by the High Court, the Tenderer will execute a contract in the form set out in Schedule 3, subject to any amendments noted in the Tenderer's Statement of Compliance, without entering into further negotiation.

To the extent that the Tender does not include complete information relating to matters required for the completion of the Draft Contract, the High Court may complete the contract at its reasonable discretion, and the Tenderer shall execute the resultant contract.

Confidentiality

The Tenderer will not, and will ensure that its employees, agents or subcontractors do not, either directly or indirectly record, divulge or

communicate to any person any confidential information concerning the affairs of the High Court, the Commonwealth or a third party acquired or obtained in the course of preparing a Tender, or any documents, data or information provided by the High Court and which the High Court indicates to Tenderers is confidential or which Tenderers know or ought reasonably to know is confidential.

Ethical Dealing

The Tenderer represents that its Tender has been compiled without the improper assistance of any current or former High Court officer, employee, contractor or agent and without the use of information obtained unlawfully or in breach of an obligation of confidentiality to the High Court.

The Tenderer represents that it has not:

- a. engaged in misleading or deceptive conduct in relation to its Tender or the RFT process;
- b. engaged in any collusive Tendering, anti-competitive conduct, or any other unlawful or unethical conduct with any other Tenderer, or any other person in connection with the preparation of their Tender or the RFT process;
- c. attempted to solicit information from or influence improperly any current or former officer, employee, contractor or agent of the High Court, or violate any applicable laws or Commonwealth policies regarding the offering of inducements in connection with the RFT process; or
- d. otherwise acted in an unethical or improper manner or contrary to any law.

Conflict of Interest

The Tenderer represents that, having made all reasonable enquiries the following represents its only known actual or potential conflicts of interest in respect of the RFT, its Tender or the provision of the Supplies:

- **^insert list or, where no conflict exists, write 'none'^**

The Tenderer undertakes to advise the High Court in writing immediately upon becoming aware of any actual or potential conflicts of interest in respect of the RFT, its Tender or the provision of the Supplies.

Note to Tenderers: A conflict of interest means any matter, circumstance, interest, or activity affecting the Tenderer (including the officers, employees, agents and subcontractors of the Tenderer) which may or may appear to impair the ability of the Tenderer to perform the contract diligently and independently.

A conflict of interest may exist if:

Tenderers or any of their personnel have a relationship (whether professional, commercial or personal) with the High Court's personnel involved in the evaluation of Tenders; or

Tenderers have a relationship with, and obligations to, an organisation which would affect the performance of the contract or would bring disrepute to or embarrass the High Court.

If at any time prior to entering into the contract, an actual or potential conflict of interest concerning itself or a related entity arises or may arise for any Tenderer that Tenderer should immediately notify the Contact Officer.

Employee entitlements

The Tenderer represents that, having made all reasonable enquiries, as at the date of this declaration, it is not subject to any judicial decisions or any resulting order relating to employee entitlements (not including decisions under appeal) which claims have not been paid.

Compliance with Australian standards

The Tenderer represents that it is able to meet any Australian standards applicable to the Supplies.

Workplace Gender Equality Requirements

The Tenderer understands that it is obliged to indicate whether or not it is covered by the *Workplace Gender Equality Act 2012* (Cth) (the WGE Act). The Tenderer is covered by the WGE Act if it is a 'relevant employer', defined as being a non-public sector employer (including higher education institutions, trade unions and not-for-profit organisations) of 100 or more employees in Australia. For information about the coverage of the WGE Act, contact the Workplace Gender Equality Agency on (02) 9432 7000.

Note to Tenderers: Tenderers must choose one of the following:

a. The Tenderer confirms that it is a relevant employer. The Tenderer has attached a current letter of compliance as part of its Tender which indicates its compliance with the *Workplace Gender Equality Act 2012* (Cth).

OR

b. The Tenderer confirms that it is a relevant employer. If selected as the preferred or successful Tenderer, the Tenderer will upon request from the High Court provide a current letter of compliance prior to entering into any contract. The Tenderer acknowledges that failure to provide a current letter of compliance when requested will result in it losing its status as the preferred or successful Tenderer.

c. The Tenderer confirms that it is not a relevant employer.

EXECUTED AS A DEED POLL for the benefit of the Commonwealth of Australia as represented by the High Court of Australia

Dated this ^{^insert day^} day of ^{^insert month^} 201^{^year^}

SIGNED SEALED AND
DELIVERED by ^insert name
of Tenderer^ by its duly
authorised representative:

^Name of signatory^

Signature

In the presence of:

^Name of witness^

Signature of witness

Attachment 3: Supplies Delivery

Tenderers should explain in detail how they would provide the Supplies to meet the high standards required by the High Court, including the procedures and processes it would implement to perform and manage the Supplies.

Tenderers are also referred to the essential requirements set out in Schedule 1 Item 3 and the policies and standards in Schedule 1 Item 4.

Tenderers should provide:

- a. evidence of compliance with all applicable Australian standards, including those specified in Schedule 1 Item 4;
- b. evidence of compliance with relevant regulations and regulatory frameworks, including:
 - i. labour regulations, including ethical employment practices;
 - ii. occupational health and safety; and
 - iii. environmental impacts;
- c. Provide evidence of quality assurance systems used;
- d. Information about current contracts showing capacity to provide the Supplies.
- e. Tenderers are required to submit a works program to provide sufficient detail to describe how the Supplies will be delivered. In particular Tenderers should include an outline of their approach to the development of a three-year strategic program of internal audits;
- f. Tenderers should also demonstrate their appreciation of the risks associated with undertaking the tasks requirement for the performance of the Supplies and how these could be managed;
- g. Tenderers are required to provide details on what information they would include in an internal audit report for management/Audit Committee (a copy of a blank template report would be useful); and
- h. Tenderers are required to provide a brief summary on an internal audit review that their organisation has undertaken that has influenced the client in a positive way OR briefly describe an internal audit that the organisation is proud of and explain why.

Please note: Shortlisted Tenderers will be asked to provide contact details for two referees.

Attachment 4: Tenderer's Experience and Key Personnel

General requirements

Tenderers should provide full details of the skills and qualifications of their proposed personnel (including all subcontractor personnel).

At a minimum, Tenderers should provide the information requested below.

Specific requirements

Tenderers should supply detailed curricula vitae providing the following information for each of their proposed personnel (and backup personnel):

- a. proposed role;
- b. previous experience;
- c. qualifications;
- d. years with the organisation;
- f. proposed percentage involvement in undertaking the Supplies required under the Draft Contract; and
- g. capacity and current workloads.

Provide details of names of any Sub-contractors and/or consultants to be engaged in the provision of the works and nature of work to be performed.

Name	Nature of Works

Attachment 5: Price Schedule

The tenderer agrees to carry out the Supplies as described in the Draft Contract, for the total sum set out hereunder:

Internal Auditor Levels	Hourly Rate (Inc GST)	Discounts, Composite Fees, or Value-Adds
Executive Auditor	\$	
Principal Auditor	\$	
Senior Auditor	\$	
Auditor	\$	

Item(s)	Year One Cost Inc GST	Year Two Cost Inc GST	Year Three Cost Inc GST
Develop a three-year strategic program of internal audits in line with internal auditing standards and an Audit Charter.	\$		
Develop an annual internal audit plan	\$	\$	\$
Deliver at least two internal audits per annum as identified in the three-year program of works (Assume for the purposes of pricing the delivery of two internal audits per annum)	\$	\$	\$
Total	\$	\$	\$
Grand Total for years 1 to 3	\$		

Attachment 6: Financial Viability Questionnaire

Tenderers should complete the following questionnaire and provide sufficient information to enable the High Court to determine the financial viability of the Tenderer. Tenderers should provide explanations of areas not addressed or items not provided.

Financial Information

	Attached
Copy of certificate of currency for public liability insurance	Yes/No
Copy of certificate of currency for workers compensation insurance	Yes/No
Copy of certificate of currency for professional indemnity insurance	Yes/No
Details of any petitions, claims, actions, judgements, or decisions, etc. Which is likely to adversely affect your performance of the contract.	Yes/No

<p>The operating entity is: (Please strikethrough non-applicable types.)</p> <p>The operating entity has been in business for: (Please strikethrough non-applicable periods.)</p>	<p>Sole Trader Partnership Association Company Trust Government.</p> <p>Less than 12 months 1–2 years 2–4 years 4–6 years 6–8 years longer than 8 years.</p>
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Attachment 7: Statement of Compliance

Tenderers submit their Tenders on the basis that they comply with all requirements specified in the body of the RFT. In the case of the Schedules to the RFT including the description of the Supplies in Schedule 1 and the Draft Contract in Schedule 3. Tenderers' compliance is subject to any exceptions noted in their response to this Schedule.

Tenderers should indicate compliance with each paragraph of the description to the Supplies and each provision of the Draft Contract including all schedules and attachments, taking into account any amendments to those provisions that may have been issued by the High Court during the RFT process. Tenderers should note that the extent of non-compliance will be a factor in the evaluation process. The compliance statement will form the basis for any contract negotiations that may occur with a Tenderer.

In respect of the compliance statement, Tenderers should indicate their level of compliance with each provision using one of the terms "complies", "does not comply", "partially complies" and "not applicable". These terms have the following meanings:

complies	means that the Tenderer will comply without amendment
does not comply	means that the Tenderer will not comply without amendment
partially complies	means that the Tenderer will comply partially and that some amendment is required
not applicable	means that the provision does not apply to the Tenderer or is to be completed (e.g. the schedule item dealing with fees).

The Tenderer will be taken to be and assessed as compliant with any provision, schedule or attachment which it does not list in the compliance statement. Tenderers may group provisions where the response is the same for each of those provisions. For example 'Paragraphs 3.1 to 3.15 – Does Not Comply', or 'Schedule 1 - Complies'.

Where a Tenderer does not comply or only partially complies with a provision, the extent of non-compliance should be stated in full in the compliance statement. In this case, the Tenderer should then provide:

- a. specific reasons for the partial or non-compliance; and
- b. specific language of any proposed amendments, including any deletions or additional provisions.

In accordance with paragraph 5.2.3, Tenders should also include in their compliance statement any request that information be treated as confidential following the award of a contract to it.

The following format should be used in completing the compliance statement:

Table 1: Compliance with Statement of Requirement in Schedule 1 of the RFT

Paragraph/schedule /attachment	Nature of compliance	Proposed wording of any amendment to the provision

Compliance with Draft Contract

Paragraph/schedule /attachment	Nature of compliance	Proposed wording of any amendment to the provision

Request to keep Information Confidential

(a) Information contained in contract:

Item	Period of Confidentiality	Reason why it is necessary to keep information confidential

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(b) Information obtained or generated in performing contract:

Item	Period of Confidentiality	Reason why it is necessary to keep information confidential

SCHEDULE 3 DRAFT CONTRACT

The Draft Contract follows after this page.

CONTRACT FOR SERVICES

CONTRACT IN RELATION TO PROCUREMENT OF INTERNAL AUDIT SERVICES

The Commonwealth of Australia as represented by the High Court of Australia

ABN 69 445 188 986

^Party 2 Name^

^Party 2 ABN ACN^

DRAFT

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CONTRACT

CONTRACT IN RELATION TO PROCUREMENT OF INTERNAL AUDIT SERVICES

Date

This contract is made on _____.

Parties

This contract is made between and binds the following parties:

1. **The Commonwealth of Australia as represented by the High Court of Australia** ABN 69 445 188 986
Parkes Place, Parkes ACT 2600 (the High Court)
2. **^Party 2 Name^ ^Party 2 ABN and ACN/ARBN if applicable^
^Party 2 Address^** (the Service Provider)

Context

This contract is made in the following context:

- A. The High Court requires the provision of Services detailed in Item 2 of the Schedule.
- B. The Service Provider has fully informed itself about the requirement and has submitted the Proposal referred to in Item 1 of the Schedule.
- C. The parties have agreed that the Service Provider will perform the Services for the High Court on the terms and conditions set out in this contract.

Operative Provisions

1. Interpretation

1.1. Definitions

1.1.1. In this contract, unless the context indicates otherwise:

Attachment	means a document attached to the contract or incorporated by reference in the Schedule, and includes the Attachment as amended or replaced from time to time by agreement in writing between the parties;
Business Day	means a weekday other than a public holiday in the Australian Capital Territory;
Commencement Date	means the date on which this contract is made, unless otherwise specified in Item 5 of the Schedule;
Confidential Information (of	means information that is by its nature confidential and is described in Item 19 of the Schedule.

the Service Provider)

Contract Material

means any Material:

- a. created for the purposes of this contract;
- b. provided or required to be provided to the High Court as part of the Services; or
- c. derived at any time from the Material referred to in paragraphs a or b;

GST

has the meaning that it has in the *A New Tax System (Goods and Services Tax) Act 1999 (Cth)*;

High Court

means the Commonwealth of Australia as represented by the High Court of Australia

High Court Material

means any Material:

- a. provided by the High Court to the Service Provider for the purposes of this contract; or
- b. derived at any time from the Material referred to in paragraph a;

Instalment

means the part of the fee payable detailed in Item 10 of the Schedule in relation to a specified part or the whole of the Services;

Intellectual Property

includes:

- a. all copyright (including rights in relation to phonograms and broadcasts);
- b. all rights in relation to inventions, plant varieties, trademarks (including service marks), designs and circuit layouts; and
- c. all other rights resulting from intellectual activity in the industrial, scientific, literary or artistic fields,

but does not include:

- d. Moral Rights;
- e. the non-proprietary rights of performers; or
- f. rights in relation to Confidential Information;

Material

means anything in relation to which Intellectual Property rights arise;

Moral Rights

means the following non-proprietary rights of authors of copyright Material:

- a. the right of attribution of authorship;
- b. the right of integrity of authorship; and

	c. the right not to have authorship falsely attributed;
Official Information	means any information developed, received or collected by or on behalf of the High Court to which the Service Provider gains access under or in connection with this contract, and includes the Contract Material and the terms of the contract;
Official Resources	includes: <ul style="list-style-type: none"> a. Official Information; b. people who work for or with the High Court; and c. assets belonging to (even if in the possession of contracted providers) or in the possession of the High Court;
Open Access Licence	means a licence to the public on broad open access terms that allows any member of the public to perform a wide range of acts in respect of the material subject to certain restrictions. An Open Access Licence includes any Department or Australian Government open access licence and any Creative Commons Attribution licence (see http://creativecommons.org.au/learn-more/licences);
Personnel	means: <ul style="list-style-type: none"> a. in relation to the Service Provider - any natural person who is an officer, employee, agent or professional advisor of the Service Provider or of its subcontractors; and b. in relation to the High Court - any natural person, other than a person referred to in paragraph a, who is an officer, employee, agent or professional advisor of the High Court;
Project Officer	means the person specified (by name or position) in Item 7 of the Schedule or any substitute notified to the Service Provider;
Proposal	means the document detailed in Item 1 of the Schedule (if any);
Schedule	means the schedule to this contract entitled 'Contract Details', and includes the Schedule as amended or replaced from time to time by agreement in writing between the parties;
Services	means the services described in Item 2 of the Schedule and includes the provision to the High Court of the Material specified in Item 3 of the Schedule; and

Specified Personnel means the Personnel specified in Item 9 of the Schedule as required to perform all or part of the work constituting the Services.

1.2. Interpretation

1.2.1. In this contract, 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 convenient 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 an Item is a reference to an Item in the Schedule;
- i. the Schedule and any Attachments (other than the Proposal) form part of this contract;
- j. the Proposal is provided for information purposes only;
- k. if any conflict arises between the terms and conditions contained in the clauses of this contract and any part of the Schedule (and Attachments if any), the terms and conditions of the clauses prevail;
- l. if any conflict arises between any part of the Schedule and any part of an Attachment, the Schedule prevails; and
- m. a reference to writing is a reference to any representation of words, figures or symbols, whether or not in a visible form.

1.3. Guidance on construction of contract

1.3.1. This contract records the entire agreement between the parties in relation to its subject matter.

1.3.2. As far as possible all provisions of this contract will be construed so as not to be void or otherwise unenforceable.

- 1.3.3. If anything in this contract is void or otherwise unenforceable then it will be severed and the rest of the contract remains in force.
- 1.3.4. A provision of this contract will not be construed to the disadvantage of a party solely on the basis that it proposed that provision.
- 1.3.5. If a Proposal is included or referred to it is included in this contract for information purposes only and does not abrogate any other rights or obligations or the parties under this contract.

1.4. Commencement

- 1.4.1. The terms of this contract apply on and from the Commencement Date.

2. Provision of Services

2.1. Principal obligations of Service Provider

- 2.1.1. The Service Provider agrees to:
- a. perform the Services as specified in Item 2 of the Schedule;
 - b. provide to the High Court the Material specified in Item 3 of the Schedule;
 - c. adopt relevant best practice and comply with all applicable Australian standards, including those specified in Item 4 of the Schedule, industry standards and guidelines and any High Court or Commonwealth policies, standards or guidelines specified in Item 4 of the Schedule;
 - d. comply with the time frame for the performance of the Services specified in Item 5 of the Schedule;
 - e. submit invoices, and any required supporting documents, in the manner specified in Item 6 of the Schedule;
 - f. comply with all representations and warranties made in the Proposal, to the extent such representations and warranties are not inconsistent with the provisions of this contract; and
 - g. when on the premises of the High Court comply with (and ensure its personnel, employees, agents and contractors comply with) all reasonable requirements of the High Court including requirements relating to work health and safety and security.
- 2.1.2. The Service Provider agrees to:
- a. keep adequate books and records, in accordance with Australian accounting standards, in sufficient detail to enable the amounts payable by the High Court under this contract to be determined; and
 - b. keep copies of all certifications and other records to confirm their compliance with all applicable Australian standards.

2.2. Liaison with Project Officer

2.2.1. The Service Provider agrees:

- a. to liaise with the Project Officer as reasonably required; and
- b. to comply with directions of the Project Officer that are consistent with this contract.

2.3. Subcontractors

2.3.1. The Service Provider agrees not to subcontract the performance of any part of the Services without the High Court's prior written approval.

2.3.2. The High Court may impose any conditions it considers appropriate when giving its approval under clause 2.3.1.

2.3.3. The High Court has approved the subcontracting of the performance of the parts of the Services to the persons, and subject to the conditions (if any), specified in Item 8 of the Schedule.

2.3.4. The Service Provider agrees to make available to the High Court (if requested), details of all subcontractors engaged in the performance of the Services.

2.3.5. The Service Provider acknowledges, and must inform all subcontractors that, the High Court may publicly disclose the names of any subcontractors engaged in the performance of the Services.

2.4. Specified Personnel

2.4.1. The Service Provider agrees that the Specified Personnel will perform work in relation to the Services in accordance with this contract.

2.4.2. If Specified Personnel are unable to perform the work as required under clause 2.4.1, the Service Provider agrees to notify the High Court immediately.

2.4.3. The Service Provider agrees, at the request of the High Court acting in its absolute discretion, to remove Personnel (including Specified Personnel) from work in relation to the Services.

2.4.4. If clause 2.4.2 or clause 2.4.3 applies, the Service Provider will provide replacement Personnel acceptable to the High Court at no additional cost and at the earliest opportunity.

2.5. Responsibility of Service Provider

2.5.1. The Service Provider is fully responsible for the performance of the Services and for ensuring compliance with the requirements of this contract, and will not be relieved of that responsibility because of any:

- a. involvement by the High Court in the performance of the Services;
- b. subcontracting of the Services;
- c. acceptance by the High Court of Specified Personnel; or

d. payment made to the Service Provider on account of the Services.

2.6. Illegal Workers

2.6.1. In this clause 2.6:

Illegal Worker means a person who has unlawfully entered Australia, remains in Australia after their visa has expired, or is working in breach of their visa conditions.

2.6.2. The Service Provider must ensure that its Service Provider Personnel do not include any Illegal Workers and must notify the High Court immediately if it becomes aware of any of its Service Provider Personnel being an Illegal Worker.

3. Fees, allowances and assistance

3.1. Principal obligations of High Court

3.1.1. The High Court agrees to:

- a. pay the fees in the Instalments specified in Item 10 of the Schedule;
- b. pay the allowances and meet the costs specified in Item 11 of the Schedule;
- c. make all payments as and when specified in Item 6 of the Schedule; and
- d. provide facilities and assistance as specified in Item 12 of the Schedule.

3.2. High Court's rights to defer payment

3.2.1. The High Court will be entitled (in addition and without prejudice to any other right it may have) to defer payment or reduce the amount of any Instalment if and for so long as the Service Provider has not completed, to the satisfaction of the High Court, that part of the Services to which the Instalment relates in accordance with the requirements of this contract.

3.3. Taxes, duties and government charges

3.3.1. Except as provided by this clause 3.3, the Service Provider agrees to pay all taxes, duties and government charges imposed or levied in Australia or overseas in connection with the performance of this contract.

3.3.2. Unless otherwise indicated, the fees and all other consideration for any supply made under this contract is exclusive of any GST imposed on the supply.

3.3.3. If one party (the supplier) makes a taxable supply to the other party (the recipient) under this contract, on receipt of a tax invoice from the supplier, the recipient will pay without setoff an additional amount to the supplier equal to the GST imposed on the supply in question.

3.3.4. No party may claim or retain from the other party any amount in relation to a supply made under this contract for which the first party can obtain an input tax credit or decreasing adjustment.

3.4. Superannuation

3.4.1. This contract is entered into on the understanding that the High Court is not required to make any superannuation contributions in connection with the contract.

3.5. Interest

3.5.1. For the purpose of this clause 3.5:

General Interest Charge Rate means the interest charge determined under section 8AAD of the *Taxation Administration Act 1953* on the day that payment is due. Details of the General Interest Charge rate are available from the Australian Taxation Office website; and

the day that payment is made is the day that the High Court's system generates a payment request into the banking system for payment to the Service Provider.

3.5.2. Subject to clause 3.5.3, if the High Court fails to pay to the Service Provider an amount under this contract by the due date for payment, the High Court will pay simple interest on the unpaid amount at the General Interest Charge Rate calculated in respect of each day from the day after the due date up to and including the day that payment is made in accordance with the formula set out below:

$$SI = UA \times GIC \times D$$

where:

SI = simple interest amount;

UA = the unpaid amount;

GIC = General Interest Charge daily rate; and

D = the number of days from the day after payment was due up to and including the day that payment is made

3.5.3. The High Court will only be required to pay interest under clause 3.5 where the amount of interest exceeds \$100.

4. Intellectual Property

4.1. Use of High Court Material

4.1.1. The High Court agrees to provide High Court Material to the Service Provider as specified in Item 13 of the Schedule.

4.1.2. The High Court grants (or will procure) a royalty-free, non-exclusive licence for the Service Provider to use, reproduce and adapt the High Court Material for the purposes of this contract.

4.1.3. The Service Provider agrees to use the High Court Material strictly in accordance with any conditions or restrictions set out in Item 14 of the Schedule, and any direction from the High Court.

4.2. Rights in Contract Material

4.2.1. Intellectual Property in all Contract Material vests or will vest in the High Court.

4.2.2. Clause 4.2.1 does not affect the ownership of Intellectual Property in:

- a. any High Court Material incorporated into Contract Material; or
- b. any Material in existence at the Commencement Date and specified in Item 15 of the Schedule.

4.2.3. The Service Provider grants to (or will procure for) the High Court a perpetual, irrevocable, royalty-free, world-wide, non-exclusive licence (including a right of sub-licence) to use, reproduce, adapt, modify, perform, distribute, communicate and exploit any existing Material referred to in clause 4.2.2.b, in conjunction with the Contract Material, for any purpose.

4.2.4. The Service Provider agrees that the licence granted in clause 4.2.3 includes a right for the High Court to licence the existing Material in conjunction with the Contract Material to the public under an Open Access Licence.

4.2.5. The Service Provider agrees, on request by the High Court, to create, sign, execute or otherwise deal with any document necessary or desirable to give effect to this clause 4.2.

4.2.6. The Service Provider warrants that:

- a. it is entitled; or
- b. it will be entitled at the relevant time,

to deal with the Intellectual Property in the Contract Material in the manner provided for in this clause 4.2.

4.3. Moral Rights

4.3.1. In this clause 4.3:

- Permitted Acts** means any of the following classes or types of acts or omissions:
- a. using, reproducing, adapting or exploiting all or any part of the Contract Material, with or without attribution or authorship;
 - b. supplementing the Contract Material with any other Material;

- c. using the Contract Material in a different context to that originally envisaged;
- d. releasing the Contract Material to the public under an Open Access Licence; and
- e. the acts or omissions, specifically set out in Item 16 of the Schedule;

but does not include false attribution or authorship.

- 4.3.2. Where the Service Provider is a natural person and the author of the Contract Material, he or she:
- a. consents to the performance of the Permitted Acts by the High Court or any person claiming under or through the High Court (whether occurring before or after the consent is given); and
 - b. acknowledges that their attention has been drawn to the High Court's general policies and practices regarding Moral Rights as described in Item 16 of the Schedule.
- 4.3.3. Where clause 4.3.2 does not apply, the Service Provider agrees:
- a. to obtain from each author a written consent which extends directly or indirectly to the performance of the Permitted Acts by the High Court or any person claiming under or through the High Court (whether occurring before or after the consent is given) and, on request, to provide the executed original of any such consent to the High Court; and
 - b. to ensure that each author's attention is drawn to the High Court's general policies and practices regarding Moral Rights as described in Item 16 of the Schedule.
- 4.3.4. This clause 4.3 does not apply to any High Court Material incorporated in the Contract Material.

5. Confidential Information of Service Provider

5.1. Confidential Information not to be disclosed

- 5.1.1. Subject to clause 5.2, the High Court will not, without the prior written authorisation of the Service Provider, disclose any Confidential Information of the Service Provider to a third party.

5.2. Exceptions to obligations

- 5.2.1. The obligations of the High Court under this clause 5 will not be taken to have been breached to the extent that Confidential Information:
- a. is disclosed by the High Court to its Personnel solely in order to comply with its obligations, or to exercise its rights, under this contract;

- b. is disclosed by the High Court to its internal management Personnel, solely to enable effective management or auditing of contract-related activities;
 - c. is disclosed by the High Court to other emanations of the Commonwealth for the proper purposes of the Commonwealth;
 - d. is authorised or required by law to be disclosed; or
 - e. is in the public domain otherwise than due to a breach of this clause 5.
- 5.2.2. Where the High Court discloses Confidential Information to another person pursuant to clauses 5.2.1.a - 5.2.1.c, the High Court will notify the receiving person that the information is confidential.
- 5.2.3. In the circumstances referred to in clauses 5.2.1.a, 5.2.1.b and 5.2.1.c, the High Court agrees not to provide the information unless the receiving person agrees to keep the information confidential.

5.3. Period of confidentiality

- 5.3.1. The obligations under this clause 5 in relation to an item of information described in Item 19 of the Schedule continue for the period set out there in respect of that item.

6. Liability

6.1. Proportionate liability regimes excluded

- 6.1.1. To the extent permitted by law, the operation of any legislative proportionate liability regime is excluded in relation to any claim against the Service Provider under or in connection with this contract.

6.2. Indemnity

- 6.2.1. The Service Provider indemnifies the High Court from and against any:
- a. cost or liability incurred by the High Court;
 - b. loss of or damage to property of the High Court; or
 - c. loss or expense incurred by the High Court in dealing with any claim against it including legal costs and expenses on a solicitor/own client basis and the cost of time spent, resources used or disbursements paid by the High Court,
- arising from either:
- d. a breach by the Service Provider of this contract; or
 - e. an act or omission involving fault on the part of the Service Provider or its Personnel in connection with this contract.
- 6.2.2. The Service Provider's liability to indemnify the High Court under clause 6.2.1 will be reduced proportionately to the extent that any act or omission involving

fault on the part of the High Court or its Personnel contributed to the relevant cost, liability, loss, damage or expense.

- 6.2.3. The right of the High Court to be indemnified under this clause 6.2 is in addition to, and not exclusive of, any other right, power or remedy provided by law, but the High Court is not entitled to be compensated in excess of the amount of the relevant cost, liability, loss, damage or expense.

7. Dispute resolution

7.1. Procedure for dispute resolution

- 7.1.1. The parties agree that a dispute arising under this contract will be dealt with as follows:
- a. the party claiming that there is a dispute will give the other party a notice setting out the nature of the dispute;
 - b. within 5 Business Days (or such other period as agreed by the parties in writing) each party will nominate a representative not having any prior involvement in the dispute;
 - c. the representatives will try to settle the dispute by direct negotiation between them;
 - d. failing settlement within a further 10 Business Days or such other period as agreed by the parties in writing (or failure of one or both parties to nominate a representative within the period set out in clause 7.1.1.b), the parties may agree to refer the dispute to an independent third person with power:
 - i. to intervene and direct some form of resolution, in which case the parties will be bound by that resolution; or
 - ii. to mediate and recommend some form of non-binding resolution;
 - e. the parties will co-operate fully with any process instigated under clause 7.1.1.d in order to achieve a speedy resolution; and
 - f. if the parties have been unable to agree to refer the dispute to an independent third person, or they have agreed and a resolution is not reached within a further 20 Business Days (or such other period as the parties may agree in writing), either party may commence legal proceedings.

7.2. Costs

- 7.2.1. Each party will bear its own costs of complying with this clause 7, and the parties will bear equally the cost of any third person engaged under clause 7.1.1.d.

7.3. Continued performance

- 7.3.1. Despite the existence of a dispute, the Service Provider will (unless requested in writing by the High Court not to do so) continue to perform the Services.

7.4. Exemption

- 7.4.1. This clause 7 does not apply to:
- a. action by the High Court under or purportedly under clause 8.1;
 - b. action by either party under or purportedly under clause 8.2; or
 - c. legal proceedings by either party seeking urgent interlocutory relief.

8. Termination or reduction in scope of Services

8.1. Termination for convenience

- 8.1.1. The High Court may by notice, at any time and in its absolute discretion, terminate this contract or reduce the scope of the Services immediately.
- 8.1.2. The Service Provider agrees, on receipt of a notice of termination or reduction:
- a. to stop or reduce work as specified in the notice;
 - b. to take all available steps to minimise loss resulting from that termination or reduction; and
 - c. to continue work on any part of the Services not affected by the notice.
- 8.1.3. In the event of termination under clause 8.1.1, the High Court will be liable only:
- a. to pay any Instalment relating to Services completed before the effective date of termination;
 - b. to reimburse any expenses the Service Provider unavoidably incurs relating entirely to Services not covered under clause 8.1.3.a;
 - c. to pay any allowance and meet any costs unavoidably incurred under Item 11 of the Schedule before the effective date of termination; and
 - d. to provide the facilities and assistance necessarily required under Item 12 of the Schedule before the effective date of termination.
- 8.1.4. The High Court will not be liable to pay amounts under clause 8.1.3.a and 8.1.3.b which would, added to any fees already paid to the Service Provider under this contract, together exceed the fees set out in Item 10 of the Schedule.
- 8.1.5. In the event of a reduction in the scope of the Services under clause 8.1.1, the High Court's liability to pay fees or allowances, meet costs or provide facilities and assistance under clause 3 will, unless there is agreement in writing to the contrary, reduce in accordance with the reduction in the Services.
- 8.1.6. The Service Provider will not be entitled to compensation for loss of prospective profits.

8.2. Termination for fault

8.2.1. If a party fails to satisfy any of its obligations under this contract, then the other party - *if it considers that the failure is:*

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

8.2.2. The High Court may also by notice terminate this contract immediately (but without prejudice to any prior right of action or remedy which either party has or may have) if the Service Provider:

- a. *being a corporation* - comes under one of the forms of external administration referred to in chapter 5 of the *Corporations Act 2001 (Cth)*, or has an order made against it for the purpose of placing it under external administration; or
- b. *being an individual* - becomes bankrupt or enters into a scheme of arrangement with creditors.

9. Notices

9.1. Format, addressing and delivery

9.1.1. A notice under this contract is only effective if it is in writing, and dealt with as follows:

- a. *if given by the Service Provider to the High Court* - addressed to the Project Officer at the address specified in Item 20 of the Schedule or as otherwise notified by the High Court; or
- b. *if given by the High Court to the Service Provider* - given by the Project Officer (or any superior officer to the Project Officer) and addressed (and marked for attention) as specified in Item 21 of the Schedule or as otherwise notified by the Service Provider.

9.1.2. A notice is to be:

- a. signed by the person giving the notice and delivered by hand; or
- b. signed by the person giving the notice and sent by pre-paid post; or
- c. transmitted electronically by the person giving the notice by electronic mail .

9.2. When effective

9.2.1. A notice is deemed to be effected:

- a. *if delivered by hand* - upon delivery to the relevant address;
- b. *if sent by post* - upon delivery to the relevant address;

c. *if transmitted electronically* - upon actual receipt by the addressee.

9.2.2. A notice received after 5.00 pm, or on a day that is not a Business Day in the place of receipt, is deemed to be effected on the next Business Day in that place.

10. General provisions

10.1. Public Statements

10.1.1. Except with the prior written approval of the High Court, the Service Provider must not make a statement, issue any document or material or provide any other information for publication in any media, in relation to this contract.

10.2. Workplace Gender Equality

10.2.1. The Service Provider must comply with its obligations, if any, under the *Workplace Gender Equality Act 2012 (Cth)* (the WGE Act).

10.2.2. If the Service Provider becomes non-compliant with the WGE Act during the term of this contract, the Service Provider must promptly notify the High Court.

10.2.3. If the term of the contract exceeds 18 months, the Service Provider must provide a current letter of compliance from the Workplace Gender Equality Agency within 18 months from the Commencement Date and, following this, annually to the High Court.

10.2.4. Compliance with the WGE Act does not relieve the Service Provider from its responsibility to comply with its other obligations under this contract.

10.3. Work health and safety

10.3.1. The Service Provider agrees, in carrying out this contract, to comply with:

a. all relevant legislation, codes of practice and national standards relating to work health and safety, including in relation to consultation, representation and participation; and

b. all applicable policies and procedures relating to work health and safety, including those that apply to the High Court's premises when using those premises.

10.3.2. In the event of any inconsistency between any of the policies and procedures referred to in clause 10.3.1, the Service Provider will comply with those policies and procedures that produce the highest level of health and safety.

10.4. Obligations of Service Provider in relation to privacy

10.4.1. In this clause 10.4 and 10.5:

Australian Privacy Principle has the same meaning as it has in the Privacy Act;

Eligible Data Breach	has the same meaning as it has in the Privacy Act;
Information Officer	means any of the information officers appointed under the <i>Australian Information Commissioner Act 2010</i> (Cth) when performing privacy functions as defined in that Act;
Personal Information	has the same meaning as it has in the Privacy Act;
Privacy Act	means the <i>Privacy Act 1988</i> (Cth);

- 10.4.2. The Service Provider agrees, in providing the Services:
- a. to comply with its obligations under the Privacy Act and not to otherwise do any act or engage in any practice which, if done or engaged in by the High Court, would be a breach of an Australian Privacy Principle under the Privacy Act; and
 - b. to comply with any directions, guidelines, determinations or recommendations referred to in, or relating to the matters set out in, Item 18 of the Schedule, to the extent that they are consistent with the obligations referred to in subclause a above.
- 10.4.3. If the Service Provider becomes aware that there are reasonable grounds to suspect that there may have been an Eligible Data Breach in relation to any Personal Information held by the Service Provider as a result of this contract or its provision of the Services, the Services Provider agrees to:
- a. notify the High Court in writing as soon as possible, which must be no later than within 3 calendar days; and
 - b. unless otherwise directed by the High Court, carry out an assessment in accordance with the requirements of the Privacy Act.
- 10.4.4. Where the Service Provider is aware that there are reasonable grounds to believe there has been, or where the High Court notifies the Service Provider that there has been, an Eligible Data Breach in relation to any Personal Information held by the Service Provider as a result of this contract or its provision of the Services, the Service Provider must:
- a. take all reasonable action to mitigate the risk of the Eligible Data Breach causing serious harm to any of the individuals to whom it relates;
 - b. unless otherwise directed by the High Court, take all other action necessary to comply with the requirements of the Privacy Act; and
 - c. take any other action as reasonably directed by the High Court.
- 10.4.5. The Service Provider agrees to notify the High Court immediately if it becomes aware of a breach or possible breach of any of its obligations under this clause 10.4.

10.5. Audit and access

10.5.1. The Service Provider agrees:

- a. to give the Project Officer, or any persons authorised in writing by the Project Officer, access to assets, including any computer hardware or software or other equipment, or premises where the Services are being performed or where Official Resources are located; and
- b. to permit those persons to inspect and take copies of any Material relevant to the Services, including but not limited to details of the Service Provider's compliance with all Australian standards.

10.5.2. The rights referred to in clause 10.5. are subject to:

- a. the High Court providing reasonable prior notice;
- b. the reasonable security procedures in place at the premises; and
- c. if appropriate, execution of a deed of confidentiality by the persons to whom access is given.

10.5.3. The Auditor-General and Information Officer (including their delegates) are persons authorised for the purposes of clause 10.5.1.a.

10.5.4. Clause 10.5.1.a does not detract from the statutory powers of the Auditor-General or Information Officer (including their delegates).

10.6. Insurance

10.6.1. The Service Provider agrees:

- a. to effect and maintain the insurance specified in Item 22 of the Schedule; and
- b. on request, to provide proof of insurance acceptable to the High Court.

10.6.2. This clause 10.6 continues in operation for so long as any obligations remain in connection with the contract.

10.7. Extension of provisions to subcontractors and Personnel

10.7.1. In this clause 10.7:

Requirement means an obligation, condition, restriction or prohibition binding on the Service Provider under this contract.

10.7.2. The Service Provider agrees to ensure that:

- a. its subcontractors and Personnel comply with all relevant Requirements; and
- b. any contract entered into in connection with this contract imposes all relevant Requirements on the other party.

10.7.3. The Service Provider agrees to exercise any rights it may have against any of its subcontractors, Personnel or third parties in connection with a Requirement in accordance with any direction by the High Court.

10.8. Conflict of interest

10.8.1. In this clause 10.8:

Conflict means any matter, circumstance, interest, or activity affecting the Service Provider, its Personnel or subcontractors which may or may appear to impair the ability of the Service Provider to provide the Services to the High Court diligently and independently.

10.8.2. The Service Provider warrants that, to the best of its knowledge after making diligent inquiry, at the Commencement Date no Conflict exists or is likely to arise in the performance of the Services.

10.8.3. If, during the period of this contract a Conflict arises, or appears likely to arise, the Service Provider agrees:

- a. to notify the High Court immediately;
- b. to make full disclosure of all relevant information relating to the Conflict;
and
- c. to take any steps the High Court reasonably requires to resolve or otherwise deal with the Conflict.

10.9. Relationship of parties

10.9.1. The Service Provider is not by virtue of this contract an officer, employee, partner or agent of the High Court, nor does the Service Provider have any power or authority to bind or represent the High Court.

10.9.2. The Service Provider agrees:

- a. not to misrepresent its relationship with the High Court; and
- b. not to engage in any misleading or deceptive conduct in relation to the Services.

10.10. Waiver

10.10.1. A failure or delay by a party to exercise any right or remedy it holds under this contract or at law does not operate as a waiver of that right.

10.10.2. The exercise or partial exercise by a party of any right or remedy it holds under this contract or at law does not prevent any other exercise or partial exercise of that right or remedy by the party.

10.11. Variation

10.11.1. A variation of this contract is binding only if agreed in writing and signed by the parties.

10.12. Assignment

10.12.1. The Service Provider cannot assign its obligations, and agrees not to assign its rights, under this contract without the High Court's prior written approval.

10.13. Survival

10.13.1. Unless the contrary intention appears, the expiry or earlier termination of this contract will not affect the continued operation of any provision relating to:

- a. licensing of Intellectual Property;
- b. confidentiality;
- c. security;
- d. privacy;
- e. dealing with copies;
- f. books and records;
- g. audit and access;
- h. an indemnity;

or any other provision which expressly or by implication from its nature is intended to continue.

10.14. Compliance with Legislation

10.14.1. In this clause 10.14:

Legislation means a provision of a statute or subordinate legislation of the Commonwealth, or of a State, Territory or local authority.

10.14.2. The Service Provider agrees to comply with any Legislation applicable to its performance of this contract.

10.15. Applicable law

10.15.1. This contract is to be construed in accordance with, and any matter related to it is to be governed by, the law of the Australian Capital Territory.

10.15.2. The parties submit to the jurisdiction of the Australian Capital Territory.

11. Confidentiality of Official Information and other security obligations

11.1. Interpretation

11.1.1. In this clause 11:

Security Classified Resources means Official Resources that, if compromised, could have adverse consequences for the High Court; and

Security Incident means an actual or suspected security breach, violation, contact or approach from those seeking unauthorised access to Official Resources.

11.2. Security Classification

11.2.1. Unless otherwise notified by the High Court, the highest level of Security Classified Resources that the Service Provider will have access to under this contract is that specified in Item 17 of the Schedule.

11.3. Confidentiality of Official Information

11.3.1. The Service Provider will not, without prior written authorisation of the High Court, disclose any Official Information to any person (unless required to do so by law).

11.3.2. The Service Provider is authorised, subject to clause 11.4.1.a to 11.4.1.d, to provide Official Information to those Personnel and subcontractors who require access for the purposes of this contract.

11.3.3. The Service Provider agrees, on request by the High Court at any time, to arrange for the Personnel and subcontractors referred to in clause 11.3.2 to give a written undertaking in a form acceptable to the High Court relating to the use and non-disclosure of Official Information.

11.3.4. The Service Provider agrees to secure all Official Information against loss and unauthorised access, use, modification or disclosure.

11.4. Other security obligations of Service Provider

11.4.1. The Service Provider agrees:

- a. to ensure that all Personnel that require access to Security Classified Resources have obtained the appropriate security clearance;
- b. to prevent access to Security Classified Resources by Personnel whose security clearances are revoked, have lapsed or who no longer require access for the purposes of the contract;
- c. to make its Personnel available to attend any security training provided by the High Court;
- d. to notify the High Court of any change in the personal circumstances of Personnel referred to in 11.4.1.a;

- e. to notify the High Court immediately if it becomes aware that a Security Incident has occurred and otherwise implement the High Court's procedures for Security Incident reporting as advised by the High Court from time to time;
 - f. not to perform the Services outside Australia without the High Court's prior written approval; and
 - g. to comply with the additional security requirements specified in Item 17 of the Schedule, if any, and any variations or additions to those requirements as notified by the High Court from time to time.
- 11.4.2. The Service Provider agrees to implement security procedures to ensure that it meets its obligations under this clause 11 and will provide details of these procedures to the High Court on request.

11.5. Consequences of breach

- 11.5.1. The Service Provider acknowledges that any failure to fully comply with any of its obligations under this clause 11 may, for the purposes of clause 8.2, be treated by the High Court at its absolute discretion as a failure that is not capable of remedy.

12. Dealing with Copies and Access to Documents

12.1. Interpretation

- 12.1.1. In clause 12.2:

Copy means any document, device, article or medium in which High Court Material, Contract Material, or Official Information is embodied.

12.2. Actions at end of contract

- 12.2.1. The Service Provider agrees, on expiration or termination of this contract, to deal with all Copies as directed by the High Court, subject to any requirement of law binding on the Service Provider.

12.3. Periodic review and termination

- 12.3.1. On the anniversary of the Commencement Date, the High Court may conduct a review of the Services provided and the performance by the Service Provider under this contract.
- 12.3.2. Following this review, the High Court may by written notice terminate this contract with effect from the date specified in the notice, such date to be at least [20] Business Days from the date of the notice.

12.4. Access to documents

- 12.4.1. The Service Provider acknowledges that this contract is a Commonwealth contract.

- 12.4.2. Where the High Court has received a request for access to a document created by, or in the possession of, the Service Provider or any subcontractor that relates to the performance of this contract (and not to the entry into the contract), the High Court may at any time by written notice require the Service Provider to provide the document to the High Court and the Service Provider must, at no additional cost to the High Court, promptly comply with the notice.
- 12.4.3. The Service Provider must include in any subcontract relating to the performance of this contract provisions that will enable the Service Provider to comply with its obligations under this clause 12.4.

THE SCHEDULE - CONTRACT DETAILS

1. Proposal **(see Context paragraph B)**

2. Services **(see clause 2.1.1.a)**

The Service Provider will provide the following services:

- a. develop a three-year strategic program of internal audits in line with internal auditing standards and an Audit Charter;
- b. develop an annual internal audit plan;
- c. deliver at least two internal audits per annum identified in the three-year program of work in a professional and timely manner; and
- d. assist the Audit Committee in fulfilling its responsibilities of providing advice to the Court on the appropriateness of the High Court's financial reporting, risk oversight and management, and internal controls.

3. Required Contract Material **(see clause 2.1.1.b)**

Nil

4. Policies, Standards and Guidelines **(see clause 2.1.1.c)**

4.1. Australian standards

Audits are to be undertaken in accordance with the Institute of Internal Auditors' International Professional Practices Framework (IPPF).

Audits are to be conducted in accordance with the Australian Accounting Standards.

4.2. High Court or Commonwealth policies, standards or guidelines

Not Applicable

5. Commencement and Time-frame
(see clause 2.1.1.d)

Commencement Date:

^insert date^

Time-frame:

^Insert details of timeframe^

6. Invoicing and Payment
(see clauses 2.1.1.e & 3.1.1.c)

Invoices:

Invoices will be issued by the Service Provider at the end of each calendar month.

To be correctly rendered, invoices must include the following information:

- a. the words “tax invoice” stated prominently;
- b. the Service Provider’s name;
- c. the Service Provider’s ABN;
- d. the High Court’s name and address;
- e. the date of issue of the tax invoice;
- f. the title of this contract and the contract number or purchase order number (if any);
- g. details of fees, allowances and costs including the items to which they relate;
- h. the total amount payable (including GST);
- i. the GST amount shown separately; and
- j. written certification in a form acceptable to the High Court that the Service Provider has paid all remuneration, fees or other amounts payable to its Personnel and/or subcontractors involved in performance of the contract.

All claims for allowances or costs must be supported by receipts or other documentation which clearly substantiate the Service Provider’s entitlement to those allowances or costs.

An invoice is not correctly rendered where:

- a. it includes amounts that are not properly payable under this contract or are incorrectly calculated; or
- b. it relates to a payment in relation to which the High Court has exercised its rights under clause 3.2 of the contract.

All invoices must be addressed to the Project Officer.

Payment:

The due date for payment by the High Court is 20 calendar days after delivery of a correctly rendered invoice. If this period ends on a day that is not a Business Day, the due date for payment is the next Business Day.

Payment will be effected by electronic funds transfer (EFT) to the following bank account of the Service Provider: **^insert details^**

7. Project Officer
(see clause 2.2)

The Project Officer is the person for the time-being holding, occupying or performing the duties of **^insert position^**, currently **^insert name^**, available on telephone number **^insert number^** or via the email address set out in Item 20.

8. Subcontractors
(see clause 2.3)

The Service Provide may subcontract the performance of parts of the Services as follows:

Part of the Services being subcontracted	Subcontractor	Additional conditions
Research into [X]	Company A	Service Provider is to ensure that Company A effects and maintains the following insurance: ^insert insurance requirement^

9. Specified Personnel
(see clause 2.4)

The Service Provider agrees that the following work, **^insert details^** will be undertaken by **^insert name^**.

10. Fees
(see clauses 3.1.1.a, 8.1.3.a & 8.1.3.b)

Fees are payable at the rate of **\$\$^insert amount^** (excluding GST) per day (of 7 hours) or **\$\$^insert amount^** (excluding GST) per hour (less than 7 hours).

The total fee for the Service is **\$\$^insert amount^**, (GST exclusive) payable by the following Instalments:

- a. **\$\$^insert amount^** (GST exclusive) upon delivery of **^insert deliverable ^** (as described in Item 3);
- b. **\$\$^insert amount^** (GST exclusive) upon delivery of **^insert deliverable ^** (as described in Item 3).

11. Allowances and Costs
(see clauses 3.1.1.b & 8.1.3.c)

^Insert details of allowances and costs. If there are no additional allowances or costs complete 'Not Applicable'^

12. Facilities and Assistance
(see clauses 3.1.1.d & 8.1.3.d)

13. Required High Court Material
(see clause 4.1.1)

^Insert required High Court Material. If there is not such material provided, complete 'Not Applicable'^

14. Use of High Court Material
(see clause 4.1.3)

^Insert details of conditions or restrictions on the use of High Court Material^

15. Existing Material
(see clause 4.2.2)

^Insert details of Existing Material^

16. Moral Rights
(see clause 4.3)

Permitted Acts

In addition to those set out in clause 4.3.1, the following are 'Permitted Acts' for the purposes of clause 4.3.1e:

- a. use of the Contract Material for advertising, merchandising or promotional purposes of any kind;
- b. incorporating the Contract Material into a website or as part of a multi-media training programme;
- c. synchronising the proposed sound recording as part of the soundtrack of a film; or
- d. removal and/or relocation of the proposed sculpture to an alternative location, including disassembly as necessary for that purpose.

17. Security Requirements
(see clause 11)

Level of Security Classified Resources

^insert classification level^

Additional Security Requirements

The Service Provider must comply with the Protective Security Policy Framework (PSPF) and **^insert relevant High Court policies^**.

The Service Provider is authorised to disclose **^insert relevant Official Information^** to **^insert name of person(s) to whom disclosure is authorised^** provided that **^insert any conditions^**.

18. Privacy Codes, Guidelines, Determinations or Recommendations (see clause 10.4.2.b)

^Insert relevant privacy directions, guidelines, determinations or recommendations ^

19. Service Provider's Confidential Information (see clause 5)

a. Information contained in contract:

Item	Period of Confidentiality
^insert relevant items^	

(b) Information obtained or generated in performing contract:

Item	Period of Confidentiality
^insert relevant items^	

20. High Court's Address for Notices (see clause 9.1.1.a)

Physical address	Parkes Place, Parkes, ACT, 2600
Postal address	PO Box 6309, Kingston, ACT 2604

Email

Telephone

21. Service Provider's Address for Notices
(see clause 9.1.1.b)

Physical address

Postal address

Email

Telephone

22. Insurance
(see clause 10.6)

Required insurance:

- a. workers' compensation as required by law;
- b. public liability insurance to a value of \$10 million; and
- c. professional negligence insurance to a value of \$5 million.

Signatures

SIGNED for and on behalf of the)
Commonwealth of Australia as)
represented by the High Court of)
Australia (ABN 69 445 188 986) by its
authorised delegate:

Name of signatory

Signature

In the presence of:

Name of witness

Signature of witness

SIGNED for and on behalf of ^Party 2
Name^ in accordance with section
127 of the *Corporations Act 2001*
(Cth) by:

Name of Director

Signature of Director

Name of Director/Company Secretary

*Signature of Director/Company
Secretary*