

Web-Based Forums Project Summary Report

August 2021

Dr Dimitri Batras and Dr Emma Bruce, Attained Success Consulting

Attained Success contact: Dimitri Batras – Director. Email: s 47F @attainedsuccess.com.au

*Open Arms –Veterans & Families Counselling (Open Arms) contact: s 47F , National Director-
Clinical Innovations. Email: s 47F @dva.gov.au*

Purpose

To scope the development and implementation of web-based forums as part of Open Arms' mental health service delivery for vulnerable and isolated veterans and their families. This Summary Report provides the emerging themes and options from program development work to date, as well as suggested next steps for discussion.

Context

The 2020-21 Budget Measure *Expansion of Open Arms – Veterans and Families Counselling* provided funding to develop web-based forums to connect socially and geographically isolated veterans and their families with Open Arms' lived experience Community and Peer Workers. As per the New Policy Proposal (NPP), Open Arms intends to expand its digital mental health capabilities:

Expanding digital mental health capabilities: *the introduction of pilot web-based forums to ensure that there is support available to vulnerable veterans and families, especially in rural and remote areas. It is anticipated that this will be achieved at a cost of approximately \$1.1 million over the four year period.*

Open Arms is seeking to introduce web-based forums to significantly improve Open Arms' ability to provide support to veterans and their families who are socially or geographically isolated. The program will target veterans and families living with vulnerable and at-risk individuals, those bereaved by suicide, veterans living with chronic trauma symptoms and families caring for these individuals. This may also incorporate web chat and other web-based technology options to engage with veterans and their families.

Introduction of web-based forums will assist in delivering on the fifth element of the Budget Measure: *Expansion of Open Arms – Veterans and Families Counselling*, and the recommendation from the Productivity Commission Inquiry Report *A Better Way to Support Veterans* that the Department of Veterans' Affairs (DVA) should ensure that the veteran community is better aware of the services available through Open Arms by facilitating and promoting access to high-quality mental health care.

As per the NPP, Open Arms' relationship with Head to Health will inform the development of the web-based forums. Open Arms will consult with the Department of Health and the Australian Institute of Health and Welfare in regards to their existing capabilities in delivering online mental health services and ensure that any procurement aligns with the Government procurement process for digital and ICT services. Open Arms will consult with relevant internal and external stakeholders, including engaging in a co-design process throughout project design, implementation and evaluation. As per the NPP, the Outcomes Monitoring Framework will inform the evaluation of this pilot, and in addition, qualitative data on the utility of the web-based forums will be collected.

Methods

In late May 2021, Clinical Innovations established a small team to direct project development for the Web-Based Forums Project. With the support of Attained Success Consulting, the following program development methods have been employed for the period June – August 2021:

- Project Concept Submission – developed by Open Arms Project Team (Attachment 1 – Web-Based Forums Project);
- Literature review of online mental health forums benefits and challenges (Attachment 2 – Mental Health Online Forums Literature Review);
- Environmental scan of existing online mental health forums (Attachment 3 – Web-based Forums Environmental Scan);
- Preliminary consultations with internal stakeholders, n= 19 (Attachment 4 – Key questions guiding the project; Attachment 5 – List of stakeholders consulted); and
- Privacy Impact Assessment – developed by Open Arms Project Team (Attachment 6 – Web-Based Forums Project).

Literature Review

The following is a list of key considerations ascertained from the literature for developing and running online mental health forums:

Moderation: Moderation is a key feature of organised online forums because it provides an opportunity to prevent or correct misinformation, editing messages to de-identify people to maintain privacy and safety. Moderation is also an effective way of providing sound advice on issues that may be beyond the capabilities of forum members.

Levels of Peer support: Peer support can be a useful tool in mental health recovery, as it highlights the successes of other people with similar experiences. Peer support can operate at an informal level within social media groups. It can also involve the use of a trained Peer workforce to provide support online as an extension of face-to-face service offerings.

Anonymity: Anonymity within the forums was a consistently cited benefit for users. Generally, online forums provide a space for people to engage without others knowing their identity, which could be useful in small communities where many people are familiar with one another, and privacy could otherwise be compromised.

Other key considerations: Confidentiality and privacy in the online environment; 24/7 accessibility to the forum; and ICT support to manage technical issues.

Environmental Scan

The purpose of the environmental scan was to report on the platforms and entities that currently deliver web-based mental health forums in Australia. The environmental scan highlighted that a successful mental health online forum requires:

- 24/7 operationalisation.
- Trained moderators.
- Clinician support.
- A range of activities involving different levels of user engagement such as discussion topics, formal and informal group chat, one-on-one chat with moderator/Peer, tools, and resources.
- Also important is the ability to have flexible options so the forum can be tailored to identified needs.

Preliminary Consultation Findings

Preliminary consultation themes pertaining to the key questions guiding this project are grouped and summarised below. These findings are based on consultations with internal stakeholders (n = 19), and contributions from the Web-Based Forums Project Team.

Forum attributes

Stakeholders suggested the following forum attributes:

- Safe, secure, and anonymous (confidential).
- Ability to contact a Clinician instantly if required.
- Ability for Open Arms to know who participants are on the 'back end' even if using a 'front end' pseudonym.
- Terms of engagement to which participants agree and adhere.
- Positive and strengths focussed.
- Moderated by trained Clinicians.
- 24/7 access.
- Inclusion of Community and Peer workers in the forum.

Key Success Factors

Outcomes and procedural factors associated with success included:

- The existence of a forum or early phases of a forum, such as an entry-level approach designed with veterans, families, and Peer workers.
- Designed in a way that allows for ongoing feedback to improve it and understand its effectiveness for the intended users.
- Reach socially and geographically isolated veterans and their families.
- Enable Community and Peer Workers to broaden their reach.
- Enable people with similar interests and in similar locations to connect and form relationships (potentially independent of the online forum) that assist with their mental health recovery.

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Implementation options emerging

Preliminary consultations with internal stakeholders explored what Open Arms web-based forums could look like as well as the ways in which they could be implemented. Stakeholders' reflections regarding potential implementation approaches have been synthesised and categorised into emerging options. These are described in Table 1.

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Next steps for the project

This Summary Report will form the basis of discussions and strategic guidance about the next steps for the project. It is suggested that discussions take place to identify priority vulnerable population groups for piloting of the forum. In addition, an engagement approach is followed for the development of web-based Peer and mental health forums. Regional Open Arms Clinicians, Peers, and managers' perspectives will be valuable to include at this early stage of the program's development.

The Web-based Forums Project Working Group is expanding membership to include diverse perspectives in the governance of this project, including Peer Advisors, however guidance from senior leaders is required to ensure membership includes representation from the business areas that are expected to 'own' the future program.

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INFORMATION BRIEF FOR DEPUTY SECRETARY POLICY & PROGRAMS

Digital Mental Health – Web-Based Forums

Critical Date: Nil

Reason: Routine

Recommendation(s) – That you: 1) note the Open Arms Digital Mental Health team will be contracting SANE Australia to deliver veteran/family forums as part of the 2020 -21 Web-Based Forums Budget Measure. Noted / Please discuss	
<p style="font-size: 2em; color: red; margin: 0;">s 47F</p> <p style="text-align: right; margin: 0;">14 / 11 /24</p> <p>Andrew Kefford PSM Deputy Secretary Policy & Programs</p>	<p>Comments</p>

Key points

1. This submission notes the Digital Mental Health (DMH) project team will be undertaking the following activity:
 - a) contracting the preferred supplier, SANE Australia, from the recently evaluated open tender process (PRN2023-801) to provide free and anonymous, 24/7 web-based chat-based service offering for veterans and families who may be experiencing mental health concerns.
2. **s 47F** has confirmed that the entire NPP allocation of \$1.1 million has been designated specifically for the Web-Based Forums (WBFs) project and will be delivered 12 months from the contract start date.
3. Additionally, this program will address issues canvassed by the Royal Commission into Defence and Veteran Suicide, particularly under:
 - o *Recommendation 72: Expand and strengthen healthcare services for veterans*
 - o *Recommendation 103: Improve the support, communication and services provided to Defence families*
 - o *Recommendation 73: Improve military cultural competency in health professions working with veterans*
4. The DMH project team approached the market through an open tender procurement to determine the cost of partnering with an experienced organisation to design and deliver free, anonymous chat services for veterans and their families. The Evaluation Panel selected SANE Australia as the preferred supplier due to their strong alignment with project requirements, their accreditation against the Digital Mental Health Standards and extensive experience in developing similar chat forums for vulnerable populations.
5. The forums are to be moderated 24/7 by relevant lived experience and health professionals employed by the Contactor to identify and respond to a variety of risk factors, strengthen protective factors and ensure appropriate content. The web-based forums will connect veterans and families with community and peer support in a safe online environment.

- 6. The forums will be developed for groups and individuals needing support including, but not limited to: families living with vulnerable and at-risk individuals; those bereaved by suicide; veterans living with chronic symptoms of trauma and the families caring for these individuals.

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Financial Implications

- 8. Yes. The program is estimated to cost **\$1,098,185** (GST inclusive).

Note: Funding for this initiative has been allocated and approved

Background

- 9. Due in part to natural disasters and the COVID-19 Pandemic, Open Arms saw an increase in demand for services. As a result, the Australian Government allocated \$4.6m in the 2020-21 Budget to support the Expansion of Open Arms & digital mental health capabilities. Of this total, \$1.1m was allocated to establish Web Based Forums (WBF) enabling veterans and families who are geographically or socially isolated to access mental health supports.

This partnership with SANE will test the feasibility of web-based options, by offering alternate engagement pathways, access to virtual group learning and support environments, soft entry into mental health support and the opportunity for connection with like-minded individuals to create networks.

Sensitivities

- 10. No

Stakeholders

- 11. Yes.
 - DVA Procurement
 - Contract Law
 - External Supplier – SANE Australia

Summary of attachments

Nil

Clearance

Cleared by:	Leonie Nowland, First Assistant Secretary, Open Arms – Veterans & Families Counselling 13 November 2024	s 47F
Contact:	s 47F Director, Projects and Programs Assurance	s 47F
Division:	Open Arms – Veterans & Families Counselling	



MINISTERIAL SUBMISSION

Choose Minister

Through: Deputy Secretary Policy & Programs

CC: N/A

<p><u>Received in MO</u></p> <p>Select date.</p>
--

Web-Based Forums Budget Measure – Procurement

Critical Date: Nil

Reason: Routine

<p>Recommendation(s) – That you:</p>	
<p>1) note the information provided regarding the Web-Based Forum Budget Measure associated with MC23-004777.</p>	<p>Noted / Please discuss</p>
<p>/ /23</p> <p>The Hon Matt Thistlethwaite MP Assistant Minister for Veterans' Affairs</p>	<p>Comments (for MO use only)</p>

Key points

1. In January 2023, a Web-Based Forums (WBF) strategy was developed outlining the planned delivery of pilot projects under the 2021-22 WBF Budget Measure. This was endorsed by the Assistant Secretary (AS) of the Mental and Social Health Programs (MSHP) Branch as part of the former Mental Health and Wellbeing Services Division.
2. The WBF strategy proposed engaging an external provider with specialist skills in delivering online chat forums specifically for veterans and families facing complex mental health concerns. Participants have the option to participate using a pseudonym, however their personal information is available to the forum facilitators to ensure risk and safety measures are appropriately managed.

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4. The WBF project team conducted an environmental and market scan to identify external providers with the required skills and experience to deliver the forums.
5. In July 2023, two suitable organisations were approached through the limited tender approach (SANE Australia and Beyond Blue), requesting them to submit a quote to pilot veteran-focused, lived experience and peer-informed online forums in line with the measure.

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7. In late September 2023, SANE Australia contacted the WBF team on two occasions seeking an update on the progress of their submission. The WBF project lead sought advice from the Divisional procurement team in drafting responses to SANE that were provided.
8. In early October, as part of a realignment of Departmental functions and associated funding, a decision was made to move the WBF work back under the newly formed Open Arms Division.

Security Classification

PDR NUMBER

9. Under new reporting arrangements, Open Arms executive requested a chronology and background of the WBF to date, and requested additional procurement advice be sought from the Department's central procurement team to ensure we were complying with the Commonwealth Procurement Rules (CPRs).
10. In November 2023, a detailed briefing pack outlining risks around the current procurement approach that commenced under MSHP was provided to Open Arms executive for review and determination of next steps.
11. The Open Arms First Assistant Secretary determined that the current limited tender approach with SANE Australia did not adhere to the CPRs and requested this procurement be cancelled.

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13. Open Arms contacted SANE Australia's CEO Rachel Green by phone on 29 November 2023 and provided her with an update on the cancellation of the procurement ahead of them receiving written advice. This phone call was positive in nature and contact details were provided for any further enquiries.
14. Open Arms is now finalising arrangements for a competitive open tender process, anticipated to launch early 2024 to achieve the project objectives and deliver online forums for veterans and their families.

Sensitivity

1. No.

Media

2. No.

Stakeholders

3. Yes. SANE Australia

Appointments

4. No.

Legal Implications

5. No.

Financial Implications

6. No.

Background

Due to natural disasters and the COVID-19 Pandemic, Open Arms saw an increase in demand for services. As a result, the Australian Government allocated \$4.6m in the 2020-21 Budget to support the Expansion of Open Arms & digital mental health capabilities.

Of this total, \$1.125m (over a 5 year period) has been allocated to establish WBF enabling veterans and families who are geographically or socially isolated to connect with Open Arms Peers.

Security Classification

PDR NUMBER

The purpose of the project is to enhance Open Arms' digital mental health capabilities to improve the accessibility of support for veterans and families, specifically families living with vulnerable and at-risk individuals, those bereaved by suicide, veterans living with chronic trauma symptoms and the families caring for these.

DVA intends to expand its digital mental health capabilities by testing the feasibility of web-based options, by offering alternate engagement pathways, access to virtual group learning and support environments, soft entry into mental health support and the opportunity for connection with like-minded individuals to create networks.

Related correspondence / briefs

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Consultation

Yes, with FAS of Program Delivery Division.

Clearance

Cleared by:	Leonie Nowland, First Assistant Secretary Open Arms	s 47F
Contact:	Michael Burvill, Ag Assistant Secretary Clinical Operations	s 47F
Division:	Open Arms	

Expansion of Open Arms – Veterans & Families Counselling

Ministers

Senator the Hon Linda Reynolds CSC, Minister for Defence

The Hon Darren Chester MP, Minister for Veterans and Defence Personnel

Affected Entity

Department of Veterans' Affairs

Proposal

This proposal provides \$5 million over the forward estimates commencing 1 July 2020 to establish an outcomes monitoring framework and expand mental health and suicide prevention services. This will be achieved by:

- **Implementing an Outcomes Monitoring Framework:** to develop outcome measures to ensure high quality service delivery and determine which components of the service provide the most effective support. It is anticipated that this will be achieved at a cost of approximately \$0.5 million over the four year period.
- **Increasing Open Arms' Community and Peer Teams:** expanding the Open Arms Community and Peer Program to the only Veterans Wellbeing Hub without a designated team and a region with a high volume of veteran residents and complex cases. This will increase the geographical reach and provide coverage to two areas of high demand for this service. It is anticipated that this will be achieved at a cost of approximately \$3.25 million over the four year period.
- **Expanding digital mental health capabilities:** the introduction of a pilot web-based forums to ensure that there is support available to vulnerable veterans and families, especially in rural and remote areas. It is anticipated that this will be achieved at a cost of approximately \$1.25 million over the four year period.

Open Arms services include direct counselling for individuals, couples and families, case management, group treatment and psycho-educational programs, community and peer advisor support, after-hours telephone counselling, suicide prevention training and crisis accommodation, and referrals to other services. An Outcomes Monitoring Framework will ensure the Open Arms is delivering not only quality services but that resources can be focus on the most effective programs.

Between 2001 and 2017 compared with data for all Australian men, the age-adjusted rate of suicide was 48% lower for men currently serving in the ADF (full-time or in the reserve), but 18% higher for ex-serving men. The age-adjusted rate for ex-serving women was also higher than in Australian women. Open Arms is seeking to target these at-risk cohorts by expanding an successful assertive outreach Community and Peer Program to two new regions and expanding to rural and remote regions through web-based forums.

No legislation changes are required. Funding will start from 1 July 2020. ICT changes are needed for this proposal. Services to clients will begin from 1 July 2020.

Alignment: The proposal supports Prime Minister's directive to urgently progress efforts on veteran mental health and suicide prevention. It aligns with key strategic priorities identified in a number of recent reviews and initiatives, including:

- The Productivity Commission's Recommendation to monitor and routinely report on Open Arms' outcomes (recommendation 17.2).

The Veteran Mental Health Strategy and Action Plan.

- Review into the Suicide and Self-Harm Prevention Services Available to current and former serving ADF members and their families by the National Mental Health Commission 2017.
- The Senate Inquiry into Suicide by Veterans and Ex-Service Personnel, 'The Constant Battle – Suicide by Veterans' 2017.

Who would benefit: The 27,000 veterans and families who access Open Arms annually will benefit from Outcomes Monitoring Framework. The Community and Peer Teams will increase the case management services available to 6 000 veterans and their families in the Nowra and Maryborough regions. The online web forum has the potential to support up to 4,000 veterans and their families in highly vulnerable cohorts.

Linked proposals: The net impact of this proposal (\$5.0 million over the four year period) is offset by the savings proposals in this Submission.

Key messages

- Open Arms will be monitoring clinical and wellbeing outcomes to ensure that it provides accessible and high-quality service to veterans and their families.
- The expansion of Open Arms' Community and Peer Engagement Program will improve mental health outcomes for vulnerable and at-risk individuals.
- Enhancing Open Arms' digital mental health capabilities will improve the accessibility of support for veterans and their families, specifically families living with vulnerable and at-risk individuals, those bereaved by suicide, veteran living with the chronic trauma symptoms and the families caring for these individuals.

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Reasons

- **Implement an Outcomes Monitoring Framework:** to develop outcome measures to monitor the performance of the Service and determine which components of the service provide the most effective support to veterans and their families.

Open Arms in the next six months will implement an enhancement to its current Client Management System which will allow the collection of multiple data points through the client journey. This will allow the same data to be collected for all the types of support services provided, importantly allowing analysis not only of the quality of the service but also which components are the most effective. To ensure that the correct data is being collected at the most effective time points and regular reporting, an epidemiologist will be contracted to establish the outcomes monitoring framework.

Community and Peer Teams will improve outcomes for vulnerable clients

Open Arms Community and Peer Teams comprise clinicians and peer workers with lived experience of mental health and the ADF, who work together to enhance care coordination for vulnerable and high-risk clients. The services they offer include:

- Care coordination together with clinical staff to support at-risk clients.
- Linking with key external stakeholders, such as community mental health and support services, and ex-service organisations (ESOs).
- Establishing care pathways with local psychiatric hospitals.
- Increasing the visibility of veteran and family mental health services through speaking engagements, information activities and events.
- Facilitating regional mental health peer networks with a specific focus on veterans and their families.
- Co-facilitating mental health and suicide prevention training and group programs.
- Providing lived experience advisory services on ADF military service and culture.

In 2017-18 Open Arms undertook a two year pilot of this program in Townsville, which was evaluated by external agency Gripfast Consulting. The evaluation outcome found that the presence of the lived-experience peer in Open Arms facilitated the breaking down of barriers to care, improved relationships with key community groups, reduced the stigma surrounding mental health and seeking help, and improved the holistic mental health and wellbeing outcomes for veterans and their families. The evaluation supported the national implementation of the program, which occurred in November 2019.

Currently Open Arms has Community and Peer Teams to support the Veterans Wellbeing Centres in Townsville, Perth, Adelaide, Wodonga and Darwin. Nowra is the only Veteran Wellbeing centre that Open Arms does not have current Community and Peer Team resources to support clients. Additionally Maryborough has been identified as the second location due to high volume of veteran population and the demand for services. The South Queensland region has one of the highest numbers of current complex cases within Open Arms. Current resources allow the South Queensland Peer Team to cover Brisbane, Sunshine Coast and Gold Coast however, do not have the capacity beyond this. This expansion involves recruitment of additional clinicians and peer workers as well as provision of the necessary infrastructure.

Digital mental health capabilities to reach vulnerable and at-risk individuals

The introduction of a pilot of web-based forums that include the Community and Peer Teams will improve the accessibility of care for veterans and their families. This extension of service will significantly improve Open Arms' ability to provide support to veterans and their families who are geographically or socially isolated, or who are limited by the local availability of culturally appropriate and military sensitive services.

The web-based forums will connect veterans and families with community and peer support in a safe environment. Forums will be developed for groups needing support including, but not limited to: families living with vulnerable and at-risk individuals, those bereaved by suicide, veteran living with the chronic trauma symptoms and the families caring for these

individuals. The Outcomes Monitoring Framework will inform the evaluation of this pilot, however qualitative data on the utility of the web-based forums will be collected.

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Average Staffing Level (ASL) for this proposal

No ASL impact for this proposal.



Australian Government
Department of Veterans' Affairs

ELECTRONIC RECORDS

NB: These documents have been obtained from an electronic record. An original hard-copy version of this record does not exist.



Australian Government

Department of Veterans' Affairs

Request for Tender

PRN2023-801

Request for Tender in relation to Web-Based Forums and
Online Suicidality Support

24 May 2024

INSTRUCTIONS FOR TENDERERS – OVERVIEW OF DOCUMENTS AND REQUIREMENTS

This Request for Tender (RFT), whilst presented as one document is split into two parts:

Part One – Conditions of Tender

Part Two – Statement of Requirements, Tender Response Form, and draft Contract

Read all the documents, including the attached draft Contract and the Statement of Requirements, and consider them carefully;

- a) If needed, email clarification questions on RFT requirements to the Contact Officer via the tender email box LECS.WEBBASEDFORUMS@dva.gov.au;
- b) Complete the 'Tender Response Form' at Part Two, Schedule 2, as instructed, including the Fee Schedule spread sheet as located in AusTender Web-Based Forums – Schedule of Fees.xls.
- c) Complete and sign the 'Tenderer's Deed' at Part Two, Schedule 2, Attachment 2;
- d) Complete the Tender Submission Checklist, prior to lodgement; and
- e) Lodge the Part Two-Schedule 2 – 'Tender Response Form' including the Tenderer's Deed, Fee Schedule spreadsheet and any required supporting information or Attachments via AusTender prior to the Closing Time.

1. TENDER RESPONSE FORM

The information that you provide in the Tender Response Form will be assessed to determine the preferred tenderer(s) who will be offered the Contract to perform the Services or Products.

The guidance information provided in each Schedule is to assist tenderers in properly responding to the RFT Tender Response Form. It is not a substitute for tenderers reading and understanding the Terms of the draft Contract (at Part Two - Schedule 3 of to this RFT) and the Statement of Requirements (Part Two - Schedule 1 to this RFT).

If there is inconsistency between any part of this RFT, such as wording of the requirements between the RFT, Tender Response Form, draft Contract (including the Statement of Requirements), then the Terms as set out in Part One, clause 2.1(d) apply.

2. DRAFT CONTRACT and STATEMENT OF REQUIREMENTS

This RFT should be read in conjunction with the draft Contract (Part Two - Schedule 3 to the RFT and the Statement of Requirements, Part Two - Schedule 1 to the RFT).

The draft Contract sets out the standard contract used by the Department for service providers. The Department will require the successful tenderer(s) to substantially comply with this draft Contract, but is prepared to negotiate some amendments. Tenderers should carefully read the draft Contract and detail as part of the Tender Response any non-compliance with the draft Contract, (at Attachment 6) of the Tender Response Form (Part Two, Schedule 2) and any specific amendments being requested. The Department will risk assess non-compliances or requested amendments as part of its evaluation of Responses.

The specific information relevant to your organisation will be inserted by the Department into the draft Contract before signing by both parties.

The Statement of Requirements (Part Two Schedule 1) sets out what the Department will require your organisation to do in providing Services, if you are successful in this RFT. These requirements should be read carefully. The

Statement of Requirements will be attached to the Contract (as Schedule 3). The Statement of Requirements will be monitored for performance and compliance during the Term of the Contract.

REMINDER:

- Read all documents carefully;
- Comply with the Conditions for Participation;
- Complete checklist – Not to be included in Tender Response; and
- Lodge Schedule 2 of Part Two – Tender Response Form, including the Tenderer's Deed and Fee Schedule, and Attachments prior to Closing Time.

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PART ONE

REQUEST FOR TENDER IN RELATION TO OPEN ARMS WEB-BASED FORUMS AND ONLINE SUICIDALITY SUPPORT

Conditions of Tender

1. RFT DETAILS

Item No.	RFT Information	RFT Details	
(a)	(b)	(c)	
1.	RFT Number	PRN2023-801	
2.	RFT Name	Web-Based Forums and Online Suicidality Support	
3.	Division 2 of the Commonwealth Procurement Rules (CPRs)	The additional rules detailed in Division 2 of the CPRs do apply to this procurement.	
4.	Covered Procurement	This procurement is a covered procurement for the purposes of the Government Procurement (Judicial Review) Act 2018 (Cth).	
5.	Contact Officer	Email	LECS.WEBBASEDFORUMS@dva.gov.au
6.	Tender Lodgement Address	AusTender, at https://www.tenders.gov.au/ Further details regarding lodgement are provided at clause 0.	
7.	Closing Time	2:00pm local time in the Australian Capital Territory on 24 June 2024	
8.	Industry Briefing	An industry briefing will not be held.	
9.	Tender Offer Period	Six (6) months after the Closing Time	
10.	Last Date for Tenderer Questions	Five (5) Business Days before the Closing Time – 17 June 2024	
11.	Last Date for Department Responses	Two (2) Business Days before the Closing Time – 20 June 2024	

2. GENERAL CONDITIONS

2.1 Approach to market

- (a) The Commonwealth of Australia as represented by the Department of Veterans' Affairs & the Repatriation Commission and the Military Rehabilitation and Compensation Commission ABN 23 964 290 824 (Department) invites the submission of tenders for the provision of Web-Based Forums and Online Suicidality Support in accordance with this Request for Tender (RFT).
- (b) This RFT comprises of:
 - Part One
 - (i) these Conditions of Tender;
 - Part Two
 - (i) Schedule 1- Statement of Requirements
 - (ii) Schedule 2 - Tender Response Form; and
 - (iii) Schedule 3– Draft Contract.
- (c) In this RFT, unless the contrary intention appears, defined terms and acronyms have the same meaning given to them in the RFT Details table at clause 1 or the Draft Contract.
- (d) The rules of interpretation as contained in the Contract apply to this RFT. If there is inconsistency between any part of this RFT, a document higher in the following list prevails over a document lower in the list to the extent of the inconsistency:
 - Part One
 - (i) these Conditions of Tender;
 - Part Two
 - (ii) Schedule 1- Statement of Requirements
 - (iii) Schedule 2 - Tender Response Form; and
 - (iv) Schedule 3– Draft Contract.

2.2 Background

- (a) Open Arms is a Commonwealth funded, accredited mental health service that provides mental health services to current and ex-serving military people and their families. It is the only national mental health service that provides military aware mental health support across the entire lifespan to individuals and their families.

Open Arms intends to expand its digital mental health capabilities by testing the feasibility of web based options, with an aim to improve connection and support for veterans and their families who are geographically or socially isolated, including those in rural and remote locations.

This service offering will provide alternate engagement pathways, access to virtual group learning and support environments, soft entry into mental health support and the opportunity for connection with like-minded individuals to create networks.

Ultimately, this program seeks to encourage and increase help-seeking behaviours for veterans' and their families who may otherwise experience barriers to engagement.

- (b) Open Arms is seeking to pilot two separate programs:
 - (i) Project 1 - Web Based Forums: a free and anonymous (by use of pseudonym) 24/7 web based chat-based service offering for veterans and families who may be experiencing mental health concerns
 - (ii) Project 2 - Online Suicidality Support for Veteran Families and Carers: An online support program for veteran families and carers affected by suicide

2.3 Purpose

- (a) The purpose of this RFT is to obtain the services of one or more suitably qualified and experienced supplier to:
 - (i) Expand Open Arms digital mental health capabilities
 - (ii) Pilot web-based forums for veterans and their families
 - (iii) Improve accessibility of support for those in regional and remote locations
 - (iv) Increase availability of culturally appropriate, military sensitive resources
 - (v) Enhance DVA's online care and support options for veterans and families at-risk, or living with at-risk individuals, those bereaved by suicide, veterans living with chronic trauma symptoms, and families caring for these individuals
- (b) The Department's requirements are set out in more detail in:
 - (i) Schedule 1- Statement of Requirements
- (c) Tenderers may submit proposals for Project 1 or Project 2 OR Project 1 and Project 2. Tenderers are required to nominate the project(s) that they are tendering for in Part Two Schedule 2 Tender Response Form.

2.4 Indicative RFT timetable

- (a) This RFT is intended to be conducted in accordance with the following indicative timetable:

Item No.	Activity	Indicative Date
(a)	(b)	(c)
a)	Release of RFT	24 May 2024
b)	Deadline for final submission of questions/clarifications	17 June 2024
c)	RFT Closing Time	24 June 2024 at 2:00pm local time in the Australian Capital Territory

d)	Indicative date for signing Contracts(s)	3 September 2024
e)	Commencement of full Services	24 September 2024

- (c) Any time or date in this RFT is for the convenience of the Department. The inclusion of a time or date in this RFT does not create an obligation on the part of the Department to take any action or exercise any right established in this RFT or otherwise.

2.5 RFT questions

- (a) Tenderers must direct any questions regarding this RFT to the Contact Officer in writing by email as specified at clause 1: RFT Details.
- (b) Tenderers may submit questions to the Contact Officer up until five (5) Business Days before the Closing Time.
- (c) The final release of answers to questions lodged will take place two (2) business days prior to the Closing Time.
- (d) Any questions submitted by tenderers are provided on the basis that the Department may circulate these, and the Department's response, to all other tenderers without disclosing:
- (i) the source of the question;
 - (ii) any Confidential Information; or
 - (iii) the substance of a proposed tender.
- (e) Tenderers should identify in their question what, if any, information in the question is confidential.
- (f) Approaches, direct or indirect, to other officers, employees or agents of the Department for the purpose of obtaining information in respect of this RFT are prohibited. Enquiries not in accordance with clause 1.1(a) may be considered as grounds for exclusion from this RFT process.

2.6 Complaints

- (a) Subject to clause 1.1(a), any complaints relating to the RFT are to be directed to the Contact Officer.
- (b) Any complaint relating to this RFT which is made under the *Government Procurement (Judicial Review) Act 2018* (Cth) is to be lodged in writing via email to the Contact Officer.
- (c) The submission of a complaint by a tenderer will not prejudice the tenderer's participation in this RFT process, nor in any future Commonwealth procurement processes.

2.7 No contract or undertaking

- (a) This RFT is an invitation to treat. Nothing in this RFT should be construed as giving rise to any contractual or equitable obligations of the Department to any tenderer. No contractual obligations or liabilities are intended to arise as a consequence of this RFT unless and until the Department executes a contract with a preferred tenderer(s).
- (b) Clause 1.1(a) does not apply to:
 - (i) the Tenderer's Deed executed by a tenderer;
 - (ii) a confidentiality deed executed by a tenderer; or
 - (iii) any other deed or contractual arrangement entered into by the tenderer, as required by the Department from time to time.
 - (iv) Tenderers participate in this RFT at their own risk. [Subject to any liability arising under the Government Procurement (*Judicial Review*) Act 2018 (Cth)], the Department will not be responsible for any costs or expenses incurred by tenderers as a result of participating in this RFT.

3. TENDER PREPARATION AND LODGEMENT

3.1 Tenderers to inform themselves

- (a) The Department makes no representations or warranties that the information in this RFT or any information provided to tenderers during this RFT is, or will be, accurate, current or complete.
- (b) Tenderers are responsible for:
 - (i) examining this RFT and any other information made available or referenced by the Department in connection to this RFT;
 - (ii) examining all further information which is obtainable through reasonable enquiries which are relevant to identifying and considering the risks which may impact their tender; and
 - (iii) satisfying themselves that their tender (including their tender price) is accurate, complete and not misleading.
- (c) In preparing their tenders, tenderers must not rely on any representation as adding to or amending this RFT.

3.2 Tender preparation

- (a) Tenderers should complete and provide the information in the manner requested in the Tender Response Form at Schedule 2, Part Two.

Tenders should be lodged in Microsoft Word (.doc or .docx), Microsoft Excel (.xls or .xlsx), PDF (.pdf) or another format which has been agreed in writing by the Contact Officer prior to the tender closing date.

The file name of each document forming part of the tender should:

- (i) include the tenderer's name; and

- (ii) where the tender comprises multiple files, include a description reflecting the various parts of the tender the file represents.

Scanned images of signed or initialled pages within a tender, including the Tenderer's Deed and any Deeds of Confidentiality where they are required, are permitted.

The total combined size of all tender files should not exceed 50 megabytes.

Tenders must be completely self-contained. Tenders must not contain hyperlinked or other material by reference.

3.4 Part tenders

- (b) The Department will accept tenders for one or both projects. DVA will not accept tenders for parts of project 1 or 2.

3.5 Lodgement of tenders

- (a) AusTender is the Australian Government's procurement information system. Access to and use of AusTender is subject to terms and conditions. In participating in this RFT, tenderers are to comply with those terms and conditions and any applicable instructions, processes, procedures and recommendations as advised on AusTender at <https://www.tenders.gov.au/?event=public.termsOfUse>.
- (b) Tenders must be lodged electronically via AusTender (<https://www.tenders.gov.au/>) before the Closing Time in accordance with the tender lodgement procedures set out in this RFT and on AusTender. If there is any inconsistency between the terms on the AusTender website and the Clauses in this RFT, the RFT Clauses will prevail.
- (c) All queries and requests for technical or operational support should be directed to:

AusTender Help Desk

Telephone: 1300 651 698

International: +61 2 6215 1558

Email: tenders@finance.gov.au

- (d) The AusTender Help Desk is available between 9am and 5pm Australian Capital Territory local time, Monday to Friday (excluding Australian Capital Territory and national public holidays).
- (e) Tenders lodged by fax, email, post or delivery to any Department location will not be accepted. The tenderer should ensure that their tender is lodged to the correct AusTender Approach to Market Identification (ATM ID). DVA will not accept tenders that are lodged to an incorrect ATM ID within AusTender.

3.6 Late lodgement policy

- (f) time displayed on AusTender is deemed correct and will be how the Department will determine whether a tender has been lodged before the Closing Time.

- (g) Any attempt to lodge a tender after the Closing Time will not be permitted by AusTender.
- (h) If a tender consists of multiple uploads, due to the number of files or file size, transmission of all files must be completed before the Closing Time.
- (i) The Department will not accept any late tenders, unless the tender was received late due solely to mishandling by the Department.

3.7 Illegibility

The Department may exclude from further evaluation any tenders containing information that is not clear and legible.

3.8 Unintentional errors of form

If the Department considers that there are unintentional errors of form in a tender, the Department may request the tenderer to correct or clarify the error, but will not permit any material change to the tender.

3.9 Tender Offer Period

- (j) The Tenderer's Deed includes agreement by tenderers that their tender remains open for acceptance during the Tender Offer Period.
- (k) The Department requires that tenders submitted in response to this RFT remain open for acceptance during the Tender Offer Period. Any such offer is not taken to have been accepted until a formal Contract is executed by the Department and the tenderer.
- (l) The Department may request an extension of the Tender Offer Period from the tenderer.

3.10 The Department's rights

- (a) Despite any other provision of this RFT, the Department retains the right to:
 - (i) amend any part of this RFT;
 - (ii) obtain and consider additional information (whether that information is obtained through the RFT process or by other means) relevant to a tender;
 - (iii) suspend or restart this RFT (including as required under, or in accordance with, the *Government Procurement (Judicial Review) Act 2018* (Cth));
 - (iv) discontinue this RFT when it is otherwise required to procure some or all of the Services under a coordinated procurement contracting arrangement;
 - (v) terminate the RFT process at any time if the Department determines that:
 - (A) it is in the public interest to do so;
 - (B) no tenderer represents value for money;
 - (C) no tenderer meets the conditions for participation; or
 - (D) no tenderer is fully capable of undertaking the Contract;

- (vi) use material a tenderer provides in response to one evaluation criteria to assess the tender against any other evaluation criteria;
 - (vii) use any additional information available when assessing a tender against an evaluation criteria;
 - (viii) seek clarification from any tenderer for the purposes of the tender evaluation;
 - (ix) seek amended tenders or call for new tenders;
 - (x) require any or all tenderers to perform a presentation or demonstration related to their respective tenders at a location determined by the Department, having provided the tenderers with reasonable notice;
 - (xi) ask some or all tenderers to host a site visit;
 - (xii) shortlist one or more tenders for the purpose of negotiations;
 - (xiii) enter into negotiations or discussions with one or more tenderers; or
 - (xiv) discontinue negotiations or discussions with a tenderer, whether or not the tenderer has been notified that it is the preferred tenderer.
- (b) The Department may at any time exclude a tender from further evaluation if:
- (i) the tender is incomplete or clearly non-competitive; or
 - (ii) an Insolvency Event occurs in relation to the tenderer or any of its Related Bodies Corporate.

4. CONFIDENTIAL INFORMATION

4.1 The Department's confidential information

- (c) Tenderers are to treat this RFT and any information provided to tenderers by or on behalf of the Department in connection with the RFT process as confidential and not disclose or use that information except as required to develop a tender.
- (d) In addition to clause 1.1(c), the Department may require a tenderer to execute a deed of confidentiality before obtaining some or all of the information relating to this RFT, and may also require the tenderer's officers, employees, advisors or contractors to also execute Deeds of Confidentiality.

4.2 Tenderer's confidential information

- (e) Subject to clause 1.1(f), the Department will treat all tenders submitted in response to this RFT as confidential, both before and after the award of any resultant Contract.

- (f) The Department may disclose information provided by a tenderer:
 - (i) to officers, employees, advisors or contractors of the Department in relation to the RFT process;
 - (ii) if authorised or required by law or Commonwealth policy;
 - (iii) if disclosure is required for the performance of the portfolio duties of the responsible minister for the Department or for public accountability reasons, including following a request by Parliament or a parliamentary committee;
 - (iv) for the purpose of defending any claim or proceeding in relation to the RFT process or any resultant Contract;
 - (v) if this information is already in the public domain other than due to a breach of confidence;
 - (vi) as contemplated under clause (h); or
 - (vii) if this is disclosed with the written consent of the tenderer.

4.3 Use of tender documents

- (g) All tenders become the property of the Department upon submission and the Department may use, retain and copy the information contained in the documents for the purposes of:
 - (i) the RFT process, including the evaluation and selection of any tender;
 - (ii) preparation and negotiation of any resultant Contract; and
 - (iii) verifying the currency, consistency and adequacy of information provided under any other RFT process conducted by the Department.
- (h) The Department may disclose tender documents to a third party for the purposes of assisting the Department in the conduct of the RFT process and for the purposes contained in clause 0.
- (i) Notwithstanding clause 0 and without prejudice to anything agreed in any subsequent contract, ownership of intellectual property in the information in a tender remains unchanged

5. POLICY AND LAW

5.1 Ethical dealing

- (a) The Department will not enter into a contract with tenderers who are:
 - (i) subject to a judicial decision against them relating to unpaid employee entitlements (not including decisions under appeal), where the employee entitlements remain unpaid; or

- (ii) named in the consolidated list referred to in regulation 40 of the *Charter of United Nations (Dealing with Assets) Regulations 2008* (Cth).
- (b) Tenders must be prepared without:
 - (i) improper assistance of current or former officers, employees, advisors or contractors of the Department; or
 - (ii) using information improperly obtained through a breach of confidentiality, section 122.4 of the *Criminal Code Act 1995* (Cth) or the *Public Service Act 1999* (Cth).
- (c) Tenderers must not:
 - (i) engage in misleading or deceptive conduct;
 - (ii) engage in any collusive tendering, anti-competitive conduct, or any other unlawful or unethical conduct with any other tenderer or any other person;
 - (iii) attempt to solicit information from or influence improperly any current or former officers, employees, advisors or contractors of the Department, or violate any applicable laws (including anti-corruption or bribery legislation) or Commonwealth policies regarding the offering of inducements in connection with the RFT process;
 - (iv) engage in, or procure or encourage others to engage in, activity that would result in a breach of the *Lobbying Code of Conduct* (<https://www.ag.gov.au/Integrity/lobbyists/Pages/Lobbying-Code-of-Conduct.aspx>);
 - (v) without the Department's prior written consent, permit any current or former officers, employees, advisors or contractors of the Department to contribute to their tender or participate in any activity relating to the RFT process, if that person was involved at any time in planning or managing this RFT process; or
 - (vi) otherwise act in an unethical or improper manner or contrary to any law in relation to their tender or the RFT process.
- (d) The Department may exclude from evaluation any tender lodged by a tenderer that has failed to comply with the obligations in this clause 0.

5.2 Conflicts of interest

- (a) Tenderers are to immediately notify the Contact Officer of any actual or potential conflict of interest that exists, or might arise during the RFT process or any resulting Contract.
- (b) A conflict of interest means any matter which could:
 - (i) prejudice the impartial conduct of the RFT process; or
 - (ii) prevent the tenderer from performing any resulting Contract diligently and independently.

- (c) If a conflict of interest arises, the Department may:
 - (i) exclude the tender from further evaluation;
 - (ii) enter into discussions to resolve the conflict; or
 - (iii) take any other action it considers appropriate.
- (d) Tenderers are to take such steps as the Department requires to resolve or manage a conflict of interest.

5.3 Modern Slavery

- (a) The Department is committed to ensuring compliance with the Commonwealth *Modern Slavery Act 2018* through the national Modern Slavery Reporting Requirement (reporting requirement). More information on this policy can be found at: <https://www.homeaffairs.gov.au/criminal-justice/Pages/modern-slavery.aspx>
- (b) Modern slavery includes eight types of serious exploitation: trafficking in persons; slavery; servitude; forced marriage; forced labour; debt bondage; deceptive recruiting for labour or services; and the worst forms of child labour.
- (c) The Tenderer must take reasonable steps to identify, assess and address risks of Modern Slavery practices in the operations and supply chains used in the provision of the Services; and
- (d) The Tenderer must complete the Questionnaire at Attachment A as part of their Tender response.

5.4 Workplace Gender Equality

- (a) In accordance with the *Workplace Gender Equality Procurement Principles*, the Department will not enter into any contract with a tenderer who is non-compliant under the *Workplace Gender Equality Act 2012* (Cth) (the **WGE Act**). More information on this policy can be found at: [Workplace Gender Equality Procurement Principles | WGEA](#)
- (b) Tenderers must:
 - (i) identify in their tender whether or not they are a 'relevant employer' under the WGE Act; and
 - (ii) if they are a 'relevant employer', submit with their tender, or prior to entering into a contract, a copy of a current letter of compliance issued by the Workplace Gender Equality Agency (**WGEA**).

5.5 Competitive Neutrality

- (a) In accordance with the *Commonwealth Competitive Neutrality Policy Statement*, the Department must ensure that no public sector entities engaged in significant government business activities receive a net competitive advantages over their private sector competitors by virtue of their public sector ownership. More information on this policy can be found at: <https://treasury.gov.au/sites/default/files/2019-03/cnps.pdf>.

- (b) Tenderers from the public sector are to demonstrate in their tender that the requirements of competitive neutrality have been met in respect of this RFT process.

6. EVALUATION OF TENDERS

6.1 Evaluation process

Tenders will be evaluated on the basis of achieving value for money consistent with the CPRs, in accordance with the evaluation criteria set out at clause 0 and the terms of this RFT.

6.2 Minimum content and format requirements

The Department will exclude a tender from further evaluation if the Department considers that the tender does not comply with any one or more of the following minimum content and format requirements:

- (a) the tender must be written in English or accompanied by an English translation;
- (b) all measurements must be expressed in Australian legal units of measurement, including prices in Australian dollars
- (c) the tender must include a signed Tenderer's Deed in the form provided (see Schedule 2 – Tender Response Form - **Error! Reference source not found. Error! Reference source not found.**);
- (d) The tender (including all attachments, annexes and supporting documentation) must be in a Microsoft Word (MS Office 2016 compatible), Microsoft Excel (MS Office 2016 compatible), PDF or another format which has been agreed in writing by the Contact Officer prior to the tender closing date, with Calibri font size 11 point;
- (e) The tenderer must provide a completed Schedule of Fees (see Part Two - **Error! Reference source not found.** Price and Payment)

6.3 Page and word Limits

Tenderers must comply with all specified page and/or word limits. DVA will not consider information for the evaluation that is outside of the specified page and/or word limits. Tenders must be completely self-contained and additional attachments that are outside of the prescribed page limits will not be accepted. Tenders must not contain hyperlinked or other material by reference.

6.4 Conditions for participation

The Department will exclude a tender from further evaluation if, at any time prior to the execution of any resultant Contract, the Department considers that the tenderer does not meet one or more of the following conditions for participation:

- (a) clause (i) (Judicial decisions relating to employee entitlements);
- (b) clause 5.1(d) (Workplace Gender Equality);
- (c) Clause 5.1(a)(ii) (Trade sanctions);
- (d) The tenderer must be a non-individual legal entity, such as an incorporated company, a trust where the trustee is an incorporated entity and the trust deed

provisions are acceptable to DVA, or an incorporated association, at the time of submitting a response to this RFT.

6.4 Essential requirements

- (a) The Department will exclude a tender from further consideration if at any time before a contract is executed, the Department considers that the tender does not comply with an essential requirement identified as such in the Statement of Requirements.
- (b) Any essential requirements will be evaluated as part of evaluation criterion 2 in Table A.
- (c) There are no essential requirements for this RFT.

6.5 Tender evaluation criteria

- (a) The criteria to be applied for the purposes of evaluation are those set out Table A below. Tenderers are to address each of the evaluation criteria by completing the Tender Response Form at Part Two Schedule 2.
- (b) For weighted evaluation criteria, the contribution of the score for each of the criterion is indicated by the weighting percentage set out in Table A below.

Table A – Evaluation Criteria

Item No.	Category	Evaluation Criterion	Relevant Tender Response Form	Weightings and Assessment
(a)	(b)	(c)	(d)	(e)
WEIGHTED EVALUATION CRITERIA				
1.	Organisation	<p>(a) The extent the tenderer demonstrate capability, capacity and experience, in providing services that are the same or similar to the Services in accordance with the Contract and Statement of Requirements</p> <p>(b) Key Personnel have suitable qualifications, skills and experience to plan and deliver the Services</p>	<p>Part Two - Schedule 2 Error! Reference source not found. Organisation and Key Personnel</p>	<p>(a) 20%</p> <p>(b) 20%</p>
2.	Solution	<p>The extent the tenderer’s proposed solution demonstrates the tenderer’s ability to deliver the Services in accordance with the Statement of Requirements, taking into account the tenderer’s:</p> <p>(a) Suitability of the proposed approach to, and methodology for delivering the Services;</p> <p>(b) Understanding the Services required and ability to achieve DVA’s objectives for the project/s.</p>	<p>Part Two – Schedule 2 Error! Reference source not found. Solution</p>	<p>(a) 30%</p> <p>(b) 30%</p>
Total Weighted (Technical) Evaluation Criteria				100%
UNWEIGHTED (COMMERCIAL and PRICING) EVALUATION CRITERIA				

Item No.	Category	Evaluation Criterion	Relevant Tender Response Form	Weightings and Assessment
(a)	(b)	(c)	(d)	(e)
3.	Price and Payment	The extent to which the tenderer's proposed pricing to deliver either one or both of the projects outlined in the Statement of Requirements, includes all relevant costs, is competitive and has acceptable risk.	Part Two – Schedule 2 Attachment 5: Price and Payment	Competitive assessed Non-weighted Risk Assessed
4.	Statement of non-compliance with the Contract	(a) The extent to which the tenderer is compliant with the RFT and draft Contract including the Statement of Requirements and the assessed level of risk relating to the negotiation of an acceptable Contract; (b) Confidential information	Part Two – Schedule 2 Attachment 7: Statement of non-compliance with the draft Contract	Non-weighted Risk Assessed
5.	Financial Capacity	The extent to which the tenderer has the financial capacity, corporate capacity and insurances to fulfil the Contractual obligations and the assessed level of financial risk relating to entering into a Contract with the tenderer.	Part Two – Schedule 2 Error! Reference source not found. Financial Capacity	Non-weighted Risk Assessed
6.	Risk	The degree of risk associated with the tender, including but not limited to; (a) The extent of compliance with the RFT and the draft Contract; (b) Any other risks to the Department that are inherent in, or associated with, the tender that have not already been evaluated under other criteria.	In assessing this criterion, DVA will take account of the risks identified against evaluation criteria 1-6 and any other relevant risks that are identified	Non-weighted Risk Assessed

6.7 Security, probity, referee and other checks

- (a) The Department may perform any security, probity, referee and financial investigations it considers necessary in relation to:
 - (i) tenderers;
 - (ii) their related entities; and
 - (iii) their respective officers, employees, advisors or contractors.
- (b) Tenderers are to promptly provide the Department with any information needed to undertake such investigations.

6.8 Substitution of tenderer

- (a) If during the period following the submission of the tender and prior to the execution of a resultant Contract with the successful tenderer, there occurs an event that has the effect of substantially altering the:
 - (i) composition or control of the tenderer; or
 - (ii) business of the tenderer,the Department may allow substitution of the tenderer with another legal entity following receipt of a jointly written request from or on behalf of the tenderer and the other legal entity.
- (b) If:
 - (i) no request for substitution is made; or
 - (ii) the Department chooses not to allow the substitution request under clause 1.1(a),the Department may decide not to consider the tender any further or take into account the impact of the event on the information provided in the tender.
- (c) If the Department allows a substitution under clause 1.1(a), the Department will evaluate the tender in its original form prior to the event, except that the impact of the event on the information previously provided may be taken into account.

6.9 Debriefing

- (a) Tenderers will be notified whether they have been successful in the RFT process and may request an oral or written debriefing.
- (b) Tenderers may request an oral or written debriefing by contacting the Contact Officer. Tenderers will be debriefed against the evaluation criteria set out at clause 0.

6.10 Applicable law

- (a) The governing law of the Australian Capital Territory applies to this RFT.
- (b) The courts of the Australian Capital Territory have non-exclusive jurisdiction to decide any matter arising out of this RFT.

END OF PART ONE

START OF PART TWO

INSTRUCTIONS FOR TENDERERS

This Request for Tender (RFT) is in two parts. This is the commencement of Part Two.

Tenderers only need to complete and submit Part Two – Tender Response Form.

- Read all the documents, including the attached Draft Contract and the Statement of Requirements, and consider them carefully;
- Complete Part Two Schedule 2, Part Two - Tender Response Form as instructed;
- Complete and sign the 'Tenderer's Deed' at Part Two, Schedule 2, Attachment 2;
- Complete the checklist prior to lodgement; and
- Lodge the Tender Response Form including the Tenderer's Deed and any required supporting information or Attachments via AusTender prior to the Closing Time.

REMINDER:

- Conditions for Participation
- Read all documents carefully
- Complete checklist
- Lodge Part Two – Tender Response Form and attachments prior to Closing Time via AusTender

PART TWO – Tender Response Form and Attachments

SCHEDULE 1

Statement of Requirements

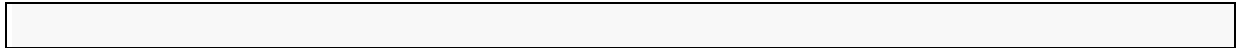
Refer to separate document - Web Based Forums and Online Suicidality Support– RFT Part Two
Schedule 1 - Statement of Requirements

SCHEDULE 2
Tender Response Form

Refer to separate document – Web Based Forums and Online Suicidality Support – RFT Part Two
Schedule 2 - Tender Response Form

SCHEDULE 3
Draft Contract

Refer to separate document – WEB Based Forums and Online Suicidality Support- Draft Contract
Your response to this RFT may be incorporated in the preparation and negotiation of any resultant Contract.



TENDER SUBMISSION CHECKLIST

**THIS TENDER SUBMISSION CHECKLIST IS INCLUDED FOR YOUR CONVENIENCE.
YOU SHOULD NOT INCLUDE THIS CHECKLIST WITH YOUR TENDER.**

	HAVE YOU AS THE TENDERER:	
1.	Thoroughly read and completely understood the RFT documentation, including the draft Contract at (Part Two, Schedule 3 of the RFT) and the Statement of Requirements at (Part Two, Schedule 1 of the RFT)	
2.	Completed ALL parts of the Tender Response Form?	
3.	Complied with the Conditions for Participation?	
4.	Responded to ALL the Evaluation Criteria?	
5.	Gathered ALL documentation as requested in this RFT?	
6.	Completed and signed the Tenderer's Deed at Part Two, Schedule 2, Attachment 2 and completed the Fee Schedule spreadsheet labelled Web-Based Forums Online Suicidality Support - Schedule of Fees.xls.	
7.	Complied with Minimum Content and Format requirements?	
8.	Allowed adequate time to upload the tender documentation on AusTender prior to the Closing Time?	



Australian Government

Department of Veterans' Affairs

**Provision of Web Based Forums and Online
Suicidality Support for Veteran Families and Carers
for**

THE DEPARTMENT OF VETERANS' AFFAIRS

STATEMENT OF REQUIREMENTS

RFT Part Two, Schedule 1

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1. Overview

1.1. Introduction

Open Arms —Veterans & Families Counselling service (Open Arms) provides free, confidential, nation-wide counselling and mental health support for current serving members, veterans and their families. The service is a legacy of the Vietnam veterans, now available to all current and ex-service personnel and families.

Funding has been made available by the Minister of Veterans Affairs through the 2020-2021 budget measure *Expansion of Open Arms – Veterans and Families Counselling* which requires Open Arms to partner with experienced organisations and personnel to pilot programs and initiative to support the delivery of Department of Veterans' Affairs (DVA) digital mental health capabilities in providing access to online mental health supports.

1.2. Purpose

The purpose of the project is to enhance Open Arms' digital mental health capabilities to improve the accessibility of support for veterans and families, specifically families living with vulnerable and at-risk individuals, those bereaved by suicide, veterans living with chronic trauma symptoms and the families caring for these consumers.

Under this funding allocation, Open Arms is seeking to pilot two separate programs:

Project 1 - Web Based Forums: a free and anonymous (by use of pseudonym) 24/7 web based chat-based service offering for veterans and families who may be experiencing mental health concerns. The forums are to be moderated 24/7 by relevant lived experience and health professionals employed by the Contactor to identify and respond to a variety of risk factors, strengthen protective factors and ensure appropriate content. The web based forums will connect veterans and families with community and peer support in a safe online environment. Forums will be developed for groups and individuals needing support including, but not limited to: families living with vulnerable and at-risk individuals, those bereaved by suicide, veterans living with the chronic trauma symptoms and the families caring for these individuals.

Project 2 - Online Suicidality Support for Veteran Families and Carers: An online support program for veteran families and carers affected by suicide. The support package is to be co-designed with those who have lived/living experience of suicide in addition to lived experience of the military and veteran life. The online suicidality support program will seek to increase coping ability and quality of life for veteran families and carers, reducing family/caregiver stress and isolation and building connection, hope and empowerment among this group.

Note to Tenderer: The Contractor is required to deliver the services including, but not limited to those described in this Statement of Requirements for Project 1 or Project 2 or Project 1 and Project 2 and as specified in the Deed of Agreement. DVA will insert the Project that the successful Tenderer is contracted to deliver.

2. Project 1 – Web Based Forums

2.1. Objectives

- a. Provision of evidence of the benefit and need for online web-based forums for veterans and their families that provide a culturally safe, online secure environment
- b. Improve accessibility of support for those in regional and remote locations across all Australian States and Territories
- c. Increase availability of culturally appropriate, military/veteran sensitive supports
- d. Enhance care and support options for veterans and families at-risk, or living with at-risk individuals, those bereaved by suicide, veterans living with chronic trauma symptoms (including post-traumatic stress disorder), and families caring for these individuals
- e. Facilitate connections between veterans and families with community and peer support in a safe online environment and without the need for personal identification within the forum.

2.2. Scope of Work

- a. Delivery of a 24/7 free and anonymous (by use of pseudonym) online mental health chat forums supporting veterans and families to share experiences and information.
- b. Promotion of Veteran and family chat forum through the Contractor's media platforms:
 - i. Website
 - ii. Social Media
 - iii. Contractor's newsletter (if available)
 - iv. Community engagement events
- c. Design evaluation metrics that will be used to assess the performance and effectiveness of the end product in line with the project objectives at clause 2.1.
- d. Reporting to DVA.

2.3. Deliverables

2.3.1. Project Plan

- a. A timetable of all key milestones – a description of each milestone and deliverable, including a detailed work breakdown schedule and timeline to meet each milestone
- b. Components of the project – including details of project objectives, methodology and approach to be undertaken to address the project objectives through the contracted deliverables
- c. Assurance of contact plans sufficiently covering engagement with those geographically and socially isolated

2.3.2. Risk Plan

- a. Appropriate engagement and support of participants, facilitating successful and safe participation
- b. Detailed approach to ensuring child safety and providing services to vulnerable persons, including providing evidence of compliance with working with children and vulnerable person checks in the Contractor's home state
- c. Mitigation plans covering but not limited to the following circumstances, including appropriate and timely notification to DVA. The Contractor is responsible for the identification, management and response to the following risks:

- i. Individual participants - expressing current suicidal ideation
- ii. Individual participants - indicating a crisis
- iii. Individual participants - disclosing violence to self or others, or from others
- iv. Individual participants - demonstrating threatening or inappropriate behaviour
- v. Where there is a potential or actual conflict with the Facilitators, or other participants
- vi. Individual participants - inability to comply with other stated online participation rules
- vii. Individual participants/program continuity and safety - plans to ensure appropriate facilitator and supporter resourcing

2.3.3. Privacy Management Plan

- a. The Contractor must prepare a Privacy Management Plan (PMP) for approval by the Department within thirty (30) days after execution of the Contract.
- b. The PMP must detail, in accordance with the Privacy Act (1988) and address the process for collecting, using, storing, and disclosing Personal Information in accordance with the Australian Privacy Principles (APPs). The PMP must include details of the Contractor's process for:
 - i. Ensuring a robust privacy collection notice and consent is put in place for disclosure of Personal Information which is limited to that required for the purpose of the Contractor's performance of the Contract
 - ii. Any privacy notifications will need to be provided and the content to be included in such notifications
 - iii. Securely storing and handling the Personal Information collected, including relevant ICT security and physical security/document handling measures to be followed
 - iv. Managing any complaints or requests for access to Personal Information; and
 - v. Managing any breach of the process or privacy obligations.

2.3.4. Continuity of Care Plan

- a. Outlining what, when and how supported referrals or escalations for participants requiring or benefiting from wider DVA support, or enhanced mental health support through Open Arms will be enacted, and how information on support options will be proactively provided to all participants, promoting health-seeking, and recovery.

2.3.5. Evaluation Plan

- a. Project evaluation plan that will demonstrate the parameters to be assessed to determine whether the project objectives are being met or are unmet.
 - i. All data to be collected requires de-identification.

2.3.6. Progress Reports

- a. The Contractor will provide quarterly reports, as outlined below, electronically to the DVA Contract Manager, to be submitted to DVA within ten (10) business days after the end of the period covered by the report, broken down by state/ territory

(if applicable). The first reporting period will commence as soon as one full calendar month of data becomes available.

- b. The Contractor will report quarterly, for the full term of the agreement outlining progress on key project objectives:
 - i. Forum engagement (breakdown to include current defence, veteran, defence family/carer and Veteran family/carer)
 - ii. Postcode data & ASGS Remoteness Area classifications
 - iii. Engagement themes and outcomes
 - iv. Participant outcome data from evaluation data (if available)
 - v. Considerations for improvement from forum participants
 - vi. Number of escalations (particularly disclosures/incidents of self-harm or suicide risk)
 - vii. Number of facilitator responses
 - viii. Referral pathways to DVA or Open Arms or other mental health and related support services

2.3.7. Project Closure Report

- a. The Contractor must provide to the Department a contract closure report summarising the entire contract period inclusive, but not limited to the following:
 - i. Geographic spread of participants
 - ii. Numbers of participants
 - iii. Issues or challenges with program delivery (such as recruitment)
 - iv. Aggregated participant information such as the number of males and females, Veteran or current ADF, sons and daughters, spouse or other family connection to the veteran community, age and cultural demographic
 - v. Engagement themes and outcomes
 - vi. Number of escalations (particularly disclosures/incidents of self-harm or suicide risk)
 - vii. Referral pathways to DVA or Open Arms or other mental health and related support service
 - viii. Program expenditure including detailed project costs, program resources and program administration
 - ix. Evaluation data and insights collected as per Evaluation Plan set out in clause 2.3.5
- b. In addition to the Project Closure Report the Contractor is required to de-identify and hand over to DVA all data collected over the duration of the project.

2.4. Milestones and Key Events

2.4.1. Timeframes

Deliverable	Proposed date
1. Inception meeting to finalise project plan	4 September 2024
2. Submit draft plans outlined in clauses 2.3.1, 2.3.2, 2.3.3, 2.3.4 and 2.3.5	2 October 2024
3. User testing of online forums	21 October 2024

4. Promotion of online forums as per item 2.2 b	4 November 2024
5. Launch of Online Forums	11 November 2024
6. Quarterly progress reporting on Deliverables	December 2024 March 2025 July 2025
7. Conduct Evaluation	August 2025
8. Submit draft Project Closure Report including evaluation & data	1 September 2025
9. Submit Final Project Closure Report	30 September 2025
10. Project completion	30 September 2025

3. Project 2 – Online Suicidality Support for Veteran Families and Carers

3.1. Objectives

- a. Provision of evidence of the benefit and need for online support that provide a culturally safe recovery oriented and trauma informed environment for veterans families/carers to support those impacted by suicide.
- b. Improve accessibility of support for those in regional and remote locations across all Australian States and Territories
- c. Increase availability of culturally appropriate, military sensitive recovery oriented support
- d. Increase coping ability and quality of life for Veteran family and carers
- e. Reduce the stress and isolation of the family/caregiver, enhance their recovery journey and build connection, hope and empowerment through these networks
- f. Reduce psychological distress of Veteran family members and carers
- g. Increase help-seeking behaviour and understanding of mental health and other supports available to veteran families/carers

3.2. Scope of Work

- a. Delivery of a package of online workshops/forums/facilitated group learning to provide support for Veteran families/consumers and carers who have experienced suicide bereavement.
- b. Promotion of online support package via the Contractor’s media platforms:
 - i. Website
 - ii. Social Media
 - iii. Community engagement events
 - iv. Contractor Newsletter (if available)
- c. Design evaluation metrics that will be used to assess participant outcomes and effectiveness of the program
- d. Reporting to DVA

3.3. Deliverables

3.3.1. Project Plan

- a. A timetable of all key milestones – a description of each milestone and deliverable, including a detailed work breakdown schedule and timeline to meet each milestone
- b. Components of the project – including details of project objectives, methodology and approach to be undertaken to address the project objectives through the contracted deliverables
- c. Assurance of contact plans sufficiently covering engagement with those geographically and socially isolated who may disengage throughout the course of their participation
- d. Waitlist management approach, agreed to with DVA (if applicable)

3.3.2. Risk Plan

- a. Adequate and visible approach to assessment of participant suitability, and individual support planning
- b. Appropriate engagement and support of participants, facilitating successful and safe participation, including management of emergency contacts, consent and limitations, testing IT platforms, screening and readiness

- c. Detailed approach to ensuring child safety and providing services to vulnerable persons, including providing evidence of compliance with working with children and vulnerable person checks in the Contractor's home state
- d. Mitigation plans covering but not limited to the following circumstances, including appropriate and timely notification to DVA. The Contractor is responsible for the identification, management and response to the following risks:
 - i. Individual participants - lack of attendance at a group session/s
 - ii. Individual participants - support plan should participant disengage (as above)
 - iii. Individual participants - expressing current suicidal ideation
 - iv. Individual participants - indicating a crisis
 - v. Individual participants - disclosing violence to self or others, or from others
 - vi. Individual participants - demonstrating threatening or inappropriate behaviour
 - vii. where there is a potential or actual conflict with the Facilitators, or other participants, or
 - viii. Individual participants - inability to comply with other stated group rules that reflect on that participant's suitability to attend future group offerings
 - ix. Program continuity and safety - minimum participant numbers for viability, covering both individual sessions and whole of cohort
 - x. Continuity of delivery plans, including covering primarily facilitator unavailability, and providing contingency support where follow up support to an individual is required during group facilitation.

3.3.3. Privacy Management Plan

- a. The Contractor must prepare a Privacy Management Plan (PMP) for approval by the Department within thirty (30) days after execution of the Contract.
- b. The PMP must detail, in accordance with the Privacy Act (1988) and address the process for collecting, using, storing, and disclosing Personal Information in accordance with the Australian Privacy Principles (APPs). The PMP must include details of the Contractor's process for:
 - i. Ensuring a robust privacy collection notice and consent is put in place for disclosure of Personal Information which is limited to that required for the purpose of the Contractor's performance of the Contract
 - ii. Any privacy notifications will need to be provided and the content to be included in such notifications
 - iii. Securely storing and handling the Personal Information collected, including relevant ICT security and physical security/document handling measures to be followed
 - iv. Managing any complaints or requests for access to Personal Information and
 - v. Managing any breach of the process or privacy obligations

3.3.4. Continuity of Care Plan

- a. Outlining what, when and how supported referrals or escalations for participants requiring or benefiting from wider DVA support, or enhanced mental health support through Open Arms will be enacted, and how information on support options will be proactively provided to all participants, promoting health-seeking, and recovery.
- b. Individual participants/program continuity and safety - contingency and management plans supporting participant connectivity issues
- c. Individual participants/program continuity and safety - plans to ensure appropriate facilitator and supporter resourcing

3.3.5. Evaluation Plan

- a. Project evaluation plan that will demonstrate the parameters to be assessed to determine whether the project objectives are being met or are unmet.
 - i. All data to be collected requires de-identification.

3.3.6. Progress Reports

- a. The Contractor will provide quarterly reports, as outlined below, electronically to the DVA Contract Manager, to be submitted to DVA within ten (10) business days after the end of the period covered by the report, broken down by state/ territory (if applicable). The first reporting period will commence as soon as one full calendar month of data becomes available.
- b. The Contractor will report quarterly, for the full term of the agreement outlining progress on key project objectives:
 - i. Engagement levels (including start numbers, dropout rates and end program numbers)
 - ii. Postcode data & ASGS Remoteness Area classifications
 - iii. Engagement themes and outcomes
 - iv. Participant outcome data from evaluation (if available)
 - v. Considerations for improvement from participants
 - vi. Number of escalations (particularly disclosures/incidents of self-harm or suicide risk)
 - vii. Referral pathways to DVA or Open Arms or other mental health and related support services

3.3.7. Project Closure Report

- a. The Contractor must provide to the Department a contract closure report summarising the entire contract period inclusive, but not limited to the following:
 - i. Geographic spread of participants
 - ii. Numbers of participants;
 - iii. Issues or challenges with program delivery (such as recruitment);
 - iv. Aggregated participant information such as the number of males and females, Veteran or current ADF, sons and daughters, spouse or other family connection to the veteran community, age and cultural demographic;
 - v. Engagement themes and outcomes

- vi. Number of escalations (particularly disclosures/incidents of self-harm or suicide risk)
 - vii. Referral pathways to DVA or Open Arms or other mental health and related support service
 - viii. Program expenditure including detailed project costs, program resources and program administration.
 - ix. Evaluation data and insights collected as per Evaluation Plan set out in clause 3.3.5
 - x. The contract closure report is due in accordance with the Milestones in clause 4.1.
- b. In addition to the Project Closure Report the Contractor is required to de-identify and hand over to DVA all data collected over the duration of the project.

3.4. Milestones and Key Events

3.4.1. Milestones and timelines

Event	Proposed date
1. Inception meeting to finalise project plan/	4 September 2024
2. Submit draft plans outlined in clauses 3.3.1, 3.3.2, 3.3.3, 3.3.4 and 3.3.5	2 October 2024
3. Promotion of online support program as per item 3.2 b	11 November 2024
4. Commence delivery of online support program	1 December 2024
5. Quarterly progress reporting on Deliverables	December 2024 March 2025 July 2025
6. Conduct Evaluation	July 2025
7. Submit draft Project Closure Report including evaluation and data	1 September 2025
8. Submit Final Project Closure Report	30 September 2025
9. Project completion	30 September 2025

4. Reporting and Communications

4.1. Meetings with DVA

- 4.1.1.** The Contractor must attend an orientation meeting with DVA within two weeks from the commencement date of the contract.
- 4.1.2.** The Contractor must attend four video conference ('quarterly') meetings with DVA to discuss deliverables and performance.
- 4.1.3.** The Contractor must inform Open Arms of any changes in risk or the development of new risk and reported as soon as these risks are realised
- 4.1.4.** The Contractor must attend a contract close meeting with DVA to brief DVA on any Deliverables or reports and handover any outstanding contract issues
- 4.1.5.** The Contractor must prepare the agenda and any briefing or information requested by DVA for each meeting.

5. Roles and Responsibilities

5.1. Roles and responsibilities

- 5.1.1.** DVA will provide the Contractor with:
 - a. Feedback and guidance to assist with the conduct of the project within a reasonable time and format that is acceptable for both parties.
 - b. Review and comment on draft Deliverables.
- 5.1.2.** The Contractor will:
 - a. Be responsible for providing all personnel, office, venue hire, ICT infrastructure, access to clinical advisers and any travel undertaken in relation to delivering the Services
 - b. Be responsible for all administrative and overhead costs associated with the conduct of audits and complaints investigations. This includes but is not limited to: information technology infrastructure; correspondence costs such as postage and courier services; and telephone calls.

5.2. Location of Services

- 5.2.1.** The Contractor will deliver the Services to DVA via e-mail, telephone or other means as agreed between the parties.
- 5.2.2.** Performance and management of the Services by the Contractor will be conducted off-site from DVA premises.

5.3. Travel and Expenses

- 5.3.1.** Travel is not expected to be undertaken to meet the requirements of this program.

6. Glossary and References

6.1. Glossary and Acronyms

- 6.1.1.** The following table list terms and definitions not included in the Deed of Agreement.

Term	Acronym	Description
Attempted suicide		Attempted suicide refers to any non-fatal suicidal behaviour. In some cases it can be difficult to determine if a person intended their actions to result in death.
Australian Association of Social Workers	AASW	Professional body for Social Workers in Australia that represents and supports social workers and sets the benchmark for professional education and practice in social work.
Australian Defence Force	ADF	Organisation responsible for the defence of the Commonwealth of Australia and its national interests, comprising personnel from the Army, Navy and Air Force.
Australian Health Practitioner Regulation Agency	AHPRA	Organisation responsible for ensuring that Australia's registered health practitioners are suitably trained, qualified and safe to practise.
Australian Privacy Principles	APPs	Australian Privacy Principles are principles-based law under the Privacy Act (1988).
Australian Statistical Geography Standard	ASGS	The Australian Statistical Geography Standard helps determine the remoteness of an area in Australia
Evidence-based programs		Programs that have undergone rigorous scientific evaluation or are based on demonstrated experience or information extracted from scientific literature
Help-seeking behaviour		The process of a person actively asking for help or support in order to cope with adverse circumstances or problems. Help-seeking behaviour involves being able to recognise and express symptoms or problems as well as an understanding of how to access support and a willingness to do so.
Lived experience military/veteran	Lived experience	Refers to those who have served in any of the armed forces (Army, Navy & Air Force) or their immediate family members
Lived experience of mental illness	Lived experience	The personal experience of mental illness or caring for or otherwise supporting someone with mental illness.
Lived experience of suicide	Lived experience	The personal experience of suicide, suicidal thoughts or a suicide attempt. It also includes the personal experience of caring for someone during a suicidal crisis, bereavement by suicide or being touched by suicide in another way.

National Lived Experience (Peer) Workforce Guidelines		The National Lived Experience (Peer) Workforce Development Guidelines are primarily intended to inform decision makers, including employers and funding bodies and to support change across the mental health sector by improving understanding of the benefits of the Lived Experience workforce
Post-traumatic stress disorder	PTSD	Post-traumatic stress disorder (PTSD) is a common mental health condition that can develop after a traumatic event. It involves symptoms like flashbacks, anxiety, negative thoughts and beliefs, hypervigilance and more.
Protective factors		Characteristics, capacities, relationships, circumstances or resources that can increase a person or community's health and wellbeing and decrease the likelihood of suicidal behaviour. These factors may be present at the individual or family level or at broader social, cultural or institutional levels, although not all individuals or groups may be protected in the same ways or to the same extent.
Risk factors		Characteristics, relationships, circumstances or events that can increase the likelihood of suicidal behaviour. These factors may be present at the individual or family level or at broader social, cultural or institutional levels, although not all individuals or groups may be effected in the same ways or to the same extent. Risk factors should not be confused with warning signs.
Self-harm		Refers to deliberately causing pain or damage to your own body, and can be suicidal or non-suicidal in intent.
Suicidal behaviours		Suicidal behaviours include thinking about or planning a suicide (suicidal ideation), attempting suicide or a person taking their own life. See 'attempted suicide', 'suicidal ideation' and 'suicide'.
Suicidal ideation		Suicidal ideation refers to a person having thoughts of ending their own life. These thoughts may vary in intensity and duration from fleeting thoughts to a complete preoccupation with wanting to die. Although not all suicidal thoughts lead a person to suicide or attempt suicide, suicidal ideation should always be taken seriously.

Suicidality		Used to encompass the areas of suicidal behaviours, suicidal ideation and attempted suicide.
Suicide		The act of deliberately ending one's life. In some cases it can be difficult to determine if a person intended their actions to result in death.
Suicide attempt		See 'attempted suicide'.
Trauma		Trauma is defined as an event, series of events or set of circumstances that are experienced as physically or emotionally harmful or life threatening.
Trauma Informed Care		This approach recognises that many people accessing mental health care have experienced significant adverse life events, particularly during their childhood. These events include experiencing or witnessing such things as war, violence, natural disasters, accidents and loss. In addition, the approach recognises that many people experience traumatic events while receiving mental health care.
Recovery- Oriented Practice		Recovery-oriented mental health practice refers to the application of sets of capabilities that support people to recognise and take responsibility for their own recovery and wellbeing and to define their goals, wishes and aspirations.
Veteran		A person considered a veteran under the Veterans' Entitlements Act 1986 (Cth) or MRCA.

SCHEDULE 2

Tender Response Form

Tenderers are to ensure their tender includes, as a minimum, each of the completed Attachments to this Tender Response Form, as follows:

Attachment Number (a)	Tender Response Form (b)
1.	Tenderer's Details
2.	Tenderer's Deed
3.	Organisation
4.	Solution
5.	Price and Payment
6.	Financial Capacity
7.	Statement of non-compliance with the draft Contract
8.	Workplace Gender Equality Act (WGE)
9.	Modern Slavery

Attachment 1: Tenderer's Details

1. Tenderer Profile

Item No.	Required Information	Tenderer's Information
(a)	(b)	(c)
General Information		
1.	Tenderer's legal name	
2.	Trading or Business Name (if different to legal name)	
3.	Type of legal entity (e.g. company, trustee or other incorporated entity)	
4.	ACN / ARBN / Other incorporation number	
5.	ABN	
6.	Tendering entity's country of tax residency	Insert your organisation's country of tax residency. Information to assist you to identify this information is available at Country of tax residency disclosures Treasury.gov.au.]
7.	Tendering entity's ultimate parent entity's country of tax residency	Insert your organisation's ultimate parent entity's country of tax residency (if different from above). Complete with "AS ABOVE" if same as your organisation's country of tax residency.
8.	Tenderer's address and details	
	Registered Office (If applicable)	
	Principal Place of Business (If different from the registered office)	
	Phone (General)	
	Email (General)	
9.	Tenderer's contact person	
	Name	

	Position	
	Address	
	Phone	
	Email	

1.2 Additional tenderer details

Item No.	Required Information	Tenderer's Information
(a)	(b)	(c)
Company details (If applicable)		
1.	Provide a summary of details in relation to the tenderer's size, location of its sites and the principal locations for the provision of the Services	<p>Submit a separate attached document (maximum 2 x A4 pages) and name the document: [Tenderer name, Response to Tenderer Details 1]</p> <p>Pictorial Charts, Workflow Charts or other diagrams to assist in the Response are included in the page limit.</p>
2.	Provide details of the corporate structure of the tenderer and details of any Related Bodies Corporate	<p>Submit a separate attached document (maximum 2 x A4 pages) and name the document: [Tenderer name, Response to Tenderer Details 2]</p> <p>Pictorial Charts or other diagrams to assist in the Response are included in the page limit.</p>
3.	If the tenderer is a foreign company, please provide details regarding the status of registration, place of incorporation and principal place of business in Australia	<p>Submit a separate attached document (maximum 2 x A4 pages) and name the document: [Tenderer name, Response to Tenderer Details 3].</p> <p>If not applicable, write 'not applicable'</p>

Partnership details (If applicable)		
4.	Provide details of the nature and structure of the partnership	If not applicable, write 'not applicable'
5.	Provide details of the specific partners who would be involved in delivering the Services	If not applicable, write 'not applicable'
6.	Provide details of the partner that is proposed to enter into the Contract with the Department	If not applicable, write 'not applicable'
Trust details (If applicable)		
7.	<p>If the tenderer proposes to enter into the Contract as trustee of a trust, provide the name and details of the nature of the trust.</p> <p>Include as part of the tender the relevant trust documentation</p>	If not applicable, write 'not applicable'
Small to Medium Enterprise (SME) details (If applicable)		
8.	<p>Tenderers are to indicate if they are an SME (The tenderer will be an SME if they are an Australian or New Zealand firm with fewer than 200 full time employees)</p>	Yes / No (strike out inapplicable response).
Indigenous Enterprise details (If applicable)		
9.	<p>Tenderers are to indicate if they are an Indigenous Enterprise (The tenderer will be an 'Indigenous Enterprise' if they are an organisation that is 50 percent or more Indigenous owned that is operating a business)</p>	Yes / No (strike out inapplicable response).

1.3 Tender/s Submitted

Tenderers are to indicate the project/s that they are tendering for:

Project 1 – Web Based Forums	Yes/ No
Project 2 – Online Suicidality Support for Veteran Families and Carers	Yes/ No
Both Project 1 and 2	Yes/ No

If a tenderer wishes to tender for **both** projects 1 and 2, the tenderer must submit two separate Tender Response Forms addressing the evaluation criteria as these criteria applies to the individual project. Any documents submitted should clearly identify in the document name the project that is being tendered for.

Attachment 2: Tenderer's Deed

Note to Tenderers: Tenderers are to provide a deed in the following format. Amendments may only be made where necessary to complete the deed.

2.1 DEED POLL

This deed poll is made on [Insert date]

By:

[Insert full legal name of tenderer and their ACN/ABN/ARBN if applicable](Tenderer)

2.2 Declarations

- (a) The Tenderer declares that this deed poll is for the benefit of the Commonwealth of Australia as represented by the Department of Veterans' Affairs / Repatriation Commission / Military Rehabilitation and Compensation Commission ABN 23 964 290 824 (Department).
- (b) This deed poll is provided in connection with the request for tender (RFT) in relation to the provision of Web-Based Forums and Online Suicidality Support PRN2023-801 issued by the Department and the tender (Tender) submitted by the Tenderer in response to that RFT. Terms not defined in this deed poll have the meaning given in the RFT.

2.3 Acknowledgements

- (a) The Tenderer acknowledges and agrees:
 - (i) to the Department's rights as set out in the RFT and this deed poll, including the Department's rights to exclude the Tenderer;
 - (ii) that no binding contract (including a process contract), understanding or other legal or equitable rights or obligations will exist between the Department and the Tenderer as a result of the RFT (other than as contemplated in clause **Error! Reference source not found.** of the Conditions of Tender) unless and until a Contract is executed by both parties;
 - (iii) that subject to any liability arising under the *Government Procurement (Judicial Review) Act 2018* (Cth), the Department will not be responsible for any costs or

expenses incurred by the Tenderer in complying with the requirements of this RFT; and

- (iv) that it has relied entirely upon its own inquiries and inspection in preparing the Tender.

2.4 Tenderer's Representations and Warranties

- (a) The Tenderer represents and warrants that it:
- (b) is not subject to a judicial decision against it relating to unpaid employee entitlements (not including decisions under appeal), where the employee entitlements remain unpaid;
- (c) is not named in the consolidated list referred to in regulation 40 of the *Charter of United Nations (Dealing with Assets) Regulations 2008* (Cth);
- (d) has compiled its Tender without:
 - (i) the improper assistance of any current or former Department officer, employee, contractor or agent; or
 - (ii) the use of information obtained through a breach of confidentiality, section 122.4 of the *Criminal Code Act 1995* (Cth) or the *Public Service Act 1999* (Cth);
- (e) has not engaged in misleading or deceptive conduct in relation to its Tender or the RFT process;
- (f) has not 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 its Tender or conduct of the RFT;
- (g) has not attempted to solicit information from or influence improperly any current or former officer, employee, contractor or agent of the Department, or violate any applicable laws (including anti-corruption or bribery legislation) or Commonwealth policies regarding the offering of inducements in connection with the RFT process;
- (h) has not engaged in, or procured or encouraged others to engage in, activity that would result in a breach of the *Lobbying Code of Conduct*;
- (i) has not, without the Department's prior written consent, permitted any current or former officer, employee, contractor or agent of the Department to contribute to its Tender or participate in any activity relating to the RFT, if that person was involved at any time in planning of the procurement to which this RFT relates, the preparation of this RFT or the management of this RFT; and
- (j) has not otherwise acted in an unethical or improper manner or contrary to any law in relation to this RFT process.

2.5 Offer

- (a) The Tenderer acknowledges and agrees:
- (b) that the Tender constitutes an unconditional offer and accordingly is capable of immediate acceptance by the Department so as to form a binding contract;

- (c) that the Tender must remain open for acceptance by the Department for the Tender Offer Period; and
- (d) not to withdraw, vary or otherwise compromise the Tender during the Tender Offer Period.

2.6 Conflict of Interest

- (a) The Tenderer represents that, having made all reasonable enquiries the following are its only known actual, potential or perceived conflicts of interest in respect of the RFT process, its Tender or the provision of the Services:

Response:
Insert any actual or potential conflict of interest disclosures, or if none write "None"

- (b) The Tenderer undertakes to advise the Department in writing immediately upon becoming aware of any actual, potential or perceived conflicts of interest in respect of the RFT process, its Tender or the provision of the Services.
- (c) The Tenderer agrees to take such steps as the Department requires to resolve or manage a conflict of interest.

2.7 Workplace Gender Equality Requirements

- (a) The Tenderer represents that it is/ is not [Note to Tenderer: strike out the relevant words] a 'relevant employer' for the purposes of the *Workplace Gender Equality Act 2012* (Cth) (**WGE Act**).

2.8 Modern Slavery

- (a) The Tenderer represents that it is/ is not [Note to Tenderer: strike out the relevant words] a 'reporting entity' for the purposes of the *Modern Slavery Act 2018* (Cth) (The Act).

2.9 Survival

- (a) This deed poll survives termination or expiry of this RFT.

2.10 Applicable Law

- (a) The Tenderer agrees that the law of the Australian Capital Territory applies to this deed poll and the Tenderer submits to the non-exclusive jurisdiction of the courts of the Australian Capital Territory for any proceedings in relation to this RFT.

EXECUTED AS A DEED POLL

Note to Tenderer: Please include the appropriate execution block depending on what type of legal entity you are. Three options have been included for consideration, depending on whether you are a:

- company incorporated under the Corporations Act;
- company executing the deed in your capacity as trustee of a trust.; or
- Execution by affixing a company seal (for legal entities guided by Acts of Parliament in each state and territory of Australia). Three trustee signature are required in the state of Queensland and two trustee signatures in all other states and territories of Australia.

Option 1: Execution block for company incorporated under the Corporations Act.

SIGNED, SEALED AND DELIVERED by
[Insert Tenderer's full name, and ACN/
ABN if it has one] in accordance with
section 127 of the *Corporations Act 2001*
(Cth):

Signature of director

Signature of director/secretary

Name

Name

Date

Date

Option 2: Execution block for a corporation executing the deed in their capacity as the trustee of a trust.

Executed by **[Insert Tenderer's full name, and ACN/ ABN if it has one]** acting as trustee of the **[Insert name of the trust]**:

Signature of director

Signature of director/secretary

Name

Name

Date

Option 3: Execution by affixing a company seal (for legal entities guided by Acts of Parliament in each state and territory of Australia). Three trustee signatures are required in the state of Queensland and two trustee signatures in all other states and territories of Australia.

Execution by affixing the company seal

Under **[section X]** of the **[Insert full name of Act]**

THE COMMON SEAL OF **[Party Name]**

[Party ACN] the affixing of

which was witnessed by:

[Name of director/trustee]

Signature of director/trustee

[Name of director/trustee]

Signature of director/trustee

[Name of director/trustee]

Signature of director/trustee

Date

Attachment 3: Organisation

The extent tenderers demonstrate capability, capacity and experience, in providing services that are the same or similar to the Services in accordance with the draft Contract and the Statement of Requirements

Key Personnel have suitable qualifications, skills and experience to plan and deliver the Services

3.1 Organisational Experience

- (a) Tenderers should provide information on their organisational experience to deliver on all elements of the project/s detailed in the Statement of Requirements:
- (i) subject matter expertise in delivering the same or similar services as those detailed in the Statement of Requirements

Response:
(maximum 2 x A4 pages)
Submit as a separate attached document titled [Tenderer name, Attachment 3 Organisational Experience1.1 (a)].pdf.

- (ii) demonstrated expertise in evidence based co-design, delivery and outcomes

Response:
(maximum 2 x A4 pages)
Submit as a separate attached document titled [Tenderer name, Attachment 3 Organisational Experience Experience1.1 (b)].pdf.

- (iii) tenderers are to provide licences, registrations or accreditations of both staff and the organisation in delivering excellence in digital mental health services
- (iv) any other information you consider relevant

Response:

Use this section for your response to question 1.1(c) or if submitting in a separate attached document, name the document: Tenderer name, Attachment 6 Additional Licences.pdf and include the table below.

Licence, Registration or Accreditation	Document date	Expiry date	Evidence Provided Yes/ No

- (b) Tenderers should include no more than two (2) relevant short case study examples to support and demonstrate relevant experience, using the text boxes below.

Case Study 1 Response: (maximum 1 x A4 page)

Project Name:

Project Location:

Project Client:

Name and role of any nominated Key Personnel involved with this Project:

Project Relevance: (outline the reasons why the project is relevant to the Services)

Project Description:

Case Study 2 Response: (maximum 1 x A4 page)

Project Name:

Project Location:

Project Client:

Name and role of any nominated Key Personnel involved with this Project:

Project Relevance: (outline the reasons why the project is relevant to the Services)

Project Description:

3.2 Capability and Capacity

- (a) Tenderers should provide information on their Organisational Capability and Capacity to deliver the project/s detailed in the Statement of Requirements:
- (i) provide DVA assurance that timeframes and milestones in the Statement of Requirements will be met
 - (ii) the proposed staff resourcing for the delivery of the Services, including the structure, qualifications, experience and expertise of the nominated key personnel and your capacity to scale up or scale down the resources as required
 - (iii) the material resources (for example properties, goods, services and community facilities) that the tenderer propose to use in delivering the Services.

Response:

(maximum 4 x A4 pages)

Submit as a separate attached document titled [Tenderer name, Attachment 3 Organisational Capacity.pdf].

3.3 Relevant Experience of Key Personnel

- (a) Tenderers should provide the following (and any other information relevant to the availability, capacity and performance of nominated key personnel). Add additional rows in the Table below as required.

Table A: Key Personnel

Name	Proposed Role	Experience/Skills	Proportion of Time on Project	How availability of nominated personnel will be assured for the term of the Contract

Response:

(maximum 4 x A4 pages)

Submit as a separate attached document titled [Tenderer name, Attachment 3 Key Personnel.pdf].

3.4 Key Subcontractors particulars

- (a) The Department requires key subcontractors information to be provided and updated during the course of the contract period.
- (b) Tenderers should provide in Table B the following information for each actual and proposed key subcontractor and type of services that they will provide.

Response:

Subcontractor details should be substantially in the format of Table B below. Tenderers can either use this section for their response or can submit subcontractor details as a separate attached document titled [Tenderer name, Attachment 3 Subcontractor Details.pdf].

If there are no subcontractor arrangements in place for the delivery of services being tendered for please indicate below by stating "Nil"

Table B: Key Subcontractor Information

Subcontractor Information				
Full legal name of subcontractor:	ABN:	Relevant business place address	Services being delivered by the subcontractor	Has a formal agreement between the tenderer and the subcontractor, been signed? (Yes or No)
				(add rows as required)

3.5 Referees – Organisational

- (a) Tenderers should provide no more than two (2) written referee reports from client organisations that can attest to the tenderer’s organisational experience and capability in providing services that are the same or similar to the Services.
- (b) If the tenderer is using subcontractors to provide the Services, then one referee report should be provided for each subcontractor. That is, tenderers should provide two referees for the prime tendering entity, and one referee for each subcontractor.
- (c) The referee reports should be substantially in the format set out below.
- (d) Please note that **Departmental employees will not be permitted as referees.**

Response:
The referee reports should be in the format of the template below, then signed, scanned into PDF format and included in the tender response as a separate file titled [Tenderer name, Attachment 3 Referees.pdf].

Referee Report Proforma						
Part 1: Referee organisation's details						
Referee’s name and ABN						
Referee’s line of business (e.g. Government, Not for Profit, Private Enterprise) and industry						
Number of employees in referee’s organisation						
Part 2: Engagement details						
Engagement / project name						
Description of deliverables						
Duration of engagement (including start and completion dates)						
Total value (including GST)	\$					
Part 3: Assessment						
As the organisation who paid for these services, how well did the provider meet your expectations?	N/A	Unsatisfactory	Marginal	Acceptable	Good	Superior
Capacity E.g. ability to service an organisation of similar size and complexity as DVA.						

Time management E.g. meeting milestones, on time delivery.						
Management and suitability of personnel E.g. skills, experience, sufficient number, appropriate seniority used.						
Standard and quality of deliverables E.g. meeting client specific requirements, specifications.						
Innovation E.g. generation and implementation of innovative approaches						
Cost E.g. actual cost did not exceed cost estimate without prior agreement.						
Communications E.g. appropriate level of reporting.						
Part 4: Additional comments on the performance of the provider						
< Insert here – max 100 words >						
Part 5: Referee representative's details						
Name:						
Title:						
Signature:						
Date:						
Bus. Tel No:		Mobile No:				
E-mail:						

Attachment 4: Solution

The extent the tenderer's proposed solution demonstrates the tenderer's ability to deliver the Services in accordance with the Statement of Requirements, taking into account the tenderer's:

- (a) Suitability of the proposed approach to, and methodology for delivering the Services;
- (b) Understanding the Services required and ability to achieve DVA's objectives for the project/s.

4.1 Solution

- (a) Tenderers should provide information on their proposed solution to deliver on all elements of the project/s detailed in the Statement of Requirements, including:
 - (i) providing a draft Project Plan detailing how the Services, including milestones, will be delivered within the required timeframes what is the tenderer's proposed approach to, and methodology for delivering the Services
 - (i) how will the tenderer achieve DVA's objectives for the project/s
 - (ii) how will the tenderer engage rural and remote participants, including those who are geographically isolated
 - (iii) how issues, problems or complaints that arise during the Term of the Contract will be resolved; and
 - (iv) any other matters that the Tenderer considers relevant.

(maximum 6 x A4 pages)

Submit as a separate attached document titled [Tenderer name, Attachment 4.1 Solution.pdf].

4.2 Privacy Procedures and Risk Mitigation

- (a) Tenderers should provide details of internal procedures for privacy and confidentiality; and data handling (including regarding document retention policies and data storage locations, risk mitigation strategy and confirming there is no offshore cloud storage). See project specific risk mitigation plans as detailed in section 2.3.2 and 3.3.2 in the Statement of Requirements
- (b) Tenderers should provide details of any eligible data breaches in respect of personal information for which they have been responsible under the Privacy Act, or any other significant data breaches under law (including contracts) within the last five (5) years. If no such breaches have occurred, tenderers should confirm this in their response.

Response:

(maximum 2 x A4 pages)

Submit as a separate attached document titled [Tenderer name, Attachment 4 - Privacy Procedures.pdf].

4.3 Privacy Management Plan

- (a) Tenderers should attach a summary of their Privacy Management Plan. The Privacy Management Plan should include details of the tenderer's process for maintaining privacy and adhering to all Australian Privacy Principles and as set out in Section 2.3.3 and 3.3.3 of Statement of Requirements.

Response:

(maximum 4 x A4 pages

Submit as a separate attached document titled [Tenderer name, Attachment 4 - Privacy Management Plan.pdf].

Attachment 5: Price and Payment

The extent to which the tenderer's proposed pricing to deliver either one or both of the projects outlined in the Statement of Requirements, includes all relevant costs, is competitive and has acceptable risk.

5.1 Proposed price and Payment Arrangements

- (a) DVA requires a fixed fee for the Services. Tenderers are to provide their proposed price and fixed cost payment arrangements for the delivery of the Services in the spreadsheet provided, titled Web-Based Forums and Online Suicidality Support – Schedule of fees.xls spreadsheet. **Tenderers must not refer to their pricing in any other part of the Tender Response Form.**
- (b) Tenderers are to provide an explanation of how the proposed price was reached and include details of any assumptions and caveats which the proposed price relies on.
- (c) Tenderers are to provide details of their proposed payment arrangements for fixed program management costs within the spreadsheet provided, titled Web-Based Forums and Online Suicidality Support – Schedule of Fees.xls
- (d) Prices are to:
 - (i) be stated in Australian dollars;
 - (ii) be inclusive of all costs and expenses of complying with the requirements of the draft Contract;
 - (iii) specify any discounts offered;
 - (iv) be inclusive of all Australian (Federal, State and Local government) and overseas taxes and charges; and
 - (v) state whether GST will be payable for each item of the Services and where GST applies, the amount GST payable is to be clearly and separately identified.

5.2 Liability

- (a) Tenderers are to specify the approach to contractor liability they propose will apply to any resultant Contract.
- (b) If the tenderer's proposed approach to contractor liability is different from that set out in the draft Contract, tenderers are to conduct their own liability risk assessment and provide the following details:
 - (i) the terms of the tenderer's proposed limitation of liability, including any proposed monetary caps;
 - (ii) an explanation of why the liability regime is different from the proposed approach in the Contract; and
 - (iii) the impact (if any) of these changes on the tenderer's proposed price and insurance requirements.

5.3 Assumptions or caveats

- (a) Tenderers should list all assumptions or caveats relating to their price which should be considered by the Department in assessing value for money. This can include either general assumptions or caveats and/or assumptions or caveats for specific products or services.

Response:

5.4 Competitive Neutrality

- (a) Tenderers who are from the public sector and engaged in 'significant government business activities' (within the meaning set out in the *Commonwealth Competitive Neutrality Policy Statement*), are to demonstrate in their pricing that competitive neutrality requirements have been met, including in respect of:
- (i) payment of relevant taxes and charges;
 - (ii) rates of return;
 - (iii) cost of funds; and
 - (iv) regulatory neutrality.

Response:

The Tenderer represents that it **is / is not** from the public sector.

If the tenderer is from the public sector, use this section for your response (maximum 1 x A4 page); or if submitting in a separate attached document, name the document:

[Tenderer name, Attachment 7 Competitive.pdf].

Attachment 6: Financial Capacity

The extent to which the tenderer has the financial capacity, corporate capacity and insurances to fulfil the Contract obligations and the assessed level of financial risk relating to entering into a Contract with the tenderer.

6.1 Financial Information

- (a) Tenderers are to provide as part of their tender either:
 - (iv) a copy of their most recent audited annual financial statements
 - (v) any other evidence that demonstrates the tenderer's financial capacity to deliver the Services.
 - (vi) The annual financial statements of an entity are to include a:
 - (A) balance sheet;
 - (B) profit and loss statement; and
 - (C) copy of the auditor's statement.
 - (vii) Tenderers are to provide details of any matters, such as petitions, claims, actions, judgments, undischarged bankruptcy, liquidation or administration, which could affect their performance of the Contract.
 - (viii) Tenderers are to indicate whether they have any reasonable grounds to believe that they will not be able to pay their debts when they become due and payable in the foreseeable future.

Response:

Audited financial statements are to be provided in a separate attached document, preferably in pdf format, clearly titled as [**Tenderer name, Attachment 6 Financial Statements.pdf**]

(maximum 1 x A4 page)

6.2 Insurances

- (a) Tenderers are to provide details of the insurance policies they hold, or propose to obtain, for the duration of the Contract, in accordance with Table C.

Table C - Insurances

Item No.	Type of Insurance	Insurer	Summary of terms and coverage	Extent of insurance coverage	Period of Insurance Policy
(a)	(b)	(c)	(d)	(e)	(f)

- (b) Tenderers are to provide copies of certificates of currency for the above insurances and any insurance or registration required under applicable laws.

Response:

I [have / have not] provided copies of certificates of currency.

6.3 Investigations

- (a) Tenderers are to provide details of whether or not they are aware that they are under investigation, or the subject of court proceedings, in relation to a possible or actual breach of any relevant legislation, and if applicable, provide details of the same.

Response:

I [am / am not] aware of any investigation, or the subject of court proceedings, in relation to a possible or actual breach of any relevant legislation.

If the tenderer is under investigation or subject to court proceedings, use this section to provide details.

Attachment 7: Statement of non-compliance with the draft Contract

- (a) The extent to which the tenderer is compliant with the RFT and draft Contract including the Statement of Requirements and the assessed level of risk relating to the negotiation of an acceptable Contract;
- (b) Confidential information

7.1 Statement of non-compliance

- (a) Tenderers are to identify in Table D below:
 - (i) any non-compliances with the RFT Conditions of Tender, Contract or Statement of Requirements. Please list in the clause order in which they appear in the Contract.
 - (ii) an explanation of the extent, reason and impact of any non-compliance; and
 - (iii) any proposed drafting amendments to the Contract, including any deletions or new clauses.
- (b) A tenderer will be deemed to be fully compliant with any clause not listed in Table D.

Table D – Statement of Non-Compliance

Part/clause	Reason and alternative clause/s
RFT Conditions of Tender	Add additional lines to the response table as required.
Draft Contract	Add additional lines to the response table as required
Statement of Requirements	Add additional lines to the response table as required

7.2 Confidential Information

- (a) Tenderers are to include in Table E below:
 - (i) a list of all Contract clauses they consider to be Confidential Information;
 - (i) the specified period of confidentiality (ie the duration of the Contract); and
 - (ii) the reason for confidentiality.
- (b) The four criteria of the 'Confidentiality Test' must all be met in order for the tenderer's commercial information to be treated as confidential information. The Commonwealth's policy on the identification of confidential information, including the 'Confidentiality Test' can be found at:

<https://www.finance.gov.au/government/procurement/buying-australian-government/confidentiality-throughout-procurement-cycle>

Table E – Confidential Information

Item No.	Clause Heading	Clause No.	Period of confidentiality	Reason for confidentiality
(a)	(b)	(c)	(d)	(e)
1.				
2.				
3.				(Add rows as required)

Attachment 8: Workplace Gender Equality Act (WGE)

8.1 Tenderers are to:

- (a) identify in their tender whether they are a 'relevant employer' under the WGE Act;
and
- (b) if they are a 'relevant employer', provide a current letter of compliance issued by the WGEA as part of their tender.

Attachment 9: Modern Slavery

9. Tenderers are to:

- (a) complete the Modern Slavery Questionnaire at Attachment A.

Response:

Provide the completed Modern Slavery Questionnaire in a separate attached document, and name the document: [**Tenderer name, Attachment 10 Modern Slavery.pdf**]

Attachment A – Modern Slavery Questionnaire

This is a confidential Questionnaire for suppliers of goods and services to Australian Government agencies. It is a tool to assist Australian Government agencies and their suppliers to:

- identify and assess possible modern slavery risks in Australian Government procurements,
- identify mitigation efforts to combat the risk of modern slavery in Australian Government procurements, and
- foster collaboration between Australian Government agencies and their suppliers to address these risks.

Suppliers are asked to complete the Questionnaire honestly and with as much detail as possible. Completed Questionnaires will be confidential and will not be shared beyond the Australian Government.

A glossary of key terms is at **Appendix A** to assist suppliers to complete the Questionnaire.

Further information on identifying and assessing modern slavery risks in supply chains and operations can be found in the Australian Government's [Commonwealth Modern Slavery Act 2018 – Guidance for Reporting Entities](#).

Background:

Modern slavery refers to a range of serious forms of exploitation, including forced labour, debt bondage, human trafficking, and slavery. These practices are serious crimes, grave abuses of human rights and have devastating impacts on survivors.

The Australian Government's landmark *Modern Slavery Act (Cth) 2018* (the Act) aims to change the way entities do business to reduce the risk that the goods and services we use every day are the product of modern slavery.

The Act requires the Australian Government to prepare an annual modern slavery statement explaining how the Australian Government is assessing and addressing modern slavery risks in its operations and supply chains. This Questionnaire will assist the Australian Government with this endeavour and forms an important part of the Australian Government's efforts to combat modern slavery risks.

Modern Slavery and Trafficking Supplier Questionnaire

<p>Is your organisation required to report under the <i>Modern Slavery Act (Cth) 2018</i>? If so, please attach a copy of your modern slavery statement(s).</p>	
<p>Is there any other additional documentation you have attached to this questionnaire? If so, please list them here.</p>	

Organisation structure	
1.	<p>How much visibility does your organisation have over your supply chain? Please select one of the below and explain why you selected this option:</p> <p><input type="checkbox"/> High: You have mapped the full supply chain for key products and services used by your organisation and have identified key suppliers at all levels of your supply chain.</p> <p><input type="checkbox"/> Moderate: You have identified major Tier One suppliers and have partially or fully mapped the supply chains for key products and services of your supply chain.</p> <p><input type="checkbox"/> Developing: You have identified major Tier One suppliers. You have very limited or no visibility of your supply chains below the Tier One level.</p>
2.	<p>Does your organisation have a policy or policies in place to deal with modern slavery?</p> <p><input type="checkbox"/> Yes</p> <p><input type="checkbox"/> No</p> <p>If the answer is yes, please provide details of, or a copy of, the policy or policies, including information on whether your organisation has a system to monitor compliance with these policies. If the answer is no, please provide information on what your organisation is doing, or plans to do, to manage modern slavery risks.</p>

3.	<p>Does your organisation have a person or team responsible for overseeing modern slavery risks (including record keeping regarding contractors and subcontractors) that arise in relation to the goods or services that you deliver?</p> <p><input type="checkbox"/> Yes</p> <p><input type="checkbox"/> No</p> <p>If yes, please describe the role and responsibility of that person/team below.</p>
----	--

Training

4.	<p>Are staff in your organisation trained on how to identify, assess and respond to modern slavery risks?</p> <p><input type="checkbox"/> Yes</p> <p><input type="checkbox"/> No</p> <p>If yes, please describe the nature of the training available and the positions or roles of staff that receive training. Please also specify whether training is also available to other organisations or staff in your supply chain. If not, does your organisation plan to introduce modern slavery risk training for staff?</p>
----	---

Supplier engagement	
5.	<p>Does your organisation perform screening of all prospective suppliers to assess the risks of modern slavery or other human rights harms that may occur in its operations and supply chains?</p> <p><input type="checkbox"/> Yes</p> <p><input type="checkbox"/> No</p> <p>If yes, please describe how your organisation performs this screening. If no, does your organisation plan to introduce measures to screen prospective suppliers for modern slavery risks in future?</p>
6.	<p>Are you aware of low-skilled migrant workers working in your organisation's supply chains?</p> <p><input type="checkbox"/> Yes</p> <p><input type="checkbox"/> No</p> <p>If yes, please provide information about where in your organisation's supply chain low-skilled migrant workers are employed.</p>

Response processes	
7.	<p>How would your organisation respond to any allegation of modern slavery or substandard working conditions in its operations or supply chains?</p>
8.	<p>Does your organisation engage in any other due diligence activities to identify, prevent and mitigate risks specific to modern slavery in its operations and supply chains? If so, please describe these activities.</p> <p><input type="checkbox"/> Yes</p> <p><input type="checkbox"/> No</p> <p>If yes, please describe these activities below.</p>

1.1 Appendix A

Glossary	
Term	Explanation
Child labour	<p>Child labour, in accordance with the definition used by the International Labour Organisation, is work that deprives children of their childhood, their potential and their dignity, and that is harmful to physical and mental development. It refers to work that:</p> <ul style="list-style-type: none"> • is mentally, physically, socially or morally dangerous and harmful to children; and/or • interferes with their schooling by: <ul style="list-style-type: none"> ○ depriving them of the opportunity to attend school; ○ obliging them to leave school prematurely; or ○ requiring them to attempt to combine school attendance with excessively long and heavy work. <p>A child is defined as a person below the age of 18.</p> <p>Child labour has three categories:</p> <p>(1) The unconditional worst forms of child labour, which are internationally defined as slavery, trafficking, debt bondage and other forms of forced labour, forced recruitment of children for use in armed conflict, prostitution or pornography, and illicit activities.</p> <p>(2) Labour performed by a child who is under the minimum age specified for that kind of work (as defined by national legislation, in accordance with accepted international standards), and that is this likely to impede the child’s education and full development.</p> <p>(3) Labour that jeopardises the physical, mental or moral well-being of a child, either because of its nature or because of its nature or because of the conditions in which it is carried out, known as “hazardous work”.</p>
Commercial sex act	Commercial sex act is defined as any sex act on account of which anything of value is given to or received by any person.
Debt bondage	Debt bondage describes situations where the victim’s services are pledged as security for a debt and the debt is manifestly excessive or the

	victim's services are not applied to liquidate the debt, or the length and nature of the services are not limited and defined.
Deceptive recruiting for labour services	Deceptive recruiting for labour services describes the situations where the victim is deceived about whether they will be exploited through a type of modern slavery.
Due diligence	Due diligence describes the process organisations take to identify, prevent, mitigate and account for how they address their impacts on slavery and human trafficking.
Forced labour	Forced labour describes situations where the victim is either not free to stop working or not free to leave their place of work.
Forced marriage	Forced marriage describes situations where coercion, threats or deception are used to make a victim marry or where the victim does not understand or is incapable of understanding the nature and effect of the marriage ceremony.
Modern slavery	The <i>Modern Slavery Act (Cth) 2018</i> (the Act) defines modern slavery as a term used to describe situations where coercion, threats or deception are used to exploit victims and undermine or deprive them of their freedom. Modern slavery is only used to describe serious exploitation. It does not include practices like substandard working conditions or underpayment of workers. The Act defines modern slavery as including eight types of serious exploitation: trafficking in persons; slavery; servitude; forced marriage; forced labour; debt bondage; deceptive recruiting for labour services; and the worst forms of child labour.
Migrant worker	Migrant workers are people who leave home to find work outside of their hometown or home country. Migrant workers include both foreign and domestic (internal) migrant workers.
Organisation	Organisation is a person or group that has its own functions with responsibilities, authorities and relationships to achieve its objectives. The concept of organisation includes, but is not limited to, sole-trader, company, corporation, firm, enterprise, authority, partnership, association, charity or institution, or part or combination thereof, whether incorporated or not, public or private.
Policy	A policy refers to documented guidelines or rules of conduct within an organisation. Human rights-related policies generally fall into two

	categories: stand-alone statements and policies that are integrated within an organisation's wider standards literature (eg. Worker codes of conduct and ethical sourcing standards).
Recruiter	A recruiter refers to both private and public entities that offer labour recruitment services. Recruiters – variously referred to as labour intermediaries, middlemen, labour brokers, and recruitment agents, among other terms – recruit, hire and/or manage workers.
Servitude	Describes situations where the victim's personal freedom is significantly restricted and they are not free to stop working or leave their place of work.
Slavery	Describes situations where the offender exercises powers of ownership over the victim, including the power to make a person an object of purchase and use their labour in an unrestricted way.
Supplier	A supplier is defined as an organisation or person that provides a product or service used in your supply chain. The supplier can have a direct or indirect relationship with your organisation. Examples of suppliers are: brokers, consultants, contractors, distributors, franchisees or licensees, home workers, independent contractors, manufacturers, primary producers, sub-contractors, and wholesalers.
Supply chain	A supply chain is defined as a sequence of activities or parties that provides products or services to the organisation.
Tier One supplier	A manufacturer who provides products directly to a company without dealing with a middleman or other manufacturers.
Trafficking in persons	Trafficking in persons describes the recruitment, harbouring and movement of a person for exploitation through modern slavery.
Training	Training can be focused on helping agents better understand organisation policies, how to effectively implement them and ways to avoid modern slavery risks associated with inaction.
Worker	A person who performs work, including seasonal, contract and other temporary labour. Both employees and independent contractors are considered workers.

INFORMATION REQUIRED FOR RFT/REOI/RFI LOADING ON AUSTENDER

* RFT/REOI/RFI Number	PRN2023-801
* RFT/REOI/RFI Title	Web Based Forums and Online Suicidality Support
*Short Description:	
<p>The Department of Veterans' Affairs requests suitable organisations to tender for the supply of Web Based Forums and Online Suicidality Supports for Veterans Families and Carers</p>	
*Long Description:	
<p>Open Arms —Veterans & Families Counselling service (Open Arms) provides free, confidential, nation-wide counselling and mental health support for current serving members, veterans and their families. The service is a legacy of the Vietnam veterans, now available to all current and ex-service personnel and families.</p> <p>Funding has been made available by the Minister of Veterans Affairs through the 2020-2021 budget measure Expansion of Open Arms – Veterans and Families Counselling which requires Open Arms to partner with experienced organisations and personnel to pilot programs and initiative to support the delivery of Department of Veterans’ Affairs (DVA) digital mental health capabilities in providing access to online mental health supports.</p> <p>This RFT seeks to establish a Standing Offer Panel comprising suitable organisations to provide web based forums and online Suicidality Support services to entitled persons throughout Australia, including those who reside in major cities, inner and outer regional areas, and remote or very remote areas.</p> <p>DVA encourages tenders from suitable organisations that have the capability to supply the specified services to entitled persons throughout Australia. Through the RFT, DVA intends to engage suitably experienced and qualified organisations from the private, public and not-for-profit sectors across Australia.</p>	
Other Instructions (if any)	
* Address for Lodgement	AusTender – www.tenders.gov.au
* Multi Agency Access and type if yes	No
* Procurement Reference Number	PRN2023-801
*Category or UNSPSC code	81112105
Estimated Value	\$1,100,000
*Type of Request for Tender (RFT/REOI/Notice/Industry Briefing/disposal of assets)	RFT
* ATM Access	Open
*Publish Date	24 May 2024
*RFT/REOI/RFI Close Date	24 June 2024
*RFT/REOI/RFI Close Time	2:00pm local time in the Australian Capital Territory

*Conditions for participation:	Yes
*Timeframe for Delivery	1 year period plus 2 x up to 6 months extensions.
*Location of Work(all states or name of city/cities where the work is to be performed)	All
Make a Softcopy Available to Download	Y
Allow Electronic Responses	Yes
*Contact Officer	Contact Officer
*Contact Number	00 000 000
*Email Address	WBF24@dva.gov.au
Attachments(if any)	RFT, Tender response form, SOR, Pricing schedule, Draft contract, Privacy & data questionnaire and Modern slavery questionnaire.

* indicates a mandatory field.

SCHEDULE 1
Tender Response Form

Tenderers are to ensure their tender includes, as a minimum, each of the completed Attachments to this Tender Response Form, as follows:

Attachment Number	Tender Response Form
(a)	(b)
1.	Tenderer's Details
2.	Tenderer's Deed
3.	Organisation
4.	Solution
5.	Price and Payment
6.	Financial Capacity
7.	Statement of non-compliance with the draft Contract
8.	Workplace Gender Equality Act (WGE)
9.	Modern Slavery
10.	Privacy and Data Security

1. Tenderer's Details

1.1 Tenderer Profile

Item No.	Required Information	Tenderer's Information
(a)	(b)	(c)
General Information		
1.	Tenderer's legal name	
2.	Trading or Business Name (if different to legal name)	
3.	Type of legal entity (e.g. company, trustee or other incorporated entity)	
4.	ACN / ARBN / Other incorporation number	
5.	ABN	
6.	Tendering entity's country of tax residency	Insert your organisation's country of tax residency. Information to assist you to identify this information is available at Country of tax residency disclosures Treasury.gov.au .]
7.	Tendering entity's ultimate parent entity's country of tax residency	Insert your organisation's ultimate parent entity's country of tax residency (if different from above). Complete with "AS ABOVE" if same as your organisation's country of tax residency.
8.	Tenderer's address and details	
	Registered Office (If applicable)	
	Principal Place of Business (If different from the registered office)	
	Phone (General)	
	Email (General)	
9.	Tenderer's contact person	
	Name	

	Position	
	Address	
	Phone	
	Email	

1.2 Additional tenderer details

Item No.	Required Information	Tenderer's Information
(a)	(b)	(c)
Company details (If applicable)		
1.	Provide a summary of details in relation to the tenderer's size, location of its sites and the principal locations for the provision of the Services	Submit a separate attached document (maximum 2 x A4 pages) and name the document: [Tenderer name, Response to Tenderer Details 1] Pictorial Charts, Workflow Charts or other diagrams to assist in the Response are included in the page limit.
2.	Provide details of the corporate structure of the tenderer and details of any Related Bodies Corporate	Submit a separate attached document (maximum 2 x A4 pages) and name the document: [Tenderer name, Response to Tenderer Details 2] Pictorial Charts or other diagrams to assist in the Response are included in the page limit.
3.	If the tenderer is a foreign company, please provide details regarding the status of registration, place of incorporation and principal place of business in Australia	Submit a separate attached document (maximum 2 x A4 pages) and name the document: [Tenderer name, Response to Tenderer Details 3]. If not applicable, write ' not applicable '

Partnership details (If applicable)		
4.	Provide details of the nature and structure of the partnership	If not applicable, write 'not applicable'
5.	Provide details of the specific partners who would be involved in delivering the Services	If not applicable, write 'not applicable'
6.	Provide details of the partner that is proposed to enter into the Contract with the Department	If not applicable, write 'not applicable'
Trust details (If applicable)		
7.	<p>If the tenderer proposes to enter into the Contract as trustee of a trust, provide the name and details of the nature of the trust.</p> <p>Include as part of the tender the relevant trust documentation</p>	If not applicable, write 'not applicable'
Small to Medium Enterprise (SME) details (If applicable)		
8.	<p>Tenderers are to indicate if they are an SME (The tenderer will be an SME if they are an Australian or New Zealand firm with fewer than 200 full time employees)</p>	Yes / No (strike out inapplicable response).
Indigenous Enterprise details (If applicable)		
9.	<p>Tenderers are to indicate if they are an Indigenous Enterprise (The tenderer will be an 'Indigenous Enterprise' if they are an organisation that is 50 percent or more Indigenous owned that is operating a business)</p>	Yes / No (strike out inapplicable response).

1.3 Tender/s Submitted

Tenderers are to indicate the project/s that they are tendering for:

Project 1 – Web Based Forums	Yes/ No
Project 2 – Online Suicidality Support for Veteran Families and Carers	Yes/ No
Both Project 1 and 2	Yes/ No

If a tenderer wishes to tender for **both** projects 1 and 2, the tenderer must submit two separate Tender Response Forms addressing the evaluation criteria as these criteria applies to the individual project. Any documents submitted should clearly identify in the document name the project that is being tendered for.

2. Tenderer's Deed

Note to Tenderers: Tenderers are to provide a deed in the following format. Amendments may only be made where necessary to complete the deed.

2.1 DEED POLL

This deed poll is made on **[Insert date]**

By:

[Insert full legal name of tenderer and their ACN/ABN/ARBN if applicable](Tenderer)

1. Declarations

- 1.1 The Tenderer declares that this deed poll is for the benefit of the Commonwealth of Australia as represented by the Department of Veterans' Affairs / Repatriation Commission / Military Rehabilitation and Compensation Commission ABN 23 964 290 824 (Department).
- 1.2 This deed poll is provided in connection with the request for tender (RFT) in relation to the provision of Web-Based Forums and Online Suicidality Support PRN2023-801 issued by the Department and the tender (Tender) submitted by the Tenderer in response to that RFT. Terms not defined in this deed poll have the meaning given in the RFT.

2.2 Acknowledgements

- 1.3 The Tenderer acknowledges and agrees:
 - (a) to the Department's rights as set out in the RFT and this deed poll, including the Department's rights to exclude the Tenderer;
 - (b) that no binding contract (including a process contract), understanding or other legal or equitable rights or obligations will exist between the Department and the Tenderer as a result of the RFT (other than as contemplated in clause **Error! Reference source not found.** of the Conditions of Tender) unless and until a Contract is executed by both parties;
 - (c) that subject to any liability arising under the *Government Procurement (Judicial Review) Act 2018* (Cth), the Department will not be responsible for any costs or expenses incurred by the Tenderer in complying with the requirements of this RFT; and
 - (d) that it has relied entirely upon its own inquiries and inspection in preparing the Tender.

2.3 Tenderer's Representations and Warranties

1.4 The Tenderer represents and warrants that it:

- (a) is not subject to a judicial decision against it relating to unpaid employee entitlements (not including decisions under appeal), where the employee entitlements remain unpaid;
- (b) is not named in the consolidated list referred to in regulation 40 of the *Charter of United Nations (Dealing with Assets) Regulations 2008* (Cth);
- (c) has compiled its Tender without:
 - (i) the improper assistance of any current or former Department officer, employee, contractor or agent; or
 - (ii) the use of information obtained through a breach of confidentiality, section 122.4 of the *Criminal Code Act 1995* (Cth) or the *Public Service Act 1999* (Cth);
- (d) has not engaged in misleading or deceptive conduct in relation to its Tender or the RFT process;
- (e) has not 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 its Tender or conduct of the RFT;
- (f) has not attempted to solicit information from or influence improperly any current or former officer, employee, contractor or agent of the Department, or violate any applicable laws (including anti-corruption or bribery legislation) or Commonwealth policies regarding the offering of inducements in connection with the RFT process;
- (g) has not engaged in, or procured or encouraged others to engage in, activity that would result in a breach of the *Lobbying Code of Conduct*;
- (h) has not, without the Department's prior written consent, permitted any current or former officer, employee, contractor or agent of the Department to contribute to its Tender or participate in any activity relating to the RFT, if that person was involved at any time in planning of the procurement to which this RFT relates, the preparation of this RFT or the management of this RFT; and
- (i) has not otherwise acted in an unethical or improper manner or contrary to any law in relation to this RFT process.

2.4 Offer

1.5 The Tenderer acknowledges and agrees:

- (a) that the Tender constitutes an unconditional offer and accordingly is capable of immediate acceptance by the Department so as to form a binding contract;
- (b) that the Tender must remain open for acceptance by the Department for the Tender Offer Period; and
- (c) not to withdraw, vary or otherwise compromise the Tender during the Tender Offer Period.

2.5 Conflict of Interest

- 1.6 The Tenderer represents that, having made all reasonable enquiries the following are its only known actual, potential or perceived conflicts of interest in respect of the RFT process, its Tender or the provision of the Services:

Response:

Insert any actual or potential conflict of interest disclosures, or if none write "**None**"

- 1.7 The Tenderer undertakes to advise the Department in writing immediately upon becoming aware of any actual, potential or perceived conflicts of interest in respect of the RFT process, its Tender or the provision of the Services.
- 1.8 The Tenderer agrees to take such steps as the Department requires to resolve or manage a conflict of interest.

2.6 Workplace Gender Equality Requirements

- 1.9 The Tenderer represents that it is/ is not [Note to Tenderer: strike out the relevant words] a 'relevant employer' for the purposes of the *Workplace Gender Equality Act 2012* (Cth) (**WGE Act**).

2.7 Modern Slavery

2.7.1 The Tenderer represents that it is/ is not [Note to Tenderer: strike out the relevant words] a 'reporting entity' for the purposes of the Modern Slavery Act 2018 (Cth) (The Act).

2.8 Survival

1.10 This deed poll survives termination or expiry of this RFT.

2.9 Applicable Law

1.11 The Tenderer agrees that the law of the Australian Capital Territory applies to this deed poll and the Tenderer submits to the non-exclusive jurisdiction of the courts of the Australian Capital Territory for any proceedings in relation to this RFT.

EXECUTED AS A DEED POLL

Note to Tenderer: Please include the appropriate execution block depending on what type of legal entity you are. Three options have been included for consideration, depending on whether you are a:

- company incorporated under the Corporations Act;
- company executing the deed in your capacity as trustee of a trust.; or
- Execution by affixing a company seal (for legal entities guided by Acts of Parliament in each state and territory of Australia). Three trustee signature are required in the state of Queensland and two trustee signatures in all other states and territories of Australia.

Option 1: Execution block for company incorporated under the Corporations Act.

SIGNED, SEALED AND DELIVERED by
[Insert Tenderer's full name, and ACN/
ABN if it has one] in accordance with
section 127 of the *Corporations Act 2001*
(Cth):

Signature of director

Signature of director/secretary

Name

Name

Date

Date

Option 2: Execution block for a corporation executing the deed in their capacity as the trustee of a trust.

Executed by **[Insert Tenderer's full name, and ACN/ ABN if it has one]** acting as trustee of the **[Insert name of the trust]**:

Signature of director

Signature of director/secretary

Name

Name

Date

Option 3: Execution by affixing a company seal (for legal entities guided by Acts of Parliament in each state and territory of Australia). Three trustee signatures are required in the state of Queensland and two trustee signatures in all other states and territories of Australia.

Execution by affixing the company seal

Under [section X] of the [Insert full name of Act]

THE COMMON SEAL OF [Party Name]

[Party ACN] the affixing of

which was witnessed by:

[Name of director/trustee]

Signature of director/trustee

[Name of director/trustee]

Signature of director/trustee

[Name of director/trustee]

Signature of director/trustee

Date

3. Organisation

3.1.1.1.1. The extent tenderers demonstrate capability, capacity and experience, in providing services that are the same or similar to the Services in accordance with the draft Contract and the Statement of Requirements

3.1.1.1.2. Key Personnel have suitable qualifications, skills and experience to plan and deliver the Services

3.1 Organisational Experience

1.1 Tenderers should provide information on their organisational experience to deliver on all elements of the project/s detailed in the Statement of Requirements:

- (a) subject matter expertise in delivering the same or similar services as those detailed in the Statement of Requirements

Response:
(maximum 2 x A4 pages)
Submit as a separate attached document titled [Tenderer name, Attachment 3 Organisational Experience1.1 (a).pdf.

- (b) demonstrated expertise in evidence based co-design, delivery and outcomes

Response:
(maximum 2 x A4 pages)
Submit as a separate attached document titled [Tenderer name, Attachment 3 Organisational Experience Experience1.1 (b).pdf.

~~(c) any other information you consider relevant~~

~~(c)~~ tenderers are to provide licences, registrations or accreditations of both staff and the organisation in delivering excellence in digital mental health services

~~(d) any other information you consider relevant~~

Response:

Use this section for your response to question 1.1(c) or if submitting in a separate attached document, name the document: Tenderer name, Attachment 6 Additional Licences.pdf and include the table below.

Licence, Registration or Accreditation	Document date	Expiry date	Evidence Provided Yes/ No

- 1.2 Tenderers should include no more than two (2) relevant short case study examples to support and demonstrate relevant experience, using the text boxes below.

Case Study 1 Response: (maximum 1 x A4 page)

Project Name:

Project Location:

Project Client:

Name and role of any nominated Key Personnel involved with this Project:

Project Relevance: (outline the reasons why the project is relevant to the Services)

Project Description:

Case Study 2 Response: (maximum 1 x A4 page)

Project Name:

Project Location:

Project Client:

Name and role of any nominated Key Personnel involved with this Project:

Project Relevance: (outline the reasons why the project is relevant to the Services)

Project Description:

3.2 Capability and Capacity

- 2.1 Tenderers should provide information on their Organisational Capability and Capacity to deliver the project/s detailed in the Statement of Requirements:

- (a) provide DVA assurance that timeframes and milestones in the Statement of Requirements will be met
- (b) the proposed staff resourcing for the delivery of the Services, including the structure, qualifications, experience and expertise of the nominated key personnel and your capacity to scale up or scale down the resources as required
- (c) the material resources (for example properties, goods, services and community facilities) that the tenderer propose to use in delivering the Services.

Response:

(maximum 4 x A4 pages)

Submit as a separate attached document titled [Tenderer name, Attachment 3 Organisational Capacity.pdf].

3.3 Relevant Experience of Key Personnel

2.2 Tenderers should provide the following (and any other information relevant to the availability, capacity and performance of nominated key personnel). Add additional rows in the Table below as required.

Table A: Key Personnel

Name	Proposed Role	Experience/Skills	Proportion of Time on Project	How availability of nominated personnel will be assured for the term of the Contract

Response:
(maximum 4 x A4 pages)
Submit as a separate attached document titled [Tenderer name, Attachment 3 Key Personnel.pdf].

3.4 Key Subcontractors particulars

The Department requires key subcontractors information to be provided and updated during the course of the contract period.

Tenderers should provide in Table B the following information for each actual and proposed key subcontractor and type of services that they will provide.

Response:
Subcontractor details should be substantially in the format of Table B below. Tenderers can either use this section for their response or can submit subcontractor details as a separate attached document titled [Tenderer name, Attachment 3 Subcontractor Details.pdf].

If there are no subcontractor arrangements in place for the delivery of services being tendered for please indicate below by stating "Nil"

Table B: Key Subcontractor Information

Subcontractor Information				
Full legal name of subcontractor:	ABN:	Relevant business place address	Services being delivered by the subcontractor	Has a formal agreement between the tenderer and the subcontractor, been signed? (Yes or No)
				(add rows as required)

3.5 Referees – Organisational

- 5.1 Tenderers should provide no more than two (2) written referee reports from client organisations that can attest to the tenderer’s organisational experience and capability in providing services that are the same or similar to the Services.
- 5.2 If the tenderer is using subcontractors to provide the Services, then one referee report should be provided for each subcontractor. That is, tenderers should provide two referees for the prime tendering entity, and one referee for each subcontractor.
- 5.3 The referee reports should be substantially in the format set out below.
- 5.4 Please note that **Departmental employees will not be permitted as referees.**

Response:

The referee reports should be in the format of the template below, then signed, scanned into PDF format and included in the tender response as a separate file titled [Tenderer name, Attachment 3 Referees.pdf].

Referee Report Proforma						
Part 1: Referee organisation's details						
Referee’s name and ABN						
Referee’s line of business (e.g. Government, Not for Profit, Private Enterprise) and industry						
Number of employees in referee’s organisation						
Part 2: Engagement details						
Engagement / project name						
Description of deliverables						
Duration of engagement (including start and completion dates)						
Total value (including GST)	\$					
Part 3: Assessment						
As the organisation who paid for these services, how well did the provider meet your expectations?	N/A	Unsatisfactory	Marginal	Acceptable	Good	Superior
Capacity E.g. ability to service an organisation of similar size and complexity as DVA.						

Time management E.g. meeting milestones, on time delivery.						
Management and suitability of personnel E.g. skills, experience, sufficient number, appropriate seniority used.						
Standard and quality of deliverables E.g. meeting client specific requirements, specifications.						
Innovation E.g. generation and implementation of innovative approaches						
Cost E.g. actual cost did not exceed cost estimate without prior agreement.						
Communications E.g. appropriate level of reporting.						
Part 4: Additional comments on the performance of the provider						
< Insert here – max 100 words >						
Part 5: Referee representative's details						
Name:						
Title:						
Signature:						
Date:						
Bus. Tel No:		Mobile No:				
E-mail:						

Attachment 4: Solution

The extent the tenderer's proposed solution demonstrates the tenderer's ability to deliver the Services in accordance with the Statement of Requirements, taking into account the tenderer's:

- (a) Suitability of the proposed approach to, and methodology for delivering the Services;
- (b) Understanding the Services required and ability to achieve DVA's objectives for the project/s.

4.1 Solution

1.1 Tenderers should provide information on their proposed solution to deliver on all elements of the project/s detailed in the Statement of Requirements, including:

- (a) providing a draft Project Plan detailing how the Services, including milestones, will be delivered within the required timeframes what is the tenderer's proposed approach to, and methodology for delivering the Services
- (c) how will the tenderer achieve DVA's objectives for the project/s
- (d) how will the tenderer engage rural and remote participants, including those who are geographically isolated
- (e) how issues, problems or complaints that arise during the Term of the Contract will be resolved; and
- (f) any other matters that the Tenderer considers relevant.

(maximum 6 x A4 pages)

Submit as a separate attached document titled [Tenderer name, Attachment 4.1 Solution.pdf].

4.2 Privacy Procedures and Risk Mitigation

- 1.1. Tenderers should provide details of internal procedures for privacy and confidentiality; and data handling (including regarding document retention policies and data storage locations, risk mitigation strategy and confirming there is no offshore cloud storage). See project specific risk mitigation plans as detailed in section 2.3.2 and 3.3.2 in the Statement of Requirements
- 1.2. Tenderers should provide details of any eligible data breaches in respect of personal information for which they have been responsible under the Privacy Act, or any other significant data breaches under law (including contracts) within the last five (5) years. If no such breaches have occurred, tenderers should confirm this in their response.

Response:

(maximum 2 x A4 pages

Submit as a separate attached document titled [Tenderer name, Attachment 4 - Privacy Procedures.pdf].

4.3 Privacy Management Plan

- 4.1 Tenderers should attach a summary of their Privacy Management Plan. The Privacy Management Plan should include details of the tenderer's process for maintaining privacy and adhering to all Australian Privacy Principles and as set out in Section 2.3.3 and 3.3.3 of Statement of Requirements.

Response:

(maximum 4 x A4 pages

Submit as a separate attached document titled [Tenderer name, Attachment 4 - Privacy Management Plan.pdf].

Attachment 5: Price and Payment

The extent to which the tenderer's proposed pricing to deliver either one or both of the projects outlined in the Statement of Requirements, includes all relevant costs, is competitive and has acceptable risk.

5.1 Proposed price and Payment Arrangements

- 1.1. DVA requires a fixed fee for the Services. Tenderers are to provide their proposed price and fixed cost payment arrangements for the delivery of the Services in the spreadsheet provided, titled Web-Based Forums and Online Suicidality Support – Schedule of fees.xls spreadsheet. **Tenderers must not refer to their pricing in any other part of the Tender Response Form.**
- 1.2. Tenderers are to provide an explanation of how the proposed price was reached and include details of any assumptions and caveats which the proposed price relies on.
- 1.3. Tenderers are to provide details of their proposed payment arrangements for fixed program management costs within the spreadsheet provided, titled Web-Based Forums and Online Suicidality Support – Schedule of Fees.xls
- 1.4. Prices are to:
 - (a) be stated in Australian dollars;
 - (b) be inclusive of all costs and expenses of complying with the requirements of the draft Contract;
 - (c) specify any discounts offered;
 - (d) be inclusive of all Australian (Federal, State and Local government) and overseas taxes and charges; and
 - (e) state whether GST will be payable for each item of the Services and where GST applies, the amount GST payable is to be clearly and separately identified.

5.2 Liability

- 1.1. Tenderers are to specify the approach to contractor liability they propose will apply to any resultant Contract.
- 1.2. If the tenderer's proposed approach to contractor liability is different from that set out in the draft Contract, tenderers are to conduct their own liability risk assessment and provide the following details:
 - (i) the terms of the tenderer's proposed limitation of liability, including any proposed monetary caps;
 - (ii) an explanation of why the liability regime is different from the proposed approach in the Contract; and
 - (iii) the impact (if any) of these changes on the tenderer's proposed price and insurance requirements.

5.3 Assumptions or caveats

- 3.1. Tenderers should list all assumptions or caveats relating to their price which should be considered by the Department in assessing value for money. This can include either general assumptions or caveats and/or assumptions or caveats for specific products or services.

Response:

5.4 Competitive Neutrality Tenderers who are from the public sector and engaged in 'significant government business activities' (within the meaning set out in the *Commonwealth Competitive Neutrality Policy Statement*), are to demonstrate in their pricing that competitive neutrality requirements have been met, including in respect of:

- (i) payment of relevant taxes and charges;
- (ii) rates of return;
- (iii) cost of funds; and
- (iv) regulatory neutrality.

Response:

The Tenderer represents that it **is / is not** from the public sector.

If the tenderer is from the public sector, use this section for your response (maximum 1 x A4 page); or if submitting in a separate attached document, name the document: **[Tenderer name, Attachment 7 Competitive.pdf]**.

Attachment 6: Financial Capacity

The extent to which the tenderer has the financial capacity, corporate capacity and insurances to fulfil the Contract obligations and the assessed level of financial risk relating to entering into a Contract with the tenderer.

6.1 Financial Information

6.1.1 Tenderers are to provide as part of their tender either:

- (a) a copy of their most recent audited annual financial statements
- (b) any other evidence that demonstrates the tenderer's financial capacity to deliver the Services.
- (c) The annual financial statements of an entity are to include a:
 - (i) balance sheet;
 - (ii) profit and loss statement; and
 - (iii) copy of the auditor's statement.
- (d) Tenderers are to provide details of any matters, such as petitions, claims, actions, judgments, undischarged bankruptcy, liquidation or administration, which could affect their performance of the Contract.
- (e) Tenderers are to indicate whether they have any reasonable grounds to believe that they will not be able to pay their debts when they become due and payable in the foreseeable future.

Response:

Audited financial statements are to be provided in a separate attached document, preferably in pdf format, clearly titled as [Tenderer name, Attachment 6 Financial Statements.pdf]

(maximum 1 x A4 page)

6.2 Insurances

- 1.12 Tenderers are to provide details of the insurance policies they hold, or propose to obtain, for the duration of the Contract, in accordance with Table C.

Table C - Insurances

Item No.	Type of Insurance	Insurer	Summary of terms and coverage	Extent of insurance coverage	Period of Insurance Policy
(a)	(b)	(c)	(d)	(e)	(f)

- 1.13 Tenderers are to provide copies of certificates of currency for the above insurances and any insurance or registration required under applicable laws.

Response:

I [have / have not] provided copies of certificates of currency.

6.3 Investigations

- 1.14 Tenderers are to provide details of whether or not they are aware that they are under investigation, or the subject of court proceedings, in relation to a possible or actual breach of any relevant legislation, and if applicable, provide details of the same.

Response:

I [am / am not] aware of any investigation, or the subject of court proceedings, in relation to a possible or actual breach of any relevant legislation.

If the tenderer is under investigation or subject to court proceedings, use this section to provide details.

Attachment 7: Statement of non-compliance with the draft Contract

- (a) The extent to which the tenderer is compliant with the RFT and draft Contract including the Statement of Requirements and the assessed level of risk relating to the negotiation of an acceptable Contract;
- (b) Confidential information

7.1 Statement of non-compliance

1.15 Tenderers are to identify in Table D below:

- (a) any non-compliances with the RFT Conditions of Tender, Contract or Statement of Requirements. Please list in the clause order in which they appear in the Contract.
- (a) an explanation of the extent, reason and impact of any non-compliance; and
- (b) any proposed drafting amendments to the Contract, including any deletions or new clauses.

1.16 A tenderer will be deemed to be fully compliant with any clause not listed in Table D.

Table D – Statement of Non-Compliance

Part/clause	Reason and alternative clause/s
RFT Conditions of Tender	Add additional lines to the response table as required.
Draft Contract	Add additional lines to the response table as required
Statement of Requirements	Add additional lines to the response table as required

7.2 Confidential Information

1.1 Tenderers are to include in Table E below:

- (c) a list of all Contract clauses they consider to be Confidential Information;
- (g) the specified period of confidentiality (ie the duration of the Contract); and
- (h) the reason for confidentiality.

1.2 The four criteria of the 'Confidentiality Test' must all be met in order for the tenderer's commercial information to be treated as confidential information. The Commonwealth's policy on the identification of confidential information, including the 'Confidentiality Test' can be found at: <https://www.finance.gov.au/government/procurement/buying-australian-government/confidentiality-throughout-procurement-cycle>

Table E – Confidential Information

Item No.	Clause Heading	Clause No.	Period of confidentiality	Reason for confidentiality
(a)	(b)	(c)	(d)	(e)
1.				
2.				
3.				(Add rows as required)

Attachment 8: Workplace Gender Equality Act (WGE)

Tenderers are to:

- (d) identify in their tender whether they are a 'relevant employer' under the WGE Act;
and
- (e) if they are a 'relevant employer', provide a current letter of compliance issued by the WGEA as part of their tender.

Attachment 9: Modern Slavery

Tenderers are to:

- (a) complete the Modern Slavery Questionnaire at Attachment 9.

Response:

Provide the completed Modern Slavery Questionnaire in a separate attached document, and name the document: [**Tenderer name, Attachment 9 Modern Slavery.pdf**]

Attachment 10: Privacy and Data Security

1. Tenderers are to:
 - (b) complete the Privacy and Data Security Questionnaire provided as a separate document (ATT 10 - Privacy and Data Security Questionnaire).

Response:

Provide the completed Privacy and Data Security Questionnaire in a separate attached document, and name the document: [***Tenderer name. Attachment 10. Privacy and Data Security .pdf***]

1.1 Appendix A

Glossary	
Term	Explanation
Child labour	<p>Child labour, in accordance with the definition used by the International Labour Organisation, is work that deprives children of their childhood, their potential and their dignity, and that is harmful to physical and mental development. It refers to work that:</p> <ul style="list-style-type: none"> • is mentally, physically, socially or morally dangerous and harmful to children; and/or • interferes with their schooling by: <ul style="list-style-type: none"> ○ depriving them of the opportunity to attend school; ○ obliging them to leave school prematurely; or ○ requiring them to attempt to combine school attendance with excessively long and heavy work. <p>A child is defined as a person below the age of 18.</p> <p>Child labour has three categories:</p> <p>(1) The unconditional worst forms of child labour, which are internationally defined as slavery, trafficking, debt bondage and other forms of forced labour, forced recruitment of children for use in armed conflict, prostitution or pornography, and illicit activities.</p> <p>(2) Labour performed by a child who is under the minimum age specified for that kind of work (as defined by national legislation, in accordance with accepted international standards), and that is this likely to impede the child’s education and full development.</p> <p>(3) Labour that jeopardises the physical, mental or moral well-being of a child, either because of its nature or because of its nature or because of the conditions in which it is carried out, known as “hazardous work”.</p>
Commercial sex act	<p>Commercial sex act is defined as any sex act on account of which anything of value is given to or received by any person.</p>

Debt bondage	Debt bondage describes situations where the victim’s services are pledged as security for a debt and the debt is manifestly excessive or the victim’s services are not applied to liquidate the debt, or the length and nature of the services are not limited and defined.
Deceptive recruiting for labour services	Deceptive recruiting for labour services describes the situations where the victim is deceived about whether they will be exploited through a type of modern slavery.
Due diligence	Due diligence describes the process organisations take to identify, prevent, mitigate and account for how they address their impacts on slavery and human trafficking.
Forced labour	Forced labour describes situations where the victim is either not free to stop working or not free to leave their place of work.
Forced marriage	Forced marriage describes situations where coercion, threats or deception are used to make a victim marry or where the victim does not understand or is incapable of understanding the nature and effect of the marriage ceremony.
Modern slavery	The <i>Modern Slavery Act (Cth) 2018</i> (the Act) defines modern slavery as a term used to describe situations where coercion, threats or deception are used to exploit victims and undermine or deprive them of their freedom. Modern slavery is only used to describe serious exploitation. It does not include practices like substandard working conditions or underpayment of workers. The Act defines modern slavery as including eight types of serious exploitation: trafficking in persons; slavery; servitude; forced marriage; forced labour; debt bondage; deceptive recruiting for labour services; and the worst forms of child labour.
Migrant worker	Migrant workers are people who leave home to find work outside of their hometown or home country. Migrant workers include both foreign and domestic (internal) migrant workers.
Organisation	Organisation is a person or group that has its own functions with responsibilities, authorities and relationships to achieve its objectives. The concept of organisation includes, but is not limited to, sole-trader, company, corporation, firm, enterprise, authority, partnership, association, charity or institution, or part or combination thereof, whether incorporated or not, public or private.

Policy	A policy refers to documented guidelines or rules of conduct within an organisation. Human rights-related policies generally fall into two categories: stand-alone statements and policies that are integrated within an organisation's wider standards literature (eg. Worker codes of conduct and ethical sourcing standards).
Recruiter	A recruiter refers to both private and public entities that offer labour recruitment services. Recruiters – variously referred to as labour intermediaries, middlemen, labour brokers, and recruitment agents, among other terms – recruit, hire and/or manage workers.
Servitude	Describes situations where the victim's personal freedom is significantly restricted and they are not free to stop working or leave their place of work.
Slavery	Describes situations where the offender exercises powers of ownership over the victim, including the power to make a person an object of purchase and use their labour in an unrestricted way.
Supplier	A supplier is defined as an organisation or person that provides a product or service used in your supply chain. The supplier can have a direct or indirect relationship with your organisation. Examples of suppliers are: brokers, consultants, contractors, distributors, franchisees or licensees, home workers, independent contractors, manufacturers, primary producers, sub-contractors, and wholesalers.
Supply chain	A supply chain is defined as a sequence of activities or parties that provides products or services to the organisation.
Tier One supplier	A manufacturer who provides products directly to a company without dealing with a middleman or other manufacturers.
Trafficking in persons	Trafficking in persons describes the recruitment, harbouring and movement of a person for exploitation through modern slavery.
Training	Training can be focused on helping agents better understand organisation policies, how to effectively implement them and ways to avoid modern slavery risks associated with inaction.
Worker	A person who performs work, including seasonal, contract and other temporary labour. Both employees and independent contractors are considered workers.

Attachment 9: Modern Slavery

Modern Slavery Questionnaire

This is a confidential Questionnaire for suppliers of goods and services to Australian Government agencies. It is a tool to assist Australian Government agencies and their suppliers to:

- identify and assess possible modern slavery risks in Australian Government procurements,
- identify mitigation efforts to combat the risk of modern slavery in Australian Government procurements, and
- foster collaboration between Australian Government agencies and their suppliers to address these risks.

Suppliers are asked to complete the Questionnaire honestly and with as much detail as possible. Completed Questionnaires will be confidential and will not be shared beyond the Australian Government.

Further information on identifying and assessing modern slavery risks in supply chains and operations can be found in the Australian Government's [Commonwealth Modern Slavery Act 2018 – Guidance for Reporting Entities](#).

Background:

Modern slavery refers to a range of serious forms of exploitation, including forced labour, debt bondage, human trafficking, and slavery. These practices are serious crimes, grave abuses of human rights and have devastating impacts on survivors.

The Australian Government's *Modern Slavery Act (Cth) 2018* (the Act) aims to change the way entities do business to reduce the risk that the goods and services we use every day are the product of modern slavery.

The Act requires the Australian Government to prepare an annual modern slavery statement explaining how the Australian Government is assessing and addressing modern slavery risks in its operations and supply chains. This Questionnaire will assist the Australian Government with this endeavour and forms an important part of the Australian Government's efforts to combat modern slavery risks.

Modern Slavery and Trafficking Supplier Questionnaire

<p>Is your organisation required to report under the <i>Modern Slavery Act (Cth) 2018</i>? If so, please attach a copy of your modern slavery statement(s).</p>	
<p>Is there any other additional documentation you have attached to this questionnaire? If so, please list them here.</p>	

Organisation Structure	
<p>1.</p>	<p>How much visibility does your organisation have over your supply chain? Please select one of the below and explain why you selected this option:</p> <p><input type="checkbox"/> High: You have mapped the full supply chain for key products and services used by your organisation and have identified key suppliers at all levels of your supply chain.</p> <p><input type="checkbox"/> Moderate: You have identified major Tier One suppliers and have partially or fully mapped the supply chains for key products and services of your supply chain.</p> <p><input type="checkbox"/> Developing: You have identified major Tier One suppliers. You have very limited or no visibility of your supply chains below the Tier One level.</p>
<p>2.</p>	<p>Does your organisation have a policy or policies in place to deal with modern slavery?</p> <p><input type="checkbox"/> Yes</p> <p><input type="checkbox"/> No</p> <p>If the answer is yes, please provide details of, or a copy of, the policy or policies, including information on whether your organisation has a system to monitor compliance with these policies. If the answer is no, please provide information on what your organisation is doing, or plans to do, to manage modern slavery risks.</p>

3.	<p>Does your organisation have a person or team responsible for overseeing modern slavery risks (including record keeping regarding contractors and subcontractors) that arise in relation to the goods or services that you deliver?</p> <p><input type="checkbox"/> Yes</p> <p><input type="checkbox"/> No</p> <p>If yes, please describe the role and responsibility of that person/team.</p>
Training	
4.	<p>Are staff in your organisation trained on how to identify, assess and respond to modern slavery risks?</p> <p><input type="checkbox"/> Yes</p> <p><input type="checkbox"/> No</p> <p>If yes, please describe the nature of the training available and the positions or roles of staff that receive training. Please also specify whether training is also available to other organisations or staff in your supply chain. If not, does your organisation plan to introduce modern slavery risk training for staff?</p>
Supplier engagement	
5.	<p>Does your organisation perform screening of all prospective suppliers to assess the risks of modern slavery or other human rights harms that may occur in its operations and supply chains?</p> <p><input type="checkbox"/> Yes</p> <p><input type="checkbox"/> No</p> <p>If yes, please describe how your organisation performs this screening. If no, does your organisation plan to introduce measures to screen prospective suppliers for modern slavery risks in future?</p>
6.	<p>Are you aware of low-skilled migrant workers working in your organisation's supply chains?</p>

	<p><input type="checkbox"/> Yes</p> <p><input type="checkbox"/> No</p> <p>If yes, please provide information about where in your organisation's supply chain low-skilled migrant workers are employed.</p>
Response processes	
7.	<p>How would your organisation respond to any allegation of modern slavery or substandard working conditions in its operations or supply chains?</p>
8.	<p>Does your organisation engage in any other due diligence activities to identify, prevent and mitigate risks specific to modern slavery in its operations and supply chains? If so, please describe these activities.</p> <p><input type="checkbox"/> Yes</p> <p><input type="checkbox"/> No</p> <p>If yes, please describe these activities.</p>

1. GLOSSARY

Glossary	
Term	Explanation
Child labour	<p>Child labour, in accordance with the definition used by the International Labour Organisation, is work that deprives children of their childhood, their potential and their dignity, and that is harmful to physical and mental development. It refers to work that:</p> <ul style="list-style-type: none"> • is mentally, physically, socially or morally dangerous and harmful to children; and/or • interferes with their schooling by: <ul style="list-style-type: none"> ○ depriving them of the opportunity to attend school; ○ obliging them to leave school prematurely; or ○ requiring them to attempt to combine school attendance with excessively long and heavy work. <p>A child is defined as a person below the age of 18.</p> <p>Child labour has three categories:</p> <p>(1) The unconditional worst forms of child labour, which are internationally defined as slavery, trafficking, debt bondage and other forms of forced labour, forced recruitment of children for use in armed conflict, prostitution or pornography, and illicit activities.</p> <p>(2) Labour performed by a child who is under the minimum age specified for that kind of work (as defined by national legislation, in accordance with accepted international standards), and that is this likely to impede the child’s education and full development.</p> <p>(3) Labour that jeopardises the physical, mental or moral well-being of a child, either because of its nature or because of its nature or because of the conditions in which it is carried out, known as “hazardous work”.</p>
Commercial sex act	Commercial sex act is defined as any sex act on account of which anything of value is given to or received by any person.

Debt bondage	Debt bondage describes situations where the victim’s services are pledged as security for a debt and the debt is manifestly excessive or the victim’s services are not applied to liquidate the debt, or the length and nature of the services are not limited and defined.
Deceptive recruiting for labour services	Deceptive recruiting for labour services describes the situations where the victim is deceived about whether they will be exploited through a type of modern slavery.
Due diligence	Due diligence describes the process organisations take to identify, prevent, mitigate and account for how they address their impacts on slavery and human trafficking.
Forced labour	Forced labour describes situations where the victim is either not free to stop working or not free to leave their place of work.
Forced marriage	Forced marriage describes situations where coercion, threats or deception are used to make a victim marry or where the victim does not understand or is incapable of understanding the nature and effect of the marriage ceremony.
Modern slavery	The <i>Modern Slavery Act (Cth) 2018</i> (the Act) defines modern slavery as a term used to describe situations where coercion, threats or deception are used to exploit victims and undermine or deprive them of their freedom. Modern slavery is only used to describe serious exploitation. It does not include practices like substandard working conditions or underpayment of workers. The Act defines modern slavery as including eight types of serious exploitation: trafficking in persons; slavery; servitude; forced marriage; forced labour; debt bondage; deceptive recruiting for labour services; and the worst forms of child labour.
Migrant worker	Migrant workers are people who leave home to find work outside of their hometown or home country. Migrant workers include both foreign and domestic (internal) migrant workers.
Organisation	Organisation is a person or group that has its own functions with responsibilities, authorities and relationships to achieve its objectives. The concept of organisation includes, but is not limited to, sole-trader, company, corporation, firm, enterprise, authority, partnership, association, charity or institution, or part or combination thereof, whether incorporated or not, public or private.

Policy	A policy refers to documented guidelines or rules of conduct within an organisation. Human rights-related policies generally fall into two categories: stand-alone statements and policies that are integrated within an organisation's wider standards literature (e.g. Worker codes of conduct and ethical sourcing standards).
Recruiter	A recruiter refers to both private and public entities that offer labour recruitment services. Recruiters – variously referred to as labour intermediaries, middlemen, labour brokers, and recruitment agents, among other terms – recruit, hire and/or manage workers.
Servitude	Describes situations where the victim's personal freedom is significantly restricted and they are not free to stop working or leave their place of work.
Slavery	Describes situations where the offender exercises powers of ownership over the victim, including the power to make a person an object of purchase and use their labour in an unrestricted way.
Supplier	A supplier is defined as an organisation or person that provides a product or service used in your supply chain. The supplier can have a direct or indirect relationship with your organisation. Examples of suppliers are: brokers, consultants, contractors, distributors, franchisees or licensees, home workers, independent contractors, manufacturers, primary producers, sub-contractors, and wholesalers.
Supply chain	A supply chain is defined as a sequence of activities or parties that provides products or services to the organisation.
Tier One supplier	A manufacturer who provides products directly to a company without dealing with a middleman or other manufacturers.
Trafficking in persons	Trafficking in persons describes the recruitment, harbouring and movement of a person for exploitation through modern slavery.
Training	Training can be focused on helping agents better understand organisation policies, how to effectively implement them and ways to avoid modern slavery risks associated with inaction.
Worker	A person who performs work, including seasonal, contract and other temporary labour. Both employees and independent contractors are considered workers.

Part three, Attachment 10: Privacy and Data Security

Privacy and Data Security Questionnaire

This is a confidential Questionnaire for suppliers of services to Veterans and their families on behalf of the Department of Veterans' Affairs (the Department). It is a tool to assist the Department to:

- identify and assess possible privacy and data security risks in the procurement of services delivered to veterans and their families on behalf of the Department,
- identify mitigation efforts in the procurement of services for veterans and their families to combat the risk of privacy and data security breaches where personal information of veterans and their families is collected, used and stored by the service provider on behalf of the Department, and
- foster collaboration between the Department and its service providers to address these risks.

Service providers are asked to complete the Questionnaire honestly and with as much detail as possible. Completed Questionnaires will be confidential and will not be shared beyond the Australian Government.

Further information on identifying and assessing privacy and data security risks in operations can be found in the Australian Government resources at: [Privacy for health service providers - Home \(oaic.gov.au\)](https://www.oaic.gov.au/privacy-for-health-service-providers).

Information regarding Australian Government protective security policy framework and data standards regarding the storage and security of information held by service providers on behalf of the government is also found here: <https://www.protectivesecurity.gov.au/policies>

Background:

Any organisation that provides a health service and holds health information is covered by the *Privacy Act 1988* (Privacy Act), even if they're a small business or providing a health service is not their primary activity. The Department regards our service providers in the Low Vision Aids program as covered by the Privacy Act 1988 for all your activities.

The Privacy Act requires service providers of health services to be proactive in establishing, implementing and maintaining privacy processes in their practice.

To meet your privacy obligations and to make managing privacy easier, the key practical steps you are expected to take are:

- Develop and implement a privacy management plan
- Develop clear lines of accountability for privacy management
- Create a documented record of the types of personal information you handle
- Understand your privacy obligations and implement processes to meet those obligations
- Hold staff training sessions on privacy obligations
- Create a privacy policy
- Protect the information you hold

- Develop a data breach response plan.

People commonly regard health information as one of the most sensitive types of personal information. The Privacy Act provides extra protections around the handling of health information.

This Questionnaire will assist the Department to be satisfied that our service providers are meeting their obligations under the Privacy Act and to ensure that our service providers who hold personal information and sensitive information regarding veterans and their families on behalf of the Department have the appropriate privacy management capabilities and practices in place.

Privacy and Data Security Supplier Questionnaire

<p>Does your organisation have a privacy management plan under the Privacy Act (Cth) 1988? If so, please attach a copy of your privacy management plan(s).</p>	
<p>Is there any other additional privacy and data security documentation you have attached to this questionnaire? If so, please list them here.</p>	

Organisation structure

1.	<p>How much visibility does your organisation have over privacy and data security? Please select one of the below and explain why you selected this option:</p> <p><input type="checkbox"/> High: You have assessed all of your operations and services for privacy and data security risks and have a comprehensive privacy and data breach management plan and capability.</p> <p><input type="checkbox"/> Moderate: You have partially assessed your operations for privacy and data security risks and have partially developed your privacy and data breach management plan and capability</p> <p><input type="checkbox"/> Developing: You have very limited or no visibility of the privacy and data security risks in your operations.</p>
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2.	<p>Does your organisation have a policy or policies in place to deal with privacy and data security?</p> <p><input type="checkbox"/> Yes</p> <p><input type="checkbox"/> No</p> <p>If the answer is yes, please provide details of, or a copy of, the policy or policies, including information on whether your organisation has a system to monitor compliance with these policies. If the answer is no, please provide information on what your organisation is doing, or plans to do, to manage privacy and data security risks.</p>
3.	<p>Does your organisation have a person or team responsible for overseeing privacy and data security (including regarding the privacy compliance of contractors and subcontractors) that arise in relation to the goods or services that you deliver?</p> <p><input type="checkbox"/> Yes</p> <p><input type="checkbox"/> No</p> <p>If yes, please describe the role and responsibility of that person/team.</p>

Training	
4.	<p>Are staff in your organisation trained on how to identify, assess and respond to privacy and data security risks?</p> <p><input type="checkbox"/> Yes</p> <p><input type="checkbox"/> No</p> <p>If yes, please describe the nature of the training available and the positions or roles of staff that receive training. Please also specify whether training is also available to contractors or subcontractor involved in service delivery. If not, does your organisation plan to introduce privacy and data security risk training for staff?</p>

Sub-contractor engagement	
5.	<p>Does your organisation assess prospective contractors and subcontractors to determine their privacy and data security capability where they may access, manage or store personal information and sensitive information on your behalf or the department's behalf?</p> <p><input type="checkbox"/> Yes</p> <p><input type="checkbox"/> No</p> <p>If yes, please describe how your organisation performs this assessment. If no, does your organisation plan to introduce measures to screen prospective contractors and sub-contractors for privacy and data security risks in future?</p>
Response processes	
6.	<p>How would your organisation respond to any allegation of a privacy breach or a data breach in its operations or in your relation to your subcontractors and contractors? Please attach any supporting documentation.</p> <p>If the privacy breach or data breach was an eligible data breach how would your organisation respond? Please attach any supporting documentation.</p>
7.	<p>Does your organisation engage in any other due diligence activities to identify, prevent and mitigate risks specific to privacy and data security in its operations and in its engagement of subcontractors and contractors? If so, please describe these activities.</p> <p><input type="checkbox"/> Yes</p> <p><input type="checkbox"/> No</p> <p>If yes, please describe these activities.</p>



Australian Government

Department of Veterans' Affairs

Contract in relation to Web Based Forums

Commonwealth of Australia as represented by the
Department of Veterans' Affairs & the Repatriation
Commission and the Military Rehabilitation and
Compensation Commission

ABN 23 964 290 824

and

SANE Australia

ABN **92006533606**

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THIS CONTRACT is made on 2 December 2024

BETWEEN:

1. **Commonwealth of Australia as represented by the Department of Veterans' Affairs & the Repatriation Commission and the Military Rehabilitation and Compensation Commission** ABN 23 964 290 824 of Gnabra Building, 21 Genge Street, Canberra ACT (**Department**); and
2. **SANE Australia** ABN **92006533606** of **Level 4, 700 Swanston Street Carlton VIC 3053 (Contractor)**.

RECITALS:

- (A) The Department requires the provision of certain services for the purposes of providing Web Based Forums .
- (B) The Contractor has fully informed itself on all aspects of the work required to be performed and has represented that it has the skills and experience to perform that work.
- (C) The Department has agreed to engage the Contractor to provide the Services on the terms and conditions in this Contract.

THE PARTIES AGREE AS FOLLOWS:

1. **INTERPRETATION**

1.1 **Definitions**

The meaning of the acronyms and defined terms used in this Contract is set out in Schedule 2 (Glossary).

1.2 **Rules of interpretation**

In this Contract, unless the contrary intention appears:

- (a) a word that suggests one gender includes the other genders;
- (b) a singular word includes the plural, and vice versa;
- (c) a reference to a person includes a body politic, body corporate or partnership;
- (d) if a word or phrase is defined, any other grammatical form of that word or phrase has a corresponding meaning;
- (e) headings are for convenience only and do not affect interpretation;
- (f) a reference to 'dollars', 'AUD' or '\$' is a reference to Australian dollars;
- (g) the word 'includes' in any form is not a word of limitation;
- (h) the meaning of general words is not limited by specific examples;
- (i) if the last day of any period for the doing of an action falls on a day which is not a Business Day, the action must be done no later than the end of the next Business Day;

- (j) a reference to a clause, paragraph, schedule or annexure is to a clause or paragraph of, or schedule or annexure to, this Contract;
- (k) a reference to any legislation, or legislative provision, includes any statutory modification, substitution or re-enactment of that legislation or legislative provision;
- (l) a reference to a 'party' is to a party to this Contract and a reference to a party to a document includes the party's executors, administrators, successors and permitted assignees and substitutes;
- (m) a rule of construction does not apply to the disadvantage of a party because the party was responsible for the preparation of this Contract or any part of it;
- (n) the Schedules and any Attachments form part of this Contract; and
- (o) a reference to writing is a reference to any representation of words, figures or symbols.

1.3 **Precedence of documents**

If there is any inconsistency between the terms of this Contract, a descending order of precedence will be accorded to:

- (a) Schedule 2 (Glossary);
- (b) the agreed terms and conditions of this Contract;
- (c) the other Schedules in the order that they appear;
- (d) any Attachments to the Schedules; and
- (e) documents incorporated by reference in this Contract,

so that the term in the higher ranked document will, to the extent of the inconsistency, prevail.

1.4 **Entire agreement**

To the extent permitted by law, this Contract represents the entire agreement between the parties about its subject matter and replaces any previous understandings, agreements or representations.

2. **TERM**

2.1 **Commencement**

- (a) This Contract begins on the Commencement Date and (unless otherwise terminated earlier) continues for the duration of the Initial Contract Period.

2.2 **Option to extend**

- (a) The Department may extend the Term for the Option Period(s), on the terms and conditions then in effect, by giving the Contractor notice in writing at any time prior to the expiration of this Contract, unless otherwise specified at item 3 of Schedule 1 (Contract Details).
- (b) Any extensions exercised in accordance with clause 2.2(a) take effect from the end of the Initial Contract Period.

3. **PROVISION OF SERVICES**

3.1 **Contractor to provide Services**

The Contractor must deliver the Services under this Contract in accordance with Schedule 3 (Statement of Requirements), including by:

- (a) achieving Milestones, and obtaining acceptance of any applicable Deliverables, by the relevant Milestone dates; and
- (b) achieving or exceeding any other performance requirements set out in Schedule 3 (Statement of Requirements).

3.2 **Acceptance and ownership of Deliverables**

- (a) The Department may accept or, where these do not comply with the requirements of this Contract, reject any Deliverable within 10 Business Days after the Deliverable is received.
- (b) If the Department rejects a Deliverable, the Department may require the Contractor to provide, at the Contractor's cost, replacement or rectified Deliverables which comply with the requirements of this Contract, within a period notified by the Department.
- (c) Title to the Deliverables passes to the Department upon acceptance of these in accordance with clause 3.2(a).

3.3 **Unsatisfactory performance**

- (a) If:
 - (i) the Contractor does not, in the reasonable opinion of the Department, provide any part of the Services within the timeframes or to the standard required by the Department; and
 - (ii) that failure is not remedied within 10 Business Days after the Contractor is given a notice requiring the unsatisfactory performance to be remedied,the Department may in its discretion:
 - (iii) direct the Contractor to remedy the failure, at the Contractor's expense, under the supervision of and in accordance with the directions of the Department;
 - (iv) require the Contractor to engage another person to perform the Services within a reasonable timeframe, at the expense of the Contractor;
 - (v) engage another person to perform the Services at the Contractor's expense; or
 - (vi) terminate this Contract in accordance with clause 15.1.
- (b) For the avoidance of doubt, this clause 3.3 does not limit any other remedy that the Department has in respect of unsatisfactory performance, including to recover any amounts calculated in accordance with any performance regime set out in Schedule 3 (Statement of Requirements).

3.4 **Representations and warranties of the Contractor**

In performing its obligations under clause 3.1, the Contractor represents and warrants that:

- (a) **(standards)** the Services will comply with relevant Australian industry standards, best practices and guidelines, or where none apply, the relevant international industry standards, best practice and guidelines;
- (b) **(directions)** it will act in accordance with any reasonable directions provided by the Department from time to time;
- (c) **(personnel)** in providing the Services it will use appropriately qualified, skilled and experienced Personnel;
- (d) **(approvals, compliance)** it will obtain and maintain any licences, permits, registrations or regulatory approvals which are:
 - (i) required by law and necessary for the provision of the Services; or
 - (ii) otherwise specified as necessary at item 4 of Schedule 1 (Contract Details);
- (e) **(cooperation)** it will cooperate with the Department, and any other service providers to the Department where necessary, and otherwise act in good faith; and
- (f) **(fitness)** the Services provided will:
 - (i) conform to the requirements of and be provided in accordance with this Contract; and
 - (ii) be fit for purpose.

4. **FEES AND PAYMENT**

4.1 **Obligation to pay**

- (a) Subject to this clause 4, the Department must pay to the Contractor the Fees in accordance with Schedule 4 (Fees and Payment) for the performance of the Services under this Contract.
- (b) Except as otherwise expressly provided for in this Contract, the only Fees or compensation that the Contractor may charge or seek for the Services are as set out in Schedule 4 (Fees and Payment).

4.2 **Claims for payment**

- (a) The Contractor may submit a claim for payment in accordance with Schedule 4 (Fees and Payment).
- (b) All claims for payment submitted under clause 4.2(a) must be:
 - (i) in the form of a correctly rendered invoice in accordance with clause 4.5; and
 - (ii) provided to the Department Representative.

4.3 **Payment**

- (a) On receipt of a claim for payment, the Department must either accept or reject the claim within a reasonable period.
- (b) If a claim is approved under clause 4.3(a), the Department must pay the Contractor within 30 calendar days of receipt of the claim.
- (c) If the Department rejects a claim under clause 4.3(a), the Department must, within 10 Business Days of the receipt of the claim, notify the Contractor in writing of the:
 - (i) need to resubmit the claim;
 - (ii) reasons for rejection of the claim; and
 - (iii) any action to be taken by the Contractor for the claim to be rendered correct for payment.

4.4 **Withholding payment**

If:

- (a) the Contractor fails to provide a correctly rendered invoice in accordance with clause 4.5; or
- (b) the performance of the Contractor under this Contract is in dispute,

the Department may:

- (c) reject any related claim in accordance with clause 4.3(a); and
- (d) withhold all or part of any payment due to the Contractor under this Contract, until the relevant issue is resolved.

4.5 **Invoicing**

An invoice is correctly rendered if it meets the requirements of a valid tax invoice under the GST Law and:

- (a) bears a unique invoice number;
- (b) sets out the Contractor's name, ABN and the title of this Contract;
- (c) identifies which part of the Services the invoice relates to;
- (d) specifies the total amount payable (including the amount of GST which is to be shown separately);
- (e) is correctly addressed and calculated in accordance with this Contract; and
- (f) provides the date of issue for the tax invoice.

4.6 **Right of the Department to recover money**

- (a) Without limiting the Department's other rights or remedies under this Contract, if:
 - (i) the Department elects in accordance with this Contract to recover an amount from the Contractor; or

- (ii) the Contractor otherwise owes any debt to the Department in relation to this Contract,

the Department may do one or both of the following:

- (iii) deduct the amount from payment of any claim; or
 - (iv) give the Contractor a notice of the existence of a debt recoverable which must be paid by the Contractor within 30 days after receipt of the notice.
- (b) If any sum of money owed to the Department is not received by its due date for payment, the Contractor must pay to the Department interest at the General Interest Charge Rate calculated in respect of each day from the day after the amount was due and payable, up to and including the day that the Contractor makes the required payment.

4.7 **Taxes**

Unless expressly stated otherwise:

- (a) all amounts payable, consideration provided or monetary limits in this Contract are inclusive of any taxes, duties or other government charges (other than GST which is addressed in clause 5); and
- (b) all taxes, duties or other government charges levied in connection with this Contract are to be borne by the Contractor.

5. **GST**

5.1 **Interpretation**

In this clause 5:

- (a) a word or expression defined in the GST Law has the meaning given to it in the GST Law;
- (b) any part of a supply that is treated as a separate supply for GST purposes (including for the purpose of attributing GST payable to tax periods) will be treated as such;
- (c) a reference to GST payable by or input tax credit entitlement of a party includes any GST payable by or input tax credit entitlement of the representative member of any GST group of which that party is a member;
- (d) a reference to GST, input tax credit or adjustment includes GST, input tax credit or adjustment to which an entity is notionally liable or entitled in accordance with Division 177 of the GST Act or any State or Territory legislation that provides for the application of notional GST on State or Territory government entities.

5.2 **GST warranty**

The Contractor warrants that it is registered for GST and will immediately advise the Department if it ceases to be registered for GST.

5.3 **GST gross up**

If a party (**Supplier**) makes a supply under or in connection with this Contract in respect of which GST is payable, the recipient of the supply (**Recipient**) must pay to the Supplier, an additional amount equal to the GST payable on the supply (**GST Amount**), provided that

no additional GST Amount is payable where the consideration for the supply is expressly stated to include GST.

5.4 **Reimbursements**

If a party must reimburse or indemnify another party for a Loss, cost or expense, the amount to be reimbursed or indemnified is first reduced by any input tax credit the other party is entitled to for the Loss, cost or expense, and then increased in accordance with clause 5.3 as applicable.

5.5 **Exclusion of GST from calculations**

If a payment is calculated by reference to, or as a specified percentage of, another amount or value, unless expressly stated otherwise that payment will be calculated by reference to or as a specified percentage of the amount or value exclusive of any GST component.

5.6 **Adjustments**

- (a) If the GST payable by a Supplier on any supply made under or in connection with this Contract varies from the GST Amount paid or payable by the Recipient under clause 5.3, then the Supplier will provide a corresponding refund or credit to, or will be entitled to receive the amount of that variation from, the Recipient.
- (b) Any payment, credit or refund under this clause is deemed to be a payment, credit or refund of the GST Amount payable under clause 5.3.
- (c) If an adjustment event occurs in relation to a supply, the Supplier must issue an adjustment note to the Recipient in relation to that supply within 10 Business Days after becoming aware of the adjustment.
- (d) A party need not make a payment for a taxable supply made under or in connection with this Contract:
 - (i) until it receives a tax invoice for the supply to which the payment relates; and
 - (ii) in the case of any tax invoice issued by the Contractor, unless the tax invoice complies with clause 4.5.

6. **INTELLECTUAL PROPERTY**

6.1 **Ownership and licensing of Intellectual Property**

- (a) Nothing in this Contract affects the ownership of Background IP or Third Party IP.
- (b) The ownership and licensing model for Foreground IP is that set out in either, but only one of, clauses 6.2 or 6.3 as specified in item 5 of Schedule 1 (Contract Details).
- (c) If no ownership model for Foreground IP is selected in item 5 of Schedule 1 (Contract Details), clause 6.2 will apply as the default ownership and licensing model for Foreground IP.

6.2 **Contractor ownership of Foreground IP**

- (a) Ownership of all Foreground IP vests on its creation in the Contractor.
- (b) Unless otherwise specified in item 6 of Schedule 1 (Contract Details), the Contractor grants the Department a perpetual, irrevocable, royalty-free, fully paid-up, world-

wide and non-exclusive licence to use, reproduce, adapt, communicate, exploit and further sub-licence all Foreground IP for any government purpose.

6.3 **Not used**

6.4 **Intellectual Property licence in Background IP**

- (a) The Contractor grants to the Department a perpetual, irrevocable, royalty-free, fully-paid up, world-wide and non-exclusive licence to use, reproduce, adapt, communicate, exploit and further sub-licence the Contractor's Background IP in order to receive the full benefit of the Services.

6.5 **Department Material including Participant Input Material**

- (a) Ownership of all IP in Participant Input Material vests on its creation in the Department.
- (b) To the extent that the Contractor needs to use any Department Material to perform the Services, the Department grants to the Contractor a limited, royalty-free, revocable, world-wide and non-exclusive licence to use, reproduce, adapt, communicate and further sub-licence (subject to the same restrictions (as a minimum) as the licence granted under this clause 6.5) Department Material, solely for the purpose of the Contractor performing its obligations under this Contract for the Contract Period. For the avoidance of doubt, the Contractor acknowledges and agrees that the Contractor is not permitted to use the Department Material to conduct research or participate in research activities or to provide presentations to third parties, including at conferences or otherwise.

6.6 **Third Party IP**

- (a) The Contractor must obtain all necessary Intellectual Property Rights and permissions before using or making available any Third Party IP for the purposes of this Contract.
- (b) Subject to clause 6.6(c), the Contractor must provide the Department with a licence to use any Third Party IP on the same terms as those set out in clause 6.4(a).
- (c) If the Contractor is not able to obtain the licence required by clause 6.6(b), the Contractor must notify the Department and, subject to the Department's approval, obtain a licence on the best available commercial terms.

6.7 **IP Register**

The Contractor must:

- (a) maintain and update an IP Register in the form set out at Schedule 6 (IP Register); and
- (b) provide a copy of the IP Register to the Department following a written request.

6.8 Intellectual Property warranty

- (a) The Contractor warrants and must ensure that:
 - (i) the Intellectual Property rights assigned or licensed to the Department under this clause 6 are sufficient to enable the Department to receive the full benefit of the Services contemplated under this Contract; and
 - (ii) an activity permitted, or purportedly permitted, by or under a licence or assignment of Intellectual Property to the Department under this Contract will not:
 - (A) infringe the Intellectual Property rights or Moral Rights of any person; or
 - (B) give rise to any liability to make royalty or other payments to any person.
- (b) The Contractor must notify the Department if it becomes aware of any challenge, claim or proceeding arising in respect of any Intellectual Property assigned or licensed to the Department under this Contract or in respect of the Moral Rights of any person.

6.9 Moral Rights

To the extent permitted by applicable Laws and for the benefit of the Department, the Contractor must:

- (a) use its best endeavours to ensure that each of the Personnel used by the Contractor in the production or creation of the Foreground IP gives, in a form acceptable to the Commonwealth; and
- (b) use its best endeavours to ensure that any holder of Moral Rights in Third Party IP or Background IP included in the Foreground IP gives,

genuine consent in writing to the use of the Foreground IP for the Specified Acts, even if such use would otherwise be an infringement of its or their Moral Rights.

7. INDEMNITIES, RISK AND LIABILITY

7.1 Responsibility of Contractor

The Contractor is fully responsible for the performance of this Contract and the Department will not be responsible for any aspect of the delivery of the Services.

7.2 Indemnity

- (a) The Contractor must indemnify the Department (and any of the Department's officers, employees or agents, for whom the Department holds the benefit of this indemnity on trust) and pay on demand the amount of any Loss arising out of or in connection with any:
 - (i) breach of this Contract by the Contractor or its Personnel;
 - (ii) negligent, unlawful or wilfully wrongful act or omission of the Contractor or its Personnel; or
 - (iii) infringement or alleged infringement of a third party's Intellectual Property rights or Moral Rights where the infringement or alleged infringement arises

out of any activity permitted or purportedly permitted under any assignment or licence referred to in clause 6 or otherwise under this Contract.

- (b) The Contractor's liability under clause 7.2(a) will be reduced proportionately to the extent that the Contractor demonstrates the Loss arose out of or as a consequence of any negligent, unlawful or wilfully wrongful act or omission of the Department or its officers, employees or agents.

8. **INSURANCE**

8.1 **Insurance policies**

In connection with the performance of this Contract, the Contractor must have and maintain for the Term, valid and enforceable insurance policies for:

- (a) workers compensation;
- (b) public liability; and
- (c) professional indemnity,

for the amounts specified at item 7 of Schedule 1 (Contract Details).

8.2 **Evidence of insurance policies**

The Contractor must provide the Department with a copy of the insurance policies or certificates of currency on written request by the Department.

9. **CONTRACT MANAGEMENT**

9.1 **Administration of this Contract**

- (a) Each party must at all times during the Term ensure that it has nominated one suitably qualified administrator under this Contract. As at the Commencement Date the administrator for each party will be:
 - (i) for the Department, the Department Representative; and
 - (ii) for the Contractor, the Contractor Representatives.
- (b) The Contractor must:
 - (i) liaise with the Department Representative as reasonably required; and
 - (ii) comply with reasonable directions of the Department in accordance with this Contract.
- (c) The giving of a direction by the Department Representative will not in any way reduce or otherwise affect the Contractor's obligations under this Contract.

9.2 **Notices**

- (a) A notice, consent or other communication under this Contract is only effective if it is in writing, and either:
 - (i) signed by the person giving the notice and sent by mail; or
 - (ii) transmitted electronically or by email, by the person giving the notice.

- (b) A notice that complies with clause 9.2(a) is regarded as given and received:
 - (i) if sent by mail, upon delivery to the relevant address; or
 - (ii) if sent by email, on the day on which it is transmitted or, if transmitted after 5:00pm, on the next Business Day.
- (c) A party's address and contact details are those set out in Schedule 1 (Contract Details), or as the party notifies the sender from time to time.

9.3 Specified Personnel

- (a) The Contractor must ensure that:
 - (i) performance of this Contract involves the use of the Specified Personnel in accordance with the details set out at clause 5 of Schedule 3 (Statement of Requirements); and
 - (ii) all Personnel are aware of and ensure compliance with the Contractor's obligations under this Contract.
- (b) Where Specified Personnel are unable to undertake work in relation to this Contract, the Contractor must:
 - (i) notify the Department immediately; and
 - (ii) provide a suitable replacement acceptable to the Department at the earliest opportunity.
- (c) The Department may, by written notice to the Contractor, require the removal of any Personnel (including Specified Personnel) from the performance of this Contract. The Contractor must promptly arrange for the removal of such Contractor Personnel and for a suitable replacement acceptable to the Department at the earliest opportunity.
- (d) If the Contractor replaces any Personnel under this clause 9.3, they must do so at their own cost.

9.4 Subcontracting

- (a) The Contractor must not Subcontract the whole or any part of the work under this Contract, except:
 - (i) with the Department's prior written approval; and
 - (ii) on such conditions (if any) the Department considers appropriate.
- (b) The Department may revoke its consent to a Subcontractor, on reasonable grounds, at any time.
- (c) The Contractor must ensure that:
 - (i) each Subcontractor agrees that the Department may disclose the Subcontractor's name and the nature of the services being subcontracted, publicly; and
 - (ii) every Subcontract approved contains clauses that impose obligations on the Subcontractor and grant rights to the Department (either directly or through the Contractor) the same as those obligations imposed on the Contractor and those rights granted to the Department, under:

- (A) clause 6 (Intellectual Property);
 - (B) clause 9.4 (Subcontracting);
 - (C) clause 9.6 (Conflict of interest);
 - (D) clause 10 (Recordkeeping and audit);
 - (E) clause 11 (Confidentiality);
 - (F) clause 12.3 (Workplace Gender Equality);
 - (G) clause 12.5 (Modern Slavery Act);
 - (H) clause 12.6 (Elder Abuse);
 - (I) clause 12.7 (Child Safety and Vulnerable Persons);
 - (J) clause 12.7(b) (Freedom of Information);
 - (K) clause 12.10 (Privacy);
 - (L) clause 12.11 (Security);
 - (M) clause 12.15 (Notification of Significant Events);
 - (N) clause 12.16 (Supplier Code of Conduct); and
 - (O) clause 15 (Termination).
- (d) None of the following reduce or limit the Contractor's obligations or liabilities under or in relation to this Contract:
- (i) the Contractor Subcontracting any part of the work under this Contract;
 - (ii) the Department's approval of, or refusal to approve, a Subcontractor; or
 - (iii) an act or omission of a Subcontractor.

9.5 Provision and use of Department Property

- (a) Except as expressly provided for in a Schedule, the Department is not required to provide any Department Property to the Contractor to assist in the provision of the Services.
- (b) The Contractor must, and must ensure that its Personnel, only use the Department Property:
 - (i) for the purposes of this Contract including that Department Property must not be used to participate in or conduct research or to provide presentations to third parties including at conferences or otherwise;
 - (ii) in a manner consistent with any applicable requirements for the Department Property, including any conditions set out in Schedule 3 (Statement of Requirements); and
 - (iii) for a purpose for which the Department Property was designed, manufactured or constructed.

- (c) The Contractor must:
 - (i) protect all Department Property from loss or damage;
 - (ii) maintain Department Property in good order; and
 - (iii) promptly return or destroy and certify the destruction of (at the Department's election) Department Property to the Department, upon request by the Department.
- (d) The Contractor will be liable for any loss of, or damage to, any Department Property whilst it is in the possession or control of the Contractor, whether or not the loss or damage arises due to the fault of the Contractor.
- (e) The Contractor must not, without the prior written approval of the Department:
 - (i) modify Department Property; or
 - (ii) transfer possession or control of Department Property to any other person, except to the extent reasonably necessary to enable the Contractor to satisfy an express requirement of this Contract.
- (f) The Contractor acknowledges that Department Property remains, at all times, the property of the Department.

9.6 **Conflict of interest**

- (a) The Contractor warrants that as at the Commencement Date, to the best of its knowledge after making diligent inquiries, no conflict of interest exists or is likely to arise in relation to this Contract or any of its Personnel that would impair its ability to impartially and objectively perform this Contract.
- (b) If during the performance of this Contract a conflict of interest arises or is likely to arise, the Contractor must:
 - (i) notify the Department immediately in writing;
 - (ii) provide full disclosure of all information relating to the conflict;
 - (iii) detail how the Contractor intends to resolve or manage the conflict; and
 - (iv) take such steps the Department reasonably requires to resolve or otherwise deal with the conflict.

9.7 **Delays**

- (a) In the event of an actual or potential Delay, the Contractor must:
 - (i) immediately notify the Department of the nature and consequences of the Delay;
 - (ii) develop and provide to the Department for approval a plan to work around or remove the problem in order to prevent, limit or rectify the Delay;
 - (iii) regularly update the Department in relation to the Delay as reasonably required by the Department; and

- (iv) take all steps reasonably required by the Department to prevent, limit or rectify the Delay.
- (b) To the extent a Delay is caused by:
 - (i) an Unforeseen Event, then the provisions of clause 12.15 apply;
 - (ii) the Contractor (or its Personnel), any costs and expenses incurred by the Contractor to implement an approved workaround plan will be borne by the Contractor (this is without limitation to any other right or remedy of the Department under this Contract or otherwise); or
 - (iii) the Department's (or any third party under the Department's control) failure to meet any of its obligations under this Contract that are necessary for the Contractor to achieve a Milestone, then the relevant Milestone date will be extended by a period equal to the length of the Delay caused by the Department.
- (c) Clause 9.7(b)(iii) will only apply where the Contractor takes all reasonable steps to mitigate the effects of the Delay caused by the Department.

10. **RECORDKEEPING AND AUDIT**

10.1 **Records of work**

- (a) The Contractor must keep full and accurate records relating to the performance of its obligations under this Contract.
- (b) The Contractor must maintain its records:
 - (i) in a manner that enables them to be conveniently and properly audited; and
 - (ii) for a period of at least 7 years from the date on which the records were created.

10.2 **Access, inspection and audit**

- (a) The Contractor must:
 - (i) following the provision of reasonable notice; and
 - (ii) at reasonable times,

permit the Department, or any person nominated in writing by the Department, to:
 - (iii) access the premises of the Contractor where this Contract is being performed;
 - (iv) inspect and copy documentation, books and records, however stored, in the custody or control of the Contractor which are relevant to the performance of this Contract; and
 - (v) conduct audits relevant to the Contractor's performance under this Contract.
- (b) The Contractor must act cooperatively and provide all necessary facilities for the purpose of clause 10.2(a).
- (c) Without limiting clause 10.2(a), the Contractor acknowledges and agrees:

- (i) that the rights of the Department under clause 10.2(a) apply equally to the Auditor-General, the Information Commissioner, the Ombudsman, the Integrity Commissioner, the Freedom of Information Commissioner and/or a delegate of the Auditor-General, or the Privacy Commissioner or a delegate of the Privacy Commissioner, for the purpose of performing the Auditor-General's, the Information Commissioner's, the Ombudsman's, the Integrity Commissioner's, the Freedom of Information Commissioner's or Privacy Commissioner's statutory functions or powers;
 - (ii) the Contractor must do all things necessary to comply with the Auditor-General's, the Information Commissioner's, the Ombudsman's, the Integrity Commissioner's, the Freedom of Information Commissioner's and/or the Privacy Commissioner's, or his or her respective delegate's requirements, notified under clause 10.2(a), provided such requirements are legally enforceable and within the power of the Auditor-General, the Information Commissioner, the Ombudsman, the Integrity Commissioner, the Freedom of Information Commissioner and/or the Privacy Commissioner, or his or her respective delegate; and
 - (iii) that the Auditor-General may give a copy of, or an extract from, a report on an audit in relation to this Contract to any person who in the Auditor-General's opinion has a special interest in the report or the content of the extract.
- (d) Nothing in this Contract reduces, limits or restricts in any way any function, power, right or entitlement of the Auditor-General, the Information Commissioner, the Ombudsman, the Integrity Commissioner, the Freedom of Information Commissioner or the Privacy Commissioner, or his or her respective delegate. The rights of the Commonwealth under this Contract are in addition to any other power, right or entitlement of the Auditor-General, the Information Commissioner, the Ombudsman, the Integrity Commissioner, the Freedom of Information Commissioner, or the Privacy Commissioner, or his or her respective delegate.
- (e) The participation in audits does not in any way reduce the Contractor's obligations under the Contract.

10.3 **National Anti-Corruption Commissioner Investigations**

- (a) The Contractor acknowledges that in providing the Services under this Contract, it is a contracted service provider under the *National Anti-Corruption Commission Act 2022* (Cth) (**NACC Act**).
- (b) The Contractor acknowledges and agrees:
 - (i) that it will participate cooperatively in any investigation by the National Anti-Corruption Commissioner;
 - (ii) to provide the National Anti-Corruption Commissioner the same access and inspection rights as those provided to the Department under clause 10.2(a);
 - (iii) to comply with any reasonable request, policy or direction issued by the Department; and
 - (iv) to cooperate with the Department in relation to any action taken by the Department require or authorised by the NACC Act.
- (c) The participation in an investigation conducted by the National Anti-Corruption Commissioner does not in any way reduce the Contractor's obligations under this Contract.

- (d) For the purposes of this clause 10.3, National Anti-Corruption Commissioner means the person appointed under the NACC Act as the National Anti-Corruption Commissioner and includes any delegate or representative of that person.

11. **CONFIDENTIALITY**

11.1 **Use and disclosure of Confidential Information**

Each party must not:

- (a) use any of the other party's Confidential Information except to the extent necessary to exercise its rights and perform its obligations under this Contract; or
- (b) disclose any of the other party's Confidential Information except in accordance with clause 11.2.

11.2 **Permitted disclosures**

- (a) The restriction in clause 11.1 does not apply to a disclosure of Confidential Information to the extent that the disclosure is:
 - (i) required or authorised by law;
 - (ii) necessary for the conduct of any legal proceedings arising in connection with this Contract;
 - (iii) made by the Department, a Minister or Parliament, in accordance with statutory or portfolio duties or functions or for public accountability reasons, including following a request by Parliament, a parliamentary committee or a Minister; or
 - (iv) to any of the following persons:
 - (A) a legal adviser, insurer, financier, auditor or accountant of a party to the extent required to enable them to perform those roles;
 - (B) a Related Body Corporate for internal management purposes; or
 - (C) any officers, employees or agents who need to know the information, in order to enable the person to exercise their rights or perform their duties under this Contract.
- (b) If directed to do so by the Department, the Contractor must ensure all Personnel execute a Deed of Confidentiality in the form set out at Schedule 7 (Deed of Confidentiality) prior to disclosing any Confidential Information in accordance with clause 11.2(a)(iv)(C).

11.3 **Return or destruction of Confidential Information**

- (a) Subject to clause 11.3(b), on termination or expiry of this Contract, the Contractor must immediately:
 - (i) deliver to the Department all documents and other materials containing, recording or referring to the Department's Confidential Information; and
 - (ii) erase or destroy all electronic records containing or referring to the Department's Confidential Information,

which are in the possession, power or control of the Contractor or of any person to whom the Contractor has given access.

- (b) The Contractor may retain any documents containing Confidential Information where such documents are:
 - (i) retained in order to comply with any legal, professional or insurance obligations; or
 - (ii) stored in electronic backups or records that are produced in the normal course, where it is not reasonably practicable to destroy such backups or records.
- (c) Return or destruction of Confidential Information does not release the Contractor from its obligations under this clause 11.

12. **POLICY AND LAW**

12.1 **Compliance with laws and policies**

The Contractor must, and must ensure that its Personnel, comply with:

- (a) all applicable laws of the Commonwealth, any State, Territory or local authority in providing the Services; and
- (b) any applicable Commonwealth policies as set out in this Contract or as notified by the Department to the Contractor from time to time.

12.2 **Indigenous Procurement Policy**

- (a) It is Commonwealth policy to stimulate Indigenous entrepreneurship and business development, providing Indigenous Australians with more opportunities to participate in the economy (see the Indigenous Procurement Policy, for further information).
- (b) The Contractor must use its reasonable endeavours to increase its:
 - (i) purchasing from Indigenous Enterprises; and
 - (ii) employment of Indigenous Australians,in the performance of this Contract.
- (c) Purchases from Indigenous Enterprises may:
 - (i) be in the form of engagement of an Indigenous Enterprise as a Subcontractor; or
 - (ii) use of Indigenous Enterprises in the Contractor's supply chain.

12.3 **Workplace Gender Equality**

- (a) This clause 12.3 applies only to the extent that the Contractor is a 'relevant employer' for the purposes of the *Workplace Gender Equality Act 2012* (Cth) (**the WGE Act**).
- (b) The Contractor must comply with its obligations, if any, under the WGE Act.
- (c) If the Contractor becomes non-compliant with the WGE Act during the Term of this Contract, the Contractor must notify the Department.

- (d) If the Term of this Contract exceeds 18 months, the Contractor must provide a current letter of compliance within 18 months of the Commencement Date and following this, annually, to the Department.
- (e) Compliance with the WGE Act does not relieve the Contractor from its responsibility to comply with its other obligations under this Contract.
- (f) The Contractor must not enter into a Subcontract with a Subcontractor named by the Workplace Gender Equality Agency as an employer currently not complying with the WGE Act.

12.4 **Work health and safety**

- (a) The Contractor must, and must ensure that its Personnel, comply with all applicable WHS Legislation and any relevant Department policies and procedures relating to work health and safety.
- (b) The Contractor must:
 - (i) ensure, so far as is reasonably practicable, the health and safety of its Personnel while those Personnel are at work in relation to this Contract;
 - (ii) consult, co-operate and coordinate with the Department in relation to its workplace health and safety duties;
 - (iii) on request, give all reasonable assistance to the Department, by way of provision of information and documents, to assist the Department and their officers comply with their duties under the WHS Act; and
 - (iv) comply with any direction of the Department relating to specified measures which the Department considers are reasonably necessary for work health and safety.
- (c) If an event happens in relation to the Contractor's performance of this Contract that leads, or could lead, to the death, injury or illness of a person (**Notifiable Incident**), the Contractor must:
 - (i) immediately notify the Department of the Notifiable Incident and provide all relevant details;
 - (ii) as soon as possible after the Notifiable Incident:
 - (A) formally investigate the Notifiable Incident to determine, so far as is possible, its cause and what adverse effects it will have on the Contractor's performance under this Contract and health and safety; and
 - (B) report to the Department the outcomes of the formal investigation; and
 - (iii) take all reasonable steps to:
 - (A) remedy any effects of the Notifiable Incident on health and safety; and
 - (B) ensure that an event or circumstance of the kind that caused the Notifiable Incident does not recur.

12.5 Modern Slavery Act

- (a) The Contractor must take reasonable steps to identify, assess and address risks of Modern Slavery practices in the operations and supply chains used in the provision of the Services.
- (b) If at any time the Contractor becomes aware of Modern Slavery practices in the operations and supply chains used in the performance of this Contract, the Contractor must as soon as reasonably practicable take all reasonable action to address or remove these practices, including where relevant by addressing any practices of other entities in its supply chains.
- (c) The Contractor must provide, and must ensure that each of its Subcontractors provides, any information reasonably required by the Department in relation to:
 - (i) the Contractor;
 - (ii) a Subcontractor; and
 - (iii) the performance of this Contract and relevant Subcontracts,for the purposes of the Department satisfying its obligations as a reporting entity under the *Modern Slavery Act 2018* (Cth).
- (d) Within 10 Business Days of a written request from the Department, the Contractor must provide the information required under clause 12.5(a).

12.6 Elder Abuse

- (a) The Contractor acknowledges that the Department is committed to the reduction of Elder Abuse in accordance with the policy objectives of the Commonwealth, including those set out in the *National Plan to Respond to the Abuse of Older Australians [Elder Abuse] 2019 - 2023*.
- (b) The Contractor must not, and must ensure that its Personnel do not, engage in any form of Elder Abuse.
- (c) If the Contractor becomes aware of, or reasonably suspects, any instances of Elder Abuse committed by its Personnel (**Elder Abuse Incident**), the Contractor must immediately notify the Department of the Elder Abuse Incident and provide all relevant details.
- (d) If the Department becomes aware of, or reasonably suspects, an Elder Abuse Incident committed by the Personnel, the Department may:
 - (i) provide notice of this to the Contractor and require the Contractor to provide all relevant details; and
 - (ii) may commence its own investigation into the Elder Abuse Incident.
- (e) If a notice is issued in accordance with either clauses 12.6(c) or 12.6(d) the Contractor must:

- (i) as soon as possible after the Elder Abuse Incident:
 - (A) formally investigate the Elder Abuse Incident to determine, so far as is possible, its cause; and
 - (B) report to the Department the outcomes of the formal investigation;
- (ii) comply with any directions of the Department relating to specified measures which the Department considers are reasonably necessary to address the Elder Abuse Incident; and
- (iii) take all reasonable steps to:
 - (A) remedy the Elder Abuse Incident; and
 - (B) ensure that an event or circumstance of the kind that caused the Elder Abuse Incident do not recur.
- (f) If the Department considers that the Contractor:
 - (i) failed to take reasonable steps to prevent the Elder Abuse Incident;
 - (ii) has failed to adequately remedy the Elder Abuse Incident,then the Department may terminate this Contract in accordance with clause 15.1.

12.7 **Child Safety and Vulnerable Persons**

- (a) If any part of the Services involves the Contractor employing Personnel that are required by State or Territory law to have a working with children or vulnerable person check to undertake the Services or any part of the Services, the Contractor must:
 - (i) comply with all State, Territory or Commonwealth law relating to the employment or engagement of people who work or volunteer with children or vulnerable persons in relation to the Services, including mandatory reporting and working with children or vulnerable person checks however described; and
 - (ii) if requested, provide the Department at the Contractor's cost, an annual statement of compliance with this clause, in such form as may be specified by the Department.
- (b) When child safety or Vulnerable Persons obligations may be relevant to a Subcontract, the Contractor must ensure that any Subcontract entered into by the Contractor for the purposes of fulfilling the Contractor's obligations under this Contract imposes on the Subcontractor the same obligations regarding child safety or Vulnerable Persons that the Contractor has under this Contract. Each Subcontract must also require the same obligations (where relevant) to be included by the Subcontractor in any secondary subcontracts.

12.8 **Freedom of Information**

- (a) The Contractor acknowledges that:
 - (i) this Contract may be a 'Commonwealth contract' within the meaning of the *Freedom of Information Act 1982* (Cth) (**FOI Act**); and

- (ii) accordingly the Contractor may be a 'contracted service provider' within the meaning of the FOI Act.
- (b) If the Department receives a request for a document under the FOI Act which:
 - (i) was created by or is in the possession of the Contractor (or its Personnel); and
 - (ii) relates to, or was created in, the performance of this Contract (other than the entry into this Contract),

then, if requested to do so by the Department in writing, the Contractor must provide a copy of the document to the Department at no additional cost to the Department.

12.9 **Archives Act**

- (a) The Contractor must not transfer, or permit the transfer of, ownership or allow the destruction of a Commonwealth Record without the prior written approval of the Department.
- (b) All Commonwealth Records must be protected at all times from unauthorised access, use, misuse, damage or destruction by a third party.
- (c) Commonwealth Records must be delivered to the Department after the expiry or termination of this Contract, as directed by the Department.

12.10 **Privacy**

- (a) The Contractor agrees:
 - (i) to collect, use or disclose Personal Information obtained during the course of performing this Contract only for the purposes of this Contract;
 - (ii) to maintain reasonable safeguards against loss, unauthorised access, use, modification or disclosure and other misuse of Personal Information held in connection with this Contract;
 - (iii) not to commit any act, omission or engage in any practice which is contrary to the Privacy Act;
 - (iv) not to engage in any act or practice which if done or engaged in by an agency, would be a breach of an APP or a Registered APP Code;
 - (v) not to engage in an act or practice that would breach an APP or a Registered APP Code (where applied to the Contractor);
 - (vi) to comply with any request under section 95C of the Privacy Act (relating to disclosure of any provisions of this Contract that are inconsistent with an APP or a Registered APP Code binding on a party);

- (vii) to notify the Department immediately (and within 24 hours) if the Contractor becomes aware of:
 - (A) an actual or suspected eligible data breach; or
 - (B) a breach or possible breach of any of the obligations contained in, or referred to in this clause 12.10 whether by the Contractor or its Personnel;
 - (viii) to notify the Department promptly (and within 48 hours) if the Contractor receives a complaint alleging an interference with the privacy of an individual by the Contractor or its Personnel;
 - (ix) to comply with any reasonable directions, guidelines, determinations or recommendations to the Contractor made by the Department in respect of privacy issues and the management of Personal Information; and
 - (x) to ensure that all Personnel required to deal with Personal Information for the purposes of this Contract are made aware of the obligations of the Contractor set out in this clause 12.10.
- (b) Without limiting any of the Contractor's obligations under this clause 12.10, the Contractor must do all things necessary to assist the Department to respond to:
- (i) an actual or suspected eligible data breach in accordance with the Privacy Act;
 - (ii) a privacy complaint; or
 - (iii) an inquiry or investigation by the Information Commissioner in connection with the provision of services under this Contract.
- (c) The Contractor must, within 60 days after the Commencement Date, provide to the Department for approval a Privacy Management Plan (**PMP**) that details how the Contractor will ensure it complies with its privacy obligations in relation to the provision of services under this Contract. The PMP must include details of Contractor's processes for:
- (i) collecting, using, storing and disclosing Personal Information in accordance with the Privacy Act and APPs;
 - (ii) ensuring that any disclosures of Personal information are limited to those that are required for the purpose of the Contractor's performance of the Contract;
 - (iii) ensuring necessary privacy collection notices and consents are implemented;
 - (iv) managing requests for access to Personal Information and privacy complaints;
 - (v) secure storage and handling of Personal Information, including relevant physical, ICT and other security measures; and
 - (vi) managing any breaches of privacy obligations.
- (d) Any consent forms, privacy collection notices, privacy policies and user agreements that the Contractor proposes to provide to recipients of Services under this Contract must be provided to the Department for approval.
- (e) The Contractor's obligations in this Contract are in addition to the Contractor's obligations (if any) under the Privacy Act and prevail to the extent of any lesser standard required under the Privacy Act.

12.11 **Security**

- (a) The Contractor must, and must ensure that its Personnel, perform all obligations under this Contract in a manner consistent with:
 - (i) all relevant requirements in the Protective Security Policy Framework; and
 - (ii) any additional security requirements:
 - (A) specified in item 12 of Schedule 1 (Contract Details);
 - (B) applicable to a specific location of the Department where access to this location is needed for the performance of the Services; or
 - (C) as notified to the Contractor by the Department from time to time.
- (b) The Contractor must ensure that its Personnel:
 - (i) undertake any security checks, Clearances or accreditations as required by the Department; and
 - (ii) access and use the Department's locations and systems solely, and only to the extent required, to supply the Services.
- (c) The Contractor must notify the Department of any changes to circumstances (including any changes in respect of its Personnel) which has or may affect the Contractor's capacity to supply the Services in accordance with the Department's security requirements.
- (d) If the Contractor, or its Personnel, breach any of the Department's security requirements and this breach has a material adverse impact on the Department, the Department may terminate this Contract in accordance with clause 15.1.

12.12 **Fraud**

- (a) The Contractor must not, and must ensure that its Personnel do not, engage in any Fraud in relation to the performance of this Contract.
- (b) The Contractor must immediately notify the Department if the Contractor becomes aware of any actual or suspected Fraud in relation to the performance of this Contract.
- (c) The Department may conduct an investigation in relation to any actual or suspected Fraud in relation to the performance of this Contract. If the Department conducts an investigation in accordance with this clause 12.12(c), the Contractor must provide all reasonable assistance and comply with any direction given by the Department in relation to the investigation.

- (d) If an investigation conducted in accordance with clause 12.12(c) finds that the:
- (i) the Contractor or any of its Personnel have committed Fraud; or
 - (ii) the Contractor failed to take reasonable steps to prevent Fraud by its Personnel;
- then,
- (iii) the Contractor must indemnify the Department and pay on demand the amount of any Loss arising out of or in connection with the Fraud; and
 - (iv) the Department may terminate this Contract in accordance with clause 15.1.

12.13 **Criminal Code**

- (a) The Contractor acknowledges that the giving of false or misleading information to the Commonwealth is a serious offence under section 137.1 of the schedule to the *Criminal Code Act 1995* (Cth).
- (b) The Contractor must ensure that any Subcontractor engaged in connection with this Contract is aware of the information identified in this clause 12.13.

12.14 **Public Interest Disclosure**

- (a) Public officials (including service providers under a Commonwealth contract) who suspect wrongdoing within the Commonwealth public sector can raise their concerns under the *Public Interest Disclosure Act 2013 (PID Act)*. Prior to making a disclosure, refer to information available at: <https://www.dva.gov.au/about-us/overview/reporting/information-publication-scheme/public-interest-disclosure-scheme>.
- (b) All public interest disclosure matters (relating to this Contract) should be referred to:
 - (i) **Email:** PID@dva.gov.au

12.15 **Notification of Significant Events**

- (a) For the purposes of this clause, '**Significant Event**' means:
 - (i) any adverse comments or findings made by a court, commission, tribunal or other statutory or professional body regarding the conduct or performance of the Contractor or its officers, employees, agents or Subcontractors that impacts or could be reasonably perceived to impact on their professional capacity, capability, fitness or reputation; or
 - (ii) any other significant matters, including the commencement of legal, regulatory or disciplinary action involving the Contractor or its officers, employees, agents or Subcontractors, that may adversely impact on compliance with Commonwealth policy and legislation or the Commonwealth's (including the Department's) reputation.
- (b) The Contractor must immediately issue the Department a notice in accordance with clause 9.2 on becoming aware of a Significant Event.
- (c) The notice issued under clause 12.15(b) must provide a summary of the Significant Event, including the date that it occurred and whether any Specified Personnel or other personnel engaged in connection with the Services were involved.

- (d) The Department may notify the Contractor in writing that an event is to be considered a Significant Event for the purposes of this clause, and where this occurs the Contractor must issue a notice under clause 12.15(b) in relation to the event within three Business Days of being notified by the Department.
- (e) Where reasonably requested by the Department, the Contractor must provide the Department with any additional information regarding the Significant Event within three Business Days of the request.
- (f) If requested by the Department, the Contractor must prepare a draft remediation plan and submit that draft plan to the Department for approval within 10 Business Days of the request.
- (g) A draft remediation plan prepared by the Contractor under clause 12.15(f) must include the following information:
 - (i) how the Contractor will address the Significant Event in the context of the Services, including confirmation that the implementation of the remediation plan will not in any way impact on the delivery of the Services or compliance by the Contractor with its other obligations under this Contract;
 - (ii) how the Contractor will ensure events similar to the Significant Event do not occur again; and
 - (iii) any other matter reasonably requested by the Department.
- (h) The Department will review the draft remediation plan and either approve the draft remediation plan or provide the Contractor with the details of any changes that are required. The Contractor must make any changes to the draft remediation plan reasonably requested by the Department and resubmit the draft remediation plan to the Department for approval within three Business Days of the request unless a different timeframe is agreed in writing by the Department. This clause 12.15(h) will apply to any resubmitted draft remediation plan.
- (i) Without limiting its other obligations under this Contract, this Contractor must comply with the remediation plan as approved by the Department. The Contractor agrees to provide reports and other information about the Contractor's progress in implementing the remediation plan as reasonably requested by the Department.
- (j) A failure by the Contractor to comply with its obligations under this clause will be a material breach of this Contract. The Department's rights under this clause are in addition to and do not otherwise limit any other rights the Department may have under this Contract. The performance by the Contractor of its obligations under this clause 12.15 will be at no additional cost to the Department.

12.16 Compliance with the Commonwealth Supplier Code of Conduct

- (a) The Contractor must comply with, and ensure that its Personnel comply with, the Code in connection with the performance of this Contract.
- (b) The Contractor must:
 - (i) Periodically monitor and assess the Contractors, and its Personnel's compliance with the Code; and
 - (ii) On request from the Department, promptly provide information regarding:

- (A) the policies, frameworks, or systems the Contractor has established to monitor and assess compliance with the Code; and
 - (B) The Contractors compliance with clause 12.16(a).
- (c) The Contractor must immediately notify the Department on becoming aware of any breach of clause 12.16(a). The notice must include a summary of the breach, the date that the breach occurred, and details of the Personnel involved.
 - (d) If the Department identifies a possible breach of clause 12.16(a), the Department may issue the Contractor a notice, and the Contractor must, within 3 Business Days of receiving the notice, either:
 - (i) where the Contractor considers a breach has not occurred: advise the Department that there has not been a breach and provide information supporting that determination; or
 - (ii) where the Contractor considers that a breach has occurred: issue a Notice under clause 12.16(c) and otherwise comply with its obligations under clauses 12.16 (a) to (i).
 - (e) Notwithstanding clause 12.16(d), the Department may notify the Contractor in writing that the Department considers that the Contractor has breached clause 12.16(a), in which case the Contractor must issue a notice under clause 12.16(c) and otherwise comply with Your obligations under clauses 12.16 (a) to (i).
 - (f) A failure by the Contractor to comply with the Contractors obligations under any part of this clause will be a material breach of this Contract.
 - (g) Nothing in clauses 12.16 (a) to (i) or the Code limits, reduces, or derogates from the Contractors other obligations under this Contract. The Departments rights under this clause are in addition to and do not otherwise limit any other rights the Department may have under this Contract. The performance of the Contractors obligations under this clause will be at no additional cost to the Department.
 - (h) The Contractor agrees that the Department or any other Commonwealth agency may take into account the Contractors compliance with the Code in any future approach to market or procurement process.

13. UNFORESEEN EVENTS

13.1 Occurrence of Unforeseen Events

- (a) A party (**Affected Party**) is excused from performing its obligations under this Contract to the extent it is prevented by circumstances beyond its reasonable control, including acts of God, natural disasters, acts of war, riots, strikes outside that party's organisation and the improper acts and omissions of the other party over which they have no control (**Unforeseen Events**).

- (b) For the purposes of clause 13.1(a) an Unforeseen Event does not include (in the case of the Contractor's breach or non-performance of this Contract) lack of funds for any reason, any strike specific to its Personnel, any Fraud or theft, any Personnel becoming unavailable for any reason including illness, injury or death or any disruption caused by any person exercising a right of access, inspection or audit.

13.2 **Notice of Unforeseen Events**

- (a) When an Unforeseen Event arises or is reasonably considered by the Affected Party to be an imminent possibility, the Affected Party must give notice of those circumstances to the other party as soon as possible, identifying the effect this will have on performance.
- (b) An Affected Party must make all reasonable efforts to minimise the effects of Unforeseen Events on the performance of this Contract.

13.3 **Termination**

- (a) If the Affected Party's performance of this Contract continues to be impacted by the Unforeseen Event for a period of more than 10 consecutive Business Days, the other party may terminate this Contract immediately by giving notice to the Affected Party.
- (b) If this Contract is terminated under clause 13.3(a):
 - (i) each party will bear its own costs and neither party will incur further liability to the other; and
 - (ii) where the Contractor is the Affected Party, it will be entitled to payment for work performed prior to the Unforeseen Event.

14. **DISPUTE RESOLUTION**

14.1 **Procedure for dispute resolution**

If a dispute arises under this Contract, the parties must act in good faith and use reasonable endeavours to resolve the dispute as follows:

- (a) the party claiming a dispute has arisen must give the other party notice setting out the details of the dispute;
- (b) during the 10 Business Days after notice of the dispute is given, the Department Representative and Contractor Representative must attempt to resolve the dispute;
- (c) if the dispute cannot be resolved within 10 Business Days, the parties must refer the dispute to a mediator if one of them requests this;
- (d) the parties:
 - (i) may agree on an independent third person to act as the mediator; or
 - (ii) if they cannot agree on an independent third person within 5 Business Days after a request made under clause 14.1(c), the chairperson of the Resolution Institute or the chairperson's nominee will appoint a mediator; and
- (e) if the parties have been unable to resolve the dispute within a further 20 Business Days following the appointment of a mediator, either party may commence legal proceedings.

14.2 **Costs**

Each party will bear its own costs of complying with this clause 14. The parties must equally pay the costs of any mediator.

14.3 **Confidentiality**

Any information or documents disclosed by a party under this clause 14:

- (a) must be kept confidential; and
- (b) may only be used in an attempt to resolve the dispute.

14.4 **Breach of this clause**

If a party breaches clauses 14.1, 14.2 or 14.3, the other party does not have to comply with that clause in relation to the dispute.

14.5 **Exemption**

This clause 14 does not apply to:

- (a) action under, or purportedly under, clause 15; or
- (b) legal proceedings commenced by either party seeking urgent interlocutory relief.

15. **TERMINATION**

15.1 **Termination by the Contractor for default**

Without limiting any other rights or remedies the Contractor may have against the Department arising out of or in connection with this Contract, the Contractor may terminate this Contract effective immediately by giving notice to the Department, if:

- (a) the Department breaches a material provision of this Contract where that breach is not capable of remedy; or
- (b) the Department breaches any provision of this Contract and fails to remedy the breach within 10 Business Days after receiving notice of the breach, or such longer period as may be specified in the notice of the breach.

15.2 **Termination by the Department for default**

(a) Without limiting any other rights or remedies the Department may have against the Contractor arising out of or in connection with this Contract, the Department may terminate this Contract effective immediately by giving notice to the Contractor, if:

- (i) the Contractor breaches a material provision of this Contract where that breach is not capable of remedy;
- (ii) the Contractor breaches any provision of this Contract and fails to remedy the breach within 10 Business Days after receiving notice of the breach, or such longer period as may be specified in the notice of the breach; or
- (iii) an event specified in clause 15.2(c) happens to the Contractor, except to the extent that the exercise of a right under this clause 15.2(a)(iii) is prevented by law.

- (b) Without limitation, for the purposes of clause 15.2(a)(i), each of the following constitutes a breach of a material provision:
 - (i) the occurrence of an event or circumstance where this Contract expressly states that the Department may terminate this Contract on that specific event or circumstance occurring;
 - (ii) breach of a warranty under clause 3.4; and
 - (iii) a failure to comply with:
 - (A) clause 9.6 (Conflicts of interest);
 - (B) clause 11 (Confidentiality);
 - (C) clause 12.10 (Privacy);
 - (D) clause 12.15 (Notification of Significant Events);
 - (E) clause 12.16 (Compliance with the Commonwealth Supplier Code of Conduct); or
 - (F) clause 16.7 (Assignment and novation).
- (c) The Contractor must notify the Department promptly if any of the following events or circumstances are experienced by the Contractor:
 - (i) a Change of Control, where the prior written consent of the Department has not been obtained; or
 - (ii) an Insolvency Event.

15.3 Termination by the Department in relation to disrepute

- (a) The Contractor must promptly notify the Department if it becomes aware of, or reasonably suspects, any act, omission, situation or occurrence has occurred, or may occur, which will bring about any of the circumstances described in clauses 15.3(b)(i) to 15.3(b)(iii) or specified in item 13 of Schedule 1.
- (b) Where the Contractor, its Personnel or any Related Body Corporate of the Contractor engages in any act, omission, situation or occurrence (either in connection with this Contract or otherwise) that in the Department's reasonable opinion:
 - (i) brings the Contractor or the Department into disrepute;
 - (ii) subjects the Contractor or the Department to scandal, contempt, embarrassment or public ridicule; or
 - (iii) will, or will tend to, shock, insult, or offend the community, public morals or public decency,

the Department may provide written notice of this to the Contractor and require the Contractor to provide, within 5 Business Days, reasons as to why this Contract should not be terminated.

- (c) If the Contractor either:
 - (i) fails to provide reasons in response to the notice issued under clause 15.3(a), or fails to provide these within the specific timeframe; or
 - (ii) the Department is not reasonably satisfied with the reasons provided,the Department may terminate this Contract by giving 10 Business Days' written notice to the Contractor.
- (d) In the event of termination under clause 15.3(c), the Department will be liable only for payments due in relation to work performed before the date the termination takes effect.
- (e) The parties agree that the mere fact that the Contractor is performing the Services will be deemed not to bring about the circumstances described in clauses 15.3(b)(i) to 15.3(b)(iii).
- (f) The Contractor agrees to meet the reasonable direct costs or expenses that the Department incurs in getting (but not the fees of) another contractor to deliver the Services because of the termination of this Contract under clause 15.3.

15.4 Termination by the Department for convenience

- (a) The Department may, by notice to the Contractor, at any time and in its discretion:
 - (i) terminate; or
 - (ii) reduce the scope of,this Contract for convenience. Such termination or reduction in scope will take effect on and from the time specified in the notice.
- (b) Following receipt of a notice of termination or reduction of scope issued under clause 15.4(a), the Contractor must:
 - (i) stop or reduce work in accordance with the notice;
 - (ii) comply with any other direction in the notice;
 - (iii) take all available steps to minimise Loss resulting from the termination or reduction; and
 - (iv) continue any work under any part of this Contract not affected by the notice.
- (c) In the event of termination or reduction of scope under clause 15.4(a), the Department will be liable only:
 - (i) for payments due in relation to work performed before the date the termination or reduction takes effect; and
 - (ii) any reasonable costs incurred by the Contractor that are directly attributable to the termination or reduction, and then only when the Contractor substantiates these amounts to the satisfaction of the Department.
- (d) None of the other provisions of this Contract limit the Department's ability to terminate or reduce the scope of this Contract under this clause 15.4.

15.5 **Termination does not affect accrued rights**

The expiry or termination of this Contract does not affect any accrued rights or remedies of a party.

16. **GENERAL**

16.1 **Nature of the relationship**

- (a) The Contractor is engaged as an independent contractor. The Contractor is not, by virtue of this Contract, an officer, employer, partner or agent of the Department.
- (b) The Contractor acknowledges that it:
 - (i) has entered into this Contract as an independent contractor;
 - (ii) under this Contract, it gets paid to achieve specific outcomes;
 - (iii) supplies its own Personnel, Subcontractors and equipment for delivery of the Services;
 - (iv) bears the risks, including liability for defective work; and
 - (v) is not entitled (nor its Personnel nor its subcontractors) to claim from the Department employment entitlements, including annual, sick or long service leave, workers' compensation, superannuation or pension benefits or to have the Department make contributions to a fund for the provision of superannuation or pension benefits to the Contractor (nor its Personnel nor its subcontractors) and acknowledges that the fees payable contain components to cover those benefits.
- (c) In all dealings related to this Contract, the parties agree to:
 - (i) communicate openly with each other and cooperate in achieving the contractual objectives;
 - (ii) act honestly and ethically;
 - (iii) comply with reasonable commercial standards of fair conduct; and
 - (iv) consult, co-operate and co-ordinate activities to identify and address any overlapping work health and safety responsibilities aimed at ensuring the health of workers and workplaces.

16.2 **Counterparts**

This Contract may be executed in counterparts, each of which will be deemed to be an original and all of which, taken together, constitutes one and the same agreement. The Parties may exchange counterparts of executed copies of this Contract by electronic mail. The Parties agree that the electronic receipt of such executed counterparts will have the same effect as if the Parties had exchanged an original Contract executed by the Parties.

16.3 **Further action**

Each party must do, at its own expense, everything reasonably necessary (including executing documents) to give full effect to this Contract and any transaction contemplated by it.

16.4 **Severability**

- (a) As far as possible all provisions of this Contract will be interpreted so as not to be illegal, invalid or otherwise unenforceable.
- (b) If any part of this Contract is or becomes illegal, invalid or unenforceable, the legality, validity or enforceability of the remainder of this Contract will not be affected and will be read as if that part had been severed.

16.5 **Waiver**

- (a) 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.
- (b) A single or partial exercise by a party of any right or remedy it holds under this Contract or at law does not prevent the party from exercising the right again or to the extent it has not fully exercised the right.

16.6 **Variation**

A variation of this Contract is binding only if agreed in writing and signed by both parties.

16.7 **Assignment and novation**

The Contractor may only:

- (a) assign its rights; or
- (b) novate its rights and obligations,

under this Contract with the prior written consent of the Department.

16.8 **Approvals and consents**

Except where this Contract expressly states otherwise, a party may, in its discretion, give conditionally or unconditionally or withhold any approval or consent under this Contract.

16.9 **Survival**

Unless the contrary intention appears, the following provisions (and any rights arising on or from expiry or termination of this Contract) survive expiry or termination of this Contract:

- (a) clause 4.6 (Right of the Department to recover money);
- (b) clause 6 (Intellectual Property);
- (c) clause 7 (Indemnities, risk and liability);
- (d) clause 10 (Recordkeeping and audit);
- (e) clause 11 (Confidentiality);
- (f) clause 12.10 (Privacy);
- (g) clause 12.11 (Security); and
- (h) any other provision which expressly or by implication from its nature is intended to survive expiry or termination of this Contract.

16.10 **Applicable law**

- (a) This Contract, and any dispute arising out of or in connection with this Contract, is to be governed in accordance with the laws of the Australian Capital Territory.
- (b) Each party submits to the non-exclusive jurisdiction of the courts of the Australian Capital Territory.

SCHEDULE 1

Contract Details

Item No.	Description	Clause reference	Details	
(a)	(b)	(c)	(d)	
1.	Commencement Date	2.1	The date that the parties sign this Contract and, if signed on different dates, the date that the last party signs this Contract.	
2.	Initial Contract Period	2.1	12 months	
3.	Option Period	2.2	Timing requirements for the exercise of the Option Period(s)	Prior to the end of the Initial Contract Period, the Department may exercise the Option Period by giving the Contractor thirty (30) calendar days written notice
			Number of Option Periods	Two (2)
			Duration of Option Period(s)	Up to six (6) months each.
4.	Required licences, permits, registrations and approvals	3.4(d)	As per Schedule 3 (Statement of Requirements)	
5.	Intellectual Property	6.2	Contractor ownership of IP	The ownership and licensing model at clause 6.2 is to apply to all Foreground IP.
		6.3	Not used	Not applicable
6.	Foreground IP – Licences	6.2(b)	Licence of IP to the Department	The licensing model at clause 6.2(b) is to apply.
		Error! Reference source not found.	Not used	Not applicable

Item No.	Description	Clause reference	Details	
(a)	(b)	(c)	(d)	
7.	Insurance amounts	8.1	Workers Compensation	As required by law.
			Public Liability	\$20 million
			Professional Indemnity	\$5 million
8.	Department Representative	9.1	Assistant Director, Projects and Programs Assurance	
9.	Contractor Representative	9.1	Rachel Green	
10.	Department notice details	9.2	Address	GPO BOX 998, Brisbane, QLD 4001
			Fax	N/A
			Email	OPENARMS.PPASSURANCE@dva.gov.au
11.	Contractor notice details	9.2	Address	Level 4, 700 Swanston Street Carlton VIC 3053
			Fax	N/A
			Email	s 47F @sane.org
12.		12.11	Personnel Security	N/A

Item No.	Description	Clause reference	Details	
(a)	(b)	(c)		(d)
	Additional Security Requirements		Physical Security	N/A
			Information / Cyber Security	N/A
13.	Additional notification requirements	15.3		N/A

SCHEDULE 2

Glossary

1. Acronyms

1.1 In this Contract, unless the contrary intention appears, the following acronyms are used:

Item No. (a)	Acronym (b)	Description (c)
1.	APP	Australian Privacy Principles
2.	ATO	Australian Taxation Office
3.	FOI Act	<i>Freedom of Information Act 1982</i> (Cth)
4.	GST	Goods and Services Tax
5.	IP	Intellectual Property
6.	WGE Act	<i>Workplace Gender Equality Act 2012</i> (Cth)
7.	WHS	Work Health and Safety

2. Definitions

2.1 In this Contract, unless the contrary intentions appear, the following definitions are used:

Item No. (a)	Defined Term (b)	Definition (c)
1.	Affected Party	has the meaning provided at clause 13.1.
2.	agency	has the meaning provided to it in the Privacy Act.
3.	Attachment	means a document attached to this Contract or incorporated by reference in the Schedule, as amended from time to time.
4.	Australian Privacy Principles	has the meaning provided in the Privacy Act.
5.	Background IP	means any Intellectual Property, other than Third Party IP, that is: (a) in existence prior to the Commencement Date or subsequently brought into existence other than as a result of the performance of this Contract; and (b) is embodied in, or attached to, the Services or is otherwise necessarily related to the functioning or operation of the Services.

Item No.	Defined Term	Definition
(a)	(b)	(c)
6.	Business Day	means any day that is not a Saturday, Sunday, public holiday in the Australian Capital Territory or a national public holiday, where a 'national public holiday' is a public service holiday throughout Australia promulgated in the Australian Government Gazette.
7.	Change of Control	means: (a) a body corporate or other entity that Controls the Contractor, ceases to Control the Contractor; or (b) a body corporate or other entity that does not Control the Contractor comes to Control the Contractor.
8.	Clearance	Includes a police check, licence, registration, permit, exemption or other authorisation under state or territory law, or as required by the Department.
9.	Code	"Commonwealth Supplier Code of Conduct" or "Code" means the Commonwealth Supplier Code of Conduct, as published on 1 July 2024, as updated from time to time.
10.	Commencement Date	means the date of the last signature by the parties to this Contract, unless otherwise specified in item 1 of Schedule 1 (Contract Details).
11.	Commonwealth Agency	means any non-corporate Commonwealth entity, within the meaning of the <i>Public Governance, Performance and Accountability Act 2013</i> (Cth).
12.	Commonwealth Record	means a Commonwealth record as defined in the <i>Archives Act 1983</i> (Cth).
13.	Confidential Information	means information that: (a) identified as confidential in Schedule 5(Confidential Information); (b) is by its nature confidential; or (c) the party knows or ought to know is confidential, including without limitation by reason of it carrying special markings indicating sensitivity or confidentiality, but does not include information that:

Item No. (a)	Defined Term (b)	Definition (c)
		<p>(d) is or becomes public knowledge other than by breach of this Contract or by any other unlawful means;</p> <p>(e) is in the possession of that person without restriction in relation to disclosure before the date of receipt; or</p> <p>(f) has been independently developed or acquired by that party.</p>
14.	Contract	means this agreement between the Department and the Contractor, as amended from time to time, and includes its Schedules and any Attachments.
15.	Contractor Representative	means the person nominated at item 9 of Schedule 1 (Contract Details).
16.	Control	<p>means, in respect of a body corporate, any of the following:</p> <p>(a) the power to control the composition of the body corporate's board;</p> <p>(b) the power to cast, or control the casting of, more than one-half of the maximum number of votes that might be cast at a general meeting of the body corporate; or</p> <p>(c) holding more than one-half of the issued share capital of the body corporate.</p>
17.	Delay	means a failure to meet any obligation under this Contract which has a timeframe for performance.
18.	Deliverable	means any items or materials developed or supplied by the Contractor in the course of providing the Services.
19.	Department	means the Commonwealth of Australia as represented by the Department of Veterans' Affairs & the Repatriation Commission and the Military Rehabilitation and Compensation Commission ABN 23 964 290 824.
20.	Department Material	means any Material provided or made available to the Contractor by the Department, all Participant Input Material and Material that is copied or derived from that Material.

Item No.	Defined Term	Definition
(a)	(b)	(c)
21.	Department Property	means Department Material and all equipment and facilities made available by the Department to the Contractor for the purpose of this Contract.
22.	Department Representative	means the person nominated at item 8 of Schedule 1 (Contract Details).
23.	Elder Abuse	means any single or repeated act, or lack of appropriate action, that results in harm to an older person. Harm may arise in various ways including as a result of physical, psychological, emotional, sexual or financial acts or reflect intentional or unintentional neglect.
24.	Elder Abuse Incident	has the meaning provided at clause 12.6(c).
25.	eligible data breach	has the meaning provided in the Privacy Act.
26.	Entitled Person	means a client of the Department from the veteran community who is eligible to receive the Services delivered by the Contractor.
27.	Fees	means the fees payable to the Contractor under this Contract as set out in Schedule 4 (Fees and Payment).
28.	Foreground IP	means all Intellectual Property, other than any Third Party IP or Department Material, which is created under or otherwise in relation to this Contract by the Contractor in the performance of the Services.
29.	Fraud	means dishonestly obtaining a benefit from the Department or causing a Loss to the Department by deception or other means.
30.	General Interest Charge Rate	means the ATO sourced general interest charge rate determined under section 8AAD of the <i>Tax Administration Act 1953</i> (Cth) on the day payment is due, expressed as a decimal rate per day.
31.	GST	has the meaning given by the GST Law.
32.	GST Amount	has the meaning provided at clause 5.3.
33.	GST Law	has the meaning given in the <i>A New Tax System (Goods and Services Tax) Act 1999</i> (Cth).
34.	Indigenous Enterprise	means an organisation that is 50 percent or more Indigenous owned that is operating a business.

Item No. (a)	Defined Term (b)	Definition (c)
		Supply Nation maintains a list of enterprises that meet the definition of 'Indigenous Enterprises'.
35.	Indigenous Procurement Policy	means the Indigenous Procurement Policy of the Commonwealth, as amended from time to time.
36.	Information Commissioner	means the person appointed under section 14 of the <i>Australian Information Commissioner Act 2010</i> (Cth) as the Australian Information Commissioner.
37.	Initial Contract Period	means the period specified at item 2 of Schedule 1 (Contract Details).
38.	Insolvency Event	<p>means, in respect of a person, the person:</p> <ul style="list-style-type: none"> (a) disposing of the whole or any part of its assets, operations or business other than in the ordinary course of business; (b) ceasing to carry on business; (c) being a body corporate: <ul style="list-style-type: none"> (i) ceasing to be able to pay its debts as and when they become due; (ii) entering into a scheme of arrangement or compromise under Part 5.1 of the <i>Corporations Act 2001</i> (Cth); (iii) having an: <ul style="list-style-type: none"> (A) administrator; (B) controller or managing controller (to the whole or any part of the body corporate's assets); or (C) liquidator, <p>appointed under the <i>Corporations Act 2001</i> (Cth); or</p> (d) being a natural person, he or she is declared bankrupt or assigns his or her estate for the benefit of creditors; or (e) being a partnership, any step is taken to dissolve that partnership.

Item No.	Defined Term	Definition
(a)	(b)	(c)
39.	Intellectual Property	<p>means all present and future rights conferred by law in, or in relation to, any of the following:</p> <ul style="list-style-type: none"> (a) copyright; (b) rights in relation to a circuit layout, patent, registrable design or registered and unregistered trademarks (including service marks); and (c) any other rights resulting from intellectual activity in the industrial, scientific, literary and artistic fields recognised in domestic law anywhere in the world, whether registered or unregistered.
40.	IP Register	means the record of all Foreground IP, Background IP, Department Material and Third Party IP that is used in the Services and the licences that govern the rights in that Intellectual Property.
41.	Loss	means any loss, damage, liability, compensation, fine, penalty, charge, cost or expense, however it arises and whether it is present or future, fixed or unascertained, actual or contingent.
42.	Material	means software, firmware, documented methodology or process, documentation, data, information or other material in whatever form, including any reports, specifications, and requirements, and the subject matter of any Intellectual Property Rights.
43.	Milestone	means any fixed date specified in this Contract to be met by the Contractor in performing its obligations under this Contract.
44.	Modern Slavery	has the same meaning as it has in the <i>Modern Slavery Act 2018</i> (Cth).
45.	Moral Rights	<p>means any of the following, the:</p> <ul style="list-style-type: none"> (a) right of attribution of authorship; (b) right of integrity of authorship; and (c) right not to have authorship falsely attributed.
46.	Notifiable Incident	has the meaning provided at clause 12.4(c).

Item No.	Defined Term	Definition
(a)	(b)	(c)
47.	Option Period	means the period(s) specified in item 3 of Schedule 1 (Contract Details).
48.	Participant	<i>[Note to Tenderers: Refer to the definition in the Statement of Requirements.]</i>
49.	Participant Input Material	means any Material submitted or communicated by any Participant using the Services.
50.	Personal Information	has the meaning provided in the Privacy Act.
51.	Personnel	means the Contractor's officers, employees, agents and Subcontractors, and the Subcontractor's officers, employees and agents.
52.	Privacy Act	means the <i>Privacy Act 1988</i> (Cth).
53.	Protective Security Policy Framework	means the Protective Security Policy Framework of the Commonwealth, as amended from time to time.
54.	Recipient	has the meaning provided at clause 5.3.
55.	Registered APP Code	has the meaning provided in the Privacy Act.
56.	Related Body Corporate	has the meaning provided in the <i>Corporations Act 2001</i> (Cth).
57.	Schedules	means the schedules to this Contract, as amended from time to time.
58.	Services	means the services as described in Schedule 3 (Statement of Requirements), and includes any Deliverables or other items required to be delivered by the Contractor under this Contract.

Item No. (a)	Defined Term (b)	Definition (c)
59.	Specified Acts	<p>means:</p> <ul style="list-style-type: none"> (a) falsely attributing the authorship of any Deliverable, or any content in the Deliverable (including literary, dramatic, artistic works and cinematograph films within the meaning of the <i>Copyright Act 1968</i> (Cth)); (b) materially altering the style, format, colours, content or layout of the Deliverable and dealing in any way with the altered Deliverable or infringing copies (within the meaning of the <i>Copyright Act 1968</i> (Cth)); (c) reproducing, communicating, adapting, publishing or exhibiting any Deliverable including dealing with infringing copies, within the meaning of the <i>Copyright Act 1968</i> (Cth), without attributing the authorship; and (d) adding any additional content or information to the Deliverable.
60.	Specified Personnel	means the Personnel specified in clause 5 of Schedule 3 (Statement of Requirements).
61.	Subcontract	means a contract entered into between the Contractor and a Subcontractor by which some or all of the Services are provided.
62.	Subcontractor	means a person that, under a Subcontract, provides services to, or performs work for, the Contractor (whether directly or indirectly) in order for the Contractor to meet its obligations under this Contract.
63.	Supplier	has the meaning provided at clause 5.3.
64.	Term	means the Initial Contract Period plus any extension in accordance with clause 2.2.

Item No. (a)	Defined Term (b)	Definition (c)
65.	Third Party IP	<p>means Intellectual Property that is owned by a party other than the Department or the Contractor or a Subcontractor and is:</p> <p>(a) embodied in, or attached to, the Services or any Deliverables; or</p> <p>(b) otherwise necessarily related to the functioning or operation of the Services or any Deliverables.</p>
66.	Unforeseen Event	has the meaning provided at clause 13.1.
67.	Vulnerable Person	<p>means:</p> <p>(a) a child or children; or</p> <p>(b) an individual who is or may be unable to take care of themselves, or is unable to protect themselves against harm or exploitation by reason of age, illness, trauma or disability, or any other reason.</p>
68.	WHS Act	means the <i>Work Health and Safety Act 2011</i> (Cth).
69.	WHS Legislation	<p>means any of the following:</p> <p>(a) the WHS Act and the <i>Work Health and Safety Regulations 2011</i> (Cth); and</p> <p>(b) any corresponding WHS law as defined in section 4 of the WHS Act.</p>

SCHEDULE 3

Statement of Requirements

Attached as Attachment 1 to this Schedule 3 of this Contract.

SCHEDULE 4

Fees and Payment

1. **Fees**
- 1.1 The Contractor may issue invoices to the Department quarterly, with each invoice equal to one-quarter of the total contract value of \$1,098,185 (GST inclusive) for services provided as set out in Attachment 1- Fees Schedule of this Schedule 4.
- 1.2 The Department will not be liable for payments exceeding \$1,098,185 (GST inclusive) unless agreed in writing.

SCHEDULE 5

Confidential Information

1. DEPARTMENT'S CONFIDENTIAL INFORMATION

Item No.	Confidential Information	Period of Confidentiality
(a)	(b)	(c)
1.	All Entitled Persons' personal and sensitive information	Indefinitely
2.	All Entitled Persons' health information	Indefinitely
3.	Department Material	Indefinitely

2. CONTRACTOR'S CONFIDENTIAL INFORMATION

Item No.	Confidential Information	Period of Confidentiality
(a)	(b)	(c)
1.	Pricing, wage and any other commercially sensitive information	Indefinitely
2.	All SANE background IP including but not limited to moderation manuals, information on the technical specifications, digital design, co-design, strategy and development of web-based forums	Indefinitely
3.	SANE operational or service performance or clinical governance information except as permitted under clause 11.2 or where agreed separately under an evaluation agreement plan.	Indefinitely

SCHEDULE 6

IP Register

Item No.	Description of IP	Type of IP	Owner of IP	Details of Licence Rights	Date of Creation	Additional Comments
(a)	(b)	(c)	(d)	(e)	(g)	(h)
1.						
2.						

SCHEDULE 7

Deed of Confidentiality

This Deed Poll is made on **[Insert date]** by:

[Insert Confidant name] of **[Insert address]** (**Confidant**) in favour of the Commonwealth of Australia as represented by the **[Department of Veterans' Affairs / Repatriation Commission / Military Rehabilitation and Compensation Commission]** ABN 23 964 290 824 of Gnabra Building, 21 Genge Street, Canberra ACT (**Department**).

RECITALS:

- (A) The Department and the **[Insert name of Contractor]** (**Contractor**) have entered into a contract dated **[Insert date]** for **[Insert a description of the Services being provided]** (**Contract**).
- (B) The Confidant is **[Insert a description of the relationship of the Confidant to the Contractor and their role in relation to the Contract]**.
- (C) The Confidant agrees to take all necessary steps to ensure that the Confidential Information is kept confidential, and is used only for the Permitted Purposes.

AGREED TERMS

3. DEFINITIONS

In this Deed, unless the contrary intention appears:

Confidential Information means any information that is:

- (a) by its nature confidential; or
- (b) the Confidant knows or ought to know is confidential, including without limitation by reason of it carrying special markings indicating sensitivity or confidentiality,

but does not include information which:

- (c) is or becomes public knowledge other than by breach of this Deed;
- (d) is in the possession of the party without restriction in relation to disclosure before the date of receipt; or
- (e) has been independently developed or acquired by the Confidant.

Deed means this deed of confidentiality, dated **[Insert execution date]**.

Permitted Purposes means:

- (a) use of the Confidential Information by the Confidant for the purpose of performing their duties in relation to the Contract; and
- (b) any other purpose that may be approved in writing by the Department from time to time.

Personnel means the Contractor's officers, employees, agents and Subcontractors, and the Subcontractor's officers, employees and agents.

Subcontractor means a person that, under a subcontract, provides services to, or performs work for, the Contractor (whether directly or indirectly) in order for the Contractor to meet its obligations under this Contract.

4. **CONFIDENTIALITY UNDERTAKINGS**

4.1 The Confidant:

- (a) acknowledges and agrees that this Deed is for the benefit of the Department and is directly enforceable by the Department even though it is not a party to this Deed;
- (b) must ensure that the Confidential Information is kept confidential and secure from disclosure;
- (c) must only use the Confidential Information for the Permitted Purposes;
- (d) must not without the prior written consent of the Department, disclose or permit any person to disclose any of the Confidential Information to any person, other than as permitted under clause 4.2; and
- (e) must promptly notify the Department of any unauthorised possession, disclosure or use of the Confidential Information contrary to this Deed, and take all steps necessary to prevent the recurrence of such possession, disclosure or use.

4.2 Clause 4.1 does not apply to a disclosure of any Confidential Information to the extent that the disclosure is for any of the following purposes:

- (a) to any other Personnel for a Permitted Purpose;
- (b) as required or authorised by law; and
- (c) as necessary for the conduct of any legal proceedings.

4.3 The Confidant acknowledges that it may be provided with the ability to access the Department-held information (in addition to the Confidential Information) in connection with its performance of the Permitted Purposes, including through access to the Department information technology systems. Without limiting the Confidant's other obligations under this Deed or otherwise at law, the Confidant must not seek to access or use the Department-held information except to the extent strictly required to undertake the Permitted Purposes.

5. **RETURN OF CONFIDENTIAL INFORMATION**

Without limiting the Confidant's obligations at law, the Confidant must deliver to the Department, or destroy or erase, as required by the Department, all documents (including electronically stored or otherwise) in its possession or control which contain or relate to the Confidential Information on the earlier of:

- (a) the date specified in a notice given by the Department (acting reasonably); and
- (b) the time the documents and any other material are no longer required for the Permitted Purposes.

6. **VARIATIONS**

No term or provision of this Deed must be amended or varied unless such amendment or variation is agreed by the Department in writing.

7. **APPLICABLE LAW**

The laws of the Australian Capital Territory must apply to this Deed. The Confidant agrees to submit to the applicable jurisdiction of the courts of that Territory in respect of all matters arising out of this Deed.

EXECUTED as a Deed Poll

SIGNED, SEALED AND DELIVERED by
[Insert name of Confidant] in the
presence of:

s 47F

Signature of Confidant

s 47F

Signature of witness

Name

s 47F

Address of witness

EXECUTED as an agreement.

SIGNED for and on behalf of **THE COMMONWEALTH OF AUSTRALIA REPRESENTED BY THE DEPARTMENT OF VETERANS' AFFAIRS & THE REPATRIATION COMMISSION AND THE MILITARY REHABILITATION AND COMPENSATION COMMISSION** ABN 23 964 290 824 by its duly authorised officer, in the presence of:

s 47F

Signature of officer

s 47F

Signature of witness

Leonie Nowland (First Assistant Secretary)
Name

s 47F (Director Projects and Programs Assurance)

Name

SIGNED by [**INSERT NAME OF CONTRACTOR**] ABN [**INSERT NUMBER**] in accordance with the requirements of section 127 of the *Corporations Act 2001* (Cth):

s 47F

Signature of director

Name

s 47F

Signature of director/secretary [**Delete if there is a sole director**]

Name